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BASE PROSPECTUS
Dated 12 June 2019

SNCF Réseau
(formerly Réseau Ferré de France)
(established as an "*établissement public industriel et commercial*"
under the laws of the Republic of France)
Euro 55,000,000,000
Euro Medium Term Note Programme

Application has been made to the *Autorité des marchés financiers* (the **AMF**) for approval of this Base Prospectus in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* which implements Directive 2003/71/EC of the Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading (as amended or superseded, the **Prospectus Directive**). This Base Prospectus, comprising a base prospectus for the purposes of Article 5.4 of the Prospectus Directive, received the visa no. 19-256 on 12 June 2019 from the AMF. Application may be made (i) to the regulated market of Euronext in Paris (**Euronext Paris**) during the period of 12 months from the date of approval of this Base Prospectus for notes (the **Notes**) issued under the programme (the **Programme**) to be admitted to trading on Euronext Paris and/or (ii) to the listing authority of any other Member State of the European Economic Area (**EEA**) for Notes issued under the Programme to be admitted to trading on a Regulated Market (as defined below) in such Member State. Euronext Paris is a regulated market (a **Regulated Market**) for the purposes of Directive 2014/65/EU on markets in financial instruments (**MiFID II**). The Programme also permits Notes to be issued on the basis that they may be listed or admitted to trading, as the case may be, on such other or further stock exchanges as may be agreed between SNCF Réseau (the **Issuer** or **SNCF Réseau**) and the relevant Dealer(s) (as defined herein).

The Issuer may also issue under the Programme Notes for which no prospectus is required to be published under the Prospectus Directive (the **Exempt Notes**). Such Exempt Notes may be listed or admitted to trading on a stock exchange which is not a Regulated Market. Exempt Notes may not be listed or admitted to trading. In the case of Exempt Notes, notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche will be set out in a pricing supplement document substantially in the form of the Final Terms (as defined below)).

An investment in Notes issued under the Programme involves certain risks. For a discussion of these, see the section entitled "*Risk Factors*" below.

This Base Prospectus replaces and supersedes in its entirety the Base Prospectus dated 11 June 2018 and all the supplements thereto relating to the Programme.

The Issuer has been rated AA with a stable outlook by Fitch Ratings Ltd., Aa2 with a positive outlook by Moody's Investors Service and AA with a negative outlook by S&P Global Ratings Europe Limited, a division of The McGraw Hill Companies, Inc. Unless otherwise specified in the relevant Final Terms, it is expected that the Notes issued under the Programme will receive the following ratings, which are those given to the Programme: AA by Fitch Ratings Ltd., Aa2 by Moody's Investors Service and AA by S&P Global Ratings Europe Limited, a division of The McGraw Hill Companies, Inc. Credit ratings are subject to revision, suspension or withdrawal at any time by the relevant rating organisation. Notes issued pursuant to the Programme may be unrated or rated differently in certain circumstances. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating mentioned above. Whether or not each credit rating applied for in relation to a relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under Regulation (EU) No 1060/2009, as amended by Regulation (EU) No. 513/2011, (the **CRA Regulation**) will be disclosed in the Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation. Each of Fitch Ratings Ltd., Moody's Investors Service and S&P Global Ratings Europe Limited, a division of The McGraw Hill Companies, Inc. is established in the European Union and registered under the CRA Regulation. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

Any person (an **Investor**) intending to acquire or acquiring any securities from any person (an **Offeror**) should be aware that, in the context of an offer to the public, the Issuer may be responsible to the Investor for the Base Prospectus, but only if the Issuer has authorised that Offeror to make the offer to the Investor. Each Investor should therefore enquire whether the Offeror is so authorised by the Issuer. If the Offeror is not authorised by the Issuer, the Investor should check with the Offeror whether anyone is responsible for the Base Prospectus in the context of the offer to the public, and, if so, who that person is. If the Investor is in any doubt about whether it can rely on the Base Prospectus and/or who is responsible for its contents it should take legal advice.

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Arranger for the Programme

HSBC

Dealers

Barclays
BNP Paribas
Citigroup
Crédit Agricole CIB
Deutsche Bank
Goldman Sachs International
HSBC
J.P. Morgan
Mediobanca
Morgan Stanley
Natixis
Nomura
RBC Capital Markets
Santander Global Corporate Banking
Société Générale Corporate & Investment Banking

The date of this Base Prospectus is 12 June 2019.

This Base Prospectus should be read and construed with any supplement hereto and with any other documents incorporated by reference herein and, in relation to any Series (as defined herein) of Notes, should be read and construed together with the relevant Final Terms (as defined herein).

The Issuer has confirmed to the dealers (the **Permanent Dealers**) named under "*Subscription and Sale*" below that this Base Prospectus contains all information regarding the Issuer and the Notes which is, in the context of the issue of the Notes, material; such information is true and accurate in all material respects and is not misleading in any material respect; any opinions and intentions expressed in this Base Prospectus on the part of the Issuer are honestly held or made; this Base Prospectus does not omit to state any material fact necessary to make such information, opinions or intentions in such context expressed therein not misleading in any material respect and that all reasonable enquiries have been made to verify the foregoing. The Issuer accordingly accepts responsibility for the information contained in this document.

No person has been authorised by the Issuer to give any information or to make any representation not contained in this Base Prospectus and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer or any Dealer.

No representation or warranty is made or implied by the Dealers or any of their respective affiliates, and neither the Dealers nor any of their respective affiliates make any representation or warranty or accept any responsibility as to the accuracy or completeness of the information contained in this Base Prospectus or for any other statement, made or purported to be made by any of the Dealers or their respective affiliates in connection with the Issuer or the issue and offering of the Notes. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or, as the case may be, the date upon which this Base Prospectus has been most recently supplemented or that there has been no adverse change in the financial situation of the Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

Subject as provided in the applicable Final Terms, the only persons authorised to use this Base Prospectus in connection with making an offer of Notes are the persons named in the applicable Final Terms as the relevant Dealer or the Managers and the persons named in or identifiable following the applicable Final Terms as the Financial Intermediaries, as the case may be.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see "*Subscription and Sale*".

THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF NOTES OR THE ACCURACY OR THE ADEQUACY OF THIS BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND THE NOTES MAY INCLUDE BEARER NOTES THAT ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. SUBJECT TO CERTAIN EXCEPTIONS, THE NOTES MAY NOT BE OFFERED OR SOLD OR, IN THE CASE OF BEARER NOTES, DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT (**REGULATION S**)). THIS BASE PROSPECTUS HAS BEEN PREPARED BY THE ISSUER FOR USE IN CONNECTION WITH THE OFFER AND SALE OF THE NOTES OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN RELIANCE ON REGULATION S AND WITHIN THE UNITED STATES ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT (**RULE 144A**) AND FOR THE LISTING OF NOTES ON EURONEXT PARIS AND/OR ANY OTHER STOCK EXCHANGE. PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT SELLERS OF THE NOTES MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A. FOR A DESCRIPTION OF THESE AND CERTAIN FURTHER RESTRICTIONS ON OFFERS AND SALES OF THE NOTES AND DISTRIBUTION OF THIS BASE PROSPECTUS, SEE "*SUBSCRIPTION AND SALE*" BELOW.

IN ADDITION, THERE ARE RESTRICTIONS ON THE TRANSFER OF NOTES RESOLD PURSUANT TO RULE 144A. SEE "*TRANSFER RESTRICTIONS FOR RESTRICTED REGISTERED NOTES IN THE TERRITORY OF THE UNITED STATES OF AMERICA*" BELOW.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

The Dealers make no assurances as to (i) whether any Notes will meet any investor criteria and expectations with regard to environmental impact and sustainability performance for any investors and (ii) whether the use of the net proceeds specified by the Issuer in connection with any offering of Notes will be used for such purposes.

MIFID II product governance / target market – The Final Terms in respect of any Notes will include a legend entitled "MiFID II Product Governance" which will outline the determination of the target market of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration such determination; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the **MiFID Product Governance Rules**), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MIFID Product Governance Rules.

IMPORTANT – EEA RETAIL INVESTORS: If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a "retail investor" means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU (as amended or superseded), 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 Directive. Consequently no key information document required by Regulation (EU) No 1286/2014 (the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

NOTIFICATION PURSUANT TO SECTION 309B OF THE SECURITIES AND FUTURES ACT, CHAPTER 289 OF SINGAPORE – Unless otherwise stated in the relevant Final Terms, all Notes issued under the Programme shall be prescribed capital markets products as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore.

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Summary of the Programme

Summaries are made up of disclosure requirements known as "Elements" required by Annex XXII and Annex XXX of Regulation EC No 809/2004 as amended. These elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of Notes (as defined below) and Issuer (as defined below). Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of Notes and Issuer, it is possible that no relevant information can be given regarding this Element. In this case a short description of the Element is included in the summary with the mention of "Not Applicable".

This summary is provided for purposes of the issue of Notes (other than Notes for which no prospectus is required to be published under Directive 2003/71/EC as amended or superseded) of a denomination less than Euro 100,000 (or its equivalent in other currencies). Investors in such Notes of denominations equal to or greater than Euro 100,000 should not rely on this summary in any way and the Issuer accepts no liability to such investors regarding this summary.

Section A – Introduction and warnings		
A.1	**Warning:**	Warning: • this summary should be read as introduction to the Base Prospectus (as defined below); • any decision to invest in the Notes should be based on consideration of the Base Prospectus as a whole by the investor; • where a claim relating to the information contained in the Base Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States of the European Economic Area (**EEA**), have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated; and • civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus or it does not provide, when read together with the other parts of the Base Prospectus, key information in order to aid investors when considering whether to invest in such Notes of a denomination less than Euro 100,000.

Section A – Introduction and warnings		
A.2	**Consent:**	In the context of any offer of Notes in France and/or the Grand Duchy of Luxembourg and/or any other jurisdiction of the EEA in which this Base Prospectus has been passported from time to time (the **Non-exempt Offer Jurisdictions**) that is not within an exemption from the requirement to publish a prospectus under the Directive 2003/71/EC as amended or superseded, (a **Non-exempt Offer**), if so specified in the Final Terms (as defined below) in respect of any Tranche of Notes, the Issuer consents to the use of the Base Prospectus, as supplemented from time to time, and such Final Terms in connection with a Non-exempt Offer of Notes during the offer period specified in the relevant Final Terms (the **Offer Period**) either (1) in the Non-exempt Offer Jurisdictions specified in the relevant Final Terms by any financial intermediary which (a) acts in accordance with all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the **Rules**), from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Notes by any person and disclosure to any potential investor; (b) complies with the applicable selling restrictions as if it were a Dealer under the Programme; (c) acknowledges the target market and distribution channels identified under the "MiFID II product governance" legend set out in the applicable Final Terms; (d) ensures that any fee (and any commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Notes is fully and clearly disclosed to investors or potential investors; (e) holds all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules; (f) retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer(s) and the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer(s) in order to enable the Issuer and/or the relevant Dealer(s) to comply with anti-money laundering, anti-bribery and "know your client" rules applying to the Issuer and/or the relevant Dealer(s); (g) does not, directly or indirectly, cause the Issuer or the relevant Dealer(s) to breach any Rule or any requirement to obtain or make any filing, authorisation or consent in any jurisdiction; and (h) satisfies any further conditions specified in the relevant Final Terms or (2) by the financial intermediaries specified in the relevant Final Terms, in the Non-exempt Offer Jurisdictions specified in the relevant Final Terms and subject to the relevant conditions specified in the relevant Final Terms, for so long as they are authorised to make such offers under Directive 2014/65/UE, as amended, on markets in financial instruments. The Issuer may give consent to additional financial intermediaries after the date of the relevant

Section A – Introduction and warnings		
		Final Terms and, if it does so, the Issuer will publish the above information in relation to them on www.sncf-reseau.fr. The consent referred to above relates to Offer Periods occurring within 12 months from the date of approval of this base prospectus dated 12 June 2019 (the **Base Prospectus**). ***Issue-specific summary:*** [Not Applicable. The Issuer does not consent to the use of the Base Prospectus and the relevant Final Terms.]/[The Issuer consents to the use of the Base Prospectus and the relevant Final Terms in connection with a Non-exempt Offer of the Notes, subject to the following conditions: (i) the consent only extends to an offer of the Notes in France and/or Luxembourg and/or [*as applicable, specify any other jurisdiction of the EEA in which the Base Prospectus has been passported from time to time*] (the **Non-exempt Offer Jurisdiction**[**s**]) that is not made within an exemption from the requirement to publish a prospectus under the Prospectus Directive [and] (ii) the consent is only valid during the period from [●] until [●] (the **Offer Period**) [and] (iii) the only offerors authorized to use the Base Prospectus and the relevant Final Terms to make the Non-Exempt Offer of the Notes are [the relevant [Dealers/Managers [and] [●]] [*names of specific financial intermediaries listed in final terms,*]/[any financial intermediary which [*insert here the conditions specified in the Base Prospectus*]] (the **Authorised Offeror[s]**) [and] [(iv) subject to the following additional conditions[s]: [•].]] [None of the Dealers or the Issuer shall have any obligation to ensure that an Authorised Offeror complies with applicable laws and regulations and shall therefore have no liability in this respect.] [The Issuer accepts responsibility, in the Non-exempt Offer Jurisdiction[s], for the content of the Prospectus in relation to any person (an **Investor**) in such Public Offer Jurisdiction[s] to whom an offer of any Notes is made by any Authorised Offeror and where the offer is made during the period for which that consent is given. However, neither the Issuer nor any Dealer has any responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable

Section A – Introduction and warnings		
		conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.] **An Investor intending to acquire or acquiring any Notes from an Authorised Offeror will do so, and offers and sales of the Notes to an Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocation, settlement arrangements and any expenses or taxes to be charged to the Investor (the** Terms and Conditions of the Non-exempt Offer**). The Issuer will not be a party to any such arrangements with Investors (other than Dealers, as defined below) in connection with the offer or sale of the Notes and, accordingly, this Base Prospectus and any Final Terms will not contain such information. The Terms and Conditions of the Non-exempt Offer shall be provided to Investors by that Authorised Offeror at the relevant time. None of the Issuer, any of the Dealers or other Authorised Offerors has any responsibility or liability for such information.** **Any Authorised Offeror who wishes to use this Base Prospectus and the relevant Final Terms in connection with a Non-exempt Offer is required, for the duration of the relevant Offer Period, to publish on its website that it is using the Base Prospectus and the relevant Final Terms for such Non-exempt Offer in accordance with the consent of the Issuer and the conditions attached thereto.**

Section B – The Issuer		
B.1	**Legal name and commercial name of the Issuer**	SNCF Réseau (the **Issuer or SNCF Réseau**).
B.2	**Domicile and legal form of the Issuer, the legislation under which the Issuer operates and its country of incorporation**	The Issuer is a State-owned industrial and commercial public entity (*Etablissement public à caractère industriel et commercial* – EPIC), operating under the laws of France and reorganised in 2015 following the entry into force of the Law no. 2014-872 of 4 August 2014 relating to railway reform in France (the **Rail Reform Law**) published in the *Journal Officiel* on 5 August 2014. The Rail Reform Law has entered into force on 1 July 2015 when its implementing decrees (published in the Journal Officiel on 11 February 2015) entered into force and the safety certificates were granted, allowing the entities to carry out their rail functions. Its missions are detailed in the decree no. 997-444 dated 5 May 1997 as amended by the decree 2015-140 dated 10 February 2015. The Rail Reform Law modified the structure of the French railway organisation as it then existed and created an integrated public railway group comprising a new State-owned industrial and commercial public entity (*Etablissement public à caractère industriel et commercial* – EPIC) named SNCF which has overall responsibility for coordinating and directing the French railway system. Furthermore, the SNCF group comprises two other State-owned industrial and commercial public entities (*Etablissements publics à caractère industriel et commercial* – EPIC) "subsidiaries": one is the existing SNCF Réseau, formerly Réseau Ferré de France (national railway infrastructure owner and manager) and the other is SNCF Mobilités, formerly SNCF (rail operator). Réseau Ferré de France was renamed "SNCF Réseau" as of 1 January 2015. The main provisions of the Rail Reform Law and of the decrees related to (i) the grouping within the Issuer of the projects hitherto carried out by SNCF Infrastructures and *Direction de la circulation ferroviaire* (the Railway Traffic Department), (ii) modifications to the composition and roles of the Board of Directors of the Issuer and (iii) the detailing of the Issuer's financial and accounting management rules.

Section B – The Issuer		
		The corporate governance rules comply with the provisions of the Charter governing relations between the *Agence des Participations de l'Etat* (**APE**, the French Government Shareholding Agency) and State-owned entities, as updated on 21 July 2005. As a public body, the Issuer does not have any share capital (in the legal sense of the term). The Issuer has no shares and pays no dividends. The Issuer is fully controlled and owned by the French State via the APE, its assets are in the *domaine public* and cannot be seized under French law. The Issuer's registered office is at 15/17, rue Jean Philippe Rameau, CS 80001, 93418 La Plaine Saint-Denis, Cedex, France. The SNCF group will undergo a further reorganisation following the adoption of the 2018 Rail Reform Law as discussed in B.13 below, including a change to the legal status of the members of the SNCF group as from 1st January 2020 as described in B.13 below.
B.4b	**Trends**	SNCF Réseau is currently pursuing a strategic vision for 2030 in the context of a new railway pact and the ongoing "Nouvel'R" project. As such, by 2019 many projects will be launched to prepare the new SNCF for the opening of railway companies to competition. 2019 will be a landmark and active year for SNCF Réseau driven by the expected implementation as from 1 January 2020 of the main measures of the new rail pact, in particular the transformation into a limited liability company (*société anonyme*) that will provide more flexibility while remaining a state-owned company, and the unified management of railway stations, Gares et Connexions becoming a subsidiary of the Issuer. The new railway pact also aims in implementing a more competitive social framework for the company, as well as more attractive and motivating for railway workers and future applicants. The opening to competition and digitalisation are significant challenges in terms of operational development, as are performance and productivity requirements and the end of the "*recrutement au statut*" resulting from the railway reform, which are drivers that lead to negotiations on the new social pact towards a new "*convention collective*" and new "*accords d'entreprises*" for the railway sector.

Section B – The Issuer		
		The company's Nouvel'R project rollout will pursue in order to lead the transformation of SNCF Réseau, to prepare the network of the future and better meet customers' expectations. Nouvel'R is a long-term project with: • within a year, stabilized processes and increased cross-functionality in the management methods of the Issuer; • within three years, a significantly improved service quality and the achievement of economic performance objectives; • within ten years, the first results of the High Performance Network. The operational transformation project undertaken to obtain a "high-performance" network includes several modernization modules of the operating system to significantly reduce signal system failures, optimize rail lines capacity and achieve greater productivity through centralized traffic control. These modules will have a multiplier effect once deployed simultaneously. Efforts to modernize and improve the network will continue in the coming years. Following the example of the Eole project, an extension of the RER E to the west of the Capital is contemplated, which will reduce passenger traffic on RER lines A, B and D and which will be operational in two phases: in 2022 for the Haussmann-Saint-Lazare – Nanterre-la-Folie section and in 2024 for the entire rail line to Mantes-la-Jolie. Paris-Nord railway station will undergo a major expansion project to support the growth of the transport activities of SNCF Mobilités. By 2030, the daily passenger volume is expected to increase by more than 40%. The improvements will increase the capacity of the surface areas dedicated to passengers from 36,000 m² to 110,000 m²: a new departure terminal will improve traffic flow, the terminal dedicated to traffic to the United-Kingdom will be expanded, traffic areas will be increased by a factor of 2.5 and accessibility will be improved thanks to a greater number of elevators and escalators. These improvements are intended to be completed in time for the 2024 Olympic Games.

Section B – The Issuer		
		Service quality is also one of the key leverage privileged by SNCF Réseau as part of its strategy for 2030. Through the H00 and FIRST initiatives, priority is given to passenger information and regularity by making railway services more punctual, more robust, with actions carried out on the network. Safety is also a major concern for SNCF Réseau, particularly through the "PRISM" programme which aims at implementing an "excellence in safety" approach through six pillars: "Proactivity" of agents, analysis of "Risks", control of "Interfaces" between entities, "Simplification" of procedures, creation of "Managerial" conditions leading to the personal involvement of agents and access to innovative "Equipements". As part of the accounts as of 30 June 2018, the 2018 Reform Law (as defined and described in B.13 below), as well as the various statements of the French government, in particular as regard to the evolution of the infrastructure fee or the debt transfer, constituted new indications of impairment of value. As a result, an impairment test had been conducted on 30 June 2018. In the context of the accounts as of 31 December 2018, SNCF Réseau has not identified any new indications of impairment of value and, as a consequence, has not carried out any new impairment test. The SNCF group (including the Issuer) is currently subject to reorganisation as a result of the 2018 Reform Law.
B.5	**The group and the Issuer's position within the group**	The SNCF group is made up of three EPICs: SNCF, the Issuer and SNCF Mobilités, each fully owned by the French State via the *Agence des Participations de l'Etat*. The Issuer has no capital link with SNCF nor SNCF Mobilités. Pursuant to Article L. 2102-4 of the French *Code des transports*, with regard to the Issuer, SNCF is entrusted with the same powers and duties that a holding company has with regard to its subsidiaries (pursuant to article L.233-1 of the French *Code de commerce*). SNCF's powers shall be exercised in compliance with the independence requirement in the decision-making and organizational process relating to the following missions of the Issuer (Article L. 2111-9 of the French *Code des transports*): • ensure access to the railway infrastructure of the national railway network, including the allocation of the capabilities and the pricing of this infrastructure;

Section B – The Issuer		
		• ensure the operational management of traffic on the national railway network; • ensure the maintenance, including servicing and renewal, of the infrastructure of the national railway network; • ensure the development, planning, coherence and enhancement of the national railway network; • ensure the management of the service facilities which it owns and their enhancement; in order to ensure an equitable and non-discriminatory access to the infrastructure of the national railway network. The Issuer's consolidated subsidiaries are, as follows: • SFERIS, a company that carries out project works in France and provides expertise, 100% owned by the Issuer; • EURAILSCOUT BV, an on-board track inspection and analysis company, 50% owned by the Issuer; • CDG Express Etudes, a rail link project in France, between Gare de l'Est in Paris and Paris-Charles-de-Gaulle Airport, 33% owned by the Issuer; • ALTAMETRIS, a company in charge of industrialising and commercialising the acquisition, processing and valorisation of data by automated mobile vectors, mainly drones and satellites, 100% owned by the Issuer. The SNCF group (including the Issuer) will undergo a further reorganisation following the adoption of the 2018 Rail Reform Law as discussed in B.13 below.

Section B – The Issuer		
B.9	**Profit forecast**	Not Applicable
B.10	**Audit report qualifications**	The consolidated and the non-consolidated financial statements of the Issuer for the years ended 31 December 2017 and 31 December 2018 were audited by the statutory auditors who issued audit reports. Such audited reports contain the following qualifications in respect of the financial year ended 31 December 2017 and the following qualifications in respect of the year ended 31 December 2018: The statutory auditors' report on the consolidated financial statements for the year ended 31 December 2017 contains the following qualification: "*As stated in Note 4.5 to the consolidated financial statements concerning the test of the value of infrastructure CGU assets, on 31 December 2015 SNCF Réseau carried out an impairment test which led to recognition of an impairment loss of €9.6 billion. In connection with the approval of the performance agreement by the Board of Directors on 20 December 2016, SNCF Réseau had identified indications of changes in the value of these assets and had consequently implemented at the end of the 2016 financial year i) an impairment test of its property, plant and equipment and intangible assets and ii) a separate evaluation of its deferred tax assets in accordance with prescriptive requirements, both of which based on assumptions taking into account the specific nature of SNCF Réseau's business and serving to confirm the network's economic value. At 31 December 2017, the discontinuation of the CICE tax credit as well as the changes in employer and employee contributions included in the French finance laws (*lois de finance*) and the French social security financing law (*loi de financement de la sécurité sociale*) for 2018 constituted indications of a change in value.*

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		A new impairment test and new deferred tax asset evaluation were therefore carried out, applying the same methodology as that of the test carried out at 31 December 2016. For the railway network currently in service, 2030 was thus chosen as a standard year since the Company considers it to be the year that the network will be stabilised at expected performance levels. The cash flow projections, based on the 10- year financial trajectory of the performance agreement between the Company and the French State, incorporate (i) cash inflows (infrastructure fees, access charges and investment subsidies) which improve significantly over time and are mainly generated from commitments received from the French State, and (ii) expenses (installation work and maintenance) and capital investment in renovations and renewals in connection with the Company's significant productivity goals. The evaluations carried out support the carrying amounts presented for property, plant and equipment and intangible assets after deducting the impairment loss of €9.6 billion, as well as an amount of €3.5 billion in deferred tax assets. These amounts reflect the balance reached during negotiations between the Company and the French State and incorporated in the performance agreement. This balance is based on the assumptions that (i) the State will effectively implement all means and commitments required to support the recoverable amounts calculated using the approach detailed above, and (ii) the Company is capable of achieving its productivity goals. The terminal value, which represents 95% of the assets' value in use, is based on a renovated, operational railway network that cannot be compared to any corresponding historical situation. There are therefore major risks and uncertainties involved in the assumptions used to assess the property, plant and equipment, intangible assets and deferred tax assets and consequently the amount of the related impairment loss could increase significantly. As a result, we are unable to assess the reliability of these projections and are therefore unable to give an opinion on the net value of the assets concerned, which after impairment amounted to €33.7 billion at 31 December 2017 for, property, plant and equipment and intangible assets and €3.5 billion for deferred tax assets."

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		The statutory auditor's report on the non-consolidated financial statements for the year ended 31 December 2017 contains the following qualification: "*As stated in Note 4.2.3 to the financial statements concerning the test of the value of infrastructure CGU assets, on 31 December 2015 SNCF Réseau carried out an impairment test which led to recognition of an impairment loss of €9.6 billion. In connection with the approval of the performance agreement by the Board of Directors on 20 December 2016, SNCF Réseau had identified indications of changes in the value of these assets and had consequently implemented at the end of the 2016 financial year an impairment test of its property, plant and equipment and intangible assets based on assumptions taking into account the specific nature of SNCF Réseau's business and serving to confirm the network's economic value. At 31 December 2017, the discontinuation of the CICE tax credit as well as the changes in employer and employee contributions included in the French finance laws (lois de finance) and the French social security financing law (loi de financement de la sécurité sociale) for 2018 constituted indications of a change in value. A new test was therefore carried out, applying the same methodology as that of the test carried out at 31 December 2016. For the railway network currently in service, 2030 was thus chosen as a standard year since the Company considers it to be the year that the network will be stabilised at expected performance levels. The cash flow projections, based on the 10-year financial trajectory of the performance agreement between the Company and the French State, incorporate (i) cash inflows (infrastructure fees, access charges and investment subsidies) which improve significantly over time and are mainly generated from commitments received from the French State, and (ii) expenses (installation work and maintenance) and capital investment in renovations and renewals in connection with the Company's significant productivity goals. The evaluations carried out support the carrying amounts presented for property, plant and equipment and intangible assets after deducting the impairment loss of €9.6 billion recognised at 31 December 2017.*

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		This amount reflects the balance reached during negotiations between the Company and the French State and incorporated in the performance agreement. This balance is based on the assumptions that (i) the State will effectively implement all means and commitments required to support the recoverable amounts calculated using the approach detailed above and (ii) the Company is capable of achieving its productivity goals. The terminal value, which represents 95% of the assets' value in use, is based on a renovated, operational railway network that cannot be compared to any corresponding historical situation. There are therefore major risks and uncertainties involved in the assumptions used to assess the property, plant and equipment and intangible assets, and consequently the amount of the related impairment loss could increase significantly. As a result, we are unable to assess the reliability of these projections and are therefore unable to give an opinion on the net value of the assets concerned, which after impairment amounted to €33.7 billion at 31 December 2017." The statutory auditors' report on the consolidated financial statements for the year ended 31 December 2018 contains the following qualification: *"As stated in Note 4.5 to the consolidated financial statements concerning impairment testing of infrastructure CGU assets, the Company considered that the adoption on 14 June 2018 of the Law for a New Railway Pact (*loi d'habilitation pour un nouveau pacte ferroviaire*), in addition to various declarations of the French government concerning primarily a change in the methods for indexing infrastructure fees, constituted new indications of impairment. The Company therefore carried out an additional impairment test during the year, using the same methods that were used at 31 December 2017, and recognised an impairment loss of €3.4 billion, in addition to the €9.6 billion impairment loss recognised in 2015 to take into account the new balance in the negotiations between the Company and the French State. The new balance in the negotiations is based on the assumption that (i) the Company will achieve its productivity goals and (ii) the State will effectively implement all means and commitments necessary to support the recoverable amounts of the assets as determined above.*

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		The cash flow projections used for the test comprise (i) cash inflows (infrastructure fees, access charges and investment subsidies) mainly arising from commitments received from the French State, and (ii) expenses (installation work and maintenance), capital investment in renovations and renewals, and productivity gains.
		• *2030 was maintained by the Company as the standard final year for the railway network currently in service, considering that 2030 will correspond to the year in which the network will be stabilised at expected performance levels, although these levels have never been attained. Terminal value represents the essential factor in measuring value in use.* • *The cash flow projections used to justify these assets' values are based on the assumption that the Company will meet its productivity goals, which are even more ambitious than those used in previous years.* • *Projections for infrastructure fees in the regulated market have been left unchanged from the previous year-end, at a higher level than for open access operations despite the non-compliance opinion issued by the French road and rail office (ARAFER) in February 2019 regarding the 2020 National Rail Network Statement, as the Company considers that the draft legislation currently under review by the French Council of State (Conseil d'Etat) will enable it to continue to apply a different indexation to open access.* • *The investment subsidies allocated to renovation work — which are mainly financed by dividends earned by SNCF that is redistributed by the French State to SNCF Réseau — are based on a new financial trajectory for the Groupe Public Ferroviaire which does not include the possible consequences of future legal and tax restructuring. The investment subsidies arising from the aforementioned trajectory have not obtained a formal commitment from the French State.*

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		• *Lastly, the cash flow projections used are based on a new financial trajectory for SNCF Réseau that should be integrated in an amendment to the performance contract signed in April 2017, covering the residual period 2018-2026. The financial trajectory was presented for information purposes only to the SNCF Réseau Board of Directors on 25 July 2018 (without being formally approved).*
		There are major risks and uncertainties involved in the discounted future cash flow assumptions used to measure the property, plant and equipment, intangible assets and deferred tax assets presented in the statement of financial position at 31 December 2018. Consequently, the amount of the related impairment loss could increase significantly, for the following reasons. *For these reasons, we are unable to assess the pertinence of the projections and are therefore unable to express an opinion on the net value of the assets concerned, which amounted to €32.7 billion in the statement of financial position at 31 December 2018 after impairment for property, plant and equipment and intangible assets and €2.8 billion for deferred tax assets."* The statutory auditor's report on the non-consolidated financial statements for the year ended 31 December 2018 contains the following qualification:

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		*"As stated in Note 4.2.3 to the financial statements concerning impairment testing of infrastructure CGU assets, the Company considered that the adoption on 14 June 2018 of the Law for a New Railway Pact (*loi d'habilitation pour un nouveau pacte ferroviaire*), in addition to various declarations of the French government concerning primarily a change in the methods for indexing infrastructure fees, constituted new indications of impairment. The Company therefore carried out an additional impairment test during the year, using the same methods that were used at 31 December 2017, and recognised an impairment loss of €3.4 billion, in addition to the €9.6 billion impairment loss recognised in 2015 to take into account the new balance in the negotiations between the Company and the French State. The new balance in the negotiations is based on the assumption that (i) the Company will achieve its productivity goals and (ii) the State will effectively implement all means and commitments necessary to support the recoverable amounts of the assets as determined above. The cash flow projections used for the test comprise (i) cash inflows (infrastructure fees, access charges and investment subsidies) mainly arising from commitments received from the French State, and (ii) expenses (installation work and maintenance), capital investment in renovations and renewals, and productivity gains:* • *2030 was maintained by the Company as the standard final year for the railway network currently in service, considering that 2030 will correspond to the year in which the network will be stabilised at expected performance levels, although these levels have never been attained. Terminal value represents the essential factor in measuring value in use.* • *The cash flow projections used to justify these assets' values are based on the assumption that the Company will meet its productivity goals, which are even more ambitious than those used in previous years.* • *Projections for contractual infrastructure fees have been left unchanged from the previous year-end, at a higher level than for TGV and Rail Freight operations despite the opinion issued by the French road and rail office (ARAFER) in February 2019 regarding the 2020 National Rail Network Statement, as the Company considers that the draft legislation currently under review by the French Council of State (Conseil d'Etat) will enable it to continue to apply a different indexation to TGV and Rail Freight.*

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		• *The investment subsidies allocated to renovation work — which are mainly financed by dividends earned by SNCF that is redistributed by the French State to SNCF Réseau — are based on a new financial trajectory for the Groupe Public Ferroviaire which does not include the possible consequences of future legal and tax restructuring. The investment subsidies arising from the aforementioned trajectory have not obtained a formal commitment from the French State.* • *Lastly, the cash flow projections used are based on a new financial trajectory for SNCF Réseau that should be integrated in an amendment to the performance contract signed in April 2017, covering the residual period 2018-2026. The financial trajectory was presented for information purposes only to the SNCF Réseau Board of Directors on 25 July 2018 (without being formally approved).*
		There are major risks and uncertainties involved in the discounted future cash flow assumptions used to measure the property, plant and equipment, intangible assets presented in the statement of financial position at 31 December 2018. Consequently, the amount of the related impairment loss could increase significantly, for the following reasons. *For these reasons outlined above, we are unable to assess the pertinence of the projections and are therefore unable to express an opinion on the net value of the assets concerned, which amounted to €32.7 billion in the statement of financial position at 31 December 2018 after impairment for property, plant and equipment and intangible assets."*
B.12	**Selected historical key financial information** The below selected historical key financial information of the Issuer is extracted from the consolidated financial statements of the Issuer as of 31 December 2017 and 31 December 2018. ***Net profit for the year***	

In millions of euros	**31 December 2017**	**31 December 2018**
Recurring operating (loss)/profit	1,099	627
Net financial expense	(1,172)	(1,241)

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	Corporate income tax	(129)	(771)
	Net profit for the year	**(201)**	**(4,784)**

Infrastructure fees

In millions of euros	31 December 2017	31 December 2018	Change
Access fees	1,971	1,986	15
Route reservation fees	2,079	2,053	(26)
Traffic fees	1,378	1,236	(142)
Platform Fees	122	121	(1)
Additional electricity and electricity transmission fees*	231	211	(20)
Other income	41	41	0
Infrastructure fees	**5,821**	**5,648**	**(173)**
Freight compensation	62	54	(8)
Other revenue	614	323	(291)
Total revenue	**6,496**	**6,301**	**(195)**

*of which electricity transmission fee: M€ 146 as of 31 December 2017 and M€ 133 as of 31 December 2018.

Net financial expense

In millions of euros	31 December 2017	31 December 2018	Change
Expenses and income related to interests on debt and cash	(1,248)	(1,255)	(7)
Other financial income	113	10	(103)
Other financial expenses	(27)	(2)	25
Cost of net debt	**(1,163)**	**(1,247)**	**(84)**
Finance cost of employee benefits	(9)	7	16
Net financial expense	**(1,172)**	**(1,241)**	**(69)**

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	Net Debt					
	In millions of euros	**31 December 2017**			**31 December 2018**	
		Current	**Non-current**	**Net indebtedness**	**Current**	**Non-current**	**Net indebtedness**
	Equity investments	0	0	0	0	0	0
	Other loans and receivables	1,084	255	1,338	1,120	489	1,609
	Assets at fair value through profit or loss	50	0	50	0	0	0
	Positive fair value of derivatives	33	1,059	1,092	259	820	1,079
	PPP financial assets	301	2,418	2,719	266	2,384	2,650
	Financial assets	**1,467**	**3,732**	**5,199**	**1,645**	**3,693**	**5,337**
	Cash and cash equivalents	**3,326**	**0**	**3,326**	**2,707**	**0**	**2,797**
	Sub-total borrowings	1,869	46,537	48,405	2,395	47,340	49,735
	Negative fair value of derivatives	69	2,244	2,313	82	2,224	2,306

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	Cash borrowings and overdrafts	1,678	0	1,678	2,946	0	2,946
	PPP financial liabilities	270	2,465	2,736	279	2,438	2,717
	Debt	**3,909**	**51,246**	**55,155**	**5,723**	**52,002**	**57,724**
	Net debt IFRS	**-**	**-**	**46,630**	**-**	**-**	**49,590**
	Except as disclosed in the Base Prospectus, since 31 December 2018, the last day of the financial period in respect of which the most recent audited financial statements of the Issuer have been prepared, there has been (i) no significant change in the financial or trading position of the Issuer and (ii) no material adverse change in the prospects of the Issuer.						
B.13	**Recent events**	Following the report on the situation of the French railway system submitted to the Government by Jean-Cyril Spinetta on 15 February 2018, Prime Minister Edouard Philippe presented during a press conference held on 26 February 2018, the main terms of a "new French railway pact". Since then, the Law nº2018-515 dated 27 June 2018 for the new railway pact has been adopted by the French Parliament and published in the French Official Journal on 28 June 2018 (the **2018 Rail Reform Law**) Under the 2018 Rail Reform Law, it is envisaged in particular, as from 1 January 2020, to: • reorganise the SNCF group to achieve greater efficiency: this will involve the transformation of the current SNCF group into a State-owned unified group (groupe public unifié) and the change of the legal status of its constituent entities into State wholly-owned limited liability companies. According to the 2018 Rail Reform Law, SNCF Réseau, will become a limited liability company (société anonyme), to be wholly-owned by the holding company of the SNCF unified group which itself will be a State wholly-owned limited liability company (société nationale à capitaux publics) (the "Holding Company"). The 2018 Rail Reform Law also prohibits the sale or transfer of the shareholdings to be held by the French State in the Holding Company and the sale or transfer of the shareholdings to be					

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		held by the Holding Company in each of SNCF Réseau and SNCF Voyageurs (see below); • transfer, as part of the reorganization of the SNCF group, the entity known as Gares & Connexions to SNCF Réseau; • transform the employment organisation by ceasing the recruitment of staff under the regulated railroad staff (cheminot) status, as from 1 January 2020. Current employees will continue to benefit from their current cheminot status. In parallel with such transformation, negotiations will be held with employees and unions at the level of the railway branch; and • define the modalities for a successful opening up to the competition of the French passenger railway transport activities. The 2018 Rail Reform Law also enables the French government to adopt legislative measures by way of ordinances (*ordonnances*) in order to implement the new railway pact. In addition, the Prime Minister announced during a further press conference held on 25 May 2018 that: • the increase in TGV and freight charges would now be limited, in agreement with the ARAFER, to that of inflation; • the renewal of the network would be accelerated by increasing the investment effort as of 2022 by an additional €200 million per year, particularly on signaling; • the SNCF group has committed to reduce, by 2026, 2/3 of its competitiveness gap compared to its competitors; and • the French State would assume a substantial part of the existing debt of SNCF Réseau, i.e. €35 billion in two phases: €25 billion as of 1 January 2020 and the balance of €10 billion in 2022. On 26 November 2018, each of Agence France Trésor and the Issuer published a press release stating the following: • according to the announcements of the French Prime Minister on 25 May 2018 the French railway reform will give rise to a €35 billion debt relief of the Issuer (The French Railway Infrastructure Owner and Manager) by the

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		French State, among which €25 billion in 2020 and €10 billion in 2022, in order to significantly improve the financial structure of SNCF Réseau, alongside the enhancement of the operational performance of SNCF; and • the debt relief will involve arranging matching loans between SNCF Réseau and the Government Debt Fund (Caisse de la Dette Publique – CDP). After that, and following authorisation from the French Parliament in the Budget Act, the government will assume SNCF Réseau's debt to CDP, removing the corresponding amount of debt from SNCF Réseau balance sheet. Agence France Trésor added that "*this arrangement will spread the impact of assuming this debt on the government's borrowing requirement over a long period, while restoring the financial sustainability of SNCF Réseau. It will maintain completely equal treatment for bondholders*". On 3 June 2019, Ordinance n°2019-552 was adopted by the French State and sets out several principles in connection with the transformation of the current SNCF group into a State-owned unified group (*groupe public unifié*) and the change of the legal status of its constituent entities. *Transformation of the current SNCF group into a State-owned unified group* On 1 January 2020, the following operations, amongst others, are scheduled to occur: • SNCF Mobilités, as an EPIC, will transfer by way of a contribution at the net accounting value to a newly formed and wholly-owned limited liability company all its assets and liabilities related to the management of public railway stations. The financial debt associated with such activities will also be transferred to this limited liability company but SNCF Mobilités will remain the sole debtor of the relevant creditors. The share capital of this limited liability company will then be immediately transferred to SNCF Réseau, as an EPIC, at its net accounting value. SNCF Réseau will then transfer to this limited liability company all its assets and liabilities related to the management of the public railway stations. • SNCF Mobilités, as an EPIC, will transfer by way of a contribution at the net accounting value to a newly formed and wholly-owned limited liability company ("SNCF

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		Voyageurs") all its assets and liabilities related to its passengers and freight transport activities. The financial debt related to such activities will be transferred to SNCF Voyageurs but SNCF Mobilités will remain the sole debtor of the relevant creditors. The scope of the assets, rights and liabilities so transferred will each have to be approved by an *arrêté* of the Minister for transport, the Minister for the economy and the Minister for the budget. • SNCF, as an EPIC, will be wound up and all its assets and liabilities will be transferred at their net accounting value through a dévolution universelle de patrimoine to SNCF Mobilités, as an EPIC. • SNCF Réseau will be transformed from an EPIC into a limited liability company, to be wholly-owned by SNCF Mobilités. • SNCF Mobilités will be transformed from an EPIC into a State wholly-owned limited liability company (société nationale à capitaux publics) and will be re-named société nationale SNCF. The changes in the legal status of SNCF Réseau and SNCF Mobilités will not involve the creation of new legal entities or cessation of activities and all the rights and obligations of SNCF Réseau and SNCF Mobilités will remain unaffected as a result of such changes. *Governance of SNCF Réseau* In the context of the 2018 Railway Reform Law, the composition of the Board of Directors of SNCF Réseau will include: • two thirds of its members designated by the general meeting of the shareholders, half of such members being proposed by the French State. • one third of members designated by the employees. A French Order (*décret*) made following the advice (*avis*) of the French Council of State (*Conseil d'Etat*) will set out the list of the decisions of the Board of Directors relating to the financial, organizational and operational strategy that can be adopted only subject to approval of a majority of the members of the Board of Directors designated by the general meeting of the shareholders, those proposed of the French State being excluded.

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		Until the designation of the members of the Board of Directors by the general meeting of the shareholders and by the employees, the Board of Directors will be comprised as of 1 January 2020 and, at the latest, until 30 June 2020, of 12 members to be designated by a French Order (*décret*), at the latest by 31 December 2019, four of which shall be proposed by the relevant trade union organisations. The President of SNCF Réseau as of 31 December 2019 will remain in office on 1 January 2020 until a successor is appointed, at the latest by 30 June 2020. *Approval of the financial statements as of 31 December 2019 and statutory auditors* The financial statements of SNCF Réseau as of, and for the year ended, 31 December 2019 will be approved by the general meeting of the shareholders of SNCF Réseau pursuant to the current provisions of the French *Code de commerce*. The mandate of the current statutory auditors of SNCF Réseau will remain unaffected as a result of the transformation of SNCF Réseau into a limited liability company. *Ownership of the French railway network* The French railway network which is owned by the French State will be attributed to and managed by SNCF Réseau. On 7 June 2019, the SNCF group published a press release related in particular to its new financing policy and to the impact of such new policy on the debt of SNCF Réseau. In the context of the 2018 Railway Reform Law, *société nationale SNCF*, parent company of the new unified group, will provide strategic and financial leadership for the combined group under the independence requirements governing infrastructure managers. The SNCF group has thus decided to change its financing policy: as from 1 January 2020, *société nationale SNCF* will act as sole issuer on financial markets, entrusted with raising financing for the entire Group. Exceptionally and for operational reasons linked to the deployment of a single issuance system, for a transitional period that will not extend beyond 30 June 2020, SNCF Réseau will be able to continue to raise its own funding on the capital markets.

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		In accordance with the commitments of the SNCF group, SNCF Réseau's outstanding debt at 30 June 2020 will remain on SNCF Réseau balance sheet after this date. There are no plans to transfer this outstanding debt to *société nationale SNCF* or any other entity of the group SNCF. In May 2019, the Issuer was included in the list of the French *organismes divers d'administration centrale* by the French *Institut national des statistiques et des études économiques* (INSEE). Such inclusion requires to be confirmed by an *arrêté* of the Minister for the economy. As a result of being included on this list, SNCF Réseau will be prohibited as from one year after the publication of such *arrêté* from incurring borrowings through credit institutions or financing companies that have a maturity of more than twelve months or from issuing securities (including issuing debt securities such as the Notes under the Programme) that have a maturity of more than twelve months.
B.14	**Dependence upon other entities within the group**	The Issuer is fully controlled and owned by the French State via the APE. As of 31 December 2018, most of the Issuer's revenues come from the infrastructure fees paid by SNCF Mobilités for the use of the railway network. Please see paragraph B.5 for more information.
B.15	**The Issuer's principal activities**	The Issuer's purpose is to enhance French rail transport and achieve sustainable development by ensuring: • the access to the national rail infrastructure including the allocation of capacity on, and tariffs for using, this infrastructure; • operational management of traffic on the national railway; • the maintenance, including upkeep for and renewing of the national rail infrastructure; • the development, layout, consistency and enhancement of the national railway; and • the management of the services infrastructure which it owns and its enhancement.

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		The Issuer manages, modernises and develops a network of 30,000 km of train lines, of which 2,000 km are high speed lines. The network extends across all regions with 12 regional directorates, the Issuer enables and simplifies access to the network every day, listening to all its stakeholders transporting both cargo and passengers. The Issuer conducts its business in an environmentally responsible way, contributing to make rail the most environmentally- and eco-friendly mode of transport. The Issuer's objectives: • Manage and timetable all the traffic on the lines; • Increase the potential appeal of the network; • Provide stable financing; • the management of the services infrastructure which it owns and its enhancement; • Develop new railway lines; • Optimise and exploit its real estate portfolio.
B.16	**Controlling persons**	The Issuer is a State-owned industrial and commercial public entity (*Etablissement public à caractère industriel et commercial* – EPIC), which, with SNCF and SNCF Mobilités, constitutes the public railway group within the French railway system. The Issuer is a 100% French State-owned public entity, with no capital link with SNCF nor SNCF Mobilités. Pursuant to Article L. 2102-4 of the French *Code des transports*, with regard to the Issuer, SNCF is entrusted with the same powers and duties that a holding company has with regard to its subsidiaries (pursuant to article L.233-1 of the French *Code de commerce*). (see paragraph B.5). As an EPIC, SNCF Réseau does not have any share capital (within the meaning of the French *Code de commerce*) and does not issue share nor pay any dividend. The Issuer's capital at its date of incorporation amounted to €0.86 billion in equity, corresponding to the difference in value between its assets and liabilities. From its incorporation until 2003, this amount was supplemented by yearly capital injections by the French State.

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		On 31 December 2018, the cumulative amount of capital injections amounted to €9.8 billion.
		Pursuant to the Decree No. 97-444 dated 5 May 1997 relating to the missions and status of SNCF Réseau, the Issuer is placed under the auspices of the Transport Ministry. Pursuant to Decree No. 2015-137 dated 10 February 2015 relating to the missions and status of SNCF and the mission of the economic and financial inspection mission for transports (*la mission de contrôle économique et financier des transports*) (**MCEFT**), the financial and economic control of the French State over the EPICs of the railway group is exercised by the MCEFT under the authority of the Economy and Budget Ministers. Moreover, as a public services company, the Issuer is subject to the supervision of the French Court of Auditors (*Cour des Comptes*) *a posteriori*.
		The MCEFT for transport is responsible for informing, advising and controlling economic and financial matters related to SNCF, SNCF Réseau and SNCF Mobilités, including entities in which any of SNCF, SNCF Réseau and SNCF Mobilités hold the majority of the share capital. The MCEFT may *inter alia* issue any advice (*avis*) on any questions and planning decisions having an impact on the financial stability of SNCF, SNCF Réseau and SNCF Mobilités.
B.17	**Credit ratings**	The Issuer has been rated AA with a stable outlook by Fitch Ratings Ltd., Aa2 with a positive outlook by Moody's Investors Service and AA with a negative outlook by S&P Global Ratings Europe Limited, a division of The McGraw Hill Companies, Inc. Unless otherwise specified in the relevant Final Terms, it is currently expected that the Notes issued under the Programme (as defined below) will receive the following ratings, which are those given to the Programme: AA by Fitch Ratings Ltd., Aa2 by Moody's Investors Service and AA by S&P Global Ratings Europe Limited, a division of The McGraw Hill Companies, Inc. Notes pursuant to the Programme may be unrated or rated differently in certain circumstances. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating mentioned above. As at the date of the Base Prospectus, each of such credit rating agencies is established in the European Union and is registered under Regulation (EU) No 1060/2009, as amended by Regulation (EU) No. 513/2011 (the **CRA Regulation**) and is included in the

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		list of credit rating agencies published by the European Securities and Market Authority on its website (www.esma.europa.eu) in accordance with the CRA Regulation. Whether or not each credit rating applied for in relation to relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the Final Terms. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning credit rating agency without notice. ***Issue-specific summary:*** [The Notes [have been/are expected to be] rated [*specify rating(s) of Tranche being issued*] by [*specify rating agent(s)*].] [The Programme is rated [*specify rating(s) of the Programme*] by [*specify rating agent(s)*]] A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Section C – The Notes		
C.1	**Type and class of the Notes and ISIN number**	Notes issued under the Programme (the **Notes**) will be issued on a syndicated or non-syndicated basis. Notes will be issued in series (each, a **Series**). Each Series may comprise one or more tranches (**Tranches** and each, a **Tranche**) issued on different issue dates. The Notes of each Series will all be subject to identical terms, whether as to currency, interest, maturity or otherwise, or terms which are identical except that the issue date and the amount of the first payment of interest may be different in respect of different Tranches. The Notes of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Notes of different denominations. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and principal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in a Final Terms to the Base Prospectus (the **Final Terms**). The relevant security identification number(s) (ISIN) in respect of each Tranche of Notes will be specified in the applicable Final Terms. Notes may be issued in bearer form (**Bearer Notes**) or in registered form (**Registered Notes**). In respect of each Tranche of Bearer Notes issued the Issuer will deliver a temporary global note in bearer form (a **Temporary Global Note**) or (i) in respect of Notes to which U.S. Treasury Regulation §l.163-5(c)(2)(i)(C) applies or (ii) in respect of Notes to which TEFRA does not apply, in each case as so specified in such Final Terms, a permanent global note (a **Permanent Global Note,** together with Temporary Global Note, a **Global Note**). Such Global Note will: (i) if the Global Notes are intended to be issued in new global note (**NGN**) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking, S.A. (**Clearstream**); and (ii) if the Global Notes are not intended to be issued in NGN form, be delivered on or before the relevant issue date with a depositary or a common depositary for Euroclear

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		and/or Clearstream and/or any other relevant clearing system. Each Temporary Global Note will be exchangeable for interests in a Permanent Global Note or, if so specified in the relevant Final Terms, for Bearer Notes in definitive form (**Definitive Notes**) or, if so specified in the relevant Final Terms, Registered Notes in accordance with its terms. Each Permanent Global Note will be exchangeable for Definitive Notes in the circumstances specified in the applicable Final Terms or (if so specified in the relevant Final Terms) Registered Notes in accordance with its terms. Any such exchange may be subject to the delivery of a non-U.S. beneficial ownership certificate (if so specified in the relevant Final Terms). Definitive Notes will, if interest-bearing, either have interest coupons (**Coupons**) attached and, if appropriate, a talon (**Talon**) for further Coupons and will, if the principal thereof is repayable by instalments, have payment receipts (**Receipts**) attached. Registered Notes which are delivered outside any clearing system will be represented by individual certificates (**Individual Note Certificates**), one Individual Note Certificate being issued in respect of each holder's entire holding of Registered Notes of one Series. Registered Notes that are registered in the name of a nominee for one or more clearing systems will be represented by global certificates (**Global Note Certificates**). ***Issue-specific summary:*** The Notes are [€/£/U.S.$/*other*] [•] [•] per cent./Floating Rate/Dual Currency/Reverse Dual Currency/Inflation Linked/Zero Coupon] Notes due [•].
		Series Number: [●] Tranche Number: [●] Aggregate Nominal Amount: [●] (i) Series: [●] (ii) Tranche: [●] Form of Notes: Bearer Notes (i) New Global Note: [Yes/No]

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		(ii) Temporary or Permanent Global Note:	[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]. [Temporary Global Note exchangeable for Definitive Notes on [●] days' notice]. [Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note.]
		(iii) Applicable TEFRA exemptions: ISIN Code: Common Code: Central Depositary: FISN Code: CFI Code: Any clearing system(s) other than Euroclear and Clearstream and the relevant identification number(s):	[C Rules/D Rules/Not Applicable] [●] [●] [●] [●] [●] [Not Applicable]/[*give name(s) and number(s) [and address(es)]*]
C.2	**Currencies**	Notes may be denominated in any currency or currencies, (including without limitation, Australian dollars (**AUD**), Canadian dollars (**CAD**), Euro (**Euro** or **€**), Japanese Yen (**JPY**), New Zealand dollars (**NZD**), Pounds Sterling (**GBP** or **£**), Swiss Francs (**CHF**) and U.S. dollars (**U.S.$**), subject to compliance with all applicable legal and/or regulatory and/or central bank requirements and as further specified in the relevant Final Terms. ***Issue-specific summary:*** The currency of this Series of Notes is [Pounds Sterling (**GBP** or **£**)/Euro (**€**)/U.S. dollars (**U.S.$**)/*other*].	

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C.5	**Free transferability**	The Notes will only be issued in circumstances which comply with the laws, guidelines, regulations, restrictions or reporting requirements which apply to the Notes from time to time including the restrictions on the offer and sale of Notes and the distribution of offering material in various jurisdictions applicable at the date of the Base Prospectus.
C.8	**The rights attached to the Notes, ranking and limitations of those rights**	***Programme Amount*:** Up to Euro 55,000,000,000 (or the equivalent in other currencies at the date of issue) in aggregate nominal amount of Notes outstanding at any one time. The Issuer may increase the aggregate nominal amount of the programme (the **Programme**) in accordance with the Dealership Agreement executed between the Issuer and the permanent dealers (together with any dealer appointed in relation to a Tranche of Notes, the **Dealers**). ***Redemption:*** The Notes entitle the holders of the Notes (the **Noteholders**) on redemption to a claim for payment of a cash amount as summarised in Element C.9 below ***Specified Denominations:*** Notes will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements and unless otherwise permitted by then current laws and regulations, Notes in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom and having a maturity of less than one year from the date of issue, (i) shall have a redemption value of not less than £100,000 (or an amount of equivalent value denominated wholly or partly in a currency other than sterling), and (ii) no part of any such Note may be transferred unless the redemption value of that part is not less than £100,000 (or such equivalent amount). Any Notes resold pursuant to Rule 144A shall be in denominations of U.S.$100,000 (or its equivalent rounded upwards as agreed between the Issuer and the relevant Dealer(s)) or higher integral multiples of U.S.$1,000. ***Status of the Notes*:** The Notes and, where applicable, any Receipts and Coupons relating to them constitute direct, unconditional, unsubordinated and (subject to the negative pledge provision) unsecured obligations of the Issuer and shall at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the issuer, save for such obligations as may be

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		preferred by provisions of French law that are both mandatory and of general application. ***Negative Pledge:*** So long as any of the Notes, Receipts or Coupons remain outstanding, the Issuer undertakes (without, however, thereby affecting the right to dispose of any of its assets) that it will not grant or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest upon the whole or any part of its assets or revenues, present or future, to secure any Relevant Debt (as defined below) or any guarantee of any Relevant Debt unless, at the same time or prior thereto, the Issuer's obligations under the Notes (a) are secured equally and rateably therewith or (b) have the benefit of such other security, guarantee or other arrangement. For the purposes of the negative pledge provision, **Relevant Debt** means any present or future indebtedness in the form of, or represented by, bonds, notes, debentures or other securities which are for the time being, or are to be, or are capable of being, quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other securities market. ***Events of Default:*** The Notes may become due and payable at their principal amount together with any accrued interest thereon following the occurrence of an event of default in respect of the Notes. The events of default in respect of the Notes include: • a principal or interest payment default – if not paid on the due date thereof and such default is not remedied within 15 days; • a default in the performance of, or compliance with, any other obligation of the Issuer under the Notes, within a period of 30 days following written notification of such default; • a cross default provision (as described below); and • certain other events affecting the Issuer, including (subject to certain qualifications) if the Issuer is dissolved or all or substantially all of its assets are transferred to another entity prior to the repayment in full of the Notes. ***Cross Default:*** There shall be a cross default in relation to any indebtedness of the Issuer in respect of monies borrowed in excess of Euro 100,000,000 or its equivalent, subject to certain qualifications.

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		Withholding Tax*:** All payments in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. If such a withholding or deduction is required, the Issuer will have to gross-up its payments to the fullest extent then permitted by law and subject to certain exceptions. ***Governing Law*:** The Notes and all related contractual documentation and any non-contractual obligation arising out of or in connection therewith, will be governed by English law. ***Issue-specific summary: Specified denomination: [•]
C.9	**Interest, redemption and representation**	See Element C.8 for the rights attaching to the Notes, ranking and limitations. ***Fixed Rate Notes:*** Fixed interest will be payable in arrears on the date in each year specified in the relevant Final Terms. ***Floating Rate Notes*:** Floating Rate Notes will bear interest determined separately for each Series as follows: (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant specified currency governed by an agreement incorporating the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc.; or (ii) by reference to LIBOR, EURIBOR, EONIA, EUR CMS, TEC 10, (or such other benchmark as may be specified in the relevant Final Terms), or any successor rate or alternative rate, in each case adjusted for any applicable margin. Unless a higher rate is stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero. Interest periods will be specified in the relevant Final Terms.

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		Fixed/Floating Rate Notes Fixed/Floating Rate Notes may bear interest at a rate (i) that the Issuer may elect to convert on the date set out in the Final Terms for a Fixed Rate to a Floating Rate or for a Floating Rate to a Fixed Rate or (ii) that will automatically change from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate at the date set out in the Final Terms. ***Inflation Linked Notes relating to the CPI or the HICP:*** Inflation Linked Notes may be issued by the Issuer where the principal and/or interest in respect of such Notes will be calculated by reference to an inflation index ratio derived from either (i) the consumer price index (excluding tobacco) for all households in metropolitan France, as calculated and published monthly by the *Institut National de la Statistique et des Etudes Economiques* (**INSEE**) (the **CPI**), or (ii) the harmonized index of consumer prices excluding tobacco measuring the rate of inflation in the European Monetary Union excluding tobacco as calculated and published monthly by Eurostat (the **HICP**), or the relevant successor index (each an **Inflation Index Ratio**).
		Inflation Linked Notes relating to the RPI: Inflation Linked Notes may be issued by the Issuer where the principal and/or interest in respect of such Notes will be calculated by reference to an inflation index ratio derived from the U.K. Retail Price Index (the **RPI**) (all items) published by the Office of National Statistics (**ONS**) or the relevant successor index, (an **Inflation Index Ratio**). ***Dual Currency Notes:*** Payments, in respect of interest of Dual Currency Notes will be made in the equivalent currency specified in the relevant Final Terms, subject to the rates of exchange which may be determined at the issue date of the Notes or determined through a screen rate determination before the interest payment date with respect to the Notes. Payments, in respect of principal whether at maturity or otherwise, in respect of Dual Currency Notes may be made if the Dual Currency Notes redemption provisions are specified as applicable in the relevant Final Terms in the equivalent currency, as the case may be, based on such rates of exchange, as may be specified in the relevant Final Terms, which may be determined at the issue date of the Notes or determined through a screen rate determination before the redemption date of the Notes. ***Reverse Dual Currency Notes:*** Payments, in respect of interest of Reverse Dual Currency Notes will be made in the specified

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		currency, specified in the relevant Final Terms, and calculated on the basis of the equivalent calculation amount denominated in another currency specified in the relevant Final Terms, and converted into the specified currency at the rate of exchange specified in the relevant Final Terms which may be determined at the issue date of the Notes or determined through a screen rate determination before the interest payment date with respect to the Notes. Payments, in respect of principal whether at maturity or otherwise, in respect of Reverse Dual Currency Notes will be made if the Reverse Dual Currency Notes redemption provisions are specified as applicable in the relevant Final Terms in the specified currency and calculated on the basis of the equivalent calculation amount specified in the relevant Final Terms and converted in such specified currency at the rate of exchange specified in the relevant Final Terms, which may be determined at the issue date of the Notes or determined through a screen rate determination before the redemption date of the Notes. ***Zero Coupon Notes:*** Zero Coupon Notes may be issued at their nominal amount, at a discount to it or at a premium to it and will not bear interest. ***Date from which interest becomes payable and the due dates for interest*:** In respect of each Tranche of Notes bearing interest, the date from which interest accrues and due dates for interest (**Interest Payment Date(s)**) will be indicated in the applicable Final Terms. ***Maturity Date*:** Notes will have maturities as specified in the applicable Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. ***Redemption*:** Notes may be redeemed at par or at such other Redemption Amount as may be specified in the relevant Final Terms (the **Final Redemption Amount**). Unless otherwise permitted by then current laws and regulations, Notes in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom and having a maturity of less than one year from the date of issue, (a) shall have a redemption value of not less than £100,000 (or an amount of equivalent value denominated wholly or partly in a currency other than sterling), and (b) no part of any such Note may be transferred unless the redemption value of that part is not less than £100,000 (or such equivalent amount).

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		Optional Early Redemption (Issuer Call): If so specified in the relevant Final Terms, in respect of any issue of Notes, the Issuer may, having given the appropriate notice, redeem all (but not, unless and to the extent that the Final Terms specifies otherwise, some only) of the Notes of the relevant Series at their call early redemption amount (the **Early Redemption Amount (Call)**) (which shall be their outstanding nominal amount or, in the case of Notes which are non-interest bearing, their amortised face amount (which shall be equal to the sum of the issue price of the Notes and the product of the Amortisation Yield (compounded annually) (as defined in the relevant Final Terms) being applied to the Issue Price from (and including) the issue date of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Notes become due and repayable, the **Amortised Face Amount**) or such other redemption amount as may be specified in the Final Terms), together with accrued interest (if any) thereon on the date specified in such notice. The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Noteholder thereof of its option to require the redemption of such Note under the Optional Early Redemption (Investor Put) provision below. ***Optional Early Redemption (Investor Put):*** If so specified in the relevant Final Terms, in respect of any issue of Notes, the Issuer shall, upon the exercise of the relevant option by any Noteholder redeem the Notes of such Noteholder on the date specified in the duly completed early redemption notice (**Put Notice**) at its put early redemption amount (**Early Redemption Amount (Put)**) (which shall be their outstanding nominal amount or, in the case of Notes which are non-interest bearing, their Amortised Face Amount or such other redemption amount as may be specified in the Final Terms), together with accrued interest (if any) thereon on the date specified in such notice. The Noteholder may not exercise such option in respect of any Note which is the subject of the prior exercise by the Issuer of its option to redeem such Note under the Optional Early Redemption (Issuer Call) provision above. ***Redemption by instalments:*** The Final Terms issued in respect of each issue of Notes that are redeemable in two or more instalments (**Instalment Amount(s)**) will set out the date(s) on which, and the amounts in which, such Notes may be redeemed (**Instalment Date(s)**).

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		Early Redemption (Taxation Reasons)*:** Early redemption will be permitted by the Issuer for taxation reasons, after the giving by the Issuer of relevant notice to the Noteholders. The Notes of any Series must be redeemed in whole, but not in part, at their early tax redemption amount (**Early Redemption Amount (Tax)**) (which shall be their outstanding nominal amount or, in the case of Notes which are non-interest bearing, their Amortised Face Amount or such other redemption amount as may be specified in the Final Terms), together with accrued interest (if any) thereon on the date specified in such notice. ***Noteholders' Representative: There will be no designated representative of the Noteholders. Meetings of the Noteholders of any Series to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution (as defined in the Fiscal Agency Agreement (as defined below)) of the Terms and Conditions and the deed of covenant executed by the Issuer insofar as the same may apply to such Notes, shall be held in accordance with the terms of the fiscal agency agreement made between the Issuer and BNP Paribas Securities Services, Luxembourg Branch in its capacities as fiscal agent, registrar, principal paying agent and as transfer agent and BNP Paribas Securities Services in its capacities as Paris paying agent (the **Fiscal Agency Agreement**). An Extraordinary Resolution passed at any meeting of the Noteholders of any Series will be binding on all Noteholders of such Series, whether or not they are present at the meeting, and on all Noteholders of Coupons relating to Notes of such Series. ***Yield (Fixed Rate Notes only)*:** An indication of the yield of the Fixed Rate Notes will be specified in the relevant Final Terms. **Issue-specific summary:** *Fixed Rate Notes:* [The Notes bear interest [from their date of issue/from [•]] at the fixed rate of [•] per cent. per annum. Interest will be paid [annually] in arrear on [•] each year. The first interest payment will be made on [•] / Not Applicable]. *Floating Rate Notes:* [The Notes bear interest [from the date of issue/from [•]] at floating rates calculated by reference to [LIBOR/ EURIBOR/EUR CMS/EONIA/TEC 10] [plus/minus] a margin

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		of [•] per cent. Interest will be paid [annually/semi-annually/quarterly] in arrear on [•] [and [•]] in each year, subject to adjustment for non-business days. The first interest payment will be made on [•] / Not Applicable]. *Fixed/Floating Rate Notes:* [The Notes shall bear interest [from their date of issue [to [●]]] at the fixed rate of [●] per cent. per annum payable [annually] in arrear on [●] each year until automatic conversion on [●]]. [If the Issuer elects to convert the rate of interest on [●],] [as/As] from such date the Notes shall bear interest at floating rates calculated by reference to [LIBOR/ EURIBOR/EUR CMS/EONIA/TEC 10] [plus/minus] a margin of [●] per cent. Interest will be paid [annually/semi-annually/quarterly] in arrear on [●] [and [●]] in each year, subject to adjustment for non-business days. The first interest payment will be made on [●]. [The Notes shall bear interest [from their date of issue [to [●]]] at floating rates calculated by reference to [LIBOR/ EURIBOR/EUR CMS/EONIA/TEC 10] [plus/minus] a margin of [●] per cent. Interest will be paid [annually/semi-annually/quarterly] in arrear on [●] [and [●]] in each year, subject to adjustment for non-business days [until automatic conversion on [●]]. [If the Issuer elects to convert the rate of interest on [●],] [as/As] from such date the Notes shall bear interest at the fixed rate of [●] per cent. per annum payable [annually] in arrear on [●] each year [until automatic conversion on [●]]. The first interest payment will be made on [●]]. *Inflation Linked Notes relating to the CPI or the HICP:* [The Notes will bear interest [from their date of issue/from [•]] at a rate to be calculated by reference to an Inflation Index Ratio derived from [the CPI / the HICP] as specified in the relevant Final Terms and payable [annually/ semi-annually/ quarterly/ monthly] in arrear on [•] [and [•]] in each year, subject to adjustment for non-business days / Not Applicable]. *Inflation Linked Notes relating to the RPI:* [The Notes will bear interest [from their date of issue/from [•]] at a rate to be calculated by reference to an Inflation Index Ratio derived from the RPI as specified in the relevant Final Terms and payable [annually/ semi-annually/ quarterly/ monthly] in arrear on [•] [and [•]] in each year, subject to adjustment for non-business days / Not Applicable].

