

unibail-rodamco

UNIBAIL-RODAMCO SE

(incorporated in the Republic of France with limited liability)

RODAMCO EUROPE FINANCE B.V.

(incorporated in The Netherlands as a private company with limited liability)

RODAMCO SVERIGE AB

(incorporated in the Kingdom of Sweden as a public company with limited liability)

EURO 15,000,000,000 Guaranteed Euro Medium Term Note Programme

Guaranteed (other than in the case of Notes issued by Unibail-Rodamco) by

UNIBAIL-RODAMCO SE

Under the Guaranteed Euro Medium Term Note Programme (the “**Programme**”) described in this base prospectus (the “**Base Prospectus**”), Unibail-Rodamco SE (“**Unibail-Rodamco**”), Rodamco Europe Finance B.V. (“**Rodamco Europe Finance**”) and Rodamco Sverige AB (“**Rodamco Sverige**”) and, together with Unibail-Rodamco and Rodamco Europe Finance, the “**Issuers**” and each, in relation to Notes (as defined below) issued by it, an “**Issuer**”), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the “**Notes**”) irrevocably and unconditionally guaranteed (other than in the case of Notes issued by Unibail-Rodamco) by Unibail-Rodamco (in such capacity, the “**Guarantor**” and such guaranteed Notes, the “**Guaranteed Notes**”). Notes issued by Rodamco Europe Finance and Rodamco Sverige on or after the date of this Base Prospectus will be governed by English law (the “**English Law Notes**”). Notes issued by Unibail-Rodamco on or after the date of this Base Prospectus will be governed by French law (the “**French Law Notes**”). For the avoidance of doubt, Unibail-Rodamco may continue to issue Notes under the Programme which will be governed by English law in the case of Tranches (as defined below) of English-law governed Notes which are to be consolidated with and form part of, the same Series (as defined below) of Notes issued under the Programme prior to the date of this Base Prospectus. The aggregate nominal amount of Notes outstanding will not at any time exceed Euro 15,000,000,000 (or its equivalent in other currencies) unless the amount of the Programme is increased following the date hereof.

The terms and conditions of the English Law Notes (the “**English Law Conditions**”), are set out herein in the section headed “*Terms and Conditions of the English Law Notes*” and the terms and conditions of the French Law Notes (the “**French Law Conditions**”) are set out herein in the section headed “*Terms and Conditions of the French Law Notes*” (the English Law Conditions and the French Law Conditions together, the “**Terms and Conditions**” or the “**Conditions**”).

This Base Prospectus (the “**Base Prospectus**”), constitutes a separate base prospectus in respect of each Issuer for the purposes of Article 5.4 of Directive 2003/71/EC, as amended by Directive 2010/73/EC (the “**Prospectus Directive**”). Any Notes issued under the Programme on or after the date of this Base Prospectus are issued subject to the provisions herein. This does not affect any Notes already issued.

Application has been made for approval of this Base Prospectus to the *Autorité des marchés financiers* (the “**AMF**”) in France in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* which implements Directive 2003/71/EC of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading, as amended (the “**Prospectus Directive**”).

Application may be made, for the period of 12 months from the date of approval by the AMF of this Base Prospectus, for Notes issued under the Programme to be listed and admitted to trading on Euronext Paris, to be listed on the official list of the Luxembourg Stock Exchange (the “**Official List**”) and admitted to trading on the regulated market of the Luxembourg Stock Exchange (the “**Luxembourg Stock Exchange**”) and/or to the competent authority of any other Member State of the European Economic Area (“**EEA**”) for Notes issued under the Programme to be listed and admitted to trading on a Regulated Market (as defined below) in such Member State. Euronext Paris and the regulated market of the Luxembourg Stock Exchange are regulated markets for the purposes of the Markets in Financial Instruments Directive 2004/39/EC, as amended, appearing on the list of regulated markets published by the European Securities and Markets Authority (a “**Regulated Market**”). The relevant final terms (the “**Final Terms**”) (forms of which are contained herein) in respect of the issue of any Notes will specify whether or not such Notes will be listed and admitted to trading on a Regulated Market and, if so, the relevant Regulated Market.

Notes will be in such denomination(s) as may be specified in the relevant Final Terms, save that the minimum denomination of each Note will be €1,000 in respect of Notes issued by Unibail-Rodamco and not less than €100,000 in respect of the other Issuers, and if the Notes are denominated in a currency other than euro, in each case, the equivalent amount in such currency at the issue date, or such higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant specified currency.

English Law Notes will be issued in bearer form. Each Series (as defined in “General Description of the Programme”) of English Law Notes will be represented on issue by a temporary global note (each a “**temporary Global Note**”) or a permanent global note (each a “**permanent Global Note**”) and, together with a temporary Global Note, “**Global Notes**”) without coupons attached. If the Global Notes are stated in the applicable Final Terms to be issued in new global note form (“**New Global Notes**” or “**NGNs**”) 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 relevant Tranche to a common safekeeper (the “**Common Safekeeper**”) for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking, S.A. (“**Clearstream**”).

English Law Notes which are not issued in NGN form (“**Classic Global Notes**” or “**CGNs**”) may (a) in the case of a Tranche

intended to be cleared through Euroclear and/or Clearstream, be deposited on the issue date with a common depository on behalf of Euroclear and Clearstream, and (b) in the case of a Tranche intended to be cleared through Euroclear France S.A. ("**Euroclear France**") on the issue date with Euroclear France, acting as central depository and (c) in the case of a Tranche intended to be cleared through a clearing system other than, or in addition to, Euroclear and Clearstream or delivered outside a clearing system, be deposited as agreed between the Issuer and the relevant Dealer (as defined in "General Description of the Programme"). Interests in a temporary Global Note will be exchangeable, in whole or in part, for interests in a permanent Global Note on or after the Exchange Date (as defined herein), upon certification of non-U.S. beneficial ownership. The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in "*Summary of Provisions Relating to the English Law Notes while in Global Form*".

French Law Notes may be issued in either dematerialised form ("**Dematerialised Notes**") or materialised form ("**Materialised Notes**"). Materialised Notes will be in bearer form only and may only be issued outside France.

Dematerialised Notes will at all times be in book entry form in compliance with Articles L.211-3 *et seq.* and R.211-1 of the French *Code monétaire et financier*. No physical documents of title will be issued in respect of the Dematerialised Notes. Dematerialised Notes will be issued in either (i) bearer dematerialised form (*au porteur*) inscribed as from the relevant issue date in the books of Euroclear France ("**Euroclear France**") as central depository which shall credit the accounts of Euroclear France Account Holders (as defined below) including Euroclear and the depository bank for Clearstream or (ii) registered form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder in either (x) administered registered form (*au nominatif administré*), in which case they will be inscribed in the accounts of the Euroclear France Account Holders designated by the relevant Noteholders or (y) fully registered form (*au nominatif pur*), in which case they will be inscribed in an account in the books of Euroclear France maintained by the Issuer or by the registration agent (designated in the applicable Final Terms) acting on behalf of the Issuer (the "**Registration Agent**"). "**Euroclear France Account Holder**" means any authorised intermediary institution entitled to hold directly or indirectly accounts on behalf of its customers with Euroclear France, and includes Euroclear and the depository bank for Clearstream.

A temporary global certificate in bearer form without interest coupons attached (a "**Temporary Global Certificate**") will initially be issued in connection with French Law Notes issued as Materialised Notes. No interest will be payable on the Temporary Global Certificate. Such Temporary Global Certificate will be exchanged for Definitive Notes as described in "Provisions relating to Temporary Global Certificates issued in respect of Materialised Notes". Temporary Global Certificates will (a) in the case of a Tranche intended to be cleared through Euroclear and/or Clearstream, be deposited on the relevant issue date with a common depository on behalf of Euroclear and/or Clearstream and (b) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear and/or Clearstream or delivered outside a clearing system, be deposited as agreed between the Issuer and the relevant Dealer. See "*Provisions relating to the Temporary Global Certificates issued in respect of Materialised Notes*".

As at the date of this Base Prospectus Unibail-Rodamco has been designated a corporate credit rating of A/Stable/A-1 by S&P Global Ratings ("**S&P**") and Fitch Ratings Ltd ("**Fitch**") has assigned it a long-term issuer default rating of A (stable outlook), a senior unsecured rating of A+ (stable outlook), a short term issuer default rating of F1 and a short term senior unsecured debt rating of F1. The Programme has been rated A by S&P, and A+ by Fitch. Notes issued under the Programme may be rated or unrated. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating applicable to the Programme. Whether or not a rating in relation to any Notes will be treated as having been 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 relevant Final Terms and, if the credit rating agency is registered under the CRA Regulation, the Final Terms shall specify that such credit rating agency is included in the list of credit rating agencies published by the European Securities and Market Authority on its website (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. 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 S&P and Fitch 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. The issue price, interest (if any) payable, the aggregate nominal amount and other terms and conditions not contained herein which are applicable to each Tranche (as defined under "General Description of the Programme") of Notes to be issued under the Programme will be determined by the relevant Issuer, the Guarantor, where applicable, and the Relevant Dealer(s) based on the prevailing market conditions at the time of the issue of such Notes and will be set out in the relevant Final Terms.

Prospective Investors should have regard to the factors described under the section "Risk Factors" in the Base Prospectus before deciding to invest in any Notes issued under the Programme.

Arranger for the Programme
Bank of America Merrill Lynch International Limited, Paris Branch
Dealers

Barclays	BofA Merrill Lynch
BNP PARIBAS	Crédit Agricole CIB
Handelsbanken Capital Markets	HSBC
ING	J.P. Morgan
Morgan Stanley	NatWest Markets
Société Générale Corporate & Investment Banking	

The date of this Base Prospectus is 31 July 2017

Responsibility Statement

This Base Prospectus (together with any supplements hereto comprises a separate base prospectus for each Issuer for the purposes of the Prospectus Directive and for the purpose of giving information with regard to each of the Issuers and to the Guarantor and its consolidated subsidiaries taken as a whole (the “Unibail-Rodamco Group”) and the Notes which, according to the particular nature of each such Issuer, the Guarantor (where applicable) and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the relevant Issuer and (where applicable) the Guarantor.

This Base Prospectus has been prepared on the basis that, except to the extent sub-paragraph (ii) below may apply, any offer of Notes in any member state of the European Economic Area which has implemented the Prospectus Directive (each a “Relevant Member State”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly, any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of the offering contemplated in this Base Prospectus may only do so (i) in circumstances in which no obligation arises for any Issuer, the Guarantor (where applicable) or any of the Dealers 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, or (ii) if a prospectus for such offer 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 and (in either case) published, all in accordance with the Prospectus Directive, provided that any such prospectus has subsequently been completed by final terms which specify (x) that offers may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State, (y) such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or final terms, as applicable and (z) that the Issuer has consented in writing to its use for the purpose of such offer. Except to the extent sub-paragraph (ii) above may apply, none of the Issuer, the Guarantor (where applicable) or the Dealers has authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer, the Guarantor (where applicable) or the Dealers to publish or supplement a prospectus for such offer.

This Base Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see “Documents Incorporated by Reference”).

This Base Prospectus may only be used for the purposes for which it has been published.

No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by any of the Issuers, the Guarantor (where applicable) or any of the Dealers or the Arranger (as defined in “Summary”). Neither the delivery of this Base Prospectus nor any offering, sale or delivery of any Notes made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the relevant Issuer, the Guarantor (where applicable) or the Unibail-Rodamco Group since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented, or that there has been no adverse change in the financial position of the relevant Issuer, the Guarantor (where applicable) or the Unibail-Rodamco Group since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented, or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

THE DISTRIBUTION OF THIS BASE PROSPECTUS AND THE OFFERING OR SALE OF THE NOTES IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW. PERSONS INTO WHOSE POSSESSION THIS BASE PROSPECTUS COMES ARE REQUIRED BY THE ISSUERS, THE GUARANTOR (WHERE APPLICABLE), THE DEALERS AND THE ARRANGER TO INFORM THEMSELVES ABOUT AND TO OBSERVE ANY SUCH RESTRICTION. THE NOTES AND THE GUARANTEE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) AND INCLUDE NOTES THAT ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS.

SUBJECT TO CERTAIN EXCEPTIONS, NOTES MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND REGULATIONS THEREUNDER). FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON OFFERS AND SALES OF NOTES AND ON DISTRIBUTION OF THIS BASE PROSPECTUS, SEE "SUBSCRIPTION AND SALE".

Neither this Base Prospectus nor any Final Terms constitutes an offer of, or an invitation by or on behalf of the Issuers, the Guarantor (where applicable) or the Dealers to subscribe for, or purchase, any Notes.

To the fullest extent permitted by law, none of the Dealers or the Arranger accepts any responsibility for the contents of this Base Prospectus, or for any other statement, made or purported to be made by the Arranger or a Dealer or on its behalf in connection with any Issuer or (where applicable) the Guarantor or the issue or offering of the Notes. The Arranger and each Dealer accordingly disclaim all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might have in respect of this Base Prospectus or any such statement. Neither this Base Prospectus nor any financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any Issuer, the Guarantor (where applicable), the Arranger or the Dealers that any recipient of this Base Prospectus or any financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of any Issuer, the Guarantor (where applicable) or the Unibail-Rodamco Group during the life of the arrangements contemplated by this Base Prospectus, nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.

Any websites included in this Base Prospectus are for information purposes only and do not form any part of the Base Prospectus.

TABLE OF CONTENTS

	Page
SUMMARY	6
<i>RÉSUMÉ EN FRANÇAIS</i> (SUMMARY IN FRENCH)	27
RISK FACTORS	50
FORWARD-LOOKING STATEMENTS.....	66
RETAIL CASCADES	67
DOCUMENTS INCORPORATED BY REFERENCE	69
GENERAL DESCRIPTION OF THE PROGRAMME	75
SUPPLEMENT TO THE BASE PROSPECTUS	81
TERMS AND CONDITIONS OF THE ENGLISH LAW NOTES	82
TERMS AND CONDITIONS OF THE FRENCH LAW NOTES	108
SUMMARY OF PROVISIONS RELATING TO THE ENGLISH LAW NOTES WHILE IN GLOBAL FORM	139
PROVISIONS RELATING TO TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF THE MATERIALISED NOTES	144
USE OF PROCEEDS	146
UNIBAIL-RODAMCO SE.....	147
RODAMCO EUROPE FINANCE B.V.	164
RODAMCO SVERIGE AB.....	167
SIGNIFICANT RECENT DEVELOPMENTS	169
TAXATION	170
SUBSCRIPTION AND SALE.....	177
FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES BY UNIBAIL-RODAMCO OF SECURITIES WITH A DENOMINATION OF LESS THAN €100,000 TO BE ADMITTED TO TRADING ON AN EEA REGULATED MARKET AND/OR OFFERED TO THE PUBLIC IN THE EUROPEAN ECONOMIC AREA	184
FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF SECURITIES WITH A DENOMINATION OF AT LEAST €100,000 TO BE ADMITTED TO TRADING ON AN EEA REGULATED MARKET	196
GENERAL INFORMATION	209
PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS.....	213

This summary is only provided for purposes of the issue by Unibail-Rodamco of Notes (as defined below) of a denomination of less than €100,000 (other than for Notes for which no prospectus is required to be published under Directive 2003/71/EC, as amended). References in this section to “the Issuer” shall be construed as references to “Unibail-Rodamco” only. The issue specific summary relating to this type of Notes will be annexed to the relevant Final Terms and will comprise (i) the information below with respect to the summary of the Base Prospectus and (ii) the information below included in the items subject to completion.

SUMMARY

Summaries are made up of disclosure requirements known as “Elements”. 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 securities and Unibail-Rodamco. 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 securities and the Issuer, it is possible that no relevant information can be given regarding such Element. In this case a short description of the Element is included in the summary with a mention of “Not Applicable”.

Section A - Introduction and warnings		
A.1	General disclaimer regarding the summary	This summary must be read as an introduction to the base prospectus dated 31 July 2017 (the “ Base Prospectus ”) relating to the Euro 15,000,000,000 Guaranteed Euro Medium Term Note Programme (the “ Programme ”) of the Issuer (as defined below). Any decision to invest in the Notes should be based on a consideration by any investor of the Base Prospectus as a whole. Where a claim relating to information contained in the Base Prospectus is brought before a court, the plaintiff may, under the national legislation of the Member State of the European Economic Area (the “ EEA ”) where the claim is brought, be required, to bear the costs of translating the Base Prospectus before the legal proceedings are initiated. 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 the Notes.
A.2	Information regarding consent by the Issuer to the use of the Prospectus	[In the context of any offer of Notes in any of the Member States in which the Base Prospectus has been passported from time to time (the “ Public Offer Jurisdictions ”) that is not within an exemption from the requirement to publish a prospectus under the Directive 2003/71/EC as amended (“ Prospectus Directive ”), (a “ Public Offer ”), the Issuer consents to the use of the Base Prospectus and the relevant Final Terms (together, the “ Prospectus ”) in connection with a Public Offer of any Notes during [<i>offer period for the issue to be specified here</i>] (the “ Offer Period ”) and in [●] by: (1) [<i>names of specific financial intermediaries listed in the final terms</i>] [<i>conditions under which the financial intermediaries are authorised to make a public offer</i>] ; [or] (2) [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

	<p>person and disclosure to any potential investor; (b) complies with the restrictions which would apply as if it were a dealer appointed in relation to the Programme or for a specific issue (a “Dealer”); (c) ensures that any fee (and any commissions, rebates or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Notes does not violate the Rules and is fully and clearly disclosed to investors or potential investors; (d) 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; (e) retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, and to the extent permitted by the Rules, 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, anti-corruption and “know your client” rules applying to the Issuer and/or the relevant Dealer(s); (f) 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 (g) satisfies [<i>specify further conditions</i>] (in each case an “Authorised Offeror”). 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.]</p> <p>[The Issuer accepts responsibility, in the Public 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 conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.]</p> <p>[The consent referred to above relates to Offer Periods (if any) ending no later than the date falling 12 months from the date of the approval of the Base Prospectus by the <i>Autorité des marchés financiers</i>.]</p> <p>[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 allocations and settlement arrangements (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, the 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 time of the Non-exempt Offer. Neither the Issuer nor any of the Dealers or other Authorised Offerors has any responsibility or liability for such information.]/[Not Applicable. There is no public offering of Notes and no consent has been given.]]</p>
--	---

Section B – Issuer		
B.1	The legal and commercial name of the Issuer	Unibail-Rodamco SE (“ Unibail-Rodamco ” or the “ Issuer ”).
B.2	The domicile and legal form of the Issuer, the legislation under which the Issuer operates and its country of incorporation	Unibail-Rodamco is a European public limited liability company domiciled and incorporated in France (<i>Societas Europaea</i> or SE) with a Supervisory Board and a Management Board incorporated under the laws of France and is governed by (i) the provisions of the European Council Regulation 2001/2157/EC of 8 October 2001 applicable to European Companies and that of the European Council Directive 2001/86/EC of 8 October 2001 supplementing the Statute for a European Company with regard to the involvement of employees, (ii) the provisions of French law relating to European Companies, as well as for all other matters partially covered or not covered by the SE Regulation and (iii) the current laws and regulations of France applicable to a <i>société anonyme</i> . The registered office of the Issuer is at 7 Place du Chancelier Adenauer, 75016 Paris, France.
B.4b	Description of any known trends affecting the Issuer and the industries in which it operates	Not Applicable. There are no particular trends indicated by the Issuer.
B.5	A description of the Issuer’s Group and its position within the Group	<p>The group Unibail-Rodamco was formed from the merger in 2007 of the groups Unibail and Rodamco Europe. Unibail-Rodamco is the number one listed commercial real estate company in Europe today based on its Gross Market Value of €42.5 billion.</p> <p>The Issuer is an operating company and the parent company of a group of subsidiaries which operates on the commercial property sector in 11 countries of continental Europe.</p> <p>As of 30 June 2017, the scope of consolidation of Unibail Rodamco includes 299 fully consolidated companies.</p>
B.9	Profit forecast or estimate	Not Applicable. The Issuer has not produced a profit forecast or estimate.
B.10	Qualifications in the auditors’ report	Not Applicable. There are no qualifications in the Issuer’s consolidated annual financial statements for the years ended 31 December 2016 and 31 December 2015.

Section B – Issuer

B.12	Selected historical key financial information	Selected key financial information relating to the Issuer:				
		(In million Euros)	As at 30 June 2017 (unaudited)	As at 30 June 2016 (unaudited)	As at 31 December 2016 (audited)	As at 31 December 2015 (audited)
	No material adverse change statement Significant change statement	Portfolio valuation	42,491	39,299	40,495	37,755
		Total shareholders' equity	21,782	19,768	21,020	19,239
			For the interim period ended 30 June 2017	For the interim period ended 30 June 2016	For the year ended 31 December 2016	For the year ended 31 December 2015
		Net rental income (by division)				
		-Retail	670	643	1,273	1,177
		-Offices	70	84	153	170
		-Convention & Exhibition	55	53	103	105
		Net rental income	794	781	1,529	1,453
		Result on disposal, valuation movements and impairment of goodwill	1,074	1,050	2,102	1,834
		Net result (owners of the parent)	1,463	1,285	2,409	2,334
	of which recurring result	614	575	1,114	1,030	
		<p>There has been no material adverse change in the prospects of the Issuer since 31 December 2016.</p> <p>Not applicable/there has been no significant change in the financial or trading position of the Issuer since 30 June 2017.</p>				

Section B – Issuer		
B.13	Recent material events relevant to the evaluation of the Issuer's solvency	Not Applicable. The Issuer considers that no event relevant to the evaluation of its solvency has taken place since the publication of its last interim or annual financial statements.
B.14	Extent to which the Issuer is dependent upon other entities within the Group	<p>See Element B.5 for the Group and the Issuers' position within the Group. The organisational chart below shows the Unibail-Rodamco Group structure on 30 June 2017:</p> <div style="text-align: center;"> <pre> graph TD UR[UNIBAIL-RODAMCO SE] --- U1[Uni-commerces and its subsidiaries (French shopping centres)] UR --- U2[Office subsidiaries (French assets)] UR --- U3[Doria and its subsidiaries (services)] UR --- U4[Rodamco Europe Properties and its subsidiaries (non French shopping centres)] UR --- U5[Spanish shopping centres subsidiaries] </pre> </div> <p>The Issuer is the parent company of a group of subsidiaries and therefore depends in part on the financial and trading position of its principal subsidiaries.</p>
B.15	Principal activities of the Issuer	<p>In accordance with article 2 of the Articles of Association of the Issuer, the corporate purpose of the Issuer in France and abroad, is:</p> <ul style="list-style-type: none"> - investment through the acquisition, development, construction, ownership of land, buildings, property assets and rights, and the fitting out of property complexes, with a view to renting them out; - the management, rental, leasing, divestment or exchange of the above assets, either directly or through taking investments or ownership interests, or by creating partnerships, companies or consortia; - more generally, any financial, securities or property transactions directly or indirectly connected with the foregoing object or likely to facilitate its achievement; - acquiring, owning or divesting of investments in any French or foreign legal entities with an activity directly or indirectly linked to the corporate object of the company or which would favour its development.
B.16	Extent to which the Issuer is directly or indirectly owned or controlled	Not Applicable. On 30 June 2017, BlackRock Ince had declared holdings of more than 10 per cent. of the issued share capital. The other main known investors, with holdings of between 4 per cent. and 10 per cent., are APG and Northern Cross.

Section B – Issuer

<p>B.17</p>	<p>Credit ratings assigned to the Issuer or its debt securities</p>	<p>Unibail-Rodamco has been designated a corporate credit rating of A/Stable/A-1 by S&P Global Ratings (“S&P”) and Fitch Ratings Ltd (“Fitch”) has assigned it a long-term issuer default rating of A (stable outlook), a senior unsecured rating of A+ (stable outlook), a short term issuer default rating of F1 and a short term senior unsecured debt rating of F1.</p> <p>The Programme has been rated A by S&P, and A+ by Fitch, which are established in the European Union and registered under Regulation (EC) No. 1060/2009 on credit ratings agencies (the “CRA Regulation”), as amended by Regulation (EU) No. 513/2011, and included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority’s website (www.esma.europa.eu/page/List-registered-and-certified-CRAs) as of the date of the Base Prospectus.</p> <p>Notes issued under the Programme may be rated or unrated. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating applicable 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.</p> <p>Credit ratings: [Not Applicable. The Issuer and the Notes are not rated. /The Notes to be issued [have been/are expected to be] rated: [S & P: [•]] [Moody's: [•]] [Fitch Ratings: [•]]</p>
--------------------	--	---

Section C - Securities		
C.1	Type, class and identification number of the Notes	<p>The Notes are [Fixed Rate]/[Floating Rate]/[Fixed to Floating Rate]/[Zero Coupon] Notes.</p> <p>The ISIN code of the Notes is: [●].</p> <p>The common code of the Notes is: [●].</p>
C.2	Currencies	<p>Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealers, including euro.</p> <p>The currency of the Notes is: [●]</p>
C.5	Description of any restrictions on the free transferability of the Notes	<p>Save certain restrictions regarding the purchase, offer, sale and delivery of the Notes in the EEA (with certain specificities in France, the United Kingdom, Belgium, The Netherlands, Sweden), Switzerland, the United States, Japan, Hong Kong, the People's Republic of China and in Singapore, here is no restriction on the free transferability of the Notes.</p>
C.8	Description of the rights attached to, and the ranking and the limitations of, the Notes	<p><u>Rights attached to the Notes</u></p> <ul style="list-style-type: none"> • <u>Redenomination</u> <p>Notes issued in the currency of any Member State of the European Union which participates in the third stage of European Economic and Monetary Union may be redenominated into euro.</p> <ul style="list-style-type: none"> • <u>Negative pledge</u> <p>The Issuer will not, and will ensure that none of its Principal Subsidiaries (as defined below) will, create or permit to subsist any Security Interest upon the whole or any part of its assets or revenues, present or future, to secure any Relevant Debt or any guarantee or indemnity in respect of any Relevant Debt unless, at the same time or prior thereto, the Issuer's obligations under the Notes are rateably and equally secured therewith or benefit from a guarantee or indemnity in substantially identical terms thereto except, in the case of any entity which becomes a Principal Subsidiary of the Issuer (through acquisition or otherwise) or which is merged into the Issuer or into any of the Issuer's Principal Subsidiaries or any other Subsidiary of the Issuer and as a result of which such Subsidiary becomes a Principal Subsidiary, for any Security Interest existing on or over any present or future assets or revenues of such entity on the date on which it becomes a Principal Subsidiary or is merged into the Issuer or a Principal Subsidiary or any such other Subsidiary of the Issuer (including the subsequent renewal of such Security Interest) or in respect of which a binding agreement to create it exists provided such Security Interest was not created in contemplation of or in connection with it becoming a Principal Subsidiary of the Issuer or being so merged.</p> <p>For the purposes of these Conditions:</p> <p>"Principal Subsidiary" means, at any relevant time, a Subsidiary of Unibail-Rodamco whose Value represents not less than 7 per cent. of the total Value of Unibail-Rodamco.</p> <p>For the purposes of this definition and the definition of "Excluded Subsidiary", "Value" means (A) with respect to any entity fully or proportionally consolidated by Unibail-Rodamco, the revalued value (as</p>

defined below) of Unibail-Rodamco's assets, (B) with respect to any entity consolidated under the equity method by Unibail-Rodamco, the value of such entity's equity, calculated on the basis of the revalued value of such entity's assets, in accordance with the accounting principles adopted by Unibail-Rodamco for its financial statements for the most recent financial year and in proportion to the stake held by Unibail-Rodamco, and (C) with respect to Unibail-Rodamco, the total Value, determined in accordance with (A) and (B) above, of all assets and of all entities in which Unibail-Rodamco holds, directly or indirectly, an equity interest as they appear in the latest published audited consolidated balance sheet of Unibail-Rodamco. The "**revalued value**" of an asset for the purpose of this definition means the value of that asset determined by reference to valuations provided by independent appraisers for real estate assets and included in the latest published audited accounts (on a consolidated basis if such accounts are prepared) of Unibail-Rodamco or the relevant Subsidiary, as the case may be, as the value of that asset.

In the event that, for any reason, the calculations of the Value of a Subsidiary or Unibail-Rodamco are not available after the close of any financial year at a time when it is necessary to determine whether a Subsidiary is a Principal Subsidiary, "**Principal Subsidiary**" shall mean, with respect to such year, a Subsidiary of Unibail-Rodamco whose operating income (or, where the Subsidiary in question prepares consolidated accounts, whose consolidated operating income) attributable to Unibail-Rodamco represents not less than 7 per cent. of the consolidated operating income of Unibail-Rodamco, all as calculated by reference to the then latest audited accounts (or consolidated accounts, as the case may be) of such Subsidiary and the then latest audited consolidated accounts of Unibail-Rodamco and its consolidated Subsidiaries or to which is transferred all or substantially all the assets and undertakings of a Subsidiary which, immediately prior to such transfer, is a Principal Subsidiary.

"**Relevant Debt**" means any present or future indebtedness in the form of or represented by bonds, notes (*obligations*), other securities (*titres financiers*, as referred to in Article L.211-1 II of the French *Code monétaire et financier* (but excluding securities referred to in paragraphs II-1 and II-3 of such Article and *copies exécutoires à ordre*)), which are or are capable of being quoted, admitted to trading or ordinarily dealt in on any regulated market.

"**Security Interest**" means any mortgage, lien, charge, pledge or other form of security interest (*a sûreté réelle*).

"**Subsidiary**" means, in relation to any person or entity at any time, any other person or entity (whether or not now existing) that is controlled directly or indirectly, or more than 50 per cent. of whose issued share capital (or equivalent) is held or owned, by such person or entity and/or any of such person or entity's subsidiaries at such time. For a person or entity to be "**controlled**" by another person or entity means that such other person or entity holds or owns, either directly or indirectly, a percentage of the share capital of such person or entity which entitles it to exercise a majority of voting rights at the general assemblies of such person or entity.

- **Events of Default**

The Notes contain events of default (such as non-payment, breach of other obligations, cross-default, insolvency, illegality and cessation of business) relating to the Issuer; the cross-default and insolvency events of default will also apply to Principal Subsidiaries but will exclude the subsidiaries of the

		<p>Issuer in respect to which there is no contractual recourse against Unibail-Rodamco or any other Subsidiary.</p> <ul style="list-style-type: none"> • <u>Withholding tax</u> <p>All payments of principal and interest and other revenues by or on behalf of the Issuer in respect of the Notes issued by the Issuer 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.</p> <ul style="list-style-type: none"> • <u>Governing law</u> <p>French law.</p> <p><u>Ranking</u></p> <ul style="list-style-type: none"> • <u>Status of the Notes</u> <p>The Notes issued under the Programme will be unsubordinated and unsecured obligations of the Issuer.</p> <p><u>Limitation of the rights</u></p> <ul style="list-style-type: none"> • <u>Prescription</u> <p>The Notes, Receipts and Coupons will become void unless presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) after the date on which such payment first becomes due.</p>
C.9	Interest, maturity and redemption provisions, yield and representation of the holders of Notes	<p>Please also refer to the information provided in Element C.8 above.</p> <ul style="list-style-type: none"> • <u>Interest periods and interest rates</u> <p>The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period.¹</p> <p>Interest Commencement Date: [<i>Specify/Issue Date</i>]</p> <ul style="list-style-type: none"> • <u>Fixed Rate Notes²</u> <p>Fixed interest will be payable in arrear on [<i>specify the date or dates in each year</i>].</p> <p>The length of the interest period is [•].</p> <p>Rate of Interest: [•] per cent. Fixed Rate</p> <ul style="list-style-type: none"> • <u>Floating Rate Notes³</u> <p>Floating Rate Notes will bear interest set separately for each Series as follows:</p> <ol style="list-style-type: none"> 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 published by the International Swaps and Derivatives Association, Inc. or the FBF Definitions (as published by the <i>Fédération Bancaire</i>

¹ This information shall be deleted for the purpose of drafting an issue specific summary.

² Delete this item if not applicable.

³ Delete this item if not applicable.

		<p style="text-align: center;"><i>Française</i>); or</p> <p>(ii) by reference to LIBOR, EURIBOR or EUR CMS or any other reference rate</p> <p>in each case as adjusted for any applicable margin.⁴ Unless a higher rate is stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.</p> <p>The length of the interest period is [●]</p> <p>Rate of Interest: [●] +/- [●] per cent. Floating Rate</p> <hr/> <ul style="list-style-type: none"> • <u>Zero Coupon Notes</u>⁵ <p>Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest.⁶</p> <p>Rate of Interest: Zero Coupon</p> <hr/> <ul style="list-style-type: none"> • <u>Fixed/Floating Rate Notes</u>⁷ <p>Fixed/Floating Rate Notes may bear interest at a rate (i) that the Issuer may elect to convert on [<i>specified date</i>] from a Fixed Rate to a Floating Rate (including, for the avoidance of doubt, EUR CMS), 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 at [<i>specified date</i>].</p> <p>The length of the interest periods is [●].</p> <p>Rate of Interest: [Fixed/Floating Rate] [EUR CMS]</p> <hr/> <ul style="list-style-type: none"> • <u>Maturities</u> <p>Subject to compliance with all relevant laws, regulations and directives, any maturity.⁸</p> <p>Maturity Date: [<i>Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant day and/or month and year</i>]</p> <hr/> <ul style="list-style-type: none"> • <u>Redemption</u> <p>Unless redeemed earlier as described in “Redemption by Instalments”, “Optional Redemption”, “Make-whole Redemption” and/or “Early Redemption”, the Notes will be redeemed at maturity at par. For tax reasons, in certain circumstances the Issuer may, and in certain circumstances the Issuer shall be required to, redeem the Notes in whole (but not in part).⁹</p> <p>Final Redemption Amount of each Note: [●] per Specified Denomination¹⁰</p> <hr/> <ul style="list-style-type: none"> • <u>Make-whole redemption</u>¹¹ <p>[The Issuer will have the option to redeem all (but not some only) of the Notes outstanding at any time prior to their Maturity Date, at the Make-whole Redemption Amount.]</p> <p>Applicable</p>
--	--	--

⁴ This information shall be deleted for the purpose of drafting an issue specific summary.

⁵ Delete this item if not applicable.

⁶ This information shall be deleted for the purpose of drafting an issue specific summary.

⁷ Delete this item if not applicable.

⁸ This information shall be deleted for the purpose of drafting an issue specific summary.

⁹ This information shall be deleted for the purpose of drafting an issue specific summary.

¹⁰ The amount to be inserted will either be the nominal amount or, if there are multiple denominations, the minimum denomination of such Specified Denomination

¹¹ Delete this item if not applicable.

		<ul style="list-style-type: none"> • <u>Optional redemption</u>¹² [The Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders, and, if so, the Final Terms will set out the terms applicable to such redemption.] [Call Option : Applicable] [Put Option : Applicable] [Optional Redemption Amount : Applicable: [●] per Specified Denomination]
		<ul style="list-style-type: none"> • <u>Clean-up Call Option</u>¹³ [The Issuer may redeem all but not some only of the Notes for the time being outstanding, if, immediately prior to the date that such notice is given, the Minimum Percentage or less of the aggregate nominal amount originally issued of the Notes of the relevant Series remain outstanding, provided that those Notes of such Series that are no longer outstanding have not been redeemed (and subsequently cancelled) by the Issuer at the option of the Issuer pursuant to the Call Option.] Minimum Percentage: [●] per cent. Notice Period: [As per Conditions]/[not less than [●] days nor more than [●] days]
		<ul style="list-style-type: none"> • <u>Redemption by instalments</u>¹⁴ [The Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.]¹⁵ The Notes are redeemable by instalments of [●] on [●], [●], [●]
		<ul style="list-style-type: none"> • <u>Early redemption</u>¹⁶ Except as provided in “Make-whole redemption”, “Optional Redemption” and/or “Clean-up Call Option” above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. Early Redemption Amount: Applicable: [●] per Specified Denomination
		<ul style="list-style-type: none"> • <u>Yield</u> Yield (in respect of Fixed Rate Notes):[●]
		<ul style="list-style-type: none"> • <u>Name of representative of holders of Notes</u> Noteholders may call or be called to a Noteholders' meeting. The Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a <i>masse</i>. The <i>masse</i> will be a separate legal entity, and will be acting in part through a Representative and in part through a general assembly of the Noteholders. [The representative of the <i>masse</i> is [●], [address].]
C.10	Derivative component in interest payments	See Element C.9. Not applicable. Notes issued under the Programme do not contain any derivative components in the interest payments.
C.11	Listing and	The Notes issued under the Programme may be listed on Euronext Paris or

¹² Delete this item if not applicable.

¹³ Delete this item if not applicable.

¹⁴ Delete this item if not applicable.

¹⁵ This information shall be deleted for the purpose of drafting an issue specific summary.

¹⁶ Delete this item if not applicable.

	admission to trading	<p>as otherwise specified in the relevant Final Terms. [However, Notes may also be issued under the Programme whereby they will be admitted to trading and/or quotation by other stock exchanges, listing authorities and/or quotation systems, as may be agreed between the Issuer and the relevant Dealer, or may be unlisted .]¹⁷</p> <p>[[Application has been made]/[Application is expected to be made] by the Issuer (or on its behalf) for the Notes to be admitted to trading on Euronext Paris/[•]] with effect from [•]]¹⁸</p>
--	-----------------------------	---

¹⁷ This information shall be deleted for the purpose of drafting an issue specific summary.

¹⁸ Delete this item if not applicable.

Section D –Risk Factors

D.2	Key information on the key risks that are specific to the Issuer or its industry	<p>There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Notes issued under the Programme:</p> <ul style="list-style-type: none"> • Global Financial Crisis: the default, or a significant decline in the credit rating, of one or more financial institutions could cause severe stress in the financial system generally and could adversely affect the markets in which the Issuers operate and the businesses and economic condition and prospects of the Issuers' counterparties, customers, suppliers or creditors, directly or indirectly, in ways which are difficult to predict; • Euro break-up or country default: The onset of a credit risk (including for Sovereigns) or a Sovereign debt crisis or exit of the Eurozone by a country where the Group operates and their potential impacts could be detrimental to the Group and could negatively affect the markets and business in which the Group operates; • The capacity of assets to generate sufficient income: the income-producing capacity of the properties may be adversely affected by various factors related to the properties themselves or of a more general nature; • Property leasing risks: the Issuer ability to make payments under the Notes issued under the Programme may be dependent on payments made by the tenants; • Force majeure risk: Certain tenants under leases may be released from the performance of their obligations under their respective leases when force majeure events make the performance of their obligations impossible. Any such events may affect the ability of the Issuer to meet its obligations under the Notes; • Risks arising from trends in the property market: the Issuer's activities are exposed to specific systemic risks such as the cyclical nature of the commercial property sector; • Risks arising from property asset construction and refurbishment projects and asset acquisition and disposal projects which are linked to securing the requisite legal administrative authorisations, controlling construction costs and achieving a good letting rate for properties; • Tenant insolvency risks: the ability of the Issuer to collect rents depends on the solvency of the its tenants; • Risks relating to the footfall in shopping centres: any event having a significant adverse effect on the footfall in the Group's shopping centres could have a significant adverse effect on the financial position, the results or the outlook of the Group, as well as on the trading prices of securities traded on a regulated market issued by Unibail-Rodamco; • Environmental risks: the Issuer has to comply with environmental and health regulations and the introduction of
-----	---	--

		<p>new regulations could potentially affect its results or general liability;</p> <ul style="list-style-type: none"> • Terrorism risks: by their nature, and despite the measures put in place by the Group independently, and in close cooperation with public authorities in the country concerned, the property assets of the Group are potentially exposed to acts of terrorism which may have serious consequences on persons and property. • Information system breakdown and cybercriminality: the Group relies on communication and information systems to conduct its business. Any failure, interruption or breach in security of these systems or any loss of data could result in failures or interruptions to its business; • Risks linked to key managers: the departure of a top management team member could have impact upon the business, the financial situation and the results of the Issuer; • Risks in the production of financial and accounting data: there could be financial risks during accounting works; • Risks of fraud: the Group can be exposed to fraudulent attempt (identity theft for example) or embezzlement in the course of its business; • Risks related to Unibail-Rodamco Group securities: the price of the Issuer's securities could be volatile and could be affected by events affecting the Issuer or the financial markets in general; • Legal and regulatory risks: the Issuer has to comply with a wide variety of laws and regulations (for example, securities law, general regulations of the competition authorities, urban planning regulations, lease laws, environmental regulations and the French "SIIC" ("Société d'Investissement Immobilier Cotée") tax regime) and changes in the regulatory framework could impact the business activities, the assets or the strategy of the Issuer. The Issuer could also be involved in legal proceedings; • Tax risks linked to special tax regimes: the Issuer is exposed to changes in taxes rules in all countries it operates in; Insurance-related risks: the Issuer depends on the insurance markets and their financial capacities to cover its risks; • Market risks: the Unibail-Rodamco Group, through its activities, is exposed to market risks which can generate losses as a result of fluctuations in interest rates and/or currency exchange rates. The Unibail-Rodamco Group is exposed to interest-rate risks on the loans it has taken out to finance its investments. The Unibail-Rodamco Group is exposed to foreign exchange risks because it operates in countries outside the Euro-zone; • Liquidity risks: The Unibail-Rodamco Group could encounter
--	--	--

		<p>difficulties in raising funds and, as a result, lack the access to liquidity that it needs. These events could also affect the cost of its financing and lead to an increase of the financial expenses of the Unibail-Rodamco Group;</p> <ul style="list-style-type: none"> • Counterparty risks: A large number of major international financial institutions are counterparties to the interest rate derivatives and/or foreign exchange contracts and deposits contracted by the Unibail-Rodamco Group. In the case of default by a counterparty, the Unibail-Rodamco Group could lose all or part of its deposits or may lose the benefit from hedges signed with such counterparties; Risks related to the Unibail-Rodamco Group's geographic presence: part of the business of the Issuer may be conducted in markets where the Issuer may be exposed to various risks and if the Issuer operates in a country outside the euro zone, a depreciation of the currency of these countries may also reduce the value of the Issuer's portfolio; • Expropriation and compulsory acquisition of properties: expropriation and the receipt of a compensation below the actual value of the assets could affect the financial situation of the Issuer; and • Risks associated with possible conflicts of interest: potential conflicts of interest with companies where the Issuer is the majority shareholder.
D.3	<p>Key information on the key risks that are specific to the Notes</p>	<p><i>There are certain factors that may affect the Notes issued under the Programme, including:</i></p> <p><i>The trading market for debt securities may be volatile and may be adversely impacted by many events.</i></p> <p>The market for debt securities issued by the Issuer is influenced by economic and market conditions and, to varying degrees, market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries.</p> <p><i>An active trading market for the Notes may not develop.</i></p> <p>There can be no assurance that an active trading market for the Notes will develop, or, if one does develop, that it will be maintained. If an active trading market for the Notes does not develop or is not maintained, the market or trading price and liquidity of the Notes may be adversely affected.</p> <p><i>The Notes may be redeemed prior to maturity.</i></p> <p>In the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the jurisdiction of such Issuer or a political subdivision thereof or any authority therein or thereof having power to tax, such Issuer may redeem all</p>

		<p>outstanding Notes in accordance with the Conditions.</p> <p><i>Purchases by the Issuer in the open market or otherwise (including by tender offer) in respect of certain Notes may affect the liquidity of the Notes which have not been so purchased.</i></p> <p>Depending on the number of Notes purchased by the Issuer, any trading market in respect of those Notes that have not been so purchased may become illiquid.</p> <p><i>Credit ratings may not reflect all risks</i></p> <p>The ratings may not reflect the potential impact of all risks related to structure, market and other factors that may affect the value of the Notes.</p> <p><i>Exchange rate risk</i></p> <p>Changes in exchange rates or the imposition of exchange controls could adversely affect an investor in the Notes if the investor's principal currency is different from the currency of the Notes.</p> <p><i>Taxation</i></p> <p>There may be taxes or other documentary charges or duties to be paid by potential purchasers and sellers of the Notes in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions.</p> <p><i>The proposed financial transaction tax</i></p> <p>Holdings of less than the minimum specified denomination may be affected if the Notes are traded in denominations that are not integral multiples of the Specified Denomination.</p> <p><i>Meetings of Noteholders</i></p> <p>A decision taken at a Noteholder meeting may cause the Conditions of the Notes to be modified, with such changes being binding on all Noteholders.</p> <p><i>French Insolvency Law</i></p> <p>Under French insolvency law, holders of all debt securities issued by the Issuer are automatically grouped into a single assembly, which can take decisions unfavourable to the individual interests of the Noteholders.</p> <p><i>Changes in law</i></p> <p>Changes of law may occur in the future that will impact the Conditions of the Notes.</p> <p>[The following risks could be inserted if applicable]</p> <p><i>[Any early redemption at the option of the Issuer, if provided for in a particular issue of Notes, could cause the yield anticipated by Noteholders to be considerably less than anticipated.</i></p> <p>A particular issue of Notes may provide for early redemption at the option of the Issuer. Such right of termination is often provided for bonds or notes in periods of high interest rates. 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</p>
--	--	---

		<p>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. <i>[To insert if applicable]</i></p> <p><i>[Exercise of put option in respect of certain Notes may affect the liquidity of the Notes in respect of which such put option is not exercised.</i></p> <p>Depending on the number of Notes in respect of which any put option is exercised, any trading market in respect of those Notes in respect of which such put option is not exercised may become illiquid. <i>[To insert if applicable]</i></p> <p><i>[Change in value of Fixed Rate Notes.</i></p> <p>Investors in Fixed Rate Notes are exposed to the risk that changes in interest rates in the capital markets may adversely affect the value of the Notes. <i>[To insert if applicable]</i></p> <p><i>[Investors will not be able to calculate in advance their rate of return on Floating Rate Notes.</i></p> <p>Interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate 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. <i>[To insert if applicable]</i></p> <p><i>[Fixed to Floating Rate Notes</i></p> <p>Fixed to floating rate Notes may bear interest at a rate 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. <i>[To insert if applicable]</i></p> <p><i>[Zero Coupon Notes are subject to higher price fluctuations than non-discounted bonds.</i></p> <p>Due to their leverage effect, Zero Coupon Notes are a type of investment associated with a particularly high price risk. Further, if market interest rates increase, Zero Coupon Notes can suffer higher price losses than other Notes having the same maturity and credit rating. <i>[To insert if applicable]</i></p> <p><i>[Conflicts of interest – Calculation Agent.</i></p> <p>Potential conflicts of interest may exist between the Calculation Agent and Noteholders (including where a Dealer acts as a calculation agent), including with respect to certain determinations and judgements that such Calculation Agent may make pursuant to the Conditions that may influence amounts receivable by the Noteholders during the term of the Notes and upon their redemption. <i>[To insert if applicable]</i></p>
--	--	---

		<p><i>[Risks related to Notes denominated in the Chinese Yuan Renminbi (“RMB”)]</i></p> <p><i>Renminbi is not freely convertible and there are significant restrictions on the remittance of RMB into and out of the PRC which may adversely affect the liquidity of RMB Notes</i></p> <p>RMB is not freely convertible at present. The government of the PRC (the "PRC Government") continues to regulate conversion between RMB and foreign currencies, including the Hong Kong dollar.</p> <p>Although starting from 1 October 2016, the RMB will be added to the Special Drawing Rights basket created by the International Monetary Fund, there is no assurance that the PRC Government will continue to gradually liberalise control over cross-border remittance of RMB in the future, that the schemes for RMB cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of RMB into or out of the PRC. In the event that funds cannot be repatriated out of the PRC in RMB, this may affect the overall availability of RMB outside the PRC and the ability of the Issuer to source RMB to finance its obligations under Notes denominated in RMB.</p> <p><i>There is only limited availability of RMB outside the PRC, which may affect the liquidity of the RMB Notes and the Issuer's ability to source RMB outside the PRC to service RMB Notes</i></p> <p>As a result of the restrictions by the PRC Government on cross-border RMB fund flows, the availability of RMB outside the PRC is limited. While the People's Bank of China ("PBoC") has entered into agreements on the clearing of RMB business with financial institutions in a number of financial centres and cities (the "RMB Clearing Banks"), including but not limited to Hong Kong and are in the process of establishing RMB clearing and settlement mechanisms in several other jurisdictions (the "Settlement Arrangements"), the current size of RMB denominated financial assets outside the PRC is limited.</p> <p>There are restrictions imposed by PBoC on RMB business participating banks in respect of cross-border RMB settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, RMB business participating banks do not have direct RMB liquidity support from PBoC. The RMB Clearing Banks only have access to onshore liquidity support from PBoC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source RMB from outside the PRC to square such open positions.</p> <p>Although it is expected that the offshore RMB market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Arrangements will not be terminated or amended in the future which will have the effect of restricting availability of RMB</p>
--	--	---

		<p>outside the PRC. The limited availability of RMB outside the PRC may affect the liquidity of the RMB Notes. To the extent the Issuer is required to source RMB in the offshore market to service its RMB Notes, there is no assurance that the Issuer will be able to source such RMB on satisfactory terms, if at all.</p> <p><i>Investment in the RMB Notes is subject to currency risk.</i></p> <p>Except in limited circumstances, all payments of RMB under Notes denominated in RMB to an investor will be made solely by transfer to a RMB bank account maintained in Hong Kong or a financial centre in which a RMB Clearing Bank clears and settles RMB in accordance with the prevailing rules and regulations and in accordance with the RMB Notes. The Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC). RMB is not freely convertible at present, and despite a movement towards liberalisation of cross-border RMB remittances, notably in the current account activity, there is no assurance that the PRC government will continue such movement in the future or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of RMB into or outside the PRC.</p> <p>Holders of RMB Notes may be required to provide certifications and other information (including RMB account information) in order to allow such Holder to receive payments in RMB in accordance with the RMB clearing and settlement system for participating banks in Hong Kong, Singapore and Taiwan.</p> <p>In addition, there can be no assurance that access to RMB for the purposes of making payments under such Notes or generally may remain or will not become restricted. If it becomes impossible to convert RMB from/to another freely convertible currency, or transfer RMB between accounts in Hong Kong or a financial centre in which a RMB Clearing Bank clears and settles RMB, or the general RMB exchange market outside the PRC becomes illiquid, any payment of RMB under the Notes may be delayed or the Issuer may make such payments in another currency selected by the Issuer using an exchange rate determined by the Calculation Agent, or the Issuer may redeem the Notes by making payment in another currency. For persons holding RMB Notes through Euroclear France, Euroclear or Clearstream, payments will also be made subject to the procedures of Euroclear France, Euroclear or Clearstream, as applicable.</p> <p>If the Issuer is not able, or it is impracticable for it, to satisfy its obligation to pay interest and principal on the RMB Notes as a result of Inconvertibility, Non-transferability or Illiquidity, the Issuer shall be entitled, on giving not less than five or more than 30 calendar days' irrevocable notice to the investors prior to the due date for payment, to settle any such payment in U.S. Dollars on the due date at the relevant Renminbi amount converted into U.S. dollars (the "U.S. Dollar Equivalent") of any such interest or principal, as the case may be.</p> <p><i>Investment in the RMB Notes is subject to exchange rate risk.</i></p> <p>The value of RMB against other foreign currencies fluctuates from</p>
--	--	---

		<p>time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. Recently, the PBoC implemented changes to the way it calculates the RMB's daily mid-point against the U.S. dollar to take into account market-maker quotes before announcing such daily mid-point. This change, and others that may be implemented, may increase the volatility in the value of the RMB against foreign currencies. All payments of interest and principal will be made in RMB with respect to RMB Notes unless otherwise specified. As a result, the value of these RMB payments may vary with the changes in the prevailing exchange rates in the marketplace. If the value of RMB depreciates against another foreign currency, the value of the investment made by a holder of the RMB Notes in that foreign currency will decline.</p> <p><i>Investment in the RMB Notes is subject to interest rate risk.</i></p> <p>The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. In addition, the interest rate for RMB in markets outside the PRC may significantly deviate from the interest rate for RMB in the PRC as a result of foreign exchange controls imposed by PRC law and regulations and prevailing market conditions.</p> <p>As RMB Notes may carry a fixed interest rate, the trading price of the RMB Notes will consequently vary with the fluctuations in the RMB interest rates. If holders of the RMB Notes propose to sell their RMB Notes before their maturity, they may receive an offer lower than the amount they have invested.] <i>[To insert if applicable]</i></p>
--	--	--

Section E – Offer		
E.2b	Reasons for the offer and use of proceeds	<p>The net proceeds of the issue of Notes will be used for the general corporate purposes of the Issuer[, including acquisition and developing policy] if not otherwise specified for a particular identified purpose in respect of any particular issue.¹⁹</p> <p>[The net proceeds of the issue of the Notes will be used by the Issuer for its general corporate purposes.][●]²⁰</p>
E.3	Terms and conditions of the offer	<p>Notes may be offered to the public in the Republic of France and/or any other EEA Member State in which the Base Prospectus has been passported.²¹</p> <p>[The Notes are not offered to the public.]/[Not applicable]</p> <p>[The Notes are offered to the public in: [<i>Specify any Member State of the European Union in which the Base Prospectus has been passported and in which the public offer is to take place</i>]</p> <p>Offer Price: [Issue Price/specify]</p> <p>Total amount of the issue/offer : [specify]</p> <p>Issue Price : [specify]</p> <p>Conditions to which the offer is subject: [<i>give details</i>]</p> <p>Offer Period (including any possible amendments): [●]</p> <p>Description of the application process: [<i>give details</i>]</p> <p>Details of the minimum and/or maximum amount of the application: [<i>give details</i>]</p> <p>Manner in and date on which results of the offer are made public: [<i>give details</i>]</p> <p>[The Notes have been admitted to trading on [Euronext Paris/[●]]].</p>
E.4	Interests, including conflicting interests, of natural and legal persons involved in the issue of the Notes	<p>[Not Applicable. So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer, including conflicting interests.] [The Dealer[s] will be paid aggregate commissions equal to [●] per cent. of the nominal amount of the Notes. So far as the Issuer is aware, no other person involved in the issue of the Notes has an interest material to the offer, including conflicting interests.] [●]</p>
E.7	Estimated expenses charged to investor by the Issuer or the offeror	<p>[Not Applicable. There are no expenses charged to the investor/The estimated expenses charged to the investor(s) amount to [●].]</p>

¹⁹ Delete this item if not applicable.

