

TERMS AND CONDITIONS OF THE BONDS

THIS DOCUMENT IS NOT AN OFFER TO SELL SECURITIES OR THE SOLICITATION OF ANY OFFER TO BUY SECURITIES.

SOLELY FOR THE PURPOSES OF EACH MANUFACTURER'S PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE BONDS HAS LED TO THE CONCLUSION THAT: (I) THE TARGET MARKET FOR THE BONDS IS ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ONLY, EACH AS DEFINED IN DIRECTIVE 2014/65/EU, AS AMENDED ("MIFID II"); AND (II) ALL CHANNELS FOR DISTRIBUTION OF THE BONDS TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE. ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE BONDS (A "DISTRIBUTOR") SHOULD TAKE INTO CONSIDERATION THE MANUFACTURERS' TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO MIFID II IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE BONDS (BY EITHER ADOPTING OR REFINING THE MANUFACTURERS' TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION CHANNELS.

THE BONDS ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA. FOR THESE PURPOSES, A RETAIL INVESTOR MEANS A PERSON WHO IS ONE (OR MORE) OF: (I) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF MIFID II; OR (II) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE 2002/92/EC, WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II. CONSEQUENTLY, NO KEY INFORMATION DOCUMENT REQUIRED BY REGULATION (EU) NO 1286/2014, AS AMENDED (THE "PRIIPS REGULATION") FOR OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO RETAIL INVESTORS IN THE EEA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE BONDS OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EEA MAY BE UNLAWFUL UNDER THE PRIIPS REGULATION.

The following, other than the paragraphs in italics, are the terms and conditions of the Bonds, substantially as they will appear on the reverse of the Bonds in definitive form (if issued):

The issue of the EUR 750,000,000 Guaranteed Exchangeable Bonds due 2022 (the "**Bonds**") of Elliott Capital S.à r.l (the "**Issuer**") was authorised by a resolution of the Board of Directors of the Issuer passed on 29 July 2019. The giving of the guarantee by Groupe Bruxelles Lambert SA/NV (the "**Guarantor**") pursuant to the Trust Deed (as defined below) (the "**Guarantee**") was authorised by a resolution of the Board of Directors of the Guarantor passed on 31 July 2019. The Bonds are constituted by a trust deed (as modified and/or restated from time to time in accordance with its terms) (the "**Trust Deed**") dated 11 September 2019 and made between the Issuer, the Guarantor and The Law Debenture Trust Corporation p.l.c. (the "**Trustee**", which term shall, where the context so permits, include all other persons for the time being appointed as the trustee or trustees under the Trust Deed) as trustee for the Bondholders. The Issuer and the Guarantor have entered into a paying and exchange agency agreement (the "**Agency Agreement**") with the Trustee and BNP Paribas Securities Services, Luxembourg Branch as registrar and principal paying, transfer and exchange agent. The

registrar, the principal paying, transfer and exchange agent and the other paying, transfer and exchange agents for the time being are referred to below, respectively, as the “**Registrar**”, the “**Principal Paying, Transfer and Exchange Agent**” and the “**Paying, Transfer and Exchange Agents**” (which expression shall include the Principal Paying, Transfer and Exchange Agent).

The Issuer and the Guarantor have also entered into a calculation agency agreement (the “**Calculation Agency Agreement**”) dated 11 September 2019 with Conv-Ex Advisors Limited (the “**Calculation Agent**”, which expression shall include any successor as calculation agent under the Calculation Agency Agreement) pursuant to which the Calculation Agent has been appointed to make certain calculations and determinations in relation to the Bonds.

The statements in these terms and conditions of the Bonds (the “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the forms of the Bonds. Copies of the Trust Deed, the Agency Agreement and the Calculation Agency Agreement are available for inspection by Bondholders by prior appointment during its normal business hours at the registered office of the Trustee being at the Closing Date (as defined below) at Fifth Floor, 100 Wood Street, London EC2V 7EX and at the specified office(s) of the Paying, Transfer and Exchange Agents. The Bondholders are entitled to the benefit of the Trust Deed and are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and, in respect of the Agency Agreement and the Calculation Agency Agreement, those applicable to them.