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		Dual Currency Notes and Reverse Dual Currency Notes: [The Notes will bear interest [from their date of issue/from [•]] at [[•] per cent. Fixed Rate per [*specify calculation amount*]/[*specify equivalent calculation amount*], payable in [*specify currency*]/[*specify reference rate*] [+/-per cent. Floating Rate per [*specify calculation amount*]/[*specify equivalent calculation amount*], payable in [*specify currency*]]. [The rate of exchange for determining the interest amount is [•]/] / Not Applicable]. *Zero Coupon Notes:* [The Notes do not bear any interest and will be offered and sold at a [discount / premium] to their nominal amount / Not Applicable]. *Date from which interest becomes payable and the due dates for interest*: [Interest on the Notes will accrue from [•] and will be due on [•] in each year up to and including the Maturity Date.] *Maturity Date:* [The Notes will have a Maturity Date of [[*Date*]/[the Interest Payment Date falling on or nearest to [•]].] *Redemption:* [Final Redemption Amount: [Subject to any purchases and cancellation or early redemption, the Notes will be redeemed on the Maturity Date (see above) at [100] per cent. of their nominal amount.]/[Other (*specify*)]] *Optional Early Redemption (Issuer Call):* Optional Early Redemption (Issuer Call): [Applicable (further particulars specified in item 22 of Part A of the Final Terms) / Not Applicable]. *Optional Early Redemption (Investor Put):* Optional Early Redemption (Investor Put): [Applicable (further particulars specified in item 23 of Part A of the Final Terms) / Not Applicable].

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		Redemption by instalments: [The Notes will be payable in Instalment Amount[s] of [at least / up to][•] payable on [•] [and [•]] (the **Instalment Date[s]**) [and [at least / up to][•] payable on [•] [and [•]] [*etc*]] / Not Applicable]. *Early Redemption (Taxation Reasons):* Early Redemption for taxation reasons permitted on days other than Interest Payment Days: [Yes / No] *Yield (Fixed Rate Notes only):* [The yield is [•] per cent. per annum. [Calculated as [*include details of method of calculation in summary form*] on the Issue Date.] The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield / Not Applicable.]
C.10	**Derivative component in interest payment**	Other than Inflation Linked Notes, Dual Currency Notes and Reverse Dual Currency Notes issued under the Programme, the Programme does not contain any derivative components. Inflation Linked Notes are linked to the CPI, the HICP or the RPI, as outlined in C.9, above. The value of Inflation Linked Notes will evolve in line with the CPI, the HICP or the RPI, respectively. Dual Currency Notes and Reverse Dual Currency Notes are linked to the exchange rate specified in the relevant Final Terms as outlined in C.9, above. The value of the Dual Currency Notes and Reverse Dual Currency Notes will evolve in line with the exchange rate between the two currencies specified in the relevant Final Terms.
C.11	**Listing and admission to trading**	Application has been made to Euronext Paris for Notes issued under the Programme to be admitted to trading and to be listed on Euronext Paris. The Programme has been passported to the Luxembourg Stock Exchange.

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		Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued. ***Issue-specific Summary***: [Application [has been][is expected to be] made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris] [the regulated market] of the [•] Stock Exchange.] [The Notes are not intended to be admitted to trading on any market.]
C.15	**Description of how the value of investment is affected by the value of the underlying instrument**	Inflation Linked Notes are debt securities which do not provide for predetermined principal and/or interest payments. Principal and/or interest amounts will be dependent upon the performance of the CPI, the HICP or the RPI, as outlined in C.9, above. The amount of principal and/or interest payable by the Issuer may vary and Noteholders may receive no interest. Where the principal is calculated by reference to the CPI, the HICP or the RPI, the relevant Final Terms will specify whether, in the event the level of the relevant Inflation Index Ratio is less than 1.00 at maturity, the Notes will be redeemed at par. If the relevant Final Terms specifies that in such case the Notes will not be redeemed at par, the amount of principal payable at redemption may not be the nominal amount of such Notes and may mean that investors loose a partial or total amount of their capital invested. Dual Currency Notes and Reverse Dual Currency Notes are debt securities which, subject to the provisions of the relevant Final Terms, may not provide for predetermined principal and/or interest amounts, as outlined in C.9 above. The amount of interest or principal payable may vary significantly according to the evolution of the rate of exchange of the currencies specified in the relevant Final Terms and investors may lose a partial or total amount of their capital invested.
C.16	**Derivative Notes – Maturity**	Inflation Linked Notes, Dual Currency Notes and Reverse Dual Currency Notes will have maturities as specified in the applicable Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. ***Issue Specific Summary****:*

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		The Notes will have a Maturity Date of [•][, subject to any early redemption pursuant to Condition 6.14 (*Early Redemption for RPI Reasons*)].
C.17	**Derivative Notes – Settlement procedure**	Inflation Linked Notes, Dual Currency Notes and Reverse Dual Currency Notes will be cash settled.
C.18	**Return on Derivative notes**	*Inflation Linked Notes* Payments of principal and/or interest in respect of any Inflation Linked Notes shall be determined by multiplying the outstanding nominal amount of such Note by the product of the rate *per annum* specified in the Final Terms and the relevant Inflation Index Ratio. The relevant Final Terms will specify whether, in the event the level of the relevant Inflation Index Ratio is less than 1.00 at maturity, the Notes will be redeemed at par. If the relevant Final Terms specifies that in such case the Notes will not be redeemed at par, the amount of principal payable at redemption may be less than the nominal amount of such Notes. *Dual Currency Notes* Payment of interest in respect of Dual Currency Notes shall be determined by applying the rate of interest of the Notes to the calculation amount of the Notes, multiplying such product by the applicable day count fraction and applying the rate of exchange specified in the relevant Final Terms. If the relevant Final Terms provide that the Dual Currency Notes redemption provisions are applicable to any tranche of Dual Currency Notes, payments of principal in respect of such Dual Currency Notes will be the outstanding nominal amount in the specified currency converted in the equivalent currency at the rate of exchange specified in the relevant Final Terms. In such case, Notes may not be redeemed at par, the amount of principal payable at redemption may be less than the nominal amount of such Notes. *Reverse Dual Currency Notes* Payment of interest in respect of Reverse Dual Currency Notes shall be determined by applying the rate of interest of the Notes to the equivalent calculation amount of the Notes denominated in a currency different from the specified currency, multiplying such product by the applicable day count fraction and applying the rate of exchange specified in the relevant Final Terms. If the relevant Final Terms provide that the Reverse Dual Currency Notes redemption provisions are applicable to any tranche of Reverse Dual Currency Notes, payments of principal in respect

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		of such Reverse Dual Currency Notes will be calculated per equivalent calculation amount and converted in the specified currency at the rate of exchange specified in the relevant Final Terms. In such case, Notes may not be redeemed at par, the amount of principal payable at redemption may be less than the nominal amount of such Notes.
C.19	**Derivative Notes – Exercise price / Final reference price**	Not applicable.
C.20	**Derivative Notes – Type of the underlying and where the information on the underlying can be found**	*Inflation Linked Notes* Inflation Linked Notes are Notes where the principal and/or the coupons are indexed. In addition to the real yield fixed when the issue is launched applied to a non-indexed principal, the coupon pays the change in inflation, applied in percentage of the issue's nominal amount. Inflation Linked Notes are linked to CPI, HICP or RPI, which are the official instruments for measuring inflation in France, the European Monetary Union and the United Kingdom, respectively. Each allows an estimation between two given periods of the average change in prices of goods and services consumed by households in their respective territory of application. Each is a summary gauge of movements in prices of products on a constant-quality basis. Details of the source from which information about such indexes can be obtained will be specified in the applicable Final Terms. *Dual Currency Notes and Reverse Dual Currency Notes* Dual Currency Notes and Reverse Dual Currency Notes are Notes where the principal and/or the coupons are linked to the rate of exchange of the currencies specified in the relevant Final Terms. ***Issue Specific Summary:*** *Inflation Linked Notes* The Notes will be linked to [CPI / HICP / RPI]. Information about the [CPI / HICP / RPI], its volatility and past and future performance can be obtained [on/from] [●]. *Dual Currency Notes*

Section C – The Notes		
		The Notes will be linked to [*Specify the relevant rate of exchange*]. Information about the [*Specify the relevant rate of exchange*], its volatility and past and future performance can be obtained [on/from] [●]. *Reverse Dual Currency Notes* The Notes will be linked to [*Specify the relevant rate of exchange*]. Information about the [*Specify the relevant rate of exchange*], its volatility and past and future performance can be obtained [on/from] [●].
C.21	**Indication of the market where the securities will be traded and for which the prospectus has been published**	Application has been made to Euronext Paris for Notes issued under the Programme to be admitted to trading and to be listed on Euronext Paris. The Programme has been passported to the Luxembourg Stock Exchange.

Section D – Risks		
D.2	**Key risks specific to the Issuer**	The Issuer believes that the following factors may affect its activities. These factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. • **Legal risks** o Risks in connection with the status of the Issuer: following the adoption of the 2018 Rail Reform Law, the Issuer will be subject as of 1 January 2020 to various reorganisations, including the change of its legal status into a limited liability company (*société anonyme*). o The French Government may influence or take decisions that are important for the Issuer, since it is a State-owned industrial and commercial public entity (EPIC). Following the submission of a report on the situation of the French railway system commissioned by the French Government by Jean-Cyril Spinetta on 15 February 2018, the French Prime Minister, Edouard Philippe, has set out, during a press conference held on 26 February 2018, the main terms of a "new French railway pact". Since then, the 2018 Rail Reform Law has been published in the French Official Journal on 28 June 2018. The SNCF group will be subject as of 1 January 2020 to various reorganisations, including a change to the legal status of its constituent entities (including the Issuer) and the transfer of the entity known as *Gares & Connexions* to the Issuer. In addition, the Prime Minister announced during a further press conference held on 25 May 2018 that the French State would assume a substantial part of the existing debt of SNCF Réseau, i.e. € 35 billion in two phases: €25 billion as of 1 January 2020 and the balance of €10 billion in 2022. This debt transfer has been confirmed and the main features of such transfer has been set out in the press releases published by *Agence France Trésor* and SNCF Réseau on 26 November 2018, nonetheless, details of this debt transfer remain to be fully determined. These reorganisations

Section D – Risks		
		could have a material effect on its activities and/or its financial situation, including on the rating of the Issuer and the Notes, the extent and shape of which it is not yet possible to fully determine or anticipate. o The Issuer operates its activities within the context of a performance contract with the French State. o The Issuer's activities require various administrative authorisations that may be difficult to obtain or whose grant may be subject to conditions that may become significantly more stringent. o The fees of SNCF Réseau, payable by passenger services operators are regulated. The level of such fees may have an impact on the Issuer's results. • **Financial / market risks (interest rate, liquidity, counterparty and currency risks)** o Interest rate risk: the Issuer is exposed to interest rate risk, given the substantial amount of net debt that it has to refinance through the financial markets. o Liquidity risk: under its financial strategy, the Issuer must at all time have the necessary financial resources to fund its current operations and investments. In addition to its own resources and the public funding it receives, the Issuer secures most of its financing through organised debt market or over-the-counter transactions. Liquidity risk is constantly hedged through the proactive management of liquidity requirements, and access to diversified sources of funding both long-term (EMTN programme of €55 billion) and short-term (French commercial paper (titres négociables à court terme – NEU CP) of €3 billion and Euro Commercial Paper of €5 billion). The network manager also benefits from a €1.5 billion credit line that has never been drawn down.

Section D – Risks		
		○ Counterparty risk: the Issuer is exposed to counterparty risk in connection with its cash investments and the subscription of derivatives from its financial partners, insofar as the debtor refuses to honour all or part of its commitments or does not have the means to respect it, thus, it is exposed in the daily management of its cash flows and the management of its mid and long-term debt. To hedge counterparty risk, the Issuer performs margin calls with its financial counterparties whose rating is lower than the threshold defined by the Board of Directors. Collateral (in cash only) is called up in the amount of the market value of the financial instrument portfolios for each counterparty whom the Issuer is at risk. ○ Currency risk: the Issuer negotiates foreign currency financing, which is translated into euros. ○ Risk relating to the assumptions used to measure the net value of the assets of the Issuer (see section B.10 of this Summary). In addition to these risks specific to financial market activities, the Issuer is also exposed to financing risks relating to its financial involvement in different investment operations and counterparty risks involving customers or co-financing bodies. Subject to the implementation of the Golden Rule, the risk of project deviation is also a significant financial issue for the entire company. • **Major risks in operating sectors** ○ Major risks in operating sectors mainly relate to the use of the railway network (technical safety relating to the design and maintenance of the rail infrastructure equipment and safety of the traffic management) and networks investments (including construction risks). ○ Major legal risks: in addition to legal risks relating to the possibility of the Issuer being sued as an owner and operator, and also as prime contractor, the Issuer is also regularly confronted

Section D – Risks		
		with new legal risks relating to developments in the regulatory framework to which it is subject, particularly regarding its rail infrastructure management or project management activities, and under the partnership agreements binding the network manager to its various partners (legal security of new concession or public-private partnership agreements). o Economic risks: the macro-economic strategy of the network manager is driven by traffic growth and its impact on the collection of access fees as well as the effective control of network maintenance and extension costs. o IT risks: the Issuer has set out an IT security system policy which has been efficient against cyberattacks so far, nevertheless, as the Issuer's operations rely on IT systems, a failure or breakdown in their security could jeopardise the Issuer's reputation and hinder its financial performance. o Major reputation risks: these risks mainly arise from rail incidents and accidents and are likely to tarnish the Issuer's image vis-à-vis investors and partners, it being specified that the occurrence of such rail incidents and accidents is quite low. Other risks relating to the network manager's activities (including, strictly speaking, outside the rail sector) are also identified as being likely to damage the Issuer's reputation and are also treated under this category (e.g. risks of damage to the environment). o Employment & personnel risks: strike actions and other labour unrest by employees (whether or not supported by unions) have occurred in the past and cannot be excluded in the future, in particular in the context of the debate on the « new French railway pact ». Such actions, if significant, could have a negative effect on the financial performance of the Issuer. • **Risk relating to climate change**: extreme weather conditions have already been observed on the rail network. These conditions negatively impact the

Section D – Risks		
		infrastructure of the railway. The adaptability and technical strength of the railway infrastructure are new issues in the wake of climate change as they affect both traffic and network security. • **Insurance policy**: certain risks of the Issuer (such as cyber risks) are not covered by insurance which could have a negative impact on the Issuer's financial situation. • **Terrorist attacks** and similar events could have a negative impact on the business and results of the Issuer. • **Current Litigation**
D.3	**Key risks specific to the Notes**	Notes may not be a suitable investment for all investors. Each potential investor must determine, based on its personal assessment and with the help of any advisor it may find to be useful depending on the circumstances, the suitability of that investment in light of its own circumstances. Certain risks relating to Notes depend on their features and may include: • limited and/or volatile market value of the Notes; • redemption when reinvestment circumstances are not advantageous for a Noteholder; • reduced or no payment of interest; • payment of principal or interest at a different time than expected; • loss of all or part of a Noteholder's investment - this may be due to the Notes (or any return of capital or interest thereon) being: o subject to optional redemption by the Issuer, which is likely to limit their market value, particularly during any period when the Issuer may elect to redeem Notes;

Section D – Risks		
		○ payable, as to their issue price, in instalments – changes to interest rates or other market conditions may affect the price of subsequent instalments;
		○ subject to a fixed-to-floating (or floating-to-fixed) rate of interest; ○ issued at a discount or premium from their principal amount – Notes issued at a discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities; and/or ○ If so specified in the relevant Final Terms, the amount of principal payable at redemption under Inflation Linked Notes may be less than the nominal amount of such Notes or even zero. Other risks relating to the Notes include: • binding decisions of meetings of Noteholders – defined majorities of Noteholders may make decisions that bind all Noteholders; • no payment of additional amounts (in certain circumstances) in relation to taxes withheld from payments under the Notes; • changes in law may impact the value of Notes; • the possible requirement to pay taxes or other documentary charges or duties in certain jurisdictions; • lack of a liquid secondary trading market for the Notes may restrict the ability of Noteholders to sell their Notes; • Noteholders receiving payments in currency other than that of their financial activities, which may expose Noteholders to risks relating to currency conversions; • changes in interest rates may affect the value of Fixed or Floating Rate Notes;

Section D – Risks		
		• credit ratings, which are not recommendations to buy, sell, or hold securities, not reflecting all risks relating to the Notes; • a credit rating reduction resulting in a reduction in the trading value of the Notes; • investors will not be able to calculate in advance their rate of return on Floating Rate Notes, Inflation Linked Notes, Dual Currency Notes and Reverse Dual Currency Notes; • the inflation indices underpinning Inflation Linked Notes not performing as well as they have historically; • if the value of the CPI, HICP, or RPI (respectively) calculated at any time prior to the maturity date is lower than the value of the relevant index at the time of the issue of the Notes or at the time of purchase by the Noteholders, then the amount of interest payable by the Issuer and/or the principal of Inflation Linked Notes may vary; • Zero Coupon Notes issued at a discount are subject to higher price fluctuations than non-discounted notes; • holders of Dual Currency Notes and Reverse Dual Currency Notes may be exposed to currency risk; • legal investment considerations, including lawfulness of purchase in a prospective investor's jurisdiction, may restrict certain investments; • certain investors being subject to laws and regulations or review or regulation by certain authorities; • a Noteholder's actual yield on the Notes may be reduced from the stated yield by transaction costs; • conflicts may arise between the interests of the Dealer(s) or the calculation agent and the interests of the holders;

Section D – Risks		
		• if definitive Notes are printed, and a holder holds an amount which is less than the minimum specified denomination, such holder would need to purchase a principal amount of Notes so that its holding amounts to a specified denomination in order to receive a definitive Note. • In respect of any Notes issued with a specific use of proceeds, such as a green bond, there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor. • Risks related to Notes which are linked to "benchmarks": Certain benchmarks (e.g. LIBOR) are the subject of ongoing national and international regulatory reform. Following the implementation of any such reforms, the manner of administration of benchmarks may change, with the result that they may perform differently than in the past. Any such consequence could have a material adverse effect on the value of any such Notes.
D.6	**Key information on factors which are material for the purpose of assessing the risks associated with Inflation Linked Notes, Dual Currency Notes or Reverse Dual Currency Notes**	*Inflation Linked Notes* Potential investors in Inflation Linked Notes should be aware that such Notes are debt securities which do not provide for predetermined interest payments. Principal and/or interest amounts will be dependent upon the performance of the CPI, the HICP or the RPI, as described in C.9, above. The amount of principal and/or interest payable by the Issuer may vary and Noteholders may receive no interest. Where the principal is calculated by reference to the CPI, the HICP or the RPI, the relevant Final Terms will specify whether, in the event the level of the relevant Inflation Index Ratio is less than 1.00 at maturity, the Notes will be redeemed at par. If the relevant Final Terms specifies that in such case the Notes will not be redeemed at par, the amount of principal payable at redemption may not be the nominal amount of such Notes and may mean that investors lose a partial or total amount of their capital invested.

Section D – Risks		
		Dual Currency Notes and Reverse Dual Currency Notes Potential investors in Dual Currency Notes and Reverse Dual Currency Notes should be aware that such Notes are debt securities which, subject to the provisions of the relevant Final Terms may not provide for predetermined interest payments. Principal and/or interest amounts may be dependent upon the performance of the relevant exchange rate, as described in C.9, above. The amount of principal and/or interest payable by the Issuer may vary and Noteholders may receive an amount of interest significantly low. If the relevant Final Terms provide that the Dual Currency Notes redemption provisions are applicable to any tranche of Dual Currency Notes, or if the relevant Final Terms provide that the Reverse Dual Currency Notes redemption provisions are applicable to any tranche of Reverse Dual Currency Notes, Notes will not be redeemed at par, the amount of principal payable at redemption may be less than the nominal amount of such Notes and investors may lose a total or a partial amount of their investment.

Section E - Offer		
E.2b	**Reasons for the offer and use of proceeds**	The net proceeds of the issue of each Tranche of Notes will (as specified in the applicable Final Terms) be applied by the Issuer either: • to finance its general activities; or • to finance investments in one or more of the Eligible Green Projects (as defined below) and further described in the SNCF Réseau green bond framework available on the SNCF Réseau website http://www.sncf-reseau.fr/fr/finance-durable. **Eligible Green Projects** include: (i) investments related to maintenance, upgrades and energy efficiency of the rail system; (ii) investments related to new rail lines and rail line extensions; and (iii) other investments linked to global climate change challenges, and the protection of biodiversity and natural resources. By reference to the Issue Date of any Tranche of Notes, Eligible Green Projects, will include both then new and ongoing projects in connection with which disbursements relating thereto may have been made in the two years prior to the issue of such Tranche of Notes or where disbursements relating thereto will be, and/or will continue to be, made on or after the Issue Date of such Tranche of Notes and expected to be disbursed completely prior to the maturity of such Tranche of Notes. If required, the applicable Final Terms will specify in more detail the specific Eligible Green Project(s) related to any particular Tranche of Notes and any other relevant information such as whether or not any third party opinions and/or reviews will be made available in connection therewith and where and/or from whom opinions, reviews and other relevant information may be obtained and/or accessed.

Section E - Offer		
		The Issuer expects the majority of the net proceeds to be allocated to the first two categories of Eligible Green Projects set out above. However, the inclusion of other investments linked to the protection or biodiversity and natural resources is essential to the Issuer's overall environmental and sustainability strategy. If, in respect of any particular issue of Notes, there is any other particular identified use of proceeds, this will be stated in the applicable Final Terms. ***Issuer-specific summary:*** • [The net proceeds of the issue of the Notes will be applied by the Issuer to finance its general activities] / [The net proceeds of the issue of the Notes will be used to finance investments in one or more of the Eligible Green Projects.]/[…..]
E.3	**Terms and conditions of the offer**	Notes may be offered to the public in France, the Grand Duchy of Luxembourg and/or any other Member State of the EEA in which the Base Prospectus has been passported, which shall be specified in the applicable Final Terms. The relevant Final Terms will specify the terms and conditions of the offer applicable to each Tranche of Notes. Other than as set out in section A.2 above, neither the Issuer nor any of the Dealers has authorised the making of any Non-exempt Offer by any person in any circumstances and such person is not permitted to use the Prospectus in connection with its offer of any Notes. Any such offers are not made on behalf of the Issuer or by any of the Dealers or Authorised Offerors and none of the Issuer of any of the Dealers or Authorised Offerors has any responsibility or liability for the actions of any person making such offers. ***Issuer-specific summary:*** [This issue of Notes is being offered in a Non-exempt Offer in [*specify particular country/ies*]. The issue price of the Notes is [•] per cent. of their nominal amount. [*Summarise any Non-exempt Offer, copying the language from paragraphs [35] of Part A and [10] of Part B of the Final Terms.*]

Section E - Offer		
		[There are restrictions on the offer and sale of the Notes and the distribution of offering materials in various jurisdictions.]
E.4	**Interests material to the issue**	An interest that is material to the issue/offer of Notes, including any conflicting Interests, will be described in the relevant Final Terms. ***Issue-specific summary:*** [Other than as mentioned above], [and save for [•],] so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer, including conflicting interests.]
E.7	**Estimated expenses**	Estimated expenses charged to the investor by the Issuer or the offeror will be specified in the relevant Final Terms. ***Issue-specific summary:*** [No expenses are being charged to an investor by the Issuer. For this specific issue, however, expenses may be charged by an Authorised Offeror (as defined above) in the range between [•] per cent. and [•] per cent. of the nominal amount of the Notes to be purchased by the relevant investor.]

Résumé en Français (French Language Summary of the Programme)

*Les résumés sont constitués d'éléments d'information dénommés "**Eléments**" dont la communication est requise par l'Annexe XXII et l'Annexe XXX du Règlement CE No 809/2004 tel que modifié. Ces éléments sont numérotés dans les sections A - E (A.1 - E.7).*

Le présent résumé contient l'ensemble des Eléments qui doivent être inclus dans un résumé pour ce type de Titres (tel que défini ci-dessous) et d'Emetteur (tel que défini ci-dessous). L'insertion de certains Eléments n'étant pas obligatoire, il est possible qu'il y ait des sauts de la numérotation dans la séquence des Eléments.

Même si l'insertion dans le résumé d'un Elément peut être requise en raison du type de Titres et d'Emetteur, il est possible qu'aucune information pertinente ne puisse être donnée concernant cet Elément. Dans ce cas, une brève description de l'Elément est insérée dans le résumé accompagnée de la mention "Sans objet".

Ce résumé est fourni pour les besoins de l'émission de Titres (Notes) (autres que les Titres pour lesquels la publication d'un prospectus n'est pas requise par la Directive 2003/71/CE telle qu'amendée ou remplacée) ayant une valeur nominale inférieure à 100.000 euros (ou son équivalent dans d'autres devises). Les investisseurs dans de tels Titres ayant une valeur nominale supérieure ou égale à 100.000 euros ne doivent pas se fonder sur ce résumé, de quelque manière que ce soit, et l'Émetteur (Issuer) n'accepte aucune responsabilité quelle qu'elle soit envers ces investisseurs concernant ce résumé.

Section A - Introduction et avertissements		
A.1	**Avertissement**	Veuillez noter que: • le présent résumé doit être lu comme une introduction au Prospectus de Base (tel que défini ci-dessous); • toute décision d'investir dans les Titres doit être fondée sur un examen exhaustif du Prospectus de Base par l'investisseur; • lorsqu'une action en responsabilité concernant l'information contenue dans le Prospectus de Base est intentée devant un tribunal, l'investisseur plaignant peut, selon la législation nationale de l'État Membre de l'Espace Economique Européen (EEE) avoir à supporter les frais de traduction du Prospectus de Base avant le début de la procédure judiciaire; et • seule la responsabilité civile des personnes qui ont présenté le résumé, y compris sa traduction peut être engagée, et ce, uniquement si le contenu du résumé est trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base ou s'il ne fournit pas, lu en combinaison avec les autres parties du Prospectus de Base, les informations clés permettant d'aider les

Section A - Introduction et avertissements		
		investisseurs lorsqu'ils envisagent d'investir dans ces Titres ayant une valeur nominale inférieure à 100.000 euros.
A.2	**Consentement**	Dans le cadre de toute offre de Titres en France et/ou dans le Grand Duché de Luxembourg et/ou toute autre juridiction de l'EEE dans laquelle ce Prospectus de Base a été passeporté, le cas échéant (les **Pays de l'Offre Non-exemptée**) qui ne bénéficie pas d'une exemption à l'obligation de publier un prospectus conformément à la Directive 2003/71/CE telle que modifiée ou remplacée, (une **Offre Non-exemptée**), si cela est indiqué dans les Conditions Définitives (*Final Terms*) (telles que définies ci-après) relatives à toute Tranche de Titres, l'Emetteur consent à l'utilisation du Prospectus de Base, tel que complété par le(s) supplément(s) y afférent(s), et des Conditions Définitives dans le cadre d'une Offre Non-exemptée, pendant la période d'offre (*Offer Period*) indiquée dans les Conditions Définitives (la **Période d'Offre**), soit (1) dans les Pays de l'Offre Non-exemptée indiqué(s) dans les Conditions Définitives applicables par tout intermédiaire financier qui (a) agit conformément à toutes les lois, règles, règlementations et recommandations applicables de toute autorité (les **Règles**), y compris, notamment et dans chacun des cas, les Règles relatives à la fois à l'opportunité ou à l'utilité de tout investissement dans les Titres par toute personne et à la divulgation à tout investisseur potentiel; (b) qui respecte les restrictions de vente qui s'appliquent comme s'il s'agissait d'un Agent Placeur nommé dans le cadre du Programme; (c) qui accepte le marché cible et les circuits de distribution identifiés au paragraphe « MiFID II *product governance* » indiquée dans les Conditions Définitives; (d) qui s'assure que tous les frais (et toutes les commissions ou avantages de toute nature) reçus ou payés par cet intermédiaire financier en raison de l'offre ou de la cession des Titres sont entièrement et clairement communiqués aux investisseurs ou aux investisseurs potentiels; (e) qui détient tous les permis, autorisations, approbations et accords nécessaires à la sollicitation, ou à l'offre ou la cession des Titres, en application des Règles; (f) qui conserve les dossiers d'identification des investisseurs au moins pendant la période minimum requise par les Règles applicables et doit, sur demande, mettre ces registres à la disposition des Agent(s) Placeur(s) concerné(s) et de l'Émetteur ou les mettre directement à la disposition des autorités compétentes dont l'Émetteur et/ou le(s) Agent(s) Placeur(s) concerné(s) dépendent afin de permettre à l'Émetteur et/ou aux Agent(s) Placeur(s) concerné(s) de respecter les Règles relatives à la lutte contre le blanchiment d'argent, à la lutte contre la corruption et les règles de

Section A - Introduction et avertissements		
		connaissance du client applicables à l'Émetteur et/ou aux Agent(s) Placeur(s) concerné(s); (g) qui n'entraine pas, directement ou indirectement, la violation d'une Règle par l'Émetteur ou les Agent(s) Placeur(s) concerné(s) ou qui ne soumet pas l'Émetteur ou les Agent(s) Placeur(s) concerné(s) à l'obligation d'effectuer un dépôt, d'obtenir une autorisation ou un accord dans tout pays; et (h) qui satisfait à toute autre condition spécifiée dans les Conditions Définitives applicables, soit (2) par les intermédiaires financiers indiqués dans les Conditions Définitives applicables, dans les Pays de l'Offre Non-exemptée indiqué(s) dans les Conditions Définitives applicables et sous réserve des conditions applicables indiquées dans les Conditions Définitives applicables, aussi longtemps qu'ils sont autorisés à faire de telles offres en vertu de la Directive 2014/65/UE sur les marchés d'instruments financiers. L'Emetteur peut donner son consentement à des intermédiaires financiers supplémentaires après la date des Conditions Définitives applicables et, le cas échéant, l'Émetteur publiera les informations ci-dessus les concernant sur http://www.sncfreseau.fr. Le consentement mentionné ci-dessus s'applique à des Périodes d'Offre se terminant au plus tard à l'issue d'une période de 12 mois à compter de la date d'approbation de ce Prospectus de Base. ***Résumé spécifique à l'émission:*** [Non applicable. L'Emetteur ne consent pas à l'utilisation du Prospectus de Base et des Conditions Définitives applicables.]/[L'Emetteur consent à l'utilisation du Prospectus de Base et des Conditions Définitives applicables dans le cadre d'une Offre Non-exemptée de Titres, sous réserve des conditions suivantes: (i) le consentement porte uniquement sur l'offre de Titres en France et/ou au Luxembourg et/ou [*selon le cas, préciser tout autre juridiction de l'EEE dans laquelle le Prospectus de Base a été passporté, le cas échéant*] (le[s] **Pays de l'Offre Non-exemptée**), qui ne bénéficie pas de l'exemption à l'obligation de publication d'un prospectus en vertu de la Directive Prospectus [et] (ii) le consentement est valable uniquement durant la période de [●] à [●] (la **Période d'Offre**) [et] (iii) les seuls établissements autorisés à utiliser le Prospectus de Base et les Conditions Définitives applicables pour les besoins de la présentation d'une Offre Non-exemptée de Titres sont [les Agents Placeurs concernés]

Section A - Introduction et avertissements		
		[et] [●]] / [*noms des intermédiaires financiers spécifiques énoncés dans les conditions définitives*,] **/** [tout intermédiaire financier qui respecte les conditions précisées dans le Prospectus de Base] (l'[/les] **Etablissement[s] Autorisé[s]** [et] [(iv) sous réserve de [la[/des] condition[s] supplémentaire[s] suivante[s]: [●].]] [Ni les Agents Placeurs ni l'Émetteur n'auront d'obligation de s'assurer qu'un Établissement Autorisé agira en conformité avec toutes les lois et règlementations et, en conséquence, ni les Agents Placeurs ni l'Émetteur ne pourront voir leur responsabilité engagée à ce titre.] [L'Émetteur accepte la responsabilité, dans le[s] Pays de l'Offre Non-exemptée, du contenu du Prospectus *vis-à-vis* de toute personne (un **Investisseur**) se trouvant dans ces Pays de l'Offre Non-exemptée à qui une offre de Titres est faite par tout Établissement Autorisé et lorsque l'offre est faite pendant la période pour laquelle le consentement est donné. Toutefois, ni l'Émetteur ni aucun Agent Placeur n'est responsable des actes commis par tout Établissement Autorisé, y compris concernant le respect des règles de conduite des affaires applicables à l'Établissement Autorisé ou d'autres obligations réglementaires locales ou d'autres obligations légales relatives aux valeurs mobilières en lien avec une telle offre applicables à l'Établissement Autorisé.] **// Un Investisseur** (***Investor***) **qui souhaite acquérir ou qui acquiert des Titres auprès d'un Etablissement Autorisé** (***Authorised Offeror***) **pourra le faire, et les offres et ventes des Titres à un Investisseur par un Etablissement Autorisé seront effectuées, conformément aux modalités et autres accords conclus entre cet Etablissement Autorisé et cet Investisseur y compris s'agissant du prix, de l'allocation, des accords de règlement et de toutes dépenses ou taxes facturées à l'Investisseur (les** Modalités de l'Offre Non-exemptée**). L'Émetteur ne sera pas partie à ces accords avec les Investisseurs (autres que les Agents Placeurs (*Dealers*) (tels que définis ci-dessous)) en ce qui concerne l'offre ou la vente des Titres et, en conséquence, le présent Prospectus de Base et toutes Conditions Définitives ne contiendront pas ces informations. Les Modalités de l'Offre Non-exemptée seront transmises aux Investisseurs par ledit Etablissement Autorisé pendant la période concernée. Ni l'Émetteur ni aucun des Agents Placeurs ou d'autres Etablissement Autorisés ne sauraient être tenus responsables pour cette information.** **Tout Etablissement Autorisé qui souhaite utiliser ce Prospectus de Base et les Conditions Définitives applicables dans le cadre d'une Offre Non-exemptée est tenu, pour la durée de la Période d'Offre concernée, de publier sur son site internet qu'il utilise le Prospectus de Base et les Conditions Définitives applicables à une telle Offre Non-exemptée conformément au consentement de l'Emetteur et aux conditions y afférentes.**

Section B – Emetteur		
B.1	**Raison sociale et nom commercial de l'Emetteur**	SNCF Réseau (l'**Emetteur** or **SNCF Réseau**).
B.2	**Siège social et forme juridique de l'Emetteur, la législation régissant son activité ainsi que son pays d'origine**	L'Emetteur est un Etablissement public à caractère industriel et commercial, régi par la loi française. L'Emetteur a été créé par la loi n°97-135 du 13 février 1997 et réformé en 2015 à la suite de l'entrée en vigueur de la loi no. 2014-872 du 4 août 2014, relative à la réforme ferroviaire en France, (la **Loi portant réforme ferroviaire**) publiée le 5 août 2014 au Journal Officiel est entrée en vigueur le 1er juillet 2015 date à laquelle sont entrés en vigueur ses décrets d'application (publiés le 11 février 2015 au Journal Officiel), à la suite de l'octroi des titres de sécurité nécessaires aux établissements pour effectuer leurs missions ferroviaires. Ses missions sont précisées dans le décret n° 97-444 du 5 mai 1997 modifié par le décret n° 2015-140 du 10 février 2015. La Loi portant réforme ferroviaire a modifié l'organisation du système ferroviaire français tel qu'il existait à l'époque et a créé un groupe public ferroviaire réuni comprenant un nouvel établissement public à caractère industriel et commercial (EPIC), dénommé SNCF, qui assure la coordination du système ferroviaire en France. Le groupe SNCF comprend également deux autres établissements publics à caractère industriel et commercial (EPIC), « filles »: l'un étant SNCF Réseau (le détenteur et le gestionnaire du réseau ferré national) anciennement dénommé Réseau Ferré de France, l'autre étant SNCF Mobilités (l'exploitant ferroviaire) anciennement dénommé SNCF. Le changement de nom de Réseau Ferré de France en « SNCF Réseau » est intervenu le 1er janvier 2015. Les principales dispositions de la Loi portant réforme ferroviaire et des décrets concernaient (i) le rassemblement au sein de l'Emetteur des missions jusqu'à maintenant exercées par Réseau Ferré de France, de SNCF Infrastructures et de la direction de la circulation ferroviaire (**DCF**); (ii) l'actualisation de la composition et les attributions du conseil d'administration de l'Emetteur et (iii) la précision des règles relatives à la gestion financière et comptable. Les règles de gouvernance d'entreprise s'inscrivent dans le respect des dispositions de la Charte régissant les relations entre l'Agence des Participations de l'Etat (**APE**) et les entreprises publiques, telle que mise à jour le 21 juillet 2005.

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		En tant qu'établissement public, l'Emetteur n'a pas de capital social (au sens juridique du terme). L'Emetteur n'a pas d'actions et ne verse pas de dividendes. Il est sous l'autorité et le contrôle de l'Etat français par l'intermédiaire de l'APE, ses biens relèvent du domaine public et sont insaisissables. Le siège social de l'Emetteur est situé au 15/17, rue Jean-Philippe Rameau, CS 80001, 93418 La Plaine Saint Denis Cedex France. Le groupe SNCF va faire l'objet d'une nouvelle réorganisation suite à l'adoption de la Loi sur la Réforme Ferroviaire 2018 telle que décrite en B.13 ci-dessous, qui entrainera en particulier à partir du 1er janvier 2020 un changement de statut juridique des membres du groupe SNCF tel que décrit en B.13 ci-dessous.
B.4b	**Tendances**	Dans le contexte du nouveau pacte ferroviaire et du projet Nouvel'R en cours, SNCF Réseau s'organise autour de sa vision stratégique à horizon 2030, ainsi dès 2019 de nombreux chantiers sont lancés pour préparer la nouvelle SNCF à l'ouverture à la concurrence des entreprises ferroviaires. 2019 sera une année charnière et active pour SNCF Réseau avec la préparation de la mise en œuvre au 1er janvier 2020 des principales mesures du nouveau pacte ferroviaire, notamment la transformation en société anonyme à capitaux publics qui permettra plus de souplesse tout en restant une société d'Etat, et la gestion unifiée des gares grâce au rattachement de Gares et Connexions via une filiale. Le nouveau pacte ferroviaire consiste également à construire un nouveau cadre social plus compétitif pour l'entreprise et plus attractif et motivant pour les cheminots et les futurs candidats. L'ouverture à la concurrence et la digitalisation sont de véritables défis en termes d'évolution des métiers, de même les exigences de performance et de productivité, et la fin du recrutement au statut prévue par la loi sont autant d'éléments qui conduisent à la négociation sur le nouveau pacte social vers une nouvelle convention collective et de nouveaux accords d'entreprises pour le ferroviaire. Le déploiement du projet d'entreprise Nouvel'R va se poursuivre afin de mener la transformation de SNCF Réseau, de préparer le réseau du futur et mieux répondre aux attentes des clients. Nouvel'R est un projet de long terme avec: • d'ici un an, des processus stabilisés et une transversalité accrue dans les modes de management de l'Emetteur; • d'ici trois ans, une qualité de service nettement améliorée et l'atteinte des objectifs de performance économique;

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		• d'ici dix ans, les premiers effets du Réseau Haute Performance. Le projet de transformation de l'exploitation engagé afin d'obtenir un réseau « haute performance » comporte plusieurs modules de modernisation du système d'exploitation pour notamment permettre une réduction notable des défaillances du système de signalisation, une optimisation de la capacité des lignes ou encore obtenir une plus grande productivité liée à la centralisation de la commande des circulations. Les effets de ces modules seront démultipliés lorsqu'ils seront déployés simultanément. Les efforts de modernisation et d'amélioration du réseau vont continuer dans les années à venir. A l'instar du projet Eole, prolongement du RER E vers l'ouest de la Capitale, qui permettra d'alléger le trafic voyageurs des lignes de RER A, B et D et qui sera mis en service en deux temps: en 2022 pour le tronçon Haussmann-Saint-Lazare – Nanterre-la-Folie et en 2024 pour la ligne complète jusqu'à Mantes-la-Jolie. La gare de Paris-Nord va connaître un important projet d'agrandissement pour accompagner la croissance de l'ensemble des activités de transport de SNCF Mobilités. Le nombre de voyageurs au quotidien devrait en effet augmenter de plus de 40 % d'ici 2030. Les travaux permettront de multiplier par trois les espaces dédiés aux voyageurs, passant de 36 000 m² à 110 000 m²: un nouveau terminal départ améliorera la fluidité, le terminal outre-manche sera agrandi, les espaces de circulation seront multipliés par 2,5 et l'accessibilité sera renforcée grâce à un plus grand nombre d'ascenseurs et d'escaliers mécaniques. Ces travaux devront être terminés pour les Jeux Olympiques de 2024. La qualité de service constitue également un des leviers-clés mis à l'honneur par SNCF Réseau dans le cadre de la stratégie à horizon 2030. A travers les démarches « H:00 » et « FIRST » la priorité est donnée à l'information voyageurs et à la régularité en rendant les services ferroviaires plus ponctuels, plus robustes avec des actions menées sur les causes réseau. Bien sûr la sécurité est un enjeu majeur pour SNCF Réseau, notamment à travers le programme « PRISME » qui vise à installer une démarche d'« excellence sécurité » à travers six piliers: « Proactivité » des agents, analyse des « Risques », maîtrise des « Interfaces » entre les entités, « Simplification » des procédures, création de conditions « Managériales » propices à l'implication personnelle des agents et accès à des « Equipements » à la pointe de l'innovation. Dans le cadre de la clôture des comptes de l'Emetteur au 30 juin 2018, la Loi sur la Réforme Ferroviaire 2018 (telle que définie et décrite en B.13

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		ci-dessous), ainsi que les diverses déclarations du gouvernement, notamment sur l'évolution des indexations des péages ou la reprise de la dette, avaient constitué des indices de variation de valeur. En conséquence, un test de valeur avait été conduit au 30/06/2018. Dans le cadre de la clôture des comptes au 31/12/2018, SNCF Réseau n'a pas identifié de nouvel indice de perte de valeur et n'a pas réalisé de nouveau test de valeur. Le groupe SNCF (y compris l'Emetteur) est actuellement sujet à une réorganisation suite à la Loi sur la Réforme Ferroviaire 2018.
B.5	**Le groupe et la position de l'Emetteur au sein du groupe**	Le groupe SNCF est composé de trois EPIC: SNCF, l'Emetteur et SNCF Mobilités, chacun détenu à 100% par l'Etat français par l'intermédiaire de l'Agence des Participations de l'Etat. L'Emetteur n'a de lien capitalistique ni avec SNCF ni avec SNCF Mobilités. Conformément à l'article L. 2102-4 du Code des transports, les attributions dévolues à la SNCF à l'égard de l'Emetteur sont identiques à celles qu'une société exerce sur ses filiales (au sens de l'article L.233-1 du Code de commerce). Les attributions de SNCF s'exercent dans le respect des exigences d'indépendance, au plan décisionnel et organisationnel, des fonctions suivantes de SNCF Réseau (article L. 2111-9 du Code des transports): • assurer l'accès à l'infrastructure ferroviaire du réseau ferré national, comprenant la répartition des capacités et la tarification de cette infrastructure; • assurer la gestion opérationnelle des circulations sur le réseau ferré national; • assurer la maintenance, comprenant l'entretien et le renouvellement, de l'infrastructure du réseau ferré national; • assurer le développement, l'aménagement, la cohérence et la mise en valeur du réseau ferré national; • assurer la gestion des installations de service dont il est propriétaire et leur mise en valeur; en vue de garantir en toute transparence un accès équitable et non discriminatoire à l'infrastructure du réseau ferré national. Les filiales consolidées de l'Emetteur sont les suivantes: • SFERIS, société de prestation de travaux et d'accompagnement des chantiers en France, détenue à 100% par l'Emetteur;

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		• EURAILSCOUT BV, société d'inspection et analyses embarquées des voies ferrées, détenue à 50% par l'Emetteur; • CDG Express Etudes, projet de liaison ferroviaire en France, entre la gare de l'Est à Paris et l'aéroport Paris-Charles-de-Gaulle, détenue à 33% par l'Emetteur. • ALTAMETRIS, société en charge d'industrialiser et de commercialiser l'acquisition, le traitement et la valorisation de données via des vecteurs mobiles automatisés, essentiellement des drones et des satellites, détenue à 100% par l'Emetteur. Le groupe SNCF (y compris l'Emetteur) va faire l'objet d'une nouvelle réorganisation suite à l'adoption de la Loi sur la Réforme Ferroviaire 2018 telle que décrite en B.13 ci-dessous.
B.9	**Prévision de bénéfice**	Sans objet
B.10	**Réserves du rapport d'audit**	Les comptes consolidés et individuels de l'Emetteur pour les exercices clos le 31 décembre 2017 et 31 décembre 2018 ont été vérifiés par les commissaires aux comptes qui ont émis des rapports d'audit. Ces rapports d'audit contiennent concernant l'exercice clos le 31 décembre 2017 les réserves suivantes et concernant l'exercice clos le 31 décembre 2018 les réserves suivantes: Le rapport des commissaires aux comptes sur les comptes consolidés pour l'exercice clos le 31 décembre 2017 contient la réserve suivante: « *Comme mentionné en note 4.5 de l'annexe aux comptes consolidés relative au test de valeur des actifs de l'UGT infrastructure, l'entreprise avait mené au 31 décembre 2015 un test de perte de valeur qui avait conduit à la comptabilisation d'une dépréciation de 9,6 milliards d'euros..En lien avec l'approbation du contrat de performance par le Conseil d'Administration du 20 décembre 2016, SNCF Réseau avait identifié des indices de variation de valeur de ces actifs et avait en conséquence mis en œuvre à la clôture de l'exercice2016 i) un test de dépréciation sur ses actifs corporels et incorporels, ii) une évaluation distincte de ses actifs d'impôts différés – conformément aux exigences normatives, qui reposaient tous deux sur des hypothèses tenant compte du caractère spécifique de SNCF Réseau et qui avaient permis de confirmer la valeur économique du réseau. Au 31 décembre 2017, la suppression du CICE ainsi que les évolutions de cotisations patronales et salariales inscrites dans les lois de finance et loi de financement de la sécurité sociale pour 2018 ont constitué des indices de variation de valeur. Un nouveau test de dépréciation et une nouvelle évaluation des impôts différés ont donc été réalisés, selon la même méthodologie qu'au 31 décembre 2016. Ainsi, pour le réseau en service, l'entreprise a retenu l'année 2030 comme année normative considérant*

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		qu'elle correspond à l'année où le réseau est stabilisé au niveau de performance attendu. Les projections de trésorerie, fondées sur la trajectoire financière de 10 ans du contrat de performance entre l'Entreprise et l'Etat, intègrent (i) des entrées de trésorerie (péages, redevances d'accès, subventions d'investissement) émanant notamment d'engagements de l'Etat et progressant de façon significative, (ii) des dépenses (travaux et entretien des installations) et des investissements de renouvellement qui s'inscrivent dans des plans de productivité soutenus. Les évaluations réalisées soutiennent d'une part, le montant de la valeur comptable des immobilisations corporelles et incorporelles déduction faite de la dépréciation de 9,6 milliards d'euros et, d'autre part, une valeur de 3,5 milliards d'euros d'actifs d'impôts différés, reflétant l'équilibre de négociations entre l'Entreprise et l'Etat acté dans le contrat de performance. Cet équilibre suppose, d'une part, la mise en œuvre effective par ce dernier de l'ensemble des moyens et engagements nécessaires pour soutenir la valeur recouvrable des actifs ainsi déterminée et, d'autre part, la capacité de l'Entreprise à atteindre ses plans de productivité. Enfin, la valeur terminale, qui constitue 95% de la valeur d'utilité, est établie sur la base d'un réseau stabilisé, qui ne peut être corrélée à aucune situation historique connue. Des aléas et des incertitudes majeurs pèsent donc sur les hypothèses retenues pour l'évaluation des actifs corporels, incorporels et d'impôts différés, et en conséquence le montant des dépréciations afférentes pourrait augmenter de manière importante. Pour ces raisons, nous ne sommes pas en mesure d'apprécier le caractère probant de ces projections et donc de nous prononcer sur la valeur nette des actifs concernés qui s'élève au bilan à 33,7 milliards d'euros après dépréciation au 31 décembre 2017 pour les immobilisations corporelles et incorporelles et à 3,5 milliards d'euros pour les actifs d'impôts différés. » Le rapport des commissaires aux comptes sur les comptes annuels pour l'exercice clos le 31 décembre 2017 contient la réserve suivante: *« Comme mentionné en note 4.2.3 de l'annexe aux comptes annuels relative au test de valeur des actifs de l'UGT infrastructure, l'entreprise avait mené au 31 décembre 2015 un test de perte de valeur qui avait conduit à la comptabilisation d'une dépréciation de 9,6 milliards d'euros. En lien avec l'approbation du contrat de performance par le Conseil d'Administration du 20 décembre 2016 SNCF Réseau avait identifié des indices de variation de valeur de ces actifs et avait en conséquence mis en œuvre à la clôture de l'exercice 2016 un test de dépréciation sur ses actifs corporels et incorporels qui repose sur des hypothèses tenant compte du caractère spécifique de SNCF Réseau et qui avait permis de confirmer la valeur économique du réseau. Au 31 décembre 2017, la suppression du CICE ainsi que les évolutions de cotisations patronales et salariales inscrites dans les lois de finance et loi de financement de la sécurité sociale pour 2018 ont constitué des indices de variation de valeur. Un nouveau test a donc été réalisé, selon la même méthodologie que le test réalisé au 31 décembre 2016. Ainsi, pour le réseau en service, l'entreprise a retenu l'année 2030 comme année normative considérant qu'elle correspond à*

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		l'année où le réseau est stabilisé au niveau de performance attendu. Les projections de trésorerie, fondées sur la trajectoire financière de 10 ans du contrat de performance entre l'Entreprise et l'Etat, intègrent (i) des entrées de trésorerie (péages, redevances d'accès, subventions d'investissement) émanant notamment d'engagements de l'Etat et progressant de façon significative, (ii) des dépenses (travaux et entretien des installations) et des investissements de renouvellement qui s'inscrivent dans des plans de productivité soutenus. Les évaluations réalisées soutiennent le montant de la valeur comptable des immobilisations corporelles et incorporelles déduction faite de la dépréciation de 9,6 milliards d'euros comptabilisée au 31 décembre 2015, reflétant l'équilibre de négociations entre l'Entreprise et l'Etat acté dans le contrat de performance. Cet équilibre suppose, d'une part, la mise en œuvre effective par ce dernier de l'ensemble des moyens et engagements nécessaires pour soutenir la valeur recouvrable des actifs ainsi déterminée et, d'autre part, la capacité de l'entreprise à atteindre ses plans de productivité. Enfin, la valeur terminale, qui constitue 95% de la valeur d'utilité, est établie sur la base d'un réseau stabilisé, qui ne peut être corrélée à aucune situation historique connue. Des aléas et des incertitudes majeurs pèsent donc sur les hypothèses retenues pour l'évaluation des actifs corporels et incorporels, et en conséquence le montant des dépréciations afférentes pourrait augmenter de manière importante. Pour ces raisons, nous ne sommes pas en mesure d'apprécier le caractère probant de ces projections et donc de nous prononcer sur la valeur nette des actifs concernés qui s'élève au bilan à 33,7 milliards d'euros après dépréciation au 31 décembre 2017. » Le rapport des commissaires aux comptes sur les comptes consolidés pour l'exercice clos le 31 décembre 2018 contient la réserve suivante: « *Comme mentionné en note 4.5 de l'annexe aux comptes consolidés relative au test de valeur des actifs de l'UGT infrastructure, l'entreprise a considéré que l'adoption le 14 juin 2018 de la loi d'habilitation pour un nouveau pacte ferroviaire ainsi que diverses déclarations du gouvernement, concernant notamment une évolution des modalités d'indexation des péages, ont constitué de nouveaux indices de perte de valeur. L'entreprise a en conséquence réalisé un nouveau test en cours d'exercice selon la même méthodologie que celle utilisée au 31 décembre 2017, et a comptabilisé une dépréciation de 3,4 milliards d'euros complémentaire à celle de 9,6 milliards d'euros comptabilisée en 2015 traduisant un nouvel équilibre à date de négociations entre l'entreprise et l'Etat. Ce nouvel équilibre suppose, d'une part, l'atteinte par l'entreprise de ses plans de productivité et, d'autre part, la mise en œuvre effective, notamment par l'Etat, de l'ensemble des moyens et engagements nécessaires pour soutenir la valeur recouvrable des actifs ainsi déterminée.*

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		Ainsi, les projections de trésorerie utilisées dans le test intègrent (i) des entrées de trésorerie (péages, redevances d'accès, subventions d'investissement) émanant notamment d'engagements de l'Etat, (ii) des dépenses (travaux et entretien des installations), des investissements de renouvellement et des gains de productivité. • *Pour le réseau en service, l'entreprise a maintenu l'année 2030 comme année normative considérant qu'elle correspondra à l'année où le réseau sera stabilisé au niveau de performance attendu, ce niveau n'ayant jamais été atteint auparavant. La valeur terminale constitue la part essentielle de la valeur d'utilité.* • *Les flux de trésorerie utilisés pour supporter la valeur de ces actifs supposent l'atteinte par l'entreprise de plans de productivité encore plus ambitieux que ceux retenus pour les exercices précédents.* • *La trajectoire des péages du domaine conventionné est maintenue inchangée, par rapport à la clôture précédente, à un niveau plus soutenu que les activités TGV et Fret et ce malgré l'avis rendu par l'Arafer en février 2019 sur le DRR 2020, l'Entreprise considérant que le projet d'ordonnance actuellement en cours de revue par le Conseil d'Etat lui permettra de continuer à appliquer une indexation différente de celle de TGV et Fret.* • *Les subventions d'investissement affectées aux travaux de régénération et qui sont financées notamment à travers un fonds de concours par la redistribution par l'Etat à SNCF Réseau de ses dividendes perçus de SNCF, reposent sur une nouvelle trajectoire financière du Groupe Public Ferroviaire qui n'intègre pas les conséquences éventuelles des restructurations juridiques et fiscales à venir. En outre, ces subventions d'investissement issues de la trajectoire du Groupe ferroviaire n'ont pas reçu l'engagement formel de l'Etat.* • *Enfin, les flux de trésorerie utilisés sont issus d'une nouvelle trajectoire financière de SNCF Réseau qui devrait être intégrée dans un nouveau contrat de performance pour couvrir la période résiduelle 2018-2026. Cette trajectoire a été présentée pour information au conseil d'administration de SNCF Réseau du 25 juillet 2018 sans faire l'objet d'une approbation formelle.* *Ainsi, des aléas et incertitudes majeurs pèsent sur les hypothèses de flux de trésorerie prévisionnels actualisés retenus pour l'évaluation des actifs corporels et incorporels et des actifs d'impôts différés figurant au bilan au 31 décembre 2018 et, en conséquence, le montant des dépréciations afférentes pourrait augmenter de manière importante.*

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		Pour ces raisons, nous ne sommes pas en mesure d'apprécier le caractère probant de ces projections et donc de nous prononcer sur la valeur nette des actifs concernés qui s'élève au bilan au 31 décembre 2018 à 32,7 milliards d'euros après dépréciation pour les immobilisations corporelles et incorporelles et à 2,8 milliards d'euros pour les actifs d'impôts différés. » Le rapport des commissaires aux comptes sur les comptes annuels pour l'exercice clos le 31 décembre 2018 contient la réserve suivante: *« Comme mentionné en note 4.2.3 de l'annexe aux comptes annuels relative au test de valeur des actifs de l'UGT infrastructure, l'entreprise a considéré que l'adoption le 14 juin 2018 de la loi d'habilitation pour un nouveau pacte ferroviaire ainsi que diverses déclarations du gouvernement, concernant notamment une évolution des modalités d'indexation des péages, ont constitué de nouveaux indices de perte de valeur. L'entreprise a en conséquence réalisé un nouveau test en cours d'exercice selon la même méthodologie que celle utilisée au 31 décembre 2017, et a comptabilisé une dépréciation de 3,4 milliards d'euros complémentaire à celle de 9,6 milliards d'euros comptabilisée en 2015 traduisant un nouvel équilibre à date de négociations entre l'entreprise et l'Etat. Ce nouvel équilibre suppose, d'une part, l'atteinte par l'entreprise de ses plans de productivité et, d'autre part, la mise en œuvre effective, notamment par l'Etat, de l'ensemble des moyens et engagements nécessaires pour soutenir la valeur recouvrable des actifs ainsi déterminée.* *Ainsi, les projections de trésorerie utilisées dans le test intègrent (i) des entrées de trésorerie (péages, redevances d'accès, subventions d'investissement) émanant notamment d'engagements de l'Etat, (ii) des dépenses (travaux et entretien des installations), des investissements de renouvellement et des gains de productivité.* • *Pour le réseau en service, l'entreprise a maintenu l'année 2030 comme année normative considérant qu'elle correspondra à l'année où le réseau sera stabilisé au niveau de performance attendu, ce niveau n'ayant jamais été atteint auparavant. La valeur terminale constitue la part essentielle de la valeur d'utilité.* • *Les flux de trésorerie utilisés pour supporter la valeur de ces actifs supposent l'atteinte par l'entreprise de plans de productivité encore plus ambitieux que ceux retenus pour les exercices précédents.* • *La trajectoire des péages du domaine conventionné est maintenue inchangée, par rapport à la clôture précédente, à un niveau plus soutenu que les activités TGV et Fret et ce malgré l'avis rendu*

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		par l'Arafer en février 2019 sur le DRR 2020, l'Entreprise considérant que le projet d'ordonnance actuellement en cours de revue par le Conseil d'Etat lui permettra de continuer à appliquer une indexation différente de celle de TGV et Fret. • *Les subventions d'investissement affectées aux travaux de régénération et qui sont financées notamment à travers un fonds de concours par la redistribution par l'Etat à SNCF Réseau de ses dividendes perçus de SNCF, reposent sur une nouvelle trajectoire financière du Groupe Public Ferroviaire qui n'intègre pas les conséquences éventuelles des restructurations juridiques et fiscales à venir. En outre, ces subventions d'investissement issues de la trajectoire du Groupe ferroviaire n'ont pas reçu l'engagement formel de l'Etat.* • *Enfin, les flux de trésorerie utilisés sont issus d'une nouvelle trajectoire financière de SNCF Réseau qui devrait être intégrée dans un nouveau contrat de performance pour couvrir la période résiduelle 2018-2026. Cette trajectoire a été présentée pour information au conseil d'administration de SNCF Réseau du 25 juillet 2018 sans faire l'objet d'une approbation formelle.* *Ainsi, des aléas et incertitudes majeurs pèsent sur les hypothèses de flux de trésorerie prévisionnels actualisés retenus pour l'évaluation des actifs corporels et incorporels figurant au bilan au 31 décembre 2018 et en conséquence le montant des dépréciations afférentes pourrait augmenter de manière importante.* *Pour ces raisons, nous ne sommes pas en mesure d'apprécier le caractère probant de ces projections et donc de nous prononcer sur la valeur nette des actifs concernés qui s'élève au bilan au 31 décembre 2018 à 32,7 milliards d'euros après dépréciation pour les immobilisations corporelles et incorporelles. »*
B.12	**Informations financières historiques clés sélectionnées** Les informations financières historiques clés de l'Emetteur ci-dessous sont extraites des états financiers vérifiés de l'Emetteur au 31 décembre 2017 et au 31 décembre 2018.	
	Résultat Net **En millions d'euros** / **31 décembre 2017** / **31 décembre 2018** Résultat opérationnel courant / 1 099 / 627 Résultat financier / (1 172) / (1 241) Impôts sur les résultats / (129) / (771)	

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Résultat net des activités ordinaires	**(201)**	**(4 784)**

Evolution de la ventilation des redevances perçues par type

En millions d'euros	31 décembre 2017	31 décembre 2018	Variation
Redevance d'accès	1 971	1 986	15
Redevance de réservation	2 079	2 053	(26)
Redevance de circulation	1 378	1 276	(142)
Redevance quai	122	121	(1)
Redevances complémentaires d'électricité et de transport d'électricité *	231	211	(20)
Autres recettes	41	41	0
Redevances d'infrastructure	**5 821**	**5 648**	**(173)**
Compensation FRET	62	54	(8)
Autres produits	614	323	(291)
Total Chiffre d'affaires	**6 496**	**6 301**	**(195)**

* dont redevance de transport d'électricité: 146 M€ au 31 décembre 2017 et 133 M€ au 31 décembre 2018

Résultat financier

En millions d'euros	31 décembre 2017	31 décembre 2018	Variation
Charges et produits d'intérêts sur dette et trésorerie	(1 248)	(1 255)	(7)
Autres produits financiers	113	10	(103)
Autres charges financières	(27)	(2)	25
Coût de l'endettement financier net et autres	**(1 163)**	**(1 247)**	**(84)**
Coût financier net des avantages du personnel	(9)	7	16
Résultat financier	**(1 172)**	**(1 241)**	**(69)**

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Dette Nette

En millions d'euros	**31 décembre 2017**			**31 décembre 2018**		
	Courant	**Non-courant**	**EFN***	**Courant**	**Non-courant**	**EFN***
Titres de participation	0	0	0	0	0	0
Autres prêts et créances	1084	255	1338	1 120	489	1 609
Actifs à la juste valeur par résultat	50	0	50	0	0	0
Juste valeur positive des dérivés	33	1 059	1 092	259	820	1 079
Actifs financiers PPP	301	2 418	2 719	266	2,384	2,650
Actifs financiers	**1 467**	**3 732**	**5 199**	**1 645**	**3 693**	**5 337**
Trésorerie et équivalents de trésorerie	**3 326**	**0**	**3 326**	**2 707**	**0**	**2 797**
Sous-total Emprunts	18 69	46 537	48 405	2 395	47 340	49 735
Juste valeur négative des dérivés	69	2 244	2 313	82	2 224	2 306
Dettes de trésorerie et trésorerie passive	1 678	0	1 678	2 946	0	2 946
Passifs financiers PPP	270	2 465	2 736	279	2 438	2 717
Passifs financiers	**3 909**	**51 246**	**55 155**	5 723	52 002	57 724
Endettement Financier Net	**-**	**-**	**46 630**	-	-	49 590

** EFN: Endettement Financier Net*

Sous réserve de ce qui est indiqué dans le Prospectus de Base, depuis le 31 décembre 2018, le dernier

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	jour du dernier exercice pour lequel des états financiers vérifiés de l'Emetteur ont été publiés, (i) aucun changement significatif de la situation financière ou commerciale de l'Emetteur n'est survenu et (ii) aucune détérioration significative n'a affecté les perspectives de l'Emetteur."	
B.13	**Evénements récents**	A la suite du rapport remis au Gouvernement le 15 février 2018 par Jean-Cyril Spinetta sur la situation du système ferroviaire, le Premier ministre Edouard Philippe a exposé, dans le cadre d'une conférence de presse tenue le 26 février 2018, les grandes lignes d'« un nouveau pacte ferroviaire français ». Depuis cette date, la loi n° 2018-515 du 27 juin 2018 pour un nouveau pacte ferroviaire a été adoptée par le Parlement français et publiée au Journal Officiel de la République Française le 28 juin 2018 (la **Loi sur la Réforme Ferroviaire 2018**). Il est en particulier prévu dans cette Loi sur la Réforme Ferroviaire 2018, à compter du 1er janvier 2020, de: • réorganiser le groupe SNCF afin de permettre une plus grande efficacité: cela passera notamment par la transformation du groupe SNCF actuel en groupe public unifié ainsi que par une évolution de la forme légale des entités le composant en société nationale à capitaux publics. Conformément à la Loi sur la Réforme Ferroviaire 2018, SNCF Réseau deviendra une société anonyme, devant être détenue par la société mère du groupe public unifié SNCF et qui sera elle-même une société nationale à capitaux publics (la « **Société Holding** »). La Loi sur la Réforme Ferroviaire 2018 prévoit l'incessibilité du capital détenu par l'Etat français dans la Société Holding ainsi que du capital détenu par la Société Holding dans SNCF Réseau et SNCF Voyageurs (voir ci-dessous); • transférer, dans le cadre de la réorganisation du groupe SNCF, l'entité Gares & Connexions à SNCF Réseau; • transformer l'organisation salariale en cessant, à partir du 1er janvier 2020, de recruter sous le statut de cheminot. Les employés existant pourront continuer de bénéficier de ce statut. En parallèle de cette transformation, des négociations au niveau de la branche ferroviaire seront entreprises; et • définir les modalités de la réussite de l'ouverture à la concurrence de l'activité de transport de personne en France. La Loi sur la Réforme Ferroviaire 2018 autorise en outre le Gouvernement Français à prendre par voie d'ordonnances certaines mesures relevant du domaine de la loi afin de procéder à la mise en place de la réforme pour un nouveau pacte ferroviaire.