²⁰ Delete this item if not applicable.

²¹ This information shall be deleted for the purpose of drafting an issue specific summary

RÉSUMÉ EN FRANÇAIS (SUMMARY IN FRENCH)

Ce résumé est fourni dans le cadre de l'émission par Unibail-Rodamco de Titres (tel que définis ci-dessous) ayant une valeur nominale unitaire inférieure à 100 000 Euros (autres que les Titres pour lesquels la publication d'un prospectus en vertu de la Directive 2003/71/CE telle que modifiée n'est pas requise). Les références dans cette section faites à l' « Emetteur » devront être comprises comme des références faites à « Unibail-Rodamco » uniquement. Le résumé spécifique à ce type d'émission de Titres figurera en annexe des Conditions Définitives applicables et comprendra (i) les informations relatives au résumé du Prospectus de Base et (ii) les informations à compléter figurant dans les sections ci-après.

Les résumés contiennent des exigences de publicité appelées « Eléments ». Ces Eléments sont numérotés dans les sections A à E (A.1 à E.7).

Ce résumé contient tous les Eléments devant être inclus dans un résumé pour ce type de valeurs mobilières et pour la Banque Fédérative du Crédit Mutuel. La numérotation des Eléments peut ne pas se suivre en raison du fait que certains Eléments n'ont pas à être inclus.

Bien qu'un Elément doive être inclus dans le résumé du fait du type de valeur mobilière et d'Emetteur concerné, il se peut qu'aucune information pertinente ne puisse être donnée sur cet Elément. Dans ce cas, une brève description de l'Elément est incluse dans le résumé suivie de la mention « Sans objet ».

Section A - Introduction and warnings		
A.1	Avertissement général concernant le résumé	<p>Ce résumé doit être lu comme une introduction au présent prospectus de base en date du [●] juillet 2017 (le « Prospectus de Base ») concernant le <i>Guaranteed Euro Medium Term Note Programme</i> d'un montant de 15 000 000 000 euros (le « Programme ») de l'Emetteur (tel que défini ci-après). Toute décision d'investir dans les Titres doit être fondée sur un examen exhaustif du Prospectus de Base par les investisseurs. Lorsqu'une action concernant l'information contenue dans le présent Prospectus de Base est intentée devant un tribunal, le plaignant peut, selon la législation nationale de l'État Membre de l'Espace Economique Européen (l' « EEE »), avoir à supporter les frais de traduction de ce Prospectus de Base avant le début de la procédure judiciaire. Seule peut être engagée la responsabilité civile des personnes qui ont présenté le résumé ou la traduction de ce dernier, mais seulement 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 investisseurs lorsqu'ils envisagent d'investir dans les Titres.</p>
A.2	Information relative au consentement de l'Emetteur concernant l'utilisation du Prospectus	<p>[Dans le cadre de toute offre de Titres dans toute juridiction de l'Union Européenne où le Prospectus de Base a été passeporté, le cas échéant (les « Pays de l'Offre Publique ») qui ne bénéficie pas de l'exemption à l'obligation de publication d'un prospectus en vertu de la Directive 2003/71/CE telle que modifiée (« Directive Prospectus »), (une « Offre au Public »), l'Emetteur consent à l'utilisation du Prospectus de Base et des Conditions Définitives applicables (ensemble, le « Prospectus ») dans le cadre d'une Offre au Public de tout Titre durant [période d'offre relative à l'émission] (la « Période d'Offre ») et dans [●] par :</p> <p>(1) [noms des intermédiaires financiers visés dans les conditions</p>

Section A - Introduction and warnings

définitives] [conditions dans lesquelles les intermédiaires financiers sont autorisés à faire une offre publique] ; [ou]

- (2) [tout intermédiaire financier qui remplit les conditions suivantes : (a) qui agit conformément à toutes les lois, règles, réglementations 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 qui s'appliquent comme s'il s'agissait d'un Agent Placeur nommé dans le cadre du Programme ou dans le cadre d'une opération spécifique (un « **Agent Placeur** ») ; (c) qui s'assure que tous les frais (et toutes les commissions, les dégrèvements ou avantages de toute nature) reçus ou payés par cet intermédiaire financier en raison de l'offre ou de la cession des Titres n'enfreignent pas les Règles et sont entièrement et clairement communiqués aux investisseurs ou aux investisseurs potentiels ; (d) 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 ; (e) qui conserve les dossiers d'identification des investisseurs au moins pendant la période minimum requise par les Règles applicables, et doit, sur demande et dans les limites prévues par les Règles, mettre ses registres à la disposition des Agent(s) Placeur(s) concerné(s) et de l'Emetteur ou les mettre directement à la disposition des autorités compétentes dont l'Emetteur et/ou le(s) Agent(s) Placeur(s) concerné(s) dépendent afin de permettre à l'Emetteur 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 connaissance du client (*know your client*) applicables à l'Emetteur et/ou aux Agent(s) Placeur(s) concerné(s) ; (f) qui n'entraîne pas, directement ou indirectement, la violation d'une Règle par l'Emetteur ou les Agent(s) Placeur(s) concerné(s) ou qui ne soumet pas l'Emetteur 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 (g) qui satisfait [*spécifier toute autre condition*] (dans chacun des cas un « **Etablissement Autorisé** »). Ni les Agents Placeurs ni l'Emetteur n'auront d'obligation de s'assurer qu'un Etablissement Autorisé agira en conformité avec toutes les lois et réglementations et, en conséquence, ni les Agents Placeurs ni l'Emetteur ne pourra voir sa responsabilité engagée à ce titre.]

[L'Emetteur est responsable, dans le(s) Pays de l'Offre Publique, du contenu du Prospectus envers toute personne (un « **Investisseur** ») dans un/des Pays de l'Offre Publique à qui des Titres sont offerts par un Etablissement Autorisé et où l'offre est faite pendant la période pour laquelle ce consentement est donné. Cependant, ni l'Emetteur ni aucun Agent Placeur n'encourt de responsabilité pour les agissements d'un Etablissement Autorisé, y compris pour le respect par un Etablissement Autorisé des règles de conduite ou toute autre exigence réglementaire locale ou autre exigence légale concernant les titres financiers au titre de cette offre.]

[Le consentement mentionné ci-dessus s'applique à des Périodes d'Offre

Section A - Introduction and warnings

(le cas échéant) se terminant au plus tard à l'issue d'une période de 12 mois à compter de la date d'approbation du Prospectus de Base par l'*Autorité des marchés financiers*].

[Un Investisseur qui a l'intention d'acquérir ou qui acquiert des Titres auprès d'un Etablissement Autorisé le fera, et les offres et cessions des Titres par un Etablissement Autorisé à un Investisseur se feront, dans le respect de toutes conditions et autres accords mis en place entre l'Etablissement Autorisé et l'Investisseur concerné y compris en ce qui concerne l'allocation du prix et les accords de règlement-livraison les « Modalités de l'Offre Non-exemptée »). L'Emetteur ne sera pas partie à de tels accords avec des Investisseurs (autres que les Agents Placeurs) dans le contexte de l'offre ou de la cession des Titres et, en conséquence, le Prospectus de Base ne comprendra pas et les Conditions Définitives ne comprendront pas ces informations. Les Modalités de l'Offre Non-exemptée devront être communiquées aux Investisseurs par l'Etablissement Autorisé au moment de l'Offre Non-exemptée. Ni l'Emetteur ni aucun des Agents Placeurs ou des Etablissements Autorisés ne sont responsables de cette information.]/[Sans objet. Il n'y a pas d'offre publique des Titres et aucun consentement n'a été donné.]]

Section B – Emetteur		
B.1	La raison sociale et le nom commercial de l'Emetteur	Unibail-Rodamco SE (« Unibail-Rodamco » ou l'« Emetteur »).
B.2	Siège social et forme juridique de l'Emetteur, législation qui régit l'activité et pays d'origine de l'Emetteur	L'Emetteur est une société anonyme européenne à responsabilité limitée immatriculée et domiciliée en France (<i>Societas Europae</i> ou SE) avec un Conseil de Surveillance et un Directoire, constituée en droit français et régie par (i) les dispositions du Règlement du Conseil Européen 2001/2157/EC du 8 octobre 2001 applicable aux sociétés européennes ainsi que celles de la Directive du Conseil Européen 2001/86/CE du 8 octobre 2001 complétant le statut de la société européenne pour ce qui concerne l'implication des travailleurs, (ii) les dispositions du droit français relatives aux sociétés européennes, ainsi que celles relatives aux points en partie couverts ou non couverts par le Règlement SE et (iii) les dispositions légales et réglementaires françaises applicables aux sociétés anonymes. Le siège social de l'Emetteur est situé au 7 Place du Chancelier Adenauer, 75016 Paris, France.
B.4b	Description de toutes les tendances connues touchant l'Emetteur ainsi que des industries de son secteur	Sans objet. L'Emetteur n'a indiqué aucune tendance particulière.
B.5	Description du Groupe de l'Emetteur et de la position de l'Emetteur au sein du Groupe	Le groupe Unibail-Rodamco est issu de la fusion en 2007 des groupes Unibail et Rodamco Europe. Unibail-Rodamco est aujourd'hui le numéro un de l'immobilier commercial en Europe sur la base de sa valeur marchande brute de 42,5 milliards d'euros. L'Emetteur est une société opérationnelle et la société mère d'un groupe comprenant plusieurs filiales opérant dans 11 pays d'Europe. En date du 30 juin 2017, le périmètre de consolidation du groupe Unibail Rodamco inclut 299 sociétés en intégration globale.
B.9	Prévision ou estimation du bénéfice	Sans objet. L'Emetteur ne publie pas de prévision ou estimation de bénéfice.
B.10	Réserves contenues dans le rapport des Commissaires aux comptes	Sans objet. Les rapports des Commissaires aux comptes sur les états financiers consolidés pour les exercices clos les 31 décembre 2016 et 31 décembre 2015 ne comprennent aucune réserve.

Section B – Emetteur

B.12	Informations financières sélectionnées Déclaration d'absence d'événement défavorable significatif Déclaration de changement significatif	Informations financières essentielles sélectionnées relatives à l'Emetteur :				
		(En million d'Euros)	Au 30 juin 2017 (non audités)	Au 30 juin 2016 (non audités)	Au 31 décembre 2016 (audités)	Au 31 décembre 2015 (audités)
		Valeur du patrimoine total	42.491	39.299	40.495	37.755
		Total capitaux propres	21.782	19.768	21.020	19.239
			Pour la période intermédiaire terminée le 30 juin 2017	Pour la période intermédiaire terminée le 30 juin 2016	Pour l'exercice terminé le 31 décembre 2016	Pour l'exercice terminé le 31 décembre 2015
		Loyers nets (par activité)				
		-Centres commerciaux	670	643	1.273	1.177
		-Bureaux	70	84	153	170
		-Congrès & Expositions	55	53	103	105
		Loyer net	794	781	1.529	1.453
		Résultats de cessions, ajustements des valeurs des actifs et dépréciations d'écarts d'acquisition	1.074	1.050	2.102	1.834
		Résultat net (part des propriétaires de la société mère)	1.463	1.285	2.409	2.334
		dont le résultat récurrent	614	575	1.114	1.030
		Il n'y a eu aucun changement significatif défavorable dans les perspectives de l'Emetteur depuis le 31 décembre 2016.				
		Il n'y a pas eu de changement significatif dans la situation financière et commerciale de l'Emetteur depuis le 30 juin 2017.				
B.13	Événement récent présentant un intérêt significatif pour l'évaluation de la solvabilité de l'Emetteur	Sans objet. L'Emetteur considère qu'aucun événement pertinent quant à l'évaluation de sa solvabilité n'est intervenu depuis la publication de ses derniers états financiers semestriels.				

Section B – Emetteur		
B.14	Degré de dépendance de l'Emetteur à l'égard d'autres entités du Groupe	<p>Voir Élément B.5 sur le Groupe et la position de l'Emetteur au sein du Groupe.</p> <p>L'organigramme ci-dessous montre la structure du groupe Unibail-Rodamco au 30 juin 2017 :</p> <div style="text-align: center;"> <pre> graph TD UR[UNIBAIL-RODAMCO SE] --- SC[Shopping Centre subsidiaries directly owned by Unibail-Rodamco] UR --- UC[Uni-commerces and its subsidiaries] UR --- OS[Office subsidiaries directly owned by Uni-bail-Rodamco] UR --- D[Doria and its subsidiaries] UR --- RE[Rodamco Europe B.V. and its subsidiaries] UR --- UR_SI[Unibail-Rodamco SI BV and its subsidiaries] </pre> </div> <p>L'Emetteur est la société mère d'un groupe de sociétés et dépend par conséquent en partie des situations financière et commerciales de ses principales filiales.</p>
B.15	Principales activités de l'Emetteur	<p>Selon l'article 2 des statuts de l'Emetteur, l'Emetteur a pour objet en France et à l'étranger :</p> <ul style="list-style-type: none"> - Tout tout investissement par l'acquisition, l'aménagement, la construction, la propriété de tous terrains, immeubles, biens et droits immobiliers et l'équipement de tous ensembles immobiliers, aux fins de les louer ; - le management, la location, la prise à bail, la vente ou l'échange des actifs énumérés ci-dessus, soit directement, soit par prise de participations ou d'intérêts, soit en constituant toute société civile ou commerciale ou groupement d'intérêt économique ; - et généralement toutes opérations financières, mobilières ou immobilières se rattachant directement ou indirectement à l'objet social ou de nature à favoriser son développement ; - toute prise, détention, cession de participation dans toutes personnes morales françaises ou dans toutes personnes morales étrangères ayant une activité se rattachant directement ou indirectement à l'objet social de la société ou de nature à favoriser son développement
B.16	Entité(s) ou personne(s) détenant ou contrôlant directement ou indirectement l'Emetteur	<p>Sans objet. Le 30 juin 2017, Blackrock Inca déclaré une participation supérieure à 10% du capital social. Les autres principaux investisseurs connus, détenant des participations entre 4% et 10%, comprennent APG et Northern Cross.</p>
B.17	Notation attribuée à l'Emetteur ou à ses titres d'emprunt	<p>Unibail-Rodamco s'est vu attribuer une notation de crédit d'A/Stable/A-1 par S&P Global Ratings (« S&P ») et Fitch Ratings Limited (« Fitch ») Fitch a attribué à la dette à long terme de l'émetteur la notation A (perspective stable), à la dette de premier rang non garantie la notation A+ (perspective stable), à la dette à court terme de l'émetteur la notation F1 et à la dette à court terme non garantie la notation F1.</p>

Section B – Emetteur

Le Programme a été noté A par S&P et A+ par Fitch, qui sont des agences de notation établies dans l'Union Européenne et enregistrées conformément au Règlement (CE) n° 1060/2009 relatif aux agences de notation (le « **Règlement CRA** »), tel que modifié par le Règlement (UE) n° 513/2011, et qui apparaissent dans la liste des agences de notation enregistrées publiée par l'Autorité Européenne des Marchés Financiers (*European Securities and Market Authority*) sur son site Internet www.esma.europa.eu/page/List-registered-and-certified-CRAs à la date du Prospectus de Base.

Les Titres émis en vertu du Programme peuvent faire ou ne pas faire l'objet d'une notation. Dans les cas où une émission fait l'objet d'une notation, celle-ci peut différer de celle applicable au Programme. Une notation ne constitue pas une recommandation d'achat, de vente ou de détention de Titres et peut à tout moment être suspendue, abaissée ou faire l'objet d'un retrait par l'agence de notation concernée.

Notation de crédit : [Sans Objet]/[Les Titres qui seront émis [ne sont pas/ont été/devraient être] notés]/[Le Programme est noté] :

[S&P : [●]]

[Moody's : [●]]

[Fitch Ratings : [●]]

Section C – Valeurs mobilières		
C.1	Nature, catégorie et numéro d'identification des Titres	<p>Les Titres sont des [Titres à Taux Fixe]/[Titres à Taux Variable]/[Titres à Taux Fixe/Variable]/[Titres Zéro Coupon].</p> <p>Le code ISIN des Titres est : [●].</p> <p>Le code commun des Titres est : [●].</p>
C.2	Devises	<p>Sous réserve du respect de toutes lois, réglementations et directives applicables, les Titres peuvent être libellés en toute devise dont conviendraient l'Emetteur et les Agents Placeurs concernés y compris, l'Euro.</p> <p>La devise des Titres est : [●]</p>
C.5	Description de toute restriction imposée à la libre négociabilité des Titres	<p>A l'exception de certaines restrictions concernant l'achat, l'offre, la vente et la livraison de Titres en EEE (avec certaines spécificités en France, Royaume Uni, Belgique, Pays-Bas, Suède), Suisse, Etats-Unis, Japon, Hong Kong, République Populaire de Chine et Singapour, il n'y a aucune restriction à la libre négociabilité des Titres.</p>
C.8	Description des droits attachés aux Titres	<p><u>Droits attachés aux Titres</u></p> <ul style="list-style-type: none"> • <u>Redénomination</u> <p>Les Titres émis dans la devise d'un Etat Membre de l'Union Européenne participant à la troisième phase de l'Union Economique et Monétaire pourront être relibellés en euros.</p> <ul style="list-style-type: none"> • <u>Maintien de l'emprunt à son rang (« Negative pledge »)</u> <p>L'Emetteur ne créera pas ou ne laissera pas exister, et s'assurera qu'aucune de ses Filiales Principales (tel que défini ci-après) ne créera pas et ne laissera pas exister, aucune Sûreté Réelle sur tout ou partie de ses actifs et revenus, actuels ou futurs, afin de garantir toute Dette Concernée ou toute garantie ou indemnité relative à toute Dette Concernée à moins que, au même moment ou en amont, les obligations de l'Emetteur en vertu des Titres soient garanties à un rang égal et proportionnel ou bénéficient d'une garantie ou indemnité en des termes substantiellement identiques excepté, dans le cas où toute entité devenant une Filiale Principale de l'Emetteur (par acquisition ou autre) ou qui est absorbée par l'Emetteur ou l'une des Filiales Principales de l'Emetteur ou toute autre Filiale de l'Emetteur et qu'il en résulte que cette Filiale devient une Filiale Principale, toute Sûreté Réelle grevant l'un des actifs ou revenus actuels ou futurs de cette entité à la date à laquelle elle devient une Filiale Principale ou est absorbée par l'Emetteur ou une Filiale Principale ou toute autre Filiale de l'Emetteur (y compris le renouvellement ultérieur de cette Sûreté Réelle) ou pour laquelle un contrat prévoit sa création existe pourvu que cette Sûreté Réelle n'ait pas été créée en raison du fait que cette entité devienne une Filiale Principale de l'Emetteur ou de son absorption.</p> <p>Pour l'application de cette Condition :</p> <p>Filiale Principale » signifie, à tout moment, une Filiale de Unibail-Rodamco dont la Valeur ne représente pas moins de 7% de la Valeur totale d'Unibail-Rodamco.</p> <p>Pour les besoins de cette définition et de la définition de « Filiale Exclue », « Valeur » signifie (A) pour toute entité entièrement ou proportionnellement consolidée par Unibail-Rodamco, la valeur réévaluée (telle que définie ci-</p>

Section C – Valeurs mobilières

dessous) des actifs d'Unibail-Rodamco, (B) pour toute entité consolidée par Unibail-Rodamco conformément à la méthode de la mise en équivalence, la valeur des capitaux propres de cette entité, calculée sur la base de la valeur réévaluée des actifs de cette entité, selon les principes comptables adoptés par Unibail-Rodamco pour ses états financiers de l'exercice le plus récent et à proportion de la participation détenue par Unibail-Rodamco, et (C) pour Unibail-Rodamco, la Valeur totale, déterminée conformément aux (A) et (B) ci-dessus, de tous les actifs et de toutes les entités dans lesquelles Unibail-Rodamco détient, directement ou indirectement, des participations telle qu'elles apparaissent dans le dernier bilan consolidé audité publié par Unibail-Rodamco. La « **valeur réévaluée** » d'un actif, pour les besoins de cette définition, signifie la valeur de cet actif déterminée par référence aux évaluations données par les évaluateurs indépendants pour les actifs immobiliers et inclus dans les derniers comptes audités publiés (sur une base consolidés, le cas échéant) par Unibail-Rodamco ou par la Filiale concernée, selon le cas, comme étant la valeur de cet actif.

Dans les cas où, quelle qu'en soit la raison, le calcul de la Valeur d'une Filiale ou d'Unibail-Rodamco n'est pas disponible après la clôture d'un exercice au moment où il est nécessaire de déterminer si une Filiale est une Filiale Principale, « **Filiale Principale** » signifierait, le cas échéant, une Filiale d'Unibail-Rodamco dont le résultat d'exploitation (ou, si la Filiale en question établit des comptes consolidés, le résultat d'exploitation consolidé) attribuable à Unibail-Rodamco ne représente pas moins de 7% du résultat d'exploitation consolidé d'Unibail-Rodamco, le tout calculé par référence aux derniers comptes (ou comptes consolidés, selon les cas) audités publiés alors par cette Filiale et les derniers comptes consolidés publiés alors par Unibail-Rodamco et ses Filiales consolidées où la totalité ou presque la totalité du patrimoine et des engagements d'une Filiale qui, immédiatement avant ce transfert, est une Filiale Principale.

« **Dette Concernée** » signifie tout endettement actuel ou futur représenté ou ayant la forme de titres, d'obligations, de titres financiers (tels que définis à l'article L.211-1 II du Code monétaire et financier (exception faite des titres mentionnés aux paragraphes II-1 et II-3 dudit article et des copies exécutoires à ordre)), qui sont ou peuvent être cotés, admis aux négociations ou négociés habituellement sur un marché réglementé.

« **Sûreté Réelle** » signifie toute hypothèque, privilège, nantissement ou toute autre sûreté réelle.

« **Filiale** » signifie, pour toute personne ou entité à tout moment, toute autre personne ou entité (existante ou non actuellement existante) qui est contrôlée directement ou indirectement, ou dont 50% ou plus des actions ou parts (ou équivalent) est détenu ou possédé, par cette personne ou entité et/ou par toute filiale de cette entité ou personne. Une personne ou entité « **contrôlée** » par une autre personne ou entité signifie que cette autre personne ou entité détient ou possède, directement ou indirectement, un pourcentage du capital social de cette personne ou entité qui lui permet d'exercer une majorité des droits de vote à l'assemblée générale de cette personne ou entité.

- **Cas de Défaut**

Les Titres comprennent des cas de défaut (tels que le défaut de paiement, la violation d'autres obligations, le défaut croisé, l'insolvabilité, l'illégalité et la cessation d'activité) relatifs à l'Emetteur ; les cas de défaut de défaut croisé et

Section C – Valeurs mobilières		
		<p>d'insolvabilité s'appliqueront également aux Filiales Principales mais excluront les filiales de l'Emetteur pour lesquelles il n'existe pas de recours contractuel contre Unibail-Rodamco ou toute autre Filiale.</p> <ul style="list-style-type: none"> • <u>Retenue à la source</u> <p>Tous les paiements de principal et d'intérêts effectués par ou pour le compte de l'Emetteur au titre des Titres devront l'être nets de toute retenue à la source ou prélèvement, de toutes taxes, droits, impôts ou prélèvements de toute nature, imposés, levés, collectés ou retenus à la source par ou pour le compte de tout Etat ou de toute autorité de cet Etat ayant le pouvoir de lever l'impôt, à moins que cette retenue à la source ou ce prélèvement ne soit exigé par la loi.</p> <ul style="list-style-type: none"> • <u>Droit applicable</u> <p>[Droit français].</p> <p><u>Rang</u></p> <ul style="list-style-type: none"> • <u>Rang des Titres</u> <p>Les Titres émis en vertu du Programme constitueront des engagements non-subordonnés et non-garantis de l'Emetteur.</p> <p><u>Limitation des droits</u></p> <ul style="list-style-type: none"> • <u>Prescription</u> <p>Les Titres, Reçus et Coupons seront annulés si leur paiement n'est pas demandé dans une période de 10 ans (pour le principal) et cinq ans (pour les intérêts) à compter de la date à laquelle leur paiement est dû.</p>
C.9	Intérêts, échéance et modalités de remboursement, rendement et représentation des Porteurs des Titres	Se reporter aux informations fournies à l'Elément C.8 ci-dessus.
		<ul style="list-style-type: none"> • <u>Périodes d'intérêt et taux d'intérêts</u> <p>La durée des périodes d'intérêts et le taux d'intérêt applicable ou sa méthode de calcul pourront être constants ou varier au cours du temps pour chaque Souche. Les Titres pourront avoir un taux d'intérêt maximum, un taux d'intérêt minimum, ou les deux. L'utilisation des périodes d'intérêts courus permet de prévoir des taux d'intérêts différents des Titres pour la même période d'intérêts.²²</p> <p>Date de Début des Périodes d'intérêt : [<i>Préciser</i>/Date d'Emission]</p>
		<ul style="list-style-type: none"> • <u>Titres à Taux Fixe</u>²³ <p>Un montant d'intérêt fixe sera échu le [<i>préciser la ou les dates de chaque année</i>].</p> <p>La durée de la période d'intérêt est : [●]</p> <p>Taux d'Intérêt : Taux Fixe [●]%</p>

²² Cette information devra être supprimée pour les besoins de la rédaction d'un résumé spécifique à l'émission.

²³ Supprimer si sans objet.

Section C – Valeurs mobilières

- **Titres à Taux Variable**²⁴

Les Titres à Taux Variable porteront intérêt séparément 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 les Définitions FBF (telles que publiées par la Fédération Bancaire Française) ; ou
- (ii) calculé par référence au LIBOR, à l'EURIBOR ou à l'EUR CMS ou tout autre taux de référence

tel qu'ajustés dans chaque cas, des éventuelles marges applicables.²⁵ 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.

La durée de la période d'intérêt est : [●]

Taux d'Intérêt : Taux Variable [●] +/- [●]%

- **Titres à Coupon Zéro**²⁶

Les Titres à Coupon Zéro seront émis à leur valeur nominale ou à un prix différent du pair et ne porteront pas intérêt.²⁷

Taux d'Intérêt : Coupon Zéro

- **Titres à Taux Fixe/Variable**²⁸

Les Titres à Taux Fixe/Variable pourront porter intérêt à un taux (i) que l'Emetteur pourra choisir de convertir le [préciser la date] d'un Taux Fixe à un Taux Variable (y compris, pour éviter toute ambiguïté, l'EUR CMS), 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 le [date précisée]

La durée de la période d'intérêt est : [●]

Taux d'intérêt : [Taux Fixe/Taux Variable] [EUR CMS]

²⁴ Supprimer si sans objet.

²⁵ Cette information devra être supprimée pour les besoins de la rédaction d'un résumé spécifique à l'émission.

²⁶ Supprimer si sans objet.

²⁷ Cette information devra être supprimée pour les besoins de la rédaction d'un résumé spécifique à l'émission

²⁸ Supprimer si sans objet.

Section C – Valeurs mobilières		
		<ul style="list-style-type: none"> • <u>Echéances</u> Sous réserve du respect de l'ensemble des lois, règlements et directives applicables, toute échéance.²⁹ Date d'Echéance : [Préciser la date ou (pour les Titres à Taux Variable) Date de Paiement d'Intérêt tombant le ou le plus près du jour et/ou du mois et de l'année concerné]
		<ul style="list-style-type: none"> • <u>Remboursement</u> Excepté en cas de remboursement anticipé tel que décrit dans le paragraphe « Remboursement en Plusieurs Versements », « Remboursement Optionnel », « Remboursement compensatoire » et/ou « Remboursement Anticipé », les Titres seront remboursés à échéance au pair. Pour des raisons fiscales, dans certaines circonstances, l'Emetteur peut, et dans certaines circonstances l'Emetteur doit être obligé de rembourser les Titres en totalité (mais pas en partie).³⁰ Montant de Remboursement Final : [●] par Montant de Calcul³¹
		<ul style="list-style-type: none"> • <u>Remboursement compensatoire</u>³² [L'Emetteur aura l'option de rembourser l'intégralité (et non une partie seulement) des Titres en circulation en tout temps préalablement à la Date d'Echéance, au Montant de Remboursement Compensatoire.]³³ Applicable.
		<ul style="list-style-type: none"> • <u>Remboursement Optionnel</u>³⁴ [Les Titres pourront être remboursés préalablement à l'échéance stipulée, à l'option de l'Emetteur (en totalité ou en partie) et/ou des porteurs, et, si tel est le cas, les Conditions Définitives fixeront les termes applicables à ce remboursement.] [Option d'Achat : Applicable] [Option de Vente : Applicable] [Montant de Remboursement Optionnel : [●] par Montant de Calcul]

²⁹ Cette information devra être supprimée pour les besoins de la rédaction d'un résumé spécifique à l'émission.

³⁰ Cette information devra être supprimée pour les besoins de la rédaction d'un résumé spécifique à l'émission.

³¹ Le montant à insérer sera soit le montant nominal, soit, s'il y a plusieurs dénominations, la dénomination minimale de ce Montant de Calcul.

³² Supprimer si sans objet.

³³ Cette information devra être supprimée pour les besoins de la rédaction d'un résumé spécifique à l'émission.

³⁴ Supprimer si sans objet.

Section C – Valeurs mobilières		
		<ul style="list-style-type: none"> • <u>Option de retrait anticipé</u>³⁵ [L'Emetteur peut rembourser l'intégralité et non une partie seulement des Titres en circulation à un moment donné si, immédiatement avant la date à laquelle la notification est faite, le Pourcentage Minimum ou moins du montant nominal total des Titres de la Souche concernée initialement issus restent en circulation, pourvu que les Titres de cette Souche qui ne sont plus en circulation n'ont pas été rachetés (et par conséquent annulés) par l'Emetteur en application de l'Option d'Achat .] <p>Pourcentage Minimum : [●]% Délai de Notification : [Selon les Conditions]/[pas moins de [●] jours ni plus de [●] jours]</p>
		<ul style="list-style-type: none"> • <u>Remboursement en plusieurs versements</u>³⁶ [Les Titres qui sont remboursables deux ou plusieurs versements définiront les dates auxquelles, et les montants dans lesquels, ces Titres pourront être remboursés.]³⁷ <p>Les Titres sont remboursables par versements de [●] les [●], [●], [●].</p>
		<ul style="list-style-type: none"> • <u>Remboursement anticipé</u>³⁸ Sous réserve de ce qui est prévu dans les paragraphes « Remboursement Compensatoire », « Remboursement Optionnel » et/ou « Option de Retrait Anticipé » ci-dessus, les Titres ne pourront faire, ou dans certaines circonstances ne feront, l'objet d'un remboursement anticipé au gré de l'Emetteur que pour des raisons fiscales. <p>Montant de Remboursement Anticipé : Applicable : [●] par Montant de Calcul</p>
		<ul style="list-style-type: none"> • <u>Rendement</u> Rendement (des Titres à Taux Fixe) : [●]
		<ul style="list-style-type: none"> • <u>Nom du représentant des porteurs de Titres</u> Les porteurs de Titres peuvent demander la tenue d'une assemblée ou y être convoqués. Les porteurs de Titres seront regroupés automatiquement pour la défense de leurs intérêts communs respectifs en une masse. La masse sera une entité juridique séparée et agira pour partie par l'entremise d'un représentant et pour partie par l'entremise d'une assemblée générale des porteurs de Titres. [Le représentant de la masse est [●], [adresse].]

³⁵ Supprimer si sans objet.

³⁶ Supprimer si sans objet.

³⁷ Cette information devra être supprimée pour le besoins de la rédaction d'un résumé spécifique à l'émission.

³⁸ Supprimer si sans objet.

Section C – Valeurs mobilières		
C.10	Paiement des intérêts liés à un (des) instrument(s) dérivé(s)	Voir Elément C.9. Sans objet. Les Titres émis en vertu du Programme ne comprennent pas d'instruments dérivés.
C.11	Cotation et admission à la négociation	Les Titres émis dans le cadre du Programme peuvent faire l'objet d'une cotation sur Euronext Paris ou autre, tel que spécifié dans les Conditions Définitives applicables. [Cependant, des Titres peuvent également être émis en vertu du Programme et être admis aux négociations et/ou à la cotation d'autres places boursières, cotes officielles et/ou systèmes de cotation, tel qu'il serait décidé entre l'Emetteur et l'Agent Placeur concerné, ou pourraient ne pas être cotés.] ³⁹ [[Une demande a été faite]/[Une demande doit être faite] par l'Emetteur (ou au nom et pour le compte de l'Emetteur) en vue de la cotation et de l'admission des Titres aux négociations sur [Euronext Paris/[●]] à compter de [●]] ⁴⁰

Section D – Facteurs de Risque		
D.2	Informations clés sur les principaux risques propres à l'Emetteur ou à son exploitation et son activité	Certains facteurs de risques pourraient affecter la capacité de l'Emetteur à remplir ses obligations en vertu des Titres incluent notamment : <ul style="list-style-type: none"> • Risques liés à une crise financière globale: une défaillance ou une baisse significative de la notation de crédit d'une ou plusieurs institutions financières pourrait causer de vives tensions dans l'ensemble du système financier et impacter négativement les marchés sur lesquels l'émetteur est présent ainsi que l'activité, la situation économique et les perspectives des contreparties, clients, fournisseurs ou créanciers de l'émetteur dans une mesure qu'il est difficile de prévoir; • Risques liés à une éventuelle explosion de la zone euro ou de défaillance d'un pays: l'émergence d'un risque de crédit (incluant celui des États), ou d'une crise de la dette souveraine ou de la sortie de la zone Euro d'un pays où le Groupe opère et leurs impacts éventuels pourraient être préjudiciables au Groupe et pourraient affecter négativement les marchés sur lesquels le Groupe est présent ainsi que ses activités; • Risques liés à la capacité des actifs à générer des revenus suffisants: la capacité des propriétés à générer des revenus peut être affecté négativement par différents facteurs liés aux propriétés elle-même ou des facteurs plus généraux; • Risques liés à la location: la capacité de l'émetteur à effectuer les paiements prévus dans le cadre du programme d'émission peut

³⁹ Cette information devra être supprimée pour les besoins de la rédaction d'un résumé spécifique à l'émission.

⁴⁰ Supprimer si sans objet.

Section D – Facteurs de Risque

dépendre des paiements réalisés par les locataires;

- **Risques liés à un événement de force majeure:** certains locataires peuvent être libérés de leurs obligations contractuelles au titre du contrat de location lorsqu'un cas de force majeure rend impossible l'exécution de leurs obligations. Un tel événement pourrait affecter la capacité de l'émetteur à exécuter ces engagements au titre des Obligations;
- **Risques liés aux dynamiques propre au secteur :** l'activité du Groupe est soumise à des aléas et risques systémiques liés en particulier à la nature cyclique du secteur;
- Risques liés à la construction des biens immobiliers, aux projets de rénovation et aux projets d'achat et de vente et notamment les risques liés à l'obtention des autorisations légale et administratives nécessaires, au contrôle des coûts de construction et à l'atteinte d'un taux d'occupation locative satisfaisant;
- **Risque d'insolvabilité des locataires:** la capacité d'Unibail-Rodamco à collecter les loyers dépend de la solvabilité de ses locataires;
- **Risques liés à la fréquentation des centres commerciaux:** un événement, accidentel ou non, susceptible d'avoir des effets négatifs importants sur la fréquentation des centres commerciaux du Groupe, peut dans un même temps pénaliser fortement le bilan, les résultats ou les perspectives du Groupe ainsi que les cours des titres émis par Unibail-Rodamco négociés sur un marché réglementé;
- **Risques environnementaux:** l'émetteur doit respecter les réglementations sanitaires et environnementales et l'introduction de nouvelles réglementations pourrait affecter ses performances et sa responsabilité;
- **Risques liés au terrorisme:** de par leur nature, et en dépit des mesures mises en œuvre à l'instigation du Groupe et en étroite relation avec les autorités publiques du pays concerné, les actifs immobiliers du Groupe sont potentiellement exposés aux actes terroristes pouvant avoir des conséquences graves sur les personnes et les biens;
- **Risques liés aux pannes informatiques et à la cybercriminalité:** les systèmes de communication et d'information du Groupe jouent un rôle essentiel dans la conduite de ses activités. Toute défaillance, interruption ou violation de la sécurité de ces systèmes ou toute perte de données pourrait entraîner des défaillances ou des interruptions dans l'activité du Groupe
- **Risques liés au départ d'une personne clé:** le départ d'une personne clé de l'équipe dirigeante pourrait avoir des effets négatifs sur les activités, la situation financière et/ou les résultats d'exploitation du Groupe;
- **Risques liés au manque de fiabilité des prévisions et aux erreurs comptables significatives:** le manque de fiabilité des prévisions et/ou les erreurs comptables peuvent avoir un impact significatif sur

Section D – Facteurs de Risque

les états financiers;

- **Risques de fraude:** le Groupe peut être exposé à des tentatives frauduleuses (vol d'identité par exemple) ou à des malversations dans le cadre de son activité;
- **Risques liés aux titres du Groupe Unibail-Rodamco:** le prix des titres de l'émetteur peuvent être volatiles et être affectés par des événements visant l'émetteur ou les marchés financiers dans leur globalité;
- **Risques légaux et réglementaires:** le Groupe doit se conformer à de multiples lois et règlements (et notamment au droit boursier, aux règlements des autorités de la concurrence, aux règlements d'urbanisme, au droit des baux, aux réglementations environnementales, aux dispositions régissant le Régime SIIC et aux droit fiscaux) et des évolutions du cadre réglementaire ou légal pourraient contraindre le Groupe à adapter et/ou réduire ses activités, ses actifs ou sa stratégie. Dans le cours normal de ses activités, le Groupe peut être impliqué dans des procédures judiciaires;
- **Risques liés à la fiscalité:** dans tous les pays où le Groupe opère, le Groupe et ses filiales sont exposées aux éventuelles modifications des règles fiscales;
- **Risques liés à l'assurance:** l'émetteur est dépendant du marché des assurances et de leurs capacités financières à couvrir ses risques;
- **Risque de marché:** du fait de ses activités, le Groupe est exposé à des risques de marché qui peuvent occasionner des pertes en raison des fluctuations des taux d'intérêt et/ou des taux de change. Le Groupe est exposé au risque lié à l'évolution des taux d'intérêt sur les emprunts contractés pour financer ses investissements. Le Groupe est exposé au risque de change car il opère dans des pays qui se situent en dehors de la zone euro;
- **Risque de liquidité:** le Groupe pourrait à un moment donné se heurter à des difficultés pour lever des fonds et, par conséquent, ne pas avoir accès aux liquidités dont il a besoin. Ces événements pourraient aussi influencer sur le coût de son financement et conduire à une hausse des frais financiers;
- **Risque de contrepartie:** un grand nombre d'institutions financières internationales majeures sont contreparties des instruments dérivés de taux d'intérêt et/ou de taux de change et des contrats ou dépôts de change souscrits par le Groupe. En cas de défaillance d'une contrepartie, le Groupe pourrait perdre tout ou partie de ses dépôts ou perdre le bénéfice des couvertures souscrites avec ces contreparties;
- **Risques liés à la présence géographique du Groupe Unibail-Rodamco:** une partie de l'activité de l'émetteur est susceptible de le conduire sur des marchés sur lesquels il pourrait s'exposer à différents risques et si l'émetteur intervient dans des pays en dehors de la zone euro, la dépréciation des devises locales pourrait réduire

Section D – Facteurs de Risque		
		<p>la valeur du portefeuille de l'émetteur;</p> <ul style="list-style-type: none"> • Risques liés à l'expropriation et aux acquisitions forcées de propriétés: l'expropriation compensée par une indemnisation inférieure à la valeur réelle des actifs pourrait affecter la situation financière de l'émetteur; et • Risques liés à des conflits d'intérêts éventuels: des conflits d'intérêts pourraient survenir avec des sociétés dont l'émetteur est actionnaire majoritaire.
D.3	Informations clés sur les principaux risques propres aux Titres	<p><i>Certains facteurs sont significatifs pour la détermination des risques liés aux Titres émis dans le cadre du Programme, notamment :</i></p> <p><i>Le marché des titres de créance peut s'avérer volatil et varier défavorablement en fonction de nombreux événements.</i></p> <p>Le marché des titres de créances émis par l'Emetteur est influencé par les conditions économiques et les conditions de marché et, à des degrés variables, les conditions de marchés, de taux d'intérêt, de taux de change et de taux d'inflation dans d'autres pays européens et d'autres pays industrialisés.</p> <p><i>Un marché actif pour les Titres pourrait ne pas se développer</i></p> <p>Il ne peut être garanti qu'un marché actif pour les Titres se développe, ou, si l'un d'eux se développe, qu'il sera maintenu. Si un marché actif pour les Titres ne se développe pas ou n'est pas maintenu, la valeur de marché ainsi que la liquidité des Titres pourrait être négativement affectée.</p> <p><i>Les Titres pourront être remboursés avant leur échéance</i></p> <p>Si l'Emetteur concerné est obligé d'augmenter les montants payables en vertu de tout Titre ou en raison de toute retenue à la source ou prélèvement, de toutes taxes, droits, impôts ou prélèvements de toute nature, actuels ou futurs, imposés, levés, collectés ou retenus à la source par ou pour le compte de l'Etat de résidence de cet Emetteur ou de toute autorité de cet Etat ayant le pouvoir de lever l'impôt, cet Emetteur pourra rembourser tous les Titres en circulation en application des Modalités.</p> <p><i>Les achats de certains Titres par l'Emetteur sur le marché (y compris par voie d'offre publique) pourraient affecter la liquidité des Titres qui n'ont pas été acquis de la même manière.</i></p> <p>En fonction de la quantité de Titres acquis par l'Emetteur, le marché de négociation de ces Titres qui n'ont pas été acquis de la même manière pourrait devenir non-liquide.</p> <p><i>Les taux de change</i></p> <p>Des variations dans les taux de change et la mise en place de contrôle des changes pourraient avoir un impact négatif pour les porteurs des Titres dont la devise principale est différente de la devise d'émission des Titres.</p> <p><i>Les notations de crédit peuvent ne pas refléter l'ensemble des risques</i></p> <p>Les notations ne reflètent pas nécessairement l'impact potentiel de tous les risques liés à la structure de l'émission, au marché et aux autres facteurs qui pourraient affecter la valeur des Titres.</p>

Section D – Facteurs de Risque

Imposition

Il pourrait y avoir d'autres taxes ou droits à payer par des acheteurs ou des vendeurs éventuels de ces titres, conformément aux lois ou aux pratiques en vigueur dans d'autres Etats dans lesquels les titres sont transférés ou dans d'autres juridictions.

La taxe sur les Transactions Financières proposée

La Taxe sur les Transactions Financières actuellement en projet a un champ d'application très large et pourrait être applicable à certaines opérations sur les Titres (notamment les opérations sur le marché secondaire) dans certaines hypothèses.

Les réunions des porteurs des Titres

Une décision prise pendant une réunion des porteurs des Titres pourrait entraîner la modification des modalités des Titres, avec tous les porteurs des Titres se retrouvant liés par de telles modifications.

Le droit français en matière d'insolvabilité

Le droit français en matière d'insolvabilité prévoit la réunion de plein droit de l'ensemble des porteurs d'obligations en une assemblée générale unique, qui a le pouvoir de prendre des décisions défavorables aux intérêts individuels de chacun des porteurs.

Changements dans la loi applicable

Des changements dans la loi applicable pourraient être opérés dans le futur et avoir un impact sur les modalités des Titres.

[Les risques suivants doivent être insérés si applicables]

[Le remboursement anticipé des Titres au choix de l'Emetteur, si une émission particulière de Titres le prévoit, pourrait réduire de manière significative le rendement des Titres, en particulier celui initialement attendu par les Porteurs de Titres.

Une émission particulière de Titres peut prévoir un remboursement anticipé au choix de l'Emetteur. Un tel droit est souvent conféré pour les obligations en périodes de taux d'intérêt élevés. Si les taux d'intérêt du marché diminuent, le risque pour les Porteurs de Titres que l'Emetteur exerce ce droit augmente. Par conséquent, le rendement reçu au remboursement pourrait être plus faible qu'attendu, et le montant remboursé pourrait être inférieur au prix d'achat des Titres payé par le Porteur de Titres. Ainsi, une partie du capital investi par le Porteur de Titres pourrait être perdu. **[Insérer si applicable]**

[L'exercice d'une option de vente relative à certains Titres peut affecter la liquidité des Titres pour lesquels cette option de vente n'est pas exercée.

En fonction de la quantité de Titres pour laquelle une option de vente est exercée, le marché de négociation de ces Titres pour lesquels l'option de vente n'est pas exercée pourrait devenir non-liquide. **[Insérer si applicable]**

[Changement de la valeur des Titres à Taux Fixe.

Les investisseurs en Titres à Taux Fixe sont exposés au risque que les changements dans les taux d'intérêts des marchés de capitaux affectent négativement la valeur des Titres. **[Insérer si applicable]**

[Les investisseurs ne pourront pas calculer par avance le taux de rendement des Titres à Taux Variable.

Section D – Facteurs de Risque

Les revenus de l'intérêt des Titres à Taux Variable ne peuvent pas être anticipés. En raison de la variabilité de ces revenus, les investisseurs ne peuvent pas déterminer le rendement définitif des Titres à Taux Variable au moment où ils les acquièrent, et ainsi leur retour sur investissement ne peut pas être comparé avec d'autres investissements ayant des périodes d'intérêt fixes et plus longues. **[Insérer si applicable]**

[Titres à Taux Fixe/Taux variable.

Les Titres à taux fixe/taux variable peuvent porter intérêt à un taux que l'Emetteur peut choisir de convertir d'un taux fixe à un taux variable, ou d'un taux variable à un taux fixe. La capacité de l'Emetteur à convertir le taux d'intérêt influera sur le marché secondaire et la valeur marchande des Titre puisque l'on peut s'attendre à ce que l'Emetteur convertisse le taux lorsque cela permettra d'obtenir un coût d'emprunt moins élevé. **[Insérer si applicable]**

[Les Titres Zéro Coupon sont sujets à des variations de prix plus importantes que d'autres Titres émis sans décote.

En raison de leur effet de levier, les Titres Zéro Coupon sont un type d'investissement associé avec un risque de prix particulièrement élevé. De plus, si les taux d'intérêts du marché augmentent, les Titres Zéro Coupon pourront subir une perte de prix plus importante que d'autres Titres ayant la même échéance et la même notation. **[Insérer si applicable]**

[Conflits d'intérêts – Agent de Calcul.

Des potentiels conflits d'intérêts peuvent surgir entre l'Agent de Calcul et les Porteurs de Titres (notamment lorsque un Agent Placeur agit comme agent de calcul), notamment concernant certaines déterminations et jugements que l'Agent de Calcul pourrait faire selon les termes des Conditions pouvant influencer sur les montants reçus par les Porteurs de Titres au cours de la vie des Titres et leur rachat. **[Insérer si applicable]**

[Risques relatifs aux Titres libellés en yuan chinois renminbi (« RMB »)

Le Renminbi n'est pas librement convertible et il existe d'importantes restrictions aux transferts de RMB dans et en dehors de la République Populaire de Chine qui pourraient affecter négativement la liquidité des Titres RMB.

Le RMB n'est pas librement convertible actuellement. Le gouvernement de la République Populaire de Chine (le « **Gouvernement Chinois** ») continue de réguler la conversion entre le RMB et des devises étrangères, y compris le dollar de Hong Kong.

Bien qu'à compter du 1^{er} octobre 2016, le RMB sera ajouté au panier des Droits de Tirage Spéciaux créé par le Fonds Monétaire International, il n'y a aucune assurance que le Gouvernement Chinois continuera à libéraliser peu à peu le contrôle sur les versements transfrontaliers en RMB à l'avenir, que les procédés pour l'utilisation transfrontalière du RMB seront rendus indisponibles ou que de nouvelles réglementations en République Populaire de Chine ne seront pas promulguées à l'avenir qui auraient pour effet de restreindre ou de supprimer les versements à l'intérieur ou à l'extérieur du territoire chinois. Dans le cas où les fonds en RMB ne pourraient pas être rapatriés hors de la République Populaire de Chine, cela pourrait affecter la disponibilité globale du RMB hors de la République Populaire de Chine ainsi que la capacité de l'Emetteur à se procurer des RMB pour financer ses

Section D – Facteurs de Risque

obligations en vertu des Titres libellés en RMB.

La disponibilité du Renminbi en dehors de la République Populaire de Chine est limitée, ce qui pourrait affecter la liquidité des Titres libellés en RMB ainsi que la capacité de l'Emetteur à se procurer des RMB pour le service des Titres RMB.

En conséquence des restrictions de la République Populaire de Chine sur les flux transfrontaliers de fonds en RMB, la disponibilité du RMB hors de la République Populaire de Chine est limitée. Alors que la Banque Populaire de Chine (« **BPC** ») a conclu des accords sur la compensation des opérations en RMB avec des institutions financières dans certains centres et places financières (les « **Banques de Compensation RMB** »), comprenant sans limitation Hong Kong et sont en train d'établir des mécanismes de compensation et de règlement du RMB dans plusieurs autres juridictions (les « **Accords de Règlement** »), la taille actuelle des actifs libellés en RMB hors de la République Populaire de Chine est limitée.

La BPC impose des restrictions aux banques participant aux opérations en RMB concernant les règlements transfrontaliers, tels que ceux relatifs aux transactions directes avec des entreprises chinoises. De plus, les banques participant aux opérations en RMB n'ont pas de soutien direct de trésorerie en RMB de la part de la BPC. Les Banques de Compensation RMB ont uniquement accès au soutien de trésorerie domestique de la BPC dans le but de quadriller les positions ouvertes des banques participantes pour certains types de transactions et ne sont pas obligées de quadriller les positions ouvertes des banques participantes résultant d'autres opérations d'échange ou services de conversion à l'étranger. Par conséquent, les banques participantes devront se procurer des RMB hors de la République Populaire de Chine afin de quadriller de telles positions.

Bien qu'il soit attendu que le marché offshore du RMB continuera à croître en profondeur et en taille, sa croissance est soumise à de nombreuses contraintes résultant des lois et règlements de la République Populaire de Chine sur le change. Il n'y a aucune garantie que de nouvelles réglementations de la République Populaire de Chine ne seront pas promulguées ou que les Accords de Règlement ne seront pas résiliés ou modifiés à l'avenir ce qui aurait pour effet de restreindre la disponibilité du RMB hors de la République Populaire de Chine. La disponibilité limitée du RMB en dehors de la République Populaire de Chine pourrait affecter la liquidité des Titres RMB. Dans la mesure où l'Emetteur devrait se procurer des RMB sur le marché offshore pour le service des Titres RMB, il ne peut être assuré que l'Emetteur puisse se procurer ces RMB dans des quantités satisfaisantes, voire du tout.

Un investissement dans les Titres libellés en Renminbi est sujet à des risques de devise.

Sauf circonstances particulières, tout paiement en RMB en vertu des Titres libellés en RMB à un investisseur sera fait uniquement par virement sur un compte RMB tenu à Hong Kong ou un centre financier dans lequel une Banque de Compensation RMB compensent et règlent des RMB conformément aux règles applicables et conformément aux Titres RMB. Il ne peut être demandé à l'Emetteur d'effectuer un paiement par tout autre moyen (y compris en utilisant une autre devise ou par virement sur un compte tenu en République Populaire de Chine). Le RMB n'est pas librement convertible actuellement, et en dépit d'un mouvement vers la libéralisation des

Section D – Facteurs de Risque

versements transfrontaliers en RMB, notamment compte tenu des activités en cours, il ne peut être assuré que le Gouvernement Chinois perpétuera ce mouvement ou que de nouvelles réglementations en République Populaire de Chine ne seront pas promulguées à l'avenir ayant pour effet de restreindre ou de supprimer les versements en RMB à l'intérieur ou à l'extérieur du territoire de République Populaire de Chine.

Il pourrait être demandé aux Porteurs de Titres RMB de fournir des attestations ou d'autres informations (y compris concernant le compte en RMB) afin qu'ils soient autorisés à recevoir des paiements en RMB conformément au système de compensation et de règlement du RMB par les banques participantes à Hong Kong, Singapour et Taiwan.