Capitalised terms used but not defined in these Conditions shall have the meanings attributable to them in the Trust Deed unless the context otherwise requires or unless otherwise stated.

1 Form, Denomination, Title and Status

(a) Form and Denomination

The Bonds are in registered form in the principal amount of EUR 100,000 each (the “**Authorised Denomination**”). The Bonds are represented by registered certificates (“**Certificates**”) and each Certificate shall represent the entire holding of Bonds by the same holder.

(b) Title

Title to the Bonds passes by transfer and registration as described in Condition 4. The holder (as defined below) of any Bond will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, or theft or loss of it or that of the related certificate, as applicable, or anything written on it or the Certificate representing it (other than a duly executed transfer thereof)) and no person will be liable for so treating the holder.

(c) Status

The Bonds constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the Issuer and rank and will at all times rank *pari passu*, without any preference among themselves, and equally with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future (other than in respect of statutorily preferred creditors).

*The Bonds will on issue be represented by a global bond in registered form (the “**Global Bond**”), which will be registered in the name of the common depositary (or its nominee) for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”).*

Interests of participants in Euroclear and Clearstream, Luxembourg in the Bonds will be represented by book entries in the records of Euroclear and Clearstream, Luxembourg.

Individual Bonds in respect of book-entry interests in any Bonds will not be issued in exchange for an interest in the Global Bond, except in the very limited circumstances described in the Global Bond.

Title to book-entry interests in the Bonds represented by the Global Bond will pass by book-entry registration of the transfer in the records of Euroclear or Clearstream, Luxembourg, as the case may be, in accordance with their respective procedures. Book-entry interests in the Bonds may be transferred within Euroclear and within Clearstream, Luxembourg and between Euroclear and Clearstream, Luxembourg in accordance with procedures established for these purposes by Euroclear and Clearstream, Luxembourg.

2 Guarantee

The Guarantor has in the Trust Deed unconditionally and irrevocably guaranteed the due and punctual payment of all sums payable by the Issuer under the Trust Deed and the Bonds and the performance of all the Issuer's other obligations under the Trust Deed and the Bonds. The obligations of the Guarantor under the Guarantee constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the Guarantor and rank equally with all other unsecured and unsubordinated monetary obligations of the Guarantor, present and future (other than in respect of statutorily preferred creditors).

3 Negative Pledge

So long as any Bond remains outstanding, neither the Issuer nor the Guarantor will, and the Guarantor will procure that none of its Principal Subsidiaries will, create or have outstanding any mortgage, lien (*voorrecht/privilège*) (other than a lien arising by operation of law), pledge, charge or any other form of security interest (*sûreté réelle/zakelijke zekerheid*) or any irrevocable mandate for the creation of the same upon or with respect to the whole or any part of their respective business, undertakings, assets or revenues, present or future, to secure any Relevant Debt of the Issuer, the Guarantor or any of the Guarantor's Principal Subsidiaries or any guarantee or indemnity of the Issuer, the Guarantor or any of the Guarantor's Principal Subsidiaries in respect of, any Relevant Debt without at the same time or prior thereto in respect of the Bonds either (i) extending or providing the same or substantially the same security in the same rank as is created or subsisting to secure any such Relevant Debt or (ii) providing such other security as shall be approved by an Extraordinary Resolution.

The restrictions set out in this Condition 3 shall not apply in respect of security interests granted by a Principal Subsidiary prior to its acquisition by the Guarantor (or a company of the Guarantor's group) in respect of Relevant Debt of the Principal Subsidiary existing at the time of such acquisition, provided that (i) such Relevant Debt is not incurred for the purposes of such acquisition and (ii) the amount thereof is not increased.