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		Par ailleurs, le Premier Ministre a annoncé lors d'une seconde conférence de presse tenue le 25 mai 2018 que: • la hausse des péages TGV et du fret serait désormais limitée, en accord avec l'ARAFER, à celle de l'inflation; • le renouvellement du réseau serait accéléré en augmentant l'effort d'investissement, dès 2022, de €200 millions supplémentaires par an, notamment sur la signalisation; • SNCF s'engageait à réduire, d'ici 2026, 2/3 de son écart de compétitivité par rapport à ses concurrents. • l'Etat reprendrait une partie substantielle de la dette de SNCF Réseau, soit un montant total de €35 milliards repris en deux phases, €25 milliards au 1er janvier 2020 et les €10 milliards restants en 2022. Le 26 novembre 2018, l'Agence France Trésor et l'Emetteur ont chacun publié un communiqué de presse indiquant: • conformément aux annonces du Premier ministre le 25 mai 2018, la réforme ferroviaire en France donnera lieu à une reprise par l'Etat de 35 milliards d'euros de dette de SNCF Réseau, dont 25 milliards d'euros en 2020 et 10 milliards d'euros supplémentaires en 2022, en vue d'assainir substantiellement la structure financière de l'entreprise, conjuguée à l'amélioration des performances opérationnelles de la SNCF; et • que cette reprise de dette consistera à mettre en place un mécanisme de prêts miroirs identiques entre SNCF Réseau et la Caisse de la Dette Publique (**CDP**), à la suite de quoi l'Etat, dès que le Parlement en France en aura donné l'autorisation en loi de finances, se substituera à SNCF Réseau comme débiteur de la CDP, allégeant l'entreprise de la dette correspondante. L'Agence France Trésor a ajouté que « *la mise en place de ce mécanisme permettra de lisser sur une longue période l'impact de la reprise de dette sur le besoin de financement de l'Etat, tout en restaurant la soutenabilité financière de SNCF Réseau. Elle préservera pleinement l'égalité de traitement des créanciers obligataires de l'entreprise* ». Le 3 juin 2019, l'Ordonnance n°2019-552 a été adoptée et énonce plusieurs principes relatifs à la transformation du groupe SNCF actuel en un groupe public unifié et au changement de statut juridique des entités le composant. *Transformation du groupe SNCF actuel en un groupe public unifié*

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		A la date du 1er janvier 2020, il est prévu que les opérations suivantes seront notamment réalisées: • SNCF Mobilités, ayant le statut d'EPIC, transférera, par voie d'apport à la valeur nette comptable, à une société anonyme nouvellement créée et dont il détiendra l'intégralité du capital l'ensemble des biens, droits et obligations attachés aux activités de gestion des gares de voyageurs. Le transfert à cette société anonyme de la dette financière liée à ces activités s'opèrera sans changement de débiteur, SNCF Mobilités demeurant seul débiteur des créanciers concernés. Le capital social de cette société anonyme sera alors immédiatement transféré à sa valeur nette comptable à SNCF Réseau, ayant le statut d'EPIC. SNCF Réseau transférera ensuite à cette société anonyme l'ensemble de ses biens, droits et obligations dans le cadre de la gestion des gares publiques de voyageurs. • SNCF Mobilités, ayant le statut d'EPIC, transfèrera, par voie d'apport à la valeur nette comptable, à une société anonyme nouvellement créée et dont il détiendra l'intégralité du capital ("SNCF Voyageurs") l'ensemble de ses biens, droits et obligations attachés à ses activités de transport de passagers et de fret. Le transfert à SNCF Voyageurs de la dette financière liées à ces activités s'opèrera sans changement de débiteur, SNCF Mobilités demeurant seul débiteur des créanciers concernés. Le périmètre des biens, droits et obligations transférés sera approuvé dans chacun des cas par un arrêté conjoint du ministre chargé des transports, du ministre chargé de l'économie et du ministre chargé du budget. • SNCF, ayant le statut d'EPIC, sera dissout de plein droit et l'intégralité de ses biens, droits et obligations seront repris à leur valeur nette comptable dans le cadre d'une dévolution universelle de patrimoine par SNCF Mobilités, ayant le statut d'EPIC. • SNCF Réseau, ayant actuellement le statut d'EPIC, deviendra une société anonyme, dont l'intégralité du capital sera attribuée à SNCF Mobilités. • SNCF Mobilités, ayant actuellement le statut d'EPIC, deviendra une société nationale à capitaux publics et sera renommé société nationale SNCF. Les transformations des établissements SNCF Réseau et SNCF Mobilités en sociétés anonymes n'emporteront ni création de personnes juridiques nouvelles ni cessation d'activité, et les droits et obligations de SNCF Réseau et de SNCF Mobilités ne seront pas affectés par ces changements.

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		Gouvernance de SNCF Réseau Dans le cadre de la Loi sur la Réforme Ferroviaire 2018, la composition du Conseil d'administration de SNCF Réseau comprendra: • deux tiers des membres désignés par l'assemblée générale des actionnaires, dont la moitié sur proposition de l'Etat; • un tiers des membres désignés par les salariés. Un décret en Conseil d'Etat précisera la liste des résolutions du Conseil d'administration relatives à la stratégie financière, organisationnelle et opérationnelle, qui ne pourront être adoptées sans le vote favorable de la majorité des membres désignés par l'assemblée générale, autres que ceux proposés par l'Etat. Jusqu'à la désignation de l'ensemble des administrateurs du Conseil d'administration par l'assemblée générale des actionnaires et par les salariés, et au plus tard jusqu'au 30 juin 2020, le Conseil d'administration sera composé à compter du 1er janvier 2020 de douze administrateurs désignés par décret, au plus tard le 31 décembre 2019, dont quatre désignés sur proposition des organisations syndicales concernées. Le président SNCF Réseau en fonction au 31 décembre 2019 demeurera en fonction au 1er janvier 2020 jusqu'à la désignation de son successeur, au plus tard jusqu'au 30 juin 2020. *Approbation des comptes au 31 décembre 2019 et commissaires aux comptes* Les comptes de SNCF Réseau au 31 décembre 2019 seront approuvés par l'assemblée générale des actionnaires de SNCF Réseau conformément aux dispositions du Code de commerce applicables. Le mandat en cours des commissaires aux comptes de SNCF Réseau ne sera pas affecté par la transformation de SNCF Réseau en société anonyme. *Propriété du réseau ferroviaire français* Le réseau ferroviaire français, propriété de l'État, sera attribué à et géré par SNCF Réseau. Le 7 juin 2019, le groupe SNCF a publié un communiqué relatif notamment à sa nouvelle politique de financement et à ses conséquences sur la dette de SNCF Réseau. Dans le cadre de la Loi sur la Réforme Ferroviaire 2018, il est prévu que

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		la société nationale SNCF, société-mère du nouveau groupe unifié, assure le pilotage stratégique et financier, dans le respect des règles d'indépendance applicables aux gestionnaires d'infrastructure. Le groupe SNCF a ainsi décidé de revoir sa politique de financement: à compter du 1er janvier 2020, les financements obligataires du groupe SNCF seront assurés par la société nationale SNCF, qui deviendra émetteur unique du groupe SNCF sur les marchés financiers et qui aura vocation à financer l'ensemble du groupe SNCF. A titre dérogatoire et pour des raisons opérationnelles liées à la mise en place d'un système d'émission unique, pendant une période transitoire ne pouvant excéder le 30 juin 2020, SNCF Réseau pourra continuer à se financer sur les marchés de capitaux pour son propre compte. Enfin, conformément aux engagements pris par le groupe SNCF, l'encours de dette de SNCF Réseau au 30 juin 2020 restera inscrit, après cette date, au bilan de SNCF Réseau. Aucun transfert de ce stock de dette historique n'est envisagé vers la société nationale SNCF ou toute autre entité du groupe SNCF. En mai 2019, l'Emetteur a été inscrit sur la liste des organismes divers d'administration centrale français par l'Institut national de la statistique et des études économiques (INSEE). Cette inscription doit être confirmée par un arrêté du ministre chargé de l'économie. En raison de cette inscription, SNCF Réseau se verra interdire, à compter d'un an après la publication de cet arrêté, de contracter auprès d'établissements de crédit ou de sociétés de financement des emprunts dont le terme est supérieur à 12 mois, ou d'émettre des titres de créance (notamment par l'émission de titres de créances tels que les Titres du Programme) dont le terme excède cette durée de 12 mois.
B.14	**Dépendance à l'égard des autres entités du groupe**	L'Emetteur est entièrement contrôlé et détenu par l'Etat français par l'intermédiaire de l'APE. Au 31 décembre 2018, la majeure partie des revenus de l'Emetteur proviennent des redevances payées par SNCF Mobilités au titre de l'utilisation du réseau ferré. Veuillez voir paragraphe B.5 pour plus d'informations.
B.15	**Activités principales de l'Emetteur**	L'objet de l'Emetteur est d'assurer, dans le but de promouvoir le transport ferroviaire français et dans une logique de développement durable: • l'accès à l'infrastructure ferroviaire du réseau ferré national, comprenant la répartition des capacités et la tarification de cette infrastructure;

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		• la gestion opérationnelle des circulations sur le réseau ferré national; • la maintenance, comprenant l'entretien et le renouvellement, de l'infrastructure du réseau ferré national; • le développement, l'aménagement, la cohérence et la mise en valeur du réseau ferré national; et • la gestion des infrastructures de service dont il est propriétaire et leur mise en valeur. L'Emetteur exploite, modernise et développe un réseau de 30.000 km de lignes ferroviaires, dont 2.000 km sont des lignes à grande vitesse. Le réseau s'étend à toutes les régions avec ses 12 directions régionales, l'Emetteur ouvre et simplifie l'accès au réseau au quotidien, à l'écoute de tous les acteurs du transport de fret et de voyageurs. L'Emetteur conduit ses projets de manière éco-responsable, contribuant à faire du transport ferroviaire le mode de transport le plus respectueux de l'environnement et de l'écologie. Les missions de l'Emetteur sont les suivantes: • gérer et organiser toutes les circulations sur les lignes; • augmenter le potentiel d'attractivité du réseau; • financer durablement ses investissements; • assurer la maintenance, comprenant l'entretien et le renouvellement, de l'infrastructure du réseau ferré national; • développer de nouvelles lignes ferroviaires; • optimiser et exploiter ses biens fonciers.
B.16	**Contrôle**	L'Emetteur est un Etablissement public à caractère industriel et commercial (EPIC) détenu par l'Etat, qui constitue avec SNCF et SNCF Mobilités le groupe public ferroviaire au sein du système ferroviaire français. L'Emetteur est détenu à 100% par l'Etat français et n'a aucun lien capitalistique ni avec SNCF ni avec SNCF Mobilités. Conformément à l'article L. 2102-4 du Code des transports, les attributions dévolues à la SNCF à l'égard de l'Emetteur sont identiques à celles qu'une société

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		exerce sur ses filiales (au sens de l'article L.233-1 du Code de commerce). (voir paragraphe B.5). Compte tenu de son statut d'EPIC, l'Emetteur ne dispose d'aucun capital (au sens du Code commerce), n'émet pas d'actions et ne verse pas de dividende. L'Emetteur disposait à sa création de 0,86 milliards d'euros en fonds propres en termes comptables, cette somme correspondant à l'écart de valorisation entre l'actif et le passif. L'État a ensuite accru ce capital initial par apports complémentaires jusqu'au début de l'année 2003. A la date du 31 décembre 2018, le montant cumulé des dotations en capital s'établit à 9,8 milliards d'euros. Conformément au Décret n°97-444 du 5 mai 1997 relatif aux missions et aux statuts de SNCF Réseau, l'Emetteur est placé sous la tutelle du Ministre chargé des Transports. Conformément au Décret n° 2015-137 du 10 février 2015 relatif aux missions et aux statuts de la SNCF et à la mission de contrôle économique et financier des transports, le contrôle économique et financier de l'Etat sur les établissements publics du groupe public ferroviaire est exercé par la mission de contrôle économique et financier des transports sous le contrôle du Ministre chargé de l'économie et du Ministre chargé du budget. En outre, en sa qualité d'entreprise de service public, l'Emetteur est soumis à la supervision de la Cour des Comptes a posteriori. La mission de contrôle économique et financier des transports est chargée d'un rôle d'information, de conseil et de contrôle en matière économique et financière auprès de la SNCF, de SNCF Réseau et de SNCF Mobilités ainsi que des sociétés dans lesquelles SNCF, SNCF Réseau et SNCF Mobilités détiennent la majorité du capital. La mission de contrôle économique et financier peut notamment émettre des avis sur toutes les questions et projets de décision ayant une incidence sur l'équilibre financier de la SNCF, SNCF Réseau et SNCF Mobilités.
B.17	**Notations de crédit**	L'Emetteur fait l'objet d'une notation AA avec une perspective stable par Fitch Ratings Ltd., Aa2 avec une perspective positive par Moody's Investors Services et AA avec une perspective négative par S&P Global Ratings Europe Limited, une division of The McGraw Hill Companies, Inc. Sauf si les Conditions Définitives concernées prévoient des notations différentes, les Titres émis dans le cadre du Programme (tel que défini ci-dessous) devraient se voir attribués les notations suivantes, qui sont celles

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		attribuées au Programme: AA par Fitch Ratings Ltd., Aa2 par Moody's Investors Service et AA par S&P Global Ratings Europe Limited, une division de The McGraw Hill Companies, Inc. Les Titres émis dans le cadre du Programme peuvent non notés et lorsqu'une émission de Titres est notée, leurs notations ne seront pas nécessairement les mêmes que celles mentionnées ci-dessus. A la date du Prospectus de Base, chacune de ces agences de notation de crédit est établie dans l'Union Européenne et est enregistrée conformément au Règlement (UE) No 1060/2009, tel que modifié par le Règlement (UE) No. 513/2011 (le **Règlement ANC**) et est inclus dans la liste des agences de notation de crédit publiée par l'Autorité Européenne des Marchés Financiers (*European Securities and Market Authority*) sur son site internet (www.esma.europa.eu) conformément au Règlement ANC. Les Conditions Définitives préciseront si une notation de crédit demandée pour une Souche (*Séries*) de Titres a été émise par une agence de notation de crédit établie dans l'Union Européenne et enregistrée conformément au Règlement ANC. Une notation n'est pas une recommandation d'acheter, de vendre ou de conserver des titres et peut faire l'objet d'une suspension, changement ou retrait à tout moment par l'agence de notation de crédit ayant allouée la notation à tout moment et sans notification. ***Résumé spécifique à l'Emission***: [Les Titres [ont été/seront] notés [*préciser le(s) notation(s) de la Tranche émise*] par [*préciser le(s) agence(s) de notation*]]. [Le Programme est noté [*préciser le(s) notation(s) du Programme*] par [*préciser le(s) agence(s) de notation*]]. Une notation ne constitue pas une recommandation d'achat, de vente ou de détention de titres et peut à tout moment être suspendue, modifiée ou faire l'objet d'un retrait par l'agence de notation concernée.

Section C – Les Titres		
C.1	**Nature et catégorie des Titres et code ISIN**	Les Titres émis dans le cadre du Programme (les **Titres**) seront émis dans le cadre d'émissions syndiquées ou non-syndiquées. Les Titres seront émis par souche (chacune, une **Souche**). Chaque Souche peut comprendre une ou plusieurs tranches (**Tranches**, et chacune, une **Tranche**) émises à des dates d'émission différentes. Les Titres de chaque Souche auront des modalités identiques, s'agissant notamment de la devise, des intérêts, de l'échéance, ou des modalités identiques à l'exception de la date d'émission et du montant du premier paiement d'intérêt qui peuvent différer selon les Tranches. Les Titres de chaque Tranche seront soumis à des modalités identiques en tous points, étant entendu, qu'une Tranche peut comprendre des Titres de valeurs nominales différentes. Les modalités particulières de chaque Tranche (qui seront complétées, si nécessaire, par des modalités complémentaires et qui, hormis la date d'émission, le prix d'émission, le premier paiement d'intérêts et le montant nominal de la Tranche, seront identiques aux modalités des autres Tranches de la même Souche) seront indiquées dans les Conditions Définitives du Prospectus de Base (les **Conditions Définitives**). Le numéro d'identification spécifique des Titres (ISIN) relatif à chaque Tranche de Titres sera indiqué dans les Conditions Définitives applicables. Les Titres peuvent être émis au porteur (**Titres au Porteur**) ou au nominatif (**Titres Nominatifs**). Pour chaque Tranche de Titres au Porteur émise, l'Émetteur délivrera un certificat global temporaire au porteur (un **Certificat Global Temporaire**) ou (i) pour les Titres pour lesquels la section §1.163-5(c)(2)(i)(C) de la réglementation fiscale américaine (*U.S. Treasury Regulation*) s'applique ou (ii) pour les Titres pour lesquels la règle TEFRA ne s'applique pas, dans chaque cas où cela est spécifié dans les Conditions Définitives applicables, un certificat global permanent (un **Certificat Global Permanent**, ensemble avec le **Certificat Global Temporaire**, un **Certificat Global**). Ce Certificat Global sera: (i) si le Certificat Global a vocation à être émis sous la forme d'un nouveau certificat global (*New Global Note*: **NGN**), comme indiqué dans les Conditions Définitives applicables, remis avant ou à la date de l'émission initiale de la Tranche à un dépositaire commun (le **Dépositaire Commun**) (*Common Safekeeper*) qui le détiendra pour le compte d'Euroclear Bank SA/NV (**Euroclear**) et Clearstream Banking S.A. (**Clearstream**); et (ii) si le Certificat Global n'a pas vocation à être émis sous la forme d'un NGN, remis avant ou à la date de l'émission concernée à un dépositaire ou un dépositaire commun qui le détiendra pour le compte

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		d'Euroclear et/ou Clearstream et/ou tout autre système de compensation concerné. Chaque Certificat Global Temporaire sera échangeable contre un Certificat Global Permanent ou, si cela est spécifié dans les Conditions Définitives applicables, contre des Titres au Porteur en forme définitive (**Titres Définitifs**) ou, si cela est spécifié dans les Conditions Définitives applicables, contre des Titres Nominatifs conformément à ses modalités. Chaque Certificat Global Permanent sera échangeable contre des Titres Physiques selon les modalités indiquées dans les Conditions Définitives applicables ou (si cela est spécifié dans les Conditions Définitives concernées) contre des Titres Nominatifs conformément à ses modalités. Un tel échange peut être soumis à la remise d'un certificat de non détention par des ressortissants américains (si cela est spécifié dans les Conditions Définitives concernées). Les Titres Définitifs, s'ils portent intérêts, auront des coupons d'intérêt attachés (**Coupons**), et, si cela est nécessaire, un talon (**Talon**) permettant d'obtenir des Coupons supplémentaires, et seront, si le montant principal est remboursable par versements échelonnés, accompagnés de reçus de paiement (**Reçus**). Les Titres Nominatifs délivrés en dehors de tout système de compensation seront représentés par des certificats individuels (**Certificat Individuel de Titres**), un Certificat Individuel de Titres sera émis pour le montant total détenu par chaque porteur de Titres Nominatifs d'une Souche. Les Titres Nominatifs enregistrés au nom d'un mandataire pour un ou plusieurs systèmes de compensation seront matérialisés par des certificats globaux (**Certificats Globaux de Titres**). ***Résumé spécifique à l'Emission:*** Les Titres sont libellés en [£/€/U.S.$/autres] [•] portent intérêt à [•] pour cent/Taux Variable/Deux Devises/ Deux Devises Inversées/Indexés sur l'Inflation/Coupon Zéro] et viennent à échéance le [•]. Souche N°: [●] Tranche N°: [●] Montant Nominal Total: [●] (i) Souche: [●] (ii) Tranche: [●] Forme des Titres: Titres au Porteur

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		(i) NGN:		[Oui/ Non]
		(ii) Certificat Global Temporaire ou Permanent:		[Certificat Global Temporaire échangeable contre un Certificat Global Permanent qui est échangeable contre des Titres Définitifs dans des circonstances limitées définies dans le Certificat Global Permanent.] [Certificat Global Temporaire échangeable contre des Titres Définitifs sous réserve d'un préavis de [●] jours.]
		(iii) Exemptions applicables:	TEFRA	[Certificat Global Permanent échangeable contre des Titres Définitifs dans des circonstances limitées définies dans le Certificat Global Permanent.] [Règles C/Règles D/Sans objet]
		Code ISIN:	[●]	
		Code Commun:	[●]	
		Code FISN:	[●]	
		Code CFI:	[●]	
		Dépositaire Central:	[●]	
		Tous système(s) de compensation autre qu'Euroclear et Clearstream et les numéros d'identification applicables:		[Sans objet]/[*donner le(s) nom(s) et le(s) numéro(s) [et le(s) adresse(s)]*]

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C.2	**Devises**	Les Titres peuvent être libellés en toute(s) devise(s) (notamment et sans que cela soit limitatif, le Dollar australien (**AUD**), le Dollar canadien (**CAD**), l'Euro (**Euro** ou **€**), le Yen japonais (**JPY**), le Dollar néo-zélandais (**NZD**), la Livre Sterling (**GBP** ou **£**), le Franc suisse (**CHF**) et le Dollar américain (**U.S.$**), sous réserve du respect des exigences légales et/ou réglementaires et/ou d'une banque centrale et telles qu'indiquées plus précisément dans les Conditions Définitives applicables. ***Résumé spécifique à l'Emission:*** La devise des Titres de cette Souche est [Livres Sterling (GBP ou £)/Euro (€)/U.S. dollars (U.S.$)/*autres*].
C.5	**Libre négociabilité**	Les Titres seront émis conformément aux lois, directives, règlementations, restrictions ou obligations d'information applicables aux Titres, y compris aux restrictions à l'offre et à la vente de Titres et à la distribution des supports de l'offre, dans de nombreuses juridictions concernées à la date du Prospectus de Base.
C.8	**Les droits attachés aux Titres, rang et restrictions à ces droits**	***Montant du Programme:*** Le montant nominal total des Titres en circulation ne pourra, à aucun moment, excéder la somme de 55.000.000.000 d'euros (ou la contre-valeur de ce montant dans toute autre devise à la date de l'émission). L'Émetteur pourra augmenter le montant nominal du programme (le **Programme**) conformément au Contrat de Placement conclu entre l'Emetteur et les agents placeurs permanents (ensemble avec tout agent placeur désigné dans le cadre d'une Tranche, les **Agents Placeurs**). ***Remboursement:*** Les Titres donnent droit aux porteurs des Titres (les **Porteurs des Titres**) au paiement d'une somme en numéraire en cas de remboursement tel que résumé à l'Elément C.9 ci-après. ***Valeur nominale****:* La valeur nominale des Titres sera spécifiée dans les Conditions Définitives applicables sous réserve du respect de toutes les exigences légales et/ou réglementaires et/ou d'une banque centrale et à l'exception des cas prévus par les lois et règlements applicables, les Titres dont le produit de l'émission sera perçu par l'Émetteur au Royaume-Uni et dont l'échéance sera inférieure à un an à compter de la date d'émission, (i) auront une valeur de remboursement au moins égale à 100.000 Livres Sterling (ou la contre-valeur de la totalité ou d'une partie de ce montant dans une devise autre que la Livre Sterling), et (ii) aucune part de ce Titre ne pourra être cédée à moins que la valeur de remboursement de cette part soit supérieure ou égale à 100.000 Livres Sterling (ou sa contre-valeur). Tout Titre revendu conformément à la Règle 144A devra avoir des valeurs nominales de 100.000 Dollars américains (ou sa contre-valeur arrondie à la hausse comme convenu entre l'Émetteur et l'Agent Placeur concerné) ou des multiples entiers de 1.000 Dollars américains.

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		Rang de créance des Titres**:* Les Titres et, le cas échéant, tous Reçus (*Receipts*) et Coupons (*Coupons*) y afférents constituent des engagements directs, inconditionnels, non-subordonnés et (sous réserve des stipulations relatives au maintien de l'emprunt à son rang) non assortis de sûretés de l'Emetteur et doivent à tout moment venir au même rang et sans préférence entre eux et, sous réserve des exceptions impératives du droit français, au même rang que tout autre engagement, présent ou futur, non subordonné et non assorti de sûretés de l'Emetteur. ***Maintien de l'emprunt à son rang: Aussi longtemps que des Titres, Reçus ou Coupons seront en circulation, l'Emetteur ne constituera pas, et ne laissera pas subsister (sans pour autant que cela affecte son droit de disposer d'un quelconque de ses actifs), d'hypothèque, de gage, nantissement, privilège ou toute autre forme de garantie ou sûreté réelle sur tout ou partie de ses actifs ou revenus, présents ou futurs, aux fins de garantir toute Dette Concernée (*Relevant Debt*) (telle que définie ci-après), ou toute garantie relative à une Dette Concernée, à moins qu'au même moment ou antérieurement, les obligations de l'Emetteur au titre des Titres (A) bénéficient d'une sûreté équivalente et de même rang, ou (B) bénéficient de toute autre sûreté, garantie ou arrangement. Pour les besoins de la disposition relative au maintien de l'emprunt à son rang, Dette Concernée désigne toute dette d'emprunt présente ou future sous la forme de, ou représentée par, des obligations, des titres ou toutes autres valeurs mobilières qui sont, ou qui seront, ou qui sont susceptibles d'être, cotées, listées ou habituellement négociées sur toute bourse de valeurs, un quelconque marché de gré à gré ou tout autre marché de valeurs mobilières. ***Cas d'Exigibilité Anticipée***: Les Titres seront dus et exigibles à leur montant principal augmenté des intérêts courus en cas de survenance d'un cas d'exigibilité anticipé relatif aux Titres. Les cas d'exigibilité anticipée relatifs aux Titres incluent: • un défaut de paiement sur le principal ou les intérêts – si ce paiement n'est pas effectué à la date d'échéance prévue et qu'il n'a pas été remédié à ce défaut dans les 15 jours; • un manquement de l'Emetteur relatif à l'une quelconque de ses obligations, de faire ou de se conformer à relatives aux Titres dans une période de 30 jours suivants la notification écrite de ce défaut; • un défaut croisé (tel que décrit ci-dessous); et • d'autres cas de défaut affectant l'Emetteur, y compris (sous réserve de certaines conditions) en cas de dissolution de l'Emetteur ou si la totalité ou la quasi-totalité (*substantially all*) de ses actifs est transférée à une autre entité avant le remboursement en totalité des Titres.

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		Défaut croisé: Un défaut croisé surviendra dans le cadre de toute dette d'emprunt de l'Emetteur, s'agissant de sommes empruntées pour un montant excédant 100.000.000 d'euros ou son équivalent, sous réserve de certaines conditions. ***Retenue à la Source:*** Tous les paiements relatifs aux Titres seront effectués nets de toute retenue à la source ou de tout prélèvement au titre de tous droits, impôts, prélèvement ou taxes de toute nature imposés, levés, collectés, retenus ou fixés par ou pour le compte de la France ou de toute autorité française ayant le pouvoir de lever l'impôt, à moins que cette retenue à la source ou ce prélèvement ne soit exigé par la loi. Si une telle retenue à la source ou un tel prélèvement est requis, l'Emetteur devra majorer ses paiements dans toute la mesure permise par la loi et sous réserve de certaines exceptions. ***Droit applicable:*** Les Titres et toute documentation contractuelle relative aux Titres et toute obligation non-contractuelle relative aux Titres ou y afférant seront régis par le droit anglais. ***Résumé spécifique à l'Emission:*** Valeur nominale: [•]
C.9	**Intérêts, remboursement et représentation**	Voir l'Elément C.8 pour les droits attachés aux Titres, le rang et les restrictions à ces droits. ***Titres à Taux Fixe****:* Les coupons fixes seront payables à terme échu à la date de chaque année prévue dans les Conditions Définitives applicables. ***Titres à Taux Variable****:* Les Titres à Taux Variable porteront intérêt déterminé de façon différente pour chaque Souche, comme suit: (i) sur la même base que le taux variable applicable à une opération d'échange de taux d'intérêt notionnel dans la devise prévue concernée, conformément à un contrat incluant les Définitions ISDA 2006 telles que publiées par la *International Swaps and Derivatives Association, Inc.*; ou (ii) par référence au LIBOR, EURIBOR, EONIA, EUR CMS, TEC 10, (ou toute autre référence prévue dans les Conditions Définitives applicables), ou tout taux successeur ou taux alternatif, dans tous les cas tel qu'ajusté des marges applicables. Sauf si un taux supérieur est indiqué dans les Conditions Définitives concernées, le taux minimum d'intérêt applicable aux Titres à Taux Variable est réputé être égal à zéro.

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		Les périodes d'intérêts seront précisées dans les Conditions Définitives applicables. ***Titres à Taux Fixe/Variable:*** Les Titres à Taux Fixe-Variable pourront porter intérêt à un taux (i) que l'Emetteur pourra choisir de convertir à la date indiquée dans les Conditions Définitives, s'il s'agit d'un Taux Fixe, à un Taux Variable, ou d'un Taux Variable, à un Taux Fixe ou (ii) qui changera automatiquement, d'un Taux Fixe à un Taux Variable, ou d'un Taux Variable à un Taux Fixe, à la date indiquée dans les Conditions Définitives. ***Titres Indexés sur l'Inflation relatifs au CPI et au HICP:*** L'Émetteur pourra émettre des Titres Indexés sur l'Inflation dont le principal et/ou les intérêts seront calculés par référence à un ratio de l'indice d'inflation, déterminé grâce soit à (i) l'indice des prix à la consommation (hors tabac) des ménages en France métropolitaine, tel que calculé et publié mensuellement par l'Institut National de la Statistique et des Etudes Economiques (**INSEE**) (le **CPI**), ou à (ii) l'indice harmonisé des prix à la consommation (hors tabac) mesurant le taux d'inflation dans l'Union Monétaire Européenne (hors tabac), tel que calculé et publié mensuellement par Eurostat (le **HICP**), ou l'indice pertinent qui leur succède (chacun un **Ratio de l'Indice d'Inflation**). ***Titres Indexés sur l'Inflation relatifs au RPI:*** L'Emetteur pourra émettre des Titres Indexés sur l'Inflation dont le principal et/ou les intérêts seront calculés par référence à un ratio de l'indice d'inflation déterminé grâce à l'indice des prix à la consommation des ménages au Royaume-Uni (le **RPI**) publié par le Bureau National des Statistiques (*Office of National Statistics*) (**ONS**) ou l'indice concerné lui succédant, (un **Ratio de l'Indice d'Inflation**). ***Titres Libellés en Deux Devises:*** Les paiements au titre des intérêts relatifs aux Titres Libellés en Deux Devises seront effectués dans la devise équivalente spécifiée dans les Conditions Définitives applicables, selon les taux de change qui pourront être déterminés à la date d'émission des titres ou au moyen d'une capture d'écran avant la date de paiement des intérêts relative aux Titres. Les paiements, relatifs aux Titres Libellés en Deux Devises au titre du principal, qu'ils soient remboursés ou non à maturité, pourront être effectués, si les stipulations relatives au remboursement des Titres Libellés en Deux Devises sont applicables dans les Conditions Définitives concernées, dans la devise équivalente selon les taux de conversion prévus dans les Conditions Définitives applicables, qui pourront être déterminés à la date d'émission des Titres ou au moyen d'une capture d'écran avant la date de remboursement des Titres. ***Titres Libellés en Deux Devises Inversées:*** Les paiements au titres des intérêts relatifs aux Titres Libellés en Deux Devises Inversées seront effectués dans la devise spécifiée dans les Conditions Définitives applicables et calculés sur la base du montant de calcul équivalent libellé dans une autre devise indiquée dans les Conditions Définitives applicables, et convertis dans la devise

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		spécifiée selon le taux de change indiqué dans les Conditions Définitives applicables qui pourra être déterminé à la date d'émission des titres ou au moyen d'une capture d'écran avant la date de paiement des intérêts relative aux Titres. Les paiements, relatifs aux Titres Libellés en Deux Devises Inversées au titre du principal, qu'ils soient remboursés ou non à maturité, seront effectués, si les stipulations relatives au remboursement des Titres Libellés en Deux Devises Inversées sont applicables dans les Conditions Définitives concernées dans la devise spécifiée et calculés sur la base du montant de calcul équivalent prévus dans les Conditions Définitives applicables et convertis dans la devise spécifiée, selon les taux de conversion prévus dans les Conditions Définitives applicables, qui pourront être déterminés à la date d'émission des Titres ou au moyen d'une capture d'écran avant la date de remboursement des Titres. ***Titres à Coupon Zéro****:* Les Titres à Coupon Zéro pourront être émis au pair, en-dessous ou au-dessus du pair et ne porteront pas intérêt. ***Date d'entrée en jouissance et date d'échéance des intérêts****:* Les Conditions Définitives applicables indiqueront pour chaque Tranche de Titres portant intérêts, les dates à compter desquelles les intérêts courront et les dates d'échéance des intérêts (**Date(s) de Paiement d'Intérêts**). ***Date d'Echéance****:* Les échéances des Titres seront indiquées dans les Conditions Définitives applicables, sous réserve du respect des exigences légales et/ou réglementaires et/ou d'une banque centrale applicables. ***Remboursement:*** Les Titres peuvent être remboursés au pair ou à un autre Montant de Remboursement tel que spécifié dans les Conditions Définitives applicables (le **Montant de Remboursement Final**). A moins que les lois et règlements applicables n'en disposent autrement, les Titres dont le produit de l'émission sera perçu par l'Émetteur au Royaume-Uni et dont l'échéance sera inférieure à un an à compter de la date d'émission, (a) auront une valeur de remboursement au moins égale à 100.000 Livres Sterling (ou la contre-valeur de la totalité ou d'une partie de ce montant dans une devise autre que la Livre Sterling), et (b) aucune part de ce Titre ne pourra être cédée à moins que la valeur de remboursement de cette part soit au moins égale à 100.000 Livres Sterling (ou sa contre-valeur). ***Remboursement Anticipé au gré de l'Emetteur (Call Option)****:* Si cela est indiqué dans les Conditions Définitives concernées, pour toute émission de Titres, l'Emetteur pourra, après notification par l'Emetteur aux Porteurs de Titres, procéder au remboursement de la totalité (et non, sauf stipulations contraires des Conditions Définitives, d'une partie seulement) des Titres de la Souche concernée à leur montant de remboursement anticipé optionnel (le **Montant de Remboursement Anticipé (Call)**) (qui devrait être leur montant nominal non remboursé ou, dans le cas de Titres qui ne portent pas intérêts, leur montant facial amorti (*Amortised Face Amount*) (égal à la somme du prix

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		d'émission (*Issue Price*) des Titres et du produit du Taux d'Amortissement (*Amortisation Yield*) (capitalisé annuellement) (tel que défini dans les Conditions Définitives applicables) par le prix d'émission des Titres à partir de la date d'émission (*Issue Date*) des Titres (incluse) jusqu'à la date de remboursement ou, selon le cas, la dates à laquelle les Titres sont remboursables (exclue), le **Montant Facial Amorti** (*Amortised Face Amount*) ou tout autre montant de remboursement spécifié dans les Conditions Définitives), augmenté des intérêts courus (le cas échéant) à la date spécifiée lors de cette notification. L'Emetteur ne pourra pas exercer une telle option pour tout Titre pour lequel le Porteur aura préalablement exercé son option de remboursement anticipé conformément aux stipulations ci-après relatives à l'option de Remboursement Anticipé au gré des Porteurs (*Investor Put*). ***Remboursement Anticipé au gré des Porteurs (Investor Put)**:* Si cela est indiqué dans les Conditions Définitives concernées, pour toute émission de Titres, l'Emetteur devra, si un Porteur de Titres exerce son option de remboursement anticipé, rembourser les Titres dudit Porteur à la date spécifiée dans le formulaire de remboursement anticipé dûment complété (**Notification d'Option de Remboursement**) à leur montant de remboursement anticipé optionnel (**Montant de Remboursement Anticipé (*Put*)**) (qui correspondra à leur montant nominal non remboursé ou, dans le cas de Titres ne portant pas intérêt, leur Montant Facial Amorti ou tout autre montant de remboursement, spécifié dans les Conditions Définitives applicables), augmenté des intérêts courus (le cas échéant) à la date spécifiée lors de cette notification. Le Porteur de Titres ne pourra pas exercer une telle option pour tout Titre pour lequel l'Emetteur aura préalablement exercé son option de remboursement anticipé sur les Titres dudit Porteur conformément aux stipulations relatives au Remboursement Anticipé au gré de l'Emetteur décrites ci-dessus. ***Remboursement en plusieurs versements**:* Les Conditions Définitives émises dans le cadre de toute émission de Titres remboursables en deux ou plusieurs versements échelonnés (**Montant(s) de Remboursement(s) Echelonné(s)**) indiqueront la(les) date(s) à laquelle(auxquelles), et les montants auxquels, ces Titres seront remboursés (**Date(s) de Remboursement(s) Echelonnée(s)**). ***Remboursement Anticipé (Raisons fiscales)**:* Les Titres pourront faire l'objet d'un remboursement anticipé pour des raisons fiscales, après notification par l'Emetteur aux Porteurs de Titres. Les Titres de toute Série doivent être remboursés en totalité, et non partiellement, à leur montant de remboursement anticipé pour raisons fiscales (**Montant de Remboursement Anticipé (Fiscal))** (qui correspondra au montant nominal non remboursé, ou si les Titres ne portent pas intérêt, leur Montant Facial Amorti, ou tout autre montant de remboursement qui peut être spécifié dans les Conditions Définitives) augmenté des intérêts courus (le cas échéant) à la date spécifiée lors de cette notification.

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		Représentant des Porteurs de Titres**:* Il n'y aura pas de représentant des Porteurs de Titres désigné. Les Assemblées des Porteurs de Titres de toutes Souches réunies afin d'examiner des questions affectant leurs intérêts, y compris (mais sans s'y limiter) la modification par Résolution à titre Extraordinaire (telle que définie dans le Contrat de Service Financier) (tel que défini ci-dessous) des Modalités et de l'acte d'engagement signé par l'Emetteur dans la mesure où les mêmes résolutions sont susceptibles de s'appliquer aux Titres, doivent être convoquées conformément aux modalités du contrat de service financier conclu entre l'Emetteur et BNP Paribas Securities Services, succursale du Luxembourg, en tant qu'agent financier, agent payeur principal, teneur de registre et agent de transfert ainsi que BNP Paribas Securities Services en tant qu'agent payeur à Paris (le **Contrat de Service Financier**). Une Résolution à titre Extraordinaire adoptée lors de toute assemblée des Porteurs des Titres de toute Souche liera tous les Porteurs de Titres de ces Souches, y compris ceux qui n'auront pas assisté à l'assemblée concernée, et tous les Porteurs de Coupons relatifs aux Titres de ces Tranches. ***Rendement (uniquement pour les Titres à Taux Fixe): Une indication du rendement des Titres à Taux Fixe sera spécifiée dans les Conditions Définitives applicables. **Résumé spécifique à l'émission**: *Titres à Taux Fixe:* [Les Titres porteront intérêt [à compter de leur date d'émission/à compter de [●]] au taux fixe de [●] pour cent. par an. Les intérêts seront versés [annuellement] à terme échu le [●] de chaque année. Le premier paiement d'intérêt sera effectué le [●]/Sans objet]. *Titres à Taux Variable:* [Les Titres portent intérêt [à compter de la date d'émission/à compter de [●]] au taux variable calculé par référence au [LIBOR/EURIBOR/EUR CMS/EONIA/TEC 10] [plus/moins] une marge de [●] pour cent. Les intérêts seront versés [annuellement/semestriellement/trimestriellement] à terme échu le [●] [et le [●]] de chaque année, sous réserve d'ajustements relatifs aux jours non-ouvrés. Le premier paiement d'intérêt sera effectué le [●]/Sans objet]. ***Titres à Taux Fixe/Variable:*** [Les Titres porteront intérêt [à compter de leur date d'émission [jusqu'au [●]]] à un taux fixe de [●] pour cent par an, payable [annuellement] à terme échu le [●] de chaque année [avant la conversion automatique en [●]]. [Si l'Emetteur décide de convertir le taux d'intérêt en [●],] [à partir de/A partir de] cette date, les Titres porteront intérêt à un taux variable calculé par référence au [LIBOR/EURIBOR/EUR CMS/EONIA/TEC 10] [plus/moins] une marge de

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		[●] pour cent. Les intérêts seront versés [annuellement /semestriellement /trimestriellement] à terme échu le [●] [et le [●]] de chaque année, sous réserve d'ajustements relatifs aux jours non-ouvrés. Le premier paiement d'intérêt sera effectué le [●]]. [Les Titres porteront intérêt [à compter de leur date d'émission [jusqu'au [●]]] à un taux variable calculé par référence au [LIBOR/EURIBOR/EUR CMS/EONIA/TEC 10] [plus/moins] une marge de [●] pour cent. Les intérêts seront versés [annuellement /semestriellement /trimestriellement] à terme échu le [●] [et le [●]] de chaque année, sous réserve d'ajustements relatifs aux jours non-ouvrés [avant la conversion automatique le [●]].[●]]. [Si l'Emetteur décide de convertir le taux d'intérêt en [●],] [à partir de/A partir de] cette date, les Titres porteront intérêt à un taux fixe de [●] pour cent par an, payable [annuellement] à terme échu le [●] de chaque année [avant la conversion automatique en [●]]. Le premier paiement d'intérêt sera effectué le [●].] *Titres Indexés sur l'Inflation relatifs au CPI et au HICP:* [Les Titres porteront intérêt [à compter de leur date d'émission/à compter de [●]] à un taux calculé par référence à un Ratio de l'Indice d'Inflation déterminé grâce [au CPI/au HICP] tel que précisé dans les Conditions Définitives applicables et payable [annuellement /semestriellement /trimestriellement /mensuellement] à terme échu le [●] [et le [●]] de chaque année, sous réserve d'ajustements relatifs aux jours non-ouvrés/Sans objet]. *Titres Indexés sur l'Inflation relatifs au RPI:* [Les Titres porteront intérêt [à compter de leur date d'émission/à compter de [●]] à un taux calculé par référence à un Ratio de l'Indice d'Inflation déterminé grâce au RPI, tel que spécifié dans les Conditions Définitives applicables et payable [annuellement /semestriellement /trimestriellement /mensuellement] à terme échu le [●] [et le [●]] de chaque année, sous réserve d'ajustements relatifs aux jours non-ouvrés/Sans objet]. *Titres Libellés en Deux Devises et Titres Libellés en Deux Devises Inversées:* [Les Titres porteront intérêt [à compter de leur date d'émission/à compter de [●]] à Taux Fixe à [[●] pour cent. par [*préciser le montant de calcul*]/[*préciser le montant de calcul équivalent*], payable en [*préciser la devise*]/ à Taux Variable [*préciser le taux de référence*] [plus/moins] pour cent. par [*préciser le montant de calcul*]/[*préciser le montant de calcul équivalent*], payable en [*préciser la devise*]]. Le taux de conversion pour déterminer le montant d'intérêt est [●]]/Sans objet]. *Titres à Coupon Zéro:* [Les Titres ne portent pas intérêt et seront offerts et vendus avec une [décote / prime] par rapport à leur montant nominal/ Sans objet.]

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		Date d'entrée en jouissance et date d'échéance des intérêts: [Les intérêts relatifs aux Titres courront à compter du [●] et seront dus le [●] de chaque année jusqu'à la Date d'échéance (incluse).] *Date d'Echéance:* [La Date d'Echéance sera le [[*préciser la date*]/ [Date de Paiement d'Intérêts tombant le ou la plus proche du [●]].] *Remboursement:* [Montant de Remboursement Final: [Sous réserve d'un achat et d'une annulation ou d'un remboursement anticipé, les Titres seront remboursés à la Date d'Echéance (voir ci-dessus) à [100] pour cent de leur montant nominal]/ [Autre (*préciser)*].] *Remboursement Anticipé au gré de l'Emetteur (Call Option):* Remboursement Anticipé au gré de l'Emetteur: [Applicable (particularités supplémentaires précisées dans la clause 22 de la Partie A des Conditions Définitives)/Sans objet]. *Remboursement Anticipé au gré des Porteurs (Investor Put):* Remboursement Anticipé au gré des Porteurs: [Applicable (particularités supplémentaires précisées dans la clause 23 de la Partie A des Conditions Définitives)/Sans objet]. *Remboursement en plusieurs versements:* [Les Titres seront remboursables en Montant(s) de Versement Echelonné(s) de [au moins/jusqu'à][●] payables le [●] [et le [●]] (la ou les **Date(s) de Remboursement(s) Echelonnée(s)**) [et [au moins/jusqu'à][●] payable le [●] [et le [●] [etc]]/Sans objet]. *Remboursement Anticipé (Raisons fiscales):* Le Remboursement Anticipé pour raisons fiscales est possible les jours autres que les Dates de Paiement d'Intérêts: [Oui/Non] *Rendement (uniquement pour les Titres à Taux Fixe)*: [Le rendement est de [●] pour cent. par an. [Calculé selon [*insérer les détails de la méthode de calcul sous forme de résumé*] à la Date d'Emission.]

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		Le rendement est calculé à la Date d'Emission sur la base du Prix d'Emission. Ce n'est pas une indication d'un rendement futur/Sans objet.]
C.10	**Composante dérivée dans le paiement d'intérêts**	A l'exception des Titres Indexés sur l'Inflation, des Titres Libellés en Deux Devises et des Titres Libellés en Deux Devises Inversées, les Titres émis dans le cadre du Programme ne contiennent aucun instrument dérivé. Les Titres Indexés sur l'Inflation sont liés au CPI, au HICP ou au RPI, tel que décrit au paragraphe C.9, ci-dessus. La valeur des Titres Indexés sur l'Inflation évoluera en fonction du CPI, du HICP ou du RPI, respectivement. Les Titres Libellés en Deux Devises et les Titres Libellés en Deux Devises Inversées sont liés au taux de change indiqué dans les Conditions Définitives applicables, tel que décrit au paragraphe C.9, ci-dessus. La valeur des Titres Libellés en Deux Devises et des Titres Libellés en Deux Devises Inversées évoluera en fonction du taux de change entre les deux devises spécifiées dans les Conditions Définitives applicables.
C.11	**Cotation et admission à la négociation**	Une demande a été déposée auprès d'Euronext Paris pour l'admission des Titres émis dans le cadre du Programme à la négociation et à la cotation sur Euronext Paris. Le Programme a été passporté à la Bourse de Luxembourg. Les Titres peuvent faire l'objet d'une cotation, ou d'une admission aux négociations le cas échéant, sur d'autres bourses de valeurs ou marchés convenus entre l'Émetteur et l'Agent Placeur de la Souche. Les Titres émis pourront ne pas être cotés ni admis aux négociations sur un marché. ***Résumé spécifique à l'émission***: [[Une demande a été faite]/[une demande doit être faite] par l'Emetteur (ou pour le compte de l'Emetteur) en vue de l'admission des Titres aux négociations sur [Euronext Paris] [le marché réglementé] de la Bourse de [●]]. [Les Titres ne feront pas l'objet d'une admission aux négociations sur tout marché.]
C.15	**Description de l'impact de la valeur du sous-jacent sur la valeur de l'investissement**	Les Titres Indexés sur l'Inflation sont des titres de créance dont le montant du principal et/ou des intérêts n'est pas prédéterminé. Les montants dus au titre du principal et/ou des intérêts seront dépendants de la performance du CPI, du HICP ou du RPI, tels que décrits au paragraphe C.9, ci-dessus. Le montant du principal et/ou des intérêts dus par l'Émetteur pourra varier et les Porteurs des Titres pourraient ne pas recevoir d'intérêt. Lorsque le principal est calculé par rapport au CPI, au HICP ou au RPI, les Conditions Définitives applicables indiqueront si, dans le cas où à la date de maturité le niveau du Ratio de

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		l'Indice d'Inflation est inférieur à 1, les Titres seront remboursés au pair. S'il est indiqué dans les Conditions Définitives applicables que dans un tel cas les Titres ne seront pas remboursés au pair, le montant du principal payable lors du remboursement peut ne pas correspondre au montant nominal de ces Titres et peut impliquer que les investisseurs perdent une partie ou la totalité de leur capital investi. Les Titres Libellés en Deux Devises ou les Titres Libellés en Deux Devises Inversées sont des titres de créance pour lesquels, selon les stipulations des Conditions Définitives applicables, le montant du principal et/ou des intérêts peut ne pas être prédéterminé, tel que décrit que paragraphe C.9, ci-dessus. Le montant les intérêts ou du principal payable peut varier significativement selon l'évolution du taux de change des devises spécifiées dans les Conditions Définitives applicables et les investisseurs pourraient perdre une partie ou la totalité de leur capital investi.
C.16	**Titres Dérivés-Echéance**	Les échéances des Titres Indexés sur l'Inflation, des Titres Libellés en Deux Devises ou des Titres Libellés en Deux Devises Inversées seront celles stipulées dans les Conditions Définitives applicables, sous réserve du respect des exigences légales et/ou réglementaires et/ou d'une banque centrale applicables.
C.17	**Titres Dérivés – Règlement-livraison**	Les Titres Indexés sur l'Inflation, les Titres Libellés en Deux Devises et les Titres Libellés en Deux Devises Inversées feront l'objet d'un règlement en espèces.
C.18	**Produit des Titres Dérivés**	*Titres Indexés sur l'Inflation* Les paiements dûs au titre du principal et/ou des intérêts se rapportant aux Titres Indexés sur l'Inflation seront déterminés en multipliant le montant nominal des Titres en circulation par le produit du taux annuel indiqué dans les Conditions Définitives et du Ratio de l'Indice d'Inflation concerné. Les Conditions Définitives applicables indiqueront si, dans le cas où à la date de maturité le niveau du Ratio de l'Indice d'Inflation est inférieur à 1, les Titres seront remboursés au pair. S'il est indiqué dans les Conditions Définitives applicables que dans un tel cas les Titres ne seront pas remboursés au pair, le montant du principal payable au remboursement peut être inférieur au montant nominal de ces Titres. *Titres Libellés en Deux Devises* Les paiement relatifs aux intérêts des Titres Libellés en Deux Devises seront déterminés en appliquant le taux d'intérêt des Titres au montant de calcul des Titres, puis en multipliant ce produit par la convention de jours ouvrés, puis en appliquant le taux de change spécifié dans les Conditions Définitives applicables. Si les Conditions Définitives concernées indiquent que les stipulations relatives au remboursement des Titres Libellés en Deux Devises

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		sont applicables pour une tranche de Titres Libellés en Deux Devises, les paiements relatifs au principal de ces Titres Libellés en Deux Devises correspondront au montant principal des Titres en circulation dans la devise spécifiée converti dans la devise équivalente au taux de change spécifié dans les Conditions Définitives applicables. Dans ce cas, les Titres pourraient ne pas être remboursés au pair et le montant du principal payable au remboursement pourrait être inférieur au montant nominal de ces Titres. *Titres Libellés en Deux Devises Inversées* Les paiement relatifs aux intérêts des Titres Libellés en Deux Devises Inversées seront déterminés en appliquant le taux d'intérêt des Titres au montant de calcul équivalent des Titres libellé dans une devise différente de la devise spécifiée, puis en multipliant ce produit par la convention de jours ouvrés, puis en appliquant le taux de change spécifié dans les Conditions Définitives applicables. Si les Conditions Définitives concernées indiquent que les stipulations relatives au remboursement Titres Libellés en Deux Devises Inversées sont applicables à une tranche de Titres Libellés en Deux Devises Inversées, les paiements relatifs au principal des Titres Libellés en Deux Devises Inversées seront calculés par montant de calcul équivalent et convertis dans la devise spécifiée au taux de change spécifié dans les Conditions Définitives applicables. Dans ce cas, les Titres pourraient ne pas être remboursés au pair et le montant du principal payable au remboursement pourrait être inférieur au montant nominal de ces Titres.
C.19	**Titres Dérivés – Prix d'exercice / Prix de référence final**	Non applicable.
C.20	**Titres Dérivés –Type de sous-jacent et où l'information sur le sous-jacent peut être trouvée**	*Titres Indexés sur l'Inflation* Les Titres Indexés sur l'Inflation sont des Titres dont le principal et/ou l'intérêt est indexé. En plus du rendement réel fixé au moment de l'émission appliqué à un montant nominal non-indexé, l'intérêt est déterminé en appliquant la variation de l'inflation, exprimée en pourcentage, au montant nominal de l'émission. Les Titres Indexés sur l'Inflation sont liés au CPI, HICP ou RPI, qui sont des instruments officiels pour mesurer l'inflation en France, dans l'Union Monétaire Européen et au Royaume Uni, respectivement. Chacun permet de disposer d'une estimation entre deux périodes déterminées des moyennes de fluctuations des prix des biens et des services consommés par les ménages sur leur territoire respectif. Ce sont des indicateurs de mouvements des prix des produits sur une base de qualité constante. *Titres Libellés en Deux Devises et Titres Libellés en Deux Devises Inversées* Les Titres Libellés en Deux Devises et Titres Libellés en Deux Devises Inversées sont des Titres dont le principal et/ou les intérêts sont liés au taux

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		de change dans les devises spécifiées dans les Conditions Définitives applicables. ***Résumé Spécifique de l'émission:*** *Titres Indexés sur l'Inflation* Les Titres seront liés au [CPI / HICP / RPI]. Les informations relatives au [CPI / HICP / RPI], sa volatilité passée et sa performance future pourront être obtenues [sur/auprès de] [●]. *Titres Libellés en Deux Devises* Les Titres seront liés au [*préciser le taux de change applicable*]. Les informations relatives au [*préciser le taux de change applicable*], sa volatilité passée et sa performance future pourront être obtenues [sur/auprès de] [●]. *Titres Libellés en Deux Devises Inversés* Les Titres seront liés au [*préciser le taux de change applicable*]. Les informations relatives au [*préciser le taux de change applicable*], sa volatilité passée et sa performance future pourront être obtenues [sur/auprès de] [●].
C.21	**Indication du marché sur lequel les valeurs seront négociées et pour lequel le prospectus a été publié**	Une demande a été déposée auprès d'Euronext Paris pour l'admission des Titres émis dans le cadre du Programme à la négociation et à la cotation sur Euronext Paris. Le Programme a été passporté à la Bourse de Luxembourg.

Section D – Risques		

D.2	**Principaux risques propres à l'Emetteur**	L'Emetteur considère que les facteurs suivants sont susceptibles d'affecter son activité. Ces facteurs sont aléatoires, susceptibles de se produire ou non et l'Emetteur n'est pas en mesure de s'exprimer sur la probabilité de leur éventuelle survenance.
		
		• Risques juridiques
		
		  • Risques liés au statut de l'Emetteur: suite à l'adoption de la Loi sur la Réforme Ferroviaire 2018, l'Emetteur fera l'objet à partir du 1er janvier 2020 d'une réorganisation qui se traduira, entre autres, par un changement de sa forme légale en société anonyme.
		
		  • L'Emetteur en tant qu'établissement public à caractère industriel et commercial (EPIC) peut voir le Gouvernement français intervenir dans des décisions importantes ou prendre des décisions importantes le concernant. Suite au rapport remis au Gouvernement français le 15 février 2018 par Jean-Cyril Spinetta sur la situation du système ferroviaire, le Premier ministre français, Edouard Philippe, a exposé, dans le cadre d'une conférence de presse le 26 février 2018, les grandes lignes d'« un nouveau pacte ferroviaire français ». Depuis cette date, la Loi sur la Réforme Ferroviaire 2018 a été publiée au Journal Officiel de la République Française le 28 juin 2018. Le groupe SNCF fera l'objet à partir du 1er janvier 2020 d'une réorganisation qui se traduira, entre autres, par un changement de la forme légale de ses entités (y compris SNCF Réseau) et du transfert de l'entité *Gares & Connexions* à l'Emetteur. Par ailleurs, le Premier Ministre a annoncé lors d'une seconde conférence de presse tenue le 25 mai 2018 que l'Etat reprendrait une partie substantielle de la dette de SNCF Réseau, soit un montant total de €35 milliards repris en deux phases, €25 milliards au 1er janvier 2020 et les €10 milliards restants en 2022. Ce transfert de dette a été confirmé et les principaux aspects de ce transfert ont été décrits dans le communiqué de presse de l'Agence France Trésor et de SNCF Réseau du 26 Novembre 2018, néanmoins, les modalités détaillées de cette reprise de dette restent à déterminer. Cette réorganisation pourrait avoir un impact significatif sur les activités et/ou la situation financière de l'Emetteur, y compris sur la notation de l'Emetteur et des Titres, dont l'étendue et la forme ne peuvent être déterminées ou anticipées pour le moment.

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		• L'Emetteur conduit ses activités dans le contexte d'un contrat de performance avec l'Etat français. • Les activités de l'Emetteur requièrent diverses autorisations qui peuvent être difficiles à obtenir ou dont l'obtention peut être soumise à des conditions pouvant devenir significativement plus rigoureuses. • Les redevances de SNCF Réseau payées par les exploitants du service passagers sont réglementées. Le niveau de ces redevances est susceptible d'avoir un impact sur les résultats de l'Emetteur. • **Risques financiers / de marché** (risques de taux d'intérêt, de liquidité, de contrepartie et de change) • Risque de taux d'intérêt: L'Emetteur est exposé au risque de taux d'intérêt compte-tenu du montant significatif de sa dette nette qu'il doit refinancer sur les marchés financiers. • Risque de liquidité: la stratégie financière de l'Emetteur lui impose de disposer à tout moment des ressources financières suffisantes pour financer son activité courante et ses investissements. En complément de ses ressources propres et des concours publics qui lui sont versés, l'Emetteur assure l'essentiel de son financement sur les marchés de dette organisés ou de gré à gré. Le risque de liquidité est assuré en permanence par l'Emetteur par une gestion proactive de ses besoins de liquidité, un accès diversifié à des sources de financement qu'elles soient long terme (programme EMTN de 55 milliards d'euros) ou court terme (Titres négociables à court terme – NEU CP de 3 milliards d'euros et Euro Commercial Paper de 5 milliards d'euros). De plus, l'Emetteur bénéficie d'une ligne de crédit de 1,5 milliard d'euros qui n'a jamais fait l'objet de tirage. • Risque de contrepartie: l'Emetteur est exposé à un risque de contrepartie dans le cadre du placement de ses disponibilités et de la souscription de produits dérivés auprès de ses partenaires financiers, ainsi il est exposé au risque de contrepartie à la fois dans la gestion quotidienne de sa trésorerie et dans la gestion de sa dette à moyen et long terme. Afin de couvrir son risque de contrepartie, l'Emetteur procède à des appels de marge auprès de ses contreparties financières. Du collatéral (uniquement sous forme de cash) est appelé à hauteur de la valeur de marché des portefeuilles

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		d'instruments financiers avec chaque contrepartie avec laquelle l'Emetteur est en risque net. • Risque de change: l'Emetteur négocie des financements en devises étrangères. Ces financements sont convertis en euros. • Risque lié aux hypothèses retenues par l'Emetteur pour les besoins du calcul de la valeur nette de ses actifs (voir section B.10 du présent résumé). S'ajoutent à ces risques spécifiques aux activités des marchés financiers, les risques de financement liés à la participation financière du gestionnaire de réseau aux différentes opérations d'investissements et les risques de contrepartie clients ou cofinanceurs. Sous réserve de l'application du principe de la Règle d'Or, les risques de dérive des projets comportent aussi de forts enjeux financiers pour l'ensemble de l'entreprise. • Risques opérationnels • Les principaux risques pouvant avoir des impacts opérationnels sont majoritairement liés à l'utilisation du réseau ferré (sécurité technique liée à la conception et à la maintenance des équipements constitutifs de l'infrastructure ferroviaire et sécurité de la gestion des circulations) et aux opérations d'investissements (y compris les risques de construction). • Risques juridiques: outre les risques juridiques relatifs à la mise en cause de l'entreprise en tant que propriétaire et exploitant, mais également comme maître d'ouvrage, L'Emetteur se voit régulièrement confronté à de nouveaux risques juridiques liés à l'évolution du cadre réglementaire auquel il est assujetti, notamment pour ce qui relève de ses activités de gestionnaire d'infrastructure ferroviaire ou de maître d'ouvrage, mais aussi du fait des contrats de partenariats liant l'Emetteur à ses différents partenaires (sécurité juridique des nouveaux contrats de concessions ou de partenariats public-privé). • Risques économiques: La stratégie macro-économique de l'Emetteur est dictée par la croissance du trafic et ses effets sur la perception des redevances d'accès, ainsi que par le contrôle effectif des coûts de maintenance et d'extension du réseau.

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		• Risques informatiques: l'Emetteur a mis en place une politique de sécurité informatique qui lui a permis de résister jusqu'à maintenant aux cyber-attaques, néanmoins, les opérations de l'Emetteur sont dépendantes des systèmes informatiques, la défaillance ou la rupture dans leur sécurité pourrait porter préjudice à sa réputation et affecter de manière négative sa performance financière. • Risques à fort impact sur la notoriété: Ces risques découlent principalement des incidents et accidents de nature ferroviaire, et sont de nature à détériorer l'image de l'entreprise auprès des investisseurs comme des partenaires. L'occurrence de ces incidents et accidents de nature ferroviaire est néanmoins faible. D'autres risques, liés aux activités du gestionnaire de réseau (y compris en dehors du domaine ferroviaire proprement dit), sont par ailleurs identifiés comme pouvant fortement dégrader la notoriété de l'entreprise; ils sont également traités dans cette catégorie (risques d'atteinte à l'environnement par exemple). • Risques sociaux: des grèves et arrêts de travail des salariés (syndiqués ou non) ont eu lieu par le passé et ne sont pas à exclure à l'avenir, en particulier dans le contexte du débat sur le « nouveau pacte ferroviaire français ». Ces grèves et arrêts de travail, s'ils étaient significatifs, pourraient avoir un impact négatif sur la performance financière de l'Emetteur. • **Risques liés aux conséquences du changement climatique:** les évènements climatiques extrêmes sont déjà visibles sur le réseau et ont une répercussion sur les infrastructures ferroviaires. L'adaptation et la résistance technique des infrastructures ferroviaires sont les nouveaux défis face au dérèglement climatique qui impactent les circulations et la sécurité sur le réseau. • **Politique d'assurance:** Certains risques de l'Emetteur (tel que les «cyber-risques ») ne sont pas couverts par une police d'assurance, ce qui est susceptible d'avoir un impact négatif sur la situation financière de l'Emetteur. • **Les attaques terroristes ou événements similaires**, peuvent avoir un impact négatif sur les activités et les résultats de l'Emetteur. • **Litiges en cours**.
D.3	**Principaux risques propres aux Titres**	L'investissement dans les Titres n'est pas nécessairement adapté à tous les investisseurs. Chaque investisseur potentiel doit être capable d'évaluer sur la base de sa propre analyse et de l'aide d'un conseil, s'il le juge utile, au regard

Section D – Risques		

		des circonstances si cet investissement est approprié au regard de sa situation personnelle.
		
		Certains risques relatifs aux Titres dépendent des caractéristiques des Titres tel que:
		
		• une valeur de marché des Titres limitée et/ou volatile;
		
		• le remboursement des Titres lorsque les conditions de réinvestissement ne sont pas favorables pour le Porteur de Titres;
		
		• un paiement réduit au titre des intérêts ou le non-paiement des intérêts;
		
		• le paiement du principal ou des intérêts à des dates différentes de celle(s) prévue(s);
		
		• la perte de tout ou partie de son investissement par le Porteur de Titres - dûe au fait que les Titres (ou le retour sur investissement en capital ou en intérêt sur les Titres) sont:
		
		  • soumis à un remboursement optionnel par l'Émetteur, qui est de nature à limiter leur valeur de marché, en particulier durant toute période pendant laquelle l'Emetteur peut choisir de rembourser les Titres;
		
		  • remboursables par versements échelonnés – l'évolution du taux d'intérêt ou d'autres conditions de marché pouvant affecter le montant des versements futurs;
		
		  • soumis alternativement à taux fixe et à taux variable;
		
		  • émis avec une décote ou une prime par rapport à leur valeur nominale – les Titres émis en dessous du pair ou assortis d'une prime par rapport à leur valeur ont tendance à être plus sensibles aux variations de taux d'intérêt que ne le sont les titres dont l'intérêt est calculé selon des modalités classiques; et/ou
		• Si cela est spécifié dans les Conditions Définitives, le montant de remboursement du principal des Titres Indexés sur l'Inflation peut être inférieur au montant nominal de ces Titres, ou même nul.
		