En outre, il ne peut être assuré que l'accès au RMB dans le but d'effectuer des paiements en vertu de tels Titres ou plus généralement reste ou ne sera pas restreint. S'il devient impossible de convertir le RMB dans une autre devise librement convertible (ou inversement), ou de transférer des fonds en RMB d'un compte à Hong Kong ou dans un centre financier dans lequel une Banque de Compensation RMB compense et règle des RMB, ou si le marché du change du RMB hors de la République Populaire de Chine devient non-liquide, tout paiement de RMB en vertu des Titres pourrait être retardé ou l'Emetteur pourrait réaliser ces paiements dans une autre devise choisie par l'Emetteur en utilisant un taux de change déterminé par l'Agent Calculeur, ou l'Emetteur pourra rembourser les Titres en effectuant des paiements dans une autre devise. Pour les personnes détenant des Titres RMB par le biais d'Euroclear France, Euroclear ou Clearstream, les paiements sont également soumis aux procédures d'Euroclear France, Euroclear ou Clearstream, selon les cas.

Si l'Emetteur n'est pas en mesure de remplir ses obligations de paiement d'intérêt et de principal au titre des Titres RMB en raison d'une Inconvertibilité, Non-transférabilité ou Illiquidité, l'Emetteur pourra être autorisé, à condition de le notifier irrévocablement aux investisseurs non moins de 30 jours calendaires aux investisseurs préalablement à la date d'échéance du paiement, à régler un tel paiement d'intérêt ou de principal (selon les cas) en dollars US à la date d'échéance et au montant Renminbi pertinent converti en dollars US (l' « **Equivalent Dollar US** »).

Un investissement dans les Titres libellés en RMB est sujet à des risques de change.

La valeur du RMB par rapport à d'autres devises étrangères varie au cours du temps et est affectée par des changements en République Populaire de Chine et par la conjoncture politique et économique internationale ainsi que par beaucoup d'autres facteurs. Récemment, la BPC a mis en œuvre des modifications dans la manière dont elle calcule le taux RMB/USD à mi-journée afin de prendre en considération les estimations du teneur de marché avant d'annoncer ce taux de mi-journée. Cette modification, ainsi que d'autres qui pourraient être mises en œuvre, peuvent accroître la volatilité de la valeur du RMB par rapport à d'autres devises étrangères. Tout paiement d'intérêt et de principal sera fait en RMB en ce qui concerne les Titres RMB à moins qu'il n'en soit stipulé autrement. Par conséquent, la valeur de ces paiements en RMB peut varier en fonction des changements des taux de change de la place financière. Si la valeur du RMB est dépréciée par rapport à une autre devise étrangère, la valeur de l'investissement fait par un porteur de Titres RMB dans cette devise étrangère pourrait diminuer.

Section D – Facteurs de Risque		
		<p><i>Un investissement dans les Titres libellés en RMB est sujet à des risques de taux d'intérêt.</i></p> <p>Le Gouvernement Chinois a peu à peu libéralisé sa régulation des taux d'intérêt ces dernières années. La poursuite de cette libéralisation pourrait accroître la volatilité des taux d'intérêt. En outre, le taux d'intérêt pour le RMB sur les marchés hors de la République Populaire de Chine peut varier de manière importante par rapport au taux d'intérêt du RMB en République Populaire de Chine en raison du contrôle des changes imposé par les lois et règlements de la République Populaire de Chine et des conditions de marché.</p> <p>Comme les Titres RMB peuvent porter intérêt à taux fixe, le prix de négociation des Titres RMB variera en conséquence des fluctuations des taux d'intérêt du RMB. Si les porteurs de Titres RMB proposent de vendre leurs Titres RMB avant leur échéance, ils pourraient recevoir une offre inférieure au montant investi.] [Insérer si applicable]</p>

Section E - Offre		
E.2b	Raisons de l'offre et utilisation du produit de l'Offre	Le produit net de l'émission des Titres sera utilisé pour les besoins généraux de l'Emetteur[, y compris sa politique d'acquisition et de développement] à moins qu'il n'en soit stipulé autrement pour une utilisation particulière des fonds dans le cadre d'une émission déterminée. ⁴¹
		[Le produit net de l'émission des Titres sera utilisé par l'Emetteur pour les besoins généraux de l'entreprise.]/[●] ⁴²
E.3	Modalités de l'offre	<p>Les Titres pourront être offerts au public en France et/ou dans un Etat Membre quelconque de l'EEE dans lequel le Prospectus de Base est passeporté.⁴³</p> <p>[Les Titres ne sont pas offerts au public.]/[Sans objet]</p> <p>[Les Titres sont offerts au public : [Préciser les Etats membres de l'Union Européenne dans lesquels le Prospectus de Base a été passeporté et où l'offre au public va avoir lieu]</p> <p>Prix d'Offre : [Prix d'Emission/Préciser]</p> <p>Montant total de l'émission/offre : [préciser]</p> <p>Prix d'Emission [préciser]</p> <p>Conditions auxquelles l'Offre est soumise : [développer]</p> <p>Période d'Offre (y compris les modifications possibles) : [●]</p> <p>Description de la procédure de demande de souscription : [développer]</p>

⁴¹ Supprimer si sans objet.

⁴² Supprimer si sans objet.

⁴³ Cette information devra être supprimée pour les besoins de la rédaction d'un résumé spécifique à l'émission.

		<p>Informations sur le montant minimum et/ou maximum de souscription : [développer]</p> <p>Modalités et date de publication des résultats de l'Offre : [développer]</p> <p>[Les Titres ont été admis aux négociations sur [Euronext Paris/[●]]].</p>
E.4	Intérêts des personnes morales ou physiques impliquées dans l'émission	<p>[Non Applicable. A la connaissance de l'Emetteur, aucune personne participant à l'émission de Titres n'y a d'intérêt significatif, y compris des intérêts conflictuels.]</p> <p>[[L'/Les] Agent[s] Placeur[s] percevr[a/ont] des commissions d'un montant de [●]% du montant en principal des Titres. A la connaissance de l'Emetteur, aucune autre personne participant à l'émission de Titres n'y a d'intérêt significatif, y compris des intérêts conflictuels.] [●]</p>
E.7	Estimation des Dépenses mises à la charge de l'investisseur par l'Emetteur ou l'offreur	<p>[Sans objet. Aucune dépense ne sera facturée à aux investisseurs/Les estimations des dépenses facturées au(x) investisseur(s) sont de [●].]</p>

RISK FACTORS

The Issuers and the Guarantor believe that the following factors may affect their ability to fulfil their obligations under Notes issued under the Programme. All of these factors are contingencies which may or may not occur and the Issuers and the Guarantor are not in a position to express a view on the likelihood of any such contingency occurring. The risk factors may relate to the Issuers or the Guarantor or any of their subsidiaries or affiliates.

Factors which the Issuers and the Guarantor believe may be material for the purpose of assessing the market risks associated with the Notes issued under the Programme are also described below.

The Issuers and the Guarantor believe that the factors described below represent the principal risks inherent in investing in the Notes issued under the Programme, but the inability of each of the Issuers (or the Guarantor) to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons. 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.

References in this Risk Factors section to the "Unibail-Rodamco Group" are to the group consisting of the Guarantor and its subsidiaries, including the Issuers.

Certain risk factors relating to the Unibail-Rodamco Group, including the following factors, are set out in pages 350-361 of the Unibail-Rodamco 2016 Annual and Sustainable Development Report as incorporated by reference herein. See "Documents Incorporated by Reference" .

Risk Factors relating to the Issuers and the Guarantor

Risks related to the market generally

- **Global Financial Crisis, Euro break-up or country default**

Concerns about credit risk (including those of sovereigns) and the Eurozone crisis have recently intensified. The large sovereign debts and/or fiscal deficits of a number of European countries and the U.S. have raised concerns regarding the financial condition of financial institutions, insurers and other corporates: (i) located in these countries; (ii) that have direct or indirect exposure to these countries; and/or (iii) whose banks, counterparties, custodians, customers, service providers, sources of funding and/or suppliers have direct or indirect exposure to these countries. The default, or a significant decline in the credit rating, of one or more sovereigns or financial institutions could cause severe stress in the financial system generally and could adversely affect the markets in which the Issuers and the Guarantor operate and the businesses and economic condition and prospects of the Issuers' and the Guarantor's counterparties, customers, suppliers or creditors, directly or indirectly, in ways which are difficult to predict.

The impact of these conditions could be detrimental to the Issuers and/or the Guarantor and could adversely affect: their businesses, operations and profitability; their solvency and the solvency of their counterparties, custodians, customers and service providers; their credit rating; their share price; the value and liquidity of their assets and liabilities; the value and liquidity of the Notes; and/or the ability of the Issuers to meet their obligations under the Notes and under their debt obligations more generally.

Prospective investors should ensure that they have sufficient knowledge and awareness of the Eurozone crisis, global financial crisis and the economic situation and outlook as they consider necessary to enable them to make their own evaluation of the risks and merits of an investment in the Notes. In particular, prospective investors should take into account the considerable uncertainty as to how the Eurozone crisis, the global financial crisis and the wider economic situation will develop over time.

Factors that may affect the Issuers' and Guarantor's ability to fulfil its obligations under Notes issued under the Programme

The proceeds of the Notes issued under the Programme will permit the Issuers to address their general financing needs, and in particular to finance existing or future development projects. The issue of the Notes will also allow the Unibail-Rodamco Group to diversify its sources of financing. To make payments on the Notes issued under the Programme, the Issuers will depend, in particular, on the income it receives from its business operations.

The level of cash flows generated by its business operations depends on the following factors, among others:

- **The capacity of assets to generate sufficient income**

The income-producing capacity of the properties may be adversely affected by a large number of factors. Some of these factors relate to the properties themselves, such as:

- (i) the age, design, technical features, location and construction quality of the properties;
- (ii) applicable regulations and perceptions regarding the safety, convenience and attractiveness of the properties;
- (iii) the proximity and attractiveness of competing office buildings, shopping centres or convention-exhibition centres or any new competing assets;
- (iv) the adequacy of the properties' management and maintenance;
- (v) increases in operating expenses;
- (vi) an increase in the capital expenditures needed to maintain the properties or make improvements or assume costs needed to comply with applicable regulations;
- (vii) vacancy rates of assets;
- (viii) a decline in rental rates as leases are renewed or entered into with new tenants;
- (ix) incapacity of tenants to pay rents;
- (x) non-renewal of the leases or renewal in bad financial conditions;
- (xi) illiquidity of assets disrupting the capacity to sell assets or to sell them at prices sufficient for the Unibail-Rodamco Group to pay its liabilities; and
- (xii) evolution of valuation of assets.

Other factors of a more general nature, such as:

- (a) national, regional or local economic and/or politic conditions (including plant closures, industry slowdowns and unemployment rates);
- (b) local property conditions from time to time (such as an oversupply or undersupply of office, retail or warehouse space);
- (c) demographic factors;
- (d) consumer confidence;
- (e) consumer tastes and preferences; and
- (f) changes in building codes, planning and zoning regulations or, more generally, any other regulatory changes.

- **Property leasing risks**

The Issuers' and Guarantor's ability to make payments under the relevant Notes issued under the Programme may be dependent on payments being made by the tenants. Each tenant may become unable to meet its obligations under the relevant lease or may fail to pay the rents on the due date or at all.

Statutory rights of tenants

In each country where the Unibail-Rodamco Group operates, the number of statutory rights of tenants under the leases may affect the net cash flow realised from the properties or cause delay in the payment of the rental income.

Such rights may, in some countries but not necessarily all countries in which the Unibail-Rodamco Group operates, include in particular, but are not limited to, the following as per current applicable regulations:

- (i) whether or not one of the Issuers or the Guarantor as landlord is in default of its obligations under a lease, the tenant may have the right under general principles of French law (*principe d'exception d'inexécution*) to retain its rental payments until the default is cured or refrain from performing its other obligations thereunder;
- (ii) whether or not one of the Issuers or the Guarantor as landlord is in default of its respective obligations under a lease, a tenant may have the right to reduce its rent and/or to spread the awarded payment into instalments;
- (iii) whether or not one of the Issuers or the Guarantor as landlord is in default of its respective obligations under a lease, a tenant may have the right to terminate the lease for cause;
- (iv) under Swedish rental law, if a tenant has a claim on the landlord, which may or may not be based on the terms and conditions of a lease, such tenant has the possibility to deposit the full or part of the amount of the claim at the county administrative board. However, the deposited amount may not exceed the landlord's claim on the tenant;
- (v) a tenant may be entitled to an adequate rebate of the rent or compensation if the leased premises can be used only in a limited extent due to the failure of the landlord to fulfil its obligations;
- (vi) a legal right of set-off could be exercised by a tenant in respect of its rental obligations under the relevant lease if a reciprocal debt is owed to this tenant by the Issuers or the Guarantor as landlord or otherwise;
- (vii) French courts may in some circumstances grant time to the tenants in respect of their payment obligations under the leases or may reschedule the debt of the tenants (in both cases not in excess of two years);
- (viii) under Austrian law, the possibility exists to challenge each contract in its entirety, thus also a lease contract, due to the fact that the tenant might have been mistaken about important facts in the lease contract at the time of conclusion of the lease;
- (ix) a tenant may have the right to continue to occupy premises in case a lease agreement is concluded for a definite period of time, when such tenant is using the premises after the expiry of the term and the landlord fails to file within 30 days an application to the court for vacation of the premises; and
- (x) under French law, a tenant who owns a business (*fonds de commerce*) which has been legitimately carried out may acquire a protected leasehold right, subject to certain other conditions, and is entitled to the renewal of the lease (*droit au renouvellement*) upon its expiry or to compensation for eviction (*indemnité d'éviction*) should the landlord elect not to renew the lease. The compensation for eviction must compensate the tenant for any losses and costs incurred by it.

The exercise of any such rights may affect the ability of the Issuers and/or Guarantor to meet its obligations under the Notes issued under the Programme.

Force Majeure

Many jurisdictions where the Issuers or the Guarantor carry out their business recognise the right to terminate contracts (including leases) on the basis of impossibility of performance. For a party to be excused from performance on such grounds, there must occur a force majeure event; however, the test as to what constitutes a force majeure event may vary from jurisdiction to jurisdiction. Hence, the tenants under the leases may be released from the performance of their obligations under their respective leases when force majeure events make the performance of their obligations impossible.

Any such events may affect the ability of the Issuers and the Guarantor to meet their obligations under the Notes issued under the Programme.

- **Risks inherent in the Unibail-Rodamco Group's business activities**

Risks arising from trends in the property market

The Unibail-Rodamco Group is present in various sectors of the commercial property sector, specifically shopping centres, offices, convention-exhibitions and associated services. Apart from risk factors specific to each asset, the Unibail-Rodamco Group's activities are exposed to factors beyond its control and to specific systemic risks, such as the cyclical nature of the sector in which it operates. The Unibail-Rodamco Group's strategy and policies aim to hedge and curb the negative effects of these risks. However, sudden changes in the economic (including domestic consumption), financial, currency, regulatory, geopolitical, political, social, health and/or ecological environment may have a significant adverse effect on the Unibail-Rodamco Group, the value of its assets, its results, its distribution policy, its development plans and/or its investment/divestment activities.

A long-term deterioration in economic conditions with implications for the rental market may have a significant impact on the level of the Unibail-Rodamco Group's activities, its results, the value of its assets and its investment and development strategy.

The Unibail-Rodamco Group's assets (with the exception of certain development projects) are valued bi-annually, using the fair valuation method. The value of the Unibail-Rodamco Group's assets is sensitive to variation according to the valuers' principle assumptions (yield, rental value, occupancy rate) and is, therefore, susceptible to important variations that may impact the Unibail-Rodamco Group, its profile and/or its results.

Some of the Unibail-Rodamco Group's real estate assets depend on flagship stores to attract customers and could suffer a material adverse impact if one or more of these tenants were to terminate their respective leases or to fail to renew their lease, and/or to deal with a lack of attractiveness, and/or in the event of consolidation among these retail sector companies.

Risks arising from property asset construction and refurbishment projects and asset acquisition and disposal projects

The Unibail-Rodamco Group conducts construction and refurbishment activities in the office, shopping centre and convention-exhibition property segments, the principal risks of which are linked to: (i) securing the final requisite legal administrative authorisations (building permits, commercial licences, opening and/or operational licences, etc.); (ii) controlling construction costs (staying on time and on budget, managing fluctuations and technical constraints); and (iii) achieving a good letting rate for properties (letting of all surfaces at sufficient rent levels).

An asset acquisition or disposal project needs legal, financial, technical and commercial review. An acquisition may give rise to the materialisation of hidden liabilities and integration risks leading to values inferior to acquisition prices.

The Unibail-Rodamco Group may invest in higher risk profile cities in Europe in order to establish a dominant market position in key European cities. Higher risk profile involves emerging markets or areas which are politically less stable, have weaker economic prospects or have lower entry barriers for competition.

Tenant insolvency risks

The Unibail-Rodamco Group's ability to collect rents depends on the solvency of its tenants. Tenants' creditworthiness is taken into consideration by the Unibail-Rodamco Group before it enters into a specific lease. Nevertheless, it is possible that tenants may not pay rent on time or may default on payments, especially in the more difficult economic environments, and this could materially affect the Unibail-Rodamco Group's operating performance and/or its results. For information, 1% of unpaid rent represents €17 million.

Risks relating to the footfall in shopping centres

Any event, either accidental or not, likely to have a significant adverse effect on the footfall in Group's shopping centres, including but not limited to terrorist attacks or threats in this respect, could have correlatively a significant adverse effect on the financial position, the results or the outlook of the Group, as well as on the trading prices of securities traded on a regulated market issued by Unibail-Rodamco.

Risks related to Health and Safety

As a property owner or manager, Unibail-Rodamco has to comply with local environmental and health regulations in each country where it is active. Failure to comply with these local environmental and health regulations, or the need to comply with significant new regulations that may be introduced in these domains, could lead to higher expenses (Capex and/or Opex), the closing of a site, or hamper the development of the Group's activities and could potentially affect Unibail-Rodamco's results and its financial position or general liability. Moreover, each of Unibail-Rodamco's real estate assets is potentially exposed to damages caused by a fire, water leakage, construction defects or natural disasters (climate change, health or ecological crises...) that may have a significant adverse effect on the properties concerned and similarly on the Group, its results and its financial position.

A Health and Safety annual risk assessment was conducted in 2016 for all managed assets in all regions to mitigate health and safety risks. The risk assessment is performed by an independent Health & Safety inspector. This risk assessment provides a single and comprehensive source of information on the management of sanitary and environmental risks such as water, air, lead, asbestos and Legionnaires' disease. In addition, Unibail-Rodamco regularly arranges inspections of technical facilities that could have an impact on the environment and/or personal safety, such as fire-fighting equipment, ventilation and air conditioning systems, electric installations and elevators. This organisation is part of the group-wide policy on health and safety risk management. This policy consists of group-wide rules and guidelines and is complemented at the local level by additional procedures mandated by local regulations under the responsibility of each Regional Managing Director.

Terrorism risks

By their nature, and despite of the measures put in place by the Group on its own, and in close cooperation with public authorities in the country concerned, the property assets of the Group are potentially exposed to acts of terrorism which may have serious consequences on persons and property. The activity and the footfall of an asset which has been subject to an act of terrorism as well as all or some assets located in the country concerned, would suffer variable consequences depending on the gravity of the event for a relatively long period of time and could have a significant adverse effect on the Group, its results and its financial position.

Prompt measures have been implemented in 2015 to strengthen existing procedures and processes applied by local teams and reinforce the security of customers, employees, suppliers' employees and tenants' employees by:

- ✓ reinforcing strong relationships with police authorities;
- ✓ providing temporary additional staffing for securing access;
- ✓ implementing access guidelines for delivery areas and other nonpublic accesses;
- ✓ carrying out when relevant an external assessment of security efficiency (intrusion, video, alarms, areas of vulnerability);
- ✓ providing training to shopping centre management teams to identify and manage situations linked to terrorism; and
- ✓ further developing crisis management principles and best practices.

Risks related to information systems breakdown and cybercriminality

The Unibail-Rodamco Group relies on communication and information systems to conduct its business. Any failure, interruption or breach in security of these systems could result in failures or interruptions to its business leading to important costs related to information retrieval and verification and to a potential loss of business.

The information systems may also face attacks against computer hardware or software leading to the misappropriation of confidential data, extortion of funds or the temporary interruption of Group activities (denial of service). Consequences could be, among others, financial (abortion of a transaction, penalties, etc.), reputational (disclosure of operational or non-public financial data) and/or legal (responsibility towards individuals or corporate entities about which the Unibail-Rodamco Group holds confidential and/or personal information).

A failure, interruption or security breach of its information systems could have a material adverse effect on its business, results of operations and financial condition.

The Unibail-Rodamco Group's IT risk management approach is largely based on (i) security policy, (ii) change management policy and (iii) business recovery management.

Risks linked to succession plans and key managers

The departure of a top management team member could have a material adverse impact upon the business, financial situation and/or results of the Unibail-Rodamco Group. To control this risk, the Unibail-Rodamco Group policy is, when possible, to set up a meaningful and attractive remuneration policy as well as a succession plan to the most relevant levels (Supervisory Board, Management Board, Group Management Team).

Risk associated with the production of financial and accounting data

Unreliable forecasts and/or accounting mistakes might have a material impact on financial accounts which may lead to profit warning. Managing assets for third parties, the Group might also be liable for material financial impacts in case of errors. Such errors might result in material financial indemnities and loss of reputation.

Risks of fraud

The Group can be exposed to fraudulent attempt (identity theft for example) or embezzlement in the course of its business which might have a major impact on finance and reputation.

- **Risks related to the volatility in the price of Unibail-Rodamco Group securities**

Stock markets may experience major fluctuations which may or may not be related to the results of the companies whose shares are traded on regulated markets. The price of the Issuers' securities (including shares, ORA, i.e. bonds redeemable into Unibail-Rodamco shares, and ORNANE, i.e. bonds convertible into either cash or existing Unibail-Rodamco shares) could be volatile and could be affected by events affecting the Unibail-Rodamco Group, its competitors or the financial markets in general.

For instance, the price of the Unibail-Rodamco Group's securities as well as the securities issued by the Unibail-Rodamco Group and/or financial derivatives could fluctuate significantly in response to various factors and events, which could include: changes in the liquidity of the market for the Issuers' shares; changes in the expectations of volatility of shares; variations in the Unibail-Rodamco Group's financial results or its competitors from one accounting period to another; differences between the Unibail-Rodamco Group's financial or operating results and those expected by investors and/or analysts; changes in analysts' recommendations or forecasts; changes in general market conditions or in the economic environment; market fluctuations; the promulgation of new laws or regulations; or changes in the interpretation of existing laws and regulations relating to the Unibail-Rodamco Group's business.

- **Legal, regulatory, tax, environmental and insurance-related risks**

Legal and regulatory risks

The Unibail-Rodamco Group has to comply with a wide variety of laws and regulations, including but not limited to: securities law and general regulations of the competition authorities, urban planning regulations, construction and operating permits and licences, health and safety regulations (particularly for assets that are open to the public), environmental regulations, lease laws, labour regulations and corporate and tax laws, in particular, in the case of Unibail-Rodamco, the provisions of the SIIC (*Sociétés d'Investissements Immobiliers Cotées*) regime and foreign equivalents. Changes in the regulatory framework and/or the loss of benefits associated with a status or an authorisation could require the Unibail-Rodamco Group to adapt and/or reduce its business activities, its assets or its strategy (including geographical presence), possibly leading to a material significant impact in the value of its property portfolio and/or its results, an increase in its expenses and/or a slowing or even halting of the development of certain investment or letting activities.

In the normal course of its business activities, the Unibail-Rodamco Group could be involved in legal proceedings (for instance regarding contractual responsibility, employers' liabilities, penal issues) and is subject to tax and administrative audits. Associated risks, in addition to financial risk, include reputational damage associated with the Unibail-Rodamco Group's image, ethics and way of doing business. To the best of the Issuers' knowledge, at the filing date of this Base Prospectus, none of the Issuers are involved in, or party to any government, judicial or arbitration proceeding (including all proceedings which the Company is aware of and which are either pending or threatened) which could have or have had during the last twelve months a material adverse effect on the results, the profitability or financial situation of the Issuers and/or the Unibail-Rodamco Group and are not reflected in its financial statements.

Tax risks linked to special tax regimes

General

The Unibail-Rodamco Group is subject to tax in the countries in which it operates. In some countries, a special tax regime for real estate investors exists, leading to a lower tax burden at the level of the Unibail-Rodamco Group, the basic principle being that a real estate company distributes most of its income, which subsequently is taxable at the level of the shareholders. If and to the extent the Unibail-Rodamco Group opts to make use of such system, it will be obliged to meet the conditions that are linked to the respective system.

France

In France, Unibail-Rodamco is subject to the SIIC tax regime provided for under Article 208 C of the French *Code Général des Impôts* and as such, is exempt from corporate income tax on certain real estate-related income or gain if it complies with several requirements. Opting for the SIIC tax regime involves notably the undertaking of the Company to its shareholders to pay dividends of 95% of earnings derived from the leasing of its real estate assets, 60% of capital gains from disposals and 100% of dividends received from SIIC-status subsidiaries. Furthermore, if one or more of Unibail-Rodamco's shareholders, acting separately or together, reaches the 60 per cent ownership threshold for voting rights, this would cause Unibail-Rodamco to lose its SIIC status. If Unibail-Rodamco does not respect the required conditions, it would become liable for standard corporate income tax on all of its income or gain which would have a significant adverse effect on its business activities and its results.

In addition to the above, Unibail-Rodamco could be faced with an additional 20 per cent tax charge on any distribution paid out of the SIIC result to a tax-exempt shareholder (excluding individuals) owning, directly or indirectly, 10 per cent or more of Unibail-Rodamco's share capital, in the event that the Company is unable to off-set this tax charge to such shareholders. For more details, refer to pages 333-334 of the Unibail-Rodamco 2016 Annual and Sustainable Development Report.

The Netherlands

As reported in its press release dated 11 December 2009, the Issuers expect that the Dutch tax authorities will deny the status of FBI (*Fiscale Beleggings Instelling*) in The Netherlands for the Unibail-Rodamco Group's Dutch activities for 2010 onwards. Unibail-Rodamco still qualifies as a SIIC under the French SIIC regime. Differences between the French SIIC and the Dutch FBI regime, although materially insignificant in the Unibail-Rodamco Group's case, proved to be irreconcilable for the Dutch tax authorities.

Although the Issuers do not agree with the viewpoint of the Dutch tax authorities, it continues to apply a prudent view in its 2014 accounts, based on the assumption that the Dutch activities from 2010 onwards will be taxable. In light of the significant Dutch tax loss carried forward, identified by the Unibail-Rodamco Group's fiscal advisers in The Netherlands, this assumption should have no material impact on the financial position of the Unibail-Rodamco Group.

Spain

In Spain, the Unibail-Rodamco Group was able to enter the SOCIMI (*sociedades cotizadas de inversion en el mercado inmobiliario*) tax regime for most of its Spanish real estate assets in 2013. If the Unibail-Rodamco Group does not respect the required conditions, it would become liable for standard corporate income tax which would have a significant adverse effect on its business activities and its results.

Furthermore, if one or more of Unibail-Rodamco's shareholders would have a participation that equals 5 per cent or more and at the same time pay less than 10 per cent tax on its dividends received from Unibail-Rodamco, the Unibail-Rodamco Group could be faced with an additional 19 per cent tax charge on distributions paid out of the SOCIMI result.

Future changes

In all countries it operates in, the Unibail-Rodamco Group remains exposed to changes in tax rules that are currently in force, which can have a significant adverse effect on the Group, its results and its financial position.

Environmental risks

As property owners, or managers, the Issuers have to comply with local environmental and health regulations in each of the countries in which they are active. Failure to comply with these local environmental and health regulations, or the need to comply with significant new regulations that may be introduced in these domains, could lead to higher expenses or hamper the development of the Unibail-Rodamco Group's activities and could potentially affect the Unibail-Rodamco Group's results or general liability.

Moreover, each of the Unibail-Rodamco Group's real estate assets is potentially vulnerable to natural disasters (climate change, health or ecological crises, etc.) that may have a significant adverse effect on the affected properties, and similarly on the Group, its results and its financial position. Each year Unibail-Rodamco includes a chapter on Sustainability in its Annual and Sustainable Development Report. This report, also available on its website, deals with environmental group policy, targets and achievements. A specific section is dedicated to the Unibail-Rodamco Group policy for Health and Safety risk management on its assets.

The Unibail-Rodamco Group has been included in the Dow Jones Sustainability Index World since 2008 and the Dow Jones Sustainability Index Europe since 2012. No guarantee can be given regarding Unibail-Rodamco's inclusion in these indices going forward.

Insurance-related risks

Insurers could face economic difficulties resulting in them being unable to honour claims pursuant to the Unibail-Rodamco Group's insurance policies.

The Unibail-Rodamco Group depends on the insurances markets and their financial capacities to cover its risks. It could therefore experience insurance shortfalls or find it impossible to cover all or part of certain risks.

Some of the Unibail-Rodamco Group's potential losses may not be covered, or may be partially covered. In such instances, the Unibail-Rodamco Group could lose all or a portion of the capital invested in an asset, as well as the expected rents from the asset.

The Unibail-Rodamco Group may be exposed to a situation where the value (reconstruction cost) of one or more of its assets is wrongly assessed by its external property insurance valuers, which could impact the indemnification of the losses.

In case of a total or partial reconstruction of an asset after a loss, the execution of new leases during a less favourable market cycle than that in which the terminated leases were concluded, could lead to a decrease in the value of the asset.

In respect of assets which are managed by third parties, the Unibail-Rodamco Group may face a situation where insurance policies taken out by these external management companies, are no longer in force or provide an insufficient coverage in case of loss.

- **Risks associated with the Unibail-Rodamco Group's financing policy and financial activities**

Market risks

The Unibail-Rodamco Group, through its activities, is exposed to market risks which can generate losses as a result of fluctuations in interest rates and/or currency exchange rates.

The Unibail-Rodamco Group is exposed to interest-rate risks on the loans it has taken out to finance its investments. An increase or decrease in interest rates could have a significant adverse effect on the Issuers' results. Part of the Unibail-Rodamco Group's exposure to variable rates is hedged through derivatives, but these hedges could be insufficient to cover these risks. Moreover, changes in interest rates could have a significant adverse effect on the Unibail-Rodamco Group's result by affecting the valuation of contracted derivatives of the Unibail-Rodamco Group.

The Unibail-Rodamco Group is exposed to foreign exchange risks because it operates in countries outside the Euro-zone. The value of assets, rents and revenues received in these countries, as well as the value of operational and financial expenses, when translated into Euros, may be affected by fluctuations in exchange rates. Additionally, changes in the interest rates of countries outside the euro zone may also impact the results and/or the statement of financial position of the Unibail-Rodamco Group.

The use of financing instruments on international markets exposes the Unibail-Rodamco Group to extraterritorial regulations that may have a significant adverse effect on the Unibail-Rodamco Group, its results and its financial position.

Foreign exchange risk is managed at a corporate level by the Treasury department which monitors the foreign exchange risk on a regular basis. To hedge part of this risk, the Unibail-Rodamco Group uses derivatives and debt in foreign currency. Such instruments may not hedge perfectly the underlying assets or activities and, as a result, changes in the currency exchange and/or interest rates may have an impact on the cash flows, the results and/or the statement of financial position of the Unibail-Rodamco Group.

In addition, committees with several members of the Management Board are held several times a year to decide the appropriate hedging strategy which is then implemented by the Treasury department. Procedures do not allow for speculative positions to be put in place. Hedging practices and the net interest rate and currency positions are described in the paragraph "Market Risk Management" of the Financial Resources in the Business Review section in the Unibail-Rodamco 2016 Financial report.

Liquidity risks

The Unibail-Rodamco Group's strategy depends on its ability to raise financial resources, either in the form of debt (mainly bank loans, bonds, credit lines and commercial paper) or equity capital, so that it can finance its general operating requirements and its investments. It is possible (for example in the event of disruption in the bond or equity markets, a reduction in the lending capacities of banks, changes affecting the property market or investor appetite for property companies, a downgrade in one of the Issuers' credit rating or a change in business activities, financial situation or the Unibail-Rodamco Group's ownership structure) that the Unibail-Rodamco Group could – at any given point in time – encounter difficulties in raising funds and, as a result, lack the access to liquidity that it needs. These events could also affect the cost of its financing and lead to an increase of the financial expenses of the Unibail-Rodamco Group or result in the Issuers or the Guarantor being unable to satisfy their obligations in relation to the Notes. As a consequence, all or part of the capital invested by the Noteholder may be lost. In this context, Unibail-Rodamco has put in place undrawn back-up facilities for an amount mentioned in the paragraph "Funds raised" of the Financial Resources in the Business Review section in the Unibail-Rodamco 2016 Financial report. Additionally, some of the Unibail-Rodamco Group's financing contracts are subject to financial covenants and the occurrence of material adverse changes. More details on the Unibail-Rodamco Group's covenants and ratio levels can be found in the paragraph "Financial structure" of the Financial Resources in the Business Review section in the Unibail-Rodamco 2016 Financial report.

Counterparty risks

A large number of major international financial institutions are counterparties to interest rate derivatives and/or foreign exchange contracts and deposits contracted by the Unibail-Rodamco Group. In the case of default by a counterparty, the Unibail-Rodamco Group could lose all or part of its deposits or may lose the benefit from hedges signed with such counterparties. This could then result in an increase in interest rate and/or currency exposures and have a significant adverse effect on the Group, its results and its financial position. The Unibail-Rodamco Group's policy to manage counterparty risks in relation to derivative products is described in the paragraph "Market Risk Management" of the Financial Resources in the Business Review section in the Unibail-Rodamco 2016 Financial report.

- **Risks related to the Unibail-Rodamco Group's geographic presence**

Although the Unibail-Rodamco Group's operations are currently concentrated in Continental Europe, part of the business is or may be conducted in markets where the Unibail-Rodamco Group may be exposed to social, political, legal, tax and/or economic instability, among other risks.

In relation to the risks related to the Unibail-Rodamco Group's geographic presence, the Unibail-Rodamco Group operates in some countries that have not joined the Euro zone. Depreciation in the local currencies of such countries could have a significant adverse effect on the Unibail-Rodamco Group's cash flows in Euros: (i) when rents collected in local currency are converted into euros and where the Unibail-Rodamco Group's hedging policy is not sufficient; or (ii) when rents are collected in euros and this affects the tenants' ability to pay.

Depreciation in the currencies of countries outside or potentially leaving the Euro zone may also reduce the value of the Unibail-Rodamco Group's portfolio, despite the implementation of hedging policies.

- **Expropriation and compulsory acquisition of properties**

The Unibail-Rodamco Group may also be exposed to the "expropriation" proceeding. In such case the expropriated owner may receive a compensation which may be below the actual value of the assets. Therefore, it could affect the financial situation of the Unibail-Rodamco Group.

- **Risks associated with possible conflicts of interest**

Risks of conflicts of interest with companies where Unibail-Rodamco is the majority shareholder

Unibail-Rodamco is the majority shareholder through fully-owned subsidiaries in several companies which have one or more minority shareholders (see pages 222 to 228 of the Unibail-Rodamco 2016 Financial Report). In certain circumstances, these situations are likely to lead to potential conflicts of interest and/or generate potential claims from the minority shareholders of those subsidiaries despite the existing rules preventing such situations and managing conflicts of interest.

Risk Factors relating to the Notes

The trading market for debt securities may be volatile and may be adversely impacted by many events.

The market for debt securities issued by issuers is influenced by economic and market conditions and, to varying degrees, market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries. There can be no assurance that events in France, Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of the Notes or that economic and market conditions will not have any other adverse effect.

An active trading market for the Notes may not develop.

There can be no assurance that an active trading market for the Notes will develop, or, if one does develop, that it will be maintained. If an active trading market for the Notes does not develop or is not maintained, the market or trading price and liquidity of the Notes may be adversely affected. The relevant Issuer may issue further notes, as described in Condition 12 ("Terms and Conditions of the English Law Notes – Further Issues and Consolidation") or Condition 12 ("Terms and Conditions of the French Law Notes – Further Issues and Consolidation"), as applicable. Such transactions may favourably or adversely affect the price development of the Notes. If additional and competing products are introduced in the markets, this may adversely affect the value of the Notes.

The Issuer of English Law Notes may be substituted by the Issuer at its discretion

Any Issuer of English Law Notes under the Programme, or any previous substituted company, may at any time, at its discretion, substitute for itself as principal debtor thereunder either Unibail-Rodamco or any other Subsidiary of Unibail-Rodamco (the "**Substitute**") pursuant to Condition 10(c) of the English Law Notes. Such Condition provides for certain conditions to be met before substitution can take place, including, but not limited to, the continuing applicability of the Unibail-Rodamco guarantee (where Unibail-Rodamco is not the Substitute), a tax indemnity in the event that a Noteholder suffers a loss a result of the Substitute being incorporated in a different jurisdiction to that of the original Issuer and the provision of legal opinions addressed to the holders of such Notes confirming that the substitution and the documentation entered into in relation thereto is valid, legally binding and enforceable. While the ultimate credit risk under such Notes will remain with Unibail-Rodamco either as Guarantor or Substitute, no assurances can be given as to the identity or creditworthiness of any other Subsidiary of Unibail-Rodamco as Substitute and neither the relevant Issuer nor Unibail-Rodamco will be required to have regard to any interests arising from the circumstances particular to any holder of such Notes and related Receipts and/or Coupons with regard to or arising from any such substitution.

The Notes may be redeemed prior to maturity.

In the event that the relevant Issuer or, in the case of Guaranteed Notes, the Guarantor would be obliged to increase the amounts payable in respect of any Notes or, as the case may be, under the Guarantee, due to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the jurisdiction of such Issuer or, as the case may be, of the Guarantor or a political subdivision thereof or any authority therein or thereof having power to tax, such Issuer may redeem all outstanding Notes in accordance with the Conditions.

Any early redemption at the option of the Issuer, if provided for in any Final Terms for a particular issue of Notes, could cause the yield anticipated by Noteholders to be considerably less than anticipated.

The Final Terms for a particular issue of Notes may provide for early redemption at the option of the Issuer. Such right of termination is often provided for bonds or notes in periods of high interest rates. If the market

interest rates decrease, the risk to Noteholders that the relevant 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. In addition, investors that choose to reinvest moneys they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Notes.

Exercise of put option in respect of certain Notes may affect the liquidity of the Notes in respect of which such put option is not exercised.

Depending on the number of Notes in respect of which the put option provided in the terms and conditions of the Notes is exercised, any trading market in respect of those Notes in respect of which such put option is not exercised may become illiquid.

Purchases by the Issuer in the open market or otherwise (including by tender offer) in respect of certain Notes may affect the liquidity of the Notes which have not been so purchased.

Depending on the number of Notes purchased by the Issuer as provided in the terms and conditions of the Notes, any trading market in respect of those Notes that have not been so purchased may become illiquid.

Change in value of Fixed Rate Notes.

Investors in Fixed Rate Notes are exposed to the risk that changes in interest rates in the capital markets may adversely affect the value of the Notes. Generally, prices of fixed interest rate bonds tend to fall when market interest rates rise.

Investors will not be able to calculate in advance their rate of return on Floating Rate Notes.

A key difference between Floating Rate Notes and Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate 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 the 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.

Fixed to Floating Rate Notes.

Fixed to floating rate Notes may bear interest at a rate 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 from a fixed rate to a floating rate, the spread on the fixed to 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 from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Zero Coupon Notes are subject to higher price fluctuations than non-discounted bonds.

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

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. In addition, a rating downgrade may lead to an increase in the cost of financing for the Issuers and may therefore lead to difficulties for the Issuers to meet their obligations.

Exchange rate risks and exchange controls.

The relevant Issuer will pay principal and interest on the Notes and, where applicable, the Guarantor will pay amounts due under the guarantee in the Specified Currency. 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. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency 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 would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency-equivalent value of the principal payable on the Notes and (iii) 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.

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 transferred or other jurisdictions. Payments of interest on the Notes, or profits realised by the Noteholder upon the sale or redemption of the Notes, may be subject to taxation in its home jurisdiction or in other jurisdictions in which it is required to pay taxes. 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 summary included in this Base Prospectus and/or in the Final Terms 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 advisers 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 included in this Base Prospectus and the additional tax sections, if any, contained in the relevant Final Terms.

The proposed financial transaction tax.

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common financial transactions tax (the "**FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**Participating Member States**"). Estonia has since then officially announced its withdrawal from the negotiations.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes in certain circumstances, save for the issuance and subscription of Notes which should, however, be exempt.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The Commission's Proposal remains subject to negotiation between the Participating Member States and its scope is uncertain. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional Member States of the European Union may decide to participate and/or other Participating Member States may decide to withdraw.

If the FTT or any similar tax were adopted, transactions in the Notes would be subject to higher costs, and the liquidity of the market for the Notes on the secondary market may be diminished.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

Holdings of less than the minimum specified denomination may be affected if the Notes are traded in denominations that are not integral multiples of the Specified Denomination.

To the extent permitted by the applicable law(s) and in relation to any issue of English Law Notes which have a denomination consisting of a minimum Specified Denomination plus a higher integral multiple of another smaller amount, it is possible that the English Law Notes may be traded in amounts in excess of the Specified Denomination (or its equivalent) that are not integral multiples of the Specified Denomination (or its equivalent). In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination will 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 it holds an amount equal to one or more Specified Denominations.

Meetings of Noteholders.

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. Holders of French Law Notes will, in respect of all Tranches comprised in a Series, be grouped automatically for the defence of the common interests in a *masse*. The name and address of the representatives of the *masse* will be specified in the applicable Final Terms. These provisions permit defined majorities to bind all Noteholders and where applicable any related Receiptholders and Couponholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority. Receiptholders and Couponholders, where applicable, as well as Noteholders, will be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with Condition 13 (*Notices*) of the English Law Conditions and Condition 13 (*Notices*) of the French Law Conditions.

French Insolvency Law.

Under French insolvency law, holders of debt securities are automatically grouped into a single assembly of holders (the "**Assembly**") in case of the opening in the Republic of France of a safeguard procedure (*procédure de sauvegarde*) or, if initiated by Unibail-Rodamco, an accelerated safeguard procedure (*procédure de sauvegarde accélérée*), an accelerated financial safeguard procedure (*procédure de sauvegarde financière accélérée*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) of Unibail-Rodamco, in order to defend their common interests.

The Assembly comprises holders of all debt securities issued by Unibail-Rodamco (including the Notes), whether or not under a debt issuance programme (such as a Euro Medium Term Notes programme) and regardless of their governing law.

The Assembly deliberates on the draft safeguard plan (*projet de plan de sauvegarde* or *projet de plan de sauvegarde financière accélérée* or *procédure de sauvegarde accélérée*) or draft judicial reorganisation plan (*projet de plan de redressement*) applicable to Unibail-Rodamco and may further agree to:

- increase the liabilities (*charges*) of holders of debt securities (including the Noteholders) by rescheduling and/or writing-off debts;
- establish an unequal treatment between holders of debt securities (including the Noteholders) as appropriate under the circumstances; and/or
- decide to convert debt securities (including the Notes) into shares.

Decisions of the Assembly will be taken by a two-third majority (calculated as a proportion of the debt securities held by the holders attending such Assembly or represented thereat). No quorum is required on convocation of the Assembly.

For the avoidance of doubt, the provisions relating to the representation of the Noteholders described, in respect of French Law Notes, in the French Law Conditions and, in respect of English Law Notes in the English Law Conditions of the Notes set out in this Base Prospectus and, if applicable, the applicable Final Terms, will not be applicable to the extent they conflict with compulsory insolvency law provisions that apply in these circumstances.

The procedures, as described above or as they will or may be amended, could have an adverse impact on holders of the Notes seeking repayment in the event that Unibail-Rodamco were to become insolvent.

Change of law

The Conditions of the Notes are based on English law or French law, as applicable, as in effect as of the date of the Prospectus. No assurance can be given as to the impact of any possible judicial decision or change in English law or French law, as applicable, or the official application or interpretation of English law or French law, as applicable, after the date of this Prospectus.

Conflicts of interest – Calculation Agent:

Potential conflicts of interest may exist between the Calculation Agent (if any) and Noteholders (including where a Dealer acts as a calculation agent), including with respect to certain determinations and judgements that such Calculation Agent may make pursuant to the Conditions that may influence amounts receivable by the Noteholders during the term of the Notes and upon their redemption.

Risks related to Notes denominated in the Chinese Yuan Renminbi (“RMB”)

Renminbi is not freely convertible and there are significant restrictions on the remittance of RMB into and out of the PRC which may adversely affect the liquidity of RMB Notes

RMB is not freely convertible at present. The government of the PRC (the "**PRC Government**") continues to regulate conversion between RMB and foreign currencies, including the Hong Kong dollar.

Also, since 1 October 2016, the RMB has been included in the Special Drawing Rights basket created by the International Monetary Fund.

Notwithstanding these developments there is no assurance that the PRC Government will continue to gradually liberalise control over cross-border remittance of RMB in the future, that the schemes for RMB cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of RMB into or out of the PRC. In the event that funds cannot be repatriated out of the PRC in RMB, this may affect the overall availability of RMB outside the PRC and the ability of the Issuer to source RMB to finance its obligations under Notes denominated in RMB.

There is only limited availability of RMB outside the PRC, which may affect the liquidity of the RMB Notes and the Issuer's ability to source RMB outside the PRC to service RMB Notes

As a result of the restrictions by the PRC Government on cross-border RMB fund flows, the availability of RMB outside the PRC is limited. While the People's Bank of China ("**PBoC**") has entered into agreements on the clearing of RMB business with financial institutions in a number of financial centres and cities (the "**RMB Clearing Banks**"), including but not limited to Hong Kong and are in the process of establishing RMB clearing and settlement mechanisms in several other jurisdictions (the "**Settlement Arrangements**"), the current size of RMB denominated financial assets outside the PRC is limited.

There are restrictions imposed by PBoC on RMB business participating banks in respect of cross-border RMB settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, RMB business participating banks do not have direct RMB liquidity support from PBoC. The RMB Clearing Banks only have access to onshore liquidity support from PBoC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source RMB from outside the PRC to square such open positions.

Although it is expected that the offshore RMB market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Arrangements will not be terminated or amended in the future which will have the effect of restricting availability of RMB outside the PRC. The limited availability of RMB outside the PRC may affect the liquidity of the RMB Notes. To the extent the Issuer is required to source RMB in the offshore market to service its RMB Notes, there is no assurance that the Issuer will be able to source such RMB on satisfactory terms, if at all.

Investment in the RMB Notes is subject to currency risk.

Except in limited circumstances, all payments of RMB under Notes denominated in RMB to an investor will be made solely by transfer to a RMB bank account maintained in Hong Kong or a financial centre in which a RMB Clearing Bank clears and settles RMB in accordance with the prevailing rules and regulations and in accordance with the RMB Notes. The Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC). RMB is not freely convertible at present, and despite a movement towards liberalisation of cross-border RMB remittances, notably in the current account activity, there is no assurance that the PRC government will continue such movement in the future or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of RMB into or outside the PRC.

Holders of RMB Notes may be required to provide certifications and other information (including RMB account information) in order to allow such Holder to receive payments in RMB in accordance with the RMB clearing and settlement system for participating banks in Hong Kong, Singapore and Taiwan.

In addition, there can be no assurance that access to RMB for the purposes of making payments under such Notes or generally may remain or will not become restricted. If it becomes impossible to convert RMB from/to another freely convertible currency, or transfer RMB between accounts in Hong Kong or a financial centre in which a RMB Clearing Bank clears and settles RMB, or the general RMB exchange market outside the PRC becomes illiquid, any payment of RMB under the Notes may be delayed or the Issuer may make such payments in another currency selected by the Issuer using an exchange rate determined by the Calculation Agent, or the Issuer may redeem the Notes by making payment in another currency. For persons holding RMB Notes through Euroclear France, Euroclear or Clearstream, payments will also be made subject to the procedures of Euroclear France, Euroclear or Clearstream, as applicable.

If the Issuer is not able, or it is impracticable for it, to satisfy its obligation to pay interest and principal on the RMB Notes as a result of Inconvertibility, Non-transferability or Illiquidity (each, as defined in the Conditions), the Issuer shall be entitled, on giving not less than five or more than 30 calendar days' irrevocable notice to the investors prior to the due date for payment, to settle any such payment in U.S. Dollars on the due date at the U.S. Dollar Equivalent (as defined in the Conditions) of any such interest or principal, as the case may be.

Investment in the RMB Notes is subject to exchange rate risk.

The value of RMB against other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. Recently, the PBoC implemented changes to the way it calculates the RMB's daily mid-point against the U.S. dollar to take into account market-maker quotes before announcing such daily mid-point. This change, and others that may be implemented, may increase the volatility in the value of the RMB against foreign currencies. All payments of interest and principal will be made in RMB with respect to RMB Notes unless otherwise specified. As a result, the value of these RMB payments may vary with the changes in the prevailing exchange rates in the marketplace. If the value of RMB depreciates against another foreign currency, the value of the investment made by a holder of the RMB Notes in that foreign currency will decline.

Investment in the RMB Notes is subject to interest rate risk.

The PRC Government has gradually liberalised its regulation of interest rates in recent years. Further liberalisation may increase interest rate volatility. In addition, the interest rate for RMB in markets outside the PRC may significantly deviate from the interest rate for RMB in the PRC as a result of foreign exchange controls imposed by PRC law and regulations and prevailing market conditions.

As RMB Notes may carry a fixed interest rate, the trading price of the RMB Notes will consequently vary with the fluctuations in the RMB interest rates. If holders of the RMB Notes propose to sell their RMB Notes before their maturity, they may receive an offer lower than the amount they have invested.

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 at the date hereof. These forward looking statements do not constitute profic forecasts or estimates under Regulation (EC) 809/2004, as amended.

RETAIL CASCADES

In the context of Notes issued by Unibail-Rodamco only, if any offer of Notes is made in the Republic of France and/or any other jurisdiction of the European Union in which this Base Prospectus has been passported from time to time (the “**Public Offer Jurisdictions**”) that is not within an exemption from the requirement to publish a prospectus under the Prospectus Directive, as amended (a “**Public Offer**”), Unibail-Rodamco consents to the use of the Base Prospectus and the relevant Final Terms (together, the “**Prospectus**”) in connection with a Public Offer of any Notes during the offer period specified in the relevant Final Terms (the “**Offer Period**”) and in the Public Offer Jurisdiction(s) specified in the relevant Final Terms by:

- (1) subject to conditions set out in the relevant Final Terms, any financial intermediary designated in such Final Terms; or
- (2) if so specified in the relevant Final Terms, 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) ensures that any fee (and any commissions, rebates, or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Notes does not violate the Rules and is fully and clearly disclosed to investors or potential investors; (d) 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; (e) retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, and to the extent permitted by the Rules, make such records available to the relevant Dealer(s) and Unibail-Rodamco 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, anti-corruption and “know your client” rules applying to the Issuer and/or the relevant Dealer(s); (f) 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 (g) satisfies any further conditions specified in the relevant Final Terms (in each case an “**Authorised Offeror**”). For the avoidance of doubt, none of the Dealers or Unibail-Rodamco 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.

Unibail-Rodamco accepts responsibility, in the Public Offer Jurisdiction(s) specified in the Final Terms, for the content of the Base 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 Unibail-Rodamco 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.

The consent referred to above relates to Offer Periods (if any) ending no later than the date falling 12 months from the date of the approval of the Base Prospectus by the *Autorité des marchés financiers*.

In the event that the Final Terms designate financial intermediary(ies) to whom Unibail-Rodamco has given its consent to use the Prospectus during an Offer Period, Unibail-Rodamco may also give consent to additional Authorised Offerors after the date of the relevant Final Terms and, if it does so, it will publish any new information in relation to such Authorised Offerors who are unknown at the time of the approval of this Base Prospectus or the filing of the relevant Final Terms at <http://www.unibail-rodamco.fr>.

If the Final Terms specify that any financial intermediary may use the Prospectus during the Offer Period, any such Authorised Offeror is required, for the duration of the Offer Period, to publish on its website that it is using the Prospectus for the relevant Public Offer with the consent of Unibail-Rodamco and in accordance with the conditions attached thereto.