For the purposes of this Condition 3:

"Principal Subsidiaries" means:

- (a) Belgian Securities B.V., Brussels Advisors SA, Brussels Securities SA, Elliott Capital S.à r.l., FINPAR SA, FINPAR II SA, FINPAR III SA, FINPAR IV SA, GBL Advisors Ltd, GBL Development Ltd, GBL Energy S.à r.l., GBL Finance S.à r.l., GBL O SA, GBL Investments Limited, GBL Participations SA, GBL R S.à r.l., GBL Verwaltung S.A., LTI One SA, LTI Two SA, Miles Capital S.à r.l., Oliver Capital S.à r.l., Owen Capital S.à r.l., Sagerpar SA, Sapiens S.à r.l., Serena S.à r.l., Sienna Capital S.à r.l., Sienna Capital International Ltd, Theo Capital S.à r.l., URDAC SA and at any time, any company which is a Holding Company and in respect of which, at the relevant time, the Guarantor beneficially

owns, directly or indirectly, at least 75 per cent. of the outstanding voting shares or other voting securities; or

- (b) any existing or future subsidiary under the exclusive control (in the sense of Art. 8 of the Belgian Companies Code) of the Guarantor which is (or becomes immediately upon the transfer) a Holding Company, to which is transferred all or substantially all the assets and undertakings of a subsidiary of the Guarantor which immediately prior to such transfer is a Principal Subsidiary under (a) above.

“Relevant Debt” means any present and future indebtedness in the form of, or represented by, bonds, notes, debentures, loan stock or other transferable debt securities (*titres de créance négociables sur le marché des capitaux/schuldinstrumenten die op de kapitaalmarkt verhandelbaar zijn* in the sense of Article 2, 31°, b) of the Belgian law of 2 August 2002 on the supervision of the financial sector and on the financial services) which at the time of issue, are capable of being quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other securities market. For the avoidance of doubt, Relevant Debt does not include indebtedness for borrowed money arising under loan or credit facility agreements.

4 Registration and Transfer of Bonds

(a) Registration

The Issuer will cause a register (the **“Register”**) to be kept at the specified office of the Registrar outside of the United Kingdom on which will be entered the names and addresses of the holders of the Bonds and the particulars of the Bonds held by them and of all transfers, redemptions and exchanges of Bonds. The Registrar will deliver to the Issuer a copy of the Register each time it is updated.

(b) Transfer

Bonds may, subject to the terms of the Agency Agreement and to Conditions 4(c) and 4(d), be transferred in an Authorised Denomination by lodging the relevant Certificate (with the form of application for transfer in respect thereof duly executed and duly stamped where applicable) at the specified office of the Registrar or any Paying, Transfer and Exchange Agent.

No transfer of a Bond will be valid unless and until entered on the Register. A Bond may be registered only in the name of, and transferred only to, a named person (or persons, not exceeding four in number).

The Registrar will within seven business days, in the place of the specified office of the Registrar, of any duly made application for the transfer of a Bond, register the relevant transfer and deliver a new Certificate to the transferee (and, in the case of a transfer of part only of a Certificate, deliver a Certificate for the untransferred balance to the transferor) at the specified office of the Registrar or (at the risk and, if mailed at the request of the transferee or, as the case may be, the transferor otherwise than by ordinary mail, at the expense of the transferee or, as the case may be, the transferor) mail the Certificate by uninsured mail to such address as the transferee or, as the case may be, the transferor may request.

(c) Formalities Free of Charge

Such transfer will be effected without charge subject to (i) the person making such application for transfer paying or procuring the payment of any taxes, duties and other governmental charges in connection therewith, (ii) the Registrar being satisfied with the documents of title and/or identity of the person making the application and (iii) such reasonable regulations as the Issuer may from time to time agree with the Registrar (and as initially set out in the Agency Agreement).

(d) **Closed Periods**

Neither the Issuer nor the Registrar will be required to register the transfer of any Bond (or part thereof) (i) during the period of 15 days ending on and including the day immediately prior to the Final Maturity Date or any earlier date fixed for redemption of the Bonds pursuant to Condition 11(b); (ii) in respect of which an Exchange Notice has been delivered in accordance with Condition 7(b) or (iii) in respect of which the holder has exercised its right to require redemption pursuant to Condition 11(c).