		Les risques relatifs aux Titres comprennent également:
		
		• le risque lié au caractère obligatoire des décisions prises par les assemblées des Porteurs de Titres - les décisions prises à la majorité qualifiée des Porteurs de Titres peuvent s'imposer à l'ensemble des Porteurs de Titres;

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		• le non-paiement de montants additionnels (dans certaines circonstances) lié à une retenue à la source sur les paiements effectués au titre des Titres; • les changements de loi applicable qui peuvent impacter la valeur des Titres; • l'éventuelle obligation de payer des impôts ou d'autres taxes ou droits dans certaines juridictions; • l'absence d'un marché secondaire liquide pour les Titres qui peut restreindre la possibilité pour les Porteurs de Titres de vendre leurs Titres; • un risque de conversion des devises lié au fait que les paiements soient reçus par les Porteurs de Titres dans des devises autres que celles de leurs activités financières; • les variations des taux d'intérêt qui peuvent affecter la valeur des Titres à Taux Fixe ou à Taux Variable; • les notations, qui ne constituent pas une recommandation d'acheter, vendre ou détenir des titres, ne reflète pas l'intégralité des risques liés aux Titres; • une baisse de notation qui peut engendrer une diminution de la valeur de négociation des Titres; • les investisseurs ne pourront pas calculer par avance leur taux de rendement pour les Titres à Taux Variable, les Titres Indexés sur l'Inflation, les Titres Libellés en Deux Devises et les Titres Libellés en Deux Devises Inversées; • les indices d'inflation applicables aux Titres Indexés sur l'Inflation pourraient ne pas atteindre les mêmes niveaux de performances que ceux atteints par le passé; • le montant des intérêts dus par l'Emetteur et/ou le principal des Titres Indexés sur l'Inflation peut varier si la valeur du CPI, HICP ou RPI (respectivement) calculée à toute date avant la date d'échéance est inférieure à la valeur de l'indice concerné à la date d'émission des Titres ou à la date d'achat par les Porteurs des Titres; • les Titres à Coupon Zéro sont soumis à des fluctuations de prix plus élevées que les titres sans décote;

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		• les porteurs de Titres Libellés en Deux Devises et de Titres Libellés en Deux Devises Inversées peuvent être exposés au risque de change; • les considérations légales relatives à un investissement, y compris la légalité de l'achat dans la juridiction de l'acheteur potentiel, peuvent restreindre certains investissements; • le fait que certains investisseurs soient soumis à des lois et réglementations ou à des contrôles de certaines autorités; • le rendement effectif des Titres pour un Porteur de Titres pourrait être inférieur au rendement nominal en raison des coûts de transaction; • des conflits d'intérêt pourraient survenir entre les intérêts des Agents Placeurs ou de l'agent de calcul et les intérêts des Porteurs; • si des Titres Définitifs sont imprimés, et qu'un Porteur détient un montant qui est inférieur à la valeur nominale minimale, ce Porteur devra acheter un montant principal de Titres de telle sorte que sa détention représente la valeur nominale lui permettant de recevoir un Titre Définitif; • Concernant les Titres dont l'émission a un objet particulier, tels que les green bonds, il ne peut être assuré que cet objet particulier correspondra aux critères spécifiques d'un investisseur; • Risques liés aux Titres indexés sur un « indice de référence »: Certains indices de référence (par exemple: le LIBOR) font l'objet d'une réforme réglementaire nationale et internationale. A la suite de la mise en œuvre de telles réformes, la manière d'administrer les indices de référence peut changer, de sorte qu'elles peuvent se produire différemment que par le passé. Toute conséquence de ce type pourrait avoir un effet défavorable important sur la valeur des Titres.
D.6	**Informations de base sur les facteurs matériels permettant de déterminer les risques associés aux Titres Indexés sur l'Inflation, Libellés en Deux Devises ou Libellés en Deux Devises Inversées**	*Titres Indexés sur l'Inflation* Les investisseurs potentiels dans les Titres Indexés sur l'Inflation doivent être conscients que ces Titres sont des titres de créance dont le montant des intérêts n'est pas prédéterminé. Les montants dus au titre du principal et/ou des intérêts seront dépendants de la performance du CPI, du HICP ou du RPI, tels que décrits au paragraphe C.9, ci-dessus. Le montant du principal et/ou des intérêts dus par l'Émetteur pourra varier et les Porteurs des Titres pourraient ne pas recevoir d'intérêt. Lorsque le principal est calculé par rapport au CPI, au HICP ou au RPI, les Conditions Définitives applicables indiqueront si, dans le cas où à la date de maturité le niveau du Ratio de l'Indice d'Inflation est inférieur à 1, les Titres seront remboursés au pair. S'il

Section D – Risques		
		est indiqué dans les Conditions Définitives applicables que dans un tel cas les Titres ne seront pas remboursés au pair, le montant du principal payable au remboursement peut ne pas correspondre au montant nominal de ces Titres et peut impliquer que les investisseurs perdent une partie ou la totalité de leur capital investi. *Titres Libellés en Deux Devises et Titres Libellés en Deux Devises Inversées* Les investisseurs potentiels dans les Titres Libellés en Deux Devises et les Titres Libellés en Deux Devises Inversées doivent être conscients que ces Titres sont des titres de créance qui, selon les stipulations des Conditions Définitives applicables, peuvent ne pas donner lieu au paiement de montants d'intérêts prédéterminés. Le montant du principal et/ou des intérêts payable par l'Emetteur peut varier et les Porteurs des Titres pourraient recevoir un montant d'intérêt significativement bas. Si les Conditions Définitives concernées indiquent que les stipulations relatives aux remboursement des Titres Libellés en Deux Devises sont applicables à une tranche de Titres Libellés en Deux Devises ou si les Conditions Définitives concernées indiquent que les stipulations relatives aux Titres Libellés en Deux Devises Inversées sont applicables à une tranche de Titres Libellés en Deux Devises Inversées, les Titres ne seront pas remboursés au pair, le montant du principal payable au remboursement pourrait être inférieur au montant nominal des Titres et les investisseurs pourraient perdre la totalité ou une partie de leur investissement.

Section E – Offre		
E.2b	**Raison de l'offre et utilisation des produits**	Les produits nets de l'émission de chaque Tranche de Titres seront utilisés par l'Emetteur: • pour financer les besoins généraux de l'entreprise. • pour financer des investissements dans un ou plusieurs Projets Green Eligibles (tels que définis ci-dessous) et décrits dans le SNCF Réseau *green bond* framework disponible sur le site internet de SNCF Réseau http://www.sncf-reseau.fr/fr/finance-durable. Les « Projets Green Eligibles » incluent: (i) les investissements de maintenance et d'amélioration, concernant notamment la consommation d'énergie, du réseau ferré; (ii) les investissements relatifs aux nouvelles lignes ou l'extension de lignes existantes; et (iii) d'autres investissement liés aux nouveaux défis lancés par les changements climatiques, la protection de la biodiversité et des ressources naturelles. A une Date d'Emission pour une Tranche de Titres, Les Projets Green Eligibles pourront être à la fois des nouveaux projets et les projets en cours pour lesquels des investissements pourront avoir commencé à être réalisés dans les deux ans précédant la date d'émission de cette Tranche de Titres. Pour les investissements qui seront réalisés ou perdureront ou au-delà de la Date d'Emission de cette Tranche de Titres, ceux-ci devraient avoir été complétement réalisés avant l'échéance de cette Tranche de Titres. Si cela est nécessaire, les Conditions Définitives concernées indiqueront plus en détail les Projets Green Eligibles particuliers à une Tranche de Titres et toute autre information, telle que l'existence d'une opinion relative à ces Titres, ou autre et la disponibilité et l'auteur de cette information. l'Emetteur devrait utiliser la majore partie des produits de l'émission aux catégories de Projets Green Eligibles (i) et (ii) décrites ci-dessus. Cependant, le lancement d'autres investissements en rapport avec la protection de la biodiversité et des ressources naturelles est essentiel pour la stratégie environnementale et de développement durable de l'Emetteur. Si dans le cadre d'une émission déterminée de Titres, une autre utilisation particulière des fonds est envisagée, celle-ci sera précisée dans les Conditions Définitives concernées.

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		Résumé spécifique à l'émission: [Le produit net de l'émission des Titres sera utilisé par l'Emetteur pour financer les besoins généraux de l'entreprise.]/ [Le produit net de l'émission des Titres sera utilisé par l'Emetteur pour financer des investissements dans un ou plusieurs *Projets Green Eligibles*.]/ […]
E.3	**Modalités et conditions de l'offre**	Les Titres peuvent faire l'objet d'une offre au public en France, dans le Grand Duché du Luxembourg et/ou dans tout Etat Membre de l'EEE dans lequel le Prospectus de Base a été passporté, ce qui devra être spécifié dans les Conditions Définitives applicables. Les Conditions Définitives applicables stipuleront les modalités et conditions de l'offre applicable à chaque Tranche de Titres. A l'exception des stipulations de la section A.2 ci-dessus, ni l'Emetteur ni aucun des Agents Placeurs n'a autorisé une personne à faire une Offre Non-exemptée en aucune circonstance et une telle personne n'est pas autorisée à utiliser le Prospectus dans le cadre de ses offres de Titres. De telles offres ne sont pas faites au nom de l'Emetteur ni par aucun des Agents Placeurs ou des Etablissements Autorisés et ni l'Emetteur ni aucun des Agents Placeurs ou des Etablissements Autorisés n'est responsable des actes de toute personne procédant à ces offres. ***Résumé spécifique à l'émission:*** [Les Titres sont offerts dans le cadre d'Offre Non-exemptée en [*préciser le ou les pays*]. Le prix d'émission des Titres est [•] pour cent, de leur montant nominal. [*Résumer les Offres Non-exemptées, en copiant le langage à partir des paragraphes [35] de la Partie A et [10] de la Partie B des Conditions Définitives.*] [Il existe des restrictions relatives à l'offre et la vente des Titres ainsi que sur la distribution des documents relatifs à l'Offre dans certains pays.]
E.4	**Intérêts determinants pour l'émission**	L'intérêt et les éventuels intérêts conflictuels pouvant influer sensiblement sur l'émission/l'offre des Titres concernés seront décrits dans les Conditions Définitives applicable. ***Résumé spécifique à l'émission:*** [A l'exception de ce qui figure ci-dessus], [et sous réserve que [•]] à la connaissance de l'Emetteur, aucune personne participant à l'émission des Titres n'a un intérêt matériel à l'offre, y compris de conflit d'intérêts.]

Section E – Offre		
E.7	**Estimation des dépenses**	Une estimation des dépenses facturées à l'investisseur par l'Emetteur ou l'établissement sera incluse dans les Conditions Définitives applicables. ***Résumé spécifique à l'Emission:*** [Aucune dépense ne sera mise à la charge d'un investisseur par l'Emetteur. Pour cette émission spécifique, cependant, des dépenses pourront être mises à la charge par un Etablissement Autorisé (tel que défini ci-dessus) dans une fourchette entre [•] pour cent et [•] pour cent, du montant nominal des Titres à acheter par l'investisseur concerné.]

Risk Factors

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. These factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. Investors are informed that the value of their investment may be affected by certain factors or events (it being specified that the risk incurred by the investor is limited to the value of its investment).

In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision. In particular, investors should make their own assessment as to the risks associated with the Notes prior to investing in the Notes.

The order in which the following risks factors are presented is not an indication of the likelihood of their occurrence.

Any reference below to a Condition is a reference to the correspondingly numbered condition in the Terms and Conditions of the Notes. Words and expressions defined in the other sections of this Base Prospectus shall have the same meaning in this section.

1. FACTORS THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER NOTES ISSUED UNDER THE PROGRAMME

1.1 Legal risks

Risks in connection with the status of the Issuer

The Issuer was established by Act no. 97-135 of 13 February 1997 as amended (consolidated version as at 1 January 2013) and, among others, more recently by Law n° 2014-872 dated 4 August 2014 relating to the latest railway system reform in France at that time. As discussed below, the French railway system is undergoing a new reform phase.

Pursuant to Article L.2141-10 of the French *Code des transports*, the Issuer is subject to the financial management and accounting rules applicable to commercial companies. The Issuer keeps its accounting books and records in accordance with prevailing legislation and regulations in France.

In addition, the Issuer, as a French public entity of an industrial and commercial character (*établissement public industriel et commercial*), is not subject to private-law enforcement procedures (*voies d'exécution de droit privé*) in accordance with the general principle that assets of public entities cannot be seized under French law and is not subject to private sector bankruptcy law. In particular, the public land owned by SNCF Réseau is indefeasible, may not be sold and cannot be subject to lien. The law of 16 July 1980

specifies the payment conditions for public companies. This may have an impact on any potential recourse of the Noteholders against the Issuer.

At a press conference held on 26 February 2018, the French Prime Minister set out the main terms of a "new French railway pact". One of the four axes of this pact outlined during this press conference and reaffirmed during a further press conference held on 30 May 2018 relates to the reorganisation of the SNCF Group, involving the transformation of its current constituent entities, comprised of SNCF, SNCF Réseau and SNCF Mobilités (see section entitled "*Description of SNCF Réseau*" below), into State wholly-owned limited liability companies (*sociétés nationales à capitaux publics*).

The Law nº2018-515 dated 27 June 2018 for the "new railway pact" which has been adopted by the French Parliament and published in the French Official Journal on 28 June 2018 (the **2018 Rail Reform Law**) provides for the creation as from 1 January 2020 of a State-owned unified group (*groupe public unifié*). According to the 2018 Rail Reform Law, the Issuer, as part of this reorganisation, will become a limited liability company (*société anonyme*), to be wholly-owned by the new holding company of this group which itself will be a State wholly-owned limited liability company (*société nationale à capitaux publics*) (the "**Holding Company**"). The 2018 Rail Reform Law also prohibits the sale or transfer of the shareholdings to be held by the French State in the Holding Company and the sale or transfer of the shareholdings to be held by the Holding Company in each of SNCF Réseau and SNCF Voyageurs.

The Issuer will therefore be subject in the near future to various reorganisations and reorientations resulting from this reorganisation and change to its legal status which could have a material effect on its activities and/or its financial situation, including on the rating of the Issuer and the Notes, the extent and shape of which it is not yet possible to fully determine or anticipate.

Additionally, on 7 June 2019, the SNCF group published a press release related in particular to its new financing policy and to the impact of such new policy on the debt of SNCF Réseau.

In the context of the 2018 Railway Reform Law, *société nationale SNCF*, parent company of the new unified group, will provide strategic and financial leadership for the combined group under the independence requirements governing infrastructure managers. As from 1 January 2020, *société nationale SNCF* will act as sole issuer on financial markets, entrusted with raising financing for the entire Group.

Exceptionally and for operational reasons linked to the deployment of a single issuance system, for a transitional period that will not extend beyond 30 June 2020, SNCF Réseau will be able to continue to raise its own funding on the capital markets.

It is not yet possible to fully determine and anticipate the impact of such new financial policy which will be set out on the activities and/or the financial situation of the Issuer, including on the rating of the Issuer and the Notes as well as on the liquidity and secondary market of the Notes (see also paragraph 2.4 "Risks related to the market generally - The secondary market generally and liquidity risk").

See also for more details on the New French railway pact the section "The French Government may influence decisions that are important for the Issuer - New French railway pact" below.

The French Government may influence decisions that are important for the Issuer – New French railway pact

Pursuant to Article 1 of Decree n° 97-444 dated 5 May 1997 relating to the missions and status of SNCF Réseau (*relatif aux missions et aux statuts de SNCF Réseau*), the Issuer is under the tutelage of the Minister in charge of the rail transport.

Pursuant to Decree n° 2015-137 dated 10 February 2015 relating to the missions and status of SNCF and the economic and financial inspection mission for transport (*relatif aux missions et aux statuts de la SNCF et à la mission de contrôle économique et financier des transports*), the financial and economic control of the French State over French public entities of the State-owned railway group is exercised by the economic and financial inspection mission for transport under the authority of the Ministers in charge of the Economy and the Budget.

Moreover, as a public services entity, the Issuer is subject to the supervision of the *Cour des Comptes* (French national audit office) a posteriori.

The economic and financial inspection mission for transport is responsible for informing, advising and controlling economic and financial matters related to SNCF, SNCF Réseau and SNCF Mobilités, including entities in which any of SNCF, SNCF Réseau and SNCF Mobilités hold the majority of the share capital. The economic and financial inspection mission can inter alia issue a formal advice (avis) on any questions and planning decisions having an impact of the financial balance of SNCF, SNCF Réseau and SNCF Mobilités.

Accordingly, given the strategic importance of the railway system and the Issuer's role and activities relating thereto, the French Government and/or other French state agencies may directly or indirectly, make, or influence, decisions relating to the present or future activities, organisation and/or status of the Issuer.

In particular, following the submission of a report on the situation of the French railway system commissioned by the French Government by Jean-Cyril Spinetta on 15 February 2018, the French Prime Minister, Edouard Philippe, has set out, during a press conference held on 26 February 2018 referred to above, the main terms of a "new French railway pact".

Since then, the 2018 Rail Reform Law has been adopted by the French Parliament and published in the French Official Journal on 28 June 2018.

Under the 2018 Rail Reform Law, it is envisaged in particular, as from 1 January 2020, to:

- reorganise the SNCF group to achieve greater efficiency: this will involve the transformation of the current SNCF group into a State-owned unified group (*groupe public unifié*) and the change of the legal status of its constituent entities into State wholly-owned limited liability companies. According to the 2018 Rail Reform Law, SNCF Réseau, will become a limited liability company (*société anonyme*), wholly-owned by the Holding Company. The 2018 Rail Reform Law also prohibits the sale or transfer of the shareholdings to be held by the French State in the Holding Company and the sale or transfer of the shareholdings to be held by the Holding Company in each of SNCF Réseau and SNCF Voyageurs;

- transfer, as part of the reorganization of the SNCF group, the entity known as *Gares & Connexions* to SNCF Réseau;

- transform the employment organisation by ceasing the recruitment of staff under the regulated railroad staff (*cheminot*) status, as from 1 January 2020. Current employees will continue to benefit from their current *cheminot* status. In parallel with such transformation, negotiations will be held with employees and unions at the level of the railway branch; and

- define the modalities for a successful opening up to the competition of the French passenger railway transport activities.

The 2018 Rail Reform Law also enables the French government to adopt legislative measures by way of ordinances (*ordonnances*) in order to implement the new railway pact.

In addition, the Prime Minister announced during a further press conference held on 25 May 2018 that the French State would assume a substantial part of the existing debt of SNCF Réseau, i.e. €35 billion in two phases: €25 billion as of 1 January 2020 and the balance of €10 billion in 2022. This debt transfer has been confirmed and the main features of such transfer has been set out in the press releases published by *Agence France Trésor* and SNCF Réseau on 26 November 2018, nonetheless, details of this debt transfer and its impact on the rating of the Issuer and the Notes and the value of the Notes remain to be fully determined and assessed.

The Issuer will therefore be subject in the near future to various reorganisations and reorientations resulting from this reorganisation and change to its legal status which could have a material effect on its activities and/or its financial situation, including on the rating of the Issuer and the Notes, the extent and shape of which it is not yet possible to fully determine or anticipate. In particular, the economic situation and financial outlook of the entity known as *Gares & Connexions*, which will be transferred to SNCF Réseau as part of the reorganization of the SNCF group, is subject to various risks and uncertainties that could affect the Issuer's financial situation.

The Issuer operates its activities within the context of a performance contract with the French State

Pursuant to article L.2111-10 of the French *Code des transports*, SNCF Réseau signed a ten-year performance contract with the French State on 20 April 2017 (updated every three years) containing provisions relating to *inter alia* quality services objectives, financial trajectory, development of the railway public service and land-use planning.

The Issuer cannot guarantee that the performance contract will not change in the future to contain obligations that are less favourable for the Issuer, in particular, obligations of a financial nature, than the obligations that are currently applicable.

The Issuer's activities require various administrative authorisations that may be difficult to obtain or whose grant may be subject to conditions that may become significantly more stringent

The development of the Issuer's activities requires various administrative authorisations, at local and national levels. The procedures for obtaining and renewing these authorisations can be drawn out and complex. The Issuer may accordingly be required to pay significant amounts to comply with the requirements associated with obtaining or renewing these authorisations.

Moreover, the Issuer is regulated by the ARAFER, the French Rail and Road regulator, which is in charge of acting on the operating rules regulating the French rail and road system. As such, the ARAFER issues binding opinions, in particular regarding rail matters, that may have an impact on the Issuer's activities and business.

In addition, the Issuer is exposed to other legislative, regulatory or political developments producing social instability or legal uncertainty which could affect the demands for the Issuer's products and services and have an adverse effect on the Issuer's activities, business and results.

The status of State-owned industrial and commercial public entities (*établissement public à caractère industriel et commercial*) (EPIC) has been examined in the past by the European Commission in respect of State aids and could be re-examined in the future for SNCF Réseau, including, in particular, in the context of the proposed reorganisation of the SNCF Group as discussed above (see "*-Risks in connection with the status of the Issuer*").

The fees of SNCF Réseau, payable by passenger services operators are regulated. The level of such fees may have an impact on the Issuer's results

Fees for using the national railway network are calculated in compliance with the European Union Directive 2012/34/EU dated 21 November 2012 establishing a single European railway area, the European Union Regulation 2015/909 dated 12 June 2015 on the modalities for the calculation of the cost that is directly incurred as a result of operating the train service and article L. 2133-5 of the French *Code des transports* (and other relevant French decrees). The level of fees suggested by the Issuer must be approved by the ARAFER (as defined below). In relation to the tariffs applicable for 2018, the ARAFER issued a negative opinion (*avis défavorable*), binding on SNCF Réseau, on the fees proposed by the Issuer in the *Document de Référence du Réseau* for 2018 which sets the procedures, technical standards, administrative and pricing arrangements relating to the use of the French national railway network. As a result of the negative opinion of the ARAFER on the level of fees for the use of railway network, the board of directors of the Issuer has, on 7 September 2017, decided to apply for 2018 the 2017 infrastructure charges, approved by the ARAFER, increased by 1.1% of railway inflation assumption for the "passengers" activity and increased by 3.8% of railway inflation assumption for the "freight" activity. These fee scales have been included into the *Document de Référence du Réseau* of the Issuer published on the Issuer's website on 9 September 2017 and are enforceable as from such date. The level of the regulated tariffs invoiced by the Issuer determined on the basis of the above legal framework will have an impact on the Issuer's results in the coming years and will depend on the discussions between the ARAFER and the Issuer.

1.2 Financial risks

Financial/Markets risks (interest rate, liquidity, counterparty and currency risks):

- Interest rate risk: the Issuer is exposed to interest rate risk, given the substantial amount of net debt that it has to finance through the financial markets. Some of the indebtedness of the Issuer bears interest at variable rates, generally linked to market benchmarks such as EURIBOR. See also "*-Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme – Risks related to the structure of a particular issue of Notes – Reform and regulation of "benchmarks"*" below. The Issuer uses derivatives to actively manage the interest rate risk and minimise its impact and it monitors fluctuations of interest rates. However, if the Issuer is not able to successfully minimise the impact of these fluctuations, such fluctuation could have an adverse effect on the financial condition and results of operations of the Issuer. Any increase in interest rates would increase the cost of refinancing existing indebtedness or obtaining new financing.

- Liquidity risk: liquidity risk is constantly hedged through the proactive management of liquidity requirements, and access to diversified sources of funding both long-term (EMTN programme of

€55 billion) and short-term (French commercial paper (*titres négociables à court terme* – NEU CP) of €3 billion and Euro Commercial Paper of €5 billion). The Issuer also benefits from a €1.5 billion (which may be increased to €2 billion) credit line that has never been drawn down. The Issuer's debt can also be bought by the State debt amortization fund (*Caisse de la Dette Publique* or *CDP*), allowing continued funding in times of difficult market access. However, financial markets can be subject to periods of volatility and shortages of liquidity. If the Issuer is unable to access the capital markets or other sources of financing at competitive rates for a prolonged period, its cost of financing may increase and its strategy may need to be reassessed. Any of these events could have a material adverse effect on the Issuer's business, financial condition and results of operations.

- Counterparty risk: the Issuer is exposed to counterparty risk in the daily management of its cash flows and the management of its mid and long-term debt. The counterparty risk with credit institutions arises in connection with its cash investments and the subscription of derivatives from its financial partners insofar as the debtor refuses to honour all or part of its commitment or does not have the financial resources to meet such obligations. The Issuer manages this risk by entering into investment instruments and derivatives only with financial institutions having the credit rating and equity criteria set by the Board of Directors of the Issuer. To hedge counterparty risk, the Issuer performs margin calls with its financial counterparties which rating is lower that the threshold defined by its Board of Directors.

- Currency risk: the Issuer negotiates foreign currency financing, which is translated into euros. Currency risk related to resources raised in foreign currencies is hedged systematically in order to convert these resources into euro. As a consequence of this hedging policy, the issuer expects that fluctuation of foreign exchange rates would not have a material impact on its financial condition and results."

Attention of investors is drawn on note 5.2 of the Issuer's 2018 financial statements included in the 2018 Financial Report (as defined below) which sets out the Issuer's net debt and net indebtedness as of 31 December 2018.

In addition to these risks specific to financial market activities, the Issuer is also exposed to financing risks relating to its financial involvement in different investment operations and counterparty risks involving customers or co-financing bodies. The risk of project deviation is also a significant financial issue for the entire company.

Risk relating to the assumptions used to measure the net value of the assets of the Issuer

The statutory auditors report on the consolidated financial statements as at 31 December 2018, contains a qualification, identifying risks and uncertainties resulting from the assumptions used by the Issuer to measure the net value of property, plant and equipment, intangible assets and deferred tax assets, which is set out below:

"As stated in Note 4.5 to the consolidated financial statements concerning impairment testing of infrastructure CGU assets, the Company considered that the adoption on 14 June 2018 of the Law for a New Railway Pact (loi d'habilitation pour un nouveau pacte ferroviaire), in addition to various declarations of the French government concerning primarily a change in the methods for indexing infrastructure fees, constituted new indications of impairment. The Company therefore carried out an additional impairment test during the year, using the same methods that were used at 31 December 2017, and recognised an impairment loss of €3.4 billion, in addition to the €9.6 billion impairment loss

recognised in 2015 to take into account the new balance in the negotiations between the Company and the French State. The new balance in the negotiations is based on the assumption that (i) the Company will achieve its productivity goals and (ii) the State will effectively implement all means and commitments necessary to support the recoverable amounts of the assets as determined above.

The cash flow projections, used for the test comprise (i) cash inflows (infrastructure fees, access charges and investment subsidies) mainly arising from commitments received from the French State, and (ii) expenses (installation work and maintenance), capital investment in renovations and renewals, and productivity gains.

- *2030 was maintained by the Company as the standard final year for the railway network currently in service, considering that 2030 will correspond to the year in which the network will be stabilised at expected performance levels,* although *these levels have never been attained. Terminal value represents the essential factor in measuring value in use.*

- *The cash flow projections used to justify these assets' values are based on the assumption that the Company* will *meet its productivity goals, which are even more ambitious than those used in previous years.*

- *Projections for infrastructure fees in the regulated market have been left unchanged from the previous year-end, at a higher level than for open access operations despite the non-compliance opinion issued by the French road and rail office (ARAFER) in February 2019 regarding the 2020 National Rail Network Statement, as the Company considers that the draft legislation currently under review by the French Council of State (Conseil d'Etat) will enable it to continue to apply a different indexation to open access.*

- *The investment subsidies allocated to renovation work — which are mainly financed by dividends earned by SNCF that is redistributed by the French State to SNCF Réseau — are based on a new financial trajectory for the Groupe Public Ferroviaire which does not include the possible consequences of future legal and tax restructuring. The investment subsidies arising from the aforementioned trajectory have not obtained a formal commitment from the French State.*

- *Lastly, the cash flow projections used are based on a new financial trajectory for SNCF Réseau that should be integrated in an amendment to the performance contract signed in April 2017, covering the residual period 2018-2026. The financial trajectory was presented for information purposes only to the SNCF Réseau Board of Directors on 25 July 2018 (without being formally approved).*

There are major risks and uncertainties involved in the discounted future cash flow assumptions used to measure the property, plant and equipment, intangible assets and deferred tax assets presented in the statement of financial position at 31 December 2018. Consequently, the amount of the related impairment loss could increase significantly, for the following reasons.

For these reasons, we are unable to assess the pertinence of the projections and are therefore unable to express an opinion on the net value of the assets concerned, which amounted to €32.7 billion in the statement of financial position at 31 December 2018 after impairment for property, plant and equipment and intangible assets and €2.8 billion for deferred tax assets."

The auditors' reports on the non-consolidated financial statements as at 31 December 2017 and 31 December 2018 contain similar qualifications and are, together with the auditors' report on the

consolidated financial statements as at 31 December 2017 and 31 December 2018, incorporated by reference in this Base Prospectus.

1.3 **Operational risks**

- ***Major legal risks***: in addition to legal risks relating to the possibility of the Issuer being sued as an owner and operator, and also as prime contractor, the Issuer is also regularly confronted with new legal risks relating to developments in the regulatory framework to which it is subject, particularly regarding its rail infrastructure management or project management activities, and under the partnership agreements binding the network manager to its various partners (legal security of new concession or public-private partnership agreements).

- ***Economic risks***: the macro-economic strategy of the network manager is driven by traffic growth and its impact on the collection of access fees as well as the effective control of network maintenance and extension costs.

- ***Information technology (IT) systems risk***: the Issuer has set out an IT security system policy which has been efficient against cyberattacks, nevertheless, as the group's operations rely on IT systems, a failure or breakdown in their security could jeopardise the group's reputation and hinder its financial performance.

- ***Major reputation risks***: these risks mainly arise from rail incidents and accidents and are likely to tarnish the Issuer's image vis-à-vis investors and partners, it being specified that the occurrence of such rail incidents and accidents is quite low. Other risks relating to the network manager's activities (including, strictly speaking, outside the rail sector) are also identified as being likely to damage the Issuer's reputation and are also treated under this category (e.g. risks of damage to the environment).

- ***Employment & Personnel Risks***: strike actions and other labour unrest by employees (whether or not supported by unions) have occurred in the past and cannot be excluded in the future, in particular in the context of the debate on the "new French railway pact". Such actions, if significant, could have a negative effect on the financial performance of the Issuer.

Such risks may also be increased or transformed as a result of the proposed change to the Issuer's legal status (see "- *Risks in connection with the status of the Issuer*") which could involve changes to its organisation, operations and functioning.

1.4 **Climate change risks**

Extreme weather conditions have already been observed on the rail network. These conditions negatively impact the infrastructure of the railway. The adaptability and technical strength of the railway infrastructure are new issues in the wake of climate change as they affect both traffic and network security.

1.5 **Insurance policy**

SNCF Réseau is covered on the market for major risks involving its civil liability or affecting its goods, and has coverage for the operating losses resulting from damage to its goods or to the railway infrastructure.

Wishing to control insurance costs while improving guarantees, the group has pooled its insurance purchases for the benefit of the new Public Rail Group components as provided under Article 5 of Decree no. 2015-137 of 10 February 2015. Because of the insurance policies extended to all the structured entities in connection with the rail reform law, the Issuer has coverage for the major risks that implicate its civil liability or impact its property and for the operating losses arising from damages to its property or rail infrastructure. It is also covered for its LGV trials as part of a specific trials all-risk policy.

The SNCF insurance programmes have been expanded to all the entities organised as part of the rail reform, namely SNCF, SNCF Mobilités, SNCF Réseau and the subsidiaries:

- The "Major Civil Liability Risk" insurance program of SNCF and its subsidiaries, renewed by tender, entered into force on 1 October 2014 for SNCF and its subsidiaries and 1 January 2015 for the Public Rail Group organised as part of the rail reform.

- Following a tender process, the new policy for the "Vehicle Fleet" insurance programme entered into force on 1 January 2015 for all the Public Rail Group components.

- The "Construction" insurance program of SNCF and its subsidiaries, which was reconfigured under the rail reform, has included SNCF Réseau since 1 January 2015.

- The "Damages to Goods" insurance programme of SNCF and its subsidiaries, which is being renewed for 2015 and 2016, also includes SNCF Réseau.

Within the group's Legal Department, and under the Legal Expertise Centre that combines the shared functions, the Risk and Insurance Department manages the insurance programs with the objective to optimise insurance coverage at group level thanks to pooling between SNCF, its EPICs and its subsidiaries, to improve the guarantees and provide competitive pricing conditions.

At the regional level (entities), seven inter-regional damages insurance centres integrated with the regional legal delegations of the group's Legal Department are responsible for the amicable settlement of claims on behalf of the EPICs, and serve as the main intermediaries for insurance matters.

However, certain risks of the Issuer (such as cyber risks) are not covered by insurance which could have a negative impact on the Issuer's financial situation.

1.6 Terrorist attacks and similar events

Terrorist attacks and similar events may target assets owned by the Issuer or where the Issuer operates. More generally, terrorist attacks and similar events could have a negative impact on the business and results of the Issuer, as well as the responses thereto, which may create economic and political uncertainties that cannot be predicted.

1.7 Current Litigations

The Issuer is involved in litigation proceedings, most of which have arisen in the ordinary course of its business. The current litigation proceedings led to the booking of a provision for an amount of €64 million in the consolidated financial statements for the financial year ended on 31 December 2018, as stated in the note 4.7 of the consolidated financial statements for the financial year ended on 31 December 2018 of the Issuer (see "*Documents incorporated by reference*").

2. FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH NOTES ISSUED UNDER THE PROGRAMME

2.1 The Notes may not be a suitable investment for all investors

Each potential investor in the Notes must determine, based on its personal assessment and with the help of any adviser it may find to be useful depending on the circumstances, the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement, including, in particular, those relating to the current and proposed change to the Issuer's legal status and the impact of any transfer of any of the debt which is comprised in the Notes of any Series to the French State as described in *"– The French Government may influence decisions that are important for the Issuer – New French railway pact*" above and the effects on any Notes of any such Series which are not so transferred;

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

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and

(v) 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.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

2.2 Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

Notes subject to optional redemption by the Issuer

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. If the market interest rates decrease, the risk to Noteholders that the Issuer will exercise its right of termination increases. As a consequence, the yields received upon redemption may be lower than expected, and the redeemed face amount of the Notes may be lower than the purchase price for the Notes paid by the Noteholder. As a consequence, part of the capital invested by the Noteholder may be lost, so that the Noteholder in such case would not receive the total amount of the capital invested.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, 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 Notes 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.

Partial redemption at the option of the Issuer or redemption at the option of the Noteholders

Depending on the number of Notes of the same Series in respect of which a partial redemption of the Notes at the option of the Noteholders or at the option of the Issuer is made, any trading market in respect of those Notes in respect of which such option is not exercised may become illiquid.

Fixed Rate Notes

Investment in Notes which bear interest at a fixed rate involves the risk that subsequent changes in market interest rates may adversely affect the value of the relevant Tranche of Notes.

Floating Rate Notes

Investment in Notes which bear interest at a floating rate comprise (i) a reference rate, such as LIBOR, EURIBOR, EONIA, EUR CMS or TEC 10, and (ii) a margin to be added or subtracted, as the case may be, from such base rate. Typically, the relevant margin will not change throughout the life of the Notes but there will be a periodic adjustment (as specified in the relevant Final Terms) of the reference rate (e.g., every three months or six months) which itself will change in accordance with general market conditions. Accordingly, the market value of Floating Rate Notes may be volatile if changes, particularly short term changes, to market interest rates evidenced by the relevant reference rate can only be reflected in the interest rate of these Notes upon the next periodic adjustment of the relevant reference rate.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that may automatically convert or that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts or the rate is automatically converted from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts or the rate is automatically

converted from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Return on Floating Rate Notes and Inflation Linked Notes

A key difference between Floating Rate Notes, Inflation Linked Notes and Fixed Rate Notes is that interest income on Floating Rate Notes and Inflation Linked Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate Notes or Inflation Linked Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. If the terms and conditions of the Notes provide for frequent interest payment dates, investors are exposed to reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing. In addition, the Issuer's ability to also issue Fixed Rate Notes may affect the market value and the secondary market (if any) of the Floating Rate Notes or Inflation Linked Notes, as applicable (and *vice versa*).

Dual Currency Notes and Reverse Dual Currency Notes

The Issuer may issue Notes with principal and/or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Noteholders may be exposed to currency risk, for example, if exchange rates of the relevant currencies move sufficiently in an unanticipated direction. The market price of such Notes may be very volatile. The amount of interest and/or principal payable may vary significantly according to the evolution of the rate of exchange of the currencies specified in the relevant Final Terms and, if the relevant Final Terms provide that the Dual Currency Notes redemption provisions or the Reverse Dual Currency Notes redemption provisions are applicable in respect of any Note, investors may lose a partial or total amount of their capital invested.

Inflation Linked Notes

Inflation Linked Notes are debt securities which do not provide for predetermined interest payments and/or in respect of which the principal is indexed. Interest amounts and/or principal will be dependent upon the performance of either (i) the consumer price index (excluding tobacco) for all households in metropolitan France (the **CPI**), as calculated and published monthly by the *Institut National de la Statistique et des Etudes Economiques* (**INSEE**), (ii) the harmonised index of consumer prices excluding tobacco, or the relevant successor index, measuring the rate of inflation in the European Monetary Union excluding tobacco as calculated and published monthly by Eurostat (the **HICP**) or (iii) the U.K. Retail Price Index (the **RPI**) (all items) published by the Office of National Statistics (the **ONS**) or the relevant successor index (each an **Index** or **Inflation Index** and together, the **Inflation Indices**). If the value of the relevant index calculated at any time prior to the maturity date is lower than the value of the relevant index at the time of the issue of the Notes or at the time of purchase by the Noteholders, then the amount of interest payable by the Issuer and/or the principal of Inflation Linked Notes may vary. Noteholders may receive no interest. Where the principal is calculated by reference to the CPI, the HICP or the RPI, the relevant Final Terms will specify whether, in the event the level of the relevant Inflation Index Ratio is less than 1.00 at maturity, the Notes will be redeemed at par. If the relevant Final Terms specifies that in such case the Notes will not be redeemed at par, the amount of principal payable at redemption may not be the nominal amount of such Notes and may mean that investors loose a partial or total amount of their capital invested.

Neither the current nor the historical levels of any of the Inflation Indices should be taken as an indication of future performance of such index during the term of any Inflation Linked Notes. Investors in Inflation

Linked Notes are exposed to the risk that changes in the levels of the Inflation Indices may adversely affect the value of such Notes.

Inflation Linked Notes are not in any way sponsored, endorsed, sold or promoted by the INSEE, Eurostat, or the ONS, as the case may be, and the INSEE, Eurostat and the ONS make no warranty or representation whatsoever, express or implied, either as to the results to be obtained from the use of any of the Inflation Indices and/or the figure at which such indices stand at any particular time. The Inflation Indices are determined, composed and calculated by the INSEE, Eurostat, or the ONS as the case may be, without regard to the Issuer or the Notes. The INSEE, Eurostat, or the ONS, as the case may be, are not responsible for or have not participated in the determination of the timing of, prices of, or quantities of the Inflation Linked Notes to be issued or in the determination or calculation of the interest payable under such Notes.

None of the Issuer, the Dealer(s) or any of their respective affiliates makes any representation as to the Inflation Indices. Any of such persons may have acquired, or during the term of the Notes may acquire, non-public information with respect to the Inflation Indices that is or may be material in the context of Inflation Linked Notes. The issue of Inflation Linked Notes will not create any obligation on the part of any such persons to disclose to the Noteholder or any other party such information (whether or not confidential).

Inflation Linked Notes relating to the RPI: Early Redemption for RPI Reasons

Where the RPI is specified as the Index applicable to a Series of Inflation Linked Notes issued under the Programme and the circumstances in Condition 6.14 (*Early Redemption for RPI Reasons*) subsist, whereby broadly the Index is modified, disturbed or ceases to exist, the Issuer may elect to redeem all but not some only of such Series of Inflation Linked Notes. Such Noteholders may therefore receive yields upon redemption at a level lower than expected, and the redeemed face amount of the Notes may be lower than the purchase price for the Notes paid by the Noteholder. As a consequence, part of the capital invested by the Noteholder may be lost, so that the Noteholder in such case would not receive the total amount of the capital invested.

Such Noteholders may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes 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.

Zero Coupon Notes issued at a discount are subject to higher price fluctuations than non-discounted Notes

Changes in market interest rates have a substantially stronger impact on the prices of Zero Coupon Notes issued at a discount than on the prices of ordinary Notes because the discounted issue prices are substantially below par. If market interest rates increase, Zero Coupon Notes issued at a discount can suffer higher price losses than other Notes having the same maturity and credit rating. Due to their leverage effect, Zero Coupon Notes issued at a discount are a type of investment associated with a particularly high price risk.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional

interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Reform and regulation of "benchmarks"

The EU Regulation on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the **Benchmark Regulation**) was published in the European official journal on 29 June 2016.

The Benchmark Regulation applies to "contributors", "administrators" and "users" of "benchmarks" in the EU, and will, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and to comply with extensive requirements in relation to the administration of "benchmarks" (or, if non EU based, to be subject to equivalent requirements) and (ii) prevent certain uses by EU supervised entities of "benchmarks" of administrators that are not authorised/registered (or, if non EU based, deemed equivalent or recognised or endorsed). The scope of the Benchmark Regulation is wide and, in addition to so-called "critical benchmark" indices, applies to many interest rate and foreign exchange rate indices, equity indices and other indices (including "proprietary" indices or strategies) where used to determine the amount payable under or the value or performance of certain financial instruments traded on a trading venue or via a systematic internaliser, financial contracts and investment funds.

The Benchmark Regulation could have a material impact on any Notes traded on a trading venue or via a "systematic internaliser" linked to a "benchmark" index, including in any of the following circumstances:

- an index which is a "benchmark" could not be used by a supervised entity in certain ways if its administrator does not obtain authorisation or registration or, if based in a non-EU jurisdiction, the administrator is not recognised as equivalent or recognised or endorsed and the transitional provisions do not apply; and

- the methodology or other terms of the "benchmark" could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could (amongst other things) have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level of the benchmark.

Either of the above could potentially lead to the Notes being de-listed, adjusted or redeemed early or otherwise impacted depending on the particular "benchmark" and the applicable terms of the Notes or have other adverse effects or unforeseen consequences.

More broadly, any of the international, national or other proposals for reform or the general increased regulatory scrutiny of "benchmarks" could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the disappearance of certain "benchmarks". For example, on 27 July 2017, the UK Financial Conduct Authority announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 (the **FCA Announcement**). The FCA Announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. The potential elimination of the LIBOR benchmark or any other benchmark, or changes in the manner of administration of any benchmark, may require an adjustment to the Terms and Conditions of the Notes, or result in other consequences, in respect of any Notes linked to such benchmark

(including but not limited to Floating Rate Notes whose interest rates are linked to LIBOR) depending on the specific provisions of the relevant terms and conditions applicable to the Notes. Any such consequences could have a material adverse effect on the liquidity and value of and return on any such Notes.

Other interbank offered rates such as EURIBOR (the European Interbank Offered Rate) (together with LIBOR, the **IBORs**) suffer from similar weaknesses to LIBOR and as a result may be discontinued or be subject to changes in their administration.

Changes to the administration of an IBOR or the emergence of alternatives to an IBOR, may cause such IBOR to perform differently than in the past, or there could be other consequences which cannot be predicted. The discontinuation of an IBOR or changes to its administration could require changes to the way in which the Rate of Interest is calculated in respect of any Notes referencing or linked to such IBOR. The development of alternatives to an IBOR may result in Notes linked to or referencing such IBOR performing differently than would otherwise have been the case if the alternatives to such IBOR had not developed. Any such consequence could have a material adverse effect on the value of, and return on, any Notes linked to or referencing such IBOR.

Whilst alternatives to certain IBORs for use in the bond market (including SONIA (the Sterling Overnight Index Average) for Sterling LIBOR and €STR (the Euro Short Term Rate) for Euro LIBOR and EURIBOR and rates that may be derived from SONIA or €STR, as applicable) are being developed, or are expected to be developed, outstanding Notes linked to or referencing an IBOR will only transition away from such IBOR in accordance with their particular fallback arrangements in their terms and conditions. The operation of any such fallback arrangements could result in a less favourable return for Noteholders than they might receive under other similar securities which contain different or no fallback arrangements (including which they may otherwise receive in the event that legislative measures or other initiatives (if any) are introduced to transition from any given IBOR to an alternative rate).

Where Screen Rate Determination is specified as the manner in which the Rate of Interest in respect of Floating Rate Notes is to be determined, and LIBOR, EURIBOR or another Reference Rate has been selected as the Reference Rate, the Terms and Conditions of the Notes provide that the Rate of Interest shall be determined by reference to the Relevant Screen Page (or its successor or replacement). In circumstances where the Original Reference Rate is discontinued, neither the Relevant Screen Page, nor any successor or replacement may be available.

If a Benchmark Event (as defined in Condition 5.1) (which, amongst other events, includes the permanent discontinuation of an Original Reference Rate and a public statement by the supervisor of the administrator of the Original Reference Rate that such Reference Rate is no longer representative of an underlying market) occurs, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser. The Independent Adviser shall endeavour to determine a Successor Rate or Alternative Rate to be used in place of the Original Reference Rate. The use of any such Successor Rate or Alternative Rate to determine the Rate of Interest will result in Notes linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would do if the Original Reference Rate were to continue to apply in its current form.

Furthermore, if a Successor Rate or Alternative Rate for the Original Reference Rate is determined by the Independent Adviser, the Terms and Conditions of the Notes provide that the Issuer may vary the Terms and Conditions of the Notes, as necessary to ensure the proper operation of such Successor Rate or Alternative Rate, without any requirement for consent or approval of the Noteholders.

If a Successor Rate or Alternative Rate is determined by the Independent Adviser, the Terms and Conditions of the Notes also provide that an Adjustment Spread may be determined by the Independent Adviser and applied to such Successor Rate or Alternative Rate. The aim of the Adjustment Spread is to reduce or eliminate, to the extent reasonably practicable, any economic prejudice or benefit (as the case may be) to Noteholders and Holders of Coupons or Receipts as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate. However, it may not be possible to determine or apply an Adjustment Spread and even if an Adjustment Spread is applied, such Adjustment Spread may not be effective to reduce or eliminate economic prejudice to Noteholders and Holders of Coupons and Receipts. If no Adjustment Spread can be determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Rate of Interest.

Where the Issuer is unable to appoint an Independent Adviser in a timely manner, or the Independent Adviser is unable, to determine a Successor Rate or Alternative Rate before the next Interest Determination Date, the Reference Rate for the purposes of determining the Rate of Interest in respect of the next succeeding Interest Accrual Period will be the Reference Rate applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, or, where the Benchmark Event occurs before the first Interest Determination Date, the Reference Rate will be the Original Reference Rate. This may result in the Floating Rate Notes, in effect, becoming fixed rate Notes. In addition, due to the uncertainty concerning the availability of successor rates and alternative rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time.

2.3 Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

Modification and waivers

The conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit in certain cases defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority. The relevant meeting may deliberate on any matter affecting the Noteholders' interest, including (without limitation) the modification by Extraordinary Resolution (as defined in the Fiscal Agency Agreement) of the Terms and Conditions and the Deed of Covenant insofar as the same may apply to such Notes, as more fully described in Condition 13 (*Meetings of holders and modification*).

Taxation

Potential purchasers and sellers of the Notes 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 Notes are acquired, sold or 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 Notes. Potential investors are advised not to rely upon the tax information contained in this Base Prospectus and/or in the Final Terms (which does not constitute tax advice) 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 Notes. Only these advisors are in a position to duly consider the specific situation of the potential investor. This investment consideration has to be read in connection with the taxation sections of this Base Prospectus.

Change of law

The Conditions of the Notes are based on English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus.

Enforcement and recognition of judgements issued by the courts of the United Kingdom

Investors should note that, in the event that the United Kingdom should withdraw from the European Union without a withdrawal agreement under article 50 of the Treaty on European Union, the provisions of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters ("**Brussels I Regulation**") will no longer be applicable to judgments issued by the Courts of the United Kingdom. Accordingly, the recognition and enforcement of final and enforceable judgments issued by the Courts of the United Kingdom would be governed by the relevant national law, save of any applicable international convention. On 28 December 2018, the United Kingdom deposited an instrument of accession to the Convention on Choice of Courts Agreements dated 30 June 2005 (the "**Hague Convention**"). If there is no withdrawal agreement, the United Kingdom would access to the Hague Convention. France already being a party to the Hague Convention, in this respect, judgments handed down by the Courts of the United Kingdom would be recognized and enforced under the Hague Convention in France. However, the scope of the Hague Convention is limited to contracts containing exclusive jurisdiction clauses and there is no assurance that such judgments will be recognized on exactly the same terms and in the same conditions as under the Brussels I Regulation. It should be noted that this situation will arise only if there is a no-deal Brexit.

Notes where denominations involve integral multiples: definitive Notes

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in the clearing systems in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Legality of purchase

Neither the Issuer, the Dealer(s) nor any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor of the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

Credit risk and default risk

The value of the Notes will also depend on the credit worthiness of the Issuer. If the credit worthiness of the Issuer deteriorates or for whatever reason the financial condition of the Issuer deteriorates, it may not be able to fulfil all or part of its payment obligations under the Notes, and the value of the Notes may decrease and investors may lose all or part of their investment.

2.4 Risks related to the market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market generally and liquidity risk

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in the Specified Currency or, in the case of Dual Currency or Reverse Dual Currency Notes, certain other specified currencies. 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 the Specified Currency or such other specified currencies. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or such other specified currencies 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 Specified Currency or such other specified currencies would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

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.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

A credit rating reduction may result in a reduction in the trading value of Notes

The value of the Notes is expected to be affected, in part, by investors' general appraisal of the creditworthiness of the Issuer. Such perceptions are generally influenced by the ratings attributed to the outstanding Notes of the Issuer by standard statistical rating services, such as Fitch Ratings Ltd., Moody's Investors Service and S&P Global Ratings Europe Limited, a division of The McGraw Hill Companies, Inc. A reduction in, or a placing on credit watch of the rating, if any, accorded to outstanding debt securities of the Issuer by one of these or other rating agencies could result in a reduction in the trading value of the Notes. Whether or not each credit rating applied for in relation to a relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under CRA Regulation will be disclosed in the Final Terms.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions, insurance companies and other regulated entities should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules including in the light of the proposed change to the Issuer's legal status as described in "– *Risks in connection with the status of the Issuer*" above.

A Noteholder's actual yield on the Notes may be reduced from the stated yield by transaction costs.

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the profit potential of the Notes. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of securities (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

Conflicts may arise between the interests of the Calculation Agent and the interests of the holders

Potential conflicts of interest may arise between the Calculation Agent, if any, for a Tranche of Notes (including where a Dealer acts as a Calculation Agent) and the holders, including with respect to certain discretionary determinations and judgments that such Calculation Agent may make pursuant to the Terms and Conditions of the Notes that may influence the amount receivable by the Noteholders during the term of the Notes and upon redemption of the Notes.

In addition, the Issuer may appoint a Dealer as Calculation Agent in respect of an issuance of Notes under the Programme. In such a case the Calculation Agent is likely to be a member of an international financial group that is involved, in the ordinary course of its business, in a wide range of banking activities out of

which conflicting interests may arise. Whilst such a Calculation Agent will, where relevant, 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 Noteholders during the term and on the maturity of the Notes or the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders.

In respect of any Notes issued with a specific use of proceeds, such as a Green Bond, there can be no assurance that such use of proceeds will be suitable for the specific investment criteria of an investor

The Final Terms relating to any specific Tranche of Notes may provide that it will be the Issuer's intention to apply an amount equal to the net proceeds of the issue of those Notes to Eligible Green Projects (as defined in the "use of proceeds" below and further described in the SNCF Réseau Green Bond Framework (as amended and supplemented from time to time) (the **Green Bond Framework**) available on the SNCF Réseau website http://www.sncf-reseau.fr/fr/finance-durable. Prospective investors should have regard to the information set out in the relevant Final Terms regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary. In particular, no assurance is given by the Issuer that the use of such proceeds for any Eligible Green Projects will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Eligible Green Projects. Furthermore, it should be noted that there is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green" or "sustainable" or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green" or "sustainable" or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given to investors that any projects or uses the subject of, or related to, any Eligible Green Projects will meet any or all investor expectations regarding such "green", "sustainable" or other equivalently-labelled performance objectives or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Eligible Green Projects.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Notes and in particular with any Eligible Green Projects to fulfil any environmental, sustainability, social and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer or any other person to buy, sell or hold any such Notes. Any such opinion or certification is only current as of the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Notes. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight.

In the event that any such Notes are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer or any other person

that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Eligible Green Projects. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

While it is the intention of the Issuer to apply the proceeds of any Notes so specified for Eligible Green Projects in, or substantially in, the manner described in the relevant Final Terms, there can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any Eligible Green Projects will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such Eligible Green Projects. Nor can there be any assurance that such Eligible Green Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer. Any such event or failure by the Issuer will not constitute an Event of Default under the Notes.

Any such event or failure to apply the proceeds of any issue of Notes for any Eligible Green Projects as aforesaid and/or withdrawal of any such opinion or certification or any such opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or any such Notes no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Notes and also potentially the value of any other Notes which are intended to finance Eligible Green Projects and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

General Description of the Programme

Under the Programme, the Issuer may from time to time issue Notes denominated in any currency, subject as set out herein. A summary of the Terms and Conditions of the Programme and the Notes appears above (see "*Summary of the Programme*"). The applicable terms of any Notes will be agreed between the Issuer and the relevant Dealer prior to the issue of the Notes and will be set out in the Terms and Conditions of the Notes, as completed by the applicable Final Terms attached to, or endorsed on, such Notes, as more fully described under "*Form of the Notes*" below.

This Base Prospectus and any supplement will only be valid for the listing and admission to trading of Notes on Euronext Paris and/or the Regulated Market of the Luxembourg Stock Exchange and/or any other Regulated Market situated in a Member State of the EEA in which this Base Prospectus has been passported and for which application for listing and admission to trading has been made, in an aggregate nominal amount which, when added to the aggregate nominal amount then outstanding of all Notes previously or simultaneously issued under the Programme, does not exceed Euro 55,000,000,000 or its equivalent in other currencies.

Retail Cascades

In the context of any offer of Notes in France and /or the Grand Duchy of Luxembourg and/or any other jurisdiction of the EEA in which this Base Prospectus has been passported from time to time (the **Non-exempt Offer Jurisdictions**) that is not made within an exemption from the requirement to publish a prospectus under the Prospectus Directive (a **Non-exempt Offer**), the Issuer consents to the use of this Base Prospectus, as supplemented from time to time, and the relevant Final Terms (together, the **Prospectus**) in connection with a Non-exempt Offer during the offer period specified in the relevant Final Terms (the **Offer Period**) and in the Non-exempt Offer Jurisdictions specified in the relevant Final Terms:

(1) in the Non-exempt Offer Jurisdiction(s) specified in the relevant Final Terms by any financial intermediary which satisfies the following conditions: (a) acts in accordance with all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the **Rules**), from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Notes by any person and disclosure to any potential investor; (b) complies with the restrictions set out under "*Subscription and Sale*" in this Base Prospectus which would apply as if it were a Dealer; (c) acknowledges the target market and distribution channels identified under the "MiFID II product governance" legend set out in the applicable Final Terms; (d) ensures that any fee (and any commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Notes is fully and clearly disclosed to investors or potential investors; (e) holds all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules; (f) retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer(s) and the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer(s) in order to enable the Issuer and/or the relevant Dealer(s) to comply with anti-money laundering, anti-bribery and "know your client" rules applying to the Issuer and/or the relevant Dealer(s); (g) does not, directly or indirectly, cause the Issuer or the relevant Dealer(s) to breach any Rule or any requirement to obtain or make any filing, authorisation or consent in any jurisdiction; and (h) satisfies any further conditions specified in the relevant Final Terms (in each case any such financial intermediary being an **Authorised Offeror**). For the avoidance of doubt, none of the Dealers or the Issuer shall have any obligation to ensure that an Authorised Offeror complies with applicable laws and regulations and shall therefore have no liability in this respect.

(2) by the financial intermediaries specified in the relevant Final Terms, in the Non-exempt Offer Jurisdiction(s) specified in the relevant Final Terms and subject to the relevant conditions specified in the relevant Final Terms, for so long as they are authorised to make such offers under the Directive 2014/65/EU, as amended, on markets in financial instruments.

The consent referred to above relates to Offer Periods occurring within 12 months from the date of approval of this Base Prospectus.

The Issuer accepts responsibility, in the Non-exempt Offer Jurisdictions specified in the relevant Final Terms, for the content of the Prospectus in relation to any person (an **Investor**) in such Non-exempt Offer Jurisdictions to whom an offer of any Notes is made by any Authorised Offeror and where the offer is made during the period for which that consent is given. However, neither the Issuer nor any Dealer has any responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.

In the event the relevant Final Terms designate Authorised Offeror(s) to whom the Issuer has given its consent to use the Prospectus during an Offer Period, the Issuer may also give consent to additional financial intermediaries (each also an **Authorised Offeror**) after the date of the relevant Final Terms and, if it does so, the Issuer will publish the above information in relation to them on www.sncf-reseau.fr.

Any Authorised Offeror who wishes to use the Prospectus in connection with a Non-exempt Offer is required, for the duration of the relevant Offer Period, to publish on its website that it is using the Prospectus for such Non-exempt Offer in accordance with the consent of the Issuer and the conditions attached thereto.

Other than as set out above, neither the Issuer nor any of the Dealers has authorised the making of any Non-exempt Offer of any Notes by any person in any circumstances and such person is not permitted to use the Base Prospectus in connection with its offer of any Notes. Any such Non-exempt Offers are not made by or on behalf of the Issuer or by any of the Dealers or Authorised Offerors and none of the Issuer or any of the Dealers or any Authorised Offerors has any responsibility or liability for the actions of any person making such offers.

An Investor intending to acquire or acquiring any Notes from an Authorised Offeror will do so, and offers and sales of the Notes to an Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocation, settlement arrangements and any expenses or taxes to be charged to the Investor (the Terms and Conditions of the Non-exempt Offer**). The Issuer will not be a party to any such arrangements with Investors (other than Dealers) in connection with the offer or sale of the Notes and, accordingly, this Base Prospectus and any Final Terms will not contain such information. The Terms and Conditions of the Non-exempt Offer shall be provided to Investors by that Authorised Offeror at the relevant time. None of the Issuer, any of the Dealers or other Authorised Offerors has any responsibility or liability for such information.**

Forward-Looking Statements

This Base Prospectus (including the documents incorporated by reference) contains certain statements that are forward-looking including statements with respect to the Issuer's business strategies, expansion and growth of operations, trends in its 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.

Documents Incorporated by Reference

This Base Prospectus should be read and construed in conjunction with the following documents, which have previously been published or are published simultaneously with this Base Prospectus and have been filed with the AMF

as competent authority in France for the purposes of the Prospectus Directive and shall be incorporated in, and shall be deemed to form part of, this Base Prospectus:

- the sections referred to in the table below included in the 2017 English language financial report (including, *inter alia*, the Issuer's audited annual consolidated and non-consolidated financial statements, comprising the balance sheets, income statements and cash flow statements) including the free English language translation of the statutory auditors' reports and the notes relating to such financial statements for the financial year ended 31 December 2017 (**2017 Financial Report**),

- the sections referred to in the table below included in the 2018 English language financial report (including, *inter alia*, the Issuer's audited annual consolidated and non-consolidated financial statements, comprising the balance sheets, income statements and cash flow statements) including the English language statutory auditors' reports and the notes relating to such financial statements for the financial year ended 31 December 2018 (**2018 Financial Report**),

- the sections referred to in the table below included in the 2018 English language corporate governance report (**2018 Corporate Governance Report**), and

- the terms and conditions included in the base prospectus and information memoranda referred to in the table below,

save that any statement contained in this Base Prospectus or in any of the documents incorporated by reference in, and forming part of, this Base Prospectus shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained in any document subsequently incorporated by reference by way of a supplement prepared in accordance with Article 16 of the Prospectus Directive modifies or supersedes such 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 Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus may be obtained in accordance with paragraph 7 "Documents available" in section "General Information" of this Base Prospectus.

The table below sets out the relevant page references for the Issuer's audited annual non-consolidated financial statements for each of the financial years ended 31 December 2017 and 2018, the annual consolidated financial statements for the financial year ended 31 December 2017 and 2018, the statutory auditors' reports thereto and the 2018 Corporate Governance Report.

Information Incorporated by Reference **Regulation (EC) 809/2004, as amended – Annex IV, minimum disclosure requirements for the debt and derivative securities registration document**	**Reference**
4. Risk factors	2018 Financial Report, pages 25-34
5. Information about the Issuer	
5.2 Investments	2018 Financial Report, pages 16-18
6. Business Overview	
6.1 Principal activities	2018 Financial Report, pages 9-24 and 35-53
8. Trend information	
8.2 Information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the issuer's prospects for at least the current financial year.	2018 Financial Report, page 54
10. Corporate governance	
10. Administrative, Management and Supervisory bodies	2018 Corporate Governance Report, pages 3-15
13. Financial Information Concerning The Issuer's Assets And Liabilities, Financial Position And Profits And Losses	
The Consolidated Balance Sheet as at 31 December 2017 and 2018	2017 Financial Report, pages 51-52 2018 Financial Report, pages 58-59
The Consolidated Income Statement for the years ended 31 December 2017 and 2018	2017 Financial Report, pages 53 2018 Financial Report, pages 60-61
The Consolidated Statement of Cash Flows as at 31 December 2017 and 2018	2017 Financial Report, page 56 2018 Financial Report, page 63
The Consolidated Statement of changes in equity as at 31 December 2017 and 2018	2017 Financial Report, page 55 2018 Financial Report, page 62
The Notes to the Consolidated Financial Statements as at 31 December 2017 and 2018	2017 Financial Report, pages 57-104 2018 Financial Report, pages 64-119
The Statutory Auditors' Report on the Consolidated Financial Statements for the years ended 31 December 2017 and 2018	2017 Financial Report, pages 156-163 2018 Financial Report, pages 177-185
The Non-consolidated Balance Sheet as at 31 December 2017 and 2018	2017 Financial Report, pages 122-123 2018 Financial Report, pages 140-141
The Non-Consolidated Income Statement for the years ended 31 December 2017 and 2018	2017 Financial Report, page 124 2018 Financial Report, page 142

Information Incorporated by Reference **Regulation (EC) 809/2004, as amended – Annex IV, minimum disclosure requirements for the debt and derivative securities registration document**	**Reference**
The Non-Consolidated Statement of Cash Flows as at 31 December 2017 and 2018	2018 Financial Report, page 143
The Notes to the Non-consolidated Financial Statements as at 31 December 2017 and 2018	2017 Financial Report, pages 125-155 2018 Financial Report, pages 144-176
The Statutory Auditors' Report on the Non-consolidated Financial Statements for the years ended 31 December 2017 and 2018	2017 Financial Report, pages 164-171 2018 Financial Report, pages 187-193
13.6 Legal and arbitration proceedings	2018 Financial Report, pages 82-83 and 162-163

The table below sets out the relevant page references for the Terms and Conditions Incorporated by Reference.

The Terms and Conditions Incorporated by Reference are incorporated by reference in this Base Prospectus for the purpose only of further issues of Notes to be consolidated and form a single series with Notes already issued pursuant to the relevant Terms and Conditions Incorporated by Reference.

Terms and Conditions Incorporated by Reference	**Reference**
Base Prospectus filed with the AMF on 11 June 2018	Pages 131 to 181
Base Prospectus filed with the AMF on 30 May 2017	Pages 120 to 168
Base Prospectus filed with the AMF on 31 May 2016	Pages 87 to 132
Base Prospectus filed with the AMF on 1 June 2015	Pages 81 to 186
Base Prospectus filed with the AMF on 5 June 2014	Pages 77 to 121
Base Prospectus filed with the AMF on 6 June 2013	Pages 77 to 122
Base Prospectus filed with the AMF on 7 June 2012	Pages 43 to 75
Base Prospectus filed with the AMF on 9 June 2011	Pages 41 to 73
Base Prospectus approved by the Commission de Surveillance du Secteur Financier (**CSSF**) on 10 June 2010	Pages 28 to 60
Base Prospectus approved by the CSSF on 11 June 2009	Pages 27 to 58
Base Prospectus approved by the CSSF on 13 June 2008	Pages 27 to 58
Base Prospectus approved by the CSSF on 18 June 2007	Pages 24 to 52
Base Prospectus approved by the CSSF on 12 July 2006	Pages 21 to 45

Terms and Conditions Incorporated by Reference	**Reference**
Base Prospectus approved by the CSSF on 6 September 2005	Pages 20 to 44
Information Memorandum registered by the Luxembourg Stock Exchange on 8 July 2004	Pages 11 to 36
Information Memorandum registered by the Luxembourg Stock Exchange on 11 July 2003	Pages 11 to 36
Information Memorandum registered by the Luxembourg Stock Exchange on 4 July 2002	Pages 11 to 35
Document de Base registered by the *Commission des Opérations de Bourse* (**COB**) 3 July 2002	Pages 12 to 37
Information Memorandum registered by the Luxembourg Stock Exchange on 10 April 2001	Pages 10 to 33
Document de Base registered by the COB on 10 April 2001	Pages 11 to 36
Information Memorandum registered by the Luxembourg Stock Exchange on 30 November 2000 and registered by the COB on 29 November 2000	Pages 10 to 33
Information Memorandum registered by the Luxembourg Stock Exchange on 26 November 1999	Pages 10 to 33
Information Memorandum registered by the Luxembourg Stock Exchange on 29 October 1998	Pages 11 to 30

Prospectus Supplement

If at any time the Issuer shall be required to prepare a supplement to this Base Prospectus pursuant to the provisions of Article 212-25 of the *Règlement Général* of the AMF implementing Article 16 of the Prospectus Directive, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus or a further prospectus, which, in respect of any subsequent issue of Notes to be listed and admitted to trading on Euronext Paris or on a Regulated Market of a Member State of the EEA, shall constitute a supplement to the Base Prospectus for the purpose of the relevant provisions of the *Règlement Général* of the AMF.

All supplements to this Base Prospectus will be published on the websites of (i) the AMF (www.amf-france.org), (ii) the Issuer (www.sncf-reseau.fr) and (iii) any other relevant regulatory authority and copies of such supplements may be obtained in accordance with paragraph 7 "Documents available" in section "General Information" of this Base Prospectus.

The Issuer has given an undertaking to the Dealers that if at any time during the duration of the Programme there is a significant new factor, material mistake or inaccuracy relating to information contained in this Base Prospectus which is capable of affecting the assessment of any Notes and whose inclusion in or removal from this Base Prospectus is necessary for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer, and the rights attaching to the Notes, the Issuer shall prepare a supplement to this Base Prospectus or publish a replacement prospectus for use in connection with any subsequent offering of the Notes and shall supply to each Dealer such number of copies of such supplement hereto as such Dealer may reasonably request.

In accordance with Article 16(2) of the Prospectus Directive, in the case of a public offer of Notes pursuant to this Base Prospectus, investors who have already agreed to purchase or subscribe for any such Notes before the supplement to the Base Prospectus is published shall have the right, exercisable within two working days after the publication of the supplement to the Base Prospectus, to withdraw their acceptances, **provided that** the new factor, mistake or inaccuracy referred to in paragraph 1 of Article 16 of the Prospectus Directive arose before the final closing of the offer to the public and the delivery of the securities. That period may be extended by the Issuer. The final date of the right of withdrawal will be stated in the relevant supplement to the Base Prospectus.

Terms and Conditions of the Notes

In the case of any Tranche of Notes which are being (a) offered to the public in a Member State (other than pursuant to one or more of the exemptions set out in Article 3.2 of the Prospectus Directive) or (b) admitted to trading on a regulated market in a Member State, the relevant Final Terms shall not amend or replace any information in this Base Prospectus.