Other than as set out above, neither Unibail-Rodamco nor any of the Dealers has authorised the making of any Public 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 Unibail-Rodamco or by any of the Dealers or Authorised Offerors and none of Unibail-Rodamco or any of the Dealers or 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 allocations, settlement arrangements and expenses to be charged to the Investor (the “Terms and Conditions of the Public Offer”). Unibail-Rodamco 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 does not and any Final Terms will not contain such information. The Terms and Conditions of the Public Offer shall be provided to Investors by that Authorised Offeror at the time of the Public Offer. Neither Unibail-Rodamco nor any of the Dealers or other Authorised Offerors has any responsibility or liability for such information.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents which have been previously published or are published simultaneously with the Base Prospectus and that have been filed with the *Autorité des marchés financiers* (“AMF”) and are incorporated by reference in, and form part of, this Base Prospectus:

- (a) the English language version of the half year financial report of Unibail-Rodamco dated 24 July 2017 for the half yearly financial information 2017 (the “**Unibail-Rodamco Financial Report First Half 2017**”);
- (b) the English language version of the 2016 annual report of Unibail-Rodamco including the audited consolidated financial statements and related audit report for the financial year ended 31 December 2016 but excluding (i) the “Declaration by the person responsible for the Registration Document” and the paragraph headed “Documents available to the public” appearing on pages 367 and 371 and (ii) the concordance table appearing on the Contents page, the AMF visa and the reference to the free translation appearing on page 1, which, in each case, are not relevant to investors in the Notes (the “**Unibail-Rodamco 2016 Annual and Sustainable Development Report**”);
- (c) the English language version of the 2015 annual report of Unibail-Rodamco including the audited consolidated annual financial statements and related audit report for the financial year ended 31 December 2015 but excluding (i) the “Declaration by the person responsible for the Registration Document” and the paragraph headed “Documents available to the public” appearing on pages 319 and 320 and (ii) the concordance table appearing on pages 321 to 323, the section on documents included for reference purposes appearing on the Contents page, the AMF visa and the reference to the free translation appearing on page 1, which, in each case, are not relevant to investors in the Notes (the “**Unibail-Rodamco 2015 Annual and Sustainable Development Report**”);
- (d) the English language version of the 2016 audited annual financial information of Rodamco Europe Finance (including the amounts for comparative purposes in the statement of financial position, the statements of income, comprehensive income, changes in equity and cash flows and notes thereto for the year ended 31 December 2015) (the “**Rodamco Europe Finance 2016 Audited Annual Financial Information**”);
- (e) the English language version of the 2015 audited annual financial information of Rodamco Europe Finance (including the amounts for comparative purposes in the statement of financial position, the statements of income, comprehensive income, changes in equity and cash flows and notes thereto for the year ended 31 December 2014) (the “**Rodamco Europe Finance 2015 Audited Annual Financial Information**”);
- (f) the English language version of the 2016 audited consolidated annual financial statements of Rodamco Sverige (including the amounts for comparative purposes in the balance sheet, profit and loss account, the statement of changes in equity and the cash flow statement for the year ended 31 December 2015) (the “**Rodamco Sverige 2016 Audited Annual Financial Statements**”);
- (g) the English language version of the 2015 audited annual financial statements of Rodamco Sverige (including the amounts for comparative purposes in the balance sheet, profit and loss account, the statement of changes in equity and the cash flow statement for the year ended 31 December 2014) (the “**Rodamco Sverige 2015 Audited Annual Financial Statements**”);
- (h) the base prospectus dated 29 July 2016 which was approved by the *Commission de Surveillance du Secteur Financier* (“CSSF”) (including the terms and conditions of the Notes (the “**2016 EMTN Conditions**”)) (the “**2016 Base Prospectus**”);
- (i) the base prospectus dated 30 July 2015 which was approved by the CSSF (including the terms and conditions of the Notes (the “**2015 EMTN Conditions**”)) (the “**2015 Base Prospectus**”);

- (j) the base prospectus dated 1 August 2014 which was approved by the CSSF (including the terms and conditions of the Notes (the "**2014 EMTN Conditions**") (the "**2014 Base Prospectus**");
- (k) the base prospectus dated 24 June 2013 which was approved by the CSSF (including the terms and conditions of the Notes (the "**2013 EMTN Conditions**") (the "**2013 Base Prospectus**");
- (l) the base prospectus dated 20 June 2012 which was approved by the CSSF (including the terms and conditions of the Notes (the "**2012 EMTN Conditions**") (the "**2012 Base Prospectus**");
- (m) the base prospectus dated 20 June 2011 which was approved by the CSSF (including the terms and conditions of the Notes (the "**2011 EMTN Conditions**") (the "**2011 Base Prospectus**");
- (n) the base prospectus dated 1 September 2010 which was approved by the CSSF (including the terms and conditions of the Notes (the "**2010 EMTN Conditions**") (the "**2010 Base Prospectus**"); and
- (o) the base prospectus dated 26 August 2009, as amended by the base prospectus supplement dated 24 February 2010 which was approved by the CSSF (including the terms and conditions of the Notes (the "**2009 EMTN Conditions**" and together with the 2010 EMTN Conditions, the 2011 EMTN Conditions, the 2012 EMTN Conditions, the 2013 EMTN Conditions, the 2014 EMTN Conditions, the 2015 EMTN Conditions and the 2016 EMTN Conditions, the "**EMTN Previous Conditions**") (the "**2009 Base Prospectus**" and together with the 2010 Base Prospectus, the 2011 Base Prospectus, the 2012 Base Prospectus, the 2013 Base Prospectus, the 2014 Base Prospectus, the 2015 Base Prospectus and the 2016 Base Prospectus, the "**Previous Base Prospectuses**"),

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

Any reference to any of the documents set out in (b) and (c) shall be deemed to exclude the relevant excluded sections as set out in (b) and (c) above, respectively. Such excluded sections are not relevant for investors.

Copies of the Base Prospectus and the documents incorporated by reference in this Base Prospectus may be obtained from the relevant Issuer and Guarantor and each of the Paying Agents during normal business hours, so long as any of the relevant Notes are outstanding, at their addresses mentioned at the end of this Base Prospectus. The Base Prospectus is also available for viewing on the website of the AMF (www.amf-france.org). For the avoidance of a doubt, not listed in the cross reference table below but included in the documents incorporated by reference is considered as additional information and is not required by the schedules of Commission Regulation (EC) no 809/2004 of 29 April 2004, as amended.

The Previous Base Prospectuses and EMTN Previous Conditions are incorporated by reference in this Base Prospectus for the purposes only of further issues of English Law Notes by Unibail-Rodamco to be consolidated and form a single Series with English Law Notes already issued under the relevant EMTN Previous Conditions.

EMTN Previous Conditions	
2016 EMTN Conditions	Pages 53 to 83
2015 EMTN Conditions	Pages 52 to 78
2014 EMTN Conditions	Pages 51 to 82
2013 EMTN Conditions	Pages 51 to 83
2012 EMTN Conditions	Pages 35 to 63
2011 EMTN Conditions	Pages 38 to 66
2010 EMTN Conditions	Pages 37 to 64
2009 EMTN Conditions	Pages 33 to 61

CROSS REFERENCE TABLE IN RESPECT OF INFORMATION INCORPORATED BY REFERENCE

Regulation – Part of Annex IV in respect of Unibail-Rodamco	Reference
4. Risk Factors	Pages 350-361, Unibail-Rodamco 2016 Annual and Sustainable Development Report
6. Business Overview	
Business Review and 2017 Half Year Results	Pages 2-17, 19-20 Unibail-Rodamco Financial Report First Half 2017
2016 Business Review and 2016 Results	Pages 15-33, Unibail-Rodamco 2016 Annual and Sustainable Development Report
10. Administrative, Management, and Supervisory bodies	
Composition of Management Board and Supervisory Board	Pages 269-278, Unibail-Rodamco 2016 Annual and Sustainable Development Report
13. Financial Information Concerning The Issuer's Assets And Liabilities, Financial Position And Profits And Losses	
Consolidated Interim Statement of Comprehensive Income (ERPA Format)	Page 53, Unibail-Rodamco Financial Report First Half 2017
Consolidated Statement of Comprehensive Income	Pages 169-170, Unibail-Rodamco 2016 Annual and Sustainable Development Report Pages 155-156, Unibail-Rodamco 2015 Annual and Sustainable Development Report
Consolidated Interim Statement of Financial Position	Page 54, Unibail-Rodamco Financial Report First Half 2017
Consolidated Statement of Financial Position	Page 171, Unibail-Rodamco 2016 Annual and Sustainable Development Report Page 157, Unibail-Rodamco 2015 Annual and Sustainable Development Report
Consolidated Interim Statement of Cash Flows	Page 55, Unibail-Rodamco Financial Report First Half 2017
Consolidated Statement of Cash Flows	Page 172, Unibail-Rodamco 2016 Annual and Sustainable Development Report Page 158, Unibail-Rodamco 2015 Annual and Sustainable Development Report
Accounting Principles and Consolidation Methods	Page 57-58, Unibail-Rodamco Financial Report First Half 2017 Pages 175-177, Unibail-Rodamco 2016 Annual and Sustainable Development Report Pages 161-163, Unibail-Rodamco 2015 Annual and Sustainable Development Report

Notes to the Consolidated Interim Financial Statements	Pages 57-83, Unibail-Rodamco Financial Report First Half 2017
Notes to the annual consolidated financial statements for the financial year ended 31 December 2016	Pages 174-229, Unibail-Rodamco 2016 Annual and Sustainable Development Report
Notes to the annual consolidated financial statements for the financial year ended 31 December 2015	Pages 161-222, Unibail-Rodamco 2015 Annual and Sustainable Development Report
Statutory Auditors' Review Report on the 2017 First Half Yearly Financial Information	Page 84, Unibail-Rodamco Financial Report First Half 2017
Auditors' Report relating to the annual consolidated financial statements for the financial year ended 31 December 2016	Pages 230-231, Unibail-Rodamco 2016 Annual and Sustainable Development Report
Auditors' Report relating to the annual consolidated financial statements for the financial year ended 31 December 2015	Page 223, Unibail-Rodamco 2015 Annual and Sustainable Development Report

<i>Regulation – Part of Annex IX in respect of Rodamco Europe Finance B.V.</i>	<i>Reference</i>
11. Financial Information Concerning The Issuer's Assets And Liabilities, Financial Position And Profits And Losses	
Statement of Income	Page 4, Rodamco Europe Finance B.V. 2016 Audited Financial Information Page 4, Rodamco Europe Finance B.V. 2015 Audited Financial Information
Statement of Comprehensive Income	Page 5, Rodamco Europe Finance B.V. 2016 Audited Financial Information Page 5, Rodamco Europe Finance B.V. 2015 Audited Financial Information
Statement of Financial Position	Page 6, Rodamco Europe Finance B.V. 2016 Audited Financial Information Page 6, Rodamco Europe Finance B.V. 2015 Audited Financial Information
Statement of Changes in Equity	Page 7, Rodamco Europe Finance B.V. 2016 Audited Financial Information Page 7, Rodamco Europe Finance B.V. 2015 Audited Financial Information
Statement of Cash flows	Page 8, Rodamco Europe Finance B.V. 2016 Audited Financial Information Page 8, Rodamco Europe Finance B.V. 2015 Audited Financial Information
Notes to the financial information for the financial year ended 31 December 2016	Pages 9-24, Rodamco Europe Finance B.V. 2016 Audited Financial Information
Notes to the financial information for the financial year ended 31 December 2015	Pages 9-26, Rodamco Europe Finance B.V. 2015 Audited Financial Information
Accounting principles	Pages 9-15, Rodamco Europe Finance B.V. 2016 Audited Financial Information Pages 9-15, Rodamco Europe Finance B.V. 2015

	Audited Financial Information
Independent Auditors' Report relating to the audited annual financial information for the financial year ended 31 December 2016	Pages 26-28, Rodamco Europe Finance B.V. 2016 Audited Financial Information
Independent Auditors' Report relating to the audited annual financial information for the financial year ended 31 December 2015	Pages 28-29, Rodamco Europe Finance B.V. 2015 Audited Financial Information

Regulation – Part of Annex IX in respect of Rodamco Sverige	Reference
11. Financial Information Concerning The Issuer's Assets And Liabilities, Financial Position And Profits And Losses	
Consolidated statement of Comprehensive Income	Page 2, Rodamco Sverige 2016 Audited Annual Financial Statements Page 2, Rodamco Sverige 2015 Audited Annual Financial Statements
Consolidated statement of financial position	Page 3, Rodamco Sverige 2016 Audited Annual Financial Statements Page 3, Rodamco Sverige 2015 Audited Annual Financial Statements
Consolidated statement of cash flows	Page 4, Rodamco Sverige 2016 Audited Annual Financial Statements Page 4, Rodamco Sverige 2015 Audited Annual Financial Statements
Consolidated statement of changes in equity	Page 5, Rodamco Sverige 2016 Audited Annual Financial Statements Page 5, Rodamco Sverige 2015 Audited Annual Financial Statements
Notes to the consolidated financial statements for the financial year ended 31 December 2016	Page 6-40, Rodamco Sverige 2016 Audited Annual Financial Statements
Notes to the consolidated financial statements for the financial year ended 31 December 2015	Page 6-40, Rodamco Sverige 2015 Audited Annual Financial Statements
Accounting principles	Pages 6-13, Rodamco Sverige 2016 Audited Annual Financial Statements Pages 6-13, Rodamco Sverige 2015 Audited Annual Financial Statements
Auditors' Report on the annual accounts and consolidated accounts for the financial year ended 31 December 2016	Pages 42-43, Rodamco Sverige 2016 Audited Annual Financial Statements
Auditors' Report on the annual accounts and consolidated accounts for the financial year ended 31 December 2015	Pages 41, Rodamco Sverige 2015 Audited Annual Financial Statements

GENERAL DESCRIPTION OF THE PROGRAMME

Issuers	Unibail-Rodamco Rodamco Europe Finance Rodamco Sverige
Guarantor (where applicable)	Unibail-Rodamco
Description	<p>Guaranteed Euro Medium Term Note Programme for the issue of Notes to be governed by either English law or French law.</p> <p>Notes issued by Rodamco Europe Finance and Rodamco Sverige on or after the date of this Base Prospectus will be governed by English law (the “English Law Notes”). Notes issued by Unibail-Rodamco on or after the date of this Base Prospectus will be governed by French law (the “French Law Notes”). For the avoidance of doubt, Unibail-Rodamco may continue to issue Notes under the Programme which will be governed by English law in the case of Tranches (as defined below) of English-law governed Notes which are to be consolidated with and form part of, the same Series (as defined below) of Notes issued under the Programme prior to the date of this Base Prospectus.</p>
Size	<p>The Issuers may, subject to compliance with all relevant laws, regulations and directives, from time to time issue Notes denominated in any currency. The aggregate principal amount of Notes outstanding will not at any time exceed Euro 15,000,000,000 (or its equivalent in other currencies), subject to any duly authorised increase.</p>
Arranger	Bank of America Merrill Lynch International Limited, Paris Branch
Dealers	<p>Barclays Bank PLC, BNP Paribas, Crédit Agricole Corporate and Investment Bank, HSBC Bank plc, ING Bank N.V., J.P. Morgan Securities plc, Merrill Lynch International, Morgan Stanley & Co. International plc, Société Générale, Svenska Handelsbanken AB (publ) and The Royal Bank of Scotland plc (trading as NatWest Markets).</p> <p>The Issuers and the Guarantor may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to “Permanent Dealers” are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to “Dealers” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.</p>
Fiscal Agent and Principal Paying Agent	BNP Paribas Securities Services, Luxembourg Branch in relation to the English Law Notes and BNP Paribas Securities Services, Paris in relation to the French Law Notes
Paying Agent	BNP Paribas Securities Services
Method of Issue	<p>The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “Series”) having one or more issue dates and on terms otherwise identical (or identical</p>

other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a “**Tranche**”) on the same or different issue dates. The specific terms of each Tranche (which will be completed with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the Final Terms.

Redenomination

Notes issued in the currency of any Member State of the European Union which participates in the third stage of European Economic and Monetary Union may be redenominated into euro, all as more fully provided in the relevant Final Terms, pursuant to the “Terms and Conditions of the Notes – Form, Denomination, Title and Redenomination”.

Issue Price

Notes may be issued at their nominal amount or at a discount or premium to their nominal amount as set out in the relevant Final Terms.

Form of Notes

English Law Notes

English Law Notes may be issued by Rodamco Europe Finance or Rodamco Sverige, or by Unibail-Rodamco in relation to any issuances of notes to be consolidated and form a single series with notes issued previously by Unibail-Rodamco under the EMTN Previous Conditions and such Notes may be issued in bearer form only, in such denominations of not less than Euro 1,000 (or the equivalent in another currency) in the case of Unibail-Rodamco as Issuer and not less than Euro 100,000 (or the equivalent in another currency) in respect of the other Issuers as may be specified in the relevant Final Terms.

French Law Notes

French Law Notes may be issued solely by Unibail-Rodamco and such Notes may be issued in either dematerialised form (“**Dematerialised Notes**”) or materialised form (“**Materialised Notes**”), in such denominations of not less than Euro 1,000 (or the equivalent in another currency). Materialised Notes will only be issued outside France.

Clearing Systems

Clearstream and/or Euroclear and/or, in relation to any Tranche, Euroclear France or such other clearing system as may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer.

Initial Delivery of Notes

English Law Notes

On or before the issue date for each Tranche, if the relevant Global Note may be intended to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations, the Global Note will be delivered to a Common Safekeeper for Euroclear and Clearstream. If the relevant Global Note is not intended to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations, the Global Note representing Notes may, on or before the issue date for each Tranche, be deposited with a Common Depositary for Euroclear and Clearstream, or in the case of a Tranche intended to be cleared through Euroclear France, on the issue date with Euroclear France

acting as Central Depository. Global Notes relating to Notes may also be deposited with any other clearing system or may be delivered outside any clearing system, provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer. In the case of NGNs, any such other clearing system must be authorised to hold such notes as eligible collateral for Eurosystem monetary policy and intra-day credit operations.

French Law Notes

One Paris business day before the issue date of each Tranche of Dematerialised Notes, the *Lettre Comptable* relating to such Tranche shall be deposited with Euroclear France as central depository.

On or before the issue date for each Tranche of Materialised Notes, the Temporary Global Certificate issued in respect of such Tranche shall be deposited with a common depository for Euroclear and Clearstream or with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer.

Currencies

Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the relevant Issuer, the Guarantor (where applicable) and the relevant Dealers, including euro.

Maturities

Subject to compliance with all relevant laws, regulations and directives, any maturity.

Denomination

Definitive Notes will be in such denominations as may be specified in the relevant Final Terms save that in respect of any Notes which are to be admitted to trading on any Regulated Market or offered to the public within the territory of any EEA State, in each case in circumstances which require the publication of a prospectus under the Prospectus Directive, such Notes will have a minimum specified denomination of Euro 1,000 (or the equivalent in another currency) in the case of Unibail-Rodamco as Issuer and not less than Euro 100,000 (or the equivalent in another currency) in respect of the other Issuers. French Law Notes which are Dematerialised Notes may be issued with one denomination only.

Fixed Rate Notes

Fixed interest will be payable in arrear on the date or dates 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:

- 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 published by the International Swaps and Derivatives Association, Inc. or the FBF Definitions (as published by the *Fédération Bancaire Française*); or
- by reference to LIBOR, EURIBOR or EUR CMS or any other reference rate

in each case as adjusted for any applicable margin.

Interest periods will be specified in the relevant Final Terms.

Zero Coupon Notes

Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest.

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 from a Fixed Rate to a Floating Rate (including, for the avoidance of doubt, EUR CMS), 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 at the date set out in the Final Terms.

Interest Periods and Interest Rates

The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Final Terms.

Redemption

Unless redeemed earlier as described in “Redemption by Instalments”, “Optional Redemption”, “Early Redemption”, “Make-whole Redemption” and/or “Clean-up Call Option”, the Notes will be redeemed on the Maturity Date at par. For tax reasons, in certain circumstances the Issuer may, and in certain circumstances the Issuer shall be required to, redeem the Notes in whole (but not in part).

Make-whole Redemption by the Issuer

Unless otherwise specified in the relevant Final Terms, in respect of any issue of Notes, the Issuer will have the option to redeem the Notes, in whole (but not in part), at any time or from time to time, prior to their Maturity Date, at the Make-whole Redemption Amount.

Redemption by Instalments

The Final Terms issued in respect of each issue of Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.

Optional Redemption

The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (including a Clean-up Call Option) (either in whole or in part) and/or the holders.

Status of Notes

The Notes will constitute unsubordinated and unsecured obligations of the Issuer, all as described in “Terms and Conditions of the Notes – Guarantee and Status”.

Status of Guarantee

The Guarantee, where applicable in the case of English Law Notes only, constitutes the direct, unconditional, unsubordinated and, subject to Condition 3 (“Terms and Conditions of the English Law Notes – Negative Pledge”), unsecured obligation of the Guarantor and shall (subject to such exceptions as are from time to time mandatory under French law) rank equally and rateably with all other present and future unsecured and unsubordinated obligations of the Guarantor.

Negative Pledge

The terms and conditions of the Notes will contain a negative pledge provision as described in “Terms and Conditions of the Notes – Negative Pledge”.

Events of Default

The terms and conditions of the Notes will contain an events of default provision as described in “Terms and Conditions of the Notes – Events of Default”.

Substitution of Issuer

The terms and conditions of the Notes will contain a substitution provision as described in “Terms and Conditions of the English Law Notes – Meetings of Noteholder and Modifications – Substitution” allowing any Issuer (subject to certain conditions) to substitute for itself as principal debtor under the Notes, either Unibail-Rodamco or any Subsidiary of Unibail-Rodamco provided that, in all cases, the relevant Notes, Receipts, Coupons, Talons and Deed of Covenant shall be unconditionally and irrevocably guaranteed by Unibail-Rodamco by means of a deed poll.

Rating

Unibail-Rodamco has been designated a corporate credit rating of A/Stable/A-1 by S&P Global Ratings (“**S&P**”) and Fitch Ratings Ltd (“**Fitch**”) has assigned it a long-term issuer default rating of A (stable outlook), a senior unsecured rating of A+ (stable outlook), a short term issuer default rating of F1 and a short term senior unsecured debt rating of F1.

The Programme has been rated A by S&P and A+ by Fitch.

Notes issued under the Programme may be rated or unrated. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating applicable 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.

Each Rating Agency ascribes particular meaning to each of its rating according to its own criteria. For example, as defined by S&P, an A is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitment on the obligation is still strong. Also for example, as defined by Fitch, an A+ rating denotes expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.

Early Redemption

Except as provided in “Redemption” above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. See “Terms and Conditions of the Notes – Redemption, Purchase and Options”.

Withholding Tax*Notes issued by Unibail-Rodamco:*

All payments of principal and interest or other revenues by or on behalf of Unibail-Rodamco in respect of the Notes issued by Unibail-Rodamco 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.

Notes issued by Issuers other than Unibail-Rodamco:

Payments of interest and other revenues in respect of the Notes issued by any Issuer other than Unibail-Rodamco will be made free of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by The Netherlands (in the case of Rodamco Europe Finance) or Sweden (in the case of Rodamco Sverige) or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

Governing Law

English law in the case of Unibail-Rodamco (in relation to notes to be consolidated and form a single series with notes issued previously by Unibail-Rodamco under the EMTN Previous Conditions), Rodamco Europe Finance and Rodamco Sverige or French law in the case of Unibail-Rodamco solely.

Listing and Admission to Trading

The Notes issued under the Programme may be listed on Euronext Paris and/or the Official List of the Luxembourg Stock Exchange or as otherwise specified in the relevant Final Terms. However, Notes may also be issued under the Programme whereby they will be admitted to trading and/or quotation by other stock exchanges, listing authorities and/or quotation systems as may be agreed between the Issuer and the relevant Dealer, or may be unlisted, in each case as specified in the relevant Final Terms.

Selling Restrictions

For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material, see "Subscription and Sale".

United States Selling Restrictions

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 § 1.163-5(c)(2)(i)(C) (the **TEFRA C Rules**) shall apply or whether TEFRA is not applicable.

SUPPLEMENT TO THE BASE PROSPECTUS

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, following the occurrence of a significant new factor, a material mistake or inaccuracy or omission relating to the information included or incorporated by reference in this Base Prospectus (including the “Terms and Conditions of the Notes”) which is capable of affecting the assessment of any Notes whose inclusion would reasonably be required by investors and their professional advisers, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus, which, in respect of any subsequent issue of Notes to be admitted to trading on Euronext Paris or on a Regulated Market, shall constitute a supplement to the Base Prospectus for the purpose of the relevant provisions of the *Règlement Général* of the AMF.

In accordance with and pursuant to Article 16.2 of the Prospectus Directive, where the Notes are offered to the public, investors who have already agreed to purchase or subscribe for Notes before any supplement is published have the right, exercisable within two working days after the publication of such supplement, to withdraw their acceptance provided that the new factor, mistake or inaccuracy referred to in Article 16.1 of the Prospectus Directive arose before the final closing of the offer to the public and the delivery of the Notes. The period may be extended by the Issuer or, if any, the relevant Authorised Offeror(s). The final date of the right of withdrawal shall be stated in the supplement.

TERMS AND CONDITIONS OF THE ENGLISH LAW NOTES

*The following is the text of the terms and conditions of the Notes governed by English Law to be issued by Rodamco Europe Finance or Rodamco Sverige (the “**English Law Notes**”) that, subject to completion in accordance with the provisions of the relevant Final Terms, shall be applicable to the English Law Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms or (ii) these terms and conditions as so completed (and subject to simplification by the deletion of non-applicable provisions) shall be endorsed on such Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Final Terms. Those definitions will be endorsed on the definitive Notes. References in these Conditions to “Notes” are to the English Law Notes of one Series only, not to all Notes that may be issued under the Programme.*

The Notes are issued pursuant to an English law-governed amended and restated agency agreement dated 31 July 2017 (as such may have been further amended or supplemented as at the Issue Date, the “**English Law Agency Agreement**”) between Rodamco Europe Finance and Rodamco Sverige as Issuers, Unibail-Rodamco as Guarantor, BNP Paribas Securities Services, Luxembourg Branch as fiscal agent and the other agents named in it and with the benefit of an Amended and Restated Deed of Covenant dated 31 July 2017 (as such may have been further amended or supplemented as at the Issue Date, the “**Deed of Covenant**”) executed, *inter alios*, by the Issuers and the Guarantor in relation to the Notes. Reference in any Notes to the “**Issuer**” means, unless otherwise specified therein, the Issuer of such Notes, as specified on the relevant Final Terms. The fiscal agent, the paying agents, the calculation agent(s), the redenomination agent and the consolidation agent for the time being (if any) are referred to below respectively as the “**Fiscal Agent**”, the “**Paying Agents**” (which expression shall include the Fiscal Agent), the “**Calculation Agent(s)**”, the “**Redenomination Agent**” and the “**Consolidation Agent**”. The Noteholders (as defined below), the holders of the interest coupons (the “**Coupons**”) relating to interest bearing Notes and, where applicable in the case of such Notes, talons for further Coupons (the “**Talons**”) (the “**Couponholders**”) and the holders of the receipts for the payment of instalments of principal (the “**Receipts**”) relating to Notes of which the principal is payable in instalments are deemed to have notice of all of the provisions of the English Law Agency Agreement applicable to them.

As used in these Conditions, “**Tranche**” means Notes which are identical in all respects.

Copies of the English Law Agency Agreement and the Deed of Covenant are available for inspection at the specified offices of each of the Paying Agents.

1 Form, Denomination(s), Title and Redenomination

(a) Form

The Notes are issued in bearer form.

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Instalment Note, a combination of any of the foregoing or any other kind of Note, depending upon the Interest and Redemption/ Payment Basis shown hereon, provided that in the case of any Notes admitted to trading as provided hereon, the minimum Specified Denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of such Notes).

The Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Instalment Notes are issued with one or more Receipts attached.

(b) Denomination(s)

Notes shall be issued in the specified denomination(s) as set out in the relevant Final Terms (the “**Specified Denomination(s)**”).

(c) **Title**

Title to the Notes and the Receipts, Coupons and Talons shall pass by delivery. Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the holder.

In these Conditions, “**Noteholder**” means the bearer of any Note and the Receipts relating to it, “**holder**” (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Note, Receipt, Coupon or Talon and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

(d) **Redenomination**

- (i) The Issuer may (if so specified hereon) without the consent of the holder of any Note, Receipt, Coupon or Talon, by giving at least 30 days’ notice in accordance with Condition 13, on or after the date on which the Member State of the European Union in whose national currency such Notes are denominated has become a participant Member State in the single currency of the European Economic and Monetary Union (as provided in the Treaty establishing the European Community (the “**EC**”), as amended from time to time (the “**Treaty**”) or events have occurred which have substantially the same effects (in either case, “**EMU**”), redenominate all, but not some only, of the Notes of any Series into Euro and adjust the aggregate principal amount and the Specified Denomination(s) set out in the relevant Final Terms accordingly, as described below. The date on which such redenomination becomes effective shall be referred to in these Conditions as the “**Redenomination Date**”.
- (ii) The redenomination of the Notes pursuant to Condition 1(d)(i) shall be made by converting the principal amount of each Note from the relevant national currency into Euro using the fixed relevant national currency Euro conversion rate established by the Council of the European Union pursuant to applicable regulations and rounding the resultant figure to the nearest €0.01 (with €0.005 being rounded upwards). If the Issuer so elects, the figure resulting from conversion of the principal amount of each Note using the fixed relevant national currency Euro conversion rate shall be rounded down to the nearest Euro. The Euro denominations of the Notes so determined shall be notified to Noteholders in accordance with Condition 13. Any balance remaining from the redenomination with a denomination higher than €0.01 shall be paid by way of cash adjustment rounded to the nearest €0.01 (with €0.005 being rounded upwards). Such cash adjustment will be payable in Euro on the Redenomination Date in the manner notified to Noteholders by the Issuer.
- (iii) Upon redenomination of the Notes, any reference in the relevant Final Terms to the relevant national currency shall be construed as a reference to Euro.
- (iv) The Issuer may, with the prior approval of the Redenomination Agent and the Consolidation Agent, in connection with any redenomination pursuant to this Condition or any consolidation pursuant to Condition 12, without the consent of the holders of any Note, Receipt, Coupon or Talon, make any changes or additions to these Conditions or Condition 12 (including, without limitation, any change to any applicable business day definition, business day convention, principal financial centre of the country of the Specified Currency, interest accrual basis or benchmark), taking into account market practice in respect of redenominated euromarket debt obligations and which it believes are not prejudicial to the interests of such holders. Any such changes or additions shall, in the absence of manifest error, be binding on the holders of Notes, Receipts, Coupons and Talons and shall be notified to such holders in accordance with Condition 13 as soon as practicable thereafter.
- (v) Neither the Issuer nor any Paying Agent shall be liable to the holder of any Note, Receipt, Coupon or Talon 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.

2 Guarantee and Status

(a) *Guarantee and Status of the Guarantee*

The Guarantor has unconditionally and irrevocably guaranteed the due payment of all sums expressed to be payable under the Notes, Receipts and Coupons issued by any Issuer. Its obligations in that respect (the “**Guarantee**”) are contained in the Deed of Covenant and constitute direct, unconditional, unsubordinated and (subject to Condition 3) unsecured obligations of the Guarantor and shall (subject to such exceptions as are from time to time mandatory under applicable French law) at all times rank *pari passu*, without any preference or priority by reason of date of issue, currency of payment or otherwise with all other present and future unsecured and unsubordinated obligations of the Guarantor.

(b) *Status of Notes*

The payment obligations of the Issuer under the Notes and the Receipts and Coupons relating to them constitute direct, unconditional, unsubordinated and (subject to Condition 3) unsecured obligations of the Issuer and rank and will rank *pari passu* without any preference among themselves and (subject to such exceptions as are from time to time mandatory under applicable law of the jurisdiction of incorporation of the Issuer) equally and rateably with all other present or future unsecured and unsubordinated obligations of the Issuer.

3 Negative Pledge

Neither the Issuer nor the Guarantor will, and the Guarantor will ensure that none of Unibail-Rodamco's Principal Subsidiaries will, create or permit to subsist any Security Interest upon the whole or any part of their respective assets or revenues, present or future, to secure any Relevant Debt or any guarantee or indemnity in respect of any Relevant Debt unless, at the same time or prior thereto, the Issuer's obligations under the Notes and, where applicable, the Guarantor's obligations under the Guarantee are rateably and equally secured therewith or benefit from a guarantee or indemnity in substantially identical terms thereto except, in the case of any entity which becomes a Principal Subsidiary of Unibail-Rodamco (through acquisition or otherwise) or which is merged into the Issuer or the Guarantor, where applicable, or into any of Unibail-Rodamco's Principal Subsidiaries or any other Subsidiary of Unibail-Rodamco and as a result of which such Subsidiary becomes a Principal Subsidiary, for any Security Interest existing on or over any present or future assets or revenues of such entity on the date on which it becomes a Principal Subsidiary or is merged into Unibail-Rodamco or a Principal Subsidiary or any such other Subsidiary of Unibail-Rodamco (including the subsequent renewal of such Security Interest) or in respect of which a binding agreement to create it exists provided such Security Interest was not created in contemplation of or in connection with it becoming a Principal Subsidiary of Unibail-Rodamco or being so merged.

For the purposes of these Conditions:

“**Principal Subsidiary**” has the meaning set out in Condition 9 below.

“**Relevant Debt**” means any present or future indebtedness in the form of or represented by bonds, notes (being, in the case of Unibail-Rodamco, *obligations*), other securities (being, in the case of Unibail-Rodamco, *titres financiers*, as referred to in Article L.211-1 II of the French *Code monétaire et financier* (but excluding securities referred to in paragraphs II-1 and II-3 of such Article and *copies exécutoires à ordre*)), which are or are capable of being quoted, admitted to trading or ordinarily dealt in on any regulated market.

“**Security Interest**” means any mortgage, lien, charge, pledge or other form of security interest (being, in the case of Unibail-Rodamco, a *sûreté réelle*).

“**Subsidiary**” means, in relation to any person or entity at any time, any other person or entity (whether or not now existing) that is controlled directly or indirectly, or more than 50 per cent. of whose issued share capital (or equivalent) is held or owned, by such person or entity and/or any of such person or entity's subsidiaries at such time. For a person or entity to be “**controlled**” by another person or entity means that such other person or entity holds or owns, either directly or indirectly, a percentage of the share capital of

such person or entity which entitles it to exercise a majority of voting rights at the general assemblies of such person or entity.

4 Interest and other Calculations

(a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding nominal amount from, and including, 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. The amount of interest payable shall be determined in accordance with Condition 4(g).

(b) Interest on Floating Rate Notes

(i) Interest Payment Dates

Each Floating Rate Note bears interest on its outstanding nominal amount from, and including, 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. The amount of interest payable shall be determined in accordance with Condition 4(g). Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which falls the number of months or other period shown hereon as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) Business Day Convention

If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) 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 hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified hereon 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. For the purposes of this sub-paragraph (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:

- (x) the Floating Rate Option is as specified hereon;

- (y) the Designated Maturity is a period specified hereon; and
- (z) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified hereon.

For the purposes of this sub-paragraph (A), “**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 hereon 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 either 11.00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR) 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.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified hereon as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided hereon.

- (b) If the Relevant Screen Page is not available or, if sub-paragraph (a)(1) above applies and no such offered quotation appears on the Relevant Screen Page, or, if sub-paragraph (a)(2) above 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, 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) 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;
- (c) If paragraph (b) above applies and 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)

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, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, 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, at which, 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), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Trustee and 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, 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).

- (d) 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 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 page "ISDAFIX2" under the heading "EURIBOR BASIS - EUR", as at 11.00 a.m. Frankfurt time, in the case of the EUR-ISDA-EURIBOR Swap Rate-11:00 on the relevant 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.

In the event that the EUR CMS 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 (to be selected by the Calculation Agent and the relevant Issuer) for EUR CMS relating to the relevant maturity (in each case the relevant mid-market annual swap rate commencing two TARGET 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 five significant figures with halves being rounded up) of such provided quotations.

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

Where any Reference Rate is specified in the relevant Final Terms as being determined by linear interpolation in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the Reference Rate, one of which shall be determined as if the 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 maturity were the period of time (for which rates are available) next longer than the length of the relevant Interest Accrual Period.

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

(c) Zero Coupon Notes

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 5(b)(i)).

(d) 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 from a Fixed Rate to a Floating Rate (including, for the avoidance of doubt, EUR CMS), 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 at the date(s) set out in the Final Terms.

(e) Accrual of Interest

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (after as well as before judgment) at the Rate of Interest in the manner provided in this Condition 4 to the Relevant Date (as defined in Condition 7).

(f) Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding

- (i) If any Margin is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.
- (ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified hereon, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
- (iii) For the purposes of any calculations required pursuant to these Conditions, (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up) save in the case of yen, which shall be rounded down to the nearest yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.

(g) Calculations

The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified hereon,

and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount. Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

(h) *Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts*

The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange or other relevant authority and the rules of such exchange or other relevant authority so require, such exchange as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 4(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 9, the accrued interest and the Rate of 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 any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(i) *Definitions*

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

“Business Day” means:

- (i) in the case of a currency other than euro and Renminbi, a day (other than a Saturday or 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 System is operating (a **“TARGET Business Day”**); and/or
- (iii) in case of Renminbi, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in Renminbi in Hong Kong and in the relevant Business Centre(s) (if any); and/or
- (iv) 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

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or an Interest Accrual Period, the “**Calculation Period**”):

- (i) if “**Actual/Actual**” or “**Actual/Actual - ISDA**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that 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/365 (Fixed)**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;
- (iii) if “**Actual/360**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;
- (iv) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the relevant Final Terms, 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:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“**D₂**” 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 D₁ is greater than 29, in which case D₂ will be 30;

- (v) if “**30E/360**” or “**Eurobond Basis**” is specified in the relevant Final Terms, 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:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” 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 D₂ will be 30;

- (vi) if “**30E/360 (ISDA)**” is specified in the relevant Final Terms, 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:

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

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

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

- (vii) if “**Actual/Actual-ICMA**” is specified in the relevant Final Terms,

(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;

- (viii) if “**30/360 (Fixed)**” is specified in the relevant Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360; and

- (ix) if “**Actual/365 (Sterling)**” is specified in the relevant Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

where:

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

“Determination Period” means the period from and including a Determination Date in any year to but excluding the next Determination Date

“Euro-zone” means the region comprising member states of the European Union that adopt the single currency in accordance with the Treaty on the functioning of the European Union

“Interest Accrual Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date

“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 Broken Amount, specified in the relevant Final Terms 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 Issue Date or such other date as may be specified in the relevant Final Terms

“Interest Determination Date” means, with respect to a Rate of Interest and Interest Accrual Period or the interest amount in relation to RMB Notes, the date specified as such in the relevant Final Terms or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or Hong Kong dollars or Renminbi or (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro nor Hong Kong dollars or Renminbi or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro

“Interest Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date

“Interest Period Date” means each Interest Payment Date unless otherwise specified in the relevant Final Terms

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc, as amended and updated as at the Issue Date of the first Tranche of Notes which are available on request from the Issuer

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

“Redemption Amount” means the Final Redemption Amount, the Early Redemption Amount, the Make-whole Redemption Amount or the Optional Redemption Amount, as the case may be, of the Note, which in each case, unless specified in the relevant Final Terms, shall be its nominal amount

“Reference Banks” means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination

of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Calculation Agent

“**Reference Rate**” means the rate specified as such in the relevant Final Terms

“**Relevant Screen Page**” means such page, section, caption, column or other part of a particular information service as may be specified in the relevant Final Terms

“**RMB Note**” means a Note denominated in Renminbi

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

“**TARGET System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

(j) Calculation Agent

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding (as defined in the English Law Agency Agreement). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount, Make-whole Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(k) RMB Notes

Notwithstanding the foregoing, each RMB Note which is a Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate per annum equal to the Rate of Interest. For the purposes of calculating the amount of interest, if any Interest Payment Date would otherwise fall on a day which is not a Business Day, it shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month in which case it shall be brought forward to the immediately preceding Business Day. Interest will be payable in arrear on each Interest Payment Date.

The Calculation Agent will, as soon as practicable after 11.00 a.m. (Hong Kong time) on each Interest Determination Date, calculate the amount of interest payable per Specified Denomination for the relevant Interest Accrual Period. The determination of the amount of interest payable per Specified Denomination by the Calculation Agent shall (in the absence of manifest error and after confirmation by the Issuer) be final and binding upon all parties.

The Calculation Agent will cause the amount of interest payable per Specified Denomination for each Interest Accrual Period and the relevant Interest Payment Date to be notified to each of the Paying Agents and to be notified to Noteholders as soon as possible after their determination but in no event later than the fourth Business Day thereafter. The amount of interest payable per Specified Denomination and Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Accrual Period. If the Notes become due and payable under Condition 9, the accrued interest per Specified Denomination shall nevertheless continue to be calculated as previously by the Calculation Agent in accordance with this provision but no publication of the amount of interest payable per Specified Denomination so calculated need be made.

Interest shall be calculated in respect of any period by applying the Rate of Interest to the Specified Denomination, multiplying such product by the actual number of days in the relevant Interest Accrual Period or, as applicable, other period concerned and dividing it by 365, and rounding the resultant figure to the nearest Renminbi sub-unit, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

5 Redemption, Purchase and Options

(a) *Redemption by Instalments and Final Redemption*

- (i) Unless previously redeemed or purchased and cancelled as provided in this Condition 5, each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified hereon. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.
- (ii) Unless previously redeemed or purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which is its nominal amount) or, in the case of a Note falling within paragraph (i) above, its final Instalment Amount.

(b) *Early Redemption*

- (i) Zero Coupon Notes
 - (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, upon redemption of such Note pursuant to Condition 5(c), 5(e), 5(f) or 5(g) or upon it becoming due and payable as provided in Condition 9 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified in the relevant Final Terms.
 - (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the relevant Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
 - (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 5(c), 5(e), 5(f) or 5(g) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as described in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 4(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

- (ii) Other Notes

The Early Redemption Amount payable in respect of any Note (other than Notes described in paragraph (i) above), upon redemption of such Note pursuant to Condition 5(c), 5(e), 5(f) or 5(g) or upon it becoming due and payable as provided in Condition 9, shall be the Final Redemption

Amount together with interest accrued to the date fixed for redemption unless otherwise specified in the relevant Final Terms.

(c) Redemption for Taxation Reasons

- (i) If, by reason of any change in the applicable law of the jurisdiction of incorporation of the Issuer and/or, where applicable, the Guarantor (in each case, the “**Relevant Taxing Jurisdiction**”) or in each case, any political subdivision or any authority therein or thereof having power to tax, or any change in the official application or interpretation of any such law, becoming effective after the Issue Date, the Issuer and/or, as the case may be, the Guarantor would on the occasion of the next payment of principal or interest and other revenues due in respect of the Notes or, where applicable (if it were called) under the Guarantee, not be able to make such payment without having to pay additional amounts as specified under Condition 7, the Issuer may, at its option, on any Interest Payment Date or, if so specified hereon, at any time, subject to having given not more than 45 nor less than 30 days’ prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 13 redeem all, but not some only, of the Notes at their Redemption Amount together with any interest accrued to the date set for redemption provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer or the Guarantor, as the case may be, could make payment of principal and interest without withholding for taxes in the Relevant Taxing Jurisdiction(s).
- (ii) If the Guarantor would on the next payment date of principal or interest and other revenues in respect of the Notes, be prevented by French law from making payment to the Noteholders or Couponholders of the full amount then due and payable under the Guarantee, notwithstanding the undertaking to pay additional amounts contained in Condition 7, then the Guarantor shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall, upon giving not less than seven nor more than 30 days’ irrevocable prior notice to the Noteholders in accordance with Condition 13, redeem all, but not some only, of the Notes then outstanding at their Redemption Amount together with any interest accrued to the date set for redemption on (A) the latest practicable Interest Payment Date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes, provided that if such notice would expire after such Interest Payment Date, the date for redemption pursuant to such notice of Noteholders shall be the later of (i) the latest practicable date on which the Guarantor could make payment of the full amount then due and payable in respect of the Guarantee, and (ii) 14 days after giving notice to the Fiscal Agent as aforesaid or (B) if so specified on this Note, at any time, provided that the due date for redemption of which notice hereunder shall be given shall be the latest practicable date at which the Guarantor could make payment of the full amount payable in respect of the Guarantee or, if that date is passed, as soon as practicable thereafter.

(d) Make-whole Redemption by the Issuer

Unless specified in the relevant Final Terms as being not applicable, the Issuer (other than in the case of Zero Coupon Notes) may, having given:

- (i) not less than 15 nor more than 30 days’ notice to the Noteholders in accordance with Condition 13 (or such other notice period as may be specified in the relevant Final Terms); and
- (ii) not less than 15 days before the giving of the notice referred to in paragraph (i) above, notice to the Fiscal Agent, the Calculation Agent and such other parties as may be specified in the Final Terms,

(which notices shall be irrevocable and shall specify the date fixed for redemption (each such date, a “**Make-whole Redemption Date**”)) redeem all (but not some only) of the Notes then outstanding at any time prior to their Maturity Date at their relevant Make-whole Redemption Amount. On or not later than the Business Day immediately following the Calculation Date, the Calculation Agent shall notify the Issuer, the Fiscal Agent, the Noteholders and such other parties as may be specified in the Final Terms of the Make-whole Redemption Amount. All Notes in respect of which any such notice referred to in sub-

paragraph (ii) above is given shall be redeemed on the relevant Make-whole Redemption Date in accordance with this Condition.

For the purposes of this Condition, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“Benchmark Rate” means the average of the four quotations given by the Reference Dealers on the Calculation Date at 11.00 a.m. (Central European time (CET)) of the mid-market annual yield to maturity of the Reference Bond specified in the relevant Final Terms. If the Reference Bond is no longer outstanding, a Similar Security will be chosen by the Calculation Agent at 11.00 a.m. (Central European time (CET)) on the Calculation Date, quoted in writing by the Calculation Agent to the Issuer and published in accordance with Condition 13. The Benchmark Rate will be published by the Issuer in accordance with Condition 13.

“Calculation Date” means the third Business Day (as defined in Condition 4(i)) prior to the Make-whole Redemption Date.

“Make-whole Margin” means the rate per annum specified in the relevant Final Terms.

“Make-whole Redemption Amount” means, in respect of each Calculation Amount, an amount in the Specified Currency of the relevant Notes, determined by the Calculation Agent, equal to the sum of:

- (i) the greater of (x) the Final Redemption Amount of such Notes and (y) the sum of the present values as at the Make-whole Redemption Date of the remaining scheduled payments of principal and interest on such Notes (excluding any interest accruing on such Notes from, and including, the Specified Interest Payment Date or, as the case may be, the Interest Commencement Date, immediately preceding such Make-whole Redemption Date to, but excluding, the Make-whole Redemption Date) discounted from the Maturity Date to the Make-whole Redemption Date on the basis of the relevant Day Count Fraction at a rate equal to the Make-whole Redemption Rate; and
- (ii) any interest accrued but not paid on such Note from, and including, the Specified Interest Payment Date or, as the case may be, the Interest Commencement Date, immediately preceding such Make-whole Redemption Date, to, but excluding, the Make-whole Redemption Date.

“Make-whole Redemption Rate” means the sum, as calculated by the Calculation Agent, of the Benchmark Rate and the Make-whole Margin.

“Reference Dealers” means each of the four banks selected by the Calculation Agent which are primary European government security dealers, and their respective successors, or makers in pricing corporate bond issues.

“Similar Security” means a reference bond or reference bonds issued by the issuer of the Reference Bond having an actual or interpolated maturity comparable with the remaining term of the Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

(e) *Redemption at the Option of the Issuer and Exercise of Issuer’s Options*

If a Call Option is specified as being applicable in the relevant Final Terms, the Issuer may, on giving not less than 15 nor more than 30 days’ irrevocable notice to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem all or, if so provided, some, of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount (which, in the case of Zero Coupon Notes, may be the Early Redemption Amount (as described in Condition 5(b) above)) together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified hereon and no greater than the Maximum Redemption Amount to be redeemed specified hereon.

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

In the case of a partial redemption, the notice to Noteholders shall also contain the certificate numbers of the Notes to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange requirements. So long as the Notes are listed and admitted to trading on Euronext Paris and/or on any other stock exchange and the rules of such stock exchange so require, the Issuer shall, once in each year in which there has been a partial redemption of the Notes, cause to be published in accordance with Articles 221-3 and 211-4 of the *Règlement Général* of the *Autorité des marchés financiers* (“**AMF**”) and on the website of any other competent authority and/or other stock exchange where the Notes are listed and admitted to trading, a notice as provided in Condition 13 specifying the aggregate nominal amount of Notes outstanding and a list of the Notes drawn for redemption but not surrendered.

(f) Clean-up Call Option

If a Clean-up Call Option is specified as being applicable in the relevant Final Terms, the Issuer may, at any time, on giving not less than 15 nor more than 45 days' irrevocable notice to the Noteholders (or such other period as may be specified in the Final Terms), redeem all but not some only of the Notes for the time being outstanding, if, immediately prior to the date that such notice is given, the Minimum Percentage or less of the aggregate nominal amount originally issued of the Notes of the relevant Series remain outstanding (the "Minimum Percentage" being the percentage amount specified in the relevant Final Terms), provided that those Notes of such Series that are no longer outstanding have not been redeemed (and subsequently cancelled) by the Issuer at the option of the Issuer pursuant to Condition 5(e). Any such redemption shall be at the Early Redemption Amount (the “**Clean-up Call Amount**”) together with any interest accrued to the date fixed for redemption.

(g) Redemption at the Option of Noteholders

If a Put Option is specified as being applicable in the relevant Final Terms, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified hereon) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount (which may be the Early Redemption Amount (as described in Condition 5(b) above)) together with interest accrued to the date fixed for redemption.

To exercise such option the holder must deposit such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent at its specified office, together with a duly completed option exercise notice (“**Exercise Notice**”) in the form obtainable from any Paying Agent within the notice period. No Note so deposited and option exercised may be withdrawn (except as provided in the English Law Agency Agreement) without the prior consent of the Issuer.

(h) Purchases

The Issuer, or, in respect of Notes issued by Rodamco Europe Finance and Rodamco Sverige, the Guarantor and any of their respective Subsidiaries may at any time purchase Notes (provided that all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.

All Notes which are purchased by the Issuer, or, in respect of Notes issued by Rodamco Europe Finance and Rodamco Sverige, by the Guarantor or any of their respective Subsidiaries and may, subject to the applicable law of the jurisdiction of the relevant Issuer, be held, reissued or resold, provided that, all Notes issued by, and purchased, by Unibail-Rodamco may be held and resold for the purpose of enhancing the liquidity of the Notes in accordance with Articles L.213-1 A and D.213-1-A of the French *Code monétaire et financier*.

(i) Cancellation

All Notes which are redeemed or purchased for cancellation by the Issuer, or, in respect of Notes issued by Rodamco Europe Finance and Rodamco Sverige, by the Guarantor or any of their respective Subsidiaries may be surrendered for cancellation by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to the Fiscal Agent and shall be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuers and the Guarantor in respect of any such Notes shall be discharged. For so long as the Notes are admitted to trading on the regulated market of and listed on Euronext Paris, the Issuer will forthwith inform Euronext Paris of any such cancellation.

6 Payments and Talons

(a) Method of Payment

Payments of principal and interest in respect of the Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 6(e)(vi)) or Coupons (in the case of interest, save as specified in Condition 6(e)(vi)), as the case may be:

- (i) in the case of a currency other than Renminbi, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the TARGET System; and
- (ii) in the case of Renminbi, by transfer to a Renminbi account maintained by or on behalf of the holder with a bank in Hong Kong.

(b) Payments in the United States

Notwithstanding the foregoing, if any Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(c) Payments subject to Fiscal Laws

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 7. No commission or expenses shall be charged to the holders of any Notes or, where applicable, any related Receipts or Coupons in respect of such payments.

(d) Appointment of Agents

The Fiscal Agent, the Paying Agents, the Calculation Agent(s), the Redenomination Agent and the Consolidation Agent initially appointed by the Issuer and the Guarantor and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Calculation Agent(s), the Redenomination Agent and the Consolidation Agent act solely as agents of the Issuer and the Guarantor and do not assume any obligation or relationship of agency or trust for or with any holder of any Note, Receipt or Coupon. The Issuer and the Guarantor reserve the right at any time to vary or terminate the appointment of the Fiscal Agent, any Paying Agent, the Calculation Agent(s), the Redenomination Agent or the Consolidation Agent and to appoint additional or other Paying Agents,

provided that the Issuer shall at all times maintain (i) a Fiscal Agent and, where applicable, a Redenomination Agent and a Consolidation Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) Paying Agents having specified offices in a European city which, (A) so long as the Notes are listed on Euronext Paris and the rules of that exchange so require, shall be Paris, (B) so long as the Notes are listed on the official list and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and the rules of such regulated market so require, shall be Luxembourg, and (C) so long as the Notes are listed on any other stock exchange and the rules of such stock exchange so require, shall be a specified city of the country of such stock exchange, and (iv) such other agents as may be required by the rules of any other stock exchange on which the Notes may be admitted to trading.

In addition, the Issuer and the Guarantor shall forthwith appoint a Paying Agent in New York City in respect of any Notes denominated in U.S. dollars in the circumstances described in paragraph (b) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 13.

(e) *Unmatured Coupons and Receipts and unexchanged Talons*

- (i) Unless the Notes provide (where applicable) that the relative Coupons are to become void upon the due date for redemption of those Notes, Notes should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).
- (ii) Upon the due date for redemption of any Floating Rate Note, unexpired Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Note, any unexpired Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Upon the due date for redemption of any Note that is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (v) Where any Note that provides that the relative unexpired Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unexpired Coupons, and where any Note is presented for redemption without any unexpired Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (vi) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Note. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note.

(f) **Talons**

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 8).

(g) **Non-Business Days**

If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, “**business day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as “**Financial Centres**” hereon and:

- (i) (in the case of a payment in a currency other than euro and Renminbi) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency;
- (ii) (in the case of a payment in euro) which is a TARGET Business Day; or
- (iii) (in the case of a payment in Renminbi) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong.

(h) **Payment of U.S. Dollar Equivalent**

Notwithstanding any other provision in these Conditions, if an Inconvertibility, Non-Transferability or Illiquidity (each as defined below) occurs, or if Renminbi is otherwise not available to the Issuer and such unavailability has been confirmed by a Renminbi Dealer, following which the Issuer is unable to satisfy payments of principal or interest (in whole or in part) in respect of RMB Notes, the Issuer on giving not less than five (5) nor more than thirty (30) days irrevocable notice to the Noteholders prior to the due date for payment, may settle any such payment (in whole or in part) in U.S. dollars on the due date at the U.S. Dollar Equivalent of any such Renminbi denominated amount.