In the case of Registered Notes, the text of the terms and conditions will not be endorsed on physical documents of title but will be constituted by the following text as supplemented by the relevant Final Terms. In the case of Bearer Notes, either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms (and subject to simplification by the deletion of non-applicable provisions), or (ii) these terms and conditions as so supplemented, shall be endorsed on Definitive Bearer Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Final Terms. References in the Conditions to ***Notes*** *are to the Notes of one Series only, not to all Notes that may be issued under the Programme.*

The Notes are issued outside the Republic of France pursuant to and in accordance with an amended and restated fiscal agency agreement to be dated 12 June 2019, (as further supplemented and/or amended from time to time, the **Fiscal Agency Agreement**) and made between SNCF Réseau (the **Issuer**), BNP Paribas Securities Services, Luxembourg Branch in its capacities as fiscal agent (the **Fiscal Agent**, which expression shall include any successor to BNP Paribas Securities Services, Luxembourg Branch in its capacity as such), as registrar (the **Registrar**, which expression shall include any successor to BNP Paribas Securities Services, Luxembourg Branch in its capacity as such), as principal paying agent (the **Principal Paying Agent**, which expression shall include any successor or additional principal paying agent appointed in accordance with the Fiscal Agency Agreement) and as transfer agent (the **Transfer Agents**, which expression shall include any successor or additional transfer agent appointed in accordance with the Fiscal Agency Agreement) and BNP Paribas Securities Services in its capacities as Paris paying agent (the **Paris Paying Agent**, which expression shall include any successor Paris paying agent appointed in accordance with the Fiscal Agency Agreement, and together with BNP Paribas Securities Services, Luxembourg Branch, the **Paying Agents**). For the purposes of making determinations or calculations of interest rates, interest amounts, redemption amounts or any other matters requiring determination or calculation in accordance with the Terms and Conditions of any Series of Notes (as defined below), the Issuer may appoint a calculation agent for the purposes of such Notes, in accordance with the provisions of the Fiscal Agency Agreement, and such Calculation Agent shall be BNP Paribas Securities Services, Luxembourg Branch (the **Calculation Agent,** which expression shall include any successor or additional calculation agent appointed in accordance with the Fiscal Agency Agreement) unless otherwise specified in the applicable Final Terms. The Notes have the benefit of an amended and restated deed of covenant to be dated 12 June 2019 (as amended, supplemented as at the Issue Date, the **Deed of Covenant**) executed by the Issuer in relation to the Notes. Copies of the Fiscal Agency Agreement and the Deed of Covenant are available for inspection during normal business hours at the specified office of each of the Paying Agents, the Registrar and the Transfer Agents. All persons from time to time entitled to the benefit of obligations under any Notes shall be deemed to have notice of, and shall be bound by, all of the provisions of the Fiscal Agency Agreement and the Deed of Covenant insofar as they relate to the relevant Notes.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices. Each Tranche will be the subject of a final terms document (the

Final Terms), a copy of which will be available during normal business hours at the specified offices of each of the Paying Agents or, as the case may be, the Registrar. In the case of a Tranche of Notes in relation to which application has not been made for listing on any stock exchange, copies of the Final Terms will only be available for inspection by a Holder of or, as the case may be, a Beneficiary (as defined in the Deed of Covenant) in respect of, such Notes.

References in these Terms and Conditions to "Notes" are to Notes of the relevant Series and any references to "Coupons" (as defined in Condition 1.2) and "Receipts" (as defined in Condition 1.3) and "Talons" (as defined in Condition 1.2) are to Coupons, Receipts and Talons relating to Notes of the relevant Series.

References in these Terms and Conditions to the Final Terms are to Part A of the Final Terms prepared in relation to the Notes of the relevant Tranche or Series.

In respect of any Notes, references herein to these Terms and Conditions are to these terms and conditions as modified or (to the extent thereof) replaced by the Final Terms.

1. FORM, DENOMINATION AND CURRENCY

Form of Notes

1.1 Notes are issued in bearer form (**Bearer Notes**) or in registered form (**Registered Notes**), as specified in the Final Terms. Bearer Notes are serially numbered. Registered Notes are not exchangeable for Bearer Notes.

1.2 Interest-bearing Bearer Notes have attached thereto, at the time of their initial delivery, coupons (**Coupons**), presentation of which will be a prerequisite to the payment of interest save in certain circumstances specified herein. In addition, if so specified in the Final Terms, such Notes have attached thereto, at the time of their initial delivery, a talon (**Talon**) for further coupons, and the expression "Coupons" shall, where the context so requires, include Talons. With regard to non interest-bearing Notes (**Zero Coupon Notes**), references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Terms and Conditions are not applicable.

1.3 Bearer Notes, the nominal amount of which is repayable by instalments (**Instalment Notes**), have attached thereto, at the time of their initial delivery, payment receipts (**Receipts**) in respect of the instalments of principal.

Denomination of Bearer Notes

1.4 Bearer Notes are in the denomination or denominations specified in the Final Terms (each a **Specified Denomination**). Bearer Notes of one denomination may not be exchanged for Bearer Notes of any other denomination (other than in connection with any exchange pursuant to Condition 9D).

Denomination of Registered Notes

1.5 All Registered Notes shall have the same Specified Denomination.

Currency of Notes

1.6 The Notes are denominated in such currency as may be specified in the Final Terms (the **Specified Currency**). Any currency may be so specified, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Principal or interest may be payable in one or more currencies which may be different from the currency in which the Notes are denominated.

2. **TITLE AND TRANSFER**

2.1 Title to Bearer Notes, Receipts and Coupons passes by delivery. References herein to the **Holders** of Bearer Notes or of Receipts or Coupons are to the bearers of such Bearer Notes or such Receipts or Coupons.

2.2 Title to Registered Notes passes by registration in the register (the **Register**) which the Issuer shall procure to be kept by the Registrar. References herein to the **Holders** of Registered Notes are to the persons in whose names such Registered Notes are so registered in the Register. A certificate (each a **Certificate**) will be issued to each such Holder in respect of its registered holding. Each Certificate will be numbered serially with an identifying number which will be recorded in the Register.

2.3 The Holder of any Bearer Note, Coupon, Receipt or Registered Note will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing on the relevant Note or Certificate, or any theft or loss thereof) and no person shall be liable for so treating such Holder.

Transfer of Registered Notes and Exchange of Bearer Notes for Registered Notes

2.4 A Registered Note may, upon the terms and subject to the conditions set forth in the Fiscal Agency Agreement and further subject to the provisions of Conditions 2.8 to 2.10, be transferred in whole or in part only (**provided that** such part is, or is an integral multiple of, the Specified Denomination) upon the surrender of the relevant Certificate, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar or any Transfer Agent. A new Certificate will be issued to the transferee and, in the case of a transfer of part only of a Registered Note, a new Certificate in respect of the balance not transferred will be issued to the transferor.

2.5 If so specified in the Final Terms and subject to the provisions of Conditions 2.8 to 2.10, the Holder of Bearer Notes may exchange the same for the same aggregate nominal amount of Registered Notes upon the terms and subject to the conditions set forth in the Fiscal Agency Agreement. In order to exchange a Bearer Note for a Registered Note, the Holder thereof shall surrender such Bearer Note at the specified office outside the United States of the Registrar or of any Transfer Agent together with a written request for the exchange. Each Bearer Note so surrendered must be accompanied by all unmatured Receipts, Coupons and Talons appertaining thereto other than the Coupon in respect of the next payment of interest falling due after the exchange date (as defined in Condition 2.6) where the exchange date would, but for the provisions of Condition 2.6, occur between the Record Date (as defined in Condition 9B.3) for such payment of interest and the date on which such payment of interest falls due.

2.6 A Certificate representing each new Registered Note or Notes to be issued upon the transfer of a Registered Note or the exchange of a Bearer Note for a Registered Note will, within three Relevant Banking Days of the transfer date or, as the case may be, the exchange date, be available for

collection by each relevant Holder at the specified office of the Registrar or the Transfer Agent (as the case may be) or, at the option of the Holder requesting such exchange or transfer, be mailed (by uninsured post at the risk of the Holder(s) entitled thereto) to such address(es) as may be specified by such Holder. For these purposes, a form of transfer or request for exchange received by the Registrar or the Transfer Agent (as the case may be) after the Record Date in respect of any payment due in respect of Registered Notes shall be deemed not to be effectively received by the Registrar, or the Transfer Agent (as the case may be) until the day following the due date for such payment. For the purposes of these Terms and Conditions,

(i) **Relevant Banking Day** means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the Registrar or the Transfer Agent is located and, in the case only of an exchange of a Bearer Note for a Registered Note where such request for exchange is made to the Fiscal Agent, in the place where the specified office of the Fiscal Agent is located;

(ii) the **exchange date** shall be the Relevant Banking Day following the day on which the relevant Bearer Note shall have been surrendered for exchange in accordance with Condition 2.5; and

(iii) the **transfer date** shall be the Relevant Banking Day following the day on which the relevant Registered Note shall have been surrendered for transfer in accordance with Condition 2.4 and all reasonable requirements of the Issuer and the Registrar shall have been satisfied in respect of such transfer.

2.7 The issue of new Registered Notes on transfer or on the exchange of Bearer Notes for Registered Notes will be effected without charge by or on behalf of the Issuer, the Fiscal Agent, the Registrar or the Transfer Agent, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the Issuer, the Fiscal Agent, the Registrar or the Transfer Agent may require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.

2.8 Upon the transfer, exchange or replacement of Registered Notes represented by Certificates bearing the Rule 144A legend (the **Rule 144A Legend**) set forth in the form of Certificate scheduled to the Fiscal Agency Agreement, the Registrar or any Transfer Agent shall deliver only Registered Notes represented by Certificates that also bear such legend unless either (i) such transfer, exchange or replacement occurs two or more years after the later of (1) the original issue date of such Notes or (2) the last date on which the Issuer or any affiliates (as defined below) of the Issuer as notified to the Registrar or such Transfer Agent by the Issuer as provided in the following sentence, was the beneficial owner of such Notes (or any predecessor of such Notes), or (ii) there is delivered to the Registrar or such Transfer Agent an opinion reasonably satisfactory to the Issuer of counsel experienced in giving opinions with respect to questions arising under the securities laws of the United States to the effect that neither such legend nor the restrictions on transfer set forth therein are required in order to maintain compliance with the provisions of such laws. The Issuer covenants and agrees that it will not acquire any beneficial interest, and will cause its "affiliates" (as defined in paragraph (a)(l) of Rule 144 under the Securities Act of 1933, as amended (the **Securities Act**)) not to acquire any beneficial interest, in any Registered Note represented by a Certificate bearing the Rule 144A Legend unless it notifies the Registrar and the Transfer Agents of such acquisition. The Registrar, the Transfer Agents and all Holders shall be entitled to rely without further investigation on any such notification (or lack thereof).

2.9 For so long as any of the Registered Notes represented by Certificates bearing the Rule 144A Legend remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, the Issuer covenants and agrees that it shall, during any period in which it is not subject to Section 13 or 15(d) under the United States Securities Exchange Act of 1934 nor exempt from reporting, pursuant to Rule 12g3-2(b) under such Act, make available to any Holder in connection with any sale thereof and any prospective purchaser of such Notes from such Holder, in each case upon request, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act.

2.10 No Holder may require the transfer of a Registered Note to be registered or a Bearer Note to be exchanged for a Registered Note during the period of 15 days ending on the due date for the payment of any principal or interest in respect of such Note.

3. STATUS OF THE NOTES

The Notes and the Receipts and Coupons relating to them constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, save for such obligations as may be preferred by provisions of French law that are both mandatory and of general application.

4. NEGATIVE PLEDGE

So long as any of the Notes, Receipts or Coupons remain outstanding the Issuer undertakes (without, however, thereby affecting the right to dispose of any of its assets) that it will not grant or permit to subsist any mortgage, charge, pledge, lien or other form of encumbrance or security interest upon the whole or any part of its assets or revenues, present or future, to secure any Relevant Debt (as defined below) or any guarantee of any Relevant Debt unless, at the same time or prior thereto, the Issuer's obligations under the Notes (a) are secured equally and rateably therewith or (b) have the benefit of such other security, guarantee or other arrangement.

For the purposes of this Condition 4, **Relevant Debt** means any present or future indebtedness in the form of, or represented by, bonds, notes, debentures or other securities which are for the time being, or are to be, or are capable of being, quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other securities market and **outstanding** means in relation to any Series of Notes, all such Notes and any Coupons relating thereto other than: those which have been redeemed in full or purchased and cancelled pursuant to these Terms and Conditions;

(i) those in respect of which the date for redemption in full (including, but not limited to, the due date for payment of the final instalment in respect of an Instalment Note) has occurred and the redemption moneys therefor (including all arrears of interest to such date for redemption) have been duly paid to the Fiscal Agent or (in the case of Registered Notes) the Registrar in the manner provided for in this Agreement (and, where appropriate, notice to that effect has been given in accordance with these Terms and Conditions) and remain available for payment in accordance with these Terms and Conditions;

(ii) any Bearer Note (as defined in Condition 1.1) which has been exchanged for a Registered Note (as defined in Condition 1.1);

(iii) those which have become void or claims in respect of which have become prescribed under these Terms and Conditions;

(iv) (for the purpose only of ascertaining the amount outstanding and without prejudice to their status for any other purpose) those Notes which are alleged to have been lost, stolen or destroyed and in respect of which replacement Notes have been issued pursuant to these Terms and Conditions;

(v) those Notes which have been mutilated or defaced and which have been surrendered or cancelled and in respect of which replacement Notes have been issued pursuant to these Terms and Conditions;

(vi) any Temporary Global Note to the extent that it has been exchanged for Definitive Notes, Registered Notes or a Permanent Global Note; and

(vii) any Permanent Global Note to the extent that it has been exchanged for Definitive Notes or Registered Notes.

5. INTEREST

Notes may be interest bearing or non-interest bearing, as specified in the Final Terms. Words and expressions appearing in this Condition 5 and not otherwise defined herein or in the Final Terms shall have the meanings given to them in Condition 5.1.

5.1 **Definitions**: In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

Adjustment Spread means either a spread (which may be positive or negative), or the formula or the methodology for calculating a spread, in either case, which the Independent Adviser determines and which is required to be applied to the Successor Rate or the Alternative Rate, as the case may be, to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit, as the case may be, to Noteholders and Holders of Coupons as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate, as the case may be, and is the spread, formula or methodology which:

(a) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(b) if no recommendation required under (i) above has been made or in the case of an Alternative Rate, the Independent Adviser determines and which is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate, as the case may be; or

(c) if the Independent Adviser determines that no such industry standard is recognised or acknowledged, the spread, formula or methodology which the Independent Adviser determines to be appropriate.

Alternative Rate means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5.3(ii)(D)(b) and which is customary in market usage in the international debt capital markets for the purposes of determining rates of interest (or the

relevant component part thereof) for a determined interest period in the same Specified Currency as the Notes.

Applicable Business Day Convention means the **Business Day Convention** which may be specified in the Final Terms as applicable to any date in respect of the Notes. Where the Final Terms specify "No Adjustment" in relation to any date, such date shall not be adjusted in accordance with any Business Day Convention. Where the Final Terms fails either to specify an applicable Business Day Convention or "No Adjustment" for the purposes of an Interest Payment Date or an Interest Period End Date, then in the case of Notes which bear interest at a fixed rate, "No Adjustment" shall be deemed to have been so specified and in the case of Notes which bear interest at a floating rate, the Modified Following Business Day Convention shall be deemed to have been so specified. Different Business Day Conventions may apply, or be specified in relation to, the Interest Payment Dates, Interest Period End Dates and any other date or dates in respect of any Notes.

Banking Day means, in respect of any city, any day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in that city.

Benchmark Amendments has the meaning given to it in Condition 5.3(ii)(D)(d).

Benchmark Event means:

(a) the Original Reference Rate ceasing to be published or ceasing to exist; or

(b) a public statement by the administrator of the Original Reference Rate that it will, by a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(c) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will, by a specified date, be permanently or indefinitely discontinued; or

(d) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or that its use will be subject to restrictions which would not allow its further use in respect of the Notes; or

(e) a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, such Reference Rate is no longer representative of an underlying market or the methodology to calculate such Original Reference Rate has materially changed; or

(f) it has become unlawful for any Paying Agent, Calculation Agent, any other party responsible for determining the Rate of Interest or the Issuer to calculate any payments due to be made to any Noteholder or Holder of Coupons or Receipts using the Original Reference Rate.

Business Day means:

(i) in the case of a currency other than Euro, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or

(ii) in the case of Euro, a day on which the TARGET 2 system is operating (a **TARGET 2 Business Day**); and/or

(iii) in the case of a currency and/or one or more Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or if no currency is indicated generally in each of the Business Centres.

Business Day Convention means a convention for adjusting any date if it would otherwise fall on a day that is not a Business Day, and the following Business Day Conventions, where specified in the Final Terms in relation to any date applicable to any Notes, shall have the following meanings:

(i) **Following Business Day Convention** means that such date shall be postponed to the first following day that is a Business Day;

(ii) **Modified Following Business Day Convention** or **Modified Business Day Convention** means that such date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;

(iii) **Preceding Business Day Convention** means that such date shall be brought forward to the first preceding day that is a Business Day; and

(iv) **Floating Rate Business Day Convention** or **Eurodollar Convention** means that each such date shall be the date which numerically corresponds to the date of issue of the relevant Notes or the preceding such date, as the case may be, in the calendar month which is the number of months specified in the Final Terms after the calendar month in which such date of issue, or preceding such date, occurred, **provided that**:

(a) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;

(b) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and

(c) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all such subsequent dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred.

Calculation Amount means in relation to an issue of Notes where there is only one Specified Denomination, such Specified Denomination and in relation to an issue of Notes where there are several Specified Denominations, the amount specified as such in the Final Terms and representing the highest common amount by which the multiple Specified Denominations may be divided (for example, EUR 1,000 in the case of Specified Denomination of EUR 101,000, EUR 102,000 and EUR 103,000).

Day Count Fraction means, in respect of the calculation of an amount for any period of time (from and including the first day of such period to but excluding the last day of such period) (whether or not constituting an Interest Period or Interest Accrual Period, the **Calculation Period**), such day count fraction as may be specified in the Final Terms and:

(i) if **Actual/Actual(ISDA)** or **Actual/Actual-ISDA** is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if **Actual/Actual-ICMA** is so specified, means:

(a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

(b) if the Calculation Period is longer than one Determination Period, the sum of:

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

Determination Date means the date specified as such in the relevant Final Terms or, if none is so specified, the Interest Payment Date,

and

Determination Period means the period from and including an Interest Determination Date in any year to but excluding the next Interest Determination Date;

(iii) if **Actual/365 (Fixed)** is so specified, means the actual number of days in the Calculation Period divided by 365;

(iv) if **Actual/360** is so specified, means the actual number of days in the Calculation Period divided by 360;

(v) if **30/360**, **360/360** or **Bond Basis** is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

Y_1 is the year, expressed as a number, in which the first day of the Calculation Period falls;

Y_2 is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

M_1 is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

M_2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

D_1 is the first calendar day, expressed as a number, of the Calculation Period, unless such number is 31, in which case D_1 will be 30; and

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(vi) if **30E/360** or **Eurobond Basis** is so specified, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

Y_1 is the year, expressed as a number, in which the first day of the Calculation Period falls;

Y_2 is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

M_1 is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

M_2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

D_1 is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30;

(vii) if **30E/360 (ISDA)** is specified in the applicable Final Terms, means the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

Y_1 is the year, expressed as a number, in which the first day of the Calculation Period falls;

Y_2 is the year, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

M_1 is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

M_2 is the calendar month, expressed as a number, in which the day immediately following the last day of the Calculation Period falls;

D_1 is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30.

Euro means the currency introduced at the start of the third stage of Economic and Monetary Union pursuant to the Treaty.

Euro-zone means the zone comprising the Member States of the European Union that participate or are participating in European Economic and Monetary Union and that adopt or have adopted the Euro as their lawful currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union and the Treaty of Amsterdam.

Independent Adviser means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer at its own expense under Condition 5.3(ii)(D)(a).

Interest Accrual Period means, in respect of an Interest Period, each successive period beginning on and including an Interest Period End Date and ending on but excluding the next succeeding Interest Period End Date during that Interest Period **provided always that** the first Interest Accrual Period shall commence on and include the Interest Commencement Date and the final Interest Accrual Period shall end on but exclude the date of final maturity.

Interest Amount means:

(i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes shall mean the Fixed Coupon Amount or the Broken Amount specified hereon as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and

(ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

Interest Commencement Date means the date of issue of the Notes (as specified in the Final Terms) or such other date as may be specified as such in the Final Terms.

Interest Determination Date means, in respect of any Interest Accrual Period, the date falling such number (if any) of Banking Days in such city(ies) as may be specified in the Final Terms prior to the first day of such Interest Accrual Period, or if none is specified:

(i) if the Specified Currency is Pounds Sterling, the first day of such Interest Accrual Period; or

(ii) if the Specified Currency is Euro, the day falling two TARGET 2 Business Days prior to the first day of such Interest Accrual Period; or

(iii) if the Specified Currency is neither Pounds Sterling nor Euro, the date falling two London Banking Days prior to the first day of such Interest Accrual Period.

Interest Payment Date means the date or dates specified as such in, or determined in accordance with the provisions of, the Final Terms and, if an Applicable Business Day Convention is specified in the Final Terms, as the same may be adjusted in accordance with the Applicable Business Day Convention **provided that** if the Applicable Business Day Convention is the Floating Rate Business Day Convention and an interval of a number of calendar months is specified in the Final Terms as being the Interest Period, each of such dates as may occur in accordance with the Floating Rate Business Day Convention at such specified period of calendar months following the date of issue of the Notes (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case).

Interest Period means each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date **provided always that** the first Interest Period shall commence on and include the Interest Commencement Date and the final Interest Period shall end on but exclude the date of final maturity.

Interest Period End Date means the date or dates specified as such in, or determined in accordance with the provisions of, the Final Terms and, if an Applicable Business Day Convention is specified in the Final Terms, as the same may be adjusted in accordance with the Applicable Business Day Convention or, if the Applicable Business Day Convention is the Floating Rate Business Day Convention and an interval of a number of calendar months is specified in the Final Terms as the Interest Accrual Period, such dates as may occur in accordance with the Floating Rate Business Day Convention at such specified period of calendar months following the Interest Commencement Date (in the case of the first Interest Period End Date) or the previous Interest Period End Date (in any

other case) or, if none of the foregoing is specified in the Final Terms, means the date or each of the dates which correspond with the Interest Payment Date(s) in respect of the Notes.

ISDA Definitions means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the Final Terms) as published by the International Swaps and Derivatives Association, Inc).

Original Reference Rate means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes as specified in the relevant Final Terms.

outstanding nominal amount means, in respect of a Note, its nominal amount less, in respect of any Instalment Note, any nominal amount on which interest shall have ceased to accrue in accordance with Condition 5.8.

Rate of Interest means the rate of interest payable from time to time in respect of this Note and that is either specified in or calculated in accordance with the provisions of the Final Terms.

Reference Banks means such banks as may be specified in the Final Terms as the Reference Banks or, if so provided, these Terms and Conditions or the Final Terms, as selected (but excluding) by the Calculation Agent, after consultation with the Issuer or, if none are so specified or if no such selection is provided for, "Reference Banks" has the meaning given in the ISDA Definitions, *mutatis mutandis*.

Reference Rate means the rate specified as such in the relevant Final Terms.

Relevant Financial Centre means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, such financial centre as may be specified in the Final Terms or, if none is so specified, the financial centre with which the relevant Benchmark is most closely connected (which, in case of EURIBOR, shall be the Euro-zone) or, if not so connected, London.

Relevant Nominating Body means, in respect of a benchmark or screen rate, as applicable:

(i) the central bank for the currency to which the benchmark or screen rate, as applicable, relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate, as applicable; or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate, as applicable, relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate, as applicable, (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

Relevant Screen Page means such page, section, caption, column or other part of a particular information service as may be specified hereon.

Relevant Time means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the Final Terms or, if no time is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect

of deposits in the specified currency in the interbank market in the Relevant Financial Centre, being London time with respect to LIBOR and Brussels time with respect to EURIBOR, and for this purpose **local time** means, with respect to Europe and the Euro-zone as a Relevant Financial Centre, Central European Time.

Reuters Screen means, when used in connection with a designated page and any designated information, the display page so designated on the Reuters Markets 3000 (or such other page as may replace that page on that service for the purpose of displaying such information).

Successor Rate means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body and if, following a Benchmark Event, two or more successor or replacement rates are recommended by any Relevant Nominating Body, the Independent Adviser shall determine which of the successor or replacement rates is the most appropriate, having regard to the particular characteristics of the relevant Notes and the nature of the Issuer.

Specified Currency means the currency specified as such in the Final Terms or, if none is specified, the currency in which the Notes are denominated.

TARGET 2 system means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET 2) System or any successor thereto.

5.2 **Interest on Fixed Rate Notes**

Notes which are specified in the Final Terms as being Fixed Rate Notes shall bear interest on their outstanding nominal amount from their Interest Commencement Date at the relevant Rate of Interest payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5.10 or, in the case of Dual Currency Notes or Reverse Dual Currency Notes, in accordance with Clause 5.5.

If an applicable Fixed Coupon Amount or a Broken Amount is specified in the Final Terms, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and in the case of the Broken Amount will be payable on the particular Interest Payment Date(s) specified in the Final Terms.

5.3 **Interest on Floating Rate Notes and Inflation Linked Notes**

(i) ***Interest Payment Dates***: Each Floating Rate Note and each Inflation Linked Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. Such Interest Payment Date(s) is/are either specified in the Final Terms or, if no Interest Payment Date(s) is/are so specified, **Interest Payment Date** shall mean each date which falls the number of months or other period specified in the Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date. The amount of interest payable shall be determined in accordance with Condition 5.10 or, in the case of Dual Currency Notes or Reverse Dual Currency Notes, in accordance with Clause 5.5.

(ii) ***Rate of Interest for Floating Rate Notes***: The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the

Final Terms and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the Final Terms:

(A) *ISDA Determination for Floating Rate Notes*

Where ISDA Determination is specified in the Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate plus or minus (as indicated in the Final Terms) the Margin (if any). For the purposes of this sub-paragraph (ii)(A) **ISDA Rate**, for an Interest Accrual Period, means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(a) the Floating Rate Option is as specified in the Final Terms;

(b) the Designated Maturity is a period specified in the Final Terms; and

(c) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified in the Final Terms.

For the purposes of this sub-paragraph (i), **Floating Rate**, **Calculation Agent**, **Floating Rate Option**, **Designated Maturity**, **Reset Date** and **Swap Transaction** have the meanings given to those terms in the ISDA Definitions.

Unless a higher rate is stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(B) *Screen Rate Determination for Floating Rate Notes*

(a) Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

(1) the offered quotation; or

(2) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the Relevant Time on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

(b) if the Relevant Screen Page is not available or, if sub-paragraph (a)(1) applies and no such offered quotation appears on the Relevant Screen Page, or, if sub-paragraph (a)(2) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, subject as provided below, the Calculation Agent shall request if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, or the office located in the Relevant Financial Centre of each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), or if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), or at the Relevant Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

(c)

(1) if paragraph (b) above applies and if the Reference Rate is an inter-bank offered rate, the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or at the Relevant Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the inter-bank market in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, or the Relevant Financial Centre, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), or at the Relevant Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the

London inter-bank market or, if the Reference Rate is EURIBOR, the Euro zone inter-bank market, or the inter-bank market of the Relevant Financial Centre, as the case may be, **provided that**, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(2) if paragraph (b) above applies and, in the case of a Reference Rate other than an inter-bank offered rate, for any reason, the Reference Rate is no longer published or if fewer than three quotations are provided to the Calculation Agent in accordance with the above paragraph, the Reference Rate shall be the Reference Rate applicable as at the last preceding Interest Determination Date.

(d) EONIA

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the Floating Rate Notes is specified as being EONIA, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be the rate of return of a daily compound interest investment (with the arithmetic mean of the daily rates of the day-to-day Euro-zone interbank euro money market as reference rate for the calculation of interest) plus or minus (as indicated in the applicable Final Terms) the Margin (if any) and will be calculated by the Calculation Agent on the last TARGET 2 Business Day of the Interest Accrual Period, as follows, and the resulting percentage will be rounded, if necessary, to the nearest one ten-thousandth of a percentage point, with 0.00005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{EONIA_i \times n_i}{360}\right)-1\right]\times\frac{360}{d}$$

where

d_o for any Interest Accrual Period, is the number of TARGET 2 Business Days in the relevant Interest Accrual Period;

i is a series of whole numbers from one to d_o, each representing the relevant TARGET 2 Business Day in chronological order from, and including, the first TARGET 2 Business Day, in the relevant Interest Accrual Period;

EONIAi, for any day "i" in the relevant Interest Accrual Period, is a reference rate equal to the overnight rate as calculated by the European Central Bank and appearing on the Reuters Screen EONIA page or such other page or service as may replace such page for the purposes of displaying Euro overnight index average rate of leading reference banks for deposits in Euro (the **EONIA Page**) in respect of that day **provided that**, if, for any reason, on any such day "i", no rate is published on the EONIA Page, the Calculation Agent will request the principal office in the Euro-zone of each of the Reference Banks to provide with its quotation of the rate offered by it at approximately 6.00 p.m. (Brussels time) on such day "i", to prime banks in the Euro-zone inter-bank market for Euro overnight index average rate for deposits in Euro in an amount that is, in the reasonable opinion of the Calculation Agent, representative for a single transaction in the relevant market at the relevant time. The applicable reference rate for such day "i" shall be the arithmetic mean (rounded if necessary, to the nearest ten-thousandth of a percentage point, with 0.00005 being rounded upwards) of at least two of the rates so quoted, it being **provided that** if less than two rates are provided to the Calculation Agent, the applicable reference rate shall be determined by the Calculation Agent after consultation of an independent expert;

$\mathbf{n_i}$ is the number of calendar days in the relevant Interest Accrual Period on which the rate is EONIAi; and

d is the number of calendar days in the relevant Interest Accrual Period.

(e) EUR CMS

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the Floating Rate Notes is specified as being the EUR CMS, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be the offered quotation (expressed as a percentage rate per annum) for EUR CMS relating to the relevant maturity (the relevant maturity year mid swap rate in EUR (annual 30/360)), which appears on the Relevant Screen Page, being Reuters Screen page "ISDAFIX 2" under the heading "EURIBOR Basis", as at 11.00 a.m. Frankfurt time, in the case of the EUR-ISDA-EURIBOR Swap Rate-11:00 on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent.

Notwithstanding anything to the contrary in Condition 5.7, in the event that the Reference Rate does not appear on the Relevant Screen Page, the Calculation Agent shall determine on the relevant Interest Determination Date the applicable rate based on quotations of five Reference Banks for EUR CMS relating to the relevant maturity (in each case the relevant mid-market annual swap rate commencing two TARGET 2 Business Days following the relevant Interest Determination Date). The highest and lowest (or, in the event of equality, one of the highest and/or lowest) quotations so

determined shall be disregarded by the Calculation Agent for the purpose of determining the Reference Rate which will be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such provided quotations.

If, for any reason, the Reference Rate is no longer published or if fewer than three quotations are provided to the Calculation Agent in accordance with the above paragraph, the Reference Rate will be determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercial and reasonable manner.

(f) TEC 10

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the Floating Rate Notes is specified as being the TEC 10, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be the offered quotation (expressed as a percentage rate per annum) for the EUR-TEC10-CNO[1] calculated by the *Comité de Normalisation Obligataire*, which appears on the Relevant Screen Page, being Reuters Screen CNOTEC10 page, as at 10.00 a.m. Paris time on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent.

For information purposes only, the EUR-TEC10-CNO, established in April 1996, is the percentage yield (rounded to the nearest second decimal point, 0.005 per cent. being rounded upwards) of a notional 10 year French Treasury Bond (*Obligation Assimilable du Trésor*, **OAT**) corresponding to the linear interpolation between the yield to maturity of the two actual OATs (the **Reference OATs**) whose periods to maturity are closest in duration to the notional 10 year OAT, one Reference OAT's duration being of less than 10 years and the other Reference OAT's duration being greater than 10 years. If, on any Interest Determination Date, such rate does not appear on Reuters Screen CNOTEC10 page, EUR-TEC 10-CNO shall be determined by the Calculation Agent on the basis of the mid-market prices for each of the two reference OAT, which would have been used by the *Comité de Normalisation Obligataire* for the calculation of EUR-TEC10-CNO, quoted by five *Spécialistes en Valeurs du Trésor* at approximately 10:00 a.m. Paris time on the Interest Determination Date in question.

The Calculation Agent will request each *Spécialiste en Valeurs du Trésor* to provide a quotation of its price.

[1] All potential users of the EUR-TEC10-CNO must first enter into a trademark licence agreement available from the CNO.

EUR-TEC10-CNO will be the redemption yield of the arithmetic mean of such quotations as determined by the Calculation Agent after discarding the highest and lowest such quotations. The above mentioned redemption yield shall be determined by the Calculation Agent in accordance with the formula that would have been used by the *Comité de Normalisation Obligataire* for the determination of EUR-TEC10-CNO.

(C) *Linear Interpolation*

Where Linear Interpolation is specified is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified hereon as applicable) or the Floating Rate Option (where ISDA Determination is specified hereon as applicable), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period **provided however that** if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

Applicable Maturity means: (a) in relation to ISDA Determination, the Designated Maturity and (b) in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(D) *Benchmark Event*

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions shall apply and shall prevail over other fallbacks specified in Condition 5.3(ii)(B).

(a) Independent Adviser

The Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5.3(ii)(D)(b)) and, in either case, an Adjustment Spread if any (in accordance with Condition 5.3(ii)(D)(c)) and any Benchmark Amendments (in accordance with Condition 5.3(ii)(D)(d)).

An Independent Adviser appointed pursuant to this Condition 5.3(ii)(D)(a) shall act in good faith and in a commercially reasonable manner as an independent expert. In the absence of bad faith or fraud, the Independent

Adviser shall have no liability whatsoever to the Issuer, the Paying Agents, or any other party responsible for determining the Rate of Interest specified in the applicable Final Terms or the Noteholders or the Holders of Coupons or Receipt for any determination made by it, pursuant to this Condition 5.3(ii)(D)(a).

(b) Successor Rate or Alternative Rate

If the Independent Adviser, determines in good faith that:

(i) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5.3(ii)(D)(d)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate of Interest (or the relevant component part thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 5.3(ii)(D)); or

(ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5.3(ii)(D)(d)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate of Interest (or the relevant component part thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 5.3(ii)(D)).

(c) Adjustment Spread

If the Independent Adviser, determines in good faith and in a commercially reasonable manner (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or a relevant component thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

(d) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5.3(ii)(D) and the Independent Adviser, determines in good faith and in a commercially reasonable manner (i) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the **Benchmark Amendments**) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5.3(ii)(D)(e), without any requirement for the consent or approval of Noteholders, vary these

Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

For the avoidance of doubt, and in connection with any such variation in accordance with this Condition 5.3(ii)(D), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(e) Notices

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5.3(ii)(D) will be notified promptly by the Issuer, after receiving such information from the Independent Adviser, to the Fiscal Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 16, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(f) Survival of Original Reference Rate

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 5.3(ii)(D)(b) prior to the relevant Interest Determination Date, the Reference Rate applicable for the purpose of determining the Rate of Interest in respect of the next succeeding Interest Accrual Period shall be equal to the Reference Rate last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. If there has not been a first Interest Payment Date, the applicable Reference Rate shall be the last available Original Reference Rate.

Without prejudice to the obligations of the Issuer under Condition 5.3(ii)(D) (a), (b), (c) and (d), the Original Reference Rate and the fallback provisions provided for in Condition 5.3(ii)(B)(b), (c), (e) and (f) will continue to apply unless and until a Benchmark Event has occurred.

(g) New Benchmark Event in respect of the Successor Rate or Alternative Rate

If a new Benchmark Event occurs in respect of the then applicable Successor Rate or Alternative Rate, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser and ensure that the provisions of this Condition 5.3(ii)(D) shall apply as if the Successor Rate or Alternative Rate were the Original Reference Rate.

(iii) ***Rate of Interest for Inflation Linked Notes***

1. *Consumer Price Index (CPI)*

Where the consumer price index excluding tobacco for all households in metropolitan France, as calculated and published by the *Institut National de la Statistique et des Etudes Economiques* (the

INSEE) (**CPI**) is specified as the Index in the relevant Final Terms, this Condition 5.3(iii)(1) shall apply. Terms defined herein shall have the meanings set out below only when this Condition 5.3(iii)(1) shall apply.

The Rate of Interest in respect of Inflation Linked Notes indexed to the CPI (the **CPI Linked Interest**) will be determined by the Calculation Agent on the following basis:

(A) On the fifth Business Day before each Interest Payment Date (an **Interest Determination Date**) the Calculation Agent will calculate the Inflation Index Ratio.

For the purpose of this Condition 5.3(iii)(1), the **Inflation Index Ratio** or **IIR** is the ratio between (i) the CPI Daily Inflation Reference Index (as defined below) applicable upon any Interest Payment Date or the redemption date, as the case may be and (ii) the base reference defined as the CPI Daily Inflation Reference Index (as defined below) (the **Base Reference**) applicable on the date specified in the applicable Final Terms. Notwithstanding Condition 5.10(iii), the IIR will be rounded if necessary to five significant figures (with halves being rounded up).

CPI Daily Inflation Reference Index means (A) in relation to the first day of any given month, the CPI Monthly Reference Index of the third month preceding such month, and (B) in relation to a day (D) (other than the first day) in any given month (M), the linear interpolation of the CPI Monthly Reference Index pertaining respectively to the third month preceding such month (M-3) and the second month preceding such month (M-2) calculated in accordance with the following formula:

CPI Daily Inflation Reference Index=

$$\text{CPI Monthly Reference Index}_{M-3} + \frac{D-1}{ND_M} \times \left(\text{CPI Monthly Reference Index}_{M-2} - \text{CPI Monthly Reference Index}_{M-3}\right)$$

With:

ND_M: number of days in the relevant month M and, in the case of payment of principal and interest, shall be equal to 31;

D: actual day of payment in the relevant month M and, in the case of payment of principal and interest, shall be equal to 25;

CPI Monthly Reference Index$_{M-2}$: price index of month M-2;

CPI Monthly Reference Index$_{M-3}$: price index of month M-3.

Notwithstanding Condition 5.10(iii), the CPI Daily Inflation Reference Index will be rounded if necessary to five significant figures (with halves being rounded up).

For information purposes, such CPI Daily Inflation Reference Index appears on the *Agence Française du Trésor* Reuters Screen page OATINFLATION01 or on Bloomberg TRESOR pages and on the website www.aft.gouv.fr. In the case of doubt in the interpretation of the methods used to calculate the Inflation Index Ratio, such methods shall be interpreted by reference to the procedures selected by the

French Treasury (*Trésor*) for its *obligations assimilables du Trésor indexées sur l'inflation*.

CPI Monthly Reference Index refers to the definitive consumer price index excluding tobacco for all households in metropolitan France, as calculated and published monthly by the INSEE as such index may be adjusted or replaced from time to time as provided herein.

(B) The calculation method described in (C) below is based on the recommendation issued by the French Bond Association (*Comité de Normalisation Obligataire — www.cnofrance.org*) in its July 2011 Paper entitled "Inflation-linked bonds". In the case of any conflict between the calculation method provided below and the calculation method provided by the French Bond Association (*Comité de Normalisation Obligataire),* the calculation method provided by the French Bond Association (*Comité de Normalisation Obligataire*) shall prevail.

The CPI Linked Interest applicable from time to time for each Interest Period (as specified in the relevant Final Terms) will be equal to the rate per annum specified in the relevant Final Terms multiplied by the Inflation Index Ratio (as defined above).

(C)

(1) If the CPI Monthly Reference Index is not published in a timely manner, a substitute CPI Monthly Reference Index (the **Substitute CPI Monthly Reference Index**) shall be determined by the Calculation Agent in accordance with the following provisions:

(x) If a provisional CPI Monthly Reference Index (*indice provisoire*) has already been published, such index shall automatically be used as the Substitute CPI Monthly Reference Index. Such provisional CPI Monthly Reference Index would be published under the heading "*indice de substitution*". Once the definitive CPI Monthly Reference Index is released, it would automatically apply from the day following its release to all calculations taking place from this date.

(y) If no provisional CPI Monthly Reference Index is available, a substitute index shall be calculated on the basis of the most recently published figure adjusted as set out in the following formula:

Substitute CPI Monthly Reference Index$_M$=

$$\text{CPI Monthly Reference Index}_{M-1} \times \left[\frac{\text{CPI Monthly Reference Index}_{M-1}}{\text{CPI Monthly Reference Index}_{M-13}}\right]^{\frac{1}{12}}$$

(2) In the event INSEE decides to proceed with one or more base changes for the purpose of calculating the CPI Monthly Reference Index, the two CPI

Monthly Reference Indexes which have been calculated on a different basis will be chained on the basis of the December CPI Monthly Reference Index of the last year of joint publications, which corresponds to the CPI Daily Inflation Reference Index for 1st March of the following year.

Such chaining will be carried out in accordance with the following equation:

$$\text{Key} = \frac{\text{CPI Monthly Reference Index}^{\text{pertaining to December calculated on the new basis}}}{\text{CPI Monthly Reference Index}^{\text{pertaining to December calculated on the previous basis}}}$$

Such that:

$$\text{CPI Monthly Reference Index}_{\text{New Basis}}^{\text{Date D}} = \text{CPI Monthly Reference Index}_{\text{Previous Basis}}^{\text{Date D}} \text{ X Key}$$

2. *Harmonised Index of Consumer Prices (HICP)*

Where the harmonised index of consumer prices excluding tobacco measuring the rate of inflation in the European Monetary Union excluding tobacco as calculated and published monthly by Eurostat (the **HICP**) is specified as the Index in the relevant Final Terms, this Condition 5.3(iii)(2) shall apply. Terms defined herein shall have the meanings set out below only when this Condition 5.3(iii)(2) shall apply.

The Rate of Interest in respect of Inflation Linked Notes indexed to the HICP (the **HICP Linked Interest**) will be determined by the Calculation Agent on the following basis:

(A) On the fifth Business Day before each Interest Payment Date (an **Interest Determination Date**) the Calculation Agent will calculate the Inflation Index Ratio.

For the purpose of this Condition 5.3(iii)(2), the **Inflation Index Ratio** or **IIR** is the ratio between (i) the HICP Daily Inflation Reference Index (as defined below) applicable upon any Interest Payment Date or the redemption date, as the case may be and (ii) the base reference defined as the HICP Daily Inflation Reference Index (as defined below) (the **Base Reference**) applicable on the date specified in the applicable Final Terms. Notwithstanding Condition 5.10(iii), the IIR will be rounded if necessary to five significant figures (with halves being rounded up).

HICP Daily Inflation Reference Index means (A) in relation to the first day of any given month, the HICP Monthly Reference Index of the third month preceding such month, and (B) in relation to a day (D) (other than the first day) in any given month (M), the linear interpolation of the HICP Monthly Reference Index pertaining respectively to the third month preceding such month (M-3) and the second month preceding such month (M-2) calculated in accordance with the following formula:

HICP Daily Inflation Reference Index =

$$\text{HICP Monthly Reference Index}_{M-3} + \frac{D-1}{ND_M} \times \left(\text{HICP Monthly Reference Index}_{M-2} - \text{HICP Monthly Reference Index}_{M-3}\right)$$

With:

ND_M: number of days in the relevant month M and, in the case of payment of principal and interest, shall be equal to 31;

D: actual day of payment in the relevant month M and, in the case of payment of principal and interest, shall be equal to 25;

HICP Monthly Reference Index$_{M-2}$: price index of month M-2;

HICP Monthly Reference Index$_{M-3}$: price index of month M-3.

Notwithstanding Condition 5.10(iii), the HICP Daily Inflation Reference Index will be rounded if necessary to five significant figures (with halves being rounded up).

For information purposes, such HICP Daily Inflation Reference Index appears on the *Agence Française du Trésor* Reuters Screen page OATEI01, on the website www.aft.gouv.fr. and on Bloomberg page TRESOR.

HICP Monthly Reference Index refers to the harmonised index of consumer prices excluding tobacco measuring the rate of inflation in the European Monetary Union excluding tobacco as calculated and published by Eurostat as such index may be adjusted or replaced from time to time as provided herein.

(B) The HICP Linked Interest applicable from time to time for each Interest Period (as specified in the relevant Final Terms) will be equal to the rate per annum specified in the relevant Final Terms multiplied by the Inflation Index Ratio (as defined above).

(C)

(1) If the HICP Monthly Reference Index is not published in a timely manner, a substitute HICP Monthly Reference Index (the **Substitute HICP Monthly Reference Index**) shall be determined by the Calculation Agent in accordance with the following provisions:

(x) If a provisional HICP Monthly Reference Index has already been published by Eurostat, such index shall automatically be used as the Substitute HICP Monthly Reference Index. Once the definitive HICP Monthly Reference Index is released, it would automatically apply from the day following its release to all calculations taking place from this date.

(y) If no provisional HICP Monthly Reference Index is available, a substitute index shall be calculated on the basis of the most recently published figure adjusted as set out in the following formula:

$$\text{Substitute HICP Monthly Reference Index}_M = \text{HICP Monthly Reference Index}_{M-1} \times \left[\frac{\text{HICP Monthly Reference Index}_{M-1}}{\text{HICP Monthly Reference Index}_{M-13}}\right]^{\frac{1}{12}}$$

(2) In the event Eurostat decides to proceed with one or more base changes for the purpose of calculating the HICP Monthly Reference Index, the two HICP Monthly Reference Indexes which have been calculated on a different basis will be chained on the basis of the December HICP Monthly Reference Index of the last year of joint publications, which corresponds to the HICP Daily Inflation Reference Index for 1st March of the following year. Such chaining will be carried out in accordance with the following equation:

$$\text{Key} = \frac{\text{HICP Monthly Reference Index}^{\text{pertaining to December calculated on the new basis}}}{\text{HICP Monthly Reference Index}^{\text{pertaining to December calculated on the previous basis}}}$$

Such that:

$$\text{HICP Monthly Reference Index}^{\text{Date D}}_{\text{New Basis}} = \text{HICP Monthly Reference Index}^{\text{Date D}}_{\text{Previous Basis}} \text{ X Key}$$

3. *U.K. Retail Price Index (RPI)*

(A) Where RPI (as defined below) is specified as the Index in the relevant Final Terms, this Condition 5.3(iii)(3) shall apply. Terms defined herein shall have the meanings set out below only when this Condition 5.3(iii)(3) shall apply.

The Rate of Interest in respect of Inflation Linked Notes indexed to the RPI (the **RPI Linked Interest**) will be determined by the Calculation Agent on the following basis:

Base Index Figure means (subject to Condition 5.3(iii)(3)(B)) the base index figure as specified in the relevant Final terms;

Index or **Index Figure** means, subject as provided in Condition 5.3(iii)(3)(B), the U.K. Retail Price Index (RPI) (for all items) published by the Office for National Statistics (January 1987 = 100) or any comparable index which may replace the U.K. Retail Price Index for the purpose of calculating the amount payable on repayment of the Reference Gilt (the **RPI**). Any reference to the Index Figure which is specified in the relevant Final Terms as:

(i) applicable to a particular month, shall, subject as provided in Conditions 5.3(iii)(3)(B) and 5.3(iii)(3)(D), be construed as a reference to the Index

Figure published in the seventh month prior to that particular month and relating to the month before that of publication; or

(ii) applicable to the first calendar day of any month shall, subject as provided in Conditions 5.3(iii)(3)(B) and 5.3(iii)(3)(D), be construed as a reference to the Index Figure published in the second month prior to that particular month and relating to the month before that of publication; or

(iii) applicable to any other day in any month shall, subject as provided in Conditions 5.3(iii)(3)(B) and 5.3(iii)(3)(D), be calculated by linear interpolation between (x) the Index Figure applicable to the first calendar day of the month in which the day falls, calculated as specified in sub-paragraph (ii) above and (y) the Index Figure applicable to the first calendar day of the month following, calculated as specified in sub-paragraph (ii) above and rounded to the nearest fifth decimal place.

Inflation Index Ratio applicable to any month or date, as the case may be, means the Index Figure applicable to such month or date, as the case may be, divided by the Base Index Figure and, notwithstanding Condition 5.10(iii), rounded to the nearest fifth decimal place;

Limited Index Ratio means (a) in respect of any month or date, as the case may be, prior to the relevant Issue Date, the Inflation Index Ratio for that month or date, as the case may be, (b) in respect of any Limited Indexation Date after the relevant Issue Date, the product of the Limited Indexation Factor for that month or date, as the case may be, and the Limited Index Ratio as previously calculated in respect of the month or date, as the case may be, twelve months prior thereto; and (c) in respect of any other month, the Limited Index Ratio as previously calculated in respect of the most recent Limited Indexation Month;

Limited Indexation Date means any date falling during the period specified in the relevant Final Terms for which a Limited Indexation Factor is to be calculated;

Limited Indexation Factor means, in respect of a Limited Indexation Month or Limited Indexation Date, as the case may be, the ratio of the Index Figure applicable to that month or date, as the case may be, divided by the index Figure applicable to the month or date, as the case may be, twelve months prior thereto, **provided that** (a) if such ratio is greater than the Maximum Indexation Factor specified in the relevant Final Terms, it shall be deemed to be equal to such Maximum Indexation Factor and (b) if such ratio is less than the Minimum Indexation Factor specified in the relevant Final terms, it shall be deemed to be equal to such Minimum Indexation Factor;

Limited Indexation Month means any month specified in the relevant Final terms for which a Limited Indexation Factor is to be calculated;

Limited Index Linked Instruments means Inflation Linked Notes to which a Maximum Indexation Factor and/or a Minimum Indexation Factor (as specified in the relevant Final Terms) applies; and

Reference Gilt means the Treasury Stock specified as such in the relevant Final terms for so long as such stock is in issue, and thereafter such issue of index-linked Treasury Stock determined to be appropriate by a gilt-edged market maker or other adviser selected by the Issuer (an **Indexation Advisor**).

The RPI Linked Interest applicable from time to time for each Interest Period (as specified in the relevant Final Terms) will be equal to the rate per annum specified in the relevant Final Terms multiplied by the Inflation Index Ratio or Limited Index Ratio in the case of Limited Index Linked Instruments applicable to the month or date, as the case may be, on which such payment falls to be made.

(B) **Changes in Circumstances Affecting the Index**

(i) **Change in base**: If at any time and from time to time the Index is changed by the substitution of a new base therefor, then with effect from the month from and including that in which such substitution takes effect or the first date from and including that on which such substitution takes effect, as the case may be, (1) the definition of **Index** and **Index Figure** in Condition 5.3(iii)(3)(A) shall be deemed to refer to the new date or month in substitution for January 1987 (or, as the case may be, to such other date or month as may have been substituted therefor), and (2) the new Base Index Figure shall be the product of the existing Base Index Figure and the Index Figure for the date on which such substitution takes effect, divided by the Index Figure for the date immediately preceding the date on which such substitution takes effect.

(ii) **Delay in publication of Index if sub-paragraph (i) of the definition of Index Figure is applicable**: If the Index Figure which is normally published in the seventh month and which relates to the eighth month (the **relevant month**) before the month in which a payment is due to be made is not published on or before the fourteenth business day before the date on which such payment is due (the **date for payment**), the Index Figure applicable to the month in which the date for payment falls shall be (1) such substitute index figure (if any) as the Indexation Advisor (after consultation with the Issuer) considers to have been published by the United Kingdom Debt Management Office for the Bank of England, as the case may be, for the purposes of indexation of payments on the Reference Gilt or, failing such publication, on any one or more issues of index-linked Treasury Stock selected by the Indexation Advisor (and approved by the Issuer (acting solely on the advice of the Indexation Advisor)) or (2) if no such determination is made by such Indexation Advisor within seven days, the Index Figure last published (or, if later, the substitute index figure last determined pursuant to Condition 5.3(iii)(3)(B)(i)) before the date for payment).

(iii) **Delay in publication of Index if sub-paragraph (ii) and/or (iii) of the definition of Index Figure is applicable**: If the Index Figure relating to any month (the **calculation month**) which is required to be taken into account for the purposes of the determination of the Index Figure for any date is not published on or before the fourteenth business day before the

date on which such payment is due (the **date for payment**), the Index Figure applicable for the relevant calculation month shall be (1) such substitute index figure (if any) as the Indexation Advisor (after consultation with the Issuer) considers to have been published by the United Kingdom Debt Management Office or the Bank of England, as the case may be, for the purposes of indexation of payments on the Reference Gilt or, failing such publication, on any one or more issues of index-linked Treasury Stock selected by the Indexation Advisor (and approved by the Issuer (acting solely on the advice of the Indexation Advisor)) or (2) if no such determination is made by such Indexation Advisor within seven days, the Index Figure last published (or, if later, the substitute index figure last determined pursuant to Condition 5.3(iii)(3)(B)(i)) before the date for payment).

(C) **Application of Changes**

Where the provisions of Condition 5.3(iii)(3)(B)(ii) or (iii) apply, the determination of the Indexation Advisor as to the Index Figure applicable to the month in which the date for payment falls or the date for payment, as the case may be, shall be conclusive and binding. If, an Index Figure having been applied pursuant to Condition 5.3(iii)(3)(B)(ii)(2) or Condition 5.3(iii)(3)(B)(iii)(2), the Index Figure relating to the relevant month or relevant calculation month, as the case may be, is subsequently published while any Inflation Linked Notes are still outstanding, then:

(i) in relation to a payment of principal or interest in respect of such Inflation Linked Notes other than upon final redemption of such Inflation Linked Notes, the principal or interest (as the case may be) next payable after the date of such subsequent publication shall be increased or reduced, as the case may be, by an amount equal to the shortfall or excess, as the case may be, of the amount of the relevant payment made on the basis of the Index Figure applicable by virtue of Condition 5.3(iii)(3)(B)(ii) or Condition 5.3(iii)(3)(B)(iii)(2) below or above the amount of the relevant payment that would have been due if the Index Figure subsequently published had been published on or before the fourteenth business day before the date for payment; and

(ii) in relation to a payment of principal or interest upon final redemption, no subsequent adjustment to amounts paid will be made.

(D) **Cessation of or Fundamental Changes to the Index**

(i) If (1) the Issuer has been notified by the Calculation Agent that the Index has ceased to be published or (2) any change is made to the coverage or the basic calculation of the Index which constitutes a fundamental change which would, in the reasonable opinion of the Indexation Advisor (after consultation with the Issuer) be materially prejudicial to the interests of the Issuer, or the Indexation Advisor (after consultation with the Issuer), be materially prejudicial to the interests of the Noteholders, the Indexation Advisor (after consultation with the Issuer) shall make for the purpose of the Inflation Linked Notes one or more adjustments to the Index or a

substitute index (with or without adjustments) with the intention that the same should leave the Issuer and the Noteholders in no better and no worse position than they would have been had the Index not ceased to be published or the relevant fundamental change not been made.

(ii) The Index shall be adjusted or replaced by a substitute index as determined by the Indexation Advisor (after consultation with the Issuer), and references in these Conditions to the Index and to any Index Figure shall be deemed amended in such manner as the Indexation Advisor (after consultation with the Issuer) deem are appropriate to give effect to such adjustment or replacement. Such amendments shall be effective from the date of such notification and binding upon the Issuer and the Noteholders, and the Issuer shall give notice to the Noteholders in accordance with Condition 14 of such amendments as promptly as practicable following such notification.

5.4 **Fixed/Floating Rate Notes**: Fixed/Floating Rate Notes may bear interest at a rate (i) that the Issuer may elect to convert on the dates set out in the Final Terms from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate or (ii) that will automatically change from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate on the dates set out in the Final Terms.

5.5 **Dual Currency Notes/Reverse Dual Currency Notes:**

(a) *Dual Currency Notes*

Where Dual Currency Notes Provisions is specified in the relevant Final Terms as the manner in which the Interest Amount is to be determined, the Calculation Agent will, as soon as practicable after the time at which the Rate of Interest in respect of Fixed Rate Notes or Floating Rate Notes is to be determined in relation to each Interest Accrual Period, calculate the interest amount payable for such Interest Accrual Period in respect of each Note to which Dual Currency Note Provisions are applicable (the **Dual Currency Notes**) by applying the Rate of Interest (as determined in accordance with the provisions of the relevant Final Terms) to the Calculation Amount, multiplying such product by the applicable Day Count Fraction, applying the Rate of Exchange and rounding the resulting amount in the Equivalent Currency as set out in Condition 5.10 or otherwise in accordance with applicable market convention. Where the Nominal Amount of a Specified Denomination of a Note is divisible by more than one multiple of a Calculation Amount, the amount of interest payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each such multiple comprising the Specified Denomination without further rounding.

(b) *Reverse Dual Currency Notes*

Where Reverse Dual Currency Notes Provisions is specified in the relevant Final Terms as the manner in which the Interest Amount is to be determined, the Calculation Agent will, as soon as practicable after the time at which the Rate of Interest in respect of Fixed Rate Notes or Floating Rate Notes is to be determined in relation to each Interest Accrual Period, calculate the interest amount payable for such Interest Accrual Period in respect of each Note to which Reverse Dual Currency Note Provisions are applicable (the **Reverse Dual Currency Notes**) by applying the Rate of Interest (as determined in accordance with the

provisions of the relevant Final Terms) for the relevant Interest Accrual Period to the Equivalent Calculation Amount (as specified in the relevant Final Terms), multiplying such product by the relevant Day Count Fraction, applying the Rate of Exchange and rounding the resulting amount in the Specified Currency as set out in Condition 5.10 or otherwise in accordance with applicable market convention. Where the Nominal Amount of a Specified Denomination of a Note is divisible by more than one multiple of a Calculation Amount, the amount of interest payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each such multiple comprising the Specified Denomination without further rounding.

(c) For the purposes this Condition 5.5:

Business Day means for the purposes of this Condition a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the relevant currencies in the Business Centre(s) specified in the relevant Final Terms;

Equivalent Currency has the meaning given to it in the relevant Final Terms;

FX Determination Date means in respect of any Interest Payment Date, the date falling such number (if any) of Business Days specified in the Final Terms prior to the relevant Interest Payment Date;

FX Relevant Screen Page means the page, section or other part of a particular information service (including, but not limited to, Reuters and Bloomberg), as may be specified as the FX Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Rate of Exchange;

FX Relevant Time means for the purposes of this Condition, with respect to any Rate of Exchange Determination Date, the local time in such city(ies) specified in the relevant Final Terms or, if no time is specified, the local time as determined by the Calculation Agent; and

Rate of Exchange means:

(i) in respect of Dual Currency Notes, the rate of exchange for the Specified Currency/Equivalent Currency or in respect of Reverse Dual Currency Notes, the rate of exchange for the Equivalent Currency/Specified Currency, in each case as specified in the relevant Final Terms; or

(ii) in respect of Dual Currency Notes, the bid spot exchange rate for the Specified Currency/Equivalent Currency or in respect of Reverse Dual Currency Notes, bid spot exchange rate for the Equivalent Currency/Specified Currency, in each case which appears on the FX Relevant Screen Page at or around the FX Relevant Time on the FX Determination Date specified in the relevant Final Terms, as determined by the Calculation Agent.

If, for any reason, the Rate of Exchange is not available, the Calculation Agent shall request the office located in the Relevant Financial Centre of five Reference Banks to provide the Calculation Agent with its offered quotation for the Rate of Exchange at the Relevant Time on the FX Determination Date in question. The highest and lowest (or, in the event of equality, one of the highest and/or lowest) quotations so determined shall be disregarded by

the Calculation Agent for the purpose of determining the Rate of Exchange which shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent.

If for any reason, fewer than three quotations are provided to the Calculation Agent in accordance with the above paragraph, the Rate of Exchange will be determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercial and reasonable manner.

5.6 **Zero Coupon Notes**: If any Redemption Amount (as defined in Condition 6.10) or Instalment Amount (as defined in Condition 6.1) in respect of any Note which is non interest-bearing is not paid when due, interest shall accrue on the overdue amount at a rate per annum (expressed as a percentage per annum) equal to the Amortisation Yield defined in, or determined in accordance with the provisions of, the Final Terms or at such other rate as may be specified for this purpose in the Final Terms until the date on which, upon due presentation or surrender of the relevant Note or Certificate (if required), the relevant payment is made or, if earlier (except where presentation or surrender of the relevant Note or Certificate is not required as a precondition of payment), the seventh day after the date on which, the Fiscal Agent, the Registrar or the Transfer Agent, as the case may be, having received the funds required to make such payment, notice is given to the Holders of the Notes in accordance with Condition 14 that the Fiscal Agent or the Registrar and Transfer Agent, as the case may be, has received the required funds (except to the extent that there is failure in the subsequent payment thereof to the relevant Holder). The amount of any such interest shall be calculated in accordance with the provisions of Condition 5.10 as if the Interest Rate was the Amortisation Yield, the outstanding nominal amount was the overdue sum and the Day Count Fraction was as specified for this purpose in the Final Terms or, if not so specified, 30E/360 (as defined in Condition 5.1).

5.7 **Maximum or Minimum Rates of Interest**: If any Maximum or Minimum Rate of Interest is specified in the Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. Unless a higher rate is stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

5.8 **Accrual of Interest**

Interest shall accrue on the outstanding nominal amount of each Note during each Interest Accrual Period from the Interest Commencement Date. Interest will cease to accrue as from the due date for redemption (or, in the case of an Instalment Note, in respect of each instalment of principal, on the due date for payment of the relevant Instalment Amount) unless, upon due presentation or surrender thereof (if required), payment in full of the Redemption Amount (as defined in Condition 6.10) or the relevant Instalment Amount is improperly withheld or refused or default is otherwise made in the payment thereof in which case interest shall continue to accrue on the nominal amount in respect of which payment has been improperly withheld or refused or default has been made (as well after as before any demand or judgment) at the Rate of Interest then applicable or such other rate as may be specified for this purpose in the Final Terms until the date on which, upon due presentation or surrender of the relevant Note or Certificate (if required), the relevant payment is made or, if earlier (except where presentation or surrender of the relevant Certificate is not required as a precondition of payment), the seventh day after the date on which the Fiscal Agent, the Registrar or, as the case may be, the Transfer Agent having received the funds required to make such payment, notice is given to the Holders of the Notes in accordance with Condition 14 that the Fiscal Agent, the Registrar or, as the case may be, the Transfer Agent has received the required funds (except to the extent that there is failure in the subsequent payment thereof to the relevant Holder).

5.9 **Interest Amount(s), Calculation Agent and Indexation Advisor**

(i) If a Calculation Agent is specified in the Final Terms, the Calculation Agent, as soon as practicable after the Relevant Time on each Interest Determination Date (or such other time on such date as the Calculation Agent may be required to calculate any Final Redemption Amount, Early Redemption Amount, or Instalment Amount, obtain any quote or make any determination or calculation) will determine the Rate of Interest and calculate the amount(s) of interest payable (the **Interest Amount(s)**) for the relevant Interest Accrual Period, calculate the Redemption Amount or Instalment Amount, obtain such quote or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date or, as the case may be, the Redemption Amount or any Instalment Amount, to be notified to the Fiscal Agent, each of the Paying Agents, the Registrar or any Transfer Agent (in the case of Registered Notes), the Issuer, the Holders in accordance with Condition 14 and, if the Notes are listed on a stock exchange and the rules of such stock exchange so require, such stock exchange, as soon as possible after their determination or calculation but in no event later than the fourth London Banking Day thereafter or, if earlier in the case of notification to the stock exchange, the time required by the rules of the relevant stock exchange.

(ii) The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements be made by way of adjustment) without notice in the event of an extension or shortening of an Interest Accrual Period or the Interest Period. If the Notes become due and payable under Condition 7, the Rate of Interest and the accrued interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of each Rate of Interest, Interest Amount, Final Redemption Amount, Early Redemption Amount, and Instalment Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon the Issuer and the Holders and neither the Calculation Agent nor any Reference Bank shall have any liability to the Holders in respect of any determination, calculation, quote or rate made or provided by it.

(iii) If an Indexation Advisor is specified in the Final Terms, it will as soon as practicable, when required, determine the relevant Reference Gilt and such other determinations required of it pursuant to the Conditions and notify the Issuer, the Fiscal Agent and the Calculation Agent thereof, and the Fiscal Agent shall cause such Reference Gilt and/or other determinations to be notified to the Noteholders in accordance with Condition 14 and, if the Notes are listed on a stock exchange and the rules of such stock exchange so require, such stock exchange, as soon as possible after their determination or calculation but in no event later than the fourth London Banking Day thereafter or, if earlier in the case of notification to the stock exchange, the time required by the rules of the relevant stock exchange.

(iv) The Issuer will procure that there shall at all times be a Calculation Agent and/or an Indexation Advisor, if provision is made therefore in the Terms and Conditions and for so long as any Note is outstanding.

(v) If the Calculation Agent is incapable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for any Interest Accrual Period or to calculate the Interest Amounts or any other requirements or the Indexation Advisor fails to determine the

relevant Reference Gilt, the Issuer will appoint the London office of a leading bank engaged in the London interbank market to act as such in its place. The Issuer will inform Holders of such appointment in accordance with Condition 14. Neither the Calculation Agent nor the Indexation Advisor may resign its duties without a successor having been appointed as aforesaid.

5.10 **Calculations and Adjustments**

(i) Subject in respect of Dual Currency Notes or Reverse Dual Currency Notes to the provisions in respect of Dual Currency Notes or Reverse Dual Currency Notes, the amount of interest payable shall be calculated in respect of any period by applying the Rate of Interest to the Calculation Amount and multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure as set out below or otherwise in accordance with applicable market convention. Where the Nominal Amount of a Specified Denomination of a Note is divisible by more than one multiple of a Calculation Amount, the amount of interest payable in respect of such Note shall be the aggregate of the amounts (determined in the manner provided above) for each such multiple comprising the Specified Denomination without further rounding.

(ii) Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period will be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.

(iii) For the purposes of any calculations referred to in these Terms and Conditions, (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States Dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards, and (e) all Euro amounts will be rounded to the nearest cent, being Euro 0.01, with Euro 0.005 being rounded upwards.

6. REDEMPTION AND PURCHASE

Redemption at Maturity

6.1 Unless previously redeemed, or purchased and cancelled, each Note shall be redeemed at its final redemption amount (the **Final Redemption Amount**) (which shall be its outstanding nominal amount or such other redemption amount as may be specified in accordance with the Final Terms) (or, in the case of Instalment Notes, in such number of instalments and in such amounts (**Instalment Amounts**) as may be specified in the Final Terms (or, in the case of Inflation Linked Notes, the Final Terms and Condition 6.7, or in the case of Dual Currency Notes or Reverse Dual Currency Notes, the Final Terms, subject to Condition 6.15)) on the date or dates (or, in the case of Notes which bear interest at a floating rate of interest, on the date or dates upon which interest is payable) specified as the Maturity Date (the **Maturity Date**) in the Final Terms.

Early Redemption for Taxation Reasons

6.2 The Notes of any Series may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice (ending, in the case of Notes which bear interest at a floating rate, on an Interest Payment Date) to the Holders of the Notes (which notice shall be irrevocable) at their early tax redemption amount (the **Early Redemption Amount (Tax)**) (which shall be the outstanding nominal amount or, in the case of any Notes which are non interest-bearing, the Amortised Face Amount (as defined in Condition 6.11) or such other fixed amount as may be specified in the relevant Final Terms), together with interest accrued (if any) to the date fixed for redemption, if the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8: (i) as a result of any change in, or amendment to, the laws or regulations of the Republic of France or any political subdivision or any authority thereof or therein having power to tax, (ii) in the event the Issuer becomes subject to any other taxing jurisdiction referred to in Condition 8 and/or any change in, or amendment to, the laws or regulations of such taxing jurisdiction or any political sub-division or any authority thereof or therein having power to tax, or (iii) as a result of any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which event, change or amendment becomes effective on or after the date of issue of the Notes of the relevant Series, **provided however that** no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due.

The Notes of any Series must be redeemed in whole, but not in part, notwithstanding the undertaking to pay additional amounts contained in Condition 8, on giving not less than seven days' prior notice (ending, in the case of Notes which bear interest at a floating rate, on an Interest Payment Date) to the Holders of the Notes (which notice shall be irrevocable) at their early mandatory tax redemption amount (also the **Early Redemption Amount (Tax)**) (which shall be the outstanding nominal amount or, in the case of any Notes which are non interest-bearing, the Amortised Face Amount, or such other fixed amount as may be specified in the relevant Final Terms) together with interest accrued to the date fixed for redemption, if the Issuer is, on the next payment of principal or interest in respect of the Notes, prevented by French law and/or the law of any other taxing jurisdiction to which it becomes subject, as the case may be, from making payment to the Holders of the Notes of the full amount then due and payable, **provided that** the due date for redemption of which notice hereunder shall be given, shall be the latest practicable date on which the Issuer could make payment without withholding for French (and/or, as the case may be, such other taxing jurisdiction) taxes or, if such date is past, as soon as practicable thereafter.

The Issuer may not exercise the option to redeem for taxation reasons referred to above in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under Condition 6.6.

Optional Early Redemption (Issuer Call)

6.3 If this Condition 6.3 is specified in the Final Terms as being applicable then the Issuer may, having given the appropriate notice and, subject to such conditions as may be specified in the Final Terms, redeem all (but not, unless and to the extent that the Final Terms specifies otherwise, some only) of the Notes of the relevant Series at their call early redemption amount (the **Early Redemption Amount (Call)**) (which shall be their outstanding nominal amount or, in the case of Notes which are non-interest bearing, their Amortised Face Amount (as defined in Condition 6.11) or such other

fixed amount as may be specified in, or determined in accordance with the provisions of, the Final Terms), together with accrued interest (if any) thereon on the date specified in such notice.

The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under Condition 6.6.

6.4 The appropriate notice referred to in Condition 6.3 is a notice given by the Issuer to the Holders of the Notes of the relevant Series in accordance with Condition 14, which notice shall be irrevocable and shall specify:

(a) the Series of Notes subject to redemption;

(b) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate nominal amount of and (except in the case of a Temporary Global Note or Permanent Global Note) the serial numbers of the Notes of the relevant Series which are to be redeemed;

(c) the due date for such redemption (**Call Option Date(s)**), which shall be not less than 30 days nor more than 60 days after the date on which such notice is given (the **Option Exercise Date**) and which shall be such date or the next of such dates or a day falling within such period (**Call Option Period**), as may be specified in the Final Terms and which is, in the case of Notes which bear interest at a floating rate, a date upon which interest is payable; and

(d) the Early Redemption Amount (Call) at which such Notes are to be redeemed.

Partial Redemption

6.5 If the Notes of a Series are to be redeemed in part only on any date in accordance with Condition 6.3:

(a) in the case of Bearer Notes, the Notes to be redeemed shall be drawn by lot in such European city as the Fiscal Agent may specify, or identified in such other manner or in such other place as the Fiscal Agent may approve and deem appropriate and fair in the circumstances; and

(b) in the case of Registered Notes, the Notes shall be redeemed (so far as may be practicable) *pro rata* to their nominal amounts, **provided always that** the amount redeemed in respect of each Note shall be equal to the minimum denomination thereof or an integral multiple thereof,

subject always to compliance with all applicable laws and the requirements of any stock exchange on which the relevant Notes may be listed.

In the case of the redemption of part only of a Registered Note, a new Registered Note in respect of the unredeemed balance shall be issued in accordance with Conditions 2.4 to 2.10 which shall apply as in the case of a transfer of Registered Notes as if such new Registered Note were in respect of the untransferred balance.

Optional Early Redemption (Investor Put)

6.6 If this Condition 6.6 is specified in the Final Terms as being applicable, then the Issuer shall, upon the exercise of the relevant option by the Holder of any Note of the relevant Series, redeem such Note on the date specified in the relevant Put Notice (as defined below) at its put early redemption amount (the **Early Redemption Amount (Put)**) (which shall be its outstanding nominal amount or, if such Note is a Zero Coupon Note, its Amortised Face Amount (as defined in Condition 6.11 or such other fixed amount as may be specified in the provisions of, the Final Terms), together with accrued interest (if any) thereon to the date fixed for redemption. In order to exercise such option, the Holder must, not less than 45 days before the date on which such redemption is required to be made as specified in the Put Notice (which date shall be such date or the next of the dates (**Put Date(s)**) or a day falling within such period (**Put Period**) as may be specified in the Final Terms), deposit the relevant Note or Certificate representing such Notes (together, in the case of an interest-bearing Definitive Note, with all unmatured Coupons, Receipts and unexchanged Talons appertaining thereto other than any Coupon maturing on or before the date of redemption (failing which the provisions of Condition 9A.6 apply)) during normal business hours at the specified office of, in the case of a Bearer Note, any Paying Agent or, in the case of a Registered Note, the Registrar or any Transfer Agent together with a duly completed early redemption notice (**Put Notice**) in the form which is available from the specified office of any of the Paying Agents, the Registrar or, as the case may be, any Transfer Agent specifying, in the case of a Registered Note, the aggregate nominal amount in respect of which such option is exercised (which must be the minimum denomination specified in the Final Terms or an integral multiple thereof) (the date of such exercise being the **Option Exercise Date**). No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Fiscal Agency Agreement) without the prior consent of the Issuer.

In the case of the redemption of part only of a Registered Note, a new Certificate in respect of the unredeemed balance shall be issued in accordance with Conditions 2.4 to 2.9 which shall apply as in the case of a transfer of Registered Notes as if such new Certificate were in respect of the untransferred balance.

The holder of a Note may not exercise such option in respect of any Note which is the subject of a prior exercise by the Issuer of its option to redeem such Note under either Condition 6.2 or 6.3.

Redemption of Inflation Linked Notes

6.7 If so specified in the relevant Final Terms, the Final Redemption Amount in respect of Inflation Linked Notes will be determined by the Calculation Agent on the following basis:

(a) where the CPI or HICP is specified as the Index applicable in the Final Terms:

Final Redemption Amount = IIR x outstanding nominal amount of the Notes

IIR being for the purposes of this Condition the ratio determined on the fifth Business Day before the date set for redemption between (i) if the CPI is specified as the Index applicable in the Final Terms, the CPI Daily Inflation Reference Index, or (ii) if the HICP is specified as the Index applicable in the Final Terms, the HICP Daily Inflation Reference Index and the Base Reference specified in the relevant Final Terms.

(b) where the RPI is specified as the Index applicable in the Final Terms:

Final Redemption Amount = Inflation Index Ratio or the Limited Index Ratio, as the case may be, (as defined in Condition 5.3(iii)(3)(A)) x outstanding nominal amount of the Notes

(c) If so specified in the relevant Final Terms, where the Final Redemption Amount calculated pursuant to Condition 6.7(a) or (b) above is below par, the Notes will be redeemed at par.

Purchase of Notes

6.8 The Issuer may at any time purchase Notes in the open market or otherwise and at any price **provided that**, in the case of interest-bearing Definitive Notes, all unmatured Receipts and Coupons and unexchanged Talons appertaining thereto are purchased therewith subject to applicable laws and regulations. Notes so 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 Notes.

Cancellation of Redeemed and Purchased Notes

6.9 All unmatured Notes and Coupons and unexchanged Talons redeemed or purchased, otherwise than in the ordinary course of business of dealing in securities or as a nominee in accordance with this Condition 6, will (or, in respect of Notes purchased, may, in accordance with applicable laws and regulations) be cancelled forthwith and may not be reissued or resold.

Further Provisions Applicable to Redemption Amount and Instalment Amounts

6.10 References herein to **Redemption Amount** shall mean, as appropriate, the Final Redemption Amount, the final Instalment Amount, Early Redemption Amount (Tax), Early Redemption Amount (Call), Early Redemption Amount (Put) and Early Termination Amount or such other fixed amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the Final Terms.

6.11 In the case of any Note which is non interest-bearing, the **Amortised Face Amount** shall be an amount equal to the sum of:

(a) the Issue Price (expressed as a percentage of the nominal amount) specified in the Final Terms; and

(b) the product of the Amortisation Yield (compounded annually) being applied to the Issue Price from (and including) the Issue Date specified in the Final Terms to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of the Day Count Fraction (as defined in Condition 5.1) specified in the Final Terms for the purposes of this Condition 6.11.

6.12 In the case of any Zero Coupon Note, if any Redemption Amount (other than the Final Redemption Amount) is improperly withheld or refused or default is otherwise made in the payment thereof, the Amortised Face Amount shall be calculated as provided in Condition 6.11 but as if references in

subparagraph (b) to the date fixed for redemption or the date upon which such Note becomes due and repayable were replaced by references to the earlier of:

(a) the date on which, upon due presentation or surrender of the relevant Note or Certificate (if required), the relevant payment is made; and

(b) (except where presentation or surrender of the relevant Note or Certificate is not required as a precondition of payment) the seventh day after the date on which the Fiscal Agent or the Registrar, as the case may be, having received the funds required to make such payment, notice is given to the Holders of the Notes in accordance with Condition 14 of that circumstance (except to the extent that there is a failure in the subsequent payment thereof to the relevant Holder).

6.13 **Early Redemption of Inflation Linked Notes**

(i) If the relevant Final Terms provides that Condition 6.7(a) or (b) above shall apply in respect of Inflation Linked Notes, the Early Redemption Amount upon redemption of such Notes pursuant to Condition 6.2, Condition 6.3, Condition 6.5, Condition 6.6 and Condition 7 (for the purposes of this Condition 6.13, an Early Redemption Amount (Tax), Early Redemption Amount (Call), Early Redemption Amount (Put), Early Termination Amount and/or a final Instalment Amount each constituting an **Early Redemption Amount**) will be calculated on the following basis:

(a) where the CPI or HICP is specified as the Index applicable in the Final Terms:

Early Redemption Amount = IIR x outstanding nominal amount of the Notes

IIR being for the purposes of this Condition the ratio determined on the fifth Business Day before the date set for redemption between (i) if the CPI is specified as the Index applicable in the Final Terms, the CPI Daily Inflation Reference Index, or (ii) if the HICP is specified as the Index applicable in the Final Terms, the HICP Daily Inflation Reference Index, in each case on the date set for redemption, and the Base Reference specified in the relevant Final Terms.

(b) where the RPI is specified as the Index applicable in the Final Terms:

Early Redemption Amount = Inflation Index Ratio or the Limited Index Ratio, as the case may be, (as defined in Condition 5.3(iii)(3)(A)) x outstanding nominal amount of the Notes

(c) If the relevant Final Terms specify that Condition 6.7(c) applies and the Early Redemption Amount (as defined in Condition 6.13(i)) calculated pursuant to Condition 6.13(a) or (b) above is below par, the Notes will be redeemed at par.

(ii) If the Inflation Linked Notes (whether or not Condition 6.7 above applies) fail to be redeemed for whatever reason before the Maturity Date, the Issuer will pay the Early Redemption Amount together with interest accrued to the date set for redemption. Such accrued interest will be calculated by the Calculation Agent in respect of the period from, and including the immediately preceding Interest Payment Date or, as the case may be, the Interest Commencement Date to, but excluding, the date set for redemption of such Notes at

a rate per annum on the basis of the provisions of Condition 5.3(iii) above except that, for such purposes the relevant Interest Determination Date shall be the fifth Business Day prior to the relevant date set for redemption.

6.14 **Early Redemption for RPI Reasons**

Where the RPI is specified as the Index applicable in the Final Terms: If either (i) the Index Figure for three consecutive months is required to be determined on the basis of an Index Figure previously published as provided in Condition 5.3(iii)(3)(B)(ii)(2) and the Issuer has been notified by the Calculation Agent that publication of the Index has ceased or (ii) notice is published by Her Majesty's Treasury, or on its behalf, following a change in relation to the Index, offering a right of redemption to the holders of the Reference Gilt, and (in either case) no amendment or substitution of the Index shall have been advised by the Indexation Advisor to the Issuer and such circumstances are continuing, the Issuer may, upon giving not more than 60 nor less than 30 days' notice to the Note holders in accordance with Condition 14, redeem all, but not some only, of the Notes at their outstanding nominal amount together with interest accrued but unpaid up to and including the date of redemption.

6.15 **Redemption of Dual Currency Notes or Reverse Dual Currency Notes**

In respect of Dual Currency Notes to which Dual Currency Redemption Provisions are specified as applicable in the Final Terms, any Redemption Amount (as defined in Condition 6.10) shall be calculated per Calculation Amount and converted into the Equivalent Currency at the Rate of Exchange specified in the relevant Final Terms. In respect of Respect of Reverse Dual Currency Notes to which Reverse Dual Currency Redemption Provisions are specified as applicable in the Final Terms, any Redemption Amount (as defined in Condition 6.10) shall be calculated per Equivalent Calculation Amount (as specified in the relevant Final Terms) and converted into the Specified Currency at the Rate of Exchange specified in the relevant Final Terms.

In relation to the Rate of Exchange, should the relevant Final Terms specify that the Rate of Exchange shall be the bid spot exchange rate for the Specified Currency/Equivalent Currency or in respect of Reverse Dual Currency Notes, bid spot exchange for the Equivalent Currency/Specified Currency, in each case, the Calculation Agent shall determine such rate in accordance with the provisions of Condition 5.5.

Each Dual Currency Note or Reverse Dual Currency Note may be redeemed at an amount below its Specified Denomination as specified in the relevant Final Terms.

7. **EVENTS OF DEFAULT**

If any of the following events (**Events of Default**) occurs and is continuing, the Holder of any Note of any Series may upon written notice to the Fiscal Agent declare such Note immediately repayable, whereupon it shall become immediately due and payable at its early termination amount (the **Early Termination Amount**) which shall be the outstanding nominal amount or, in the case of any Zero Coupon Note, the Amortised Face Amount, or such other fixed amount as may be specified in the relevant Final Terms together with any accrued interest, unless such Event of Default shall have been remedied before the receipt of such notice by the Fiscal Agent:

(a) any amount of principal of, or interest on, any Note of the relevant Series is not paid on the due date thereof and such default is not remedied within a period of 15 days from such due date; or

(b) any other obligation of the Issuer under the Notes of the relevant Series is not complied with or performed within a period of 30 days following written notification of such default given to the Fiscal Agent by the Holder of any Note of the relevant Series; or

(c) any indebtedness of the Issuer in respect of monies borrowed by the Issuer, other than the Notes of the relevant Series, in excess of Euro 100,000,000 or its equivalent in other currencies, is not paid when due or, as the case may be, following the expiry of any initial or extended grace period, or if any guarantee of such indebtedness of any person given by the Issuer is not honoured when called upon, or if any such indebtedness of, or guaranteed by, the Issuer shall have become repayable before the due date thereof as a result of acceleration of maturity caused by the occurrence of any event of default thereunder; unless in any such event the Issuer has disputed in good faith that such indebtedness is due or that such guarantee is callable, and such dispute has been submitted to a competent court, in which event such default shall not constitute an Event of Default hereunder so long as such default shall not have been finally adjudicated; or

(d) the Issuer is dissolved or all or substantially all of its assets are transferred to another entity prior to the repayment in full of the Notes of the relevant Series unless (i) all or substantially all of its assets shall be transferred to and all or substantially all of its debts and liabilities shall be assumed, whether expressly by contract, by operation of applicable law or otherwise, by (A) the French State, another *établissement public, exploitant public* or *collectivité territoriale* or (B) a French entity which continues to carry on the activities of the Issuer, which is controlled by the French State or by one or more *établissements publics, exploitants publics* or *collectivités territoriales* or (C) a French company, the creditworthiness of which is not materially less than that of the Issuer immediately prior to such transfer or (ii) in any other case, the obligations and liabilities of the Issuer under the Notes are unconditionally guaranteed by the French State or by an *établissement public*, an *exploitant public* or a *collectivité territoriale*.

8. TAXATION

All payments of principal and interest in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the Republic of France or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as will result in the receipt by the Holders of the Notes of such amounts as would have been received by them if no such withholding or deduction had been required, except that no such additional amounts shall be payable in respect of any Note or Coupon:

(a) presented for payment by a Holder (or by a third party on behalf of a Holder) which is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of its having some connection with the Republic of France other than the mere holding of such Note or Coupon; or

(b) presented for payment more than 30 days after the Relevant Date except to the extent that the relevant Holder would have been entitled to such additional amounts if it had presented such Note or Coupon on the last day of such period of 30 days; or

(c) (except in the case of Registered Notes) presented for payment by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

In these Terms and Conditions, **Relevant Date** means in respect of any payment, whichever is the later of (a) the date on which the payment in question first becomes due and payable and (b) if the full amount payable has not been received by the Fiscal Agent on or prior to such due date, the first date on which (the full amount having been so received) notice to that effect has been given to the Holders of the Notes in accordance with Condition 14.

Any reference in these Terms and Conditions to principal or interest in respect of the Notes shall be deemed to include any additional amounts in respect of principal or interest (as the case may be) which may be payable under this Condition 8. Unless the context otherwise requires, any reference in these Terms and Conditions to "principal" shall include any premium payable in respect of a Note, any Instalment Amount or Redemption Amount and any other amounts in the nature of principal payable pursuant to the Terms and Conditions and "interest" shall include all amounts payable pursuant to Condition 5 and any other amounts in the nature of interest payable pursuant to these Terms and Conditions.

If the Issuer becomes subject at any time to any taxing jurisdiction other than the Republic of France, references in these Terms and Conditions to the Republic of France shall be construed as references to the Republic of France and/or such other jurisdiction.

9. PAYMENTS

9A Payments — Bearer Notes

9A.1 This Condition 9A is applicable in relation to Notes in bearer form.

9A.2 Payment of amounts (other than interest) due in respect of Bearer Notes will be made against presentation and (save in the case of partial payment or payment of an Instalment Amount (other than the final Instalment Amount)) surrender of the relevant Bearer Notes at the specified office of any of the Paying Agents.

Payment of Instalment Amounts (other than the final Instalment Amount) in respect of an Instalment Note will be made against presentation of the Note together with (where applicable) the relevant Receipt and surrender of such Receipt.

The Receipts are not and shall not in any circumstances be deemed to be documents of title and if separated from the Note to which they relate will not represent any obligation of the Issuer. Accordingly, the presentation of a Note without the relative Receipt or the presentation of a Receipt without the Note to which it appertains shall not entitle the Holder to any payment in respect of the relevant Instalment Amount.

9A.3 Payment of amounts in respect of interest on Bearer Notes will be made:

(a) in the case of Notes without Coupons attached thereto at the time of their initial delivery, against presentation of the relevant Notes at the specified office of any of the Paying Agents outside (unless Condition 9A.4 applies) the United States; and

(b) in the case of Notes delivered with Coupons attached thereto at the time of their initial delivery, against surrender of the relevant Coupons or, in the case of interest due otherwise than on a scheduled date for the payment of interest, against presentation of the relevant Notes, in either case at the specified office of any of the Paying Agents outside (unless Condition 9A.4 applies) the United States.

9A.4 In respect of Notes denominated in U.S. dollars, payments of amounts due in respect of interest on the Notes and exchanges of Talons for Coupon sheets in accordance with Condition 9A.7 will not be made at the specified office of any Paying Agent in the United States (as defined in the United States Internal Revenue Code and Regulations thereunder) unless (a) payment in full of amounts due in respect of interest on such Notes when due or, as the case may be, the exchange of Talons at all the specified offices of the Paying Agents outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions and (b) such payment or exchange is permitted by applicable United States law without involving, in the opinion of the Issuer, any adverse tax consequences to the Issuer. If paragraphs (a) and (b) of the previous sentence apply, the Issuer shall forthwith appoint a further Paying Agent with a specified office in New York City.

9A.5 If the due date for payment of any amount due in respect of any Note is not a Relevant Financial Centre Day and a Local Banking Day (each as defined in Condition 9C.3), then the Holder thereof will not be entitled to payment thereof until the next day which is such a day, (or as otherwise specified in the Final Terms) and from such day and thereafter will be entitled to receive payment by cheque on any Local Banking Day, and will be entitled to payment by transfer to a designated account on any day which is a Local Banking Day, a Relevant Financial Centre Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such delay or adjustment unless there is a subsequent failure to pay in accordance with these Terms and Conditions, in which event interest shall continue to accrue as provided in Condition 5.7 or, if appropriate, Condition 5.10.

9A.6 Each Note initially delivered with Coupons, Talons or Receipts attached thereto should be presented and, save in the case of partial payment of the Redemption Amount, surrendered for final redemption together with all unmatured Receipts, Coupons and Talons relating thereto, failing which:

(a) if the Final Terms specify that this paragraph (a) of Condition 9A.6 is applicable (and, in the absence of specification, this paragraph (a) shall apply to Notes which bear interest at a fixed rate or rates or in fixed amounts) and subject as hereinafter provided, the amount of any missing unmatured Coupons (or, in the case of a payment not being made in full, that proportion of the amount of such missing Coupon which the Redemption Amount paid bears to the total Redemption Amount due) (excluding, for this purpose, but without prejudice to paragraph (c) below, Talons) will be deducted from the amount otherwise payable on such final redemption, the amount so deducted being payable against surrender of the relevant Coupon at the specified office of any of the Paying Agents at any time within ten years of the Relevant Date applicable to payment of such Redemption Amount;

(b) if the Final Terms specify that this paragraph (b) of Condition 9A.6 is applicable (and, in the absence of specification, this paragraph (b) shall apply to Notes which bear interest at a floating rate or rates or in variable amounts), all unmatured Coupons (excluding, for this purpose, but without prejudice to paragraph (c) below, Talons) relating to such Notes (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them;

(c) in the case of Notes initially delivered with Talons attached thereto, all unmatured Talons (whether or not surrendered therewith) shall become void and no exchange for Coupons shall be made thereafter in respect of them; and

(d) in the case of Notes initially delivered with Receipts attached thereto, all Receipts relating to such Notes in respect of a payment of an Instalment Amount which (but for such redemption) would have fallen due on a date after such due date for redemption (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them.

The provisions of paragraph (a) of this Condition 9A.6 notwithstanding, if any Notes should be issued with a maturity date and a Rate or Rates of Interest such that, on the presentation for payment of any such Note without any unmatured Coupons attached thereto or surrendered therewith, the amount required by paragraph (a) to be deducted would be greater than the Redemption Amount otherwise due for payment, then, upon the due date for redemption of any such Note, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the provisions of paragraph (a) in respect of such Coupons as have not so become void, the amount required by paragraph (a) to be deducted would not be greater than the Redemption Amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Note to become void, the relevant Paying Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

9A.7 In relation to Notes initially delivered with Talons attached thereto, on or after the due date for the payment of interest on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent outside (unless Condition 9A.4 applies) the United States in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 10 below. Each Talon shall, for the purpose of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

9B Payments — Registered Notes

9B.1 This Condition 9B is applicable in relation to Notes in registered form.

9B.2 Payment of the Redemption Amount (together with accrued interest) due in respect of Registered Notes will be made against presentation and, save in the case of partial payment of the Redemption Amount, surrender of the relevant Certificate at the specified office of the Registrar or any Transfer Agent. If the due date for payment of the Redemption Amount of any Registered Note is not a Relevant Financial Centre Day and a Local Banking Day (each as defined in Condition 9C.3), then the Holder thereof will not be entitled to payment thereof until the next day which is such a day, and from such day and thereafter will be entitled to receive payment by cheque on any Local Banking

Day, and, will be entitled to payment by transfer to a designated account on any day which is a Local Banking Day, a Relevant Financial Centre Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located, and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Terms and Conditions, in which event interest shall continue to accrue as provided in Condition 5.7 or, as appropriate, Condition 5.10.

9B.3 Payment of amounts (whether principal, interest or otherwise) due (other than the Redemption Amount) in respect of Registered Notes will be paid to the Holder thereof (or, in the case of joint Holders, the first-named) as appearing in the Register as at the close of business (local time in the place of the specified office of the Registrar) on the Clearing System Business Day before the due date for such payment (the **Record Date**) where **Clearing System Business Day** means a day on which each clearing system for which the Registered Note is being held is open for business.

9B.4 Notwithstanding the provisions of Condition 9C.2, payment of amounts (whether principal, interest or otherwise) due (other than the Redemption Amount) in respect of Registered Notes will be made in the currency in which such amount is due by cheque and posted to the address (as recorded in the Register) of the Holder thereof (or, in the case of joint Holders, the first-named) on the Relevant Banking Day (as defined in Condition 2.6) not later than the relevant due date for payment unless prior to the relevant Record Date the Holder thereof (or, in the case of joint Holders, the first-named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account denominated in the relevant currency in which case payment shall be made on the relevant due date for payment by transfer to such account. In the case of payment by transfer to an account, if the due date for any such payment is not a Relevant Financial Centre Day, then the Holder thereof will not be entitled to payment thereof until the first day thereafter which is a Relevant Financial Centre Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Terms and Conditions, in which event interest shall continue to accrue as provided in Condition 5.7 or, as appropriate, Condition 5.10.

9C Payments — General Provisions

9C.1 Save as otherwise specified in these Terms and Conditions, this Condition 9C is applicable in relation to Notes whether in bearer or registered form.

9C.2 Payments of amounts due (whether principal, interest or otherwise) in respect of Notes will be made in the currency in which such amount is due by cheque drawn or, at the option of the holder, by transfer to an account denominated in that currency with, a bank in the principal financial centre for that currency, or, in the case of Euro, in a city in which banks have access to the TARGET 2 system. Payments will, (a) without prejudice to the provisions of Condition 8, be subject in all cases to any applicable fiscal or other laws, regulations and directives and (b) to be subject to any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or (without prejudice to the provisions of Condition 8 (*Taxation*)) any law implementing an intergovernmental approach thereto.

9C.3 For the purposes of these Terms and Conditions:

(a) **Relevant Financial Centre Day** means, in the case of any currency other than Euro, a day on which commercial banks and foreign exchange markets settle payments in the Relevant Financial Centre and in any other Relevant Financial Centre specified in the Final Terms and, in the case of payment in Euro, on which the TARGET 2 system is operating credit or transfer instructions; and

(b) **Local Banking Day** means a day (other than a Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place of presentation of the relevant Note or, as the case may be, Coupon;

and, in the case of paragraphs (a) and (b) of this Condition 9C.3, as the same may be modified in the relevant Final Terms.

9C.4 No commissions or expenses shall be charged to the holders of Notes or Coupons in respect of such payments.

9D Payments — Euro Provisions

Where Redenomination is specified in the Final Terms as being applicable and, notwithstanding the provisions of Condition 13, the Issuer may, without the consent of the Holders of Receipts, Coupons or Talons on giving at least 30 days' prior notice to the Holders of Notes in accordance with Condition 14, designate a Redenomination Date.

With effect from the Redenomination Date:

(a) each Note and, in the case of a Note bearing interest at a fixed rate (hereafter, a **Fixed Rate Note**) each amount of interest specified in the Coupons shall (unless already so provided by mandatory provisions of applicable law) be deemed to be redenominated into such amount of Euro as is equivalent to its denomination in the relevant currency (as specified in the Final Terms) converted into Euro at the fixed rate for conversion of the relevant currency into Euro established by the Council of the European Union pursuant to Article 109(4) of the Treaty establishing the European Communities, as amended by the Treaty on European Union (the **Treaty**) (including compliance with rules relating to roundings in accordance with European Community regulations);

(b) all payments in respect of the Notes, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in Euro, as though references in the Notes to the relevant currency were to Euro. Such payments will be made in Euro by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the payee;

(c) where Exchangeability is specified in the Final Terms as being applicable, the Issuer may elect that the Notes shall be exchangeable for Notes expressed to be denominated in Euro in accordance with such arrangements as the Issuer may decide, after consultation with the Fiscal Agent, and as may be specified in the notice, including arrangements under which Coupons unmatured at the date so specified become void and replaced by new Coupons;

(d) if the Notes are Fixed Rate Notes and interest is required to be calculated for a period of less than one year, it will be calculated on an Actual/Actual — ICMA basis;

(e) if the Notes are Floating Rate Notes, any applicable changes to the provisions relating to interest will be specified in the Final Terms; and

(f) such other changes will be made to the Terms and Conditions of the Notes as the Issuer may decide, after consultation with the Fiscal Agent, to conform such Notes to conventions then applicable to instruments denominated in Euro. Any such other changes will not take effect until they have been notified to the Holders of Notes in accordance with Condition 14.

Neither the Issuer nor any Paying Agent will be liable to any Holder or other person for any commissions, costs, losses or expenses in relation to or resulting from the credit or transfer of Euro or any currency conversion or rounding effected in connection therewith.

As used in these Terms and Conditions:

Redenomination Date means a date which:

(i) in relation to interest-bearing Notes, shall be an Interest Payment Date;

(ii) is specified by the Issuer in the notice given to the Holders pursuant to this Condition 9D; and

(iii) falls on or after the date on which the country of the relevant currency participates in the third stage of European economic and monetary union pursuant to the Treaty.

10. PRESCRIPTION

10.1 Claims against the Issuer for payment of principal and interest in respect of Notes, Receipts and Coupons will be prescribed and become void unless made, in the case of principal, within ten years or, in the case of interest, five years after the Relevant Date (as defined in Condition 8) for payment thereof.

10.2 In relation to Definitive Notes initially delivered with Talons attached thereto, there shall not be included in any Coupon sheet issued upon exchange of a Talon any Coupon which would be void upon issue pursuant to Condition 9A.6 or the due date for the payment of which would fall after the due date for the redemption of the relevant Note or which would be void pursuant to this Condition 10 or any Talon the maturity date of which would fall after the due date for redemption of the relevant Note.

11. THE FISCAL AGENT, PAYING AGENTS, THE REGISTRAR, THE TRANSFER AGENTS, THE CALCULATION AGENT AND THE INDEXATION ADVISOR

11.1 The initial Fiscal Agent, Principal Paying Agent, Registrar, Transfer Agent, Calculation Agent and Paris Paying Agent and their initial specified offices are specified below. Any Indexation Advisor in respect of any Notes shall be specified in the Final Terms. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Fiscal Agent), the Registrar, any Transfer Agent, the Calculation Agent or any Indexation Advisor and to appoint additional or other Paying Agents, another Registrar, additional or other Transfer Agents, another

Calculation Agent or another Indexation Advisor **provided that** it will at all times maintain (a) a Fiscal Agent, (b) in the case of Registered Notes, a Registrar, (c) a Paying Agent (which may be the Fiscal Agent) (or in the case of Registered Notes, a Transfer Agent) (which may be the Registrar)) with a specified office in a continental European city other than in the jurisdiction of incorporation of the Issuer, (d) so long as the Notes are listed on Euronext Paris and/or any other stock exchange, a Paying Agent (which may be the Fiscal Agent) and a Registrar or Transfer Agent each with a specified office in Paris and/or in such other place as may be required by the rules of such other stock exchange, (e) in the circumstances described in Condition 9A.4, a Paying Agent with a specified office in New York City and (f) a Calculation Agent and an Indexation Advisor where required by the Terms and Conditions applicable to any Notes (in the case of (a), (b), (c) and (d) with a specified office located in such place (if any) as may be required by the Terms and Conditions). The Paying Agents, the Registrar, the Transfer Agents, the Calculation Agent and any Indexation Advisor reserve the right at any time to change their respective specified offices to some other specified office in the same city. Notice of all changes in the identities or specified offices of the Fiscal Agent, any Paying Agent, the Registrar, any Transfer Agent, the Calculation Agent or any Indexation Advisor will be given promptly by the Issuer to the Holders in accordance with Condition 14.

11.2 The Fiscal Agent, the Paying Agents, the Registrar, the Transfer Agents, the Calculation Agent and any Indexation Advisor act solely as agents of the Issuer and, save as provided in the Fiscal Agency Agreement or any other agreement entered into with respect to their appointment, do not assume any obligations towards or relationship of agency or trust for any Holder of any Note, Receipt or Coupon and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon it in the Fiscal Agency Agreement or other agreement entered into with respect to its appointment or incidental thereto.

12. REPLACEMENT OF BEARER NOTES, CERTIFICATES, RECEIPTS, COUPONS AND TALONS

If any Note, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent or any Paying Agents (in the case of Bearer Notes, Receipts, Coupons and Talons) or of the Registrar or any Transfer Agent (in the case of Registered Certificates) (each a **Replacement Agent**), subject to all applicable laws and the requirements of any stock exchange on which the Notes are listed, upon payment by the claimant of all expenses incurred in connection with such replacement and upon such terms as to evidence, security, indemnity and otherwise as the Issuer and the Replacement Agent may require. Mutilated or defaced Bearer Notes, Certificates, Receipts and Coupons or Talons must be surrendered before replacements will be delivered therefor.

13. MEETINGS OF HOLDERS AND MODIFICATION

Meetings of the Holders of Notes of any Series to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution (as defined in the Fiscal Agency Agreement) of these Terms and Conditions and the Deed of Covenant insofar as the same may apply to such Notes, shall be held in accordance with the terms of the Fiscal Agency Agreement. An Extraordinary Resolution passed at any meeting of the Holders of Notes of any Series will be binding on all Holders of the Notes of such Series, whether or not they are present at the meeting, and on all Holders of Coupons relating to Notes of such Series.

The Issuer may convene a meeting at any time, and shall be obliged to do so upon the request in writing of Holders holding not less than one tenth of the outstanding nominal amount of the Notes. Notices of a meeting (given in accordance with Condition 14 shall be of at least 21 days, specifying the date, time and place of the meeting. The notice shall set out, *inter alia*, the full text of any resolutions to be proposed. Extraordinary Resolutions are passed by a majority of not less than three quarters of the votes cast. Every question submitted to a meeting shall be decided in the first instance by a show of hands, where every voter shall have one vote, unless a poll is demanded by the chairman of the meeting, the Issuer or one or more voters representing or holding not less than one fiftieth of the outstanding nominal amount of the Notes. On a poll, every voter shall have one vote in respect of each integral unit of the Specified Currency of such Series of Notes so produced or represented by the voting certificate so produced or for which it is a proxy or representative. Written resolutions may be passed and shall have the same effect as if passed at a meeting. The quorum at any meeting shall be at least two voters representing or holding not less than a Relevant Fraction of the nominal amount of the Notes.

For the purposes of this Condition 13, **Relevant Fraction** means:

(a) for all business other than voting on an Extraordinary Resolution, one tenth;

(b) for voting on any Extraordinary Resolution other than one relating to a Reserved Matter (as defined below), one more than half; and

(c) for voting on any Extraordinary Resolution relating to a Reserved Matter, three quarters in each case, of the outstanding nominal amount of the Notes.

However, in the case of a meeting which has resumed after adjournment for want of a quorum, **Relevant Fraction** means: for all business other than voting on an Extraordinary Resolution relating to a Reserved Matter, the fraction of the outstanding nominal amount of the Notes represented or held by the voters actually present at the meeting; and for voting on any Extraordinary Resolution relating to a Reserved Matter, one quarter.

Reserved Matter means:

(a) any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity or the date for any such payment;

(b) to effect the exchange or substitution of the Notes for, or the conversion of the Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed;

(c) to change the currency in which amounts due in respect of the Notes are payable;

(d) to change the quorum required at any meeting or the majority required to pass an Extraordinary Resolution; or

(e) to amend this definition.

The Issuer may, with the consent of the Fiscal Agent or, in the case of Registered Notes, the Registrar, but without the consent of the Holders of the Notes of any Series or related Coupons, amend these Terms and Conditions and the Deed of Covenant insofar as they may apply to such Notes to correct a manifest error. Subject as aforesaid, no other modification may be made to these Terms and Conditions or to the Deed of Covenant except with the sanction of an Extraordinary Resolution.

14. NOTICES

To Holders of Bearer Notes

14.1 Notices to Holders of Bearer Notes will, save where another means of effective communication has been specified herein or in the Final Terms, be deemed to be validly given if: (a) published in a leading daily newspaper having general circulation in London (which is expected to be the *Financial Times*); and (b) in the case of any Notes which are listed on Euronext Paris (so long as such Notes are listed on Euronext Paris and the rules of that exchange so require) published in a leading daily newspaper having general circulation in Paris (which is expected to be *Les Echos*) or if such publication is not practicable, if published in a leading English language daily newspaper having general circulation in Europe, in each case published in a timely manner. The Issuer shall also ensure that notices are duly published in compliance with the requirements of each stock exchange on which the Notes are listed. Any notice so given will be deemed to have been validly given on the date of such publication (or, if published more than once or on different dates, on the date on which the first publication shall have been made). Holders of Coupons will be deemed for all purposes to have notice of the contents of any notice given to Holders of Bearer Notes in accordance with this Condition 14.

To Holders of Registered Notes

14.2 Notices to Holders of Registered Notes will be deemed to be validly given if sent by first class mail (or equivalent) or (if posted to an overseas address) by air mail to them (or, in the case of joint Holders, to the first-named in the Register) at their respective addresses as recorded in the Register, and will be deemed to have been validly given on the fourth weekday after the date of such mailing or, if posted from another country, on the fifth such day. With respect to Registered Notes listed on Euronext Paris, any notices to Holders must also be published in a leading daily newspaper having general circulation in Paris (which is expected to be *Les Echos*) and, in addition to the foregoing, will be deemed validly given only after the date of such publication, in each case published in a timely manner.

15. FURTHER ISSUES AND CONSOLIDATION

Further Issues

15.1 The Issuer may, from time to time without the consent of the Holders of any Notes or Coupons, create and issue further instruments, bonds or debentures having the same terms and conditions as such Notes in all respects (or in all respects except for the issue date, the amount of the first payment of interest, if any, on them and/or the denomination thereof) so as to be consolidated and form a single series with the Notes of any particular Series. For the purposes of French law, such further notes shall be assimilated (*assimilables*) to the Notes as regards their financial service.

Consolidation

15.2 The Issuer may also from time to time, without the consent of the Noteholders, consolidate the Notes with one or more issues of other notes or debentures (**Other Notes**) issued by it, whether or not originally issued in the relevant currency in which the Notes are denominated or Euro, **provided that** such Other Notes have been redenominated into Euro (if not originally denominated in Euro) and otherwise have, in respect of all periods subsequent to such consolidation, the same or substantially the same terms and conditions as the Notes. The relevant fiscal agency agreement(s) will be amended accordingly. The Fiscal Agent shall act as the consolidation agent (in such capacity, the **Consolidation Agent**).

16. CURRENCY INDEMNITY

The currency in which the Notes are denominated or, if different, payable, as specified in the Final Terms (the **Contractual Currency**), is the sole currency of account and payment for all sums payable by the Issuer in respect of the Notes, including damages. Any amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Holder of a Note or Coupon in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the Contractual Currency which such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount in the Contractual Currency expressed to be due to any Holder of a Note or Coupon in respect of such Note or Coupon, the Issuer shall indemnify such Holder against any loss sustained by such Holder as a result. In any event, the Issuer shall indemnify each such Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder of a Note or Coupon and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Notes or any judgment or order. Any such loss as aforesaid shall be deemed to constitute a loss suffered by the relevant Holder of a Note or Coupon and no proof or evidence of any actual loss will be required by the Issuer.

17. WAIVER AND REMEDIES

No failure to exercise, and no delay in exercising, on the part of the Holder of any Note, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right. Rights hereunder shall be in addition to all other rights provided by law. No notice or demand given in any case shall constitute a waiver of rights to take other action in the same, similar or other instances without such notice or demand.

18. GOVERNING LAW AND SUBMISSION TO JURISDICTION

18.1 The Notes, Certificates, Receipts, Coupons and Talons, the Fiscal Agency Agreement and the Deed of Covenant, and all non-contractual obligations arising from or connected with them, are governed by English law. No person shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of the Notes.

18.2 The Issuer irrevocably agrees for the benefit of the Holders of the Notes, Certificates, Receipts, Coupons and Talons that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Notes (respectively, **Proceedings** and **Disputes**) and, for such purposes, irrevocably submits to the jurisdiction of such courts.

18.3 The Issuer irrevocably waives any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agrees not to claim that any such court is not a convenient or appropriate forum.

18.4 The Issuer agrees that the process by which any proceedings in England are begun may be served on it by being delivered to TMF Corporate Services Limited whose address, at the date hereof, is 6 St Andrew Street, 5th Floor, London EC4A 3AE, as its agent in England to receive, for it and on its behalf, service of process in any Proceedings in England. If the appointment of the person mentioned in this Condition 18.4 ceases to be effective, the Issuer shall forthwith appoint a further person in England to accept service of process on its behalf in England and notify the name and address of such person to the Fiscal Agent. Nothing contained herein shall affect the right of any Holder of a Note to serve process in any other manner permitted by law.

18.5 The submission to the jurisdiction of the courts of England shall not (and shall not be construed so as to) limit the right of the Holders of the Notes or any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

18.6 The assets and properties of the Issuer cannot be subject to any attachment or other enforcement proceedings in the Republic of France.

Provisions Relating to the Notes whilst in Global Form

(A) Initial Issue of Notes

If the Global Notes (as defined below) are stated in the applicable Final Terms to be issued in new global form (**NGN**) form, they may be intended to be eligible collateral for Eurosystem monetary policy and the Global Notes will be delivered on or prior to the original issue date of the Tranche to a common safekeeper for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking, S.A. (**Clearstream**) (a **Common Safekeeper**). Depositing the Global Notes with the Common Safekeeper does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Global Notes which are issued in classic global form (**CGN**) may be delivered on or prior to the original issue date of the Tranche to a Common Depositary (as defined below).

If the Global Note is a CGN, upon the initial deposit of a Global Note with a common depositary for Euroclear and Clearstream (the **Common Depositary**), Euroclear or Clearstream will credit each subscriber with a principal amount of Notes equal to the principal amount thereof for which it has subscribed and paid and, in the case of Notes held through Euroclear France, the "*intermédiaires financiers habilités*" (French credit institutions or investment firms authorised to maintain securities accounts on behalf of their clients (each an **Approved Intermediary**)) who are entitled to such Notes according to the records of Euroclear France will credit each subscriber with a principal amount of Notes equal to the principal amount thereof for which it has subscribed and paid. If the Global Note is a NGN, the principal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream. The records of such clearing system shall be conclusive evidence of the principal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Notes that are initially deposited with the Common Depositary may also be credited to the accounts of subscribers with (if indicated in the relevant Final Terms) Euroclear France or other clearing systems through direct or indirect accounts with Euroclear or Clearstream held by Euroclear France or such other clearing systems. Conversely, Notes that are initially deposited with Euroclear France or any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Euroclear France or other clearing systems.

(B) Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, an Approved Intermediary or any other clearing system as the holder of a Note represented by a Global Note (which expression includes a Temporary Global Note and a Permanent Global Note) or a Global Note Certificate must look solely to Euroclear, Clearstream, such Approved Intermediary or such other clearing system (as the case may be) for such person's share of each payment made by the Issuer to the bearer of such Global Note (or the holder of the underlying Registered Notes, as the case may be), and in relation to all other rights arising under the Global Note or the Global Note Certificate subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Euroclear France or such clearing system (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Note Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note (or the registered

holder of the Global Note Certificate, as the case may be), in respect of each amount so paid. References in these provisions relating to the Notes in global form to "holder or accountholder" are to those persons shown in the records of the relevant clearing system or Approved Intermediary as a holder of a Note.

(C) Form and Exchange — Bearer Global Notes

(1) *TEFRA D or TEFRA C:* The Final Terms shall specify whether U.S. Treasury Regulation § 1.163-5(c)(2)(i)(D) (the **TEFRA D Rules**) or U.S. Treasury Regulation § l.163-5(c)(2)(i)(C) (the **TEFRA C Rules**) shall apply or whether TEFRA is not applicable. Each Tranche of Bearer Notes is represented upon issue by a temporary global Note (a **Temporary Global Note** and together with a **Permanent Global Note** (as defined below) a **Global Note**), unless the Final Terms specify otherwise and the TEFRA C Rules apply or the transaction is a transaction to which TEFRA is not applicable.

Where the Final Terms applicable to a Tranche of Bearer Notes specifies that the TEFRA C Rules apply or the transaction is a transaction to which TEFRA is not applicable, such Tranche is (unless otherwise specified in the Final Terms) represented upon issue by a Permanent Global Note.

Interests in a Temporary Global Note may be exchanged for:

(i) interests in a permanent global Note (a **Permanent Global Note**); or

(ii) if so specified in the Final Terms, definitive Notes in bearer form (**Definitive Notes**) and/or (if so specified in the Final Terms) Registered Notes.

Exchanges of interests in a Temporary Global Note for Definitive Notes or, as the case may be, a Permanent Global Note will be made only on or after the Exchange Date (as specified in the Final Terms) and (unless the Final Terms specify that the TEFRA C Rules are applicable to the Notes or TEFRA is not applicable) provided certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in substantially the form set out in the Temporary Global Note or in such other form as is customarily issued in such circumstances by the relevant clearing system) has been received. An exchange for Registered Notes will be made at any time or from such date as may be specified in the Final Terms, in each case, without any requirement for certification.

(2) *Limitation on entitlement under a Temporary Global Note after Exchange Date:* Holders of interests in any Temporary Global Note shall not (unless, upon due presentation of such Temporary Global Note for exchange (in whole but not in part only) for a Permanent Global Note or for delivery of Definitive Notes and/or Registered Notes, such exchange or delivery is improperly withheld or refused and such withholding or refusal is continuing at the relevant payment date) be entitled to receive any payment in respect of the Notes represented by such Temporary Global Note which falls due on or after the Exchange Date or be entitled to exercise any option on a date after the Exchange Date.

(3) *Certification of non-U.S. beneficial ownership:* Unless the Final Terms specify that the TEFRA C Rules are applicable to the Notes or that TEFRA is not applicable and, subject to paragraph (2) above, if any date on which a payment of interest is due on the Notes of a Tranche occurs whilst any of the Notes of that Tranche are represented by a Temporary Global Note, the related interest payment will be made on the Temporary Global Note only to the extent that certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in substantially the form set out in the Temporary Global Note or in such other form as is customarily issued in such circumstances by the relevant clearing system) has been received by Euroclear or Clearstream or any other relevant clearing system which may be specified in the Final Terms (including Euroclear France). Payments of amounts due in respect of a Permanent

Global Note or (subject to paragraph (2) above) a Temporary Global Note (if the Final Terms specify that the TEFRA C Rules are applicable to the Notes or that TEFRA is not applicable) will be made through Euroclear or Clearstream or any other relevant clearing system without any requirement for certification.

(4) *Exchange for Definitive Notes:* Interests in a Permanent Global Note will be exchanged (subject to the period allowed for delivery as set out in (i) below), in whole but not in part only and at the request of the Holder of such Global Note, for Definitive Notes and/or (if so specified in the Final Terms) Registered Notes (a) if Euroclear or Clearstream or any other relevant clearing system including Euroclear France is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business or (b) any of the circumstances described in Condition 7 occurs or (c) at any time on the request of the bearer, if so specified in the Final Terms, and in all cases free of charge to the Holder. Whenever a Permanent Global Note is to be exchanged for Definitive Notes and/or Registered Notes, the Issuer shall procure the prompt delivery of such Definitive Notes and/or Registered Notes, duly authenticated and where, and to the extent applicable, with Receipts and Coupons in respect of Instalment Amounts or interest that have not already been paid on the Permanent Global Note and Talons attached (each as defined in Condition 1.2 and Condition 1.3) in an aggregate nominal amount equal to the nominal amount of such Permanent Global Note to the Holder of the Permanent Global Note against its surrender at the specified office of the Fiscal Agent within (in the case of (a) and (b) above) 30 (and (in the case of (i) below 60) days of the Holder requesting such exchange. Furthermore, if:

(i) Definitive Notes have not been delivered in accordance with the foregoing by 5.00 p.m. (London time) on the thirtieth (and (in the case of (c) above sixtieth) day after the Holder has requested exchange; or

(ii) the Permanent Global Note (or any part thereof) has become due and payable in accordance with the Conditions or the date for final redemption of the Permanent Global Note has occurred and, in either case, payment in full of the Redemption Amount (as defined in Condition 6.9), together with all accrued interest thereon, has not been made to the Holder in accordance with the Conditions on the due date for payment,

then such Permanent Global Note (including the obligation to deliver Definitive and/or Registered Notes) will become void at 5.00 p.m. (London time) on such thirtieth (or, as the case may be, sixtieth) day (in the case of (i) above) or at 5.00 p.m. (London time) on such due date (in the case of (ii) above) and the Holder of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which such Holder or others may have under the Deed of Covenant). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream (or any other relevant clearing system) as being entitled to interests in the Notes will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Permanent Global Note became void, they had been the Holders of Definitive Notes in an aggregate nominal amount equal to the nominal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream or other relevant clearing system (as the case may be).

(D) Form and Exchange - Global Note Certificates

(1) *Global Certificate:* Registered Notes held in Euroclear and/or Clearstream (or other clearing system) will be represented by a Global Note Certificate which will be registered in the name of a nominee for, and deposited with, a depositary for Euroclear and/or Clearstream (or such other relevant clearing system).

(2) *Exchange:* The Global Note Certificate will become exchangeable in whole, but not in part, for Individual Note Certificates if: (a) Euroclear or Clearstream (or other relevant clearing system) is closed for business for a continuous period of 14 days (other than by reason of legal holidays) or announces an intention permanently to cease business; (b) any of the circumstances described in Condition 7 occurs; or (c) at any time at the request of the Registered Holder if so specified in the Final Terms.

Whenever the Global Note Certificate is to be exchanged for Individual Note Certificates, such will be issued in an aggregate nominal amount equal to the nominal amount of the Global Note Certificate within five business days of the delivery, by or on behalf of the registered Holder of the Global Note Certificate, to the Registrar or the Transfer Agent (as the case may be) of such information as is required to complete and deliver such Individual Note Certificates (including, without limitation, the names and addresses of the persons in whose names the Individual Note Certificates are to be registered and the nominal amount of each such person's holding) against the surrender of the Global Note Certificate at the specified office of the Registrar or the Transfer Agent (as the case may be). Such exchange will be effected in accordance with the provisions of the Fiscal Agency Agreement and the regulations concerning the transfer and registration of Notes scheduled thereto and, in particular, shall be effected without charge to any holder, but against such indemnity as the Registrar or the Transfer Agent (as the case may be) may require in respect of any tax or other duty of whatsoever nature which may be levied or imposed in connection with such exchange.

If: (a) Individual Note Certificates have not been issued and delivered by 5.00 p.m. (London time) on the thirtieth day after the date on which the same are due to be issued and delivered in accordance with the terms of the Global Note Certificate or (b) any of the Notes evidenced by the Global Note Certificate have become due and payable in accordance with the Conditions or the date for final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the registered Holder of the Global Note Certificate on the due date for payment in accordance with the terms of the Global Note Certificate, then the Global Note Certificate (including the obligation to deliver Individual Note Certificates) will become void at 5.00 p.m. (London time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (London time) on such due date (in the case of (b) above) and the Holder will have no further rights thereunder (but without prejudice to the rights which the Holder or others may have under the Deed of Covenant). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream (or other relevant clearing system) as being entitled to interests in the Notes will acquire directly against the Issuer all those rights to which they would have been entitled if, immediately before the Global Note Certificate became void, they had been the registered Holders of Notes in an aggregate nominal amount equal to the nominal amount of Notes they were shown as holding in the records of Euroclear, Clearstream or other relevant clearing system (as the case may be).

(E) Amendment to Conditions

The Temporary Global Notes, Permanent Global Notes and Global Note Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the Terms and Conditions of the Notes set out in this Base Prospectus. The following is a summary of certain of those provisions:

(1) *Meetings:* The Holder of a Global Note or the registered Holder of a Global Note Certificate shall (unless such Global Note or Global Note Certificate represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Holders and, at any such meeting, the Holder of a Global Note shall be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes. (All holders of Registered Notes

are entitled to one vote in respect of each integral currency unit of the Specified Currency of the Notes comprising such Holder's holding, whether or not represented by a Global Certificate).

(2) *Partial Redemption:* Any partial redemption will be reflected in the records of Euroclear and/or Clearstream (or other clearing system) as either a nominal reduction or as a pool factor.

(3) *Cancellation:* Cancellation of any Note represented by a Permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant Permanent Global Note.

(4) *Purchase:* Notes represented by a Global Note may only be purchased by the Issuer if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

(5) *Local Banking Day:* in the case of a Global Note or a Global Note Certificate, Relevant Financial Centre Day is applicable and Local Banking Day is not applicable for the purposes of Condition 9 and in respect of any payments.

(6) *Issuer's Option:* Any option of the Issuer provided for in the Conditions of the Notes while such Notes are represented by a Permanent Global Note shall be exercised by the Issuer giving notice to the Holders within the time limits set out in, and containing the information required by, the Conditions, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option, and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear, Clearstream, Euroclear France or any other clearing system (as the case may be).

(7) *Holders' Options:* Any option of the Holders provided for in the Conditions of any Notes while such Notes are represented by a Permanent Global Note may be exercised by the Holder of the Permanent Global Note giving notice to the Fiscal Agent within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Notes in respect of which the option has been exercised, and stating the nominal amount of Notes in respect of which the option is exercised and at the same time presenting the Permanent Global Note to the Fiscal Agent, or to a Paying Agent acting on behalf of the Fiscal Agent, for notation.

(8) *Record Date:* Payment of amounts (whether principal, interest or otherwise) due (other than the Redemption Amount) in respect of Global Note Certificates will be paid to the Holder thereof (or, in the case of joint Holders, the first-named) as appearing in the Register as at the close of business (local time in the place of the specified office of the Registrar) on the on the Clearing System Business Day before the due date for such payment (the **Record Date**) where **Clearing System Business Day** means a day on which each clearing system for which the Global Note Certificate is being held is open for business.

(9) *Notices:* So long as any Notes are represented by a Global Note or Global Note Certificate and such Global Note or Global Note Certificate is held on behalf of a clearing system, notices to the Holders of Notes of that Series may be given by delivery of the relevant notice to the clearing system for communication by it to entitled accountholders in substitution for publication as

required by the Conditions or by delivery of the relevant notice to the Holder of the Global Note or Global Note Certificate except that so long as the Notes are listed on Euronext Paris and the rules of that exchange so require, notice shall also be published in a leading newspaper having general circulation in Paris (which is expected to be *Les Echos*).

(F) Redenomination and Consolidation

A Global Note or Global Note Certificate may be amended or replaced by the Issuer (in such manner as it considers necessary) for the purposes of taking account of new additional denominations of the Notes following a redenomination of the Notes pursuant to Condition 9D.

On any consolidation of Notes with the Notes of any other Series, the Issuer may issue one or more replacement Global Notes or Global Note Certificates in exchange for the Global Notes or Global Note Certificates representing the Notes of the Series being consolidated.

Any consolidation may, in such circumstances, require a change in the relevant common depositary.

Use of Proceeds

The net proceeds of the issue of each Tranche of Notes will (as specified in the applicable Final Terms) be applied by the Issuer either

- to finance its general activities; or
- to finance investments in one or more of the Eligible Green Projects (as defined below) and further described in the SNCF Réseau Green Bond Framework available on the SNCF Réseau website http://www.sncf-reseau.fr/fr/finance-durable.

Eligible Green Projects include:

(i) investments related to maintenance, upgrades and energy efficiency of the rail system;

(ii) investments related to new rail lines and rail line extensions; and

(iii) other investments linked to global climate change challenges, and the protection of biodiversity and natural resources.

By reference to the Issue Date of any Tranche of Notes, Eligible Green Projects, will include both then new and ongoing projects in connection with which disbursements relating thereto may have been made in the two years prior to the issue of such Tranche of Notes or where disbursements relating thereto will be, and/or will continue to be, made on or after the Issue Date of such Tranche of Notes and expected to be disbursed completely prior to the maturity of such Tranche of Notes.

If required, the applicable Final Terms will specify in more detail the specific Eligible Green Project(s) related to any particular Tranche of Notes and any other relevant information such as whether or not any third party opinions and/or reviews will be made available in connection therewith and where and/or from whom opinions, reviews and other relevant information may be obtained and/or accessed. The Issuer expects the majority of the net proceeds to be allocated to the first two categories of Eligible Green Projects set out above. However, the inclusion of other investments linked to the protection or biodiversity and natural resources is essential to the Issuer's overall environmental and sustainability strategy.

If, in respect of any particular issue of Notes, there is any other particular identified use of proceeds, this will be stated in the applicable Final Terms.

Description of SNCF Réseau

The following description of the Issuer and the SNCF Group is based on the laws and regulations governing them in the current legal status as at the date of this Base Prospectus and which may change significantly as a result of the reorganisation that they are undergoing in the context of the latest rail reforms in France including to their legal status.

History and the Reform of Rail Transport in France

On 11 and 25 June 1996, the French Government presented a reform proposal to the French Parliament. The main purpose of the reform was to implement the provisions of European Directive no.91-440 in order to clarify the respective responsibilities and accounts of companies operating railway services and those which own and are responsible for the maintenance and management of railway infrastructure in France. The reform was implemented by the 1997 Act which was published on 15 February 1997 in the *Journal Officiel* (the **1997 Act**). The 1997 Act had retroactive effect as from 1 January 1997, from which date the rail operating company has been *Société Nationale des Chemins de fer Français* (**SNCF**) and the Issuer (as defined below) has been the owner and regulatory agency of the rail infrastructure.

The 1997 Act and the Decrees established the Issuer as an independent entity to own the French railway infrastructure, previously owned by SNCF. The railway reform had therefore separated ownership of the rail infrastructure (devolved to the Issuer) from its operation (devolved to SNCF). However, SNCF was until the Rail Reform Law (as defined below) responsible for managing and maintaining the infrastructure on behalf of the Issuer. The services to be provided by SNCF and the related fee arrangements were specified in an agreement between SNCF and the Issuer, which was renewed on an annual basis.

The fixed assets relating to railway infrastructure existing as at 1 January 1997 were transferred to the Issuer with effect from 1 January 1997. The infrastructure assets transferred were detailed in Decree no.97-445 of 5 May 1997 and principally included land and buildings, tracks, civil engineering structures and signalling, electrification and telecommunications equipment. From 1 January 1997, €20.5 billion worth of debt was transferred to the Issuer's opening balance sheet from SNCF, corresponding to the portion of debt contracted by SNCF as at that date, relating to infrastructure financing operations. Therefore €20.5 billion of a total debt of €30.3 billion at 31 December 1996 (including on and off-balance sheet items, after currency swaps) will be repaid by the Issuer, although SNCF remains the legal debtor in relation to its creditors. The Issuer has undertaken to pay SNCF instalment payments corresponding to its percentage of the total amount due on each relevant date, in accordance with SNCF's loan repayment schedule.

Law no. 2014-872 of 4 August 2014 relating to the latest railway reform in France at that time (the **Rail Reform Law**) was published in the *Journal Officiel* on 5 August 2014. The Rail Reform Law modified the structure of the French railway organisation which had been implemented as from 1 July 2015 when its implementing decrees (published in the *Journal Officiel* on 11 February 2015) entered into force and the safety certificates were granted, allowing the entities to carry out their rail functions.

The Rail Reform Law completely overhauled the French railway system as it stood at the time. Its objective was to improve the quality of public service, to ensure a high level of safety in the national railway system and to consolidate its financial equilibrium. It has profoundly transformed the system's organisation.

The SNCF group is undergoing a further reorganisation following the adoption of the latest French rail reform as described in section "*New French Railway Pact and Debt Retake*" below, including a change to the legal status of the members of the SNCF group as from 1st January 2020.

Within the national railway system, three inseparable State-owned corporations, SNCF, SNCF Réseau and SNCF Mobilités, form a public rail group.

- At the head of this rail public group, SNCF, a State-owned public entity (*Etablissement public à caractère industriel et commercia*l – EPIC), is responsible for strategic control and management, economic coherence, and the public rail group's industrial integration and social unity. SNCF Réseau (formerly Réseau Férre de France) and SNCF Mobilités (formerly SNCF) have been housed in a single group to ensure that infrastructure maintenance and traffic management take into account the constraints of operating rail services.

- SNCF Réseau houses the infrastructure manager functions of the national rail network, previously split between Réseau Ferré de France, SNCF Infra and DCF.

- SNCF Mobilités performs the full range of rail service operations previously performed by the incumbent, SNCF.

Since 1 January 2015, SNCF Réseau houses all infrastructure manager functions, combining SNCF Infra and the management of rail traffic (DCF). SNCF's governance takes the form of a Supervisory Board and a Management Board:

- The Supervisory Board lays down the SNCF group's key strategic, economic, social and technical policies, and ensures that the Management Board performs the tasks set for the group.

- The Management Board is tasked with supervising the operations of the SNCF group. It has the broadest powers to act on behalf of SNCF within the bounds of its corporate purpose.

SNCF Mobilités and SNCF Réseau each have a Board of Directors responsible for their governance. Directors are government officials, representatives of the relevant corporation and employee representatives in equal proportions.

This governance ensures the unity of the public rail group and the freedom of action of SNCF Réseau and SNCF Mobilités:

- **Unity,** as the Chairman and Deputy Chairman of the Management Board of SNCF, appointed by Order in the Council of Ministers, are respectively the Chairman of the Board of Directors of SNCF Mobilités and Chairman of the Board of Directors of SNCF Réseau. This institutes an organic link between the decision-making bodies of the three corporations. Furthermore, one-third of the directors of SNCF Réseau and SNCF Mobilités are representatives of SNCF. The governance bodies of the three corporations therefore work in concert.

- **Freedom of action**, as the Boards of Directors of SNCF Réseau and SNCF Mobilités are each able to make operational decisions within the scope of their responsibilities. The Rail Reform Law also provides specific guarantees of independence as regards the appointment of the Chairman of SNCF Réseau so as to ensure the Infrastructure Manager's full impartiality, in compliance with European regulations. Similarly, guarantees are in place to limit the circulation of information on issues relating to essential functions and to keep decision-making processes on these issues separate from those of the group's other components. A rail transport sector ethics committee is tasked with reviewing the compatibility of the former functions held by certain officers and personnel of SNCF Réseau with new functions within railway companies.

The main provisions of the decrees mentioned earlier relate to (i) the grouping within the Issuer of the projects hitherto carried out by SNCF Infrastructures and *Direction de la circulation ferroviaire* (the Railway Traffic Department); (ii) modification to the composition and roles of the Board of Directors of the Issuer and (iii) the detailing of the Issuer's financial and accounting management rules.

The Issuer: Legal status, corporate purpose and activities

Legal status of the Issuer

SNCF Réseau (the **Issuer**) is a State-owned public entity ("*Établissement public industriel et commercial*" or **EPIC**). It was established with retroactive effect from 1 January 1997 by the 1997 Act for the purpose of reorganising French rail transport.

Pursuant to the Rail Reform Law, Réseau Ferré de France was renamed "SNCF Réseau" as of 1 January 2015.

The Issuer is registered with the Paris Companies Registry under no. 412 280 737

The Issuer is subject to the rules applicable to industrial and commercial entities with respect to its finances and accounts. The Issuer's financial statements are prepared in accordance with French generally accepted accounting principles (*Plan Comptable Général*) and are audited by independent external auditors.

However, as for all State-owned EPICs, the Issuer is subject to the provisions of the law of 16 July 1980 on penalties handed down under administrative law and the enforcement of judgements on legal entities governed by public law. Article 1, paragraph 2 of the law provides that where a court orders a public entity to pay a sum of money, such sum must be authorised or paid by money order within two months of the public authority being notified of the court's decision. Where applicable, the competent public authorities source the necessary funds.

Moreover, court-ordered reorganisation and liquidation proceedings do not apply to EPICs. Article L.631-2 et L.640-2 of the French *Code de commerce* relating to court-ordered reorganisation and liquidation of businesses provides that court-ordered reorganisation may be imposed on any tradesperson, artisan or legal entity governed by private law, including French limited liability companies, but excludes all State-owned entities (governed by public law) from the Act's scope of application. France's Supreme Court (*Cour de Cassation)* has confirmed that the 1985 Act does not apply to entities governed by public law. As the Issuer was created by law, it may only be dissolved by an amending law transferring its rights and obligations to another public entity. In the context of the 2018 Rail Reform Law (as defined below), the Issuer should become subject to the legal provisions applicable to French limited liability companies.

The Issuer is fully controlled and owned by the French State via the *Agence des Participations de l'Etat*, its assets are in the *domaine public* and cannot be seized under French law.

Corporate purpose of the Issuer

The Issuer's corporate purpose, as specified in Article L. 2111-9 of the French *Code des transports*, as amended by Rail Reform Law, is to promote French rail transport within a sustainable development framework, by ensuring:

- the access to the national rail infrastructure including the allocation of capacity on, and tariffs for using, this infrastructure;

- operational management of traffic on the national railway;

- the maintenance, including upkeep for and renewing of the national rail infrastructure;
- the development, layout, consistency and enhancement of the national railway;
- the management of the services infrastructure which it owns and its enhancement.

Given safety requirements and the need for uninterrupted public service, SNCF manages rail traffic and the operation and maintenance of technical and safety equipment on behalf of the Issuer and in line with the Issuer's management principles and objectives. SNCF is paid by the Issuer for these services.

The Issuer performs a public sector mission and enjoys a natural monopoly with no risk of deregulation.

Decree no. 97-444 of 5 May 1997 sets out the methods and procedures to be adopted by the Issuer in performing its activities and when acting as prime contractor for investments in the national rail network (Article 3).

It also stipulates that:

- each year, the Issuer shall submit an investment plan to the French government, with details as to how this plan is to be financed (Article 4);
- the Issuer shall act as prime contractor or shall delegate such authority to SNCF for certain activities (Article 6). In order to ensure the safety of persons, SNCF shall be responsible for operating the network on behalf of the Issuer;
- the Issuer shall define the management principles and objectives relating to the operation and maintenance of technical and safety equipment for the French national rail network. The Issuer shall also define the principles and objectives for managing the network's rail traffic (Articles 7 and 11);
- the Issuer shall provide SNCF with the necessary facilities and equipment to carry out the above tasks (Article 12);
- SNCF shall use the French rail network to provide rail transport services (Article 13);
- the Issuer shall be responsible for managing the assets transferred to it as outright owner (Article 17).