In such event, payments of the U.S. Dollar Equivalent of the relevant principal or interest in respect of the Notes shall be made by transfer to the U.S. dollar account of the relevant Account Holders for the benefit of the Noteholders. For the avoidance of doubt, no such payment of the U.S. Dollar Equivalent shall by itself constitute a default in payment within the meaning of Condition 9.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6(h) by the RMB Rate Calculation Agent, will (in the absence of manifest error) be binding on the Issuer, the Agents and all Noteholders.

For the purposes of this Condition 6(h):

“**Governmental Authority**” means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong.

“**Illiquidity**” means that the general Renminbi exchange market in Hong Kong becomes illiquid, other than as a result of an event of Inconvertibility or Non-Transferability, as determined by the Issuer in good faith and in a commercially reasonable manner following consultation with two Renminbi Dealers.

“**Inconvertibility**” means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of RMB Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of such RMB Notes and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

“Non-Transferability” means the occurrence of any event that makes it impossible for the Issuer to deliver Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the relevant RMB Notes and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

“Renminbi Dealer” means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong reasonably selected by the Issuer.

“RMB Note” means a Note denominated in Renminbi.

“RMB Rate Calculation Agent” means the agent appointed from time to time by the Issuer for the determination of the RMB Spot Rate or identified as such in the relevant Final Terms.

“RMB Rate Calculation Business Day” means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong and in New York City.

“RMB Rate Calculation Date” means the day which is two RMB Rate Calculation Business Days before the due date for payment of the relevant Renminbi amount under the Conditions.

“RMB Spot Rate” for a RMB Rate Calculation Date means the spot CNY/U.S. dollar exchange rate for the purchase of U.S. dollars with CNY in the over-the-counter CNY exchange market in Hong Kong for settlement on the relevant due date for payment, as determined by the RMB Rate Calculation Agent at or around 11 a.m. (Hong Kong time) on such RMB Rate Calculation Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If such rate is not available, the RMB Rate Calculation Agent will determine the RMB Spot Rate at or around 11 a.m. (Hong Kong time) on the RMB Rate Calculation Date as the most recently available CNY/U.S. dollar official fixing rate for settlement on the relevant due date for payment reported by the State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuter Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

“U.S. Dollar Equivalent” means the relevant Renminbi amount converted into U.S. dollars using the RMB Spot Rate for the relevant RMB Rate Calculation Date, as calculated by the RMB Rate Calculation Agent.

7 Taxation

(a) Tax Exemption

All payments of principal, interest and other revenues by or on behalf of any Issuer in respect of 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 the Relevant Taxing Jurisdiction as defined in Condition 5(c)(i) and including, for the avoidance of doubt, in the case of Notes guaranteed by the Guarantor, the Relevant Taxing Jurisdiction of the Guarantor or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

(b) Additional Amounts

If the applicable law of any Relevant Taxing Jurisdiction should require that payments of principal, or interest in respect of any Note, Receipt or Coupon be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied by or on behalf of such Relevant Taxing Jurisdiction or any authority therein or thereof having power to tax, the Issuer or, if applicable, the Guarantor will, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that the Noteholders, the

Receiptholders or the Couponholders, after such deduction or withholding, will receive the full amount then expressed to be due and payable thereon in the absence of such deduction or withholding, provided, however, that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

- (i) to, or to a third party on behalf of, a holder who is subject to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with such Relevant Taxing Jurisdiction other than the mere holding of the Note, Receipt or Coupon; or
- (ii) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting it for payment on the 30th such day.

As used in these Conditions, “**Relevant Date**” means in respect of any Note, Receipt or Coupon, the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note, Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Make-whole Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 5 or any amendment or supplement to it, (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it and (iii) “**principal**” and/or “**interest**” shall be deemed to include any additional amounts that may be payable under this Condition.

8 Prescription

Claims against the Issuer and/or the Guarantor for payment in respect of the Notes, Receipts and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 7) in respect of them.

9 Events of Default

If any of the following events (“**Events of Default**”) occurs, the holder of any Note may give written notice to the Issuer and the Guarantor where applicable (through the Fiscal Agent at its specified office) that such Note is immediately repayable, whereupon the Early Redemption Amount of such Note together with accrued interest to the date of payment shall become immediately due and payable without further formality, unless such event of default shall have been remedied prior to the receipt of such notice by the Fiscal Agent:

(a) **Non-Payment**

any amount of principal of, or interest on, any Note is not paid on the due date for payment thereof and such default is not remedied within a period of five business days (as defined in Condition 6(h)) from such due date; or

(b) **Breach of Other Obligations**

any other obligation of the Issuer or, where applicable, the Guarantor under the Notes is not complied with or performed within a period of 15 business days (as defined in Condition 6(h)) after receipt by the Fiscal Agent of written notice of such default given by any Noteholder; or

(c) **Cross-Default**

any other present or future indebtedness of the Issuer, the Guarantor or any Principal Subsidiary (other than Non-Recourse Subsidiaries which are not Excluded Subsidiaries) for borrowed moneys

in excess of Euro 40,000,000 (or its equivalent in any other currency), whether individually or in the aggregate, (i) becomes due and payable prior to its stated maturity as a result of a default thereunder or, in such case, enforcement of any security in respect of any such indebtedness is commenced by appropriate legal proceedings (unless contested in good faith and by appropriate legal proceedings), or (ii) is not paid when due or, as the case may be, within any applicable grace period therefore or, in such case, enforcement of any security in respect of any such indebtedness is commenced by appropriate legal proceedings; or any guarantee or indemnity given by the Issuer, the Guarantor or any Principal Subsidiary (other than Non-Recourse Subsidiaries which are not Excluded Subsidiaries) for, or in respect of, any such indebtedness of others shall not be honoured when due and called upon (unless contested in good faith and by appropriate proceedings); or

(d) *Insolvency*

any of the Issuer or, where applicable, the Guarantor or any Principal Subsidiary (other than Non-Recourse Subsidiaries which are not Excluded Subsidiaries) makes any proposal for a general moratorium in relation to its debt or applies for the appointment of a *mandataire ad hoc* or enters into an amicable settlement (*procédure de conciliation*) with its creditors or a judgment is issued for the judicial liquidation (*liquidation judiciaire*) or for a transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer, the Guarantor or any Principal Subsidiary (other than as aforesaid) or, to the extent permitted by applicable law, the Issuer, the Guarantor or any Principal Subsidiary (other than as aforesaid) is subject to any other insolvency or bankruptcy proceedings; or any corporate action, legal proceedings or other procedure, application or step is taken by the Issuer, the Guarantor or any Principal Subsidiary (other than as aforesaid) for it being declared in bankruptcy (*faillissement*), suspension of payments (*surseance van betaling*), emergency regulation (*noodregeling*), company reorganisation (*företagsrekonstruktion*) or similar situation under any applicable law or any other procedure having the effect that the Issuer, the Guarantor or any Principal Subsidiary (other than as aforesaid) loses the free management or ability to dispose of its property is commenced by the Issuer, the Guarantor or any Principal Subsidiary (other than as aforesaid) (irrespective of whether that procedure is provisional or final) or any legal proceedings or other procedure, application or step is taken by a third party for the Issuer, the Guarantor or any Principal Subsidiary (other than as aforesaid) being declared in bankruptcy (*faillissement*), suspension of payments (*surseance van betaling*), emergency regulation (*noodregeling*), company reorganisation (*företagsrekonstruktion*) (irrespective of whether that procedure is provisional or final); or any other procedure having the effect that the Issuer, the Guarantor or any Principal Subsidiary (other than as aforesaid) loses the free management or ability to dispose of its property is commenced by a third party; or the Issuer, the Guarantor or any Principal Subsidiary offers or enters into a composition with all its creditors generally (*buitengerechtigd akkoord*); or any similar measure under applicable law; or any equivalent procedure or measure to any of the aforesaid is taken in the jurisdiction of incorporation of such Issuer, the Guarantor or such Principal Subsidiary; or

(e) *Illegality*

it is or will become unlawful for the Issuer or, where applicable, the Guarantor to perform or comply with any one or more of its obligations under the Notes or, where applicable, the Guarantee; or

(f) *Cessation of Business*

any of the Issuer, the Guarantor or any Principal Subsidiary ceases to carry on all or a material part of its business or other operations, except for the purposes of and followed by a merger (*fusion*) or reorganisation (*cession, scission or apport partiel d'actifs*) or any procedure analogous thereto under the law applicable to the relevant Issuer, the Guarantor or Principal Subsidiary, provided that (i) such merger, reorganisation or analogous procedure takes place on terms approved by an Extraordinary Resolution of the Noteholders, or (ii) in the case of a Principal Subsidiary (other than Non-Recourse Subsidiaries which are not Excluded Subsidiaries) the undertaking and assets of such Principal Subsidiary are transferred to or otherwise vested in the Issuer or the Guarantor (as

the case may be) or another Principal Subsidiary (other than Non-Recourse Subsidiaries which are not Excluded Subsidiaries), or (iii) in the case of a Principal Subsidiary (other than Non-Recourse Subsidiaries which are not Excluded Subsidiaries), pursuant to a voluntary solvent winding-up where surplus assets are available for distribution; or

(g) Guarantee

the Guarantee (where applicable) is not (or is claimed by the Guarantor not to be) in full force and effect.

For the purposes of this Condition:

“Excluded Subsidiary” means any Non-Recourse Subsidiary which is subject to a default set out in paragraph (c) above or to any of the insolvency events set out in paragraph (d) above and whose Value, together with the total Value of all Principal Subsidiaries subject to such a default set out in paragraph (c) above or, as the case may be, any such insolvency events set out in paragraph (d) above, exceeds at any relevant time 40 per cent. of the total Value of Unibail-Rodamco.

“Non-Recourse Subsidiaries” means any Principal Subsidiary whose Non-Recourse Indebtedness represents at any relevant time (i) more than 50 per cent. of its aggregate indebtedness for borrowed money and (ii) more than Euro 15,000,000 as appearing in its latest published financial statements.

“Non-Recourse Indebtedness” means any present or future indebtedness of any Principal Subsidiary with respect to which there is no contractual recourse against Unibail-Rodamco or any other Subsidiary of Unibail-Rodamco other than (i) recourse resulting from a pledge of shares of such Principal Subsidiary held by Unibail-Rodamco or any Subsidiary of Unibail-Rodamco in order to secure such indebtedness, (ii) recourse resulting from commitments entered into by Unibail-Rodamco prior to 31 December 2007 or (iii) recourse against any Subsidiary of such Principal Subsidiary to secure such indebtedness.

“Principal Subsidiary” means, at any relevant time, a Subsidiary of Unibail-Rodamco:

- whose Value represents not less than 7 per cent. of the total Value of Unibail-Rodamco.

For the purposes of this definition and the definition of “Excluded Subsidiary”, **“Value”** means (A) with respect to any entity fully or proportionally consolidated by Unibail-Rodamco, the revalued value (as defined below) of Unibail-Rodamco’s assets, (B) with respect to any entity consolidated under the equity method by Unibail-Rodamco, the value of such entity’s equity, calculated on the basis of the revalued value of such entity’s assets, in accordance with the accounting principles adopted by Unibail-Rodamco for its financial statements for the most recent financial year and in proportion to the stake held by Unibail-Rodamco, and (C) with respect to Unibail-Rodamco, the total Value, determined in accordance with (A) and (B) above, of all assets and of all entities in which Unibail-Rodamco holds, directly or indirectly, an equity interest as they appear in the latest published audited consolidated balance sheet of Unibail-Rodamco. The **“revalued value”** of an asset for the purpose of this definition means the value of that asset determined by reference to valuations provided by independent appraisers for real estate assets and included in the latest published audited accounts (on a consolidated basis if such accounts are prepared) of Unibail-Rodamco or the relevant Subsidiary, as the case may be, as the value of that asset.

In the event that, for any reason, the calculations of the Value of a Subsidiary or Unibail-Rodamco are not available after the close of any financial year at a time when it is necessary to determine whether a Subsidiary is a Principal Subsidiary, **“Principal Subsidiary”** shall mean, with respect to such year, a Subsidiary of Unibail-Rodamco whose operating income (or, where the Subsidiary in question prepares consolidated accounts, whose consolidated operating income) attributable to Unibail-Rodamco represents not less than 7 per cent. of the consolidated operating income of Unibail-Rodamco, all as calculated by reference to the then latest audited accounts (or consolidated accounts, as the case may be) of such Subsidiary and the then latest audited consolidated accounts of Unibail-Rodamco and its consolidated Subsidiaries; or

to which is transferred all or substantially all the assets and undertakings of a Subsidiary which, immediately prior to such transfer, is a Principal Subsidiary.

10 Meetings of Noteholders and Modification

(a) *Meetings of Noteholders*

The English Law Agency Agreement contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the English Law Agency Agreement) of a modification of any of these Conditions. Such a meeting may be convened by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Rate of Interest, Instalment Amount or Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount, the Make-whole Redemption Amount or the Optional Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes or (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

(b) *Modification of English Law Agency Agreement*

The Issuer and, where applicable, the Guarantor shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the English Law Agency Agreement if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

(c) *Substitution*

The Issuer, or any previous substituted company, may at any time, without the consent of the Noteholders, the Receiptholders or the Couponholders, substitute for itself as principal debtor under the Notes, the Receipts, the Coupons and the Talons either Unibail-Rodamco or any Subsidiary of Unibail-Rodamco (the "**Substitute**"). The substitution shall be made by a deed poll (the "**Deed Poll**"), to be substantially in the form scheduled to the English Law Agency Agreement as Schedule 8, and may take place only if (i) the Issuer shall, by means of the Deed Poll, agree to indemnify each Noteholder, Receiptholder and Couponholder against any tax, duty, assessment or governmental charge that is imposed on it by (or by any authority in or of) the jurisdiction of the country of the Substitute's residence for tax purposes and, if different, of its incorporation with respect to any Note, Receipt, Coupon, Talon or the Deed of Covenant and that would not have been so imposed had the substitution not been made, as well as against any tax, duty, assessment or governmental charge, and any cost or expense, relating to the substitution, (ii) unless the Substitute is Unibail-Rodamco, the Notes, Receipts, Coupons, Talons and Deed of Covenant (together with any such indemnity referred to in (i) above) shall be unconditionally and irrevocably guaranteed by Unibail-Rodamco by means of the Deed Poll, (iii) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Deed Poll, the Notes, Receipts, Coupons, Talons and Deed of Covenant represent valid, legally binding and enforceable obligations of the Substitute and, in the case of the Deed Poll, of Unibail-Rodamco as guarantor have been taken, fulfilled and done and are in full force and effect, (iv) the Substitute shall have become party to the English Law Agency Agreement, with any appropriate

consequential amendments, as if it had been an original party to it and Unibail-Rodamco, for the avoidance of doubt as guarantor remaining party thereto in such capacity as guarantor with any appropriate amendments, (v) legal opinions addressed to the Noteholders shall have been delivered to them care of the Fiscal Agent on behalf of the Noteholders from a lawyer or firm of lawyers chosen by the Substitute with a leading securities practice in each jurisdiction referred to in (i) above and in England as to the fulfilment of the conditions of paragraph (iii) and the other matters specified in the Deed Poll and (vi) the Issuer shall have given at least 14 days' prior notice in accordance with Condition 13 of such substitution to the Noteholders, stating that copies, or pending execution the agreed text, of all documents in relation to the substitution that are referred to above, or that might otherwise reasonably be regarded as material to the Noteholders, shall be available for inspection at the specified office of each of the Paying Agents.

11 Replacement of Notes, Receipts, Coupons and Talons

If a Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations, at the specified office of the Paying Agent in Luxembourg or such other Paying Agent as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

12 Further Issues and Consolidation

The Issuer may from time to time without the consent of the Noteholders or Receiptholders or Couponholders create and issue further notes having the same terms and conditions as the Notes (so that, for the avoidance of doubt, references in the conditions of such notes to "**Issue Date**" shall be to the first issue date of the Notes) and so that the same shall be assimilated (*assimilées*) and form a single series with such Notes, and references in these Conditions to "**Notes**" shall be construed accordingly.

The Issuer may from time to time on any Interest Payment Date occurring on or after the date specified for a Redenomination of the Notes pursuant to Condition 1(d), on giving not less than 30 days' prior notice to the Noteholders in accordance with Condition 13, without the consent of the holders of any Notes or, if applicable, any related Coupon, consolidate the Notes with one or more issues of other notes issued by it, whether or not originally issued in one of the European national currencies or in euro, provided such other notes have been redenominated in euro (if not originally denominated in euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Notes.

13 Notices

Notices to the holders of Notes shall be valid if published in (i) a daily newspaper of general circulation in Europe, (ii) as long as the Notes are listed and admitted to trading on Euronext Paris and the rules of Euronext Paris so require, in a daily newspaper with general circulation in France or (iii) they are published in accordance with Articles 221-3 and 221-4 of the *Règlement Général* of the AMF. If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe and, so long as the Notes are listed on any other stock exchange and the relevant rules applying to such listed Notes so require, in a leading daily newspaper with general circulation in the city/ies where such stock exchange(s) is/are situated. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Notes in accordance with this Condition.

14 Currency Indemnity

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note, Coupon or Receipt is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer, the Guarantor (where applicable) or any of their respective Principal Subsidiaries (other than Non-Recourse Subsidiaries) or otherwise) by any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer or the Guarantor shall only constitute a discharge to the Issuer or the Guarantor, as the case may be, to the extent of the amount in the currency of payment under the relevant Note, Coupon or Receipt that the recipient 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 the amount received or recovered is less than the amount expressed to be due to the recipient under any Note, Coupon or Receipt, the Issuer, failing which, the Guarantor (where applicable) shall indemnify it against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it shall be sufficient for the Noteholder, Receiptholder or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's and, as the case may be, the Guarantor's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder, Receiptholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note, Coupon or Receipt or any other judgment or order.

15 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

16 Governing Law, Jurisdiction and Service of Process

(a) *Governing Law*

The Notes, the Receipts, the Coupons, the Talons, the Guarantee and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.

(b) *Jurisdiction*

The courts of England and France are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Receipts, Coupons or Talons or the Guarantee, including any disputes related to any non-contractual obligations arising out of or in connection with the Notes, the Receipts, the Coupons, the Talons or the Guarantee, and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons or the Guarantee ("**Legal Proceedings**") shall be brought in such courts.

(c) *Service of Process*

Each of the Issuer and the Guarantor has irrevocably appointed Clifford Chance Secretaries Limited of 10 Upper Bank Street, London, E14 5JJ as its agent in England to receive, for it and on its behalf, service of process in any Legal Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not it is forwarded to and received by the Issuer or the Guarantor). If for any reason such process agent ceases to be able to act as such or no longer has an address in London, the Issuer and the Guarantor irrevocably agree to appoint a substitute process agent and shall immediately notify Noteholders of such appointment in accordance with Condition 13. Nothing shall affect the right to serve process in any manner permitted by law.

TERMS AND CONDITIONS OF THE FRENCH LAW NOTES

The following is the text of the terms and conditions of the Notes governed by French law to be issued by Unibail-Rodamco (the “**French Law Notes**”) that, subject to completion in accordance with the provisions of the relevant Final Terms, shall be applicable to the French Law Notes. In the case of Dematerialised Notes (as defined below), 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 completed by the applicable Final Terms. In the case of Materialised Notes (as defined below), either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms or (ii) these terms and conditions as so completed (and subject to simplification by the deletion of non-applicable provisions) shall be endorsed on Definitive Notes. References in these Conditions to “Notes” are to the French Law Notes of one Series only, not to all Notes that may be issued under the Programme.

The Notes are issued pursuant to a French law-governed agency agreement dated 31 July 2017 (as such may have been further amended or supplemented as at the Issue Date, the “**French Law Agency Agreement**”) between Unibail-Rodamco (the “**Issuer**”), BNP Paribas Securities Services, Paris as fiscal agent and the other agents named in it. The fiscal agent, the paying agents, the calculation agent(s), the redenomination agent and the consolidation agent for the time being (if any) are referred to below respectively as the “**Fiscal Agent**”, the “**Paying Agents**” (which expression shall include the Fiscal Agent), the “**Calculation Agent(s)**”, the “**Redenomination Agent**” and the “**Consolidation Agent**”. The holders of Dematerialised Notes and Materialised Notes, the holders of the interest coupons relating to interest bearing Materialised Notes (the “**Coupons**”) and, where applicable in the case of such Materialised Notes, talons for further Coupons (the “**Talons**”) (the “**Couponholders**”) and the holders of the receipts for the payment of instalments of principal (the “**Receipts**”) relating to Materialised Notes of which the principal is payable in instalments are deemed to have notice of all of the provisions of the French Law Agency Agreement applicable to them.

As used in these Conditions, “**Tranche**” means Notes which are identical in all respects.

Copies of the French Law Agency Agreement are available for inspection at the specified offices of each of the Paying Agents.

1 Form, Denomination, Title and Redenomination

(a) Form

Notes may be issued either in dematerialised form (“**Dematerialised Notes**”) or in materialised form (“**Materialised Notes**”).

- (i) Title to Dematerialised Notes will be evidenced in accordance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French *Code monétaire et financier* by book entries (*inscriptions en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of Dematerialised Notes.

Dematerialised Notes may, at the option of the Issuer, be issued in either (i) bearer form (*au porteur*), in which case they will be inscribed as of the Issue Date of each Tranche of Dematerialised Notes in the books of Euroclear France (“**Euroclear France**”), acting as central depository, which shall credit the accounts of the Euroclear France Account Holders (as defined below), or (ii) registered form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder in either (x) administered registered form (*au nominatif administré*), in which case they will be inscribed in the accounts of the Euroclear France Account Holders designated by the relevant Noteholders or (y) fully registered form (*au nominatif pur*), in which case they will be inscribed in an account in the books of Euroclear France maintained by the Issuer or by the registration agent (designated in the applicable Final Terms) acting on behalf of the Issuer (the “**Registration Agent**”).

For Dematerialised Notes issued in bearer form, unless this possibility is expressly excluded in the relevant Final Terms and to the extent permitted by applicable law, the Issuer may at any time request from the central depository identification information of the holders of such Notes such as the name or the company name, nationality, date of birth or year of incorporation and mail address or, as the case may be, e-mail address.

For the purpose of these Conditions, “Euroclear France Account Holder” means any intermediary institution entitled to hold accounts, directly or indirectly, on behalf of its customers with Euroclear France, and includes Euroclear Bank SA/NV (“Euroclear”) and the depository bank for Clearstream Banking, S.A. (“Clearstream”).

- (ii) Materialised Notes are issued in materialised bearer form (“Materialised Notes”). A temporary global certificate in bearer form without coupons attached (a “Temporary Global Certificate”) will initially be issued in connection with Materialised Notes. Such Temporary Global Certificate will be exchanged for definitive Materialised Notes in materialised bearer form on or after a date expected to be on or about the 40th calendar day after the issue date of the Notes (subject to postponement as further described in the Temporary Global Certificate) upon certification as to non-U.S. beneficial ownership as more fully described in the Temporary Global Certificate. Materialised Notes are serially numbered and if applicable, are issued with Receipts and Coupons (and, where appropriate, a Talon) attached, save in the case of Materialised Notes which are Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons, Receipts and Talons in these Conditions are not applicable. Instalment Notes are issued with one or more Receipts attached. In accordance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French *Code monétaire et financier*, securities in materialised form, such as the Materialised Notes, constituting *obligations* under French law and governed by French law must be issued outside France.
- (iii) This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Instalment Note, a combination of any of the foregoing or any other kind of Note, depending upon the Interest and Redemption/ Payment Basis shown hereon, provided that in the case of any Notes admitted to trading as provided hereon, the minimum Specified Denomination shall be €1,000 (or its equivalent in any other currency as at the date of issue of such Notes).

(b) Denomination(s)

Notes shall be issued in the specified denomination(s) as set out in the relevant Final Terms (the “Specified Denomination(s)”). Dematerialised Notes may be issued in one Specified Denomination only.

(c) Title

- (i) Title to Dematerialised Notes in bearer form (*au porteur*) and in administered registered form (*au nominatif administré*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of Euroclear France Account Holders. Title to Dematerialised Notes in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts in the books of Euroclear France maintained by the Issuer or by the Registration Agent.
- (ii) Title to Materialised Notes in definitive form having, where appropriate, Coupons and/or Receipts and/or a Talon attached thereto on issue shall pass by delivery. Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Materialised Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating such holder of Materialised Notes.
- (iii) In these Conditions, “Noteholder” or “holder” means (i) in the case of Dematerialised Notes, the person whose name appears in the account of the relevant Euroclear France Account Holder, the Issuer or the Registration Agent (as the case may be) as being entitled to such

Notes and (ii) in the case of Materialised Notes, the bearer of any Materialised Note in definitive form and the Coupons, Receipts or Talon relating to it (if any).

(d) Conversion of Dematerialised Notes

- (i) Dematerialised Notes issued in bearer form (*au porteur*) may not be converted into Dematerialised Notes in registered form, whether in fully registered form (*au nominatif pur*) or in administered registered form (*au nominatif administré*).
- (ii) Dematerialised Notes issued in registered form (*au nominatif*) may not be converted into Dematerialised Notes in bearer form (*au porteur*).
- (iii) Dematerialised Notes issued in fully registered form (*au nominatif pur*) may, at the option of the Noteholder, be converted into Notes in administered registered form (*au nominatif administré*), and vice versa. The exercise of any such option by the Noteholder shall be made in accordance with Article R.211-4 of the French Code monétaire et financier. Any such conversion shall be effected at the cost of the Noteholder.

(e) Exchange of Materialised Notes

Materialised Notes of one Specified Denomination may not be exchanged for Materialised Notes of another Specified Denomination.

(f) Redenomination

- (i) The Issuer may (if so specified hereon) without the consent of the holder of any Note, Receipt, Coupon or Talon, by giving at least 30 days' notice in accordance with Condition 13, on or after the date on which the Member State of the European Union in whose national currency such Notes are denominated has become a participant Member State in the single currency of the European Economic and Monetary Union (as provided in the Treaty establishing the European Community (the "EC"), as amended from time to time (the "Treaty") or events have occurred which have substantially the same effects (in either case, "EMU"), redenominate all, but not some only, of the Notes of any Series into Euro and adjust the aggregate principal amount and the Specified Denomination(s) set out in the relevant Final Terms accordingly, as described below. The date on which such redenomination becomes effective shall be referred to in these Conditions as the "Redenomination Date".
- (ii) The redenomination of the Notes pursuant to Condition 1(f)(i) shall be made by converting the principal amount of each Note from the relevant national currency into Euro using the fixed relevant national currency Euro conversion rate established by the Council of the European Union pursuant to applicable regulations and rounding the resultant figure to the nearest €0.01 (with €0.005 being rounded upwards). If the Issuer so elects, the figure resulting from conversion of the principal amount of each Note using the fixed relevant national currency Euro conversion rate shall be rounded down to the nearest Euro. The Euro denominations of the Notes so determined shall be notified to Noteholders in accordance with Condition 13. Any balance remaining from the redenomination with a denomination higher than €0.01 shall be paid by way of cash adjustment rounded to the nearest €0.01 (with €0.005 being rounded upwards). Such cash adjustment will be payable in Euro on the Redenomination Date in the manner notified to Noteholders by the Issuer.
- (iii) Upon redenomination of the Notes, any reference in the relevant Final Terms to the relevant national currency shall be construed as a reference to Euro.
- (iv) The Issuer may, with the prior approval of the Redenomination Agent and the Consolidation Agent, in connection with any redenomination pursuant to this Condition or any consolidation pursuant to Condition 12, without the consent of the holders of any Note, Receipt, Coupon or Talon, make any changes or additions to these Conditions or Condition 12 (including, without limitation, any change to any applicable business day definition, business day convention, principal financial centre of the country of the Specified Currency, interest accrual basis or benchmark), taking into account market practice in respect of redenominated euromarket debt obligations and which it believes are not

prejudicial to the interests of such holders. Any such changes or additions shall, in the absence of manifest error, be binding on the holders of Notes, Receipts, Coupons and Talons and shall be notified to such holders in accordance with Condition 13 as soon as practicable thereafter.

- (v) Neither the Issuer nor any Paying Agent shall be liable to the holder of any Note, Receipt, Coupon or Talon 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.

2 Status of Notes

The payment obligations of the Issuer under the Notes and the Receipts and Coupons relating to them constitute direct, unconditional, unsubordinated and (subject to Condition 3) unsecured obligations of the Issuer and rank and will rank *pari passu* without any preference among themselves and (subject to such exceptions as are from time to time mandatory under applicable law of the jurisdiction of incorporation of the Issuer) equally and rateably with all other present or future unsecured and unsubordinated obligations of the Issuer.

3 Negative Pledge

The Issuer will not, and will ensure that none of its Principal Subsidiaries will, create or permit to subsist any Security Interest upon the whole or any part of their respective assets or revenues, present or future, to secure any Relevant Debt or any guarantee or indemnity in respect of any Relevant Debt unless, at the same time or prior thereto, the Issuer's obligations under the Notes are rateably and equally secured therewith or benefit from a guarantee or indemnity in substantially identical terms thereto except, in the case of any entity which becomes a Principal Subsidiary of the Issuer (through acquisition or otherwise) or which is merged into the Issuer or into any of its Principal Subsidiaries or any other Subsidiary of the Issuer and as a result of which such Subsidiary becomes a Principal Subsidiary, for any Security Interest existing on or over any present or future assets or revenues of such entity on the date on which it becomes a Principal Subsidiary or is merged into the Issuer or a Principal Subsidiary or any such other Subsidiary of the Issuer (including the subsequent renewal of such Security Interest) or in respect of which a binding agreement to create it exists provided such Security Interest was not created in contemplation of or in connection with it becoming a Principal Subsidiary of the Issuer or being so merged.

For the purposes of these Conditions:

"Principal Subsidiary" has the meaning set out in Condition 9 below.

"Relevant Debt" means any present or future indebtedness in the form of or represented by bonds, notes (*obligations*), other securities (*titres financiers*, as referred to in Article L.211-1 II of the French *Code monétaire et financier* (but excluding securities referred to in paragraphs II-1 and II-3 of such Article and *copies exécutoires à ordre*)), which are or are capable of being quoted, admitted to trading or ordinarily dealt in on any regulated market.

"Security Interest" means any mortgage, lien, charge, pledge or other form of security interest (*sûreté réelle*).

"Subsidiary" means, in relation to any person or entity at any time, any other person or entity (whether or not now existing) that is controlled directly or indirectly, or more than 50 per cent. of whose issued share capital (or equivalent) is held or owned, by such person or entity and/or any of such person or entity's subsidiaries at such time. For a person or entity to be **"controlled"** by another person or entity means that such other person or entity holds or owns, either directly or indirectly, a percentage of the share capital of such person or entity which entitles it to exercise a majority of voting rights at the general assemblies of such person or entity.

4 Interest and other Calculations

(a) *Interest on Fixed Rate Notes*

Each Fixed Rate Note bears interest on its outstanding nominal amount from, and including, 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. The amount of interest payable shall be determined in accordance with Condition 4(g).

(b) *Interest on Floating Rate Notes*

(i) Interest Payment Dates

Each Floating Rate Note bears interest on its outstanding nominal amount from, and including, 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. The amount of interest payable shall be determined in accordance with Condition 4(g). Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which falls the number of months or other period shown hereon as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) Business Day Convention

If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) 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 hereon and the provisions below relating to either ISDA Determination, FBF Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified hereon 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. For the purposes of this sub-paragraph (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:

- (x) the Floating Rate Option is as specified hereon;
- (y) the Designated Maturity is a period specified hereon; and

- (z) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified hereon.

For the purposes of this sub-paragraph (A), “**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) FBF Determination for Floating Rate Notes

Where FBF 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 shall be determined by the Calculation Agent as a rate equal to the relevant FBF Rate. For the purposes of this sub-paragraph (B), “**FBF Rate**” for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Transaction under the terms of an agreement incorporating the FBF Definitions and under which:

- (x) the Floating Rate is as specified in the relevant Final Terms; and
- (y) the relevant Floating Rate Determination Date (*Date de Détermination du Taux Variable*) is the first day of that Interest Accrual Period unless otherwise specified in the relevant Final Terms.

For the purposes of this sub-paragraph (B), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Determination Date** (*Date de Détermination du Taux Variable*)”, “**Designated Maturity**”, “**Reset Date**” and “**Transaction**” have the meanings given to those terms in the FBF Definitions, provided that “**Euribor**” means the rate calculated for deposits in Euro which appears on the Reuters screen page EURIBOR01.

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

(C) Screen Rate Determination for Floating Rate Notes

- (a) Where Screen Rate Determination is specified hereon 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 either 11.00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR) 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.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified hereon as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided hereon.

- (b) If the Relevant Screen Page is not available or, if sub-paragraph (a)(1) above applies and no such offered quotation appears on the Relevant Screen Page, or, if

sub-paragraph (a)(2) above 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, 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) 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;

- (c) If paragraph (b) above applies and 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) 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, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, 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, at which, 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), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Trustee and 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, 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).
- (d) 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 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 page "ISDAFIX2" under the heading "EURIBOR BASIS - EUR", as at 11.00 a.m. Frankfurt time, in the case of the EUR-ISDA-EURIBOR Swap Rate-11:00 on the relevant

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.

In the event that the EUR CMS 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 (to be selected by the Calculation Agent and the relevant Issuer) for EUR CMS relating to the relevant maturity (in each case the relevant mid-market annual swap rate commencing two TARGET 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 five significant figures with halves being rounded up) of such provided quotations.

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

Where any Reference Rate is specified in the relevant Final Terms as being determined by linear interpolation in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the Reference Rate, one of which shall be determined as if the 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 maturity were the period of time (for which rates are available) next longer than the length of the relevant Interest Accrual Period.

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

(c) Zero Coupon Notes

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 5(b)(i)).

(d) 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 from a Fixed Rate to a Floating Rate (including, for the avoidance of doubt, EUR CMS), 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 at the date(s) set out in the Final Terms.

(e) Accrual of Interest

Interest shall cease to accrue on each Note on the due date for redemption unless (i) in the case of Dematerialised Notes, on such due date or (ii) in case of Materialised Notes, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (after as well as before judgment) at the Rate of Interest in the manner provided in this Condition 4 to the Relevant Date (as defined in Condition 7).

(f) *Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding*

- (i) If any Margin is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.
- (ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified hereon, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
- (iii) For the purposes of any calculations required pursuant to these Conditions, (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up) save in the case of yen, which shall be rounded down to the nearest yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.

(g) *Calculations*

The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified hereon, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount. Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

(h) *Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts*

The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange or other relevant authority and the rules of such exchange or other relevant authority so require, such exchange as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 4(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 9, the accrued interest and the Rate of

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 any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(i) Definitions

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

“Business Day” means:

- (i) in the case of a currency other than euro and Renminbi, a day (other than a Saturday or 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 System is operating (a **“TARGET Business Day”**); and/or
- (iii) in case of Renminbi, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in Renminbi in Hong Kong and in the relevant Business Centre(s) (if any); and/or
- (iv) 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

“Day Count Fraction” means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or an Interest Accrual Period, the **“Calculation Period”**):

- (i) if **“Actual/Actual”** or **“Actual/Actual - ISDA”** is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that 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/365 – FBF”** is specified in the relevant Final Terms, the fraction whose numerator is the actual number of days elapsed during the Calculation Period and whose denominator is 365. If part of that Calculation Period falls in a leap year, Actual/365 – FBF shall mean the sum of (i) the fraction whose numerator is the actual number of days elapsed during the non-leap year and whose denominator is 365 and (ii) the fraction whose numerator is the number of actual days elapsed during the leap year and whose denominator is 366;
- (iii) if **“Actual/Actual – FBF”** is specified in the relevant Final Terms in respect of each calculation, the fraction whose numerator is the actual number of days elapsed during such period and whose denominator is 365 (or 366 if 29 February falls within the Calculation Period);
- (iv) if **“Actual/365 (Fixed)”** is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;
- (v) if **“Actual/360”** is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;
- (vi) if **“30/360”**, **“360/360”** or **“Bond Basis”** is specified in the relevant Final Terms, 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:

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M₂” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” 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 D₁ is greater than 29, in which case D₂ will be 30;

- (vii) if “**30E/360**” or “**Eurobond Basis**” is specified in the relevant Final Terms, 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:

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

“D₂” 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 D₂ will be 30;

- (viii) if “**30E/360 (ISDA)**” is specified in the relevant Final Terms, 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:

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

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

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (x) that day is the last day of February but not the Maturity Date or (y) such number would be 31, in which case **D₂** will be 30;

(ix) if “**Actual/Actual-ICMA**” is specified in the relevant Final Terms,

(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;

(x) if “**30/360 (Fixed)**” is specified in the relevant Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360; and

(xi) if “**Actual/365 (Sterling)**” is specified in the relevant Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

where:

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

“**Determination Period**” means the period from and including a Determination Date in any year to but excluding the next Determination Date

“**Euro-zone**” means the region comprising member states of the European Union that adopt the single currency in accordance with the Treaty on the functioning of the European Union

“**FBF Definitions**” means the definitions set out in the 2013 *Fédération Bancaire Française* (“**FBF**”) Master Agreement relating to transactions on forward financial instruments (formerly 2007 Master Agreement relating to transactions on forward financial instruments as supplemented by the Technical Schedules published by the FBF, as the case may be) (together the “**FBF Master Agreement**”), as amended or supplemented as at the Issue Date

“**Interest Accrual Period**” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each

successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date

“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 Broken Amount, specified in the relevant Final Terms 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 Issue Date or such other date as may be specified in the relevant Final Terms

“Interest Determination Date” means, with respect to a Rate of Interest and Interest Accrual Period or the interest amount in relation to RMB Notes, the date specified as such in the relevant Final Terms or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or Hong Kong dollars or Renminbi or (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro nor Hong Kong dollars or Renminbi or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro

“Interest Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date

“Interest Period Date” means each Interest Payment Date unless otherwise specified in the relevant Final Terms

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc, as amended and updated as at the Issue Date of the first Tranche of Notes which are available on request from the Issuer

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

“Redemption Amount” means the Final Redemption Amount, the Early Redemption Amount, the Make-whole Redemption Amount or the Optional Redemption Amount, as the case may be, of the Note, which in each case, unless specified in the relevant Final Terms, shall be its nominal amount

“Reference Banks” means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Calculation Agent

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

“Relevant Screen Page” means such page, section, caption, column or other part of a particular information service as may be specified in the relevant Final Terms

“RMB Note” means a Note denominated in Renminbi

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

“**TARGET System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

(j) Calculation Agent

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding (as defined in the French Law Agency Agreement). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount, Make-whole Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(k) RMB Notes

Notwithstanding the foregoing, each RMB Note which is a Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate per annum equal to the Rate of Interest. For the purposes of calculating the amount of interest, if any Interest Payment Date would otherwise fall on a day which is not a Business Day, it shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month in which case it shall be brought forward to the immediately preceding Business Day. Interest will be payable in arrear on each Interest Payment Date.

The Calculation Agent will, as soon as practicable after 11.00 a.m. (Hong Kong time) on each Interest Determination Date, calculate the amount of interest payable per Specified Denomination for the relevant Interest Accrual Period. The determination of the amount of interest payable per Specified Denomination by the Calculation Agent shall (in the absence of manifest error and after confirmation by the Issuer) be final and binding upon all parties.

The Calculation Agent will cause the amount of interest payable per Specified Denomination for each Interest Accrual Period and the relevant Interest Payment Date to be notified to each of the Paying Agents and to be notified to Noteholders as soon as possible after their determination but in no event later than the fourth Business Day thereafter. The amount of interest payable per Specified Denomination and Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Accrual Period. If the Notes become due and payable under Condition 9, the accrued interest per Specified Denomination shall nevertheless continue to be calculated as previously by the Calculation Agent in accordance with this provision but no publication of the amount of interest payable per Specified Denomination so calculated need be made.

Interest shall be calculated in respect of any period by applying the Rate of Interest to the Specified Denomination, multiplying such product by the actual number of days in the relevant Interest Accrual Period or, as applicable, other period concerned and dividing it by 365, and rounding the resultant figure to the nearest Renminbi sub-unit, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

5 Redemption, Purchase and Options

(a) Redemption by Instalments and Final Redemption

- (i) Unless previously redeemed or purchased and cancelled as provided in this Condition 5, each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed

on each Instalment Date at the related Instalment Amount specified hereon. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

- (ii) Unless previously redeemed or purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which is its nominal amount) or, in the case of a Note falling within paragraph (i) above, its final Instalment Amount.

(b) Early Redemption

(i) Zero Coupon Notes

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, upon redemption of such Note pursuant to Condition 5(c), 5(e), 5(f) or 5(g) or upon it becoming due and payable as provided in Condition 9 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified in the relevant Final Terms.
- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the relevant Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 5(c), 5(e), 5(f) or 5(g) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as described in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 4(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

(ii) Other Notes

The Early Redemption Amount payable in respect of any Note (other than Notes described in paragraph (i) above), upon redemption of such Note pursuant to Condition 5(c), 5(e), 4(f) or 5(g) or upon it becoming due and payable as provided in Condition 9, shall be the Final Redemption Amount together with interest accrued to the date fixed for redemption unless otherwise specified in the relevant Final Terms.

(c) Redemption for Taxation Reasons

- (i) If, by reason of any change in the applicable law of the jurisdiction of incorporation of the Issuer (the “**Relevant Taxing Jurisdiction**”) or in each case, any political subdivision or any authority therein or thereof having power to tax, or any change in the official application or interpretation of any such law, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment of principal or interest and other revenues due in respect of the Notes not be able to make such payment without having to pay additional amounts as specified under Condition 7, the Issuer may, at its option, on any Interest Payment Date or, if so specified hereon, at any time, subject to

having given not more than 45 nor less than 30 days' prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 13 redeem all, but not some only, of the Notes at their Redemption Amount together with any interest accrued to the date set for redemption provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and interest without withholding for taxes in the Relevant Taxing Jurisdiction.

- (ii) If the Issuer would on the next payment of principal or interest and other revenues in respect of such Notes, be prevented by French law from making payment to the Noteholders or Couponholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 7, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall, upon giving not less than seven nor more than 30 days' irrevocable prior notice to the Noteholders in accordance with Condition 13, redeem all, but not some only, of the Notes then outstanding at their Redemption Amount together with any interest accrued to the date set for redemption on (A) the latest practicable Interest Payment Date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes, provided that if such notice would expire after such Interest Payment Date, the date for redemption pursuant to such notice of Noteholders shall be the later of (i) the latest practicable date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes and (ii) 14 days after giving notice to the Fiscal Agent as aforesaid or (B) if so specified on this Note, at any time, provided that the due date for redemption of which notice hereunder shall be given shall be the latest practicable date at which the Issuer could make payment of the full amount payable in respect of the Notes, Receipts or Coupons or, if that date is passed, as soon as practicable thereafter.

(d) *Make-whole Redemption by the Issuer*

Unless specified in the relevant Final Terms as being not applicable, the Issuer (other than in the case of Zero Coupon Notes) may, having given:

- (i) not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 13 (or such other notice period as may be specified in the relevant Final Terms); and
- (ii) not less than 15 days before the giving of the notice referred to in paragraph (i) above, notice to the Fiscal Agent, the Calculation Agent and such other parties as may be specified in the Final Terms,

(which notices shall be irrevocable and shall specify the date fixed for redemption (each such date, a "**Make-whole Redemption Date**")) redeem all (but not some only) of the Notes then outstanding at any time prior to their Maturity Date at their relevant Make-whole Redemption Amount. On or not later than the Business Day immediately following the Calculation Date, the Calculation Agent shall notify the Issuer, the Fiscal Agent, the Noteholders and such other parties as may be specified in the Final Terms of the Make-whole Redemption Amount. All Notes in respect of which any such notice referred to in subparagraph (ii) above is given shall be redeemed on the relevant Make-whole Redemption Date in accordance with this Condition.

For the purposes of this Condition, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"Benchmark Rate" means the average of the four quotations given by the Reference Dealers on the Calculation Date at 11.00 a.m. (Central European time (CET)) of the mid-market annual yield to maturity of the Reference Bond specified in the relevant Final Terms. If the Reference Bond is no longer outstanding, a Similar Security will be chosen by the Calculation Agent at 11.00 a.m. (Central European time (CET)) on the Calculation Date, quoted in writing by the Calculation Agent to the Issuer and published in accordance with Condition 13. The Benchmark Rate will be published by the Issuer in accordance with Condition 13.

"Calculation Date" means the third Business Day (as defined in Condition 4(i)) prior to the Make-whole Redemption Date.

“Make-whole Margin” means the rate per annum specified in the relevant Final Terms.

“Make-whole Redemption Amount” means, in respect of each Calculation Amount, an amount in the Specified Currency of the relevant Notes, determined by the Calculation Agent, equal to the sum of:

- (i) the greater of (x) the Final Redemption Amount of such Notes and (y) the sum of the present values as at the Make-whole Redemption Date of the remaining scheduled payments of principal and interest on such Notes (excluding any interest accruing on such Notes from, and including, the Specified Interest Payment Date or, as the case may be, the Interest Commencement Date, immediately preceding such Make-whole Redemption Date to, but excluding, the Make-whole Redemption Date) discounted from the Maturity Date to the Make-whole Redemption Date on the basis of the relevant Day Count Fraction at a rate equal to the Make-whole Redemption Rate; and
- (ii) any interest accrued but not paid on such Note from, and including, the Specified Interest Payment Date or, as the case may be, the Interest Commencement Date, immediately preceding such Make-whole Redemption Date, to, but excluding, the Make-whole Redemption Date.

“Make-whole Redemption Rate” means the sum, as calculated by the Calculation Agent, of the Benchmark Rate and the Make-whole Margin.

“Reference Dealers” means each of the four banks selected by the Calculation Agent which are primary European government security dealers, and their respective successors, or makers in pricing corporate bond issues.

“Similar Security” means a reference bond or reference bonds issued by the issuer of the Reference Bond having an actual or interpolated maturity comparable with the remaining term of the Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

(e) *Redemption at the Option of the Issuer and Exercise of Issuer’s Options*

If a Call Option is specified as being applicable in the relevant Final Terms, the Issuer may, on giving not less than 15 nor more than 30 days’ irrevocable notice to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem all or, if so provided, some, of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount (which, in the case of Zero Coupon Notes, may be the Early Redemption Amount (as described in Condition 5(b) above)) together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified hereon and no greater than the Maximum Redemption Amount to be redeemed specified hereon.

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

In the case of a partial redemption of Dematerialised Notes, the redemption may be effected by reducing the nominal amount of all such Dematerialised Notes in a Series in proportion to the aggregate nominal amount redeemed in which case any payments of interest or other amounts under such Notes shall be calculated in accordance with such outstanding amount of Notes after such reduction subject to compliance with any other applicable laws and stock exchange requirements.

In the case of a partial redemption of Materialised Notes, the notice to Noteholders shall also contain the certificate numbers of the Notes to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange requirements. So long as the Notes are listed and admitted to trading on Euronext Paris and/or on any other stock exchange and the rules of such stock exchange so require, the Issuer shall, once in each year in which there has been a partial redemption of the Notes, cause to be published in accordance with Articles 221-3 and 211-4 of the *Règlement Général* of the *Autorité des marchés financiers* (“AMF”) and on the website of any other

competent authority and/or other stock exchange where the Notes are listed and admitted to trading, a notice as provided in Condition 13 specifying the aggregate nominal amount of Notes outstanding and a list of the Notes drawn for redemption but not surrendered.

(f) Clean-up Call Option

If a Clean-up Call Option is specified as being applicable in the relevant Final Terms, the Issuer may, at any time, on giving not less than 15 nor more than 45 days' irrevocable notice to the Noteholders (or such other period as may be specified in the Final Terms), redeem all but not some only of the Notes for the time being outstanding, if, immediately prior to the date that such notice is given, the Minimum Percentage or less of the aggregate nominal amount originally issued of the Notes of the relevant Series remain outstanding (the "Minimum Percentage" being the percentage amount specified in the relevant Final Terms), provided that those Notes of such Series that are no longer outstanding have not been redeemed (and subsequently cancelled) by the Issuer at the option of the Issuer pursuant to Condition 5(e). Any such redemption shall be at the Early Redemption Amount (the "**Clean-up Call Amount**") together with any interest accrued to the date fixed for redemption.

(g) Redemption at the Option of Noteholders

If a Put Option is specified as being applicable in the relevant Final Terms, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified hereon) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount (which may be the Early Redemption Amount (as described in Condition 5(b) above)) together with interest accrued to the date fixed for redemption.

To exercise such option the holder must, in the case of Dematerialised Notes transfer, or cause to be transferred, the Dematerialised Notes to be redeemed to the account of the Paying Agent specified in the Exercise Notice (as defined below), and in the case of Materialised Notes, deposit such Materialised Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent at its specified office, together, in each case, with a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent within the notice period. No Note so deposited and option exercised may be withdrawn (except as provided in the French Law Agency Agreement) without the prior consent of the Issuer.

(h) Purchases

The Issuer and any of its respective Subsidiaries may at any time purchase Notes (provided that, in the case of Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.

All Notes which are purchased by the Issuer or any of its respective Subsidiaries and may, subject to the applicable law of the jurisdiction of the Issuer, be held, reissued or resold, provided that, all Notes issued by, and purchased, by the Issuer may be held and resold for the purpose of enhancing the liquidity of the Notes in accordance with Articles L.213-1 A and D.213-1-A of the French *Code monétaire et financier*.

(i) Cancellation

All Notes which are redeemed or purchased for cancellation by the Issuer or any of its respective Subsidiaries may be surrendered for cancellation, in the case of Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised Notes, by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to the Fiscal Agent and shall be cancelled forthwith (together with, in the case of Dematerialised Notes, all rights relating to payment of interest and other amounts relating to such Dematerialised Notes and, in the case of Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes

shall be discharged. For so long as the Notes are admitted to trading on the regulated market of and listed on Euronext Paris, the Issuer will forthwith inform Euronext Paris of any such cancellation.

6 Payments and Talons

(a) *Method of Payment*

(i) Dematerialised Notes

Payments of principal and interest in respect of the Dematerialised Notes (i) in the case of Dematerialised Notes in bearer form (*au porteur*) or administered registered form (*au nominative administré*), be made by transfer to the account (denominated in the Specified Currency) of the relevant Euroclear France Account Holders for the benefit of the Noteholders and (ii) in the case of Dematerialised Notes in fully registered form (*au nominatif pur*), to accounts (denominated in the relevant Specified Currency) with a Bank (as defined below) designated by the relevant Noteholder. All payments validly made to such accounts of such Euroclear France Account Holders or Bank will be an effective discharge of the Issuer in respect of such payments.

In this Condition 6, “**Bank**” means a bank in the principal financial centre for the relevant Specified Currency (which in the case of Renminbi, means Hong Kong, in the case of Australian dollars, means Sydney and, in the case of Canadian dollars, means Montreal) or, in the case of euro, in a city in which banks have access to the TARGET System.

(ii) Materialised Notes

Payments of principal and interest in respect of Materialised Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Materialised Note), Materialised Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 6(e)(vi)) or Coupons (in the case of interest, save as specified in Condition 6(e)(vi)), as the case may be:

- (x) in the case of a currency other than Renminbi, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the TARGET System; and
- (y) in the case of Renminbi, by transfer to a Renminbi account maintained by or on behalf of the holder with a bank in Hong Kong.

(b) *Payments in the United States*

Notwithstanding the foregoing, if any Materialised Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on such Materialised Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(c) *Payments subject to Fiscal Laws*

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 7. No commission or expenses shall be charged to

the holders of any Notes, or, where applicable in the case of Materialised Notes, any related Receipts of Coupons in respect of such payments.

(d) Appointment of Agents

The Fiscal Agent, the Paying Agents, the Calculation Agent(s), the Redenomination Agent and the Consolidation Agent initially appointed by the Issuer and its respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Calculation Agent(s), the Redenomination Agent and the Consolidation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any holder of any Note or Coupon. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any Paying Agent, the Calculation Agent(s), the Redenomination Agent or the Consolidation Agent and to appoint additional or other Paying Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent and, where applicable, a Redenomination Agent and a Consolidation Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) Paying Agents having specified offices in (A) so long as the Notes are listed on Euronext Paris and the rules of that exchange so require, Paris and (B) so long as the Notes are listed on any other stock exchange and the rules of such stock exchange so require, a specified city of the country of such stock exchange, and (iv) such other agents as may be required by the rules of any other stock exchange on which the Notes may be admitted to trading.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Materialised Notes denominated in U.S. dollars in the circumstances described in paragraph (b) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 13.

(e) Unmatured Coupons and Receipts and unexchanged Talons

- (i) Unless the Materialised Notes provide that the relative Coupons are to become void upon the due date for redemption of those Materialised Notes, Materialised Notes should be surrendered for payment together with all unmaturing Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmaturing Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmaturing Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).
- (ii) Upon the due date for redemption of any Materialised Note, unmaturing Coupons relating to such Materialised Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Materialised Note, any unexchanged Talon relating to such Materialised Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Upon the due date for redemption of any Materialised Note that is redeemable in instalments, all Receipts relating to such Materialised Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (v) Where any Materialised Note that provides that the relative unmaturing Coupons are to become void upon the due date for redemption of those Materialised Notes is presented for redemption without all unmaturing Coupons, and where any Materialised Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

- (vi) If the due date for redemption of any Materialised Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Materialised Note. Interest accrued on a Materialised Note that only bears interest after its Maturity Date shall be payable on redemption of such Materialised Note against presentation of the relevant Materialised Note.

(f) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Materialised Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 8).

(g) Non-Business Days

If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment.

In this paragraph, “**business day**” means a day (other than a Saturday or a Sunday):

- (i) (x) in the case of Dematerialised Notes, on which Euroclear France is open for business or (y) in the case of Materialised Notes, on which banks and foreign exchange markets are open for business in the relevant place of presentation;
- (ii) in such jurisdictions as shall be specified as “**Financial Centres**” hereon; and
- (iii) (x) (in the case of a payment in a currency other than euro and Renminbi) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or (y) (in the case of a payment in euro) which is a TARGET Business Day or (z) (in the case of a payment in Renminbi) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong.

(h) Payment of U.S. Dollar Equivalent

Notwithstanding any other provision in these Conditions, if an Inconvertibility, Non-Transferability or Illiquidity (each as defined below) occurs, or if Renminbi is otherwise not available to the Issuer and such unavailability has been confirmed by a Renminbi Dealer, following which the Issuer is unable to satisfy payments of principal or interest (in whole or in part) in respect of RMB Notes, the Issuer on giving not less than five (5) nor more than thirty (30) days irrevocable notice to the Noteholders prior to the due date for payment, may settle any such payment (in whole or in part) in U.S. dollars on the due date at the U.S. Dollar Equivalent of any such Renminbi denominated amount.

In such event, payments of the U.S. Dollar Equivalent of the relevant principal or interest in respect of the Notes shall be made by transfer to the U.S. dollar account of the relevant Account Holders for the benefit of the Noteholders. For the avoidance of doubt, no such payment of the U.S. Dollar Equivalent shall by itself constitute a default in payment within the meaning of Condition 9.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6(h) by the RMB Rate Calculation Agent, will (in the absence of manifest error) be binding on the Issuer, the Agents and all Noteholders.

For the purposes of this Condition 6(h):

“**Governmental Authority**” means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong.

“Illiquidity” means that the general Renminbi exchange market in Hong Kong becomes illiquid, other than as a result of an event of Inconvertibility or Non-Transferability, as determined by the Issuer in good faith and in a commercially reasonable manner following consultation with two Renminbi Dealers.

“Inconvertibility” means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of RMB Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of such RMB Notes and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

“Non-Transferability” means the occurrence of any event that makes it impossible for the Issuer to deliver Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the relevant RMB Notes and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

“Renminbi Dealer” means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong reasonably selected by the Issuer.

“RMB Note” means a Note denominated in Renminbi.

“RMB Rate Calculation Agent” means the agent appointed from time to time by the Issuer for the determination of the RMB Spot Rate or identified as such in the relevant Final Terms.

“RMB Rate Calculation Business Day” means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong and in New York City.

“RMB Rate Calculation Date” means the day which is two RMB Rate Calculation Business Days before the due date for payment of the relevant Renminbi amount under the Conditions.

“RMB Spot Rate” for a RMB Rate Calculation Date means the spot CNY/U.S. dollar exchange rate for the purchase of U.S. dollars with CNY in the over-the-counter CNY exchange market in Hong Kong for settlement on the relevant due date for payment, as determined by the RMB Rate Calculation Agent at or around 11 a.m. (Hong Kong time) on such RMB Rate Calculation Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If such rate is not available, the RMB Rate Calculation Agent will determine the RMB Spot Rate at or around 11 a.m. (Hong Kong time) on the RMB Rate Calculation Date as the most recently available CNY/U.S. dollar official fixing rate for settlement on the relevant due date for payment reported by the State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuter Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

“U.S. Dollar Equivalent” means the relevant Renminbi amount converted into U.S. dollars using the RMB Spot Rate for the relevant RMB Rate Calculation Date, as calculated by the RMB Rate Calculation Agent.

7 Taxation

(a) Tax Exemption

All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of 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 the Relevant Taxing Jurisdiction as defined in Condition 5(c)(i) or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

(b) Additional Amounts

If the applicable law of any Relevant Taxing Jurisdiction should require that payments or principal or interest in respect of any Note or, in the case of Materialised Notes, Receipt or Coupon, be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied by or on behalf of such Relevant Taxing Jurisdiction or any authority therein or thereof having power to tax, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that the Noteholders, the Receiptholders or the Couponholders, after such deduction or withholding, will receive the full amount then expressed to be due and payable thereon in the absence of such deduction or withholding, provided, however, that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

- (i) to, or to a third party on behalf of, a holder who is subject to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with such Relevant Taxing Jurisdiction other than the mere holding of the Note, Receipt or Coupon; or
- (ii) in the case of Materialised Notes, presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting it for payment on the 30th such day.

As used in these Conditions, “**Relevant Date**” means in respect of any Note, Receipt or Coupon, the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note, Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation, in the case of Materialised Notes. References in these Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Make-whole Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 5 or any amendment or supplement to it, (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it and (iii) “**principal**” and/or “**interest**” shall be deemed to include any additional amounts that may be payable under this Condition.

8 Prescription

Claims against the Issuer for payment in respect of the Notes, Receipts and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 7) in respect of them.

9 Events of Default

If any of the following events (“**Events of Default**”) occurs, the Representative (as defined in Condition 10), upon request of the Noteholders following a General Meeting, may give written notice to the Issuer (through the Fiscal Agent at its specified office) that all Notes are immediately repayable, whereupon the Early Redemption Amount of such Notes together with accrued interest to the date of payment shall become immediately due and payable without further formality, unless such event of default shall have been remedied prior to the receipt of such notice by the Fiscal Agent:

(a) Non-Payment

any amount of principal of, or interest on, any Note is not paid on the due date for payment thereof and such default is not remedied within a period of five business days (as defined in Condition 6(g)) from such due date; or

(b) Breach of Other Obligations

any other obligation of the Issuer under the Notes is not complied with or performed within a period of 15 business days (as defined in Condition 6(g)) after receipt by the Fiscal Agent of written notice of such default given by any Noteholder; or

(c) Cross-Default

any other present or future indebtedness of the Issuer or any Principal Subsidiary (other than Non-Recourse Subsidiaries which are not Excluded Subsidiaries) for borrowed moneys in excess of Euro 40,000,000 (or its equivalent in any other currency), whether individually or in the aggregate, (i) becomes due and payable prior to its stated maturity as a result of a default thereunder or, in such case, enforcement of any security in respect of any such indebtedness is commenced by appropriate legal proceedings (unless contested in good faith and by appropriate legal proceedings), or (ii) is not paid when due or, as the case may be, within any applicable grace period therefore or, in such case, enforcement of any security in respect of any such indebtedness is commenced by appropriate legal proceedings; or any guarantee or indemnity given by the Issuer or any Principal Subsidiary (other than Non-Recourse Subsidiaries which are not Excluded Subsidiaries) for, or in respect of, any such indebtedness of others shall not be honoured when due and called upon (unless contested in good faith and by appropriate proceedings); or

(d) Insolvency

any of the Issuer or any Principal Subsidiary (other than Non-Recourse Subsidiaries which are not Excluded Subsidiaries) makes any proposal for a general moratorium in relation to its debt or applies for the appointment of a *mandataire ad hoc* or enters into an amicable settlement (*procédure de conciliation*) with its creditors or a judgment is issued for the judicial liquidation (*liquidation judiciaire*) or for a transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer or any Principal Subsidiary (other than as aforesaid) or, to the extent permitted by applicable law, the Issuer or any Principal Subsidiary (other than as aforesaid) is subject to any other insolvency or bankruptcy proceedings; or any corporate action, legal proceedings or other procedure, application or step is taken by the Issuer or any Principal Subsidiary (other than as aforesaid) for it being declared in bankruptcy (*faillissement*), suspension of payments (*surseance van betaling*), emergency regulation (*noodregeling*), company reorganisation (*företagsrekonstruktion*) or similar situation under any applicable law or any other procedure having the effect that the Issuer or any Principal Subsidiary (other than as aforesaid) loses the free management or ability to dispose of its property is commenced by the Issuer or any Principal Subsidiary (other than as aforesaid) (irrespective of whether that procedure is provisional or final) or any legal proceedings or other procedure, application or step is taken by a third party for the Issuer or any Principal Subsidiary (other than as aforesaid) being declared in bankruptcy (*faillissement*), suspension of payments (*surseance van betaling*), emergency regulation (*noodregeling*), company reorganisation (*företagsrekonstruktion*) (irrespective of whether that procedure is provisional or final); or any other procedure having the effect that the Issuer or any Principal Subsidiary (other than as aforesaid) loses the free management or ability to dispose of its property is commenced by a third party; or the Issuer or any Principal Subsidiary offers or enters into a composition with all its creditors generally (*buitengerechtigd akkoord*); or any similar measure under applicable law; or any equivalent procedure or measure to any of the aforesaid is taken in the jurisdiction of incorporation of such Issuer or such Principal Subsidiary; or

(e) Illegality

it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under the Notes or; or

(f) Cessation of Business

any of the Issuer or any Principal Subsidiary ceases to carry on all or a material part of its business or other operations, except for the purposes of and followed by a merger (*fusion*) or reorganisation (*cession, scission* or *apport partiel d'actifs*) or any procedure analogous thereto under the law

applicable to the relevant Issuer or Principal Subsidiary, provided that (i) such merger, reorganisation or analogous procedure takes place on terms approved by an Extraordinary Resolution of the Noteholders, or (ii) in the case of a Principal Subsidiary (other than Non-Recourse Subsidiaries which are not Excluded Subsidiaries) the undertaking and assets of such Principal Subsidiary are transferred to or otherwise vested in the Issuer or another Principal Subsidiary (other than Non-Recourse Subsidiaries which are not Excluded Subsidiaries), or (iii) in the case of a Principal Subsidiary (other than Non-Recourse Subsidiaries which are not Excluded Subsidiaries), pursuant to a voluntary solvent winding-up where surplus assets are available for distribution; or

For the purposes of this Condition:

“Excluded Subsidiary” means any Non-Recourse Subsidiary which is subject to a default set out in paragraph (c) above or to any of the insolvency events set out in paragraph (d) above and whose Value, together with the total Value of all Principal Subsidiaries subject to such a default set out in paragraph (c) above or, as the case may be, any such insolvency events set out in paragraph (d) above, exceeds at any relevant time 40 per cent. of the total Value of the Issuer.

“Non-Recourse Subsidiaries” means any Principal Subsidiary whose Non-Recourse Indebtedness represents at any relevant time (i) more than 50 per cent. of its aggregate indebtedness for borrowed money and (ii) more than Euro 15,000,000 as appearing in its latest published financial statements.

“Non-Recourse Indebtedness” means any present or future indebtedness of any Principal Subsidiary with respect to which there is no contractual recourse against the Issuer or any other Subsidiary of the Issuer other than (i) recourse resulting from a pledge of shares of such Principal Subsidiary held by the Issuer or any Subsidiary of the Issuer in order to secure such indebtedness, (ii) recourse resulting from commitments entered into by the Issuer prior to 31 December 2007 or (iii) recourse against any Subsidiary of such Principal Subsidiary to secure such indebtedness.

“Principal Subsidiary” means, at any relevant time, a Subsidiary of the Issuer:

- whose Value represents not less than 7 per cent. of the total Value of the Issuer.

For the purposes of this definition and the definition of “Excluded Subsidiary”, **“Value”** means (A) with respect to any entity fully or proportionally consolidated by the Issuer, the revalued value (as defined below) of the Issuer’s assets, (B) with respect to any entity consolidated under the equity method by the Issuer, the value of such entity’s equity, calculated on the basis of the revalued value of such entity’s assets, in accordance with the accounting principles adopted by the Issuer for its financial statements for the most recent financial year and in proportion to the stake held by the Issuer, and (C) with respect to the Issuer, the total Value, determined in accordance with (A) and (B) above, of all assets and of all entities in which the Issuer holds, directly or indirectly, an equity interest as they appear in the latest published audited consolidated balance sheet of the Issuer. The **“revalued value”** of an asset for the purpose of this definition means the value of that asset determined by reference to valuations provided by independent appraisers for real estate assets and included in the latest published audited accounts (on a consolidated basis if such accounts are prepared) of the Issuer or the relevant Subsidiary, as the case may be, as the value of that asset.

In the event that, for any reason, the calculations of the Value of a Subsidiary or the Issuer are not available after the close of any financial year at a time when it is necessary to determine whether a Subsidiary is a Principal Subsidiary, **“Principal Subsidiary”** shall mean, with respect to such year, a Subsidiary of the Issuer whose operating income (or, where the Subsidiary in question prepares consolidated accounts, whose consolidated operating income) attributable to the Issuer represents not less than 7 per cent. of the consolidated operating income of the Issuer, all as calculated by reference to the then latest audited accounts (or consolidated accounts, as the case may be) of such Subsidiary and the then latest audited consolidated accounts of the Issuer and its consolidated Subsidiaries; or

to which is transferred all or substantially all the assets and undertakings of a Subsidiary which, immediately prior to such transfer, is a Principal Subsidiary.

10 Meetings of Noteholders and Modification

(a) *Meetings of Noteholders*

In respect of the representation of the Noteholders, the following shall apply:

- (a) If the applicable Final Terms specify “Full Masse”, the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a masse (in each case, the “**Masse**”) and the provisions of the French *Code de commerce* relating to the Masse shall apply subject to the below provisions of this Condition 10(a).

The names and addresses of the initial representative (the “**Representative**”) of the *Masse* and its alternate will be set out in the applicable Final Terms. The Representative appointed in respect of the first Tranche of any Series of Notes will be the representative of the single *Masse* of all Tranches in such Series.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the applicable Final Terms.

In the event of death, retirement or revocation of appointment of the Representative, such Representative will be replaced by another Representative. In the event of the death, retirement or revocation of appointment of the alternate Representative, an alternate will be elected by the General meeting of the Noteholders (the “**General Meeting**”).

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

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

- (b) If the applicable Final Terms specify “Contractual Masse”, the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a masse (in each case, the “**Masse**”) which will be subject to the below provisions of this Condition 10(b).

The *Masse* will be governed by the provisions of the French *Code de commerce* with the exception of Articles L.228-48, L.228-59, L.228-65 II, R.228-63, R.228-67 and R.228-69 of the French *Code de commerce* and subject to the following provisions:

(i) *Legal Personality*

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

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

(ii) *Representative*

The office of Representative may be conferred on a person of any nationality. However, the following persons may not be chosen as Representatives:

- (A) the Issuer, the members of its Board of Directors (*Conseil d'administration*), its general managers (*directeurs généraux*), its statutory auditors, or its employees as well as their ascendants, descendants and spouse; or
- (B) companies guaranteeing all or part of the obligations of the Issuer, their respective managers (*gérants*), general managers, members of their Board of

Directors (*Conseil d'administration*), Management Board (*Directoire* or *Comité de Direction*), or Supervisory Board (*Conseil de surveillance*), their statutory auditors, or employees as well as their ascendants, descendants and spouse; or

- (C) companies holding 10 per cent. or more of the share capital of the Issuer or companies having 10 per cent. or more of their share capital held by the Issuer; or
- (D) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

The names and addresses of the initial Representative of the *Masse* and its alternate will be set out in the applicable Final Terms. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single *Masse* of all Tranches in such Series.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the applicable Final Terms.

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

All interested parties will at all times have the right to obtain the name and address of the Representative and the alternate Representative at the head office of the Issuer and the specified offices of any of the Paying Agents.

(iii) *Powers of Representative*

The Representative shall have the power to take all acts of management necessary in order to defend the common interests of the Noteholders.

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

The Representative may not be involved in the management of the affairs of the Issuer.

(iv) *General Meeting*

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

Notice of the date, hour, place and agenda of any General Meeting will be published as provided under Condition 13.

Each Noteholder has the right to participate in a General Meeting in person or by proxy. Each Note carries the right to one vote or, in the case of Notes issued with more than one Specified Denomination, one vote in respect of each multiple of the lowest Specified Denomination comprised in the principal amount of the Specified Denomination of such Note.

(v) *Powers of the General Meetings*

The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative and the alternate Representative and to act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the Notes, including authorising the Representative to act (in legal proceedings) as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase amounts payable by Noteholders, nor establish any unequal treatment between the Noteholders.

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

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

Decisions of General Meetings must be published in accordance with the provisions in Condition 13.

(vi) *Written resolution and electronic consent*

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

Notice seeking the approval of a Written Resolution (including by way of Electronic Consent) will be published as provided under Condition 13 not less than 15 calendar days prior to the date fixed for the passing of such Written Resolution (the "**Written Resolution Date**"). Notices seeking the approval of a Written Resolution will contain the procedure to be followed by the Noteholders who wish to express their approval or rejection of such proposed Written Resolution. Noteholders expressing their approval or rejection before the Written Resolution Date will undertake not to disclose of their Notes until after the Written Resolution Date.

For the purpose hereof, a "**Written Resolution**" means a resolution in writing signed by the holders of not less than 90 per cent. in nominal amount of the Notes outstanding.

(vii) *Information to Noteholders*

Each Noteholder or Representative thereof will have the right, during the 15-day period preceding the holding of each General Meeting, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the General Meeting, all of which will be available for inspection by the

relevant Noteholders at the principal office of the Issuer, at the specified offices of any of the Paying Agents and at any other place specified in the notice of the General Meeting.

In respect of paragraph (a) and (b) above, the Noteholders of the same Series, and the holders of Notes of any other Series which have been consolidated (*assimilées* for the purposes of French law) with the Notes of such first mentioned Series in accordance with Condition 13, shall, for the defence of their respective common interests, be grouped in a single Masse. The Representative appointed in respect of the first Series of Notes issued will be the Representative of the single Masse of all such Series.

For the avoidance of doubt, in this Condition 10, "outstanding" shall not include those Notes that are held by the Issuer and not cancelled.

(b) Modification of French Law Agency Agreement

The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the French Law Agency Agreement if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

11 Replacement of Notes, Receipts, Coupons and Talons

If any Materialised Note and/or any Receipt, Coupon or Talon appertaining thereto is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations, at the specified office of the Paying Agent in Luxembourg or such other Paying Agent as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Materialised Note and/or any Receipt, Coupon or Talon appertaining thereto is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Materialised Notes and/or, as the case may be, any Receipt, Coupon or further Coupon appertaining thereto) and otherwise as the Issuer may require. Mutilated or defaced Materialised Notes and/or any Receipt, Coupon or Talon appertaining thereto must be surrendered before replacements will be issued.

12 Further Issues and Consolidation

The Issuer may from time to time without the consent of the Noteholders or Couponholders or Receiptholders create and issue further notes having the same terms and conditions as the Notes (so that, for the avoidance of doubt, references in the conditions of such notes to "**Issue Date**" shall be to the first issue date of the Notes) and so that the same shall be assimilated (*assimilées*) and form a single series with such Notes, and references in these Conditions to "**Notes**" shall be construed accordingly.

The Issuer may from time to time on any Interest Payment Date occurring on or after the date specified for a Redenomination of the Notes pursuant to Condition 1(f), on giving not less than 30 days' prior notice to the Noteholders in accordance with Condition 13, without the consent of the holders of any Notes or, if applicable, any related Coupon, consolidate the Notes with one or more issues of other notes issued by it, whether or not originally issued in one of the European national currencies or in euro, provided such other notes have been redenominated in euro (if not originally denominated in euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Notes.

13 Notices

- (a) Subject to Condition 13(d), notices to the holders of Dematerialised Notes in registered form (au nominatif) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth (4th) weekday (being a day other than a Saturday or a Sunday) after the mailing, or, (ii) at the option of the Issuer, they are published in a leading daily newspaper of general circulation in Europe or (iii) they are published

in accordance with Articles 221-3 and 221-4 of the Règlement Général of the AMF; provided that, so long as such Notes are admitted to trading on any stock exchange and the rules applicable to such stock exchange so require, notices shall be valid if published in a daily newspaper with general circulation in the city/ies where the stock exchange on which such Notes is/are admitted to trading is located and as otherwise required by the applicable rules of that stock exchange, as the case may be.

- (b) Notices to the holders of Materialised Notes and Dematerialised Notes in bearer form (au porteur) shall be valid if published in a daily leading newspaper of general circulation in Europe and so long as such Notes are admitted to trading on any stock exchange and the rules applicable to such stock exchange so require, in a leading daily newspaper with general circulation in the city/ies where the stock exchange on which such Notes is/are admitted to trading is located and as otherwise required by the applicable rules of that stock exchange, as the case may be.
- (c) If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe, provided that so long as such Notes are admitted to trading on any stock exchange, notice shall be published as otherwise required by the applicable rules of that stock exchange, as the case may be. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Holders of Coupons shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Materialised Notes in accordance with this Condition.
- (d) Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) (au nominatif ou au porteur) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream, Luxembourg and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication as required by Conditions 12 (a), (b) and (c) above; except that (i) so long as such Notes are listed on any stock exchange and the rules applicable to such stock exchange so require, notices shall also be published in a daily newspaper with general circulation in the city/ies where the stock exchange on which such Notes are admitted to trading is/are located and as otherwise required by the applicable rules of that stock exchange, as the case may be and (ii) notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 12 shall also be published in a leading newspaper of general circulation in Europe.

14 Currency Indemnity

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note, Coupon or Receipt is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or any of its Principal Subsidiaries (other than Non-Recourse Subsidiaries) or otherwise) by any Noteholder or Couponholder 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 currency of payment under the relevant Note, Coupon or Receipt that the recipient 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 the amount received or recovered is less than the amount expressed to be due to the recipient under any Note, Coupon or Receipt, the Issuer, shall indemnify it against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it shall be sufficient for the Noteholder, Receiptholder or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. 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 Noteholder, Receiptholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note, Coupon or Receipt or any other judgment or order.

15 No Hardship

For the avoidance of doubt, the Issuer and the holders of any Notes and, in the case of Dematerialised Notes, where applicable, any Receipts or Coupons acknowledge and agree that the provisions of Article 1195 of the French Code civil shall not apply to these Conditions.

16 Governing Law, Jurisdiction and Service of Process

(a) *Governing Law*

The Notes, the Receipts, the Coupons, the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, French law.

(b) *Jurisdiction*

Any claim against the Issuer in connection with any Notes, Receipts, Coupons or Talons may, be brought before the competent courts in Paris, subject to mandatory provisions of French law.

SUMMARY OF PROVISIONS RELATING TO THE ENGLISH LAW NOTES WHILE IN GLOBAL FORM

Initial Issue of Notes

If the Global Notes are stated in the applicable Final Terms to be issued in 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. 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 CGN form may be delivered on or prior to the original issue date of the Tranche to a Common Depository.

If the Global Note is a CGN, upon the initial deposit of a Global Note with a common depository for Euroclear and Clearstream (the “**Common Depository**”), Euroclear or Clearstream will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. In the case of a Tranche of Notes where Euroclear France is acting as a central depository, Euroclear France upon initial deposit of a Global Note with it will credit each “*intermédiaires financiers habilités*” (French credit institutions or investment firms authorised to maintain securities accounts on behalf of their clients (each an “**Approved Intermediary**”) including the correspondents of Euroclear and Clearstream in Euroclear France with the nominal amount of Notes they are entitled to according to the records of Euroclear France. Each Approved Intermediary will likewise credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid, and in the case of Notes held through Euroclear or Clearstream, Euroclear or Clearstream will then likewise credit each person appearing in the records maintained by each of them as entitled to such Notes with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. Notes that are initially deposited with the Common Depository may (if indicated in the relevant Final Terms) also be credited to the accounts of subscribers with Approved Intermediaries or other clearing systems through direct or indirect accounts with Euroclear and Clearstream held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream or other clearing systems, in all cases subject to the rules of such clearing systems from time to time.

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream or any other clearing system or such Approved Intermediary, as the holder of a Note represented by a Global Note, must look solely to Euroclear, Clearstream or such clearing system or such Approved Intermediary (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note and in relation to all other rights arising under the Global Notes, 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 and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note in respect of each amount so paid.

Exchange

Temporary Global Notes

Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date (as defined below):

- (i) if the relevant Final Terms indicate that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see “General Description of the Programme

- United States Selling Restrictions”), in whole, but not in part, for the Definitive Notes defined and described below; and
- (ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the English Law Agency Agreement for interests in a permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes.

Permanent Global Notes

Each permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under “Partial Exchange of Permanent Global Notes”, in part for Definitive Notes:

- if the relevant Final Terms provide that such Global Note is exchangeable at the request of the holder, by the holder giving notice to the Fiscal Agent of its election for such exchange (provided such Notes are issued in one Specified Denomination only); and

otherwise, (1) if the permanent Global Note is held on behalf of Euroclear, Clearstream, Euroclear France or any other relevant clearing system (an “**Alternative Clearing System**”) and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so or (2) if principal in respect of any Notes is not paid when due, by the holder giving notice to the Fiscal Agent of its election for such exchange.

In the event that the permanent Global Note representing such Notes is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. A Noteholder who holds a principal amount of less than the minimum Specified Denomination will not receive a definitive Note in respect of such holding and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

Partial Exchange of Permanent Global Notes

For so long as a permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such permanent Global Note will be exchangeable in part on one or more occasions for Definitive Notes if principal in respect of any Notes is not paid when due.

Delivery of Notes

On or after any due date for exchange, the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes or if the Global Note is an NGN, the Issuer will procure that details of such exchange be entered *pro rata* in the records of the relevant clearing system. In this Base Prospectus, “**Definitive Notes**” means, in relation to any Global Note, the definitive Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Note and a Talon). Definitive Notes will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the English Law Agency Agreement. On exchange in full of each permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

Exchange Date

“**Exchange Date**” means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.

Amendment to Conditions

The temporary Global Notes and permanent Global Notes 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 an overview of certain of those provisions:

Payments

No payment falling due after the Exchange Date will be made on any Global Note unless Exchange for an interest in a permanent Global Note or for Definitive Notes is improperly withheld or refused. Payments on any temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the English Law Agency Agreement. All payments in respect of Notes represented by a Global Note in CGN form will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes. If the Global Note is a NGN, the Issuer shall procure that details of each such payment shall be entered *pro rata* in the records of the relevant clearing system and in the case of payments of principal, the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note will be reduced accordingly. Payments under the NGN will be made to its holder. Each payment so made will discharge the Issuer’s obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge. For the purpose of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of “business day” set out in Condition 6(h) (“Terms and Conditions of the English Law Notes – Non-Business Days”).

All payments in respect of Notes represented by a Global Certificate will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the record date which shall be on the Clearing System Business Day immediately prior to the date for payment, where “**Clearing System Business Day**” means Monday to Friday inclusive except 25 December and 1 January.

Prescription

Claims against the Issuer in respect of Notes that are represented by a permanent Global Note will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 7(b) (“Terms and Conditions of the English Law Notes – Taxation - Additional Amounts”).

Meetings

The holder of a permanent Global Note shall (unless such permanent Global Note represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, as having one vote in respect of each integral currency unit of the Specified Currency of the Notes.

Cancellation

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

Purchase

Notes represented by a permanent Global Note may only be purchased by the Issuer or any of its respective subsidiaries if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

Issuer's Option

Any option of the Issuer provided for in the English Law Conditions of any Notes while such Notes are represented by a permanent Global Note shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the English Law 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 account holders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear, Clearstream (to be reflected in the records of Euroclear and Clearstream as either a pool factor or a reduction in nominal amount, at their discretion) or any other Alternative Clearing System (as the case may be).

Noteholders' Options

Any option of the Noteholders provided for in the English Law 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 English Law 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, where the permanent Global Note is a CGN, presenting the permanent Global Note to the Fiscal Agent, or to a Paying Agent acting on behalf of the Fiscal Agent, for notation. Where the Global Note is a NGN, the Issuer shall procure that details of such exercise shall be entered *pro rata* in the records of the relevant clearing system and the nominal amount of the Notes recorded in those records will be reduced accordingly.

NGN nominal amount

Where the Global Note is a NGN, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.

Events of Default

Each Global Note provides that the holder may cause such Global Note, or a portion of it, to become due and repayable in the circumstances described in Condition 9 ("Terms and Conditions of the English Law Notes – Events of Default") by stating in the notice to the Fiscal Agent the nominal amount of such Global Note that is becoming due and repayable. If principal in respect of any Note is not paid when due, the holder of a Global Note may elect for direct enforcement rights against the Issuer under the terms of an Amended and Restated Deed of Covenant executed as a deed by the Issuer and the Guarantor on 31 July 2017 to come into effect in relation to the whole or a part of such Global Note in favour of the persons entitled to such part of such Global

Note as accountholders with a clearing system. Following any such acquisition of direct rights, the Global Note will become void as to the specified portion.

Notices

So long as any Notes are represented by a Global Note and such Global Note 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 that clearing system for communication by it to entitled accountholders in substitution for publication as required by the English Law Conditions or by delivery of the relevant notice to the holder of the Global Note, except that (i) so long as any Notes are listed on Euronext Paris and the rules of Euronext Paris so require, such notices will be valid if published in accordance with Articles 221-3 and 221-4 of the *Règlement Général* of the AMF and (ii) so long as any Notes are listed on the official list and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and the rules of the Luxembourg Stock Exchange so require, such notices will be valid if published in a daily newspaper with general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) and/or on the website of the Luxembourg Stock Exchange (www.bourse.lu). If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe and, so long as the Notes are listed on any other stock exchange and the relevant rules applying to such listed Notes so require, notices shall be published in a leading daily newspaper with general circulation in the city/ies where such stock exchange(s) is/are situated. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

Redenomination and Consolidation

A Global Note may be amended or replaced by the Issuer (in such manner as it considers necessary, after consultation with the Redenomination Agent and the Consolidation Agent, as the case may be) for the purposes of taking account of the redenomination and/or consolidation of the Notes in accordance with Conditions 1(c) ("Terms and Conditions of the English Law Notes – Form, Denomination, Titre and Redenomination - Redenomination") and 12 ("Terms and Conditions of the English Law Notes – Further Issues and Consolidation"). Any consolidation may require a change in the relevant nominee or depositary for the relevant clearing system(s), as the case may be.

PROVISIONS RELATING TO TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF THE MATERIALISED NOTES

Temporary Global Certificates

A Temporary Global Certificate, without interest Coupons, will initially be issued in connection with Materialised Notes. Upon the initial deposit of such Temporary Global Certificate with a common depository for Euroclear and Clearstream and/or any other clearing system (the “**Common Depository**”), Euroclear or Clearstream will credit the accounts of each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

The Common Depository may also credit with a nominal amount of Notes the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream held by such other clearing systems. Conversely, a nominal amount of Notes that is initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream or other clearing systems.

Exchange

Each Temporary Global Certificate issued in respect of Notes will be exchangeable, free of charge to the holder, on or after its Exchange Date (as defined below):

- (i) if the relevant Final Terms indicates that such Temporary Global Certificate is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see “General Description of the Programme - United States Selling Restrictions”), in whole, but not in part, for the Definitive Materialised Notes and
- (ii) otherwise, in whole but not in part upon certification if required under U.S. Treasury regulation section 1.163-5(c)(2)(i)(D)(3) (or any successor regulation issued under Code section 4701(b) containing rules identical to those applying under U.S. Internal Revenue Code section 163(f)(2)(B)) as to non-U.S. beneficial ownership (in a form which shall be available at the specified offices of any of the Paying Agents) for Definitive Materialised Notes.

While any Materialised Note is represented by a Temporary Global Certificate, any payment payable in respect of such Materialised Note prior to the Exchange Date (as defined below) will be made only to the extent that the certification described in (ii) above has been received by Euroclear and/or Clearstream, and Euroclear and/or Clearstream, as applicable, has given a like certification (based on the certification received) to the relevant Paying Agent. The holder of a Temporary Global Certificate will not be entitled to collect any payment due thereon on or after the Exchange Date unless, upon due certification as described above, exchange of the Temporary Global Certificate for an interest in Definitive Materialised Notes is improperly refused or withheld.

Delivery of Definitive Materialised Notes

On or after its Exchange Date, the holder of a Temporary Global Certificate may surrender such Temporary Global Certificate to or to the order of the Fiscal Agent. In exchange for any Temporary Global Certificate, the relevant Issuer will deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Materialised Notes. In this Base Prospectus, “**Definitive Materialised Notes**” means, in relation to any Temporary Global Certificate, the Definitive Materialised Notes for which such Temporary Global Certificate may be exchanged (if appropriate, having attached to them all Coupons in respect of interest that have not already been paid on the Temporary Global Certificate, Receipts and a Talon). Definitive Materialised Notes will be security printed in accordance with any applicable legal stock exchange requirements and will be substantially in the forms set out in Schedule [●] to the French Law Agency Agreement.

Exchange Date

“**Exchange Date**” means, in relation to a Temporary Global Certificate, the day falling after the expiry of forty (40) days after its issue date, provided that, in the event any further Materialised Notes are issued prior to such day pursuant to Condition 12 of the French Law Conditions, the Exchange Date shall be postponed to the day falling after the expiry of forty (40) days after the issue of such further Materialised Notes.

USE OF PROCEEDS

The net proceeds of the issue of Notes will be used for the general corporate purposes of the relevant Issuer, including acquisition and developing policy. If in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

UNIBAIL-RODAMCO SE

Business overview

The group Unibail-Rodamco was formed from the merger in 2007 of the groups Unibail and Rodamco Europe. Unibail-Rodamco is the number one listed commercial real estate company in Europe today based on its Gross Market Value of €42.5 billion.

The Issuer is an operating company and the parent company of a group of subsidiaries which operates on the commercial property sector in 11 countries of continental Europe.

As of 30 June 2017, the scope of consolidation of Unibail Rodamco includes 299 companies fully consolidated.

On 30 June 2017, BlackRock Ince had declared holdings of more than 10 per cent. of the issued share capital. The other main known investors, with holdings of between 4 per cent. and 10 per cent., are APG and Northern Cross. Unibail-Rodamco is a prominent European commercial real estate company, with a total portfolio of €42,491 million in property value as at 30 June 2017 and €794.0 million in net rental income for the first half year 2017 (€1,529 million in net rental income for the year ended 31 December 2016).

The Group is predominantly retail focused with 81 per cent. of its portfolio value in shopping centres. The office assets, mainly in the Paris market, represent 10 per cent. of the portfolio value and the convention and exhibition activities and services represent 8 per cent. of the portfolio value.

Unibail-Rodamco benefits from:

- A unique network of large and prime shopping centres totalling €34,538 million in appraised property value as at 30 June 2017, with a leading position in key European retail markets, especially France, Germany, Austria, the Nordic countries, The Netherlands and Spain, complemented by strong positions in high-growth emerging markets (Central Europe);
- A prime quality office portfolio of €4,379 million in value as at 30 June 2017, predominantly in Paris, historically one of the most resilient markets in Europe; and a competitive position at the European level in the convention-exhibition sector through its partnership with the CCIR. The Group and the CCIR jointly own Viparis, a world leader in the convention-exhibition sector which owns and operates an outstanding portfolio of world-class convention and exhibition centres.

The table below shows a breakdown of Unibail-Rodamco's portfolio by type and value as at 30 June 2017:

Type of Assets	Asset portfolio valuation of Unibail-Rodamco (including transfer taxes)	
	<i>(in € million)</i>	(%)
Shopping Centres	34,538	81%
Offices	4,379	10%
Convention-Exhibition	3,177	7%
Services.....	397	1%
Total	42,491	100%]

The shopping centres division

Portfolio

As at 30 June 2017, Unibail-Rodamco has interests in shopping centres and other retail assets with a value of €34,538 million, including transfer taxes and transaction costs. Unibail-Rodamco owns these shopping centres totally or partially through ownerships of plots.

The following table shows certain information regarding the Issuer's shopping centre portfolio by geographic region as at 30 June 2017:

Geographic Region	Valuation (including transfer taxes)	
	<i>(in € million)</i>	(%)
France ¹	15,441	45%
Central Europe ²	4,680	14%
Nordic countries	3,564	10%
Spain	3,728	11%
Germany	3,114	9%
Austria.....	2,412	7%
Netherlands.....	1,599	5%
Total ³	<u>34,538</u>	<u>100%</u>

Strategy

Unibail-Rodamco is a leading owner and operator of large shopping centres in continental Europe. These assets are attractive to premium retailers not only because of their size, positioning and central locations in major European cities, but also because the Unibail-Rodamco Group's pro-active property management strategy which seeks to increase customer traffic and turnover.

Unibail-Rodamco believes that large shopping centres offer customers the most complete retail mix and attractive services and, as such, are well placed to perform in a competitive retail environment. Unibail-Rodamco believes the quality and reach of this property portfolio enables it to attract premium retailers and provide national and international players with a reliable, proven platform for expansion. An active retail intelligence strategy and close cooperation with established and up-and-coming brands is central to the Unibail-Rodamco Group's ability to offer customers an appealing, differentiated shopping experience.

Shopping centre market in H1-2017

The European economy continues to grow steadily. GDP growth in 2017 for the European Union⁴ (EU) and the Eurozone is forecast to reach +1.9% and +1.7%, respectively, broadly in line with the GDP growth reported in 2016 (+1.9% and +1.8%, respectively).

Growth is sustained by supportive macroeconomic policies, improvement of world trade, relatively low euro exchange rates and healthy job creation.

¹ The effect of including key money in the region's net rental income would increase the net initial yield to 4.3% as at June 30, 2016.

² Ring-Center is included in the Central Europe region.

³ Valuation amounts in € include the Group's share equity investments in assets accounted for using the equity method.

⁴ Source: European Commission, European Economic Forecast, Spring 2017 (released in May 2017).

https://ec.europa.eu/info/publications/economy-finance/european-economic-forecast-spring-2017_en

Unemployment levels⁵ as of May 2017 have decreased to 7.8% in the EU and 9.3% in the Eurozone (both -90 bps lower compared to May 2016). These are the lowest recorded rates since December 2008 for the EU and March 2009 for the Eurozone.

Although investment and wage growth has not yet accelerated significantly, policy uncertainty is beginning to fade away following elections in Austria, The Netherlands and France.

In Unibail-Rodamco's regions, the weighted average forecast for 2017 GDP growth of +2.0% is slightly above the expectations for the EU (+1.9%).

Tenant Sales¹³

Through May 31, 2017, Unibail-Rodamco's tenant sales in all regions increased by +2.7% compared to the same period last year, +148 bps better than the aggregate national sales index⁶. Excluding assets under contract to be sold or in a disposal process, the Group's tenant sales grew by +3.2%. The longstanding trend of tenant sales increasing faster than footfall reflects the continuous increase of both conversion rates and customers spending baskets since 2013⁷.

Germany, Central Europe and the Nordics were the principal drivers with growth of +5.2%, +5.4% and +4.4%, respectively.

- In France, tenant sales increased by +2.9% through May 2017, outperforming the IFLS index by +374 bps and the CNCC index by +454 bps. Tenant sales were especially strong in Euraille (+29.2%), Forum des Halles (+19.2%), Polygone Riviera (+14.3%), Carrousel du Louvre (+6.0%) and Vélizy 2 (+5.8%). Tenant sales in Les Quatre Temps continued to be impacted by concerns about terrorism, whereas tenant sales in Aéroville were negatively impacted by the closing of C&A and the announced closing of Marks & Spencer.
- In Central Europe, tenant sales growth was particularly robust (+5.4%), outperforming the national sales index by +234 bps, with especially strong sales in Aupark (+9.3%), Galeria Mokotow (+7.4%), as a result of the opening of the Designer Gallery, and Galeria Wilenska (+6.6%).
- In Spain, tenant sales grew by +2.0%, -84 bps below the national sales index. This is due to the bankruptcy of a tenant (Blanco: ten stores in the Group's Spanish portfolio) in 2016, and the departure of Miro from La Maquinista in July 2016, replaced by Decathlon which opened in June 2017. As at June 30, 2017, nine out of the ten Blanco stores have been relet.
- In the Nordics, tenant sales grew by +4.4%, outperforming the national sales index by +245 bps, mainly due to Mall of Scandinavia (+16.9%) and Täby Centrum (+8.0%). This was partly offset by Solna (-1.9%).

⁵ Source: Eurostat, May 2017 (released on July 3, 2017).

<http://ec.europa.eu/eurostat/documents/2995521/8094245/3-03072017-AP-EN.pdf/aced038e-2af1-4a7a-a726-7e8d20d840c0>

⁶ Based on latest national indices available (year-on-year evolution) as at May 2017: France: Institut Français du Libre Service (IFLS)-excluding food; Spain: Instituto Nacional de Estadística; Central Europe: Český statistický úrad (Czech Republic), Polska Rada Centrow Handlowych (Poland) (as at April 2017), Eurostat (Slovakia); Austria: Eurostat; the Nordics: HUI Research (Sweden), Danmarks Statistik (Denmark), Eurostat (Finland); Germany: Destatis-Genesis, excluding online only operators and fuel sales (Federal Statistical Office). Including online only sales for France, Spain, Austria, the Czech Republic and Slovakia and excluding online only sales for Germany, the Nordics and Poland.

⁷ Constant perimeter from 2013 to 2016 (49 shopping centres studied). Conversion rate: percentage of visitors who have made at least one purchase in the shopping centre. Average spending basket: average spending per visit in all stores (including hypermarket), restaurants and entertainment areas of all clients who have made at least one purchase.

Excluding assets under contract to be sold or in a disposal process, the Group's Nordics tenant sales grew by +7.7%.

- In Austria, tenant sales underperformed the national sales index due to the re-letting earlier this year of two large units that have not opened yet but which were occupied last year.
- In Germany, strong tenant sales growth in Palais Vest (+5.2%), Ruhr Park (+4.3%) and Höfe am Brühl (+4.7%) were partially offset by CentrO (-4.5%), mainly due to re-letting operations (stores closed during their fitting out).

Destinations and Innovation

The roll-out of destination concepts continued, including:

- On March 29, 2017, the Grand Kitchen, the first Dining Experience™ in the Czech Republic, opened in Centrum Chodov. Footfall was strong with more than 15,000 daily visitors in this area during the opening week. The full extension project, including a 5,200 m² cinema, will open in H2-2017. Upon delivery of the extension, Centrum Chodov will have more than doubled its dining offer from 26 restaurants to 54 and from 3,256 m² to 10,274 m² GLA.
- In May 2017, CentrO unveiled Centrolino, its new kids entertainment centre, the first step towards the official launch of the Family Experience in 2018.

In 2016, the Group launched a smartphone application, Connect, which allows the Group to communicate directly with all of the tenants' employees working in stores in the Group's shopping centres, as well as share indicators about activity levels and important information regarding maintenance and security. As at June 30, 2017, 20 shopping centres were equipped with the application (six as at December 31, 2016). More than 90% of stores in these shopping centres have adopted Connect, enabling more than 15,000 employees of retailers to communicate with shopping centre management in real time. The application is continuously improved to offer new functionalities enhancing the Group's processes and the flow of information, particularly in the event of a crisis.

In May 2017, five new start-ups joined UR Link, the Group's accelerator, for its third season. This initiative, launched in partnership with NUMA (a leading Paris-based start-up incubator), offers start-ups the opportunity to develop and prototype their concept throughout the Group's portfolio. These start-ups were selected among 140 candidates based on three main themes: develop more sustainable places, create new offers and services, and offer better know-how and engagement with visitors of the Group's shopping centres. Unibail-Rodamco has deployed some of UR Link's most promising start-ups, including "Dress In The City" in a number of shopping centres in France, and Merito in its Parisian assets. "Dress in the City" is a second hand market place to buy and sell fashion online and in pop-up stores. As at June 30, 2017, it had a community of more than 80,000 users. Merito is a platform helping retailers recruit qualified employees. During the first test, Merito helped recruit 45 employees in Parly 2, while creating a pool of candidates of several hundred people. Karos, a short-distance carpooling company, was launched in Vélizy 2 in January. More than 300 employees of the shopping centre have been registered, generating more than 100 rides per week.

The development of digital in-app functionalities to enhance the customer journey continued in H1-2017:

- "Smart Map", deployed in 56 centres, enables visitors to easily locate on their smartphone the shops they are looking for, as well as learn about promotions offered in these stores;
- "Find my car" (ex-"Smart Park") marks a user's parking space to guide the user back to the parked car. It has now been deployed in 14 shopping centres (+7 compared to year-end 2016).

In order to deliver on the Group' digital ambitions, a significant investment in digital infrastructure is being made:

- 37 shopping centres⁸ are now equipped with indoor positioning technology;
- The Group has finalized the deployment of a new state-of-the-art CMS (Content Management System) that allows to manage content simultaneously for websites, mobile applications and interactive directories in all its shopping centres;
- The Group's customer knowledge strategy has reached a key milestone with the delivery of the VDF (Visitor Data Framework);
- A new CRM solution (Customer Relationship Management) is being implemented to interact with customers registered in the shopping centres' loyalty program.

The office division

Portfolio

As at 30 June 2017, Unibail-Rodamco had interests in office properties with a value of €4,379 million. The following table shows certain information regarding the Issuer's office (and others) portfolio by geographic region as at 30 June 2017:

Geographic Region	Valuation (including transfer taxes)⁹	
	<i>(in € million)</i>	<i>(%)</i>
France	3,934	90%
- <i>La Défense</i>	2,087	53%
- <i>Levallois-Issy</i>	737	19%
- <i>Paris CBD and others</i>	1,109	28%
Nordic countries.....	193	4%
Central Europe	162	4%
Germany.....	36	1%
Austria	39	1%
Netherlands	16	0%
Total	4,379	100%

Strategy

The Group focuses on large and very large buildings at prime locations in La Défense and Levallois-Issy. As at 30 June 2017, approximately 72 per cent. of the Unibail-Rodamco Group's French office portfolio is concentrated in these two areas. In the Paris region, there has not been an over-production of office capacity in recent years.

Unibail-Rodamco targets modern and efficient premises, as criteria such as floor space efficiency, ergonomics of facilities, ease of access and geographic proximity to their customers now became as crucial as price per square metre.

⁸ Total scope, including three managed assets in Germany.

⁹ Figures may not add up due to rounding

Unibail-Rodamco's strategy for its office division consists of the following: (i) pro-active asset and property management to capture most of the value creation; (ii) development of first class assets through large-scale restructuring; (iii) lettings, then divestments of the most mature assets post restructuring; and (iv) selective acquisition and development opportunities.

The office property market in H1-2017

With 1.2 million m²¹⁰ of office space let, the take-up in the Paris region was up by +4% over the same period last year, in line with the average figures of the past 10 years.

Take-up was approximately 76,000 m²¹¹ in the La Défense market (vs. 174,500 m² in H1-2016, due mainly to two large transactions) and 206,000 m² in the Paris Central Business District (CBD) (vs. 234,300 m² in H1-2016).

The level of transactions over 5,000 m² in the Paris region increased by +14% compared to H1-2016, with 30 transactions for 440,000 m².

The Convention-Exhibition centres division

This activity is exclusively located in France and consists of a real estate venues and services company (Viparis).

Visparis is owned jointly with the Chamber of Commerce and Industry of Paris Ile-de-France (CCIR) and is fully consolidated by Unibail-Rodamco and Comexposium is accounted for under the equity method.

The Convention & Exhibition business has a seasonal results pattern, with annual, biennial and triennial shows, and an uneven distribution of shows during the year.

Strategy

Similar to its strategy in its retail and office divisions, Unibail-Rodamco's policy for its convention and exhibition venues is to focus on prime, irreplaceable assets with a leading competitive edge.

This focus on prime assets in the Paris area helps to ensure the resilience of cash flows thanks to a strong repeat business with some recurring tradeshows organised in the Paris Expo venues which have been going for more than 40 years. The strategy of the Convention-Exhibition division consists of constantly improving the attractiveness of its venues to meet the needs of organisers, exhibitors and visitors.

Property Services

The services portfolio is composed of Unibail Rodamco's French and German property service companies. They include:

- Services to owners of office buildings and shopping centres: management of facilities and co-ownership syndicates, technical management, operating expenses management, leasing activities (shopping centres only) and project development;
- Services to tenants: management of retailers' associations and services to occupiers of office buildings. Other services are provided by U2M (Unibail Marketing & Multimedia) which develops marketing strategies in shopping centres and convention centres, and leases advertising materials.

¹⁰ Source: Immostat.

¹¹ Source: Cushman & Wakefield.

Selected financial information

Key Figures as at/for the years ended 31 December 2016 and 2015 and the interim periods ended 30 June 2017 and 2016.

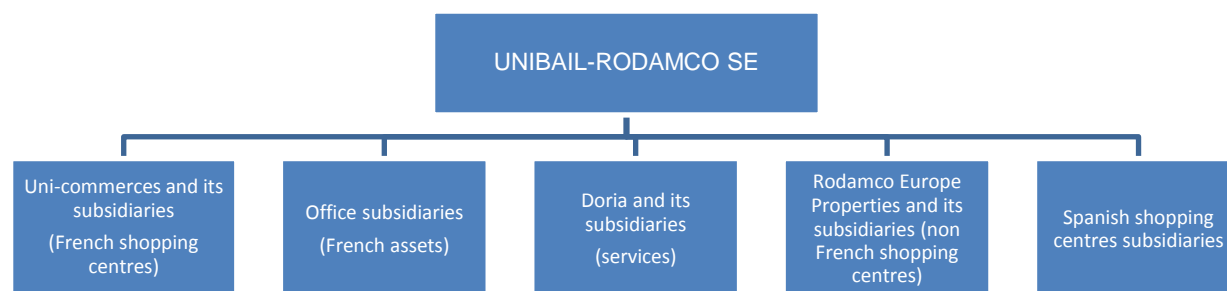
The following information (except as to portfolio valuation) has been extracted from the audited annual consolidated financial statements of Unibail-Rodamco as at and for the year ended 31 December 2015 contained in the Unibail-Rodamco 2015 Annual and sustainable development report and the Financial Report First Half 2016 which are incorporated by reference herein. Certain items have been combined and/or subject to rounding.

(In million Euros)	As at 30 June 2017	As at 30 June 2016	As at 31 December 2016	As at 31 December 2015
Portfolio valuation	42,491	39,299	40,495	37,755
Total shareholders' equity	21,782	19,768	21,020	19,239
	For the interim period ended 30 June 2017	For the interim period ended 30 June 2016	For the year ended 31 December 2016	For the year ended 31 December 2015
Net rental income (by division)				
- Retail	670	643	1,273	1,177
- Offices	70	84	153	170
- Convention&Exhibition	55	53	103	105
Net rental income	794	781	1,529	1,453
Result on disposal, valuation movements and impairment of goodwill	1,074	1,050	2,102	1,834
Net result (owners of the parent)	1,463	1,285	2,409	2,334
of which recurring result	614	575	1,114	1,030

Further financial information concerning the Unibail-Rodamco Group's assets and liabilities, financial position and profit and losses, is available in the Unibail-Rodamco 2016 Annual and sustainable development report and the Unibail-Rodamco Financial Report First Half 2017.

Organisational structure

The organisational chart below shows the Unibail-Rodamco Group structure on 30 June 2017:



As Unibail-Rodamco is the parent company of the Group, it depends in part on the financial and trading position of its principal subsidiaries.

Administration, supervisory board and management board

Unibail-Rodamco is a company with a Management Board and a Supervisory Board.

The Supervisory Board

As of 31 July 2017, Unibail-Rodamco's Supervisory Board is comprised of 10 members.

On 25 April 2017, Mr Colin Dyer was appointed as new Chairman of the Supervisory Board while Ms Dagmar Kollmann was renewed as a member of the Supervisory Board and Mr Philippe Collombel and Mr Roderick Munsters were appointed as new members.

Procedures and responsibilities

The Supervisory Board is responsible for supervising the Company's management and general affairs and the business connected with it, and for advising the Management Board. In fulfilling its duties, the Supervisory Board is guided by the interests of the Company and its business; it takes into account the relevant interests of all those involved in the Company. The Supervisory Board is responsible for the quality of its own performance and that of its committees annually.

The responsibilities of the Supervisory Board include:

(a) supervising and advising the Management Board on:

- the Company's performance;
- the Company's strategy and risks inherent to its business activities;
- the structure and management of the internal risk management and control systems;
- the financial reporting process; and
- compliance with applicable legislation and regulations;

(b) disclosing, complying with and enforcing the Company's corporate governance structure;

(c) evaluating and assessing the functioning of the Management Board, the Supervisory Board and their individual members (including the evaluation of the Supervisory Board's functioning, its profile and the introduction and training programme);

(d) handling and deciding on reported potential conflicts of interest between the Company and members of the Management Board;

(e) handling and deciding on reported alleged irregularities that relate to the functioning of the Management Board; and

(f) approval of the proposed resolutions of the Management Board in compliance with the charter rules of the Management Board.

The Supervisory Board prepares and publishes a report including its comments on the Management Board report and the financial statements.

The Chairman of the Supervisory Board prepares each year, in conformity with French law, the report on the adequacy and effectiveness of the internal risk management and control systems to be substantiated in a clear manner (*rapport sur les procédures de contrôle interne*) stipulated by Article L. 225-68 of the *Code de commerce*.

The Supervisory Board appoints the Management Board members and from these members appoints the Chairman of the Management Board.