In addition, under Decree no. 2003-194 of 7 March 2003 as amended by Decree no. 2006-1534 of 6 November 2006 in particular, the Issuer is responsible for allocating national rail network infrastructure capacity and for ensuring that all train operators that comply with regulatory requirements have equal access to the national rail network.

Agreements and main public procurement contracts

The Issuer is the sole beneficial owner of the French rail infrastructure and has sole responsibility for the management and development thereof. These tasks determine the public procurement contracts entered into by the Issuer.

The Issuer does not enter into any agreement that does not fall within the scope of its purpose.

Missions of the Issuer

The main missions the Issuer are as follows:

Traffic management

It is the Issuer's job to facilitate access to the network and to find the optimum balance between:

- Path profitability
- Meeting the transport demand for each line (major lines, regional lines, freight)
- Arranging timetable windows for maintenance

Increasing the attractiveness of the network

The Issuer is in charge of steering projects to operate and maintain the lines and equipment, as part of a multi-year agreement. The Issuer establish targets and management procedures by taking into account the need to avoid disruption to rail traffic, whilst at the same time endeavouring to manage cost.

Sustainable funding

The Issuer provides full funding for the programmes to renew its installation. As regards development projects, they are suitable financial backing in the aim of balancing the accounts.

Developing new railway lines

The plans to develop the network, from modernisation to the laying new lines, are born from:

- A desire to bring transport links to more areas
- An appreciation of economic requirements
- A philosophy of sustainable development for everyone

Optimising property assets

When it was created in 1997, the Issuer received a significant amount of real estate. This asset comprises all of the railway infrastructure as well as property that is not needed for operating the transport services.

Capital and external controls

Capital

As a State-owned public entity, SNCF Réseau does not have any share capital in the legal sense of the term. SNCF Réseau's capital at its date of incorporation amounted to €0.86 billion, corresponding to the difference in value between its assets and liabilities. From its incorporation until 2003, this amount was supplemented by yearly capital injections by the French State. At 31 December 2018, the cumulative amount of capital injections amounted to € 9.8 billion.

At 31 December 2018, total equity amounted to € 6.9 billion.

As a state owned public entity, SNCF Réseau has no shares and pays no dividends.

The public railway group and the Issuer's position within the group

The SNCF group is currently made up of three EPICs: SNCF, the Issuer and SNCF Mobilités, each fully owned by the French State via the *Agence des Participations de l'Etat*.

The Issuer has no capital link either with SNCF or SNCF Mobilités. Pursuant to Article L. 2102-4 of the French *Code des transports*, with regard to the Issuer, SNCF is entrusted with the same powers and duties that a holding company has with regard to its subsidiaries (pursuant to article L.233-1 of the French *Code de commerce*). SNCF's powers shall be exercised in compliance with the independence requirement in the decision-making and organizational process relating to the following missions of the Issuer (Article L. 2111-9 of the French *Code des transports*):

- ensure access to the railway infrastructure of the national railway network, including the allocation of the capabilities and the pricing of this infrastructure;
- ensure the operational management of traffic on the national railway network;
- ensure the maintenance, including servicing and renewal, of the infrastructure of the national railway network;
- ensure the development, planning, coherence and enhancement of the national railway network;
- ensure the management of the service facilities which it owns and their enhancement;

in order to ensure an equitable and non-discriminatory access to the infrastructure of the national railway network.

As of 31 December 2018, most of the Issuer's revenues come from the infrastructure fees paid by SNCF Mobilités for the use of the railway network.

The Issuer's consolidated subsidiaries are as follows:

- SFERIS, a company that carries out project works in France and provides expertise, 100% owned by the Issuer;
- EURAILSCOUT BV, an on-board track inspection and analysis company, 50% owned by the Issuer;
- CDG Express Etudes, a rail link project in France, between the Gare de l'Est in Paris and Paris-Charles-de-Gaulle Airport, 33% owned by the Issuer;
- ALTAMETRIS, a company in charge of industrialising and commercialising the acquisition, processing and valorisation of data by automated mobile vectors, mainly drones and satellites, 100% owned by the Issuer.

Performance contract and Golden Rule

Pursuant to the Rail Reform Law, measures for financing the rail system were introduced in order to:

- guarantee a high level of safety for persons and goods on the network;
- improve the quality of service offered to transport operators, particularly freight;

- facilitate the financial recovery of the Issuer: financial trajectory agreement that should cover, within a period of ten years from the effective date of the multi-year performance contract (*contrat pluriannuel de performance*), the full cost of the network and control the change in debt carried by the Issuer.

These measures were essentially implemented through:

- a multi-year performance contract (*contrat pluriannuel de performance*) (2017-2026) with the French State which was entered into between the French State and the Issuer on 20 April 2017 (the **Agreement**).

- The "golden rule" principle which is contained in decree n°2017-443, dated 30 March 2017 (the **2017 Decree**).

The Agreement

On 20 April 2017, the three agreements between the French State and the public railway group have been signed. One framework agreement sets out the strategic directions of the group and two operating agreement set out the strategy of SNCF Réseau and SNCF Mobilités, in particular regarding their financial tracks.

The Agreement, approved by the board of directors of SNCF Réseau on 18 April 2017, was signed with the state on 20 April 2017. The Agreement, which may be updated every three years, is the equivalent of orders for an amount of €46 billion over 10 years and provides foreseeability on the investment track for SNCF Réseau and the railway sector.

The Agreement intervenes in the context of the Rail Reform Law which provided that such a *contrat pluriannuel de performance* will be agreed between the French State and SNCF Réseau in order to "*implement the management policy and the development strategy of the railway network defined by the French State*".

The Agreement allows SNCF Réseau the possibility to undertake long-term planning, which is mandatory for undertaking real industrial restructuring of its activities. It sets forth the following six strategic objectives: to establish a maintenance policy, in synergy with operations, to ensure a high level of safety and cost control; to implement a differentiated network management policy according to use; to develop commercial offers and improve the quality of SNCF Réseau service by strengthening partnerships with national railway network's users; to build an innovative railway network, turned towards new technologies and committed to an ecological transition; to make SNCF Réseau a well performing infrastructure manager, the heart of excellence of the French railway sector; to direct SNCF Réseau's actions on a sustainable financial trajectory.

According to the Agreement, more than €46 billion will be invested to modernise and renew the railway network to ensure a high level of security and of quality of service:

- €28 billion will be dedicated to the renewal of the railway network (i.e., 3 billion per year as of 2020).

- €2 billion (300 million per year from 2017 to 2019) will be dedicated over 10 years to industrial and technological investments (machinery, IT, etc.) to modernise and overhaul efficiently the management of the railway network.

- €4.5 billion will be invested by the French State and the local authorities in works in order to be compliant with security and accessibility requirements.

- €12 billion will be invested in the development of regional railway transport within the context of the Contrats de Plan Etat-Région (CPER).

The Agreement pursues the effort already made by the French State, which has increased the amount spent on maintenance and renewal from €3 billion per year in 2007 to nearly €5.1 billion in 2017. It also supports the additional engagement of €100 million per year until 2020 in favour of renewal.

The Agreement provides for well-balanced contributions to the final goal. In return to the French State significant contribution and in addition to the new revenues related to the increase of traffic, SNCF Réseau agreed to improve its performance. Launched on 4 January 2017, the internal performance plan of SNCF Réseau provides €1.2 billion of cumulative savings by 2026.

The Golden Rule

The purpose of this rule (the **Golden Rule**) is to help control the Issuer's debt.

Investments for the national railway network development are assessed against the ratio defined as a ratio between the Issuer's Net Debt and the Issuer's Gross Profit (the **Ratio**). Under the 2017 Decree, the ceiling of this ratio is set at 18 (the **Ceiling**). If the Ceiling is exceeded, development investment projects will be financed by the French State, local authorities or any requesting party. If the Ceiling is not exceeded, development investment projects are subject to financial assistance by the French State, local authorities or any other requesting party, to avoid any negative consequences on the Issuer's accounts at the end of the amortisation period of the contemplated investments.

These funding rules and the Ratio are intended to ensure a durable and sustainable distribution of the financing of the rail transport system between infrastructure managers and railway companies, taking into account the conditions of intermodal competition.

For any investments project carried out upon request of the French State, local authorities or any other requesting party, including simultaneously development and maintenance investments, SNCF Réseau's contribution to the project is determined in such a way as to avoid any negative consequences on its accounts at the end of the amortization period of the project's investments.

When the level of the Ratio observed is higher than the Ceiling, SNCF Réseau's contribution is reduced in proportion to the development investments' share in the total cost of the project.

The Board of Directors of the Issuer acknowledges the level of the Ratio upon approval of the Issuer's annual financial statements, as of 31 December 2018, the Ratio was equal to 31.06.

Net Debt: refers to the net debt calculated in accordance with French generally accepted accounting principles (French GAAP), at the redemption value, excluding current unmatured interests, debts and financial receivables relating to public-private partnership agreements and deposits and personal guarantees received.

Gross Profit: refers to revenues and related products less the fees directly attributable to operations; revenue mainly includes services carried out in the context of railway activities.

External structures responsible for assessment

Governmental organ control

The Issuer does not have a public accountant but is rather subject to control by the French State and independent authorities. Its financial statements are certified by statutory auditors.

State control bodies

As a State-owned public entity, the Issuer is subject to the economic, financial and technical control of the French State. Administrative and technical control is exercised by the Transport Ministry, while economic and financial control is the responsibility of the *Mission de Contrôle Economique et Financier des Transports* (French Economic and Control Department) (**MCEFT**) under the supervision of the Economy and Budget Ministers.

The MCEFT for transport is responsible for informing, advising and controlling economic and financial matters related to SNCF, SNCF Réseau and SNCF Mobilités, including entities in which any of SNCF, SNCF Réseau and SNCF Mobilités hold the majority of the share capital. The MCEFT may *inter alia* issue any advice (*avis*) on any questions and planning decisions having an impact on the financial stability of SNCF, SNCF Réseau and SNCF Mobilités.

The Government Commissioner ensures that the Issuer's general strategy, as defined by the Board of Directors, is in accordance with the Issuer's corporate purpose and comments as he sees fit on the conformity of the Board's deliberations conform with the general strategies decided by the public authorities. This position is occupied in the Issuer by the Transport Infrastructure Director.

The MCEFT provides information and advice (*avis*) to the Issuer and its subsidiaries and performs a control function in economic and financial areas. A MCEFT controller is permanently present in the Issuer's head office premises.

The Issuer is also subject to investigation by the *Inspection Générale des Finances* (audit body of the French Finance Ministry).

In addition, the Issuer is subject to controls of an operational nature carried out by the French Railway Safety Authority, EPSF, created by Act no. 2006-10 of 5 January 2006 as amended (consolidated version as at 26 February 2011), on the safety and development of transport.

Independent authorities

The financial statements and management of the Issuer are subject to review by the Court of Auditors (*Cour des Comptes*) in accordance with Articles L.111-4 and L.133-1 of the French *Code des juridictions financières*.

The Issuer is also subject to the control and disciplinary powers of the French Rail and Road Activity Regulation Authority (*Autorité de Régulation des Activités Ferroviaires et Routières* (**ARAFER**)), created by Act no. 2009-1503 of 8 December 2009 and today codified in Articles L.2131-1 *et seq.* of the French *Code des transports*.

The Statutory Auditors

With respect to their audit, the Statutory Auditors are not stakeholders in the internal control and risk management systems. They familiarise themselves with the systems, rely on the internal audit work to obtain a better understanding and formulate an independent opinion regarding their relevance.

They certify the accounts and, accordingly, can identify significant risks and major deficiencies in the internal control system likely to have a material impact on accounting and financial reporting.

Based on the conclusions drawn up by the Audit Committee following the renewal procedure (procedure negotiated after tendering), the Board of Directors approved on 19 February 2015 the proposal made to the Minister of the Economy, Finance and Industry to appoint Ernst & Young (**EY**) Audit and PricewaterhouseCoopers (**PWC**) Audit, represented by Mrs. Christine Vitrac and Mr. Philippe Vincent as principal statutory auditors of the Issuer for fiscal years 2015 to 2020.

Pursuant to the provisions of Article 30 of Act no. 84-148 of 1 March 1984, EY Audit and PWC Audit were appointed by a decision of the French Treasury and Economic Policy General Directorate of 27 April 2015 following the approval of the AMF.

Preparation and processing of financial and accounting information

Pursuant to Article L.2111-17 of the French *Code des transports*, created by Order no. 2010-1307 of 28 October 2010 – art. (V), the Issuer is subject, in financial and accounting matters, to the rules applicable to industrial and commercial companies. It keeps its accounting records in accordance with French generally accepted accounting principles and the French chart of accounts (*plan comptable général*).

In this context, the Issuer prepares interim financial statements to 30 June and annual financial statements to 31 December each year. These financial statements are presented in detail to the Audit Committee before being submitted to the Board of Directors. The Issuer has prepared its interim and annual consolidated financial statements in accordance with international financial reporting standards (IFRS) since 2007.

Regulatory authorities

As a State-owned public entity, the Issuer is subject to economic, financial and technical oversight by the government (Ministers for the economy and budget, Minister for transport) and by the public rail safety body (*Etablissement public de sécurité ferroviaire – EPSF*); it also falls within the scope of investigation of the Inspectorate General of Finance, and is subject to inspections by two independent administrative authorities: the Court of Auditors and the ARAFER. The Issuer is also subject to the supervision of two additional regulators: an independent administrative authority, the AMF, and a special committee, the *Haut comité du système de transport ferroviaire*, which has been created by the Rail Reform Law. Its financial statements are certified by statutory auditors.

Regarding the ARAFER, the Rail Reform Law provides for the reinforcement of its role for the purpose of contributing to the proper functioning of the public railway service and its competitive activities and adapts the powers of the ARAFER to the new context resulting in particular from the regrouping of the national railway infrastructure owner and manager (SNCF Réseau) to the historic rail operator (SNCF Mobilités) within a public group (SNCF).

The ARAFER renders in particular a binding opinion (*avis conforme*) on the infrastructure fee scale proposed by the Issuer related to the use of the national railway network.

The ARAFER also renders non-binding opinions (*avis simples*), in particular, on the performance contracts entered into between the Issuer and the French State, on its updates and on the annual reports relating to the implementation of the performance contracts. The ARAFER renders non-binding opinion (*avis simples*) on the total amount of financial support to be granted to the Issuer and on the Issuer's contribution to investment projects which exceeds a threshold set out by decree and on the contemplated budget of SNCF Réseau.

The ARAFER may also object to the appointment or renewal the chairman of the Issuer if it considers that such appointment or renewal does not comply with the conditions set out in Article L. 2111-16-1 of the French *Code des transports*. It may also object in certain circumstances to the revocation of the Chairman of SNCF Réseau.

Its principal mission now includes also ensuring the independence and impartiality of the Issuer, in particular in connection with any decision taken by the new SNCF, ensuring free and non-discriminatory access to the French railway system.

The *Haut comité du système de transport ferroviaire* is a special committee comprising various representatives of the railway operators, users, customers and members of parliament and headed by the Minister of Transport, acting as a forum for all vested interests in the railway system with the objective of improving its governance."

Finally, as an issuer of listed debt securities, the Issuer must comply with certain regulatory obligations with respect to the AMF, as well as the applicable rules and measures in other jurisdictions.

Corporate Governance

For details on the corporate governance of the Issuer, refer to pages 3 to 15 of the 2018 Corporate Governance Report, which is incorporated by reference into this Base Prospectus. In addition please see below for further information.

The Board of Directors

As of the date of this Base Prospectus, the composition of the Board of Directors of the Issuer consists of the following:

Patrick JEANTET
Chairman of the Board of Directors

Benjamin RAIGNEAU
Représentant de l'Epic SNCF
Directeur Général Délégué Cohésion et Ressources Humaines Ferroviaires - SNCF

Fanny ARAV
Représentante UNSA des Salariés

Stéphane BEAUDET
Vice-Président STIF et Vice-Président Région IdF

Ann BILLIAU
Représentante de l'Epic SNCF
Infrabel

Didier BOUSQUIE
Représentant CGT des Salariés

Joëlle BRAVAIS
Représentante de l'Epic SNCF
Directrice cadre Dirigeants - SNCF

Denis CHARISSOUX
Représentant de l'Etat
Sous-directeur à la Direction du Budget

Muriel DAUVERGNE
Représentante CGT des Salariés

Jean-René DELEPINE
Représentant Sud-Rail des Salariés

Carole DESNOST
Représentante de l'Epic SNCF
Directrice Innovation et Recherche

Corinne ETAIX
Représentante de l'Etat
Membre permanent du CGEDD

Anne FLORETTE
Représentante de l'Etat
CGEDD

Cédric GARCIN
Représentant de l'Etat
APE – Directeur de participations adjoint – Secteur Transports

Patricia LACOSTE
Représentante de l'Epic SNCF
Président - Directeur général du groupe PREVOIR

Anne-LASSMAN-TRAPPIER
Représentante des Associations de protection de l'environnement
France Nature Environnement

Dominique MAILLARD
Représentant de l'Epic SNCF
Ancien Président RTE

Christine MEQUIGNON
Représentante CGT des Salariés

Michel NEUGNOT
Représentant de l'ARF

Céline PIERRE
Représentante CFDT des Salariés

Thierry SALMON
Représentant UNSA des Salariés

Pascale VIE
Représentante des usagers du transport ferroviaire de personnes et marchandises
Entreprise Solvay

Stéphane VOLANT
Représentant de l'Epic SNCF
Secrétaire Général de la SNCF

Guy ZIMA
Représentant CGT des Salariés

Commissaire du gouvernement:

Madame Sandrine CHINZI
Commissaire du Gouvernement

Olivier ROLIN
Commissaire du Gouvernement adjoint

Mission de contrôle économique et financier des transports

Philippe DUPUIS
Chef de la mission de contrôle économique et financier des transports

Commission consultative:

Monsieur Yves DECELLE
Secrétaire de la commission consultative constituée auprès de SNCF Réseau

Professional address of the members of the Board of Directors is: 15/17, rue Jean-Philippe Rameau, CS 80001, 93418 La Plaine Saint Denis Cedex France.

The Issuer is not aware of any potential conflicts of interest between the duties of the persons listed above and their private interests or other duties.

The Audit, accounts and risk committee

As of the date of this Base Prospectus, the composition of the Audit, accounts and risk committee is the following:

Dominique MAILLARD
Chairman of the Audit, accounts and risk committee
Director,

Fanny ARAV
Director, UNSA Ferroviaire

Denis CHARISSOUX
Director, Direction du Budget

Muriel DAUVERGNE
Director, CGT

Cédric GARCIN
Director, Agence des participations de l'Etat

Pascale VIE
Director, Solvay

Stéphane VOLANT
Director, Secrétaire Général SNCF

Participants habituels

Représentant du Commissaire du gouvernement adjoint (une voix consultative)

Guillaume BENNET
Direction des infrastructures de transport

Mission de contrôle économique et financier des transports (une voix consultative)

Didier MILLOT

For details on the missions of the Audit, accounts and risk committee, refer to page 30 of the Issuer's 2017 Financial Report (English version), which is incorporated by reference into this Base Prospectus.

New French Railway Pact and Debt Retake

Following the report on the situation of the French railway system submitted to the Government by Jean-Cyril Spinetta on 15 February 2018, Prime Minister Edouard Philippe presented during a press conference held on 26 February 2018, the main terms of a "new French railway pact".

Since then, the Law n°2018-515 dated 27 June 2018 for the new railway pact has been adopted by the French Parliament and published in the French Official Journal on 28 June 2018 (the **2018 Rail Reform Law**).

Under the 2018 Rail Reform Law, it is envisaged in particular, as from 1 January 2020, to:

- reorganise the SNCF group to achieve greater efficiency: this will involve the transformation of the current SNCF group into a State-owned unified group (*groupe public unifié*) and the change of the legal status of its constituent entities into State wholly-owned limited liability companies. According to the 2018 Rail Reform Law, SNCF Réseau, will become a limited liability company (*société anonyme*), to be wholly-owned by the holding company of the unified SNCF group which itself will be a State wholly-owned limited liability company (*société nationale à capitaux publics*) (the "**Holding Company**"). The 2018 Rail Reform Law also prohibits the sale or transfer of the shareholdings to be held by the French State in the Holding Company and the sale or transfer of the shareholdings to be held by the Holding Company in each of SNCF Réseau and SNCF Voyageurs (see below);

- transfer, as part of the reorganization of the SNCF group, the entity known as *Gares & Connexions* to SNCF Réseau;

- transform the employment organisation by ceasing the recruitment of staff under the regulated railroad staff (*cheminot*) status, as from 1 January 2020. Current employees will continue to benefit from their current *cheminot* status. In parallel with such transformation, negotiations will be held with employees and unions at the level of the railway branch; and

- define the modalities for a successful opening up to the competition of the French passenger railway transport activities.

The 2018 Rail Reform Law also enables the French government to adopt legislative measures by way of ordinances (*ordonnances*) in order to implement the new railway pact.

In addition, the Prime Minister announced during a further press conference held on 25 May 2018 that:

- the increase in TGV and freight charges would now be limited, in agreement with the ARAFER, to that of inflation;

- the renewal of the network would be accelerated by increasing the investment effort as of 2022 by an additional €200 million per year, particularly on signaling;

- the SNCF group has committed to reduce, by 2026, 2/3 of its competitiveness gap compared to its competitors; and

- the French State would assume a substantial part of the existing debt of SNCF Réseau, i.e. €35 billion in two phases: €25 billion as of 1 January 2020 and the balance of €10 billion in 2022.

On 26 November 2018, each of Agence France Trésor and the Issuer published a press release stating the following:

- according to the announcements of the French Prime Minister on 25 May 2018 the French railway reform will give rise to a €35 billion debt relief of the Issuer (The French Railway Infrastructure Owner and Manager) by the French State, among which €25 billion in 2020 and €10 billion in 2022, in order to significantly improve the financial structure of SNCF Réseau, alongside the enhancement of the operational performance of SNCF; and

- the debt relief will involve arranging matching loans between SNCF Réseau and the Government Debt Fund (Caisse de la Dette Publique – **CDP**). After that, and following authorisation from the French Parliament in the Budget Act, the government will assume SNCF Réseau's debt to CDP, removing the corresponding amount of debt from SNCF Réseau balance sheet.

Agence France Trésor added that "*this arrangement will spread the impact of assuming this debt on the government's borrowing requirement over a long period, while restoring the financial sustainability of SNCF Réseau. It will maintain completely equal treatment for bondholders*".

On 3 June 2019, Ordinance n°2019-552 was adopted by the French State and sets out several principles in connection with the transformation of the current SNCF group into a State-owned unified group (*groupe public unifié*) and the change of the legal status of its constituent entities.

Transformation of the current SNCF group into a State-owned unified group

On 1 January 2020, the following operations, amongst others, are scheduled to occur:

- SNCF Mobilités, as an EPIC, will transfer by way of a contribution at the net accounting value to a newly formed and wholly-owned limited liability company all its assets and liabilities related to the management of public railway stations. The financial debt associated with such activities will also be transferred to this limited liability company but SNCF Mobilités will remain the sole debtor of the relevant creditors. The share capital of this limited liability company will then be immediately transferred to SNCF Réseau, as an EPIC, at its net accounting value. SNCF Réseau will then transfer to this limited liability company all its assets and liabilities related to the management of the public railway stations.

- SNCF Mobilités, as an EPIC, will transfer by way of a contribution at the net accounting value to a newly formed and wholly-owned limited liability company ("**SNCF Voyageurs**") all its assets and liabilities related to its passengers and freight transport activities. The financial debt related to such activities will be transferred to SNCF Voyageurs but SNCF Mobilités will remain the sole debtor of the relevant creditors.

The scope of the assets, rights and liabilities so transferred will each have to be approved by an *arrêté* of the Minister for transport, the Minister for the economy and the Minister for the budget.

- SNCF, as an EPIC, will be wound up and all its assets and liabilities will be transferred at their net accounting value through a *dévolution universelle de patrimoine* to SNCF Mobilités, as an EPIC.

- SNCF Réseau will be transformed from an EPIC into a limited liability company, to be wholly-owned by SNCF Mobilités.

- SNCF Mobilités will be transformed from an EPIC into a State wholly-owned limited liability company (*société nationale à capitaux publics*) and will be re-named *société nationale SNCF*.

The changes in the legal status of SNCF Réseau and SNCF Mobilités will not involve the creation of new legal entities or cessation of activities and all the rights and obligations of SNCF Réseau and SNCF Mobilités will remain unaffected as a result of such changes.

Governance of SNCF Réseau

In the context of the 2018 Railway Reform Law, the composition of the Board of Directors of SNCF Réseau will include:

- two thirds of its members designated by the general meeting of the shareholders, half of such members being proposed by the French State.

- one third of members designated by the employees.

A French Order (*décret*) made following the advice (*avis*) of the French Council of State (*Conseil d'Etat*) will set out the list of the decisions of the Board of Directors relating to the financial, organizational and operational strategy that can be adopted only subject to approval of a majority of the members of the Board of Directors designated by the general meeting of the shareholders, those proposed of the French State being excluded.

Until the designation of the members of the Board of Directors by the general meeting of the shareholders and by the employees, the Board of Directors will be comprised as of 1 January 2020 and, at the latest, until 30 June 2020, of 12 members to be designated by a French Order (*décret*), at the latest by 31 December 2019, four of which shall be proposed by the relevant trade union organisations.

The President of SNCF Réseau as of 31 December 2019 will remain in office on 1 January 2020 until a successor is appointed, at the latest by 30 June 2020.

Approval of the financial statements as of 31 December 2019 and statutory auditors

The financial statements of SNCF Réseau as of, and for the year ended, 31 December 2019 will be approved by the general meeting of the shareholders of SNCF Réseau pursuant to the current provisions of the French *Code de commerce*.

The mandate of the current statutory auditors of SNCF Réseau will remain unaffected as a result of the transformation of SNCF Réseau into a limited liability company.

Ownership of the French railway network

The French railway network which is owned by the French State will be attributed to and managed by SNCF Réseau.

On 7 June 2019, the SNCF group published a press release related in particular to its new financing policy and to the impact of such new policy on the debt of SNCF Réseau.

In the context of the 2018 Railway Reform Law, *société nationale SNCF*, parent company of the new unified group, will provide strategic and financial leadership for the combined group under the independence requirements governing infrastructure managers.

The SNCF group has thus decided to change its financing policy: as from 1 January 2020, *société nationale SNCF* will act as sole issuer on financial markets, entrusted with raising financing for the entire Group.

Exceptionally and for operational reasons linked to the deployment of a single issuance system, for a transitional period that will not extend beyond 30 June 2020, SNCF Réseau will be able to continue to raise its own funding on the capital markets.

In accordance with the commitments of the SNCF group, SNCF Réseau's outstanding debt at 30 June 2020 will remain on SNCF Réseau balance sheet after this date. There are no plans to transfer this outstanding debt to *société nationale SNCF* or any other entity of the group SNCF.

In May 2019, the Issuer was included in the list of the French *organismes divers d'administration centrale* by the French *Institut national des statistiques et des études économiques* (INSEE). Such inclusion requires to be confirmed by an *arrêté* of the Minister for the economy. As a result of being included on this list, SNCF Réseau will be prohibited as from one year after the publication of such *arrêté* from incurring borrowings through credit institutions or financing companies that have a maturity of more than twelve months or from issuing securities (including issuing debt securities such as the Notes under the Programme) that have a maturity of more than twelve months.

Legal documents concerning the Issuer may be consulted at the Issuer's registered office

SNCF RÉSEAU
15/17 rue Jean-Philippe Rameau
CS 80001
93418 La Plaine Saint Denis CEDEX
France
Tel: 33 (0)1 71 92 60 00

Non-consolidated net debt as at 31 May 2019

As at 31 May 2019, the non-consolidated net debt of SNCF Réseau amounted to € 49.308 billion increased by a net amount of € 1.063 billion as compared with the amount shown in the 31 December 2018 audited non-consolidated balance sheet.

Selected Financial Information (from consolidated financial statements)

Net profit for the year

In millions of euros	31 December 2017	31 December 2018
Recurring operating (loss)/profit	1,099	627
Net financial expense	(1,172)	(1,241)
Corporate income tax	(129)	(771)
Net profit for the year	**(201)**	**(4,784)**

Infrastructure fees

In millions of euros	31 December 2017	31 December 2018	Change
Access fees	1,971	1,986	15
Route reservation fees	2,079	2,053	(26)
Traffic fees	1,378	1,236	(142)
Platform Fees	122	121	(1)
Additional electricity and electricity transmission fees*	231	211	(20)
Other income	41	41	0
Infrastructure fees	**5,821**	**5,648**	**(173)**
Freight compensation	62	54	(8)
Other revenue	614	323	(291)
Total revenue	**6,496**	**6,301**	**(195)**

**of which electricity transmission fee: M€ 146 as of 31 December 2017 and 133 M€ as of 31 December 2018.*

Net financial expense

In millions of euros	31 December 2017	31 December 2018	Change
Expenses and income related to interests on debt and cash	(1,248)	(1,255)	(7)
Other financial income	113	10	(103)
Other financial expenses	(27)	(2)	25
Cost of net debt	**(1,163)**	**(1,247)**	**(84)**
Finance cost of employee benefits	(9)	7	16
Net financial expense	**(1,172)**	**(1,241)**	**(69)**

Net Debt

In millions of euros	31 December 2017			31 December 2018		
	Current	**Non-current**	**Net indebtedness**	**Current**	**Non-current**	**Net indebtedness**
Equity investments	0	0	0	0	0	0
Other loans and receivables	1,084	255	1,338	1,120	489	1,609
Assets at fair value through profit or loss	50	0	50	0	0	0
Positive fair value of derivatives	33	1,059	1,092	259	820	1,079
PPP financial assets	301	2,418	2,719	266	2,384	2,650
Financial assets	**1,467**	**3,732**	**5,199**	**1,645**	**3,693**	**5,337**
Cash and cash equivalents	**3,326**	**0**	**3,326**	**2,707**	**0**	**2,797**

Selected Financial Information (from consolidated financial statements)

In millions of euros	31 December 2017			31 December 2018		
	Current	**Non-current**	**Net indebtedness**	**Current**	**Non-current**	**Net indebtedness**
Sub-total borrowings	1,869	46,537	48,405	2,395	47,340	49,735
Negative fair value of derivatives	69	2,244	2,313	82	2,244	2,306
Cash borrowings and overdrafts	1,678	0	1,678	2,946	0	2,946
PPP financial liabilities	270	2,465	2,736	279	2,438	2,717
Debt	**3,909**	**51,246**	**55,155**	**5,723**	**52,002**	**57,724**
Net debt	**-**	**-**	**46,630**	**-**	**-**	**49,590**

Transfer Restrictions for Restricted Registered Notes in the territory of the United States of America

Each prospective purchaser of an interest in a Restricted Registered Note in the United States, by accepting delivery of this Base Prospectus, will be deemed to have represented, agreed and acknowledged that:

(1) This Base Prospectus is personal to such offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire Restricted Registered Notes. Distribution of this Base Prospectus, or disclosure of its contents to any person other than such offeree and those persons, if any, retained to advise such offeree with respect thereto is unauthorised, and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited.

(2) Such offeree agrees to make no photocopies of this Base Prospectus or any documents referred to herein.

Each purchaser of an interest in a Restricted Registered Note will be deemed to have represented and agreed as follows (terms used in this paragraph that are not defined herein will have the meaning given to them in Rule 144A or Regulation S as the case may be):

(1) It is (a) a qualified institutional buyer within the meaning of Rule 144A (**QIB**), (b) acquiring such Restricted Registered Notes for its own account or for the account of a QIB and (c) aware, and each beneficial owner of such Restricted Registered Notes has been advised, that the sale of such Restricted Registered Notes to it is being made in reliance on Rule 144A.

(2) It understands that the Restricted Registered Notes have not been and will not be registered under the Securities Act or any other applicable securities laws and (i) may not be offered, resold, pledged or otherwise transferred except (a) in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or for the account of a QIB, (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, (c) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) or (d) to the Issuer and, in each of such cases in accordance with any applicable securities laws of any state of the United States or any other jurisdiction, (ii) the purchaser will, and each subsequent holder of the Restricted Registered Notes is required to, notify any purchaser of such Restricted Registered Note from it of the resale restrictions referred to in (i) above and that (iii) no representation can be made as to the availability of the exemption provided by Rule 144 under the Securities Act for resale of the Restricted Registered Notes.

(3) It understands that each Restricted Registered Note, unless the Issuer determines otherwise in compliance with applicable law, will bear a legend (**Rule 144A Legend**) to the following effect:

THIS NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER, AND WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER, THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. THE HOLDER HEREOF, BY PURCHASING THE NOTES REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF THE ISSUER AND THE DEALERS THAT (A) THE NOTES REPRESENTED HEREBY MAY BE REOFFERED, RESOLD,

PLEDGED OR OTHERWISE TRANSFERRED ONLY (1) PURSUANT TO RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE REOFFER, RESALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT, (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (4) TO THE ISSUER, AND IN EACH OF SUCH CASES IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, OR ANY OTHER JURISDICTION, AND THAT (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE TRANSFER RESTRICTIONS REFERRED TO IN (A) ABOVE. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR RESALES OF THIS NOTE.

(4) It understands that the Issuer, the Registrar, the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. If it is acquiring any Restricted Registered Notes for the account of one or more QIBs, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

(5) It understands that the Restricted Registered Notes offered in reliance on Rule 144A will be represented by a restricted Global Note. Before any interest in the restricted Global Note may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in an unrestricted Global Note, it will be required to provide the Registrar or the Transfer Agent with a written confirmation as to compliance with applicable securities laws.

Prospective purchasers are hereby notified that sellers of the Restricted Registered Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

Subscription and Sale

Notes may be sold from time to time by the Issuer to any one or more of Banco Santander, S.A., Barclays Bank Ireland PLC, Barclays Bank PLC, BNP Paribas, Citigroup Global Markets Europe AG**,** Citigroup Global Markets Limited, Crédit Agricole Corporate and Investment Bank, Deutsche Bank Aktiengesellschaft, Goldman Sachs International, HSBC France, J.P. Morgan Securities plc, Mediobanca – Banca di Credito Finanziario S.p.A., Morgan Stanley & Co. International plc, Natixis, Nomura International plc, RBC Europe Limited and Société Générale (the **Permanent Dealers**). However, the Issuer has reserved the right to sell Notes directly on its own behalf to dealers that are not Permanent Dealers (together with the Permanent Dealers, the **Dealers**). The arrangements under which Notes may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in an amended and restated dealership agreement to be dated 12 June 2019, as supplemented (the **Dealership Agreement**, which expression shall include any further amendments or supplements thereto) and made between the Issuer and the Permanent Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealership Agreement makes provision for the resignation or termination of appointment of existing Permanent Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

UNITED STATES OF AMERICA

Regulation S Category 2, TEFRA D, unless TEFRA C is specified as applicable, or if TEFRA is specified as not being applicable in the relevant Final Terms; Rule 144A Eligible if so specified in the relevant Final Terms.

The Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act. Terms used in the preceding sentence have the meanings given to them by Regulation S.

Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered directly or indirectly within the United States or its possessions or to United States persons, except in certain transactions permitted by U.S. tax regulations. Terms used in the preceding sentence have the meanings given to them by the United States Internal Revenue Code of 1986, as amended and regulations thereunder.

Each Dealer has represented, and each further Dealer appointed under the Dealership Agreement will be required to represent and agree, that, except as permitted by the Dealership Agreement, neither it nor its affiliates nor any person acting on its or their behalf, will offer, sell or deliver Notes of any Tranche, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, as certified to the Fiscal Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to Notes of such Tranche purchased by or through it, in which case the Fiscal Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to or for the account or benefit of U.S. persons, and such Dealer will have sent to each dealer to which it sells Notes of such Tranche during the distribution compliance period (other than pursuant to Rule 144A) relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to or for the account or benefit of U.S. persons. Terms used in the preceding sentence have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering of any Tranche of Notes any offer or sale of Notes of such Tranche within the United States by any dealer (whether or not participating in the offering of such Notes) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an applicable exemption from registration under the Securities Act.

Notwithstanding the foregoing, Dealers nominated by the Issuer may arrange for the offer and sale of Registered Notes in the United States pursuant to Rule 144A under the Securities Act. Each purchaser of such Notes is hereby notified that the offer and sale of such Notes may be made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS

Unless the Final Terms in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto 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 Directive 2014/65/EU (as amended, **MiFID II**); or

  (ii) a customer within the meaning of Directive 2016/97/EU (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and

  (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended or superseded, the **Prospectus Directive)**; and

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

PUBLIC OFFER SELLING RESTRICTION UNDER THE PROSPECTUS DIRECTIVE

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in any Member State of the EEA (each, a **Relevant Member State**) except that it may make an offer of Notes to the public in that Relevant Member State:

(i) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a **Non-Exempt Offer**), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that (i) the Issuer has given its written consent and (ii) any such prospectus has subsequently been completed by the

Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable;

(ii) at any time to any legal entity which is a qualified investor under the Prospectus Directive;

(iii) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(iv) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (ii) to (iv) above shall require the Issuer or Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression **offer of Notes to the public** in relation to any Notes in any such Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State.

UNITED KINGDOM

Each Dealer has represented, warranted, and agreed that, and each further Dealer appointed under the Programme will be required to represent, warrant and agree that:

(1) *General compliance:* it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000, as amended (the **FSMA**) with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom;

(2) *Investment advertisements:* it has only communicated or caused to be communicated and will only communicate or cause to be communicated any 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 Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and

(3) *Accepting deposits in the United Kingdom*: with respect to any Tranche of Notes having a maturity of less than one year from the date of issue, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any such Notes other than to persons:

(a) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or

(b) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,

where the issue of the Notes would otherwise constitute a contravention of section 19 of the FSMA by the Issuer.[1]

JAPAN

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No.25 of 1948, as amended; the **FIEA**) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

THE REPUBLIC OF FRANCE

Each of the Dealers and the Issuer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that, in connection with the initial distribution of the Notes:

(i) Offers to the public in France:

it has only made and will only make an offer of Notes to the public in France, and it has distributed or caused to be distributed and will distribute or cause to be distributed to the public in France the Base Prospectus, the Final Terms or any other offering material relating to the offer of Notes, in the period beginning, when a prospectus in relation to those Notes has been approved by the AMF, on the date of such publication and ending at the latest on the date which is 12 months after the date of approval of the Base Prospectus, all in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement Général* of the AMF; or

(ii) Private placement in France:

it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), and/or (b) qualified investors (*investisseurs qualifiés*), all as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier* and, as of 21 July 2019, the regulation (EU) 2017/1129, as amended from time to time, and any French law or regulation applicable.

SWITZERLAND

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it (a) will only offer or sell Notes in, into or from Switzerland in compliance with all applicable laws and regulations in force in Switzerland and (b) will, to the extent necessary, obtain any consent,

[1] Any such Notes issued must have a minimum redemption value and denomination of £100,000 (or its equivalent in other currencies).

approval or permission required, for the offer or sale by it of Notes under the laws and regulations in force in Switzerland. In respect of such Notes to be listed on the SIX Swiss Exchange, the relevant Dealer will (if necessary, in co-operation with a listing representative recognised by the SIX Swiss Exchange) prepare and provide to potential investors a prospectus in accordance with the listing rules of the SIX Swiss Exchange and will provide any further information as will be required by applicable Swiss regulations.

This document does not constitute a prospectus within the meaning of the Swiss Code of Obligations (**CO**) or the Swiss Collective Investment Schemes Act (**CISA**), as the case may be. Only the relevant offering circular for the offering of Notes in, into or from Switzerland and any information required to ensure compliance with the CO and all other applicable laws and regulations of Switzerland (in particular, additional and updated corporate and financial information that shall be provided by the relevant Issuer) may be used in the context of a public offer in, into or from Switzerland. Each Dealer has therefore represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the relevant offering circular and such information shall be furnished to any potential purchaser in Switzerland in such manner and at such times as required by the CO and all other applicable laws and regulations of Switzerland. If and to the extent that the Notes qualify as structured products within the meaning of the CISA, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or distribute the Notes to non-qualified investors within the meaning of the CISA, unless the Notes are offered and distributed in, into or from Switzerland in compliance with the CISA and all other applicable laws and regulations of Switzerland.

AUSTRALIA

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia) in relation to the Programme or the Notes has been or will be lodged with the Australian Securities and Investments Commission (ASIC). Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it:

(a) has not (directly or indirectly) offered, and will not offer for sale and has not invited, and will not invite, applications for issue, or offers to purchase the Notes in or to Australia (including an offer or invitation which is received by a person in Australia); and

(b) has not distributed or published and will not distribute or publish, this Base Prospectus or any other offering material or advertisement relating to the Notes in Australia,

unless

(i) the minimum aggregate consideration payable by each offeree or invitee is at least A$500,000 (or its equivalent in an alternative currency) (disregarding moneys lent by the offeror or its associates) or the offer or invitation does not otherwise require disclosure to investors in accordance with Parts 6D.2 or 7.9 of the Corporations Act 2001 of Australia;

(ii) the offer or invitation is not made to a person who is a ‘‘retail client’’ within the meaning of section 761G of the Corporations Act 2001 of Australia;

(iii) such action complies with all applicable laws and regulations or directives in Australia; and

(iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

HONG KONG

This Base Prospectus and the applicable Final Terms have not been approved by or registered with the Securities and Futures Commission of Hong Kong or the Registrar of Companies of Hong Kong.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other purchaser will be required to represent and agree, that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap.571) of Hong Kong (the **SFO**)) other than (i) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made thereunder; or (ii) in other circumstances which do not result in the document being a "prospectus", as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the **C(WUMP)O**) or which does not constitute an offer to the public within the meaning of that Ordinance; and

(b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made thereunder.

BELGIUM

The following selling restriction shall apply to offers of Notes in Belgium in addition to the "Public Offer Selling Restrictions under the Prospectus Directive''.

The Notes are not intended to be sold to Belgian Consumers. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, Notes to Belgian Consumers, and has not distributed or caused to be distributed and will not distribute or cause to be distributed, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes to Belgian Consumers.

For these purposes, a **Belgian Consumer** has the meaning provided by the Belgian Code of Economic Law, as amended from time to time (*Wetboek van 28 februari 2013 van economisch recht/code du 28 février 2013 de droit économique*), being any natural person resident or located in Belgium and any acting for purposes which are outside his/her trade, business or profession.

TAIWAN

Subject to the paragraph below, the offering of the Notes has not been and will not be registered with the Financial Supervisory Commission of Taiwan pursuant to relevant securities laws and regulations and may not be offered or sold in Taiwan through public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan that requires a registration or approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorised to offer or sell the Notes in Taiwan.

With respect to the Notes to be listed on the Taipei Exchange in Taiwan pursuant to the Taipei Exchange Rules Governing Management of Foreign Currency Denominated International Bonds, the above selling restriction is not applicable and following selling restriction shall apply instead: the Notes have not been, and shall not be, offered, sold or re-sold, directly or indirectly, to investors other than "professional investors" as defined under Paragraph 1 of Article 2-1 of the Taipei Exchange Rules Governing Management of Foreign Currency

Denominated International Bonds of Taiwan. Purchasers of the Notes are not permitted to sell or otherwise dispose of the Notes except by transfer to a professional investor.

SINGAPORE

Each Dealer has acknowledged and each further Dealer appointed under the Programme will be required to acknowledge that this Base Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore and that the Notes will be offered pursuant to exemptions under the Securities and Futures Act, Chapter 289 of Singapore, as amended or modified from time to time (the "**SFA**"). Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA; (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within 6 months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

GENERAL

Other than with respect to the listing of the Notes on such stock exchange as may be specified in the Final Terms, no action has been or will be taken in any country or jurisdiction by the Issuer or the Dealers that would permit a public offering of any of the Notes, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands the Base Prospectus, any supplement thereto or any Final Terms comes are required by the Issuer and the Dealers to inform themselves about and comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or have in their possession or distribute such offering material, in all cases at their own expense.

The Dealership Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, in applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the preceding paragraph.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such modification will be set out in a supplement to this document.

FORM OF FINAL TERMS (LESS THAN €100,000 (OR ITS EQUIVALENT IN ANOTHER CURRENCY))

"Pro Forma Final Terms for an issue by SNCF Réseau under the Euro Medium Term Note Programme with a denomination of less than EUR 100,000 (or its equivalent in another currency).

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

OR

[**MIFID II PRODUCT GOVERNANCE / RETAIL INVESTORS, PROFESSIONAL INVESTORS AND ECPS TARGET MARKET** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes, taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018 has led to the conclusion that: (i) the target market for the Notes are is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, **MiFID II**); EITHER [and (ii) all channels for distribution of the Notes are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] OR [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[,/ and] portfolio management[,/ and][nonadvised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer['s/s' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].]]

[**Notification pursuant to Section 309B of the Securities and Futures Act, Chapter 289 of Singapore –** The Notes are capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore).][1]

Final Terms

[**PROHIBITION OF SALES TO EUROPEAN ECONOMIC AREA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold, or otherwise made available to any retail investor in the European Economic Area. 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; (ii) a customer within the meaning of Directive 2016/97/EU (as amended or superseded), 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 Directive 2003/71/EC (as amended or superseded,

[1] Legend to be included only if (i) the Notes are being offered to investors in Singapore through a financial institution operating in Singapore and (ii) the Notes are capital markets products other than prescribed capital markets products, as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore.

the **Prospectus Directive**). Consequently, no key information document required by Regulation (EU) No. 1286/2014 (the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the European Economic Area has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the European Economic Area may be unlawful under the PRIIPs Regulation.]

Final Terms dated [•]

SNCF Réseau

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] [Green Bonds]

under the Euro 55,000,000,000 Euro Medium Term Note Programme

Legal Entity Identifier (LEI) of the Issuer: 969500VZN4KDEZ14C105

Any person making or intending to make an offer of the Notes may only do so[:

(i) in those Non-exempt Offer Jurisdictions mentioned in Paragraph 10 of Part B below, provided such person is a Dealer or Authorised Offeror (as such term is defined in the Base Prospectus) and that such offer is made during the Offer Period specified for such purpose therein and that any conditions relevant to the use of the Base Prospectus are complied with; or

(ii) otherwise][2] in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances].

The expression Prospectus Directive means Directive 2003/71/EC as amended or superseded.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 12 June 2019 [and the supplement to the Base Prospectus dated [*date*]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. However, a summary of the issue of the Notes is annexed to these Final Terms. The Base Prospectus [and the supplement to the Base Prospectus] [is/are] available for viewing [at [*website*]] [and] during normal business hours at [*address*] [and copies may be obtained from [*address*]].

[*In case of an offer of Notes initiated under the Base Prospectus dated 12 June 2019 that shall be continued beyond the validity of this Base Prospectus, insert the following text:* The validity of the Base Prospectus dated 12 June 2019, under which the Notes described in these Final Terms have been offered, ends on 12 June 2020. From this point in time, these Final Terms are to be read in conjunction with the most recent base prospectus of SNCF Réseau for the issuance of Notes (including, for the avoidance of doubt, the Conditions contained in such most recent base prospectus) which follows such most recent base prospectus and any reference in these Final Terms to "Base Prospectus" shall be read as a reference to that most recent base prospectus. Such most recent base prospectus of SNCF Réseau for the issuance of Notes will be available for viewing at [address] during normal business hours [and] [website] and copies may be obtained from [address] and will be available on

[2] Consider including this legend where a non-exempt offer of Notes is anticipated.

the *Autorité des marches financiers* (the **AMF**) website (amf-france.org).]

[*The following alternative language applies if the first tranche of an issue which is being increased was issued under an Information Memorandum or a Base Prospectus with an earlier date.*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the [Information Memorandum/Base Prospectus] dated [*original date*] which are incorporated by reference in the Base Prospectus dated [*current date*]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated [*current date*] [and the supplement to the Base Prospectus dated [*date*]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the [Information Memorandum/Base Prospectus] dated [*original date*]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the [Information Memorandum/Base Prospectus] dated [*original date*] and the Base Prospectus dated [*current date*] [as so supplemented]. However, a summary of the issue of the Notes is annexed to these Final Terms. Copies of such Information Memorandum and such Base Prospectus [and the supplement to the Base Prospectus] are available for viewing [at [*website*]] [and] during normal business hours at [*address*] [and copies may be obtained from [*address*]].]

[THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY NOR HAS ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF NOTES OR THE ACCURACY OR THE ADEQUACY OF THESE FINAL TERMS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.][3]

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND THE NOTES MAY INCLUDE BEARER NOTES THAT ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. SUBJECT TO CERTAIN EXCEPTIONS, THE NOTES MAY NOT BE OFFERED OR SOLD OR, [IN THE CASE OF BEARER NOTES], DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT (**REGULATION S**)). THESE FINAL TERMS HAVE BEEN PREPARED BY THE ISSUER FOR USE IN CONNECTION WITH THE OFFER AND SALE OF THE NOTES OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN RELIANCE ON REGULATION S [AND WITHIN THE UNITED STATES ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT (**RULE 144A**)][4] AND FOR THE LISTING OF NOTES [ON EURONEXT PARIS] [,/AND] [THE OFFICIAL LIST OF THE LUXEMBOURG STOCK EXCHANGE] [AND] [*ADD ANY OTHER STOCK EXCHANGE*]. [PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT SELLERS OF THE NOTES MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A.][5] FOR A DESCRIPTION OF THESE AND CERTAIN FURTHER RESTRICTIONS ON OFFERS AND SALES OF THE NOTES AND DISTRIBUTION OF THESE FINAL TERMS, SEE "*SUBSCRIPTION AND SALE*" [IN THE BASE PROSPECTUS DATED [*CURRENT DATE*] (*in the case of fungible issues only, if applicable*)].

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.*]

[3] Only required if any notes are to be resold pursuant to Rule 144A.

[4] Only required if any notes are to be resold pursuant to Rule 144A.

[5] Only required if any notes are to be resold pursuant to Rule 144A.

[*If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.*]

1.	Issuer:		SNCF Réseau
2.	(i)	Series Number:	[ ]
	(ii)	Tranche Number:	[ ]
	(iii)	Date on which the Notes become fungible:	[Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [*insert description of the Series*] on [*insert date*/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 24 below [which is expected to occur on or about [*insert date*] (the **Exchange Date**)]]
3.	Specified Currency or Currencies:		[ ]
4.	[Equivalent Currency		[ ]] (*Only applicable in respect of Dual Currency Notes or Reverse Dual Currency Notes*)
5	Aggregate Nominal Amount:		
	[(i)] Series		[ ]
	[(ii) Tranche:		[ ]]
6.	Issue Price:		[ ] per cent. of the Aggregate Nominal Amount [of the Tranche plus accrued interest from [*insert date*] (*in the case of fungible issues only, if applicable*)]
7.	(i)	Specified Denominations[6]:	[ ]
	(ii)	Calculation Amount:	[ ] [*If only one Specified Denomination, insert such Specified Denomination.* *If more than one Specified Denomination, insert the highest common factor*]
	(iii)	Equivalent Calculation Amount:	[ ] (*Only applicable in respect of Reverse Dual Currency Notes*)
8.	[(i)]	Issue Date:	[ ]
	[(ii)]	Interest Commencement Date:	[*specify*/Issue Date/Not Applicable]

[6] Note: Notes listed on Euronext Paris may only be issued in one Specified Denomination.

		(N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)
9.	Maturity Date:	[*Fixed rate - specify date or Floating Rate* - Interest Payment Date falling in or nearest to [*specify*]]
10.	Interest Basis:	[ ] per cent. Fixed Rate] [[[ ] month] LIBOR/ EURIBOR/EONIA/[ ] Year EUR CMS/TEC 10] +/-per cent. Floating Rate] [Zero Coupon] [Inflation Linked Interest] [[ ] per cent. Fixed Rate, payable in [*specify currency*]]/[[[ ] month] LIBOR/ EURIBOR/EONIA/[ ] Year EUR CMS/TEC 10] +/-per cent. Floating Rate, payable in [*specify currency*]] (further particulars specified below)
11.	Redemption Basis:	[Redemption at par] [Dual Currency Redemption] [Reverse Dual Currency Redemption] [Inflation Linked Redemption] [Instalment]
12.	Change of Interest Basis:	[*Specify the date when any fixed to floating rate change occurs or refer to paragraphs 15 and 16 below and specify there/* Not Applicable]
13.	Put/Call Options:	[Not Applicable] [Investor Put] [Issuer Call] [(further particulars specified below)]
14. (i)	Status of the Notes:	Unsubordinated
(ii)	[Date of [Board] approval for issuance of Notes obtained:	[ ] (*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15.	Fixed Rate Note Provisions	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Rate[(s)] of Interest:	[ ] per cent. per annum payable in arrear on each Interest Payment Date

(ii)	Interest Payment Date(s):	[[ ] in each year up to and including the Maturity Date][, subject to adjustment in accordance with the Business Day Convention set out in (iii) below.] (*N.B. This will need to be amended in the case of long or short coupons*)
[(iii)	Business Day Convention:	[[Following / Modified Following / Preceding / Eurodollar][Business Day] Convention]]
[(iv)	Business Centre(s):	[ ] (*Note that this item relates to interest period end dates and not to the date and place of payment to which item 25 relates*)]
(v)	Fixed Coupon Amount[(s)]:	[ ] per Calculation Amount
(vi)	Broken Amount:	[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ] (*applicable to Notes in definitive form*)
(vii)	Day Count Fraction:	[30/360/Actual/Actual (ICMA/ISDA)/*include any other option from the Conditions*] (*Day count fraction should be Actual/Actual-ICMA for all fixed rate issues other than those denominated in U.S. dollars, unless otherwise agreed*)
(viii)	[Determination Dates:	[ ] in each year (*Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. — N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)*)]
16.	Floating Rate Note Provisions	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Interest Period (s):	[ ]
(ii)	Interest Payment Dates:	[ ] [, subject to adjustment in accordance with the Business Day Convention set out in (iii) below/, not subject to any adjustment, as the Business Day Convention in (iii) below is specified to be Not Applicable]
(iii)	Business Day Convention:	[[Following / Modified Following / Preceding / Floating Rate / Eurodollar][Business Day] Convention]/[Not Applicable]

(iv)	Business Centre(s):	[ ] (*Note that this item relates to interest period end dates and not to the date and place of payment to which item 26 relates*)
(v)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
(vi)	Interest Period End Date(s):	[Not applicable/*specify dates*]
(vii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[[ ]/[Not Applicable]]
(viii)	Screen Rate Determination:	
	- Reference Rate:	[[[ ] month] LIBOR/EURIBOR/EONIA/[ ] Year EUR CMS/TEC 10]
	- Interest Determination Date(s):	[[ ][TARGET 2] Business Days in [*specify city*] for [*specify currency*] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]]
	- Relevant Screen Page (if primary source is a screen page):	[ ]
	- Relevant Financial Centre:	[*The financial centre most closely connected to the Benchmark - specify if not London*]
(ix)	ISDA Determination:	
	- Floating Rate Option:	[ ]
	- Designated Maturity:	[ ]
	- Reset Date:	[ ]
(x)	Linear Interpolation:	[Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*).
	- Applicable Maturity	[●]
(xi)	Margin(s):	[+/-][ ] per cent. per annum

	(xii)	Minimum Rate of Interest[7]:	[ ] per cent. per annum/ 0 per cent. per annum]]
	(xiii)	Maximum Rate of Interest:	[ ] per cent. per annum
	(xiv)	Day Count Fraction:	[30/360/Actual/Actual (ICMA/ISDA)/*include any other option from the Conditions*]
17.	Zero Coupon Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Amortisation Yield:	[ ] per cent. per annum
	(ii)	Day Count Fraction:	[30/360/Actual/Actual (ICMA/ISDA)/*include any other option from the Conditions*]
18.	Inflation Linked Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph; or, (a) if applicable and in relation to CPI/HICP, delete (B) below; or (b) if applicable and in relation to RPI, delete (A) below.)*
[[(A)			
	(i)	Index:	[CPI/HICP]
	(ii)	Rate of Interest:	[ ] per cent. per annum multiplied by the Inflation Index Ratio
	(iii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[[ ] /[Not Applicable]]
	(iv)	Interest Period(s):	[ ]
	(v)	Interest Payment Date(s):	[ ]
	(vi)	Interest Period End Date(s):	[Not applicable/*specify dates*]
	(vii)	Interest Determination Date(s):	[ ]
	(viii)	Base Reference:	[CPI/HICP] Daily Inflation Reference Index applicable on [*specify date*] (amounting to: [ ])

[7] Unless a higher rate is stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

	(ix)	Day Count Fraction:	[30/360/Actual/Actual (ICMA/ISDA)/*include any other option from the Conditions*]
	(x)	Business Day Convention(s):	[[Following / Modified Following / Preceding / Floating Rate / Eurodollar][Business Day] Convention]]/[Not Applicable]
	(xi)	Business Centre(s):	[ ] (*Note that this item relates to interest period end dates and not to the date and place of payment to which item 26 relates*)
	(xii)	Minimum Rate of Interest[8]:	[[ ] per cent. per annum/ 0 per cent. per annum]]
	(xiii)	Maximum Rate of Interest:	[Not Applicable / [ ] per cent. per annum]
[(B)			
	(i)	Index:	[RPI]
	(ii)	Rate of Interest:	[[ ] per cent. per annum multiplied by the [Inflation Index Ratio]/[Limited Index Ratio]]
	(iii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[[ ] /[Not Applicable]]
	(iv)	Interest Period(s):	[ ]
	(v)	Interest Payment Date(s):	[ ]
	(vi)	Interest Period End Date(s):	[Not applicable/*specify dates*]
	(vii)	Interest Determination Date(s):	[ ]
	(viii)	Provisions for determining Coupon where calculation by reference to Index is impossible or otherwise disrupted:	Conditions [5.3(iii)(3)(B) to (D)] apply
	(ix)	Day Count Fraction:	[30/360/Actual/Actual (ICMA/ISDA)/*include any other option from the Conditions*]

[8] Unless a higher rate is stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(x)	Business Day Convention(s):	[[Following / Modified Following / Preceding / Floating Rate / Eurodollar][Business Day] Convention]/[Not Applicable]
(xi)	Business Centre(s):	[ ] (*Note that this item relates to interest period end dates and not to the date and place of payment to which item 25 relates*)
(xii)	Minimum Indexation Factor:	[Not Applicable / [ ]]
(xiii)	Maximum Indexation Factor:	[Not Applicable / [ ]]
(xiv)	Limited Indexation Month(s) or Period for calculation of Limited Indexation Factor:	[ ] per cent. per annum
(xv)	Base Index Figure:	[ ]
(xvi)	"Index" or "Index Figure":	Sub-paragraph [(i)/(ii)/(iii)] of the definition of "Index" or "Index Figure" as set out in Condition 5.3(iii)(3)(A) shall apply
(xvii)	Reference Gilt:	[ ]
(xviii)	Indexation Advisor:	[ ]]

19.	Dual Currency Note Provisions	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Rate of Exchange	[[●]/As per Conditions]
(ii)	FX Relevant Screen Page:	[ ]
(iii)	FX Relevant Time:	[ ]
(iv)	FX Determination Date:	[ ]
(v)	Business Centre(s):	[ ]
(vi)	Day Count Fraction:	[ ]
(vii)	Party responsible for calculating the interest due (if not the Calculation Agent):	[ ]

20.	Reverse Dual Currency Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate of Exchange:	[[●]/As per Conditions]
	(ii)	FX Relevant Screen Page:	[ ]
	(iii)	FX Relevant Time:	[ ]
	(iv)	FX Determination Date:	[ ]
	(v)	Business Centre(s):	[ ]
	(vi)	Day Count Fraction:	[ ]
	(vii)	Party responsible for calculating the interest due (if not the Calculation Agent):	[ ]

PROVISIONS RELATING TO REDEMPTION

21.	Optional Early Redemption (Issuer Call)		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Call Option Date(s):	[ ]
	(ii)	Early Redemption Amount(s) (Call):	[[ ] per Calculation Amount] /[Condition 6.13 applies (*applicable only in respect of Inflation Linked Notes*)]
	(iii)	If redeemable in part:	
		(a) Minimum nominal amount to be redeemed:	[ ]
		(b) Maximum nominal amount to be redeemed:	[ ]
	(iv)	Option Exercise Date:	[ ]
	(v)	Call Option Period (if other than as set out in the Conditions):	[ ] days (*N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider*

		the practicalities of distribution of information through intermediaries, for example clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)
22.	Optional Early Redemption (Investor Put)	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Put Date(s):	[ ]
	(ii) Early Redemption Amount(s)(Put):	[[ ] per Calculation Amount]/[Condition 6.13 applies (*applicable only in respect of Inflation Linked Notes*)]
	(iii) Option Exercise Date:	[ ]
	(iv) Put Period:	[ ] days
23.	Final Redemption Amount of each Note:	[[ ] per Calculation Amount] [In case of Inflation Linked Notes, to be determined in accordance with Conditions 6.7[(a)/(b)[and (c)]]
24.	Early Redemption Amount	
	(i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons, or on Event of Default [or for RPI reasons]:	[[ ]/[Par] per Calculation Amount] [In case of Inflation Linked Notes, to be determined in accordance with Condition[s] 6.13 [and 6.14]]
	(ii) Redemption for taxation reasons permitted on days other than Interest Payment Dates:	[Yes/No]
	(iii) Unmatured Coupons to become void upon early redemption (Bearer Notes only):	[Yes/No The provisions in the paragraph immediately following Condition 9A.6(d) apply/Not Applicable]
25.	Dual Currency Redemption Provisions	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Rate of Exchange:	[[●]/As per Conditions]
	(ii) FX Relevant Screen Page:	[ ]

	(iii)	FX Relevant Time:	[ ]
	(iv)	FX Determination Date:	[ ]
	(v)	Business Centre(s):	[ ]
	(vi)	Party responsible for calculating the principal due (if not the Calculation Agent):	[ ]
26.	Reverse Dual Currency Redemption Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate of Exchange:	[[●]/As per Conditions]
	(ii)	FX Relevant Screen Page:	[ ]
	(iii)	FX Relevant Time:	[ ]
	(iv)	FX Determination Date:	[ ]
	(v)	Business Centre(s):	[ ]
	(vi)	Party responsible for calculating the principal due (if not the Calculation Agent):	[ ]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

27.	(a)	Form of Notes:	[Bearer Notes/Exchangeable Bearer Notes/Registered Notes] [*Delete as appropriate*]
		(i) Temporary or Permanent Global Note/Certificate:	[Temporary Global Note/Certificate exchangeable for a Permanent Global Note/Certificate which is exchangeable for Definitive Notes/Certificate on [ ] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note/Certificate] [Temporary Global Note/Certificate exchangeable for Definitive Notes/Certificate on [ ] days' notice/at any time.] [Permanent Global Note/Certificate exchangeable for Definitive Notes/Certificate on [ ] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note/Certificate]

	(ii) Applicable TEFRA exemption:	[C Rules/D Rules/Not Applicable]
	(b) New Global Note:	[Yes][No]
28.	Relevant Financial Centre(s):	[Not Applicable/*give details. Note that this paragraph relates to the date and place of payment, and not Interest Period end dates, to which sub-paragraphs 15(iv), 16(iv) and 18(xi) relate*]
29.	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes/No. (*As the Notes have more than 27 coupon payments, talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made*)]
30.	Details relating to Instalment Notes:	[Not Applicable/*give details*]
	(i) Instalment Amount(s):	[ ]
	(ii) Instalment Date(s):	[ ]
	(iii) Minimum Instalment Amount:	[ ]
	(iv) Maximum Instalment Amount:	[ ]
31.	Redenomination, renominalisation and reconventioning provisions:	[Not Applicable/The provisions in Condition 9D apply [including Exchangeability as specified in Condition 9D(c)]]
32.	Consolidation provisions:	[Not Applicable/The provisions in Condition 15.2 apply]
33.	Prohibition of Sales to EEA Retail Investors:	Applicable/Not Applicable] (*If the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified.*)

[LISTING APPLICATION AND ADMISSION TO TRADING

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the Euro 55,000,000,000 Euro Medium Term Note Programme of SNCF Réseau.]

SIGNIFICANT CHANGE AND MATERIAL ADVERSE CHANGE STATEMENT

[Except as disclosed in the Base Prospectus [, as supplemented], there/There] has been no significant change in the financial or trading position of the Issuer since [*insert date of last audited accounts or interim accounts (if later)*] and no material adverse change in the financial position or prospects of the Issuer since [*insert date of last published annual accounts.*]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[*Relevant third party information, for example in compliance with Annex XII to the Prospectus Directive Regulation in relation to an index or its components*] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading].

Signed on behalf of [name of the Issuer]:

By

---------- Duly authorised

PART B – OTHER INFORMATION

1.	**LISTING AND ADMISSION TO TRADING**	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on Euronext Paris [*specify other relevant regulated market*] with effect from [ ]]. [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on Euronext Paris [*specify other relevant regulated market*] with effect from [ ]]. [Not Applicable]. (*Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.*)
2.	**RATINGS**	
	Ratings:	[The Notes to be issued [have been/are expected to be] rated][The Programme is rated]: [Fitch: ..... [ ]] [Moody's: ..... [ ]] [S & P: ..... [ ]] [[Other]: ..... [ ]] [*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider*] Insert one (or more) of the following options, as applicable: [[Insert credit rating agency/ies] [is/are] established in the European Union and [has/have each] applied for registration under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No. 513/2011, although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.][9]

[9]It is important to liaise with the Issuer and/or the relevant credit rating agencies to determine (i) the specific legal entity which will issue the credit ratings, and (ii) the status of any application which has been made to the relevant competent authority by that entity. It is recommended that these enquiries are made at an early stage to allow sufficient time for the information to be obtained.

[[Insert credit rating agency/ies] [is/are] established in the European Union and registered under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No. 513/2011.]

[[Insert credit rating agency/ies] [is/are] not established in the European Union and [has/have] not applied for registration under Regulation (EC) No 1060/2009 as amended by Regulation (EU) No. 513/2011.]