Since 25 April 2017, the Supervisory Board is made up of the following members:

Name	Date of Birth	Background	Initial year of appointment	Current term expiry
Colin Dyer	17/09/1952	Currently, Non-Executive Director of Jones Lang LaSalle Incorporated (was President and CEO from 2004 to 2016).	2017	GM called to approve the accounts for year ending 31 Dec, 2019
Philippe Collombel	07/01/1961	Currently, Co-Managing Partner at Partech Partners and Member of the Advisory Board of Facebook France.	2017	GM called to approve the accounts for year ending 31 Dec, 2019
Mary Harris	27/04/1966	Currently Non-Executive Director, Chair of the Remuneration Committee and member of the Nomination and Corporate Responsibility Committees of J Sainsbury PLC, Non-Executive Director of ITV PLC and Non-Executive Director of Reckitt Benckiser plc.	2008	GM called to approve the accounts for year ending 31 Dec 2017
Dagmar Kollmann	09/07/1964	Currently Vice-Chair of the Supervisory Board of Deutsche Pfandbriefbank AG; Member of the Supervisory Boards of Deutsche Telekom AG, KfW IPEX-Bank GmbH and Bank Gutmann AG; and Commissioner of the Monopolies Commission (Germany).	2014	GM called to approve the accounts for year ending 31 Dec, 2019
Jean-Louis Laurens	31/08/1954	Former member of Unibail Board of Directors (until 2007). Currently General Partner of Rothschild & Cie Gestion Paris and Chairman of the Board of Rothschild Asset Management Inc. New York.	2007	GM called to approve the accounts for year ending 31 Dec 2017

Roderick Munsters	19/07/2016	Former Head of Edmond de Rothschild Asset Management SA and former CEO of Robeco Group.	2017	GM called to approve the accounts for year ending 31 Dec, 2019
Alec Pelmore	14/10/1953	Former equity investment analyst specialising in real estate companies, mainly at Dresdner Kleinwort Benson and Merrill Lynch. Currently Non-Executive Director and member of the Audit and Nomination Committees of LondonMetric Property PLC.	2008	GM called to approve the accounts for year ending 31 Dec 2017
Sophie Stabile	19/03/1970	Currently Executive Committee Member of AccorHotels; Chief Executive Officer of HotelServices France; Supervisory Board Chair of Orbis (Accor affiliate); Supervisory Board Member of Altamir and Non-Executive Director of Spie.	2015	GM called to approve the accounts for year ending 31 Dec 2017
Jacques Stern	19/09/1964	Currently President and CEO of Global Blue; Non-Executive Board Member of Voyage Privé	2016	GM called to approve the accounts for year ending 31 Dec 2018
Jacqueline Tammenoms Bakker	17/12/1953	Currently Non-Executive Director and member of the Governance and Remuneration Committee of Groupe Wendel; Non-executive Director and Member of the Remuneration and Nominations Committees of TomTom; Non-executive Director and Member of the Governance and Sustainability Committee of CNH Industrial and Supervisory Board Chair of the Van Leer Group Foundation.	2015	GM called to approve the accounts for year ending 31 Dec 2017

All members are independent pursuant to the criteria detailed in the Afep-Medef Code.

The contact address of the members of the Supervisory Board is the same as that of the Issuer.

For information relating to the members of the Supervisory Board's duties outside the Issuer, please refer to pages 271 to 272 of the Unibail-Rodamco 2016 Annual and Sustainable Development Report.

The Management Board

Members

Since 25 April 2013, the Management Board of Unibail-Rodamco SE has consisted of six members.

Following the departure of Mrs Armelle Carminati-Rabasse in 2015, the Supervisory Board has appointed Mrs Astrid Panosyan to the Management Board in the role of the Chief Resources Officer effective from 1 September 2015.

The Management Board members of Unibail-Rodamco SE are appointed by the Supervisory Board for a four-year term.

The Management Board was renewed on 25 April 2017.

The procedure for appointing each Management Board member is governed by stringent guidelines and approved by the Supervisory Board upon the recommendation of the Governance, Nomination & Remuneration Committee.

Procedures and responsibilities

The Management Board is collectively responsible for the Company's management and general affairs and the business connected with it.

The Management Board is guided by the interests of the Company and its business. It should take into account the relevant interests of all the members involved in the Company. It is responsible for the quality of its own performance. Each member should act with independence, loyalty and professionalism.

The Management Board is in charge of:

- the achievement of the Company's objectives;
- determining the strategy and policies designed to achieve the Company's objectives;
- the general state of affairs and the results of the Company;
- assessing and managing the risks connected to the business activities;
- ensuring that effective internal risk management and control systems are in place and reporting on this in the annual report;
- maintaining and preparing the financial reporting process;
- preparing the annual accounts and drawing up the annual budget and important capital investments of the Company;
- providing the Supervisory Board with information in accordance with Article 12 of the Company's Articles of Association and French law;
- compliance with legislation and regulations;
- publishing the corporate governance structure of the Company and any other information required under French law, through the annual report, the Company's website and otherwise.

The Management Board is made up of the following members:

Name	Date of Birth	Main duties	Initial year of appointment	Current term expiry
Christophe CUVILLIER	05/12/1962	Chairman of the Management Board - Chief Executive Officer of Unibail-Rodamco since 25 April 2013. Joined Unibail-Rodamco in 2011 and was member of the Management Board and Chief Operating Officer from 1 June 2011 to 24 April 2013. Former CEO of FNAC. Former CEO of Conforama. Spent 14 years with the Luxury Products Division of the L'Oréal Group.	2011	AGM called to approve the accounts for year ending 31 Dec 2020
Olivier BOSSARD	12/05/1964	Chief Development Officer and member of the Unibail-Rodamco Management Board since 25 April 2013. Joined Unibail in 1998 as an Asset Manager in the Offices Division. Former Managing Director of the Offices Division and Group Managing Director of Development.	2013	AGM called to approve the accounts for year ending 31 Dec 2020

Fabrice MOUCHEL	16/04/1970	Deputy Chief Financial Officer and member of the Unibail-Rodamco Management Board since 25 April 2013. Joined Unibail in 2001 as Head of Corporate Development. Former Head of Financial Resources and Investor Relations.	2013	AGM called to approve the accounts for year ending 31 Dec 2020
Astrid PANOSYAN	13/08/1971	Chief Resources Officer and member of the Unibail-Rodamco Management Board since 1 September 2015. Astrid was previously an advisor and member of the cabinet of Emmanuel Macron, French Minister of Economy, Industry and Digital Affairs where she was in charge of Economic Attractiveness and International Investments.	2015	AGM called to approve the accounts for year ending 31 Dec 2020
Jacob Lunsingh TONCKENS	16/07/1962	Chief Financial Officer Member of Unibail-Rodamco Management Board since 1 September 2009. Joined Unibail-Rodamco in 2009 as General Counsel and a member of Unibail-Rodamco Management Board from 1 September 2009 to 15 October 2010. From 16 October 2010 to 1 July 2012, Jacob Lunsingh Tonckens was Chief Investment Officer on the Unibail-Rodamco Management Board and assumed responsibility for the Investment/Divestment activities while retaining the supervision of the Unibail-Rodamco Group's legal affairs. Since 1 July 2012, he has been the Chief Financial Officer on the Unibail-Rodamco Management Board and he has continued to be responsible for Investment/Divestment activities.	2009	AGM called to approve the accounts for year ending 31 Dec 2020
Jean-Marie TRITANT	10/11/1967	Chief Operating Officer and member of the Unibail-Rodamco Management Board since 25 April 2013. Joined Unibail in 1998 as an Asset Manager. Former Managing Director of the Offices Division and Former Managing Director of Retail France.	2013	AGM called to approve the accounts for year ending 31 Dec 2020

The contact address of the members of the Management Board is the same as that of the Issuer.

For information relating to the members of the Management Board's duties outside the Issuer, please refer to pages 275 to 278 of the Unibail-Rodamco 2016 Annual and Sustainable Development Report.

Conflicts of interest

To the best of the knowledge of the Issuer, there is no potential conflict of interest between any duties to the issuing entity of the members of the Management Board and the Supervisory Board and their private interests and/or other duties.

Board practices

Audit Committee

Members

The Audit Committee consists of four members (currently Jean-Louis Laurens, Alec Pelmore, Sophie Stabile and Jacques Stern). It is chaired by Mr Jean-Louis Laurens. The Audit Committee advises the Supervisory Board in relation to its responsibilities and prepares resolutions of the Supervisory Board in relation thereto.

Responsibilities

The responsibilities of the Audit Committee include:

- supervising and advising the Management Board of the Company on the effects of internal risk management and control systems, including supervision of the enforcement of the relevant legislation and regulations;
- supervising the submission of financial information by the Company (choice of accounting policies, application and assessment of the effects of new legislation in this area, information on the treatment of estimated entries in the annual accounts, forecasts, etc.);
- supervising the compliance with recommendations and observations of the external auditors;
- supervising the policy of the Company on tax planning;
- supervising the financing of the Company;
- maintaining frequent contact and supervising the relationship with the external auditors, including in particular:
 - . assessing the external auditors' independence, remuneration and any non-auditing work for the Company;
 - . determining the involvement of the external auditors' in respect of the contents and publication of financial reporting by the Company other than the annual accounts;
 - . taking note of any irregularities in respect of the content of the financial reporting which may be reported by the external auditors';
- recommending to the Supervisory Board the appointment of an external auditor at the Company's general meeting of shareholders (the "**General Meeting**");
- other important matters concerning the annual accounts of the Company.

At least once a year the Audit Committee, together with the Management Board, reports to the Supervisory Board on the developments concerning the relationship with the external auditors, in particular their independence.

Expertise and independence of the Audit Committee

All members are independent pursuant to the criteria detailed in the Afep-Medef Code and the Supervisory Board rules as described in Article 3.4 of the Supervisory Board Charter and have significant financial and accounting expertise.

Governance, Nomination and Remuneration Committee (GN&RC)

Members

The GN&RC consists of four independent members (currently Colin Dyer, Mary Harris, Dagmar Kollmann and Jacqueline Tammenoms Bakker). It is chaired by Mr Colin Dyer. The GN&RC advises the Supervisory Board ("**SB**") in relation to its responsibilities and prepares resolutions of the SB in relation thereto.

Responsibilities

The responsibilities of the GN&RC include:

A. Governance

1. Reviewing and assessing the adequacy of the Company's corporate governance practices and rules and evaluating the Company's compliance with its corporate governance rules through a semi-annual Company Compliance Report;
2. Identifying and advising the SB on emerging corporate governance issues or significant developments in the applicable laws and/or corporate governance practices;

3. Making recommendations to the SB on all matters of corporate governance and on any corrective action to be taken; including advising on the SB's and SB committees' organisation, membership, functions, duties and responsibilities.
4. Evaluating, developing and recommending to the SB (changes in) the Unibail-Rodamco Group's corporate governance policies and arrangements appropriate for the Company and consistent with best practices;
5. Reviewing and advising the SB on insider and related party transactions and /or conflicts of interest matters involving SB or Management Board ("**MB**") members;
6. Ensuring that the Company's corporate governance policies and the Company's practices are transparently described in the Company's Annual Report and on the Company's website; and
7. Annually evaluating the functions of the Unibail-Rodamco Group Compliance Officer and recommending to the SB the (re)appointment of the Unibail-Rodamco Group Compliance Officer, upon proposal of the CEO.

B. Nomination

1. Preparing the profile and selection criteria and appointment procedures for the (independent) SB members of the Company;
2. Preparing the profile and selection criteria for MB members of the Company;
3. Periodically evaluating the scope and composition of the MB, the SB and its committees, and proposing possible changes in the profile of the SB and, as the case may be, in the composition of the SB committees in relation thereto;
4. Periodically evaluating the functioning of the individual SB (committee) members, the Chairman of the MB and the recommendations by the Chairman of the MB on the performance of the other members of the MB, and reporting the results thereof to the SB;
5. Proposing the (re)appointments of members of the SB and MB;
6. Supervising the policy of the MB in relation to the selection and appointment criteria for senior management; reviewing the Company's human resources policy;
7. Preparing the annual SB self-assessment process: the SB itself; the SB in relation to the MB; and the secretariat supporting the SB;
8. Such other nomination and related matters as may come to the attention of the GN&RC.

C. Remuneration

1. Preparing a proposal for the SB concerning the remuneration of the Chairman of the MB of the Company and the recommendations by the Chairman of the MB for the remuneration of the other members of the MB, both including but not limited to the terms and conditions of their contracts, bonus, pension rights, Company's Performance Share plan and/or other incentive arrangements, severance pay and other forms of compensation as well as the performance criteria and the application thereof;
2. Reviewing and preparing proposals for the SB on the Company's remuneration policy;
3. Reviewing the allocation of Stock Options and free shares (*attribution gratuite d'actions*);
4. Such other, remuneration related, matters as may come to the attention of the GN&RC.

Expertise and independence of the GN&RC

All members are independent pursuant to the criteria detailed in the Supervisory Board rules as described in article 3.4 of the Supervisory Board Charter.

The Chairman of the GN&RC is the Chairman of the the Supervisory Board.

Corporate governance

Unibail-Rodamco adopted Corporate Governance guidelines in 1995 and has updated its rules regularly, in line with recommendations made in the Afep-Medef Corporate Governance Code for listed companies and last revised in November 2015. Also, since its listing on the Dutch Market Place, it has respected the specific rules of the Financial Supervision Act.

Corporate Governance was already a genuine priority for Unibail and is now the same for Unibail-Rodamco. This Corporate Governance also complies with the best practices on the Paris and the Amsterdam Market Place and often exceeds recommendations and requirements. Unibail-Rodamco keeps abreast of the latest research published in France and abroad to ensure that its Management Board and Supervisory Board act appropriately and to enhance the quality of its financial information.

In 2003, Unibail adhered to the United Nations Global Compact (UNGC), which promotes nine principles of good governance in the fields of human rights, labour conditions and environmental practices. By signing this agreement, Unibail committed itself to achieving sustained improvement in its governance practices in these areas. Nothing has changed in this area since the merger.

Unibail-Rodamco has also adopted a Code of Ethics to emphasise the importance it attaches to the values and rules each member of the Unibail-Rodamco Group should respect in his/her work. These values and rules, shared by the management and by the entire workforce, should guide the conduct of each individual when employed by Unibail-Rodamco or using the Unibail-Rodamco name.

Unibail-Rodamco is a member of the Dow Jones Sustainability Index-DJSI.

Conflicts of interest

To the best of the knowledge of the Issuer, there is no potential conflict of interest between any duties to the issuing entity of the GN&RC and their private interests and/or other duties.

Major shareholders

So far as the Company is aware, there is no shareholders' agreement, nor any person or Group of persons, exercising or capable of exercising control over the Company.

Additional information

Authorised share capital - Form of shares

The Company share capital as at 5 July 2017 comprised €499,337,005 divided into 99,867,401 fully paid-up ordinary shares with a nominal value of €5 each. Company shares may be registered or bearer shares. The only exception applies to Shareholders Concerned who must register their shares in accordance with the requirements set out in Article 9 of the Articles of Association.

Information on ORA

The ORAs are redeemable bonds issued in exchange for existing outstanding Rodamco shares ("**ORA**"). Each ORA was issued at its nominal value; the nominal value of each ORA is equal to the unitary issue price of the new shares of Unibail. Each ORA will be redeemed by the delivery to the ORA holder of one Unibail ordinary share. This redemption ratio was adjusted to 1.25 following the distribution on 10 May 2011 of €8.00 per share which included a dividend of €5.30 and a complementary distribution of €2.70 deducted from the "distributable reserves" and the "contribution premium" accounts. This ratio may subsequently be adjusted.

In the Exchange Offer initiated by Unibail on Rodamco, and in line with the resolutions voted at Unibail's General Meeting on 21 May 2007, at the request of Rodamco Shareholders for Unibail ORA, the maximum number available for issue delivered which should not exceed the number of 9,363,720 had to be reduced on a pro rata basis to 9,363,708 as a result of rounding. Most of the ORA issued in 2007 have been converted. Only 5,847 ORAs were still in issue as at 30 June 2016.

Information on ORNANE

ORNANE are net share settled bonds convertible into new and/or exchangeable for existing shares of Unibail-Rodamco ("**ORNANE**").

On 17 June 2014, Unibail-Rodamco SE issued 1,735,749 ORNANE at a nominal value of €288.06 and for a total amount of €500 million.

On 08 April 2015, Unibail-Rodamco SE issued 1,441,462 ORNANE at a nominal value of €346.87 and for a total amount of €500 million.

On 08 April 2015, Unibail-Rodamco SE launched a repurchase procedure which resulted in the repurchase of 3,400,792 ORNANE issued in 2012, equivalent to 98.5% of the 3,451,767 ORNANE issued in 2012 at a nominal value of €217.28 and for a total amount of €750 million.

Legal information

Company name

UNIBAIL-RODAMCO SE

Registered office and place of business:

7 Place du Chancelier Adenauer – 75016 Paris

Tel: +33 (0)1 53 43 74 37

Legal form and specific applicable legislation

Unibail-Rodamco SE (the "**Company**"), previously a French société anonyme, is, since its conversion came into effect from 15 May 2009, a European public limited liability company (*Societas Europaea* or *SE*) with a two-tier governance system (Management Board and Supervisory Board), governed by (i) the provisions of the European Council Regulation 2001/2157/EC of 8 October 2001 applicable to European Companies, and that of the European Council Directive 2001/86/EC of 8 October 2001 supplementing the Statute for a European Company with regard to the involvement of employees, (ii) the provisions of French law relating to European Companies, as well as for all other matters partially covered or not covered by the SE Regulation and (iii) the current laws and regulations of France applicable to a *société anonyme*.

The Company and its eligible subsidiaries opted, in 2003, for the tax regime applicable to Listed Property Investment Companies (SIIC) introduced by the 2003 French Finance Act (Article 208 C of the French General Tax Code (*Code général des impôts*)) and implemented by decree no. 2003-645 dated 11 July 2003.

The conversion into a SE hasn't had any effect on the Company's SIIC status.

Term of the company

A term of 99 years from 23 July 1968, to expire on 22 July 2067.

Corporate purpose

In accordance with article 2 of the Articles of Association revised and adopted by the General Meeting held on 14 May 2009 having decided the conversion of the Company in its new form as a European Company, the corporate object of the Issuer in France and abroad, is:

- investment through the acquisition, development, construction, ownership of land, buildings, property assets and rights, and the fitting out of property complexes, with a view to renting them out;
- the management, rental, leasing, divestment or exchange of the above assets, either directly or through taking investments or ownership interests, or by creating partnerships, companies or consortia;
- more generally, any financial, securities or property transactions directly or indirectly connected with the foregoing object or likely to facilitate its achievement;

- acquiring, owning or divesting of investments in any French or foreign legal entities with an activity directly or indirectly linked to the corporate object of the company or which would favour its development.

Commercial and Companies Registry

682 024 096 RCS Paris - SIRET 682 024 096 00054 - APE code: 6420 Z

Financial year

The financial year runs from 1 January to 31 December.

Access to legal information concerning the Company

On the website of the Company at www.unibail-rodamco.com,

At the headquarters of the Company at 7 place du Chancelier Adenauer, 75016 Paris.

Tel: +33 (0)1 53 43 74 37.

RODAMCO EUROPE FINANCE B.V.

History

Rodamco Europe Finance B.V. ("**Rodamco Europe Finance**") is a private company incorporated with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under Dutch law whose corporate seat is in the municipality of Haarlemmermeer (Schiphol). Rodamco Europe Finance was incorporated on 24 August 1973. Its corporate life does not have a fixed duration. Its number in the commercial register of the Chamber of Commerce (*Kamer van Koophandel*) is 24135417. The Articles of Association of Rodamco Europe Finance were last amended by notarial deed on 9 June 2015 before Ms. F.T.H van Loon-Vercauteren, civil law notary, in Rotterdam.

Business

Rodamco Europe Finance was established for the purpose of, amongst other things, raising funds for the Rodamco Group. Rodamco Europe Finance may, in the future, enter into other financing arrangements for similar purposes. The objects of Rodamco Europe Finance are set forth in Article 3 of its Articles of Association and include the incorporation of, the participation in and the financing of group companies, the lending of funds to group companies, and granting guarantees for the benefit of group companies.

Rodamco Europe Finance is a wholly-owned subsidiary of Rodamco Europe Properties B.V. which itself is a wholly-owned subsidiary of Unibail Rodamco SE. Rodamco Europe Finance has no employees.

Financial Information

For most of its Dutch Group companies (including Rodamco Europe Finance), Unibail-Rodamco SE has assumed joint and several liability, in accordance with article 403 Book 2 of the Dutch Civil Code, for all legal transactions carried out.

Management Board

The Management Board of Rodamco Europe Finance manages Rodamco Europe Finance's general affairs and business and is authorised to represent Rodamco Europe Finance. In addition, under Rodamco Europe Finance's Articles of Association, two Management Board members acting together are authorised to represent Rodamco Europe Finance.

Rodamco Europe Finance's General Meeting of shareholders determines the size of the Management Board and appoints the Management Board members. Rodamco Europe Finance's General Meeting of Shareholders is authorised to suspend or dismiss a Management Board member and determines the remuneration of the Management Board members.

The Management Board Members have their place of business at the registered office of Rodamco Europe Finance.

Rodamco Europe Finance currently has the following Management Board members:

Name	Date of Birth	Main duties	Initial year of appointment	Current term expiry	External functions (if suitable)
Jacob Lunsingh Tonckens	16/07/1962	Member of Rodamco Europe Finance BV's Management Board Member of Unibail-Rodamco Management Board since 1 September 2009 Chief Investment Officer of Unibail Rodamco until 1 July 2012. Currently Chief Financial Officer of Unibail-Rodamco, the parent company of Rodamco Europe B.V.	2012	No specific term expiry.	See page 277 of the Unibail-Rodamco 2016 Annual and Sustainable Development Report
Rudolf Vogelaar	05/09/1960	Member of Rodamco Europe Finance BV's Management Board Group Director of Tax for Unibail-Rodamco	2008	No specific term expiry.	Registered attorney-in-fact for Unibail Rodamco S.E. Managing Director of U&R Management B.V., Rodamco Europe Properties B.V., Eroica B.V., Rodamco Nederland B.V., Rodamco Europe Finance II B.V., Rodamco Nederland Winkels B.V., Rodamco Espana B.V., Rodamco Central Europe B.V., Rodamco Austria B.V., Rodamco Czech B.V., Unibail-Rodamco Poland 1 B.V., Unibail-Rodamco Poland 2 B.V., Rodamco Deutschland B.V., Rodamco Hungary B.V., Rodamco Project I B.V., Cijferzwaan B.V., Dotterzwaan B.V., Unibail-Rodamco Poland 4 B.V., Unibail-Rodamco Cascoshop Holding B.V., Unibail-Rodamco Poland 5 B.V., Unibail-Rodamco Investments B.V., Unibail-Rodamco Investments 2 B.V., Unibail-Rodamco Investments 3 B.V., Unibail-Rodamco Project B.V., Broekzele Investments B.V., Traffic UK B.V., Old Tower Real Estate B.V., New Tower Real Estate B.V., Real Estate Investments Poland Coöperatief U.A. and Stichting Rodamco
Otto Ambagtsheer	28/08/1969	Member of Rodamco Europe Finance BV's Management Board	2015	No specific term expiry.	Registered attorney-in-fact for Rodamco Nederland B.V.,

		<p>Regional Managing Director for Benelux of Unibail-Rodamco.</p> <p>Joined the company in May 2015</p> <p>Former Managing Director Business-area Consumer Products & Services since 2009 at Schiphol Group</p>			<p>Unibail-Rodamco Development Nederland B.V., and Unibail-Rodamco Nederland Winkels B.V.</p> <p>Managing Director of Rodamco Nederland Winkels B.V., Rodamco Europe Beheer B.V., Rodamco Nederland B.V., Rodamco Europe Finance II B.V., Unibail-Rodamco Nederland Winkels B.V., Rodamco Espana B.V., Rodamco Central Europe B.V., Rodamco Austria B.V., Rodamco Czech B.V., Unibail-Rodamco Poland 1 B.V., Unibail-Rodamco Poland 2 B.V., Rodamco Deutschland B.V., Rodamco Hungary B.V., Cijferzwaan B.V., Dotterzwaan B.V., Unibail-Rodamco Poland 4 B.V., Unibail-Rodamco Cascoshop Holding B.V., Unibail-Rodamco Poland 5 B.V., Unibail-Rodamco Investments B.V., Unibail-Rodamco Investments 2 B.V., Unibail-Rodamco Investments 3 B.V., Unibail-Rodamco Project B.V., Broekzele Investments B.V., Unibail-Rodamco Retail Investments 1 B.V., Unibail-Rodamco Retail Investments 2 B.V., Real Estate Investments Poland Coöperatief U.A. and Stichting Rodamco</p>
--	--	---	--	--	---

There are no potential conflicts of interest between the duties to Rodamco Europe Finance of the persons listed under Management Board (above) and their private interests or other duties.

General Meeting of Shareholders

At least once every financial year, either an Annual General Meeting is held, or a resolution is taken outside the general meeting with the consent of all shareholders and other persons having a right to vote on at least one share or having the right to attend the general meeting. In addition, general meetings are held whenever deemed desirable by the Management. The General Meeting adopts the annual accounts, determines the allocation of profits and appoints the auditors of Rodamco Europe Finance. The general meeting is authorised to decide, inter alia, to issue shares and to amend the Articles of Association.

General Information

The business address of Rodamco Europe Finance is: World Trade Center Schiphol, Schiphol Boulevard 371, Tower H, 1118 BJ Schiphol, The Netherlands. Its telephone number is +31 (0) 20 658 25 00 or +31 (0) 20 312 0120. Administrative services are provided to Rodamco Europe Finance by Rodamco Europe Beheer B.V., whose business address is World Trade Center Schiphol, Schiphol Boulevard 371, Tower H, 1118 BJ Schiphol. Rodamco Europe Finance has obtained all necessary consents, approvals and authorisations in The Netherlands in connection with the Programme and the performance of its obligations in relation thereto.

RODAMCO SVERIGE AB

History

Rodamco Sverige is a public company incorporated with limited liability whose corporate seat is in Stockholm, Sweden. Rodamco Sverige was incorporated on 6 November 1979 under Swedish law. Its corporate life does not have a fixed duration. Its number in the commercial register of the Swedish Companies Registration Office is 556201-8654.

The Articles of Association of Rodamco Sverige were last amended by the annual general shareholders' meeting on 7 June 2010.

Business

Rodamco Sverige was established for the purpose of, amongst other things, being a holding company for a number of subsidiaries which own properties and to offer property related administrative services to those subsidiaries. Rodamco Sverige is a wholly-owned subsidiary of Rodamco Northern Europe AB which is wholly-owned by Rodamco Europe Properties B.V. which itself is a wholly-owned subsidiary of Rodamco Europe N.V.

The objects of Rodamco Sverige are set forth in Article 2 of its Articles of Association and include developing, managing and owning properties, owning and managing marketable securities and other chattels, and conducting other related activities.

As at 31 December 2016, Rodamco Sverige had 86 employees in Sweden.

Financial Statements

Rodamco Sverige is required to provide consolidated accounts, which shall be registered with the Swedish Companies Registration Office. The accounts will then also be available to the public since the Swedish Companies Registration Office's register is public.

Management Board

The Management Board is authorised to represent and sign on behalf of Rodamco Sverige and it manages Rodamco Sverige's general affairs and business. The members of the Management Board are registered with the Swedish Companies Registration Office. The board is entitled to sign on behalf of Rodamco Sverige. In addition, Lars-Åke Tollemark and Jacob Lunsingh Tonckens, acting jointly, are entitled to sign on behalf of Rodamco Sverige.

The business address of each Board member is the registered office of Rodamco Sverige.

Rodamco Sverige currently has the following Management Board members:

Name	Date of Birth	Main duties	Initial year of appointment	Current term expiry	External functions (if suitable)
Jean-Marie TRITANT	10/11/1967	Chairman of the Board Joined the company in 1997	2014	From June 30, 2017 until next annual General meeting	See page 278 of the Unibail-Rodamco 2016 Annual and Sustainable Development Report
Lars-Åke TOLLEMARK	22/01/1960	Managing Director and Management Board Member Joined the company in 2010 Former Managing Director and Management Board Member in several Swedish sports- and fashion retail companies and Volvo Merchandise AB	2013	From June 30, 2017 until next annual General meeting	Board Member and Managing Director of all Swedish, Danish and Finnish companies in the Unibail-Rodamco Group
Jacob Lunsingh	16/07/1962	Management Board	2010	From June 30, 2017	See page 277 of the

TONCKENS		Member		until next annual General meeting	Unibail-Rodamco 2016 Annual and Sustainable Development Report
----------	--	--------	--	--------------------------------------	--

As at the date of this Base Prospectus there are no potential conflicts of interest between the duties to Rodamco Sverige of the persons listed under Management Board (above) and their private interests or other duties.

General Meeting of Shareholders

The Annual General Meeting of shareholders is held within six months of the end of the financial year. In addition, extraordinary general meetings are held whenever deemed desirable by the Board of Directors. It is the General Meeting of shareholders that appoints the Board members, determines the remuneration of Board members, may suspend or dismiss Board members and decides whether the Board of Directors shall be discharged from liability. Further, the General Meeting of Shareholders adopts the annual accounts, determines the allocation of profits and appoints the auditors. It is also the General Meeting of Shareholders that decides, inter alia, to issue new shares or to amend the Articles of Association.

General Information

The business address of the Rodamco Sverige is Rodamco Sverige AB, Box 7846, 103 98 Stockholm, Sweden. Its telephone number is +46 (0)8 58623000.

Rodamco Sverige has obtained all necessary consents, approvals and authorisations in Sweden in connection with the Programme and the performance of its obligations in relation thereto.

SIGNIFICANT RECENT DEVELOPMENTS

Pursuant to the resolution 23 voted by the Shareholders' Meeting of 25 April 2017, a first tranche of reserved share issue for the participants of Unibail-Rodamco's Group Company Savings Plan has been opened up in June 2017.

Following participants' subscriptions, Unibail-Rodamco's capital was increased by 30,562 shares on 5 July 2017.

TAXATION

The statements herein regarding taxation are based on the laws in force in France, Hong Kong, The Netherlands, the Grand Duchy of Luxembourg and/or, as the case may be, Sweden as of the date of this Base Prospectus and are subject to any changes in law. The following description does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. Each prospective holder or beneficial owner of Notes should consult its tax adviser as to the Luxembourg, Netherlands, Swedish, French, or, as the case may be, Hong Kong tax consequences of any investment in or ownership and disposition of the Notes.

France

The descriptions below are intended as a basic overview of certain French withholding tax consequences in relation to the ownership of the Notes under French law. Potential purchasers of the Notes are advised to consult their own appropriate independent and professionally qualified tax advisors as to the tax consequences of any investment in, or ownership of, the Notes. The description below does not address specific issues which may be relevant for Noteholders who concurrently hold shares of the Issuer or who are otherwise affiliated with the Issuer within the meaning of Article 39-12 of the French Code Général des Impôts.

Pursuant to Article 125 A of the French Code Général des Impôts, payments of interest and other revenues made by the Issuer with respect to the Notes 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 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 (a **Non-Cooperative State**) 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, a seventy five (75) per cent. withholding tax will be applicable (subject to certain exceptions and to the more favourable provisions of an applicable double tax treaty) by virtue of Article 125 A III of the French Code Général des Impôts.

Furthermore, according to Article 238 A of the French Code Général des Impôts, interest and other revenues on the Notes will no longer be deductible from the Issuer's taxable income if they are paid or accrued to persons established or domiciled in a Non-Cooperative State or paid in such a Non-Cooperative State (the "**Deductibility Exclusion**"). Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 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 a rate of thirty (30) per cent. or seventy five (75) per cent. (subject to the more favourable provisions of an applicable tax treaty).

Notwithstanding the foregoing, neither the seventy five (75) per cent. withholding tax set out under Article 125 A III of the French Code Général des Impôts nor, to the extent the relevant interest or other revenues relate to genuine transactions and are not in an abnormal or exaggerated amount, the Deductibility Exclusion will apply in respect of the Notes if the Issuer can prove that the principal purpose and effect of such issue of the Notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the "**Exception**"). Pursuant to the *Bulletin Officiel des Finances Publiques-Impôts* BOI-INT-DG-20-50-20140211, n° 990, BOI-RPPM-RCM-30-10-20-40-20140211, n° 70 and BOI-IR-DOMIC-10-20-20-60-20150320, n° 10, the issue of the Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of the issue of the Notes if the Notes are:

- (a) 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 in a State other than in 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
- (b) 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

- (c) admitted, at the time of their issue, to the clearing operations of a central depository 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 depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

Pursuant to Article 125 A of the French *Code Général des Impôts*, subject to certain limited exceptions, interest and other revenues paid by a paying agent located in France to individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a twenty four (24) 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 fifteen and a half (15.5) per cent. on interest and similar revenues paid to individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

Luxembourg

Under Luxembourg tax law currently in effect all payments of interest (including accrued but unpaid interest) and principal by the relevant Issuer in the context of the holding, disposal, redemption or repurchase of the Notes which are not profit sharing 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 application as regards Luxembourg resident individuals of the Luxembourg law of 23 December 2005, as amended, which has introduced a 10 per cent. withholding tax on savings income (i.e. with certain exemptions, savings income within the meaning of the Luxembourg laws of 21 June 2005 implementing Council Directive 2003/48/EC on the taxation of savings income in the form of interest payments) (the “**10 per cent. Withholding Tax**”).

Pursuant to the Luxembourg law of 23 December 2005 as amended, Luxembourg resident individuals, acting in the course of their private wealth, can opt to self-declare and pay a 10 per cent. tax (the “**10 per cent. Tax**”) on interest payments made or ascribed by paying agents located in a European Union Member State other than Luxembourg, a Member State of the European Economic Area or a State or territory which has concluded an agreement directly related to the Savings Directive.

The 10 per cent. Withholding Tax or the 10 per cent. Tax are final when Luxembourg resident individuals are acting in the context of the management of their private wealth.

Responsibility for the withholding of the 10 per cent. Withholding 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 this law and not by the relevant Issuer.

Income tax on principal, interest, gains on sales or redemption

Luxembourg resident corporate holders of the Notes

Luxembourg resident corporate holders, or holders of the Notes who have a permanent establishment, a permanent representative or a fixed place of business in Luxembourg with which the holding of the Notes is connected, must for income tax purposes include any interest receivable as well as the difference between the sale or redemption price and the lower of the cost or book value of the Notes sold or redeemed in their taxable income for Luxembourg tax assessment purposes. They will not be liable for any Luxembourg income tax on repayment of principal.

Luxembourg resident corporate holders of the Notes which are companies benefiting from a special tax regime (such as family estate management companies subject to the amended law of 11 May 2007, undertakings for collective investment subject to the amended law of 17 December 2010 or specialised investment funds subject to the amended law of 13 February 2007) are tax exempt entities in Luxembourg, and are thus not subject to any Luxembourg tax (i.e. corporate income tax, municipal business tax and net wealth tax) other

than the annual subscription tax calculated on their (paid-up) share capital (and share premium) or net asset value.

Luxembourg resident individual holders of the Notes

An individual holder of the Notes acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax in respect of interest received, accrued but unpaid interest in case of disposal of the Notes, redemption premiums or issue discounts under the Notes except if the 10% final withholding tax has been levied on such payments.

Under Luxembourg domestic tax law, Luxembourg resident individual holders of the Notes who acts in the course of the management of his/her private wealth, are not subject to taxation on capital gains upon the disposition of the Notes, unless the disposition of the Notes precedes the acquisition of the Notes or the Notes are disposed of within six months of the date of acquisition of these Notes. Upon a redemption of the Notes, individual Luxembourg resident holders of the Notes must however include the portion of the redemption price corresponding to accrued but unpaid interest in their taxable income.

Gains realised upon a disposal of the Notes by an individual holder of the Notes acting in the course of the management of a professional or business undertaking are subject to Luxembourg income taxes.

Net wealth tax

Luxembourg net wealth tax will be levied on a Luxembourg resident holder of the Notes, unless if the holder of the Notes is (i) a resident or non-resident individual taxpayer, (ii) an undertaking for collective investment subject to the amended law of 17 December 2010, (iii) a specialised investment fund governed by the amended law of 13 February 2007 (iv) a securitisation company governed by the amended law of 22 March 2004 on securitisation; (iii) an investment company in risk capital subject to the amended law of 15 June 2004 on the investment company in risk capital; or (iv) a family wealth management company governed by the amended law of 11 May 2007 on family estate management companies.

Other taxes

No stamp, registration, transfer or similar taxes or duties will be payable in Luxembourg by the holders of the Notes in connection with the issue of the Notes, nor will any of these taxes be payable as a consequence of a subsequent transfer or redemption of the Notes, unless the documents relating to the Notes are voluntarily registered in Luxembourg.

Under Luxembourg tax law, where an individual holder of the Notes is a resident of Luxembourg for inheritance tax purposes at the time of his/her death, the Notes are included in his or her taxable basis for inheritance tax purposes.

Gift tax may be due on a gift or donation of the Notes, if the gift is recorded in a Luxembourg notarial deed or otherwise registered in Luxembourg.

The Netherlands

The following overview of certain Dutch taxation matters is based on the laws and practice in force as of the date of this Base Prospectus. The tax law upon which this overview is based, is subject to changes, perhaps with retroactive effect. The following overview does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of a Note, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

For the purpose of this overview it is assumed that no individual or non-resident entity holding a Note has or will have a substantial interest (aanmerkelijk belang), or - in the case of a holder of a Note being an entity - a deemed substantial interest, in the Issuer and that no connected person (verbonden persoon) to the holder of a Note has or will have a substantial interest in the Issuer.

Generally speaking, an individual has a substantial interest in a company if (a) such individual, either alone or together with his partner if any, directly or indirectly has, or is deemed to have or (b) certain relatives of such

individual or his partner directly or indirectly have or are deemed to have (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (winstbewijzen) that relate to 5 per cent or more of either the annual profit or the liquidation proceeds of such company.

Generally speaking, a non-resident entity has a substantial interest in a company if such entity, directly or indirectly has (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (winstbewijzen) that relate to 5 per cent or more of either the annual profit or the liquidation proceeds of such company. An entity holding a Note has a deemed substantial interest in a company if such entity has disposed of or is deemed to have disposed of all or part of a substantial interest on a non-recognition basis.

For the purpose of this overview, the term "entity" means a corporation as well as any other person that is taxable as a corporation for Dutch corporate tax purposes.

Where this overview refers to a holder of a Note, an individual holding a Note or an entity holding a Note, such reference is restricted to an individual or entity holding legal title to as well as an economic interest in such Note or otherwise being regarded as owning a Note for Dutch tax purposes. It is noted that for purposes of Dutch income, corporate, gift and inheritance tax, assets legally owned by a third party such as a trustee, foundation or similar entity, may be treated as assets owned by the (deemed) settlor, grantor or similar originator or the beneficiaries in proportion to their interest in such arrangement.

Where the overview refers to "The Netherlands" or "Dutch" it refers only to the European part of the Kingdom of the Netherlands.

Investors should consult their professional advisers on the tax consequences of their acquiring, holding and disposing of a Note or Coupon.

Withholding tax

All payments made by the Issuer of interest and principal under the Notes can be made free of withholding or deduction of any taxes of whatever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein, unless the Notes qualify as debt that effectively functions as equity of the Dutch Issuer for purposes of article 10, paragraph 1, sub d of the Corporate Tax Act (*Wet op de vennootschapsbelasting 1969*).

Taxes on Income and Capital Gains

Non-residents

A holder of a Note which is not, and is not deemed to be, treated as, resident in The Netherlands for the relevant Dutch tax purposes will not be subject to Dutch taxation on income and capital gains derived or deemed to be derived from a Note unless:

- the income or capital gain is attributable to an enterprise or part thereof which is either effectively managed in The Netherlands or carried on through a permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) taxable in The Netherlands and the holder of a Note derives profits from such enterprise (other than by way of securities); or

the holder is an individual and the income or capital gain qualifies as taxable income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in The Netherlands as defined in the Income Tax Act 2001 (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

Residents

Resident entities

An entity holding a Note which is, or is deemed to be, resident in The Netherlands for Dutch corporate tax purposes and which is not tax exempt, will generally be subject to corporate tax in respect of income and capital gains derived or deemed to be derived from a Note at the prevailing statutory rates.

Resident individuals

An individual holding a Note who is, or is deemed to be, resident in The Netherlands for income tax purposes will be subject to income tax in respect of income or a capital gain derived from a Note at progressive rates up to 52 per cent. if:

- the income or capital gain is attributable to an enterprise from which the holder derives profits, whether as an entrepreneur or pursuant to a co-entitlement to the net value of an enterprise other than as a shareholder; or
the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) as defined in the Income Tax Act (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor (ii) applies, an individual holding a Note will be subject to income tax on the basis of a deemed return, regardless of any actual income or capital gain derived from a Note. The deemed return ranges from 2.87 per cent. to 5.39 per cent of the value of the individual's net assets as at the beginning of the relevant fiscal year (including the Notes). The applicable rates will be updated annually on the basis of historic market yields. Subject to application of certain allowances, the deemed return will be taxed at a rate of 30 per cent. As per 1 January 2017 the rate of 4 per cent will be replaced by variable progressive rates. For the year 2017 the rates are set from 2.9 to 5.5 per cent. The applicable rates will be updated annually on the basis of historic market yields.

Gift and Inheritance Taxes

No Dutch gift or inheritance taxes will be levied on the transfer of a Note by way of gift by, or on the death of, a holder of a Note, unless:

- the holder of a Note is, was or is deemed to be, resident in The Netherlands for the purpose of Dutch gift tax or Dutch inheritance tax, as applicable; or
the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is, was or is deemed to be resident in The Netherlands for the purpose of the relevant provisions.

Value Added Tax

There is no Dutch value added tax payable by a holder of a Note in respect of payments in consideration for the issue of the Notes or in respect of the payment of interest or principal under the Notes, or the transfer of the Note.

Other Taxes and Duties

There is no Dutch registration tax, stamp duty or any other similar tax or duty payable in The Netherlands by a holder of a Note in respect of or in connection with the execution, delivery and/or enforcement by legal proceedings (including any foreign judgement in the courts of The Netherlands) of the documents relating to the issue of the Notes, the performance of the Issuer's obligations under the Notes or the transfer of the Notes.

Residence

A holder of a Note will not be and will not be deemed to be resident in The Netherlands for tax purposes and, subject to the exceptions set out above, will not otherwise be subject to Dutch taxation, by reason only of acquiring, holding or disposing of a Note or the execution, performance, delivery and/or enforcement of a Note.

Sweden

The following overview outlines certain Swedish tax consequences of the acquisition, ownership and disposal of Notes. The overview is based on the laws of the Kingdom of Sweden as currently in effect and is intended to provide general information only. The overview is not exhaustive and does thus not address all potential aspects of Swedish taxation that may be relevant for a potential investor in the Notes and is neither intended to be nor should be construed as legal or tax advice. In particular, the overview does not address the rules regarding reporting obligations for, among others, payers of interest. Specific tax consequences may apply to certain categories of corporations, e.g. investment companies and life insurance companies, not described below. In addition, the overview does not address Notes that are held on an “investment savings account” (Sw: investeringssparkonto) that are subject to a specific tax regime. Investors should consult their professional tax advisers regarding the Swedish and foreign tax consequences (including the applicability and effect of double taxation treaties) of acquiring, owning and disposing of Notes in their particular circumstances.

Non-resident holders of Notes

As used herein, a “**non-resident holder**” means a holder of Notes who is (a) an individual who is not a resident of Sweden for tax purposes and who has no connection to Sweden other than his/her investment in the Notes or (b) an entity not organised under the laws of Sweden.

Payments of any principal amount or any amount that is considered to be interest for Swedish tax purposes to a non-resident holder of any Notes should not be subject to Swedish income tax provided that such holder does not carry out business activities from a permanent establishment in Sweden to which the Notes are effectively connected. Under Swedish tax law, no withholding tax is imposed on payments of principal or interest to a non-resident holder of any Notes.

Under Swedish tax law, a capital gain on a sale of Notes by a non-resident holder will not be subject to Swedish income tax unless the non-resident holder of Notes carries out business activities from a permanent establishment in Sweden to which the Notes are effectively connected.

Private individuals who are not resident in the Kingdom of Sweden for tax purposes may be liable to capital gains taxation in the Kingdom of Sweden upon disposal or redemption of certain financial instruments, depending on the classification of the particular financial instrument for Swedish income tax purposes, if they have been resident in the Kingdom of Sweden or have lived permanently in the Kingdom of Sweden at any time during the calendar year of disposal or redemption or the ten calendar years preceding the year of disposal or redemption. This liability may, however, be limited by tax treaties concluded between Sweden and other countries.

Resident holders of Notes

As used herein, a “**resident holder**” means a holder of Notes who is (a) an individual who is a resident in Sweden for tax purposes or (b) an entity organised under the laws of Sweden.

Generally, for Swedish corporations and private individuals (and estates of deceased individuals) that are resident holders of any Notes, all capital income (e.g. income that is considered to be interest for Swedish tax purposes and capital gains on Notes) will be taxable.

Amortisation of principal is not subject to Swedish income tax. Swedish tax law does not impose withholding tax on payments of principal or interest to a resident holder of Notes. However, if amounts that are considered to be interest for Swedish tax purposes are paid to a private individual (or an estate of a deceased person) that is a resident holder of Notes, Swedish preliminary tax is normally withheld on such payments.

Hong Kong

The following is an overview of certain Hong Kong tax considerations relating to the purchase, ownership and disposition of the Notes by a beneficial owner of the Notes. This overview is based on the tax laws and regulations of Hong Kong as currently in effect and which is subject to change or to different interpretation. This overview is for general information only and does not address all of the Hong Kong tax considerations that may be relevant to specific holders in light of their particular circumstances.

Withholding Tax

No withholding tax is payable in Hong Kong in respect of payments of principal or interest on the Notes or in respect of any capital gains arising from the sale of the Notes.

Profits Tax

Hong Kong profits tax is chargeable on every person carrying on a trade, profession or business in Hong Kong in respect of the assessable profits arising in or derived from Hong Kong from such trade, profession or business (excluding profits arising from the sale of capital assets).

Under the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong) (the “**Inland Revenue Ordinance**”), interest on the Notes may be subject to profits tax if it is received by or accrued to:

- (a) a corporation, other than a financial institution (as defined in the Inland Revenue Ordinance), carrying on a trade, profession or business in Hong Kong and where such interest is derived from Hong Kong;
- (b) a person, other than a corporation, carrying on a trade, profession or business in Hong Kong and is in respect of the funds of that trade, profession or business and where such interest is derived from Hong Kong; or
- (c) a financial institution (as defined in the Inland Revenue Ordinance) and arises through or from the carrying on by the financial institution of its business in Hong Kong, notwithstanding that the moneys in respect of which the interest is received or accrued are made available outside Hong Kong.

Sums derived from the sale, disposal or redemption of the Notes will be subject to profits tax in Hong Kong where received by or accrued to a person, other than a financial institution, from the carrying on of a trade, profession or business carried on in Hong Kong and the sum has a Hong Kong source. The source of such sums will generally be determined by having regard to the manner in which the Notes were acquired or disposed of, including where such activities were undertaken.

Sums received by or accrued to a financial institution by way of gain or profits arising through or from the carrying on by the financial institution of its business in Hong Kong from the sale, disposal or redemption of Notes will be subject to Hong Kong profits tax.

Stamp Duty

Stamp duty will not be payable on the issue of bearer Notes provided either:

- (a) such Notes are denominated in a currency other than the currency of Hong Kong and are not repayable in any circumstances in the currency of Hong Kong; or
- (b) such Notes constitute loan capital (as defined in the Stamp Duty Ordinance (Cap. 117) of Hong Kong).

If stamp duty is payable it is payable by the Issuer on the issue of bearer Notes at a rate of 3 per cent. of the market value of the Notes at the time of issue. No stamp duty will be payable on any subsequent transfer of bearer Notes.

PRC

The holders of Notes who are not PRC residents for PRC tax purposes will not be subject to withholding tax, income tax or any other taxes or duties imposed by any governmental authority in the PRC in respect of Notes or any repayment of principal and payment of interest made thereon.

SUBSCRIPTION AND SALE

Summary of Dealer Agreement

Subject to the terms and on the conditions contained in an Amended and Restated Dealer Agreement dated 31 July 2017 (the “**Dealer Agreement**”) between the Issuers, the Guarantor, the Permanent Dealers and the Arranger, the Notes will be offered on a continuous basis by the relevant Issuer to the Permanent Dealers. However, the relevant Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the relevant Issuer through the Dealers, acting as agents of such Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The relevant Issuer, failing whom, where applicable, the Guarantor, will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuers have agreed to reimburse the Arranger for its expenses incurred in connection with the Programme and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of Notes on a syndicated basis will be stated in the relevant Final Terms.

Each Issuer, failing whom, where applicable, the Guarantor, has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the relevant Issuer.

Selling Restrictions

United States

Regulation S Compliance Category, TEFRA D, unless TEFRA C is specified as applicable, or if TEFRA is specified as not being applicable in the relevant Final Terms.

The Notes and the Guarantee have not been and will not be registered under the Securities Act and the Notes 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 the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

English Law Notes and French Law Notes issued as Materialised Notes having a maturity of more than one year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver the Notes of any identifiable Tranche (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of such Tranche as determined, and certified to the Issuer, by the Fiscal Agent or, in the case of Notes issued on a syndicated basis, the lead manager, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the distribution compliance period 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.

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

Prohibition of Sales to EEA Retail Investors

From 1 January 2018, 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 European Economic Area. 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 2002/92/EC (as amended, the “**Insurance Mediation Directive**”), 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; 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 Restrictions under the Prospectus Directive

Until 1 January 2018, in respect of Notes the denomination per unit of which is less than Euro 100,000 (or its equivalent in another currency):

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 European Economic Area (each, a “**Relevant Member State**”), except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) **Approved Prospectus:** 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 Base Prospectus or Final Terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) **Qualified Investors:** at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) **Fewer than 150 natural or legal persons:** 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
- (d) **Other exempt offers:** 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 (b) to (d) above shall require 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.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Relevant 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 and the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the Directive 2010/73/EU) and includes any relevant implementing measure in each Relevant Member State.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) *Financial Promotions*: 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 Financial Services and Markets Act 2000 (the “**FSMA**”)) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer;
- (ii) *General Compliance*: it has complied with and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom; and
- (iii) *Accepting Deposits in the United Kingdom*: in relation to any Notes which have a maturity of less than one year (a) 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 businesses and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or 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.

Republic of France

Each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) *Offer to the public in France*: it has only made and will only make an offer of Notes to the public in France in the period beginning on the date of notification to the *Autorité des marchés financiers* (“**AMF**”) of the approval of the prospectus relating to those Notes by the competent authority of a member state of the European Economic Area, other than the AMF, which has implemented the EU Prospectus Directive 2003/71/EC, 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, and ending at the latest on the date which is 12 months after the date of the approval of this Base Prospectus; or
- (ii) *Private placement in France*: it has not offered or sold and will not offer or sell, directly or indirectly, any 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, this 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) persons providing 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*) acting for their own account, 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*.

Belgium

The following selling restriction shall apply to offers of Notes the denomination per unit of which is less than Euro 100,000 (or its equivalent in another currency) 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 Debt Issuance Programme 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.

The Netherlands

For selling restrictions in respect of The Netherlands, see "*Public Offer Selling Restrictions under the Prospectus Directive*" above and in addition, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) *Specific Dutch selling restriction for exempt offers*: it 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 The Netherlands in reliance on Article 3(2) of the Prospectus Directive unless:
- (i) such offer is made exclusively to persons or legal entities which are qualified investors (as defined in the Dutch Financial Supervision Act (*Wet op het financieel toezicht*, the "**FSA**") and which includes authorised discretionary asset managers acting for the account of retail investors under a discretionary investment management contract) in The Netherlands; or
 - (ii) standard exemption logo and wording are disclosed as required by article 5:20(5) of the FSA; or
 - (iii) such offer is otherwise made in circumstances in which article 5:20(5) of the FSA is not applicable,

provided that no such offer of Notes shall require any 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.

For the purposes of this provision, the expressions (i) an "**offer of Notes to the public**" in relation to any Notes in The Netherlands; and (ii) "**Prospectus Directive**", have the meaning given to them above in the paragraph headed "Public Offer Selling Restrictions under the Prospectus Directive".

- (b) *Compliance with Dutch Savings Certificates Act*: Zero Coupon Notes (as defined below) in definitive form of any Issuer may only be transferred and accepted, directly or indirectly, within, from or into The Netherlands through the mediation of either the relevant Issuer or a member firm of Euronext Amsterdam N.V. in full compliance with the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) of 21 May 1985 (as amended) and its implementing regulations. No such mediation is required: (a) in respect of the transfer and acceptance of rights representing an interest in a Zero Coupon Notes in global form, or (b) in respect of the initial issue of Zero Coupon Notes in definitive form to the first holders thereof, or (c) in respect of the transfer and acceptance of Zero Coupon Notes in definitive form between individuals not acting in the conduct of a business or profession, or (d) in respect of the transfer and acceptance of such Zero Coupon Notes within, from or into The Netherlands if all Zero Coupon Notes (either in definitive form or as rights representing an interest in a Zero Coupon Note in global form) of any particular Series are issued outside The Netherlands and are not distributed into The Netherlands in the course of initial distribution or immediately thereafter. As used herein "**Zero Coupon Notes**" are Notes that are in bearer form and that constitute a claim for a fixed sum against the relevant Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever.

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 “**Financial Instruments and Exchange Act**”). Accordingly, each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and ministerial guidelines of Japan.

Sweden

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that (A) it will only offer any Notes to the public in Sweden provided that (i) the procedure and provisions under “Subscription and Sale” and “Public Offer Selling Restrictions under the Prospectus Directive” (as such procedures and provisions have been implemented in Sweden) are complied with; (ii) the amount of the Notes offered by it to each investor is equivalent to at least €100,000 or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency; (iii) the minimum denomination of each Note is €100,000 or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency; (iv) the Notes have a maturity of less than one year; or (v) the offering is otherwise made in accordance with the provisions of the Prospectus Directive (as implemented in Sweden); and (B) no Notes will be admitted to trading on a regulated market in Sweden unless (i) and until a prospectus in relation to such Notes has been approved by the Swedish Financial Supervisory Authority (*Sw. Finansinspektionen*) (“**SFSA**”) and published or, where a prospectus has been approved by the competent authority of another Member State of the European Economic Area which has implemented the Prospectus Directive, where such approval has been notified to SFSA, all in accordance with the provisions of the Swedish Financial Instruments Trading Act (*Sw. lag (1991:980) om handel med finansiella instrument*); or (ii) the Notes have a maturity of less than one year.

Switzerland

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes may not be publicly offered, distributed or advertised, directly or indirectly, in or from Switzerland. Neither Final Terms nor the Base Prospectus or any other offering or marketing material relating to the Notes may be distributed or otherwise made available in Switzerland in any way that could constitute a public offering within the meaning of Articles 652a or 1156 of the Swiss Code of Obligations (the “**Code**”) or a distribution within the meaning of Article 3 of the Swiss Federal Act on Collective Investment Schemes (“**CISA**”). The Final Terms, the Base Prospectus or any other offering or marketing material relating to the Notes may only be made available in or from Switzerland to regulated financial intermediaries as defined in Article 10(3)(a) or (b) of the CISA, i.e. banks, securities dealers, fund management companies, asset managers of collective investment schemes, central banks and insurance companies. The Final Terms, the Base Prospectus or any other offering or marketing material relating to the Notes may not be copied, reproduced, distributed or passed on to third parties without the Managers’ prior written consent.

The Notes will not be listed on the SIX Swiss Exchange (“**SIX**”) or any other stock exchange or regulated trading facility in Switzerland and neither the Final Terms nor the Base Prospectus constitute a prospectus within the meaning of Articles 652a and 1156 of the Code or a listing prospectus within the meaning of Article 27 of the Listing Rules of the SIX, or the listing rules of any other stock exchange or regulated trading facility in Switzerland, and may not comply with the information standards required thereunder. The Notes have not been approved by the Swiss Financial Market Supervisory Authority FINMA (“**FINMA**”) and investors in the Notes will not benefit from protection under the CISA or supervision by FINMA.

Hong Kong

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant 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, Laws of Hong Kong) (the “SFO”) other than (i) to “professional investors” as defined in the SFO and any rules made under the SFO; 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, Laws of Hong Kong) (the “Companies Ordinance”) or which do not constitute an offer to the public within the meaning of the Companies Ordinance and as permitted under the SFO; 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 under the SFO.

PRC

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree that this Base Prospectus, the Notes, or any material or information contained or incorporated by reference in this Base Prospectus relating to the Notes, have not been, and will not be submitted to become, approved/verified by, or registered with, any relevant government authorities under PRC law. 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 the Notes are not being offered or sold and may not be offered or sold by it, directly or indirectly, in the PRC (for such purposes and the remaining references to “PRC” in this paragraph “PRC”, not including the Hong Kong and Macau Special Administrative Regions or Taiwan) except as permitted by the securities laws of the PRC and this Base Prospectus may not be supplied to the public in the PRC or used in connection with any offer for subscription or sale of the Notes in the PRC directly or indirectly. The material or information contained or incorporated by reference in this Base Prospectus relating to the Notes does not constitute an offer to sell or the solicitation of an offer to buy any securities by any person in the PRC. The Notes may only be offered or sold to PRC investors that are authorised to engage in the purchase of Notes of the type being offered or sold.

Each Dealer has represented, warranted and agreed to and with the relevant Issuer that it has not made, and will not make, any offers, promotions, or solicitations for sales of or for, as the case may be, any Notes in the PRC, except where permitted by competent authorities or where the activity otherwise is permitted under the PRC law. Each Dealer should ensure that the relevant PRC investors have noted or will note that they are responsible for informing themselves about observing all legal and regulatory restrictions, obtaining all relevant government regulatory approvals/licenses, verifications and/or registrations from all relevant governmental authorities (including but not limited to the China Securities Regulatory Commission and/or the State Administration of Foreign Exchange), and complying with all the applicable PRC regulations, including but not limited to any relevant PRC foreign exchange regulations and/or foreign investment regulations.

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 under the Securities and Futures Act (Chapter 289 of Singapore) (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, of such Notes, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined under Section 4A of the SFA) under 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 Notes are subscribed or purchased in reliance on an exemption under Section 274 or 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 (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 32 of the Securities and Futures (Offers of Investments)(Shares and Debentures) Regulations 2005 of Singapore.

General

These selling restrictions may be modified by the agreement of the relevant Issuer and the Dealers following change in a relevant law, regulation or directive. Any such modification will be set out in a supplement to this Base Prospectus.

No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms and neither the Issuers, the Guarantor, nor any other Dealer shall have responsibility therefor.

FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES BY UNIBAIL-RODAMCO OF SECURITIES WITH A DENOMINATION OF LESS THAN €100,000 TO BE ADMITTED TO TRADING ON AN EEA REGULATED MARKET AND/OR OFFERED TO THE PUBLIC IN THE EUROPEAN ECONOMIC AREA

APPLICABLE FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme

[DATE]

UNIBAIL-RODAMCO SE

Issue of [Aggregate Nominal Amount of Tranche][Title of Notes]

Under the EURO 15,000,000,000

Guaranteed Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth under the heading "*Terms and Conditions of the French Law Notes*" in the Base Prospectus dated 31 July 2017 which received visa no. 17-403 from the *Autorité des marchés financiers* (the "**AMF**") on 31 July 2017 [and the supplement to the Base Prospectus dated [●] which received visa no. 17-403 from the *Autorité des marchés financiers* (the "**AMF**") on [●]] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC (the "**Prospectus Directive**") as amended by Directive 2010/73/EC. 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 such 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 [copies may be obtained from [address]].]

[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 sub-paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]

- | | | |
|---|---|---|
| 1 | [(i)] Series Number: | [●] |
| | [(ii)] Tranche Number: | [●] |
| | [(iii)] Date on which the Notes become fungible:] | [Not Applicable/ The Notes will be assimilated (<i>assimilées</i>) and form a single series with the [<i>mention the title of the Series of original notes</i>] on [<i>insert date</i>] /the Issue Date] (the " Assimilation Date ").] |
| 2 | Specified Currency or Currencies: | [●] |
| 3 | Aggregate Nominal Amount: | [●] |
| | [(i)] Series: | [●] |
| | [(ii)] Tranche: | [●] |

- 4 Issue Price: [•] per cent. of the Aggregate Nominal Amount [plus an amount corresponding to accrued interest from, and including, [insert date] to, but excluding, [the Issue Date/insert other date] (in the case of fungible issues only, if applicable)]
- 5 (i) Specified Denominations: [•]
[In respect of Dematerialised French Law Notes or Notes admitted to trading on Euronext Paris, there should be one denomination only]
(If an issue of Notes is (i) not admitted to trading on an EEA regulated market and (ii) only offered within the EEA in circumstances where a prospectus is not required to be published under the Prospectus Directive the €1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency) minimum denomination is not required.)
- 6 [(i)] Issue Date: [•]
 [(ii)] Interest Commencement Date: [Specify/Issue Date/Not Applicable]
- 7 Maturity Date: [•]
(specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year)
- 8 Interest Basis: [[•]% Fixed Rate]
 [[EURIBOR/LIBOR] +/- [•] % Floating Rate]
 [Zero Coupon]
 [EUR CMS]
 [Fixed/Floating Rate]
(see paragraph [12/13/14] below)
- 9 Change of Interest Basis: [Applicable/Not Applicable]
(specify the date when any fixed to floating rate change occurs or refer to paragraphs 12 and 13 below and identify there)
- 10 Put/Call Options: [Investor Put]
 [Issuer Call]
 [Clean-up Call]
 [Make-whole Redemption by the Issuer]
 [(See paragraph [15/16/17/18] below)]
- 11 [Date of [Board] approval for issuance of Notes obtained: [•] [and [•], respectively]
(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 12 **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 [annually/semi-

- annually/quarterly/monthly/other (*specify*) in arrear on each Interest Payment Date
- (ii) Interest Payment Date(s): [•] in each year [adjusted in accordance with [the Business Day Convention specified below (*RMB Notes only*)] (*specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"*)/not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [•] per Specified Denomination (*Not applicable for RMB Notes*)
- (iv) Broken Amount(s): [•] per Specified Denomination, payable on the Interest Payment Date falling [in/on] [•]
- (v) Day Count Fraction: [Actual/Actual] / [Actual/Actual – ISDA] / [Actual/Actual-ICMA] / [Actual/365 – FBF] / [Actual/Actual – FBF] / [Actual/365 (Fixed)] / [Actual/365 (Sterling)] / [Actual/360] / [30/360] / [360/360] / [Bond Basis] / [30/360 (Fixed)] / [30E/360] / [Eurobond Basis] / [30E/360 (ISDA)]
- (vi) [Determination Dates: [[•] in each year/Not Applicable]
(*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*)
- (vii) [Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]]
(*RMB Notes only*)
- (viii) [Party responsible for calculating Interest Amounts (if not the Calculation Agent): [[•]/Not Applicable]
(*RMB Notes only*)
- 13 Floating Rate Note Provisions** [Applicable/Not Applicable]
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Interest Period(s): [•]
- (ii) Specified Interest Payment Dates: [•] in each year, subject to adjustment in accordance with the Business Day Convention set out in item (v) below
- (iii) First Interest Payment Date: [•]
- (iv) Interest Period Date: [•]
(*Not applicable unless different from Interest Payment Date*)
- (v) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]
- (vi) 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 22 relates*)
- (vii) Manner in which the Rate(s) [Screen Rate Determination/ISDA Determination/FBF

	of Interest is/are to be Determination]	
	determined:	
(viii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Calculation Agent]):	[[•]/Not Applicable]
(ix)	Screen Rate Determination:	
	– Reference Rate:	[•]
	– Linear Interpolation:	[Applicable/Not Applicable] [If applicable and the Rate of Interest is determined by linear interpolation in respect of an Interest Accrual Period (as per Condition 4(b)(iii)(B)(d) of the French Law Conditions, insert the relevant Interest Accrual Period(s) and the relevant two rates used for such determination]
	– Interest Determination Date(s):	[•]
	– Relevant Screen Page:	[•]
(x)	ISDA Determination:	
	– Floating Rate Option:	[•]
	– Designated Maturity:	[•]
	– Reset Date:	[•]
(xi)	FBF Determination:	
	– Floating Rate:	[•]
	– Floating Rate Determination Date (<i>Date de Détermination du Taux Variable</i>):	[•]
(xii)	Margin(s):	[+/-][•] per cent. per annum
(xiii)	Minimum Rate of Interest:	[[As per Condition 4(b)(iii)(A) of the French Law Conditions, 0]/[specify a rate higher than 0]] per cent. per annum (<i>For the avoidance of doubt, after application of the Margin, if any</i>) (see Condition 4(b)(iii) and Condition 4(f) of the French Law Conditions)
(xiv)	Maximum Rate of Interest:	[•] per cent. per annum
(xv)	Day Count Fraction:	[Actual/Actual] / [Actual/Actual – ISDA] / [Actual/Actual-ICMA] / [Actual/365 – FBF] / [Actual/Actual – FBF] / [Actual/365 (Fixed)] / [Actual/365 (Sterling)] / [Actual/360] / [30/360] / [360/360] / [Bond Basis] / [30/360 (Fixed)] / [30E/360] / [Eurobond Basis] / [30E/360 (ISDA)]
14	Zero Coupon Note Provisions	[Applicable/Not Applicable] (<i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i>)
(i)	Amortisation Yield:	[•] per cent. per annum
(ii)	Day Count Fraction:	[Actual/Actual] / [Actual/Actual – ISDA] / [Actual/Actual-ICMA] / [Actual/365 – FBF] / [Actual/Actual – FBF] /

[Actual/365 (Fixed)] / [Actual/365 (Sterling)] / [Actual/360] /
[30/360] / [360/360] / [Bond Basis] / [30/360 (Fixed)] /
[30E/360] / [Eurobond Basis] / [30E/360 (ISDA)]

PROVISIONS RELATING TO REDEMPTION

- 15 Call Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s) of each Note: [[•] per Specified Denomination]/[Condition 5(b) of the French Law Conditions applies]
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: [•] per Specified Denomination
- (b) Maximum Redemption Amount: [•] per Specified Denomination
- (iv) Notice period: [As per Conditions]/[not less than [•] days nor more than [•] [Business/calendar] days]
- 16 Make-whole Redemption by the Issuer** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Notice period: [•]
- (ii) Parties to be notified (if other than set out in Condition 5(d) of the French Law Conditions): [[•]/Not Applicable]
- (iii) Reference Bond: [•]
- (iv) Make-whole Margin: [•]
- 17 Clean-up Call Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Minimum Percentage: [•] per cent.
- (ii) Clean-up Call Amount: [[•] per Specified Denomination]/[Condition 5(b) of the French Law Conditions applies]
- (iii) Notice period: [As per Conditions] / [not less than [•] days nor more than [•] days]
- 18 Put Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s) of each Note: [•] per [Specified Denomination]
- (iii) Notice period: [As per Conditions] / [not less than [•] days nor more than [•] days]
(The clearing systems will require a notice period of at

least 15 business days)

- 19 Final Redemption Amount of each Note** Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100 per cent. of their nominal amount/[●]¹ per Specified Denomination]
- 20 Early Redemption Amount**
- (i) Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default: [[●] per [Specified Denomination]/Not Applicable]
- (ii) Redemption for taxation reasons permitted on days other than Interest Payment Dates: [Yes/No]
- (iii) Unmatured Coupons to become void upon early redemption: [Yes/No]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 21 Form of Notes:** [Dematerialised Notes/Materialised Notes] [*Materialised Notes are only in bearer form and can only be issued outside France*]
- [*The following elections apply in respect of Dematerialised Notes: [Bearer form (au porteur) / [Registered form (au nominatif)*
- [*The following information is required in respect of Dematerialised Notes: [Insert name of Registration Agent]*
- [*The following elections apply in respect of Materialised Notes: [Temporary Global Certificate exchangeable for Definitive Materialised Notes on [●] (the “Exchange Date”), subject to postponement as provided in the Temporary Global Certificate]*
- 22 Financial Centre(s):** [Not Applicable/give details. Note that this paragraph relates to the date of payment, and not interest period end dates, to which sub-paragraph 15(vi) relates]
- 23 Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):** [Yes/No.] (*Talons should be specified if there will be more than 27 coupons or if the total interest payments may exceed the principal due on early redemption.*)
- 24 Details relating to Instalment Notes:** [Not Applicable/give details]

¹ The amount to be inserted will either be the nominal amount or, if there are multiple denominations, the minimum denomination of such Calculation Amount

- (i) Instalment Amount(s): [●]
- (ii) Instalment Date(s): [●]
- (iii) Minimum Instalment Amount: [●]
- (iv) Maximum Instalment Amount: [●]
- 25** Redenomination provisions: [Not Applicable/The provisions in Condition 1 apply]
- 26** Consolidation provisions: [Not Applicable/The provisions in Condition 12 of the French Law Conditions apply]
- 27** **Masse (Condition 10 of the Terms and Conditions of the French Law Notes):** [[Full Masse]/[Contractual Masse] shall apply (*Note that (i) in respect of any Tranche of Notes issued outside France, Condition 10(b) (Contractual Masse) may be elected by the Issuer, and (ii) in respect of any Tranche of Notes not issued outside France, Condition 10(a) (Full Masse) shall apply*)]
- (i) Representative: [●] (*specify name and address*)
- (ii) Alternative Representative: [●] (*specify name and address*)
- (iii) Remuneration of Representative: [●] (*if applicable, specify the amount and payment date*)
- 28** **Governing law:** The Notes [and the Receipts, the Coupons and the Talons] and any non-contractual obligations arising out of or in connection with the Notes [and the Receipts, the Coupons and the Talons] will be governed by, and shall be construed in accordance with, French law
- 29** **[Exclusion of the possibility to request identification information of the Noteholders as provided by Condition 1(a)(i) of the French Law Notes:]** [Applicable] (*If the possibility to request identification information of the Noteholders as provided by Condition 1(a)(i) of the French Law Notes is contemplated, delete this paragraph*)

THIRD PARTY INFORMATION

[(*Relevant third party information*) 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 the Unibail-Rodamco:

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 listed on [Euronext Paris/the Official list of the Luxembourg Stock Exchange] [*specify other relevant list*] and admitted to trading on [Euronext Paris/the Regulated Market of the Luxembourg Stock Exchange] [*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 listed and admitted to trading on [*specify 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 will not be rated.]

The Notes to be issued [have been/are expected to be] rated:

[S & P: [●]]

[Fitch: [●]]

[[Other]: [●]]

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.] *(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. As such [●] [is/are] included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.]

[*Insert credit rating agency/ies*] [is/are] not established in the EU but the rating [it/they] [has/have] given to the Notes is endorsed by [*Insert credit rating agency/ies*], which is established in the EU 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 EU but [is/are] certified 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.][*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.*]

(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 NOTIFICATION

[The *Commission de surveillance du secteur financier* in Luxembourg [has been requested to provide/has provided – *include first alternative for an issue which is contemporaneous with the update of the Programme and the second alternative for subsequent issues*] the [include names of competent authorities of host Member States] with a certificate of approval attesting that the Base prospectus has been drawn up in accordance with the Prospectus Directive]./[Not Applicable.]

4 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

(Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:)

[[Save for any fees payable to the [Manager[s]], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Manager[s]] and [its/their] affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business. *(Amend as appropriate if there are other interests)*]

5 REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i) Reasons for the offer:

[•]

(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 will need to split out and present 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.)*

6 [Fixed Rate Notes only – YIELD

Indication of yield:

[•]

7 [Floating Rate Notes only - PAST AND FUTURE PERFORMANCE OF THE UNDERLYING AND ITS VOLATILITY

Details of historic [LIBOR/EURIBOR/EUR CMS or any other reference rate] rates can be obtained from [Reuters].]

8 OPERATIONAL INFORMATION

ISIN Code: [●] [until the Consolidation Date, [●] thereafter]
Common Code: [●] [until the Consolidation Date, [●] thereafter]
Other identification number: [[●]/Not Applicable]
Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s): [Not Applicable/give name(s), addresses and number(s)]
Delivery: Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s) (if any): [[●]/Not Applicable]

9 DISTRIBUTION

(i) Method of distribution: [Syndicated/Non-syndicated]
(ii) If syndicated:
(A) Names of Managers: [Not Applicable/give names and addresses]
(Include names of entities agreeing to underwrite the issue on a firm commitment basis and names 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) Stabilising Manager(s) if any: [Not Applicable/give name and address]
(iii) If non-syndicated, name of Dealer: [Not Applicable/give name and address]
(iv) Total commission and concession: [●] per cent. of the Aggregate Nominal Amount
(v) US Selling Restrictions (Categories of potential investors to which the Notes are offered): [Reg. S Compliance Category]; [TEFRA C/TEFRA D/TEFRA Not Applicable]
(vi) Non-exempt offer: [Not Applicable] / [An offer of the Notes may be made by the Managers [and [specify, if applicable]] other than pursuant to Article 3(2) of the Prospectus Directive in [specify relevant Member State(s) – which must be jurisdictions where the Prospectus and any supplements have been passports] ("**Public Offer Jurisdictions**") during the period from [specify date] until [specify date] ("**Offer Period**"). See further Paragraph 10 below.

10 TERMS AND CONDITIONS OF THE OFFER

Offer Price: [Issue Price] [specify]
Conditions to which the offer is subject: [Not Applicable/give details]
The time period, including any possible amendments during which

the offer will be open and description of the application process:

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*]

If the offer is being made simultaneously in the markets of two or more countries, and if 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*]

Consent of the Issuer to use the Prospectus during the Offer Period: [Not Applicable/Applicable with respect to any Authorised Offeror specified below]

Authorised Offeror(s) in various countries where the offer takes place: [Not Applicable/*Name(s) and address(es) of the financial intermediary(ies) appointed by the Issuer to act as Authorised Offeror(s)/Any financial intermediary which satisfies the conditions set out below in item "Conditions attached to the consent of the Issuer to use the Prospectus"*]

Conditions attached to the consent of the Issuer to use the Prospectus: [Not Applicable/(*Where the Issuer has given a general consent to any financial intermediary to use the Prospectus, specify any additional conditions to or any condition replacing those set out on page 4 of the Base Prospectus or indicate "See conditions set out in the Base Prospectus". Where Authorised Offeror(s) have been designated herein, specify any condition*)]

[ANNEX – FORM OF ISSUE SPECIFIC SUMMARY]

(Issue specific summary to be annexed to the Final Terms)

**FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF
SECURITIES WITH A DENOMINATION OF AT LEAST €100,000 TO BE ADMITTED
TO TRADING ON AN EEA REGULATED MARKET**

APPLICABLE FINAL TERMS

Set out below is the form of Final Terms which will be completed
for each Tranche of Notes issued under the Programme

[DATE]

[UNIBAIL-RODAMCO SE/
RODAMCO EUROPE FINANCE B.V./
RODAMCO SVERIGE AB ¹]

RODAMCO EUROPE FINANCE B.V./

RODAMCO SVERIGE AB ¹]

Issue of [Aggregate Nominal Amount of Tranche][Title of Notes]

[Guaranteed by Unibail-Rodamco]¹

Under the EURO 15,000,000,000

Guaranteed Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth under the heading ["*Terms and Conditions of the English Law Notes*" / "*Terms and Conditions of the French Law Notes*"] in the Base Prospectus dated 31 July 2017 which received visa no. 17-403 from the *Autorité des marchés financiers* (the "**AMF**") on 31 July 2017 [and the supplement to the Base Prospectus dated [●] which received visa no. 17-403 from the *Autorité des marchés financiers* (the "**AMF**") on [●]] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC (the "**Prospectus Directive**") as amended by Directive 2010/73/EC. 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 such Base Prospectus [as so supplemented]. Full information on the Issuer[, the Guarantor] 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 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 a Base Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the English Law Conditions (the "**Conditions**") [which are the [2009/2010/2011/2012/2013/2014/2015/2016] EMTN Conditions contained in the [2009/2010/2011/2012/2013/2014/2015/2016] Base Prospectus dated [26 August 2009 [and the supplement thereto dated 24 February 2010]/1 September 2010/20 June 2011/20 June 2012/24 June 2013/1 August 2014/30 July 2015] which

¹ Only applicable for English Law Notes

are incorporated by reference in the Base Prospectus. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of Directive 2003/71/EC (the “**Prospectus Directive**”) as amended by Directive 2010/73/EC and must be read in conjunction with the Base Prospectus dated [31 July 2017] [and the supplement to the Base Prospectus dated [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive. Full information on the Issuer[, the Guarantor] and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [and the supplement(s) to the Base Prospectuses dated [●] and [●]] and the [2009/2010/2011/2012/2013/2014/2015/2016] EMTN Conditions]. [The Base Prospectus [and the supplement(s) to the Base Prospectus] are available for viewing at [address] [and] [website] and copies may be obtained from [address].]

[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 sub-paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]

- 1
 - [(i)] Series Number: [●]
 - [(ii)] Tranche Number: [●]
 - [(iii)] Date on which the Notes become fungible: [Not Applicable/ The Notes will be consolidated, form a single series and be interchangeable for trading purposes with the *[mention the title of the Series of original notes]* on *[insert date]* /the Issue Date/exchange of the Temporary Global Notes, as referred to in paragraph [21] below [which is expected to occur on or about *[insert date]*] (the “**Consolidation Date**”).]

- 2 Specified Currency or Currencies: [●]
- 3 Aggregate Nominal Amount: [●]
 - [(i)] Series: [●]
 - [(ii)] Tranche: [●]
- 4 Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus an amount corresponding to accrued interest from, and including, *[insert date]* to, but excluding, [the Issue Date/*insert other date*] (*in the case of fungible issues only, if applicable*)]

- 5 (i) Specified Denominations: [●]

[In respect of Dematerialised French Law Notes or Notes admitted to trading on Euronext Paris, there should be one denomination only]

(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:]: [●]

[Only applicable to English Law Notes and Materialised Notes]

(The applicable Calculation Amount (which is used for the calculation of interest and redemption amounts) will be (i) if there is only one Specified Denomination, the Specified Denomination of the relevant Notes or (ii) if there are several Specified Denominations or the circumstances referred to in Note 2 above apply (e.g. Specified Denominations of €100,000 and multiples of €1,000), the highest common factor of those Specified Denominations (note: there must be a common factor in the case of two or more Specified Denominations). If “Calculation Amount” is to be used in the Final Terms, corresponding references to the Calculation Amount for interest, put and call options and redemption amount calculation purposes should be included in the terms and conditions set out in the base prospectus. Note that a Calculation Amount of less than 1,000 units of the relevant currency may result in practical difficulties for paying agents and/or ICSDs who should be consulted if such an amount is proposed.)

- 6 [(i)] Issue Date: [•]
 [(ii)] Interest Commencement Date: [Specify/Issue Date/Not Applicable]
- 7 Maturity Date: [•]
(specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year)
- 8 Interest Basis: [[•]% Fixed Rate]
 [[EURIBOR/LIBOR] +/- • % Floating Rate]
 [Zero Coupon]
 [EUR CMS]
 [Fixed/Floating Rate]
(see paragraph [12/13/14] below)
- 9 Change of Interest Basis: [Applicable/Not Applicable]
(specify the date when any fixed to floating rate change occurs or refer to paragraphs 12 and 13 below and identify there)
- 10 Put/Call Options: [Investor Put]
 [Issuer Call]
 [Clean-up Call]
 [Make-whole Redemption by the Issuer]
 [(See paragraph [15/16/17/18]below)]
- 11 [Date of [Board] approval for [•] [and [•], respectively]
 issuance of Notes [and Guarantee] (N.B. Only relevant where Board (or similar)
 obtained: authorisation is required for the particular tranche of
 Notes)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

12	Fixed Rate Note Provisions	<p>[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p> <p>(i) Rate[(s)] of Interest: [•] per cent. per annum payable [annually/semi-annually/quarterly/monthly/other (<i>specify</i>)] in arrear on each Interest Payment Date</p> <p>(ii) Interest Payment Date(s): [•] in each year [adjusted in accordance with [the Business Day Convention specified below (<i>RMB Notes only</i>)] (<i>specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"</i>)/not adjusted]</p> <p>(iii) Fixed Coupon Amount[(s)]: [•] per [Calculation Amount/Specified Denomination] (<i>Not applicable for RMB Notes</i>)</p> <p>(iv) Broken Amount(s): [•] per [Calculation Amount/Specified Denomination] payable on the Interest Payment Date falling [in/on] [•]</p> <p>(v) Day Count Fraction: [Actual/Actual] / [Actual/Actual – ISDA] / [Actual/Actual-ICMA] / [Actual/365 – FBF] / [Actual/Actual – FBF] / [Actual/365 (Fixed)] / [Actual/365 (Sterling)] / [Actual/360] / [30/360] / [360/360] / [Bond Basis] / [30/360 (Fixed)] / [30E/360] / [Eurobond Basis] / [30E/360 (ISDA)]</p> <p>(vi) [Determination Dates: [[•] in each year/Not Applicable] <i>(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)]</i></p> <p>(vii) [Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]] (<i>RMB Notes only</i>)</p> <p>(viii) [Party responsible for calculating Interest Amounts (if not the Calculation Agent): [[•]/Not Applicable]] (<i>RMB Notes only</i>)</p>
13	Floating Rate Note Provisions	<p>[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p> <p>(i) Interest Period(s): [•]</p> <p>(ii) Specified Interest Payment Dates: [•] in each year, subject to adjustment in accordance with the Business Day Convention set out in item (v) below</p> <p>(iii) First Interest Payment Date: [•]</p> <p>(iv) Interest Period Date: [•] (<i>Not applicable unless different from Interest Payment Date</i>)</p> <p>(v) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business</p>

	Day Convention/ Preceding Business Day Convention]
(vi) Business Centre(s):	<p>[•]</p> <p><i>(Note that this item relates to interest period end dates and not to the date and place of payment, to which item 23 relates)</i></p>
(vii) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination/FBF Determination]
(viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Calculation Agent]):	[[•]/Not Applicable]
(ix) Screen Rate Determination:	
– Reference Rate:	[•]
– Linear Interpolation:	[Applicable/Note Applicable] [If applicable and the Rate of Interest is determined by linear interpolation in respect of an Interest Accrual Period (as per [Condition 4(b)(iii)(B)(d) of the English Law Conditions/Condition 4(b)(iii)(B)(d) of the French Law Conditions], insert the relevant Interest Accrual Period(s) and the relevant two rates used for such determination]
– Interest Determination Date(s):	[•]
– Relevant Screen Page:	[•]
(x) ISDA Determination:	
– Floating Rate Option:	[•]
– Designated Maturity:	[•]
– Reset Date:	[•]
(xi) FBF Determination:	
– Floating Rate:	[•]
– Floating Rate Determination Date (<i>Date de Détermination du Taux Variable</i>):	[•]
(xii) Margin(s):	[+/-][•] per cent. per annum
(xiii) Minimum Rate of Interest:	[[As per [Condition 4(b)(iii)(A) of the English Law Conditions/Condition 4(b)(iii)(A) of the French Law Conditions], 0]/[specify a rate higher than 0]] per cent. per annum (<i>For the avoidance of doubt, after application of the Margin, if any (see [Condition 4(b)(iii) and Condition 4(f) of the English Law Conditions/Condition 4(b)(iii) and Condition 4(f) of the French Law Conditions]</i>)
(xiv) Maximum Rate of Interest:	[•] per cent. per annum
(xv) Day Count Fraction:	[Actual/Actual] / [Actual/Actual – ISDA] / [Actual/Actual-ICMA] / [Actual/365 – FBF] / [Actual/Actual – FBF] /

[Actual/365 (Fixed)] / [Actual/365 (Sterling)] /
[Actual/360] / [30/360] / [360/360] / [Bond Basis] /
[30/360 (Fixed)] / [30E/360] / [Eurobond Basis] /
[30E/360 (ISDA)]

14 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:

[Actual/Actual] / [Actual/Actual – ISDA] / [Actual/Actual-
ICMA] / [Actual/365 – FBF] / [Actual/Actual – FBF] /
[Actual/365 (Fixed)] / [Actual/365 (Sterling)] /
[Actual/360] / [30/360] / [360/360] / [Bond Basis] /
[30/360 (Fixed)] / [30E/360] / [Eurobond Basis] /
[30E/360 (ISDA)]

PROVISIONS RELATING TO REDEMPTION

15 Call Option

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Optional Redemption Date(s):

[•]

(ii) Optional Redemption Amount(s) of each Note:

[[•] per Calculation Amount//Specified Denomination]]/[Condition 5(b) of the English Law Conditions/Condition 5(b) of the French Law Conditions] applies]

(iii) If redeemable in part:

(a) Minimum Redemption Amount:

[•] per [Calculation Amount/Specified Denomination]

(b) Maximum Redemption Amount:

[•] per [Calculation Amount/Specified Denomination]

(iv) Notice period:

[As per Conditions]/[not less than [•] days nor more than [•] [Business/calendar] days]

16 Make-whole Redemption by the Issuer

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Notice period:

[•]

(ii) Parties to be notified (if other than set out in [Condition 5(d) of the English Law Conditions /Condition 5(d) of the French Law Conditions]):

[[•]/Not Applicable]

(iii) Reference Bond:

[•]

(iv) Make-whole Margin:

[•]

17 Clean-up Call Option

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Minimum Percentage: [●] per cent.
- (ii) Clean-up Call Amount: [[●] per Specified Denomination]/[[Condition 5(b) of the English Law Conditions/Condition 5(b) of the French Law Conditions] applies]
- (iii) Notice period: [As per Conditions] /[not less than [●] days nor more than [●] days]
- 18 Put Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note: [●] per [Calculation Amount/Specified Denomination]
- (iii) Notice period: [As per Conditions] /[not less than [●] days nor more than [●] days]
- (The clearing systems will require a notice period of at least 15 business days.)*
- 19 Final Redemption Amount of each Note** Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100 per cent. of their nominal amount/[●]² per Calculation Amount/Specified Denomination]
- 20 Early Redemption Amount**
- (i) Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default: [[●] per [Calculation Amount/Specified Denomination]/Not Applicable]
- (ii) Redemption for taxation reasons permitted on days other than Interest Payment Dates: [Yes/No]
- (iii) Unmatured Coupons to become void upon early redemption: [Yes/No]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 21 Form of Notes:** [The following elections apply in respect of English Law Notes:]
- [Temporary Global Note exchangeable on [●] (the “Exchange Date”), subject to postponement as provided in the Temporary Global Note for a Permanent Global Note which is exchangeable for Definitive Notes [(i) at the request of the holder and (ii) otherwise] *(If the Temporary Global Note is exchangeable for a Permanent Global*

² The amount to be inserted will either be the nominal amount or, if there are multiple denominations, the minimum denomination of such Calculation Amount

Note which is exchangeable for Definitive Notes at the option of the holder, the Definitive Notes shall only be issued in a single Specified Denomination equal to the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination) provided in paragraph 6.) in the limited circumstances[, in each case,] specified in the Permanent Global Note]

[Temporary Global Note exchangeable for Definitive Notes on [●] days' notice] (Only where Notes are issued in one Specified Denomination or integral multiples of such Specified Denomination.)

[Permanent Global Note exchangeable for Definitive Notes [(i) at the request of the holder and (ii) otherwise]⁵ in the limited circumstances[, in each case,] specified in the Permanent Global Note]

[The following elections apply in respect of French Law Notes:]

[Dematerialised Notes/Materialised Notes] [Materialised Notes are only in bearer form and can only be issued outside France]

[The following elections apply in respect of Dematerialised Notes: [Bearer form (au porteur) / [Registered form (au nominatif)

[The following information is required in respect of Dematerialised Notes: [Insert name of Registration Agent]]

[The following elections apply in respect of Materialised Notes: [Temporary Global Certificate exchangeable for Definitive Materialised Notes on [●] (the "Exchange Date"), subject to postponement as provided in the Temporary Global Certificate]]

22 [New Global Note:]

[Yes] [No]

[In respect of English Law Notes only]

(You should only elect "yes" opposite "New Global Note" if you have elected "yes" to the section in Part B under the heading "Operational Information" entitled "Intended to be held in a manner which would allow Eurosystem eligibility".)

23 Financial Centre(s):

[Not Applicable/give details. Note that this paragraph relates to the date of payment, and not interest period end dates, to which sub-paragraph 15(vi) relates]

24 Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):

[Yes/No.]

(Talons should be specified if there will be more than 27 coupons or if the total interest payments may exceed the principal due on early redemption.)

25 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: [•]
- 26** Redenomination provisions: [Not Applicable/The provisions in Condition 1 apply]
- 27** Consolidation provisions: [Not Applicable/The provisions in [Condition 12 of the English Law Conditions/Condition 12 of the French Law Conditions] apply]
- 28** **[Masse (Condition 10 of the Terms and Conditions of the French Law Notes):]** *(delete paragraph in case of English Law Notes)*
[[Full Masse]/[Contractual Masse] shall apply *(Note that (i) in respect of any Tranche of Notes issued outside France, Condition 10(b) (Contractual Masse) may be elected by the Issuer, and (ii) in respect of any Tranche of Notes not issued outside France, Condition 10(a) (Full Masse) shall apply)*]
- (i) Representative: [•] *(specify name and address)*
(ii) Alternative Representative: [•] *(specify name and address)*
(iii) Remuneration of Representative: [•] *(if applicable, specify the amount and payment date)*
- 29** **Governing law:** The Notes [and the Receipts, the Coupons and the Talons] and any non-contractual obligations arising out of or in connection with the Notes [and the Receipts, the Coupons and the Talons] will be governed by, and shall be construed in accordance with, [English law / French law]
- 30** **[Exclusion of the possibility to request identification information of the Noteholders as provided by Condition 1(a)(i) of the French Law Notes:]** [Applicable] *(If the possibility to request identification information of the Noteholders as provided by Condition 1(a)(i) of the French Law Notes is contemplated, delete this paragraph)*

THIRD PARTY INFORMATION

[(Relevant third party information) has been extracted from (specify source).] [[The Issuer/Each of the Issuer and the Guarantor] 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 the [Insert Issuer]:

By:
Duly authorised

[Signed on behalf of Unibail-Rodamco as Guarantor:

By:
Duly authorised]

PART B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING

- (i) [Application has been made by the Issuer (or on its behalf) for the Notes to be listed on [Euronext Paris/the Official list of the Luxembourg Stock Exchange] [*specify other relevant list*] and admitted to trading on [Euronext Paris/the Regulated Market of the Luxembourg Stock Exchange] [*specify relevant other regulated market*] with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be listed and admitted to trading on [*specify relevant regulated market*] with effect from [●].] [Not Applicable.]
- (ii) Estimate of total expenses related to admission to trading : [●]

(Where documenting a fungible issue, need to indicate that original Notes are already admitted to trading.)

2 RATINGS

Ratings:

[The Notes will not be rated.]

The Notes to be issued [have been/are expected to be] rated:

[S & P: [●]]

[Fitch: [●]]

[[Other]: [●]]

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.] *(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. As such [●] [is/are] included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.]

[[*Insert credit rating agency/ies*] [is/are] not established in the EU but the rating [it/they] [has/have] given to the Notes is endorsed by [*Insert credit rating agency/ies*], which is established in the EU 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 EU but [is/are] certified 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.]

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(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 NOTIFICATION

[The *Commission de surveillance du secteur financier* in Luxembourg [has been requested to provide/has provided – include first alternative for an issue which is contemporaneous with the update of the Programme and the second alternative for subsequent issues] the [include names of competent authorities of host Member States] with a certificate of approval attesting that the Base prospectus has been drawn up in accordance with the Prospectus Directive.] / [Not Applicable.]

4 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

(Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:)

[[Save for any fees payable to the [Manager[s],] so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Manager[s]] and [its/their] affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business. *(Amend as appropriate if there are other interests)*]

5 [Fixed Rate Notes only – YIELD

Indication of yield: [•]

6 [Floating Rate Notes only – PAST AND FUTURE PERFORMANCE OF THE UNDERLYING AND ITS VOLATILITY

Details of historic [LIBOR/EURIBOR/EUR CMS or any other reference rate] rates can be obtained from [Reuters].]

7 DISTRIBUTION

(i) Method of distribution: [Syndicated/Non-syndicated]

(ii) If syndicated:

(A) Names of Managers: [Not Applicable/give names]

(Include names of entities agreeing to underwrite the issue on a firm commitment basis and names 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) Stabilising Manager(s) if any: [Not Applicable/give name]
- (iii) If non-syndicated, name of Dealer: [Not Applicable/give name]
- (iv) Total commission and concession: [●] per cent. of the Aggregate Nominal Amount
- (v) US Selling Restrictions (Categories of potential investors to which the Notes are offered): [Reg. S Compliance Category]; [TEFRA C/TEFRA D/TEFRA not applicable]

8 OPERATIONAL INFORMATION

- ISIN Code: [●] [until the Consolidation Date, [●] thereafter]
- Common Code: [●] [until the Consolidation Date, [●] thereafter]
- Other identification number: [[●]/Not Applicable]
- Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s): [Not Applicable/give name(s), addresses and number(s)]
- Delivery: Delivery [against/free of] payment
- Names and addresses of additional Paying Agent(s) (if any): [[●]/Not Applicable]
- Intended to be held in a manner which would allow Eurosystem eligibility: [Yes][No] [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 the ECB being satisfied that Eurosystem eligibility criteria have been met.] [include this text if “yes” selected in which case the English Law Notes must be issued in NGN Form unless they are deposited with Euroclear France as central depositary] [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.]

GENERAL INFORMATION

- (1) Application has been made for approval of this Base Prospectus to the *Autorité des marchés financiers* (the “**AMF**”) in France in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* which implements the Prospectus Directive. Application may be made, for the period of 12 months from the date of approval by the AMF of this Base Prospectus, for Notes issued under the Programme to be listed and admitted to trading on Euronext Paris, to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the Luxembourg Stock Exchange (in the case of any English Law Notes to be issued by Unibail-Rodamco) and/or to the competent authority of any other Member State of the EEA for Notes issued under the Programme to be listed and admitted to trading on a Regulated Market in such Member State.
- (2) Each of the Issuers and the Guarantor has obtained all necessary consents, approvals and authorisations in connection with the update of the Programme and the giving of the Guarantee relating to the Programme. The update of the Programme and the issuance of Notes (which authorisation is valid for a period of 12 months) under the Programme was authorised by:
 - (a) in relation to Unibail-Rodamco, the Management Board of Unibail-Rodamco on 7 December 2016;
 - (b) in relation to Rodamco Europe Finance, the board of managing directors of Rodamco Europe Finance on 12 July 2017; and
 - (c) in relation to Rodamco Sverige, the board of managing directors of Rodamco Sverige on 10 July 2017.
- (3) Except as disclosed on page 169 of this Base Prospectus, there has been no significant change in the financial or trading position of Rodamco Europe Finance or Rodamco Sverige since 31 December 2016 or Unibail-Rodamco since 30 June 2017, and no material adverse change in the prospects or affairs of Rodamco Europe Finance or Rodamco Sverige or the Unibail-Rodamco Group since 31 December 2016.
- (4) None of Unibail-Rodamco, Rodamco Sverige or Rodamco Europe Finance or any of their respective Subsidiaries is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which any of Unibail-Rodamco, Rodamco Sverige or Rodamco Europe Finance is aware) during the 12 months preceding the date of this Base Prospectus which may have or have had in the recent past significant effects, on the financial position or profitability of Unibail-Rodamco, Rodamco Sverige or Rodamco Europe Finance and/or the Unibail-Rodamco Group.
- (5) Each Note having a maturity of more than one year, Receipt, Coupon and Talon will bear the following legend: “Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code”.
- (6) Notes have been accepted for clearance through the Euroclear, Clearstream and Euroclear France systems. The Common Code, the International Securities Identification Number (ISIN) or (where applicable) any other identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms. Dematerialised Notes will be inscribed in the books of Euroclear France (acting as central depositary) and accepted for clearance through Euroclear France. Materialised Notes may not be issued in France and may not be held in a clearing system located in France. The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream is 42 Avenue JF

Kennedy, L-1855 Luxembourg and the address of Euroclear France is 66, rue de la Victoire, 75009 Paris, France. The address of any alternative clearing system and/or any other relevant code or identification number will be specified in the applicable Final Terms.

- (7) In relation to any Tranche of Fixed Rate Notes, an indication of yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.
- (8) Copies of the following documents may be obtained:
- (a) the latest constitutive documents of each of the Issuers and the Guarantor;
 - (b) the 2016 and 2015 annual reports or audited annual financial statements (including for the avoidance of doubt, the Rodamco Europe Finance 2015 Audited Annual Financial Information and the Rodamco Europe Finance 2016 Audited Financial Information), as the case may be, of each of the Issuers and the Guarantor;
 - (c) the 2017 half year financial report of the Guarantor;
 - (d) copies of this Base Prospectus (including any supplement to this Base Prospectus); and
 - (e) copies of any Final Terms; and

the following documents will be available for inspection:

- (f) English Law Agency Agreement (which includes the forms of the Global Notes and of the Definitive Notes, Coupons, Receipts and Talons);
- (g) French Law Agency Agreement (which includes, in respect of Dematerialised Notes, the form of the *Lettre Comptable*, the Temporary Global Certificate and of the Definitive and, in respect of Materialised Notes, the forms of Notes, Coupons, Receipts and Talons);
- (h) Issuer/ICSD Agreement; and
- (i) Deed of Covenant (which includes the Guarantee),

at the specified offices of each of the Paying Agents during normal business hours, so long as Notes may be issued pursuant to this Base Prospectus.

In addition, copies of this Base Prospectus and any Supplements thereto will be made available on the website of the AMF (www.amf-france.org).

- (9) The principal statutory auditors of Unibail-Rodamco are Ernst & Young Audit, registered with the Paris regional office of the *Compagnie Nationale des Commissaires aux Comptes* and Deloitte & Associés, registered with the Versailles regional office of the *Compagnie Nationale des Commissaires aux Comptes*. At the request of Unibail-Rodamco, the principal statutory auditors have audited and issued unqualified audit reports on the consolidated annual financial statements for the years ended 31 December 2016 and 31 December 2015. The deputy auditors of Unibail-Rodamco are Auditex, registered with the Versailles regional office of the *Compagnie Nationale des Commissaires aux Comptes* and Beas, registered with the Versailles regional office of the *Compagnie Nationale des Commissaires aux Comptes*.
- (10) At the request of Rodamco Europe Finance B.V., Ernst & Young Accountants LLP, of which the “registeraccountants” are members of the Koninklijke Nederlandse Beroepsorganisatie van Accountants (“The Royal Netherlands Institute of Chartered Accountants”), has audited and issued an unqualified independent auditor’s reports on the financial information of Rodamco

Europe Finance B.V. for the year ended 31 December 2016 and the financial information for the year ended 31 December 2015, including the comparative figures for 2015 and 2014, respectively. Ernst & Young Accountants LLP has given its consent to the incorporation by reference in this Base Prospectus of its independent auditor's reports on the financial information of Rodamco Europe Finance B.V. for the year ended 31 December 2016 and the financial information of Rodamco Europe Finance B.V. for the year ended 31 December 2015, including the comparative figures for 2015 and 2014, respectively. Ernst & Young Accountants LLP has no interest in Rodamco Europe Finance B.V.

- (11) At the request of Rodamco Sverige AB, Ernst & Young AB, of which the authorised public accountants are members of FAR (*"Föreningen Auktoriserade Revisorer"*), the Swedish accountants board, has audited and issued an unqualified audit report on the financial statements of Rodamco Sverige for the years ended 31 December 2016 and 31 December 2015, including the comparative figures for 2015 and 2014. Ernst & Young AB has given its consent to the incorporation by reference in this Base Prospectus of its audit report on the financial statements of Rodamco Sverige for the years ended 31 December 2016 and 31 December 2015, including the comparative figures for 2015 and 2014. Ernst & Young AB has no material interest in Rodamco Sverige AB.
- (12) Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and their affiliates in the ordinary course of business. 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 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.
- (13) In connection with the issue of any Tranche (as defined in "*General Description of the Programme*") of Notes, the Dealer or Dealers (if any) named as stabilising manager(s) in the applicable Final Terms (the "**Stabilising Manager(s)**") (or persons acting on behalf of any Stabilising Manager(s)) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) will undertake stabilisation action. 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 be ended at any time, but such action 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. 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 regulations.

- (14) In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to “€”, “**EURO**”, “**Euro**” or “**euro**” are to the single currency of the participating Member States of the European Union, references to “**U.S.\$**”, “**\$**” or “**U.S. dollars**” are to the lawful currency of the United States of America, references to “**£**”, “**pounds sterling**” and “**Sterling**” are to the lawful currency of the United Kingdom, references to “**SEK**” or “**Swedish Krona**” are to the legal currency of Sweden and references to “**CNY**”, “**Chinese Yuan**”, “**RMB**” or “**Renminbi**” are to the Chinese Yuan Renminbi, the lawful currency of the People’s Republic of China (“**PRC**”) with the exclusion of the Special Administrative Regions of Hong Kong and Macau.

PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS

To the best of the Unibail-Rodamco SE's knowledge (having taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme is in accordance with the facts and contains no omission likely to affect its import and Unibail-Rodamco SE accepts responsibility accordingly.

UNIBAIL-RODAMCO SE

7 Place du Chancelier Adenauer
CS 31622
75772 Paris Cedex 16
France

Duly represented by:

Mr. Jaap Tonckens, Chief Financial Officer of Unibail-Rodamco

on 31 July 2017

To the best of the Rodamco Europe Finance B.V.'s knowledge (having taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme is in accordance with the facts and contains no omission likely to affect its import and Rodamco Europe Finance B.V. accepts responsibility accordingly.

Rodamco Europe Finance B.V.

World Trade Center Schiphol
Tower H
Schiphol Boulevard 371
1118 BJ Schiphol
The Netherlands

Duly represented by:

Mr. Jaap Tonckens, Board Member of Rodamco Europe Finance B.V.

on 31 July 2017

To the best of the Rodamco Sverige AB's knowledge (having taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme is in accordance with the facts and contains no omission likely to affect its import and Rodamco Sverige AB accepts responsibility accordingly.

RODAMCO SVERIGE AB

Box 7846, 103 98 Stockholm
Sweden

Duly represented by:

Mr. Jaap Tonckens, Board Member of Rodamco Sverige A.B.

on 31 July 2017

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 *Règlement 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 no. 17-403 on 31 July 2017. 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 any 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 *Règlement Général*, every issue or admission of Notes under this Base Prospectus will require the publication of final terms.

REGISTERED OFFICE OF THE ISSUERS AND THE GUARANTOR

UNIBAIL-RODAMCO SE

7 Place du Chancelier Adenauer
CS 31622
75772 Paris Cedex 16
France

RODAMCO EUROPE FINANCE B.V.

World Trade Center Schiphol
Tower H
Schiphol Boulevard 371
1118 BJ Schiphol
The Netherlands

RODAMCO SVERIGE AB

Box 7846, 103 98 Stockholm
Sweden

ARRANGER

Bank of America Merrill Lynch International Limited, Paris Branch

112 avenue Kléber
75761 Paris Cedex 16
France

DEALERS

Barclays Bank PLC

5 The North Colonnade
Canary Wharf
London E14 4BB
England

BNP PARIBAS

10 Harewood Avenue
London NW1 6AA
England

Crédit Agricole Corporate and Investment Bank

12, Place des Etats-Unis
CS 70052
92547 Montrouge CEDEX
France

HSBC Bank plc

8 Canada Square
London E14 5HQ
England

ING Bank N.V.

Foppingadreef 7
1102 BD Amsterdam
The Netherlands

J.P. Morgan Securities plc

25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

Merrill Lynch International

2 King Edward Street
London EC1A 1HQ
England

Morgan Stanley & Co. International plc

25 Cabot Square
Canary Wharf
London E14 4QA
England

Société Générale

29 boulevard Haussmann
75009 Paris
France

Svenska Handelsbanken AB (publ)

Blasieholmstorg 11
SE-106 70 Stockholm
Sweden

The Royal Bank of Scotland plc (trading as NatWest Markets)

250 Bishopsgate
London EC2M 4AA
United Kingdom

**FISCAL AGENT, PRINCIPAL PAYING AGENT, CALCULATION AGENT, REDENOMINATION AGENT
AND CONSOLIDATION AGENT IN RESPECT OF THE ENGLISH LAW NOTES**

BNP Paribas Securities Services, Luxembourg Branch
60 avenue J.F. Kennedy
L-1855 Luxembourg

**FISCAL AGENT, PRINCIPAL PAYING AGENT, CALCULATION AGENT, REDENOMINATION AGENT
AND CONSOLIDATION AGENT IN RESPECT OF THE FRENCH LAW DEMATERIALISED NOTES**

BNP Paribas Securities Services
Les Grands Moulins de Pantin
9, rue du Débarcadère
93500 Pantin
France

PAYING AGENTS IN RESPECT OF THE ENGLISH LAW NOTES

BNP Paribas Securities Services, Luxembourg Branch
60 avenue J.F. Kennedy
L-1855 Luxembourg

BNP Paribas Securities Services
Les Grands Moulins de Pantin
9, rue du Débarcadère
93500 Pantin
France

LUXEMBOURG LISTING AGENT

BNP Paribas Securities Services
Luxembourg Branch
60 avenue J.F. Kennedy
L-1855 Luxembourg

STATUTORY AUDITORS

to the Guarantor

Deloitte & Associés
185 avenue Charles de Gaulle
92200 Neuilly sur Seine
France

to Rodamco Europe Finance B.V.

Ernst & Young Accountants LLP

Euclideslaan 1,
3584 BL Utrecht,
The Netherlands

Ernst & Young Audit
1/2 Place des Saisons
92400 Courbevoie
Paris La Défense 1
France

to Rodamco Sverige AB

Ernst & Young AB

P.O. Box 7850
SE-103 99
Stockholm
Sweden

LEGAL ADVISERS

*To Unibail-Rodamco
as to English and French law*

Clifford Chance Europe LLP
1 Rue d'Astorg
CS 60058

*To Unibail-Rodamco
as to Dutch law*

Clifford Chance LLP
Droogbak 1a
1013 GE Amsterdam

*To Unibail-Rodamco as to Swedish
law*

**MANNHEIMER SWARTLING
ADVOKATBYRÅ AB**
Box 2235, SE-403 14 Göteborg,

75377 Paris Cedex 08
France

The Netherlands

Sweden

*To the Dealers
as to English and French law*

White & Case LLP
19 place Vendôme
75001 Paris
France