(*The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating*)

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. - *Amend as appropriate if there are other interests*]

[(*When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.*)]

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i)	Reasons for the offer:	[ ] / [The net proceeds of the issue of the Notes will be applied by the Issuer to finance its general activities] / [the net proceeds of the issue of the Notes will be used to finance investments in one or more of the Eligible Green Projects (see use of Proceeds wording in the Base Prospectus).] [ ] *(if applicable, describe specific Eligible Green Project and/or availability of third party opinions and/or where information can be obtained, etc…)* (*See "Use of Proceeds" wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here*)]**
[(ii)]	Estimated net proceeds:	[ ]

(*If proceeds are intended for more than one use it will need to be split out and presented in order of priority. If proceeds insufficient to fund all proposed uses, state amount and sources of other funding*)**

[(iii)] Estimated total expenses: [ ] [*Include breakdown of expenses*]**

**(*If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above*)

5. YIELD (*Fixed Rate Notes only*)

Indication of yield: [ ] per cent. per annum

[Calculated as [*include details of method of calculation in summary form*] on the Issue Date.]

[(*Only applicable for offer to the public in France*) [Yield gap of [●] per cent. in relation to tax free French government bonds (*obligations assimilables au Trésor* (OAT)) of an equivalent duration.]

[The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6. HISTORIC INTEREST RATES (*Floating Rate Notes only*)

Historic interest rates: Details of historic [LIBOR/EURIBOR/EONIA/EUR CMS/TEC 10 or other rates as specified in the Conditions] can be obtained from [Reuters].

[Benchmarks: Amounts payable under the Notes will be calculated by reference to [●] which is provided by [●]. As at [●], [●] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the **Benchmark Regulation**). [As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmark Regulation apply, such that [●] is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).]]

7. PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING

[*Inflation Linked Notes only*

(i) Name of underlying index: [ ]

(ii) Information about the Index, its volatility and past and future performance can be obtained: [ ]

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information].]

8. PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT (*Dual Currency Notes / Reverse Dual Currency Notes only*)

[*If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.*]

(*N.B. The requirement below only applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies*.)

[*Need to include details of where past and future performance and volatility of the relevant rates can be obtained*.]

9. OPERATIONAL INFORMATION

(i)	ISIN Code:	[ ] [Temporary number [●] will apply until the Exchange Date, and from such date, permanent number [●] will apply. (*in the case of fungible issues only, if applicable*)]
(ii)	Common Code:	[ ] [Temporary number [●] will apply until the Exchange Date, and from such date, permanent number [●] will apply. (*in the case of fungible issues only, if applicable*)]
(iii)	Any clearing system(s) other than Euroclear and Clearstream and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*]
(iv)	Delivery:	Delivery [against/free of] payment
(v)	Names and addresses of additional Paying Agent(s) [or Calculation Agent] (if any):	[ ]
(vi)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the

Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.]

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

(vii) FISN Code: [See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN / Not Applicable / Not Available]

(viii) CFI Code: [See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN / Not Applicable / Not Available]

(*If the CFI and/or FISN is not required or requested, it/they should be specified to be "Not Applicable"*.)

10. DISTRIBUTION

(i) Method of distribution: [Syndicated/Non syndicated]

(ii) If syndicated:

(A) Names and addresses of Managers and underwriting commitments: [Not Applicable/*give names and addresses and underwriting commitments*]

(*Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers*)

	(B) Date of [Subscription] Agreement:	[ ]
	(C) Stabilising Manager(s) (if any):	[Not Applicable/*give name*]
(iii)	If non-syndicated, name and address of relevant Dealer:	[Not Applicable/*give name and address*]
(iv)	Indication of the overall amount of the underwriting commission and of the placing concession:	[ ] per cent. of the Aggregate Nominal Amount
(v)	US Selling Restrictions:	Reg. S Compliance Category 2 applies to the Notes; [TEFRA C/TEFRA D/ TEFRA not applicable]
(vi)	Non-exempt Offer:	[Applicable][Not Applicable] (*if not applicable, delete the remaining placeholders of this sub-paragraph (vi) and also paragraph 11 below*)
	Non-exempt Offer jurisdictions:	[*Specify relevant Member State(s) where the Issuer intends to make the non-exempt offer (where the Base Prospectus lists Non-exempt Offer jurisdictions, select from that list) which must therefore be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published*)]
	Offer period:	[*Specify date*] until [*specify date*]
	Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the conditions in it:	[*Insert names and addresses of financial intermediaries receiving consent (specific consent)*]
	General Consent:	[Not Applicable][Applicable]
	Other Authorised Offeror Terms:	[Not Applicable][*Add here any other Authorised Offeror Terms*]

10. [TERMS AND CONDITIONS OF THE OFFER]

Offer Price:	[Issue Price][*specify*]
Conditions to which the offer is subject:	[Not Applicable/*give details*]
Description of the application process:	[Not Applicable/*give details*]

Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable/*give details*]
Details of the minimum and/or maximum amount of application:	[Not Applicable/*give details*]
Details of the method and time limits for paying up and delivering the Notes:	[Not Applicable/*give details*]
Manner in and date on which results of the offer are to be made public:	[Not Applicable/*give details*]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable/*give details*]
Whether tranche(s) have been reserved for certain countries:	[Not Applicable/*give details*]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable/*give details*]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable/*give details*]
Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:	[None/*give details*]
[Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment:]	[[None/*give details*]]

ANNEX – SUMMARY OF THE ISSUE

This summary relates to [*description of the Notes issued*] described in the final terms (the **Final Terms**) to which this summary is attached. This summary includes that information contained in the summary of the base prospectus dated 12 June 2019 which has received visa no. 19-256 from the *Autorité des marchés financiers* (the **AMF**) on 12 June 2019 [as supplemented by the Supplement(s) dated [•] which has received visa no. [•] from the AMF on [•]] (the **Base Prospectus**) which is relevant to the Notes together with the relevant information from the Final Terms. This summary must be read as an introduction to the Base Prospectus and is provided as an aid to investors when considering whether to invest in the Notes, but is not a substitute for the Base Prospectus. Any decision to invest in the Notes should be based on a consideration of the Base Prospectus as a whole, including any documents incorporated by reference [, the supplement(s) dated [•] which has received visa no. [•] from the AMF on [•]] and the Final Terms. Following the implementation of the relevant provisions of Directive 2003/71/EC as amended or superseded (the **Prospectus Directive**) in each Member State of the European Economic Area, no civil liability will attach to the Issuer in any such Member State solely on the basis of this summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus and the Final Terms or it does not provide, when read together with the other parts of the Base Prospectus and the Final Terms, key information (as defined in Article 2.1(s) of the Prospectus Directive) in order to aid investors when considering whether to invest in the Notes. Where a claim relating to information contained in the Base Prospectus and the Final Terms is brought before a court, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.

Summaries are made up of disclosure requirements known as "Elements" required by Annex XXII and Annex XXX of Regulation EC No 809/2004 as amended. These elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of Notes and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of Notes and Issuer, it is possible that no relevant information can be given regarding this Element. In this case a short description of the Element is included in the summary with the mention of "Not Applicable".

		[To be completed as per introductory Summary]
A.1	**[etc]**	

ANNEXE – RÉSUMÉ DE L'ÉMISSION

Ce résumé concerne [*description des Titres émis*] (les **Titres**) décrits dans les conditions définitives (les **Conditions Définitives** auxquelles ce résumé est annexe. Ce résumé comprend l'information contenue dans le résumé du prospectus de base en date du 12 juin 2019 qui a reçu le visa no. 19-256 de l'Autorité des marchés financiers (l'**AMF**) le 12 juin 2019 [tel que complété par le(s) supplément(s) en date du [•] qui a reçu le visa no. [•] de l'AMF le [•]] (le **Prospectus de Base**) relative aux Titres ainsi que l'information pertinente des Conditions Définitives. Ce résumé doit être lu comme une introduction au Prospectus de Base et est fourni comme une aide aux investisseurs envisageant d'investir dans les Titres, mais ne se substitue pas au Prospectus de Base. Toute décision d'investir dans les Titres devrait être prise au regard du Prospectus du Base dans son ensemble, ce inclus tous documents incorporés par référence [, le(s) supplément(s) en date du [•] qui a reçu le visa no [•] de l'AMF le [•]] et les Conditions Définitives. A la suite de la transposition des dispositions applicables de la Directive 2003/71/CE telle que modifiée ou remplacée (la **Directive Prospectus**) dans chacun des États Membres de l'Espace Economique Européen, la responsabilité civile de l'Emetteur peut être engagée, mais uniquement si le contenu du résumé est trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base, ou s'il ne fournit pas, lu en combinaison avec les autres parties du Prospectus de Base et les Conditions Définitives, les informations clés (telles que définies à l'Article 2.1(s) de la Directive Prospectus) permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans les Titres. Lorsqu'une action en responsabilité concernant l'information contenue dans le Prospectus de Base et les Conditions Définitives est intentée devant un tribunal, le plaignant peut, selon la législation nationale de l'État Membre dans lequel l'action est intentée, avoir à supporter les frais de traduction du Prospectus de Base avant le début de la procédure judiciaire.

Les résumés contiennent des exigences de publicité appelées **Éléments** dont la communication est requise par l'Annexe XXII et l'Annexe XXX du Règlement EC No 809/2004 tel que modifié. Ces éléments sont numérotés dans les sections A à E (A.1 – E.7).

Ce résumé contient tous les éléments devant être inclus dans un résumé pour ce type de valeurs mobilières et d'Émetteur. La numérotation des Éléments peut ne pas se suivre en raison du fait que certains Éléments n'ont pas à être inclus.

Bien qu'un Élément doive être inclus dans le résumé du fait du type de valeur mobilière et d'Émetteur concerné, il se peut qu'aucune information pertinente ne puisse être donnée sur cet Élément. Dans ce cas, une brève description de l'Élément est incluse dans le résumé suivie de la mention «Sans objet».

		[A compléter comme le résumé introductif]
A.1	**[etc]**	

FORM OF FINAL TERMS (AT LEAST €100,000 (OR ITS EQUIVALENT IN ANOTHER CURRENCY))

Pro Forma Final Terms for an issue by SNCF Réseau under the Euro Medium Term Note Programme with a denomination of at least EUR 100,000 (or its equivalent in another currency).

Final Terms

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

[**PROHIBITION OF SALES TO EUROPEAN ECONOMIC AREA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold, or otherwise made available to any retail investor in the European Economic Area. 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 or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No. 1286/2014 (the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the European Economic Area has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the European Economic Area may be unlawful under the PRIIPs Regulation.]

[Notification pursuant to Section 309B of the Securities and Futures Act, Chapter 289 of Singapore – The Notes are capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore).][1]

Final Terms dated [ ]

SNCF Réseau

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] [Green Bonds]

under the Euro 55,000,000,000 Euro Medium Term Note Programme

Legal Entity Identifier (LEI) of the Issuer: 969500VZN4KDEZ14C105

[1] Legend to be included only if (i) the Notes are being offered to investors in Singapore through a financial institution operating in Singapore and (ii) the Notes are capital markets products other than prescribed capital markets products, as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 12 June 2019 [and the supplement to the Base Prospectus dated [*date*]] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC as amended or superseded (the **Prospectus Directive**). This document constitutes the Final Terms relating to the issue of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplement to the Base Prospectus] [is/are] available for viewing [at [*website*]] [and] during normal business hours at [*address*] [and copies may be obtained from [*address*]].

[*The following alternative language applies if the first tranche of an issue which is being increased was issued under an Information Memorandum or a Base Prospectus with an earlier date.*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the [Information Memorandum/Base Prospectus] dated [*original date*] which are incorporated by reference in the Base Prospectus dated [*current date*]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of Directive 2003/71/EC as amended or superseded (the **Prospectus Directive**) and must be read in conjunction with the Base Prospectus dated [*current date*] [and the supplement to the Base Prospectus dated [*date*]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the [Information Memorandum/Base Prospectus] dated [*original date*]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the [Information Memorandum/Base Prospectus] dated [*original date*] and the Base Prospectus dated [*current date*] [as so supplemented]. Copies of such Information Memorandum and such Base Prospectus [and the supplement to the Base Prospectus] are available for viewing [at [*website*]] [and] during normal business hours at [*address*] [and copies may be obtained from [*address*]].]

[THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY NOR HAS ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF NOTES OR THE ACCURACY OR THE ADEQUACY OF THESE FINAL TERMS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.][2]

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND THE NOTES MAY INCLUDE BEARER NOTES THAT ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. SUBJECT TO CERTAIN EXCEPTIONS, THE NOTES MAY NOT BE OFFERED OR SOLD OR [, IN THE CASE OF BEARER NOTES,] DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT (**REGULATION S**)). THESE FINAL TERMS HAVE BEEN PREPARED BY THE ISSUER FOR USE IN CONNECTION WITH THE OFFER AND SALE OF THE NOTES OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN RELIANCE ON REGULATION S [AND WITHIN THE UNITED STATES ONLY

[2] Only required if any notes are to be resold pursuant to Rule 144A.

TO "QUALIFIED INSTITUTIONAL BUYERS" IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT (**RULE 144A**)][3] AND FOR THE LISTING OF NOTES [ON EURONEXT PARIS] [AND,] [THE OFFICIAL LIST OF THE LUXEMBOURG STOCK EXCHANGE] [AND] [*ADD ANY OTHER STOCK EXCHANGE*]. [PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT SELLERS OF THE NOTES MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A.][4] FOR A DESCRIPTION OF THESE AND CERTAIN FURTHER RESTRICTIONS ON OFFERS AND SALES OF THE NOTES AND DISTRIBUTION OF THESE FINAL TERMS, SEE "*SUBSCRIPTION AND SALE*" [IN THE BASE PROSPECTUS DATE [*CURRENT DATE*] (*in the case of fungible issues, only*)].

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.*]

[*If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.*]

1.	Issuer:		SNCF Réseau
2.	(i)	Series Number:	[ ]
	(ii)	Tranche Number:	[ ]
	(iii)	Date on which the Notes become fungible:	[Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [*insert description of the Series*] on [*insert date*/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 24 below [which is expected to occur on or about [*insert date*] (the **Exchange Date**)]]
3.	Specified Currency or Currencies:		[ ]
4.	[Equivalent Currency		[ ]] (*Only applicable in respect of Dual Currency Notes or Reverse Dual Currency Notes*)
5.	Aggregate Nominal Amount:		
	[(i)]	Series	[ ]
	[(ii)	Tranche:	[ ]]

[3] Only required if any notes are to be resold pursuant to Rule 144A.

[4] Only required if any notes are to be resold pursuant to Rule 144A.

6.	Issue Price:	[ ] per cent. of the Aggregate Nominal Amount [of the Tranche plus accrued interest from [*insert date*] (*in the case of fungible issues only, if applicable*)]
7.	(i) Specified Denominations[5]:	[ ] *(Note – In the case of bearer notes, where multiple denominations above 100,000 or equivalent are being used the following sample wording should be followed:* "€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. No Notes in definitive form will be issued with a denomination above €199,000.")
	(ii) Calculation Amount:	[ ] [*If only one Specified Denomination, insert such Specified Denomination.* *If more than one Specified Denomination, insert the highest common factor*]
	[(iii) Equivalent Calculation Amount:	[ ]] (*Only applicable in respect of Reverse Dual Currency Notes*)]
8.	[(i)] Issue Date:	[ ]
	[(ii)] Interest Commencement Date:	[*specify*/Issue Date/Not Applicable] *(N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*
9.	Maturity Date:	[*Fixed rate - specify date or* *Floating Rate* - Interest Payment Date falling in or nearest to [*specify*]]
10.	Interest Basis:	[ ] per cent. Fixed Rate] [[ ] month] LIBOR/EURIBOR/EONIA/[ ] Year EUR CMS/TEC 10] +/ per cent. Floating Rate] [Zero Coupon] [Inflation Linked Interest] [[ ] per cent.Fixed Rate, payable in [*specify currency*]]/[[[ ] month] LIBOR/EURIBOR/EONIA/[ ] Year EUR CMS/TEC 10] +/- per cent. Floating Rate, payable in [*specify currency*]] (further particulars specified below)

[5] Note: Notes listed on Euronext Paris may only be issued in one Specified Denomination.

11.	Redemption Basis:		[Redemption at par] [Dual Currency Redemption] [Reverse Dual Currency Redemption] [Inflation Linked Redemption] [Instalment]
12.	Change of Interest Basis:		[*specify the date when any fixed to floating rate change occurs or refer to paragraphs 15 and 16 below and specify there/*Not Applicable]
13.	Put/Call Options:		[Not Applicable] [Investor Put] [Issuer Call] [(further particulars specified below)]
14.	(i)	Status of the Notes:	Unsubordinated
	(ii)	[Date of [Board] approval for issuance of Notes obtained:	[ ] (*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15.	Fixed Rate Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate[(s)] of Interest:	[ ] per cent. per annum payable in arrear on each Interest Payment Date] in arrear]
	(ii)	Interest Payment Date(s):	[[ ] in each year up to and including the Maturity Date] [, subject to adjustment in accordance with the Business Day Convention set out in (iii) below.] (*N.B. This will need to be amended in the case of long or short coupons*)
	[(iii)	Business Day Convention:	[[Following / Modified Following / Preceding / Eurodolla Convention]]
	[(iv)	Business Centre(s):	[ ] (*Note that this item relates to interest period end dates and r place of payment to which item 25 relates*)]
	(v)	Fixed Coupon Amount[(s)]:	[ ] per Calculation Amount
	(vi)	Broken Amount:	[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ] (*applicable to Notes in definitive form*)

	(vii)	Day Count Fraction:	[30/360/Actual/Actual (ICMA/ISDA)/*include any other option from the Conditions*] (*Day count fraction should be Actual/Actual-ICMA for all fixed rate issues other than those denominated in U.S. dollars, unless otherwise agreed*)
	(viii)	[Determination Dates:	[ ] in each year (*Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. — N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)*)]
16.	Floating Rate Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Interest Period (s):	[ ]
	(ii)	Interest Payment Dates:	[ ] [, subject to adjustment in accordance with the Business Day Convention set out in (iii) below/, not subject to any adjustment, as the Business Day Convention in (iii) below is specified to be Not Applicable]
	(iii)	Business Day Convention:	[[Following / Modified Following / Preceding / Floating Rate / Eurodollar][Business Day] Convention]/[Not Applicable]
	(iv)	Business Centre(s):	[ ] (*Note that this item relates to interest period end dates and not to the date and place of payment to which item 25 relates*)
	(v)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
	(vi)	Interest Period End Date(s):	[Not applicable/*specify dates*]
	(vii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[[•]/[Not Applicable]]
	(viii)	Screen Rate Determination:	
		- Reference Rate:	[[ ] month] LIBOR/EURIBOR/EONIA/[ ] Year CMS/TEC 10]

	-	Interest Determination Date(s):	[[ ][TARGET 2] Business Days in [*specify city*] for [*specify currency*] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]]
	-	Relevant Screen Page (if primary source is a screen page):	[ ]
	-	Relevant Financial Centre:	[*The financial centre most closely connected to the Benchmark - specify if not London*]
(ix)	ISDA Determination:		
	-	Floating Rate Option:	[ ]
	-	Designated Maturity:	[ ]
	-	Reset Date:	[ ]
(x)	Linear Interpolation:		[Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*).
	-	Applicable Maturity:	[●]
(xi)	Margin(s):		[+/-][ ] per cent. per annum
(xii)	Minimum Rate of Interest[6]:		[ ] per cent. per annum/ 0 per cent. per annum]]
(xiii)	Maximum Rate of Interest:		[ ] per cent. per annum
(xiv)	Day Count Fraction:		[30/360/Actual/Actual (ICMA/ISDA)/*include any other option from the Conditions*]
17.	Zero Coupon Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Amortisation Yield:		[ ] per cent. per annum

[6] Unless a higher rate is stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

	(ii)	Day Count Fraction:	[30/360/Actual/Actual (ICMA/ISDA)/*include any other option from the Conditions*]
18.	Inflation Linked Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph; or, (a) if applicable and in relation to CPI/HICP, delete (B) below; or (b) if applicable and in relation to RPI, delete (A) below.)*
[(A)			
	(i)	Index:	[CPI / HICP]
	(ii)	Rate of Interest:	[ ] per cent. per annum multiplied by the Inflation Index Ratio
	(iii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[[ ] /[Not Applicable]]
	(iv)	Interest Period(s):	[ ]
	(v)	Interest Payment Date(s):	[ ]
	(vi)	Interest Period End Date(s):	[Not applicable/*specify dates*]
	(vii)	Interest Determination Date(s):	[ ]
	(viii)	Base Reference:	[CPI/HICP] Daily Inflation Reference Index applicable on [*specify date*] (amounting to: [ ])
	(ix)	Day Count Fraction:	[30/360/Actual/Actual (ICMA/ISDA)/*include any other option from the Conditions*]
	(x)	Business Day Convention(s):	[[Following / Modified Following / Preceding / Floating Rate / Eurodollar][Business Day] Convention]]/[Not Applicable]
	(xi)	Business Centre(s):	[ ] (*Note that this item relates to interest period end dates and not to the date and place of payment to which item 26 relates)*
	(xii)	Minimum Rate of Interest[7]:	[ ] per cent. per annum/ 0 per cent. per annum]]

[7] Unless a higher rate is stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

	(xiii)	Maximum Rate of Interest:	[Not Applicable / [ ] per cent. per annum]
[(B)			
	(i)	Index:	[RPI]
	(ii)	Rate of Interest:	[[ ] per cent. per annum multiplied by the [Inflation Index Ratio]/[Limited Index Ratio]]
	(iii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[[ ] /[Not Applicable]]
	(iv)	Interest Period(s):	[ ]
	(v)	Interest Payment Date(s):	[ ]
	(vi)	Interest Period End Date(s):	[Not applicable/*specify dates*]
	(vii)	Interest Determination Date(s):	[ ]
	(viii)	Provisions for determining Coupon where calculation by reference to Index is impossible or otherwise disrupted:	Conditions [5.3(iii)(3)(B) to (D)] apply
	(ix)	Day Count Fraction:	[30/360/Actual/Actual (ICMA/ISDA)/*include any other option from the Conditions*]
	(x)	Business Day Convention(s):	[[Following / Modified Following / Preceding / Floating Rate / Eurodollar][Business Day] Convention]/[Not Applicable]
	(xi)	Business Centre(s):	[ ] (*Note that this item relates to interest period end dates and not to the date and place of payment to which item 26 relates*)
	(xii)	Minimum Indexation Factor:	[Not Applicable / [ ]]
	(xiii)	Maximum Indexation Factor:	[Not Applicable / [ ]]
	(xiv)	Limited Indexation Month(s) or Period for	[ ] per cent. per annum

		calculation of Limited Indexation Factor:	
	(xv)	Base Index Figure:	[ ]
	(xvi)	"Index" or "Index Figure":	Sub-paragraph [(i)/(ii)/(iii)] of the definition of "Index" or "Index Figure" as set out in Condition 5.3(iii)(3)(A) shall apply
	(xvii)	Reference Gilt:	[ ]
	(xviii)	Indexation Advisor:	[ ]]
19.	Dual Currency Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate of Exchange:	[[●]/As per Conditions]
	(ii)	FX Relevant Screen Page:	[ ]
	(iii)	FX Relevant Time:	[ ]
	(iv)	FX Determination Date:	[ ]
	(v)	Business Centre(s):	[ ]
	(vi)	Day Count Fraction:	[ ]
	(vii)	Party responsible for calculating the interest due (if not the Calculation Agent):	[ ]
20.	Reverse Dual Currency Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate of Exchange:	[[●]/As per Conditions]
	(ii)	FX Relevant Screen Page:	[ ]
	(iii)	FX Relevant Time:	[ ]
	(iv)	FX Determination Date:	[ ]
	(v)	Business Centre(s):	[ ]
	(vi)	Day Count Fraction:	[ ]

(vii)	Party responsible for calculating the interest due (if not the Calculation Agent):	[ ]

PROVISIONS RELATING TO REDEMPTION

21.	Optional Early Redemption (Issuer Call):	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Call Option Date(s):	[ ] days
(ii)	Early Redemption Amount(s) (Call):	[[ ] per Calculation Amount] /[Condition 6.13 applies *(applicable only in respect of Inflation Linked Notes)*]
(iii)	If redeemable in part:	
(a)	Minimum nominal amount to be redeemed:	[ ]
(b)	Maximum nominal amount to be redeemed:	[ ]
(iv)	Option Exercise Date:	[ ]
(v)	Call Option Period (if other than as set out in the Conditions):	[ ] (*N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent*)
22.	Optional Early Redemption (Investor Put):	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Put Date(s):	[ ]
(ii)	Early Redemption Amount(s)(Put):	[[ ] per Calculation Amount]/[Condition 6.13 applies *(applicable only in respect of Inflation Linked Notes)*]
(iii)	Option Exercise Date:	[ ]

	(iv)	Put Period:	[ ] days
23.	Final Redemption Amount of each Note:		[[ ] per Calculation Amount] [In case of Inflation Linked Notes, to be determined in accordance with Conditions 6.7[(a)/(b)[and (c)]]
24.	Early Redemption Amount		
	(i)	Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on Event of Default [or for RPI reasons]:	[[ ]/[Par] per Calculation Amount] [In case of Inflation Linked Notes, to be determined in accordance with Condition[s] 6.13 [and 6.14]]
	(ii)	Redemption for taxation reasons permitted on days other than Interest Payment Dates:	[Yes/No]
	(iii)	Unmatured Coupons to become void upon early redemption (Bearer Notes only):	[Yes/No The provisions in the paragraph immediately following Condition 9A.6(d) apply/Not Applicable]
25.	Dual Currency Redemption Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i)	Rate of Exchange:	[[●]/As per Conditions]
	(ii)	FX Relevant Screen Page:	[ ]
	(iii)	FX Relevant Time:	[ ]
	(iv)	FX Determination Date:	[ ]
	(v)	Business Centre(s):	[ ]
	(vi)	Party responsible for calculating the principal due (if not the Calculation Agent):	[ ]
26.	Reverse Currency Redemption Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

	(i)	Rate of Exchange:	[[●]/As per Conditions]
	(ii)	FX Relevant Screen Page:	[ ]
	(iii)	FX Relevant Time:	[ ]
	(iv)	FX Determination Date:	[ ]
	(v)	Business Centre(s):	[ ]
	(vi)	Party responsible for calculating the interest due (if not the Calculation Agent):	[ ]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

27.	(a)	Form of Notes:		[Bearer Notes/Exchangeable Bearer Notes/Registered Notes] [*Delete as appropriate*]
		(i)	Temporary or Permanent Global Note/Certificate:	[Temporary Global Note/Certificate exchangeable for a Permanent Global Note/Certificate which is exchangeable for Definitive Notes/Certificate on [ ] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note/Certificate] [Temporary Global Note/Certificate exchangeable for Definitive Notes/Certificate on [ ] days' notice/at any time.] [Permanent Global Note/Certificate exchangeable for Definitive Notes/Certificate on [ ] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note/Certificate] (*N.B. In the case of bearer notes, the exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: "€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes)*
		(ii)	Applicable TEFRA exemption:	[C Rules/D Rules/Not Applicable]
	(b)	New Global Note:		[Yes][No]

28.	Relevant Financial Centre(s):	**[**Not Applicable/*give details. Note that this paragraph relates to the date and place of payment, and not Interest Period end dates, to which sub-paragraphs 15(iv), 16(iv) and 18(xi) relate*]
29.	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes/No. (*As the Notes have more than 27 coupon payments, talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made*)]
30.	Details relating to Instalment Notes:	[Not Applicable/*give details*]
	(i) Instalment Amount(s):	[ ]
	(ii) Instalment Date(s):	[ ]
	(iii) Minimum Instalment Amount:	[ ]
	(iv) Maximum Instalment Amount:	[ ]
31.	Redenomination, renominalisation and reconventioning provisions:	[Not Applicable/The provisions in Condition 9D apply [including Exchangeability as specified in Condition 9D(c)]]
32.	Consolidation provisions:	[Not Applicable/The provisions in Condition 15.2 apply]
33.	Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable] (*If the Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified.*)

[LISTING APPLICATION AND ADMISSION TO TRADING

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the Euro 55,000,000,000 Euro Medium Term Note Programme of SNCF Réseau.]

SIGNIFICANT CHANGE AND MATERIAL ADVERSE CHANGE STATEMENT

[Except as disclosed in the Base Prospectus [, as supplemented], there/There] has been no significant change in the financial or trading position of the Issuer since [*insert date of last audited accounts or interim accounts (if later)*] and no material adverse change in the financial position or prospects of the Issuer since [*insert date of last published annual accounts.*]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[*Relevant third party information, for example in compliance with Annex XII to the Prospectus Directive Regulation in relation to an index or its components*] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading].

Signed on behalf of [name of the Issuer]:

By

---------- Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i)	Admission to trading:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on Euronext Paris [*specify other relevant regulated market*] with effect from [ ]]. [Application will be made by the Issuer to the Taipei Exchange in Taiwan (the **TPEx**) for the listing of the Notes on the TPEx]. [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on Euronext Paris [*specify other relevant regulated market*] with effect from [ ]]. [Not Applicable]. (*Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.*) [Application will be made for the Notes to be admitted to trading on the TPEx with effect from the Issue Date. TPEx is not responsible for the content of this document and the Base Prospectus and no representation is made by TPEx to the accuracy or completeness of this document and the Base Prospectus. TPEx expressly disclaims any and all liability for any losses arising from, or as a result of the reliance on, all or part of the contents of this document and the Base Prospectus. Admission to the listing and trading of the Notes on the TPEx shall not be taken as an indication of the merits of the Issuer or the Notes. The effective date of the listing of the Notes is on or about the Issue Date.]
(ii)	Estimate of total expenses related to admission to trading:	[ ]

2. RATINGS

	Ratings:	[The Notes to be issued [have been/are expected to be] rated] [The Programme is rated]: [Fitch: .....[ ]] [Moody's: .....[ ]] [S & P: .....[ ]] [[Other]: .....[ ]]

[*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider*]

Insert one (or more) of the following options, as applicable:

[[Insert credit rating agency/ies] [is/are] established in the European Union and [has/have each] applied for registration under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No. 513/2011, although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.][8]

[[Insert credit rating agency/ies] [is/are] established in the European Union and registered under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No. 513/2011.]

[[Insert credit rating agency/ies] [is/are] not established in the European Union and [has/have] not applied for registration under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No. 513/2011.]

(*The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating*)

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. - *Amend as appropriate if there are other interests*]

[(*When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.*)]

[8] It is important to liaise with the Issuer and/or the relevant credit rating agencies to determine (i) the specific legal entity which will issue the credit ratings, and (ii) the status of any application which has been made to the relevant competent authority by that entity. It is recommended that these enquiries are made at an early stage to allow sufficient time for the information to be obtained.

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i)	Reasons for the offer:	[ ] / [The net proceeds of the issue of the Notes will be applied by the Issuer to finance its general activities] / [the net proceeds of the issue of the Notes will be used to finance investments in one or more of the Eligible Green Projects (see use of Proceeds wording in the Base Prospectus).] [ ] *(if applicable, describe specific Eligible Green Project and/or availability of third party opinions and/or where information can be obtained, etc…)* [*(See "Use of Proceeds" wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here)*]**
[(ii)]	Estimated net proceeds:	[ ] (*If proceeds are intended for more than one use it will need to be split out and presented in order of priority. If proceeds insufficient to fund all proposed uses, state amount and sources of other funding*)**
[(iii)]	Estimated total expenses:	[ ] [*Include breakdown of expenses*]** **(*If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above*)

5. YIELD (*Fixed Rate Notes only*)

Indication of yield:	[ ] per cent. per annum [Calculated as [*include details of method of calculation in summary form*] on the Issue Date.] The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6. HISTORIC INTEREST RATES (*Floating Rate Notes only*)

Historic interest rates:	Details of historic [LIBOR/EURIBOR/EONIA/EUR CMS/TEC 10 or other rates as specified in the Conditions] can be obtained from [Reuters].
[Benchmarks:	Amounts payable under the Notes will be calculated by reference to [•] which is provided by [•]. As at [•], [•] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the **Benchmark Regulation**). [As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmark Regulation apply, such that [•] is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).]]

7. PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING

[*Inflation Linked Notes only*

(i) Name of underlying index: [ ]

(ii) Information about the Index, its volatility and past and future performance can be obtained: [ ]

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information].**]**

8. PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT (*Dual Currency Notes / Reverse Dual Currency Notes only*)

[*If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.*]

(*N.B. The requirement below only applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies*.)

[*Need to include details of where past and future performance and volatility of the relevant rates can be obtained*.]

9. OPERATIONAL INFORMATION

(i)	ISIN Code:	[ ] [Temporary number [●] will apply until the Exchange Date, and from such date, permanent number [●] will apply. (*in the case of fungible issues only, if applicable*)]
(ii)	Common Code:	[ ] [Temporary number [●] will apply until the Exchange Date, and from such date, permanent number [●] will apply. (*in the case of fungible issues only, if applicable*)]
(iii)	Any clearing system(s) other than Euroclear and Clearstream and the relevant identification number(s):	[Not Applicable/*give name(s) and number(s)*]
(iv)	Delivery:	Delivery [against/free of] payment
(v)	Names and addresses of additional Paying Agent(s) [or Calculation Agent] (if any):	[ ]
(vi)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.] [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]
(vii)	FISN Code:	[See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the

		responsible National Numbering Agency that assigned the ISIN / Not Applicable / Not Available]
(viii)	CFI Code:	[See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN / Not Applicable / Not Available] (*If the CFI and/or FISN is not required or requested, it/they should be specified to be "Not Applicable"*.)

10. DISTRIBUTION

(i)	Method of distribution:		[Syndicated/Non Syndicated]
(ii)	If syndicated:		
	(A)	Names of Managers:	[Not Applicable/*give names*]
	(B)	Stabilisation Manager(s) (if any):	[Not Applicable/*give names*]
(iii)	If non-syndicated, name of Dealer:		[Not Applicable/*give names*]
(iv)	US Selling Restrictions:		Reg. S Compliance Category 2 applies to the Notes [TEFRA C/TEFRA D/TEFRA not applicable]

[**ADDITION INFORMATION**

TAIWAN SETTLEMENT AND TRADING

Initial subscription of the Notes by investors will be settled directly through Euroclear or Clearstream, Luxembourg. In order to purchase the Notes, an investor must have an account with Euroclear or Clearstream, Luxembourg and settle the Notes through such account with Euroclear or Clearstream, Luxembourg. For any Taiwanese investor having its/his/her own account with Euroclear or Clearstream, Luxembourg, the distributions of principal and/or interest for the Notes to such holders will be made to its/his/her own account with Euroclear or Clearstream, Luxembourg.

As of the date of this Final Terms, the Issuer has not entered into any settlement agreement with the Taiwan Depository & Clearing Corporation (**TDCC**) and has no intention to do so. In the future, if the Issuer enters into a settlement agreement with TDCC, an investor, if it/he/she has a securities book-entry account with a Taiwan securities broker and a foreign currency deposit account with a Taiwan bank, may settle the Notes through the account of TDCC with Euroclear or Clearstream, Luxembourg if it/he/she applies to TDCC (by filing in a prescribed form) to transfer the Notes in its/his/her own account with Euroclear or Clearstream, Luxembourg to such TDCC account with Euroclear or Clearstream, Luxembourg for trading in the domestic market or vice versa

for trading in overseas markets. For settlement through TDCC, TDCC will allocate the respective Notes position to the securities book-entry account designated by such investor in Taiwan. The Notes will be traded and settled pursuant to the applicable rules and operating procedures of TDCC and the TPEx as domestic bonds. For such investors who hold their interest in the Notes through an account opened and held by TDCC with Euroclear or Clearstream, Luxembourg, distributions of principal and/or interest for the Notes to such holders may be made by payment services banks whose systems are connected to TDCC to the foreign currency deposit accounts of the holders. Such payment is expected to be made on the second Taiwanese business day following TDCC's receipt of such payment (due to time difference, the payment is expected to be received by TDCC one Taiwanese business day after the distribution date). However, when the holders will actually receive such distributions may vary depending upon the daily operations of the Taiwan banks with which the holder has the foreign currency deposit account.][9]

[9] To be included for issue of Formosa Notes only

Taxation

The following is a general description of certain tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in those countries or elsewhere. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. This description is based upon the law as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date.

FRANCE TAXATION

The following is a general overview of certain French tax considerations relating to the Notes, focusing specifically on withholding taxes applicable to payments under the Notes. This summary is based on French tax laws currently in force and does not purport to constitute a complete tax analysis of all of the tax considerations relating to the Notes nor to be viewed as a legal advice. Prospective purchasers are urged to consult with their own tax advisers prior to purchasing the Notes to determine the tax implications of investing in the Notes in light of each purchaser's circumstances.

(i) Notes other than Notes which are consolidated (*assimilées* for the purposes of French law) with Notes issued before 1 March 2010

Withholding tax

Pursuant to Article 125 A III of the French *Code général des impôts*, payments of interest and other assimilated revenues made by the Issuer with respect to the Notes issued as from 1 March 2010 (other than Notes (described below) which are consolidated (*assimilables* for the purposes of French law) and form a single series with Notes issued before 1 March 2010 having the benefit of Article 131 *quater* of the French *Code général des impôts*) will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* unless such payments are made outside France to persons domiciled or established in a non-cooperative state or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* or paid to a bank account opened in a financial institution located in such a non-cooperative state. If such payments under the Notes are made in a non-cooperative state or territory within the meaning of Article 238-0 A of the French *Code général des Impôts* other than the State or territory mentioned at paragraph 2 bis, 2° of said Article 238-0- A of the French *Code général des Impôts*, a 75 per cent. withholding tax will be applicable (subject to certain exceptions and to the more favourable provisions of any applicable double tax treaty) by virtue of Article 125 A III of the French *Code général des impôts*. The list of non-cooperative states within the meaning of Article 238-0 A of the French *Code général des impôts* (a **Non-Cooperative State**) is published by a ministerial executive order and may be updated at any time and at least once a year. As from December 1, 2018, a new law published on October 24, 2018 no 2018-898 has (i) removed the specific exclusion of the Member States of the European Union, (ii) expanded such list to the states and jurisdictions included on the black list published by the Council of the European Union as amended from time to time and (iii) therefore expanded this withholding tax regime to certain States and jurisdictions included in such blacklist.

Furthermore, according to Article 238 A of the French *Code général des impôts*, interest and other assimilated revenues on such Notes will not be deductible from the Issuer's taxable income, if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid to a bank account opened in a financial institution located in such a Non-Cooperative State. Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 *et seq*. of the French

Code général des impôts, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 *bis* of the French *Code général des impôts*, at rates of 30 per cent. or 12.8 per cent. for individuals or 75 per cent. (subject to the more favourable provisions of any applicable double tax treaty).

Notwithstanding the foregoing, the Law provides that neither the 75 per cent. withholding tax set out under Article 125 A III of the French *Code général des impôts* nor the non-deductibility for tax purposes as set out under Article 238 A of the French *Code général des impôts* to the extent the relevant interest and other assimilated revenues relate to a genuine transaction and are not abnormal or exaggerated in their amount, will apply in respect of a particular issue of Notes if the Issuer can prove that the principal purpose and effect of such issue of Notes was not that of allowing the payments of interest or other assimilated revenues to be made in a Non-Cooperative State (the **Exception**).

Pursuant to the *Bulletin Officiel de Finances Publiques-Impôts* BOI-INT-DG-20-50-20140211, n°990, BOI-RPPM-RCM-30-10-20-40-20140211, n°60 and 70 and BOI-IR-DOMIC-10-20-20-60-20150320, n°10, an issue of the Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

(i) offered by means of a public offer within the meaning of Article L .411-.1 of the French Code monétaire et financier or pursuant to an equivalent offer made in a State other than a Non-Cooperative State. For this purpose, an "equivalent offer" means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or

(ii) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system **provided that** such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or

(iii) admitted, at the time of their issue, to the operations of a central depositary or of a securities clearing and delivery and payments systems operator within the meaning of Article L .561-2 of the French Code *monétaire et financier*, or of one or more similar foreign depositaries or operators **provided that** such depositary or operator is not located in a Non-Cooperative State.

(ii) Notes which are consolidated (*assimilées* for the purposes of French law) with Notes issued before 1 March 2010

Payments of interest and other assimilated revenues with respect to Notes which are to be consolidated (*assimilées* for the purpose of French law) and form a single series with Notes issued (or deemed issued) outside France as provided under Article 131 *quater* of the French *Code général des impôts* before 1 March 2010, will continue to be exempt from the withholding tax set out under Article 125 A III of the French *Code général des impôts*.

In addition, interest and other assimilated revenues paid by the Issuer on Notes issued as from 1 March 2010 and which are to be consolidated (*assimilées* for the purpose of French law) and form a single series with Notes issued (or deemed issued) outside France as provided under Article 131 *quater* of the French *Code général des impôts*, before 1 March 2010, will not be subject to the withholding tax set out in Article 119 *bis* of the French *Code général des impôts* solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

Withholding tax applicable to French tax resident investors

Pursuant to Articles 125 A and 125 D of the French *Code général des impôts*, and subject to certain limited exceptions, interest and other assimilated revenues received by individuals who are fiscally domiciled in France are subject to a 12.8 per cent. withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of 17.2 per cent. on interest and other similar revenues paid to individuals who are fiscally domiciled in France.

LUXEMBOURG

The following summary is of a general nature and is included herein solely for information purposes. It is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used in the headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature refers only to Luxembourg tax law and/or concepts.

Withholding Tax

All payments of Interest (including accrued but unpaid interest) and principal by the Issuer in the context of the holding, disposal, redemption or repurchase of the Notes can be made free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with the applicable Luxembourg law, subject however to the below.

According to the law of 23 December 2005, as amended, interest on Notes paid by a Luxembourg paying agent to an individual holder who is a resident of Luxembourg will be subject to a withholding tax of 20 per cent. Interest on Notes paid by a Luxembourg paying agent to a holder who is not an individual is not subject to withholding tax.

Pursuant to the law of 23 December 2005 as amended, Luxembourg resident individuals can opt to self-declare and pay a 20 per cent. levy on interest payments made by paying agents located outside Luxembourg, in a Member State of either the European Union or the EEA. In such case, the 20 per cent. levy is calculated on the same amounts as for the payments made by Luxembourg paying agents. The option for the 20 per cent. levy must cover all interest payments made by paying agents to the beneficial owner during the entire civil year.

The 20 per cent. withholding tax as described above or the 20 per cent. levy are final when Luxembourg resident individuals are acting in the context of the management of their private wealth.

Responsibility for the withholding of tax in application of the above-mentioned Luxembourg law of 23 December 2005, as amended, is assumed by the Luxembourg paying agent within the meaning of such law and not by the Issuer (unless the Issuer acts as paying agent).

TAIWAN

The following summary of certain taxation provisions under Taiwan law is based on current law and practice and assumes that the Notes will be issued, offered, sold or re-sold, directly or indirectly, to professional investors as defined under Paragraph 1 of Article 2-1 of the Taipei Exchange Rules Governing Management of Foreign Currency Denominated International Bonds of Taiwan only. It does not purport to be comprehensive and does

not constitute legal or tax advice. Investors (particularly those subject to special tax rules, such as banks, dealers, insurance companies and tax-exempt entities) should consult with their own tax advisers regarding the tax consequences of an investment in the Notes.

Interest on the Notes

As the Issuer of the Notes is not a Taiwanese statutory tax withholder, there is no Taiwanese withholding tax on the interest or deemed interest to be paid by the Issuer on the Notes.

Payments of interest or deemed interest under the Notes to a Taiwanese individual holder are not subject to Taiwan income tax as such payments received by him/her are not considered to be Taiwan-sourced income. However, such holder must include the interest or deemed interest in calculating his/her basic income for the purpose of calculating his/her alternative minimum tax (**AMT**), unless the sum of the interest or deemed interest and other non-Taiwan-sourced income received by such holder and the person(s) who is(are) required to jointly file the tax return in a calendar year is below 1 million New Taiwan Dollar (**NT$**). If the amount of the AMT exceeds the annual income tax calculated pursuant to the Taiwan Income Basic Tax Act (also known as the AMT Act), the excess becomes such holder's AMT payable.

Taiwanese corporate holders must include the interest or deemed interest receivable under the Notes as part of their taxable income and pay income tax at a flat rate of 20 per cent. (however, Taiwanese corporate holders with less than NT$120,000 of taxable income in a fiscal year are exempt from corporate income tax, and those with less than NT$500,000 of taxable income in 2019 are subject to corporate income tax at a rate of 19 per cent.), as they are subject to income tax on their worldwide income on an accrual basis. The AMT is not applicable.

Sale of the Notes

In general, the sale of corporate bonds or financial bonds is subject to 0.1 per cent. securities transaction tax (**STT**) on the transaction price. However, Article 2-1 of the Securities Transaction Tax Act of Taiwan prescribes that STT will cease to be levied on the sale of corporate bonds and financial bonds from 1 January 2010 to 31 December 2026. Therefore, the sale of the Notes will be exempt from STT if the sale is conducted on or before 31 December 2026. Starting from 1 January 2027, any sale of the Notes will be subject to STT at 0.1 per cent. of the transaction price, unless otherwise provided by the tax laws that may be in force at that time.

Capital gains generated from the sale of bonds are exempt from income tax. Accordingly, Taiwanese individual and corporate holders are not subject to income tax on any capital gains generated from the sale of the Notes. In addition, Taiwanese individual holders are not subject to AMT on any capital gains generated from the sale of the Notes. However, Taiwanese corporate holders should include the capital gains in calculating their basic income for the purpose of calculating their AMT. If the amount of the AMT exceeds the annual income tax calculated pursuant to the Taiwan Income Basic Tax Act (also known as the AMT Act), the excess becomes the Taiwanese corporate holders' AMT payable. Capital losses, if any, incurred by such holders could be carried over 5 years to offset against capital gains of same category of income for the purposes of calculating their AMT.

Non-Taiwanese corporate holders with a fixed place of business (e.g., a branch) or a business agent in Taiwan are not subject to income tax on any capital gains generated from the sale of the Notes. However, their fixed place of business or business agent should include any such capital gains in calculating their basic income for the purposes of calculating AMT.

As to non-Taiwanese corporate holders without a fixed place of business and a business agent in Taiwan, they are not subject to income tax or AMT on any capital gains generated from the sale of the Notes.

GENERAL

The Issuer assumes responsibility for withholding taxes to the extent set forth in Condition 8 of the Conditions.

The comments above are of a general nature. They do not necessarily apply to all holders of Notes or in all circumstances. Any holder of Notes who is in any doubt as to his own tax position should consult his tax advisers.

General Information

Authorisation

1. The establishment of the Programme was authorised by a resolution of the Board of Directors (*Conseil d'administration*) of the Issuer dated 9 July 1998. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

Approval, Listing and Admission to trading of the Notes

2. The AMF has allocated visa No. 19-256 on 12 June 2019 to this Base Prospectus. Application may be made (i) to Euronext Paris for Notes issued under the Programme during a period of twelve (12) months from the date of approval by the AMF of this Base Prospectus to be listed and admitted to trading on Euronext Paris and/or (ii) to any other Regulated Market situated in a Member State of the EEA for Notes issued under the Programme to be listed and admitted to trading on such Regulated Market.

   However, Notes may be issued pursuant to the Programme which will not be admitted to trading on Euronext Paris or any other stock exchange or market or which will be admitted to trading and/or listed on such stock exchange or market as the Issuer and the relevant Dealer(s) may agree.

Programme Limit

3. The maximum aggregate nominal amount of Notes outstanding at any one time under the Programme will not exceed Euro 55,000,000,000 (and for this purpose, any Notes denominated in another currency shall be translated into Euro at the date of the agreement to issue such Notes, calculated in accordance with the provisions of the Dealership Agreement). The maximum aggregate nominal amount of Notes which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealership Agreement.

Clearing

4. The Notes have been accepted for clearance through Euroclear and Clearstream. The appropriate common code and the International Securities Identification Number in relation to the Notes of each Series will be specified in the Final Terms relating thereto. The relevant Final Terms shall specify any other clearing system (including Euroclear France) as shall have accepted the relevant Notes for clearance together with any further appropriate information. 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. The Legal Entity Identifier (LEI) of the Issuer is 969500VZN4KDEZ14C105.

Ratings

5. The Issuer has been rated AA with a stable outlook by Fitch Ratings Ltd., Aa2 with a positive outlook by Moody's Investors Service and AA with a negative outlook by S&P Global Ratings Europe Limited, a division of The McGraw Hill Companies, Inc. The Programme has been rated AA by Fitch Ratings Ltd, Aa2 by Moody's Investors Service and AA by S&P Global Ratings Europe Limited, a division of The McGraw Hill Companies, Inc. Credit ratings are subject to revision, suspension or withdrawal at any time by the relevant rating organisation. Whether or not each credit rating applied for in relation to a relevant

Series of Notes will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the Final Terms.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the European Union and registered under the CRA Regulation. Each of Fitch Ratings Ltd., Moody's Investors Service and S&P Global Ratings Europe Limited, a division of The McGraw Hill Companies, Inc. is established in the European Union and registered under the CRA Regulation. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating assigned to the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

Litigation

6. Save as disclosed in this Base Prospectus, the Issuer is not and has not, in the 12 months preceding the date of this document, been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had in such period a significant effect on the financial position or profitability of the Issuer.

Material Contracts

7. Except as disclosed in pages 118, 121, 210-211 and 214 of this Base Prospectus, there are no material contracts (other than contracts entered into the ordinary course of the Issuer's business) which could result in an obligation or entitlement arising in relation to any group member that is material to the Issuer's ability to meet its obligations to Noteholders in respect of the Notes.

No Significant or material adverse change

8. Except as disclosed in the Base Prospectus, since 31 December 2018, the last day of the financial period in respect of which the most recent audited financial statements of the Issuer have been prepared, there has been (i) no significant change in the financial or trading position of the Issuer and (ii) no material adverse change in the prospects of the Issuer.

Documents available

9. For so long as the Programme remains in effect or any Notes shall be outstanding, copies and, where appropriate, English translations of the following documents may be obtainable, free of charge, during normal business hours at the specified office of the Issuer, the Fiscal Agent and the Registrar and any Transfer Agent, at the specified office in Luxembourg of the Principal Paying Agent and at the specified office in Paris of the Paris Paying Agent namely:

   (a) the Issuer-ICSDs Agreement;

   (b) this Base Prospectus (and any supplements thereto) and any documents incorporated by reference therein;

   (c) any Final Terms relating to Notes which are listed on any stock exchange. In the case of any Notes which are not listed on any stock exchange, copies of the relevant Final Terms will only be available for inspection by a Holder of or, as the case may be, a Beneficiary (as defined in the Deed of Covenant) in respect of, such Notes;

(d) the audited financial statements of the Issuer (including the auditors' reports with respect thereto) for the years ended 31 December 2017 and 2018 and, hereafter, its most recent publicly available audited financial statements (including the auditors' reports with respect thereto); and

(e) the constitutional documents of the Issuer.

For a period of 12 months following the date of approval by the AMF of this Base Prospectus, this Base Prospectus will be published on the internet site of the AMF at www.amf-france.org and on the website of the Issuer at www.sncf-reseau.fr. Documents incorporated by reference will be available on the website of the Issuer at www.sncf-reseau.fr.

Copies of the Fiscal Agency Agreement and the Deed of Covenant are available for inspection during normal business hours at the specified office of each of the Paying Agents, the Registrar and the Transfer Agents.

The Issuer has agreed to furnish to investors upon request such information as may be required by Rule 144(a)(4) under the Securities Act.

Governing Law

10. The attention of investors is drawn to the fact that the Notes issued under the Programme, and all non-contractual obligations arising from or connected with them, are governed by English law.

Auditors

11. The auditors of the Issuer are PricewaterhouseCoopers Audit, 63, rue de Villiers, 92208 Neuilly sur Seine, and Ernst & Young Audit 1/2, place des Saisons, 92400 Courbevoie, Paris, La Défense 1, belonging to the *Compagnie Nationale des Commissaires aux Comptes de Versailles* and under the authority of the *Haut Conseil du Commissariat aux Comptes*. PricewaterhouseCoopers Audit and Ernst & Young Audit, auditors of the Issuer for the financial years 2017 and 2018, have audited the Issuer's financial non-consolidated statements, with a qualification for the years ended 31 December 2017 and 31 December 2018, in accordance with French generally accepted accounting principles and the Issuer's consolidated financial statements, with a qualification for the years ended 31 December 2017 and 31 December 2018, in accordance with IFRS as adopted in the European Union. The auditors of the Issuer have no material interest in the Issuer.

Pricing

12. The price and amount of Notes to be issued under the Programme will be determined by the Issuer at the time of issue in accordance with prevailing market conditions.

Post-Issuance Information

13. Unless otherwise specified in the Final Terms, the Issuer does not intend to provide any post-issuance information in relation to any assets underlying issues of Notes constituting derivative securities.

Exempt Notes

14. The Issuer may also issue Notes under the programme Notes for which no prospectus is required to be published under the Prospectus Directive. Such Exempt Notes may be listed or admitted to trading on any

stock exchange which is not a Regulated Market. Exempt Notes may not be listed or admitted to trading. In the case of Exempt Notes, notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche will be set out in a pricing supplement document substantially in the form of the Final Terms.

Interests of Natural and Legal Persons involved in the Issue/Offer

15. In addition, in the ordinary course of their business activities, the Dealers 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 the Issuer's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers 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 Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers 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.

Stabilisation

16. In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot or effect transactions with a view to supporting the market price of the Notes of the Series (as defined below) of which such Tranche forms part at a level higher than that which might otherwise prevail. However, stabilisation action 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 relevant Tranche of Notes 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 of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

Benchmarks

17. Amounts payable under the Notes may be calculated by reference to EURIBOR or LIBOR which are respectively provided by the European Money Markets Institute (**EMMI**) and ICE Benchmark Administration Limited (**ICE**) or other reference rates as indicated in the relevant Final Terms. As at the date of this Base Prospectus, only ICE appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) (the **Benchmark Regulation**). As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmark Regulation apply, such that EMMI is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).

    Where applicable, the relevant Final Terms shall specify whether the relevant benchmark administrator appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to the Benchmark Regulation and, whether, as far as the Issuer

is aware, the transitional provisions in Article 51 of the Benchmark Regulation apply in relation to such benchmark administrator.

Person Responsible for Base Prospectus

Person responsible for this Base Prospectus

Alain Quinet
Directeur Général Délégué of SNCF Réseau

Declaration by person responsible for this Base Prospectus

The Issuer declares, after having taken all reasonable care to ensure that such is the case and to the best of the knowledge of the Issuer, that the information contained in this Base Prospectus is in accordance with the facts and contains no omission likely to affect its import.

The consolidated and the non-consolidated financial statements of SNCF Réseau for the years ended 31 December 2017 and 31 December 2018 were audited by the statutory auditors who issued audit reports which are reproduced on pages 156-163 and 164-171 of the 2017 Financial Report and on pages 177-185 and 187-193 of the 2018 Financial Report. These reports contain qualifications.

The statutory auditors' report on the consolidated financial statements for the year ended 31 December 2017 contains the following qualification: "*As stated in Note 4.5 to the consolidated financial statements concerning the test of the value of infrastructure CGU assets, on 31 December 2015 SNCF Réseau carried out an impairment test which led to recognition of an impairment loss of €9.6 billion. In connection with the approval of the performance agreement by the Board of Directors on 20 December 2016, SNCF Réseau had identified indications of changes in the value of these assets and had consequently implemented at the end of the 2016 financial year i) an impairment test of its property, plant and equipment and intangible assets and ii) a separate evaluation of its deferred tax assets in accordance with prescriptive requirements, both of which based on assumptions taking into account the specific nature of SNCF Réseau's business and serving to confirm the network's economic value. At 31 December 2017, the discontinuation of the CICE tax credit as well as the changes in employer and employee contributions included in the French finance laws (*lois de finance*) and the French social security financing law (*loi de financement de la sécurité sociale*) for 2018 constituted indications of a change in value. A new impairment test and new deferred tax asset evaluation were therefore carried out, applying the same methodology as that of the test carried out at 31 December 2016. For the railway network currently in service, 2030 was thus chosen as a standard year since the Company considers it to be the year that the network will be stabilised at expected performance levels. The cash flow projections, based on the 10-year financial trajectory of the performance agreement between the Company and the French State, incorporate (i) cash inflows (infrastructure fees, access charges and investment subsidies) which improve significantly over time and are mainly generated from commitments received from the French State, and (ii) expenses (installation work and maintenance) and capital investment in renovations and renewals in connection with the Company's significant productivity goals. The evaluations carried out support the carrying amounts presented for property, plant and equipment and intangible assets after deducting the impairment loss of €9.6 billion, as well as an amount of €3.5 billion in deferred tax assets. These amounts reflect the balance reached during negotiations between the Company and the French State and incorporated in the performance agreement. This balance is based on the assumptions that (i) the State will*

effectively implement all means and commitments required to support the recoverable amounts calculated using the approach detailed above and (ii) the Company is capable of achieving its productivity goals. The terminal value, which represents 95% of the assets' value in use, is based on a renovated, operational railway network that cannot be compared to any corresponding historical situation. There are therefore major risks and uncertainties involved in the assumptions used to assess the property, plant and equipment, intangible assets and deferred tax assets and consequently the amount of the related impairment loss could increase significantly. As a result, we are unable to assess the reliability of these projections and are therefore unable to give an opinion on the net value of the assets concerned, which after impairment amounted to €33.7 billion at 31 December 2017 for property, plant and equipment and intangible assets and €3.5 billion for deferred tax assets."

The statutory auditor's report on the non-consolidated financial statements for the year ended 31 December 2017 contains the following qualification: "*As stated in Note 4.2.3 to the financial statements concerning the test of the value of infrastructure CGU assets, on 31 December 2015 SNCF Réseau carried out an impairment test which led to recognition of an impairment loss of €9.6 billion. In connection with the approval of the performance agreement by the Board of Directors on 20 December 2016, SNCF Réseau had identified indications of changes in the value of these assets and had consequently implemented at the end of the 2016 financial year an impairment test of its property, plant and equipment and intangible assets based on assumptions taking into account the specific nature of SNCF Réseau's business and serving to confirm the network's economic value. At 31 December 2017, the discontinuation of the CICE tax credit as well as the changes in employer and employee contributions included in the French finance laws (lois de finance) and the French social security financing law (loi de financement de la sécurité sociale) for 2018 constituted indications of a change in value. A new test was therefore carried out, applying the same methodology as that of the test carried out at 31 December 2016. For the railway network currently in service, 2030 was thus chosen as a standard year since the Company considers it to be the year that the network will be stabilised at expected performance levels. The cash flow projections, based on the 10-year financial trajectory of the performance agreement between the Company and the French State, incorporate (i) cash inflows (infrastructure fees, access charges and investment subsidies) which improve significantly over time and are mainly generated from commitments received from the French State, and (ii) expenses (installation work and maintenance) and capital investment in renovations and renewals in connection with the Company's significant productivity goals. The evaluations carried out support the carrying amounts presented for property, plant and equipment and intangible assets after deducting the impairment loss of €9.6 billion recognised at 31 December 2017. This amount reflects the balance reached during negotiations between the Company and the French State and incorporated in the performance agreement. This balance is based on the assumptions that (i) the State will effectively implement all means and commitments required to support the recoverable amounts calculated using the approach detailed above and (ii) the Company is capable of achieving its productivity goals. The terminal value, which represents 95% of the assets' value in use, is based on a renovated, operational railway network that cannot be compared to any corresponding historical situation. There are therefore major risks and uncertainties involved in the assumptions used to assess the property, plant and equipment and intangible assets, and consequently the amount of the related impairment loss could increase significantly. As a result, we are unable to assess the reliability of these projections and are therefore unable to give an opinion on the net value of the assets concerned, which after impairment amounted to €33.7 billion at 31 December 2017."*

The statutory auditors' report on the consolidated financial statements for the year ended 31 December 2018 contains the following qualification:

As stated in Note 4.5 to the consolidated financial statements concerning impairment testing of infrastructure CGU assets, the Company considered that the adoption on 14 June 2018 of the Law for a New Railway Pact (loi d'habilitation pour un nouveau pacte ferroviaire), in addition to various declarations of the French government concerning primarily a change in the methods for indexing infrastructure fees, constituted new indications of impairment. The Company therefore carried out an additional impairment test during the year, using the same methods that were used at 31 December 2017, and recognised an impairment loss of €3.4 billion, in addition to the €9.6 billion impairment loss recognised in 2015 to take into account the new balance in the negotiations between the Company and the French State. The new balance in the negotiations is based on the assumption that (i) the Company will achieve its productivity goals and (ii) the State will effectively implement all means and commitments necessary to support the recoverable amounts of the assets as determined above.

The cash flow projections used for the test comprise (i) cash inflows (infrastructure fees, access charges and investment subsidies) mainly arising from commitments received from the French State, and (ii) expenses (installation work and maintenance), capital investment in renovations and renewals, and productivity gains.

- *2030 was maintained by the Company as the standard final year for the railway network currently in service, considering that 2030 will correspond to the year in which the network will be stabilised at expected performance levels, although these levels have never been attained. Terminal value represents the essential factor in measuring value in use.*

- *The cash flow projections used to justify these assets' values are based on the assumption that the Company will meet its productivity goals, which are even more ambitious than those used in previous years.*

- *Projections for infrastructure fees in the regulated market have been left unchanged from the previous year-end, at a higher level than for open access operations despite the non-compliance opinion issued by the French road and rail office (ARAFER) in February 2019 regarding the 2020 National Rail Network Statement, as the Company considers that the draft legislation currently under review by the French Council of State (Conseil d'Etat) will enable it to continue to apply a different indexation to open access.*

- *The investment subsidies allocated to renovation work — which are mainly financed by dividends earned by SNCF that is redistributed by the French State to SNCF Réseau — are based on a new financial trajectory for the Groupe Public Ferroviaire which does not include the possible consequences of future legal and tax restructuring. The investment subsidies arising from the aforementioned trajectory have not obtained a formal commitment from the French State.*

- *Lastly, the cash flow projections used are based on a new financial trajectory for SNCF Réseau that should be integrated in an amendment to the performance contract signed in April 2017, covering the residual period 2018-2026. The financial trajectory was presented for information purposes only to the SNCF Réseau Board of Directors on 25 July 2018 (without being formally approved).*

There are major risks and uncertainties involved in the discounted future cash flow assumptions used to measure the property, plant and equipment, intangible assets and deferred tax assets presented in the statement of financial position at 31 December 2018. Consequently, the amount of the related impairment loss could increase significantly, for the following reasons.

For these reasons, we are unable to assess the pertinence of the projections and are therefore unable to express an opinion on the net value of the assets concerned, which amounted to €32.7 billion in the statement of financial position at 31 December 2018 after impairment for property, plant and equipment and intangible assets and €2.8 billion for deferred tax assets.

The statutory auditor's report on the non-consolidated financial statements for the year ended 31 December 2018 contains the following qualification:

As stated in Note 4.2.3 to the financial statements concerning impairment testing of infrastructure CGU assets, the Company considered that the adoption on 14 June 2018 of the Law for a New Railway Pact (loi d'habilitation pour un nouveau pacte ferroviaire), in addition to various declarations of the French government concerning primarily a change in the methods for indexing infrastructure fees, constituted new indications of impairment. The Company therefore carried out an additional impairment test during the year, using the same methods that were used at 31 December 2017, and recognised an impairment loss of €3.4 billion, in addition to the €9.6 billion impairment loss recognised in 2015 to take into account the new balance in the negotiations between the Company and the French State. The new balance in the negotiations is based on the assumption that (i) the Company will achieve its productivity goals and (ii) the State will effectively implement all means and commitments necessary to support the recoverable amounts of the assets as determined above. The cash flow projections used for the test comprise (i) cash inflows (infrastructure fees, access charges and investment subsidies) mainly arising from commitments received from the French State, and (ii) expenses (installation work and maintenance), capital investment in renovations and renewals, and productivity gains:

- *2030 was maintained by the Company as the standard final year for the railway network currently in service, considering that 2030 will correspond to the year in which the network will be stabilised at expected performance levels, although these levels have never been attained. Terminal value represents the essential factor in measuring value in use.*
- *The cash flow projections used to justify these assets' values are based on the assumption that the Company will meet its productivity goals, which are even more ambitious than those used in previous years.*

- *Projections for contractual infrastructure fees have been left unchanged from the previous year-end, at a higher level than for TGV and Rail Freight operations despite the opinion issued by the French road and rail office (ARAFER) in February 2019 regarding the 2020 National Rail Network Statement, as the Company considers that the draft legislation currently under review by the French Council of State (Conseil d'Etat) will enable it to continue to apply a different indexation to TGV and Rail Freight.*
- *The investment subsidies allocated to renovation work — which are mainly financed by dividends earned by SNCF that is redistributed by the French State to SNCF Réseau — are based on a new financial trajectory for the Groupe Public Ferroviaire which does not include the possible consequences of future legal and tax restructuring. The investment subsidies arising from the aforementioned trajectory have not obtained a formal commitment from the French State.*
- *Lastly, the cash flow projections used are based on a new financial trajectory for SNCF Réseau that should be integrated in an amendment to the performance contract signed in April 2017, covering the residual period 2018-2026. The financial trajectory was presented for information purposes only to the SNCF Réseau Board of Directors on 25 July 2018 (without being formally approved).*

There are major risks and uncertainties involved in the discounted future cash flow assumptions used to measure the property, plant and equipment, intangible assets presented in the statement of financial position at 31 December 2018. Consequently, the amount of the related impairment loss could increase significantly, for the following reasons.

For these reasons outlined above, we are unable to assess the pertinence of the projections and are therefore unable to express an opinion on the net value of the assets concerned, which amounted to €32.7 billion in the statement of financial position at 31 December 2018 after impairment for property, plant and equipment and intangible assets.

Paris, 12 June 2019

SNCF Réseau
15/17 rue Jean Philippe Rameau
CS 80001
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France

Duly represented by:
Alain Quinet
Directeur Général Délégué of SNCF Réseau

Autorité des marchés financiers

In accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and with the General Regulations (*Réglement Général*) of the *Autorité des marchés financiers* (the "**AMF**"), in particular Articles 212-31 to 212-33, the AMF has granted to this Base Prospectus the visa n°19-256 on 12 June 2019. This document may only be used for the purposes of a financial transaction if completed by Final Terms. It was prepared by the Issuer and its signatories assume responsibility for it. In accordance with Article L.621-8-1-I of the French Code monétaire et financier, the visa was granted following an examination by the AMF of "whether the document is complete and comprehensible, and whether the information it contains is coherent". It does not imply an approval by the AMF of the opportunity of the transactions contemplated hereby nor that the AMF has verified the accounting and financial data set out in it. In accordance with Article 212-32 of the AMF's General Regulations, any issuance or admission to trading of notes on the basis of this Base Prospectus shall be subject to the publication of Final Terms setting out the terms of the securities being issued.

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