5 Definitions

For the purpose of these Conditions, the following words and phrases shall have the following meanings:

“**Additional Exchange Property**” has the meaning provided in Condition 11(d)(ii);

“**Authorised Officers**” has the meaning provided in the Trust Deed;

“**Averaging Period**” has the meaning provided in Condition 11(g);

“**Bondholder**” and “**holder**” means the person in whose name a Bond is registered in the Register from time to time;

“**business day**” means, in relation to any place, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments generally in such place;

“**Calculation Date**” has the meaning provided in Condition 8(e);

“**Capital Distribution**” means:

- (a) any Non-Cash Dividend; or
- (b) any Cash Dividend (the “**Relevant Cash Dividend**”) paid or made in any Relevant Period (but on or after the Closing Date and on or prior to the Final Maturity Date) in respect of any Unit of Equity Shares if and to the extent that the sum (the “**Current Period Dividends**”), as determined by the Calculation Agent, of:
 - (i) the Fair Market Value of the Relevant Cash Dividend; and
 - (ii) the aggregate of the Fair Market Value of any other Cash Dividend paid or made in such Relevant Period in respect of any Unit of Equity Shares at any time in such Relevant Period (disregarding for such purpose all or any part of any such Cash Dividend or Cash Dividends which shall previously have been determined to be a Capital Distribution in respect of such Relevant Period),

taking into account, in each case, the *pro rata* proportion of any such Cash Dividend in respect of any Equity Share where at any time a Unit of Equity Shares would comprise a fraction of any such Equity Share, exceeds the Reference Amount in respect of such Relevant Period, in which case the amount of the relevant Capital Distribution in respect of any Unit of Equity Shares (rounded down, if necessary, to two decimal places) shall be the lesser of:

- (x) the amount by which the Current Period Dividends exceeds the Reference Amount; and
- (y) the Fair Market Value of the Relevant Cash Dividend,

and the Capital Distribution shall be the product of the relevant Capital Distribution in respect of any Unit of Equity Shares determined as provided above multiplied by the product of the aggregate

principal amount of Bonds outstanding divided by EUR 100,000, all as determined by the Calculation Agent;

For the purposes of the above:

- (A) Fair Market Value in respect of any Relevant Cash Dividend or any such other Cash Dividend shall (subject as otherwise provided in paragraph (a) of the definition of “Dividend”) be determined as at the Ex-Date in respect of such Relevant Cash Dividend or such other Cash Dividend, as the case may be;
- (B) “**Relevant Period**” and “**Reference Amount**” are set out below:

Relevant Period	Reference Amount (CHF)
From and including the Closing Date to and including 30 September 2020	3,508.12
From and including 1 October 2020 to and including 30 September 2021	3,683.53
From and including 1 October 2021 to and including the Final Maturity Date	3,858.93

- (C) “**Unit of Equity Shares**” means at any time the LafargeHolcim Shares or any other Equity Shares comprised in the Exchange Property per Bond, including for this purpose any fraction of an Equity Share;

“**Cash Alternative Amount**” has the meaning provided in Condition 7(e);

“**Cash Alternative Calculation Period**” has the meaning provided in Condition 7(e);

“**Cash Alternative Payment Date**” has the meaning provided in Condition 7(e);

“**Cash Dividend**” means (i) any Dividend which is to be paid in cash (in whatever currency), but other than falling within paragraph (b) of the definition of “Spin-Off” and (ii) any Dividend determined to be or treated as a Cash Dividend pursuant to paragraph (a) or (b) of the definition of “Dividend”;

“**Cash Election**” has the meaning provided in Condition 7(e);

“**Cash Election Exercise Date**” has the meaning provided in Condition 7(e);

“**Cash Election Notice**” has the meaning provided in Condition 7(e);

“**Cash Settled Exchange Property**” has the meaning provided in Condition 7(e);

“**Cash Settlement Amount**” has the meaning provided in Condition 11(g);

“**CHF**” means the lawful currency of Switzerland;

“**Closing Date**” means 11 September 2019;

“**Closing Price**” means, in respect of any day:

- (i) in the case of LafargeHolcim Shares, the closing price of a LafargeHolcim Share on the Relevant Exchange on such day as published on or derived from Bloomberg page LHN SW Equity HP (or any successor ticker or page) (setting Last Price, or any other successor setting and using values not

adjusted for any event occurring after such day; and for the avoidance of doubt, all values will be determined with all adjustment settings on the DPDF Page, or any successor or similar setting, switched off) in respect of such day;

- (ii) in the case of any other Relevant Security, Spin-Off Security, share, option, warrant or other right or asset, the closing price on the Relevant Exchange on such day of such Relevant Security, Spin-Off Security, share, option, warrant or other right or asset published by or derived from the equivalent Bloomberg page in respect of the Relevant Exchange on such day; or
- (iii) in the case of (i) and (ii) above, if not able to be so determined, the closing price in respect of such day on the Relevant Exchange as obtained or derived from such Relevant Exchange on such day,

all as determined by the Calculation Agent provided that:

- (a) if on any such day (for the purposes of this definition, the “**Original Date**”) such price is not available or cannot otherwise be determined as provided above, the Closing Price of a LafargeHolcim Share or, as the case may be, any other Relevant Security, Spin-Off Security, share, option, warrant or other right or asset in respect of such day shall be the Closing Price, determined as provided above, on the immediately preceding Trading Day (for such LafargeHolcim Shares or, as the case may be, Relevant Securities, Spin-Off Security, shares, options, warrants or other rights or assets) on which the same can be so determined, provided however that if such immediately preceding Trading Day falls prior to the 5th day preceding the Original Date, the Closing Price in respect of such day shall be considered to be not capable of being determined pursuant to this proviso (a), all as determined by the Calculation Agent; and
- (b) if such price cannot be so calculated as aforesaid, the Closing Price of a LafargeHolcim Share or, as the case may be, any other Relevant Security, Spin-Off Security, share, option, warrant or other right or asset, in respect of such day shall be determined as at the Original Date by an Independent Adviser in such manner as it shall determine in good faith to be appropriate;

“**Consideration**” has the meaning provided in Condition 9(b);

“**Consideration Date**” means, in relation to any Offer (or compulsory acquisition) or Scheme of Arrangement, the date upon which the Consideration is made available to the holders of the relevant Equity Shares;

“**Dividend**” means any dividend or distribution (including a Spin-Off) to holders of LafargeHolcim Shares or any class of Equity Shares comprised in the Exchange Property, whether of cash, assets or other property, and however described and whether payable out of share premium account, profits, retained earnings or any other capital or revenue reserve or account, and including a distribution or payment to such holders upon or in connection with a reduction of capital, a reduction in the par value or nominal value of LafargeHolcim Shares or any class of Equity Shares comprised in the Exchange Property or otherwise (and for the purpose of this definition, a distribution of assets includes, without limitation, an issue of shares or other securities credited as fully or partly paid up) provided that:

- (a) (i) where a Dividend in cash is announced which may, at the election of a holder or holders of the LafargeHolcim Shares or, as the case may be, the relevant Equity Shares, be satisfied by the issue or delivery of Relevant Securities or other property or assets, or (ii) where an issue of Relevant Securities or other property or assets by way of a capitalisation of profits or reserves is announced which may, at the election of a holder or holders of the LafargeHolcim Shares or, as the case may be, the relevant Equity Shares, be satisfied by the payment of cash, then the Dividend or capitalisation in question shall

be treated as a Cash Dividend of an amount equal to the Fair Market Value of such cash amount as at the Ex-Date in respect of the relevant Dividend or capitalisation;

- (b) other than in the circumstances the subject of proviso (a) above, where there shall be (i) an issue or delivery of Relevant Securities or other property or assets credited as fully paid by way of capitalisation of profits or reserves or otherwise where such issue is or is expressed to be in lieu of a Dividend (whether or not a cash dividend equivalent or amount is announced) or where a Dividend (whether or not a cash equivalent or amount is announced) is announced that is to be satisfied by the issue or delivery of Relevant Securities or other property or assets, or (ii) an issue or delivery of Relevant Securities or other property or assets by way of capitalisation of profits or reserves or otherwise that is to be satisfied by the payment of cash then, in the case of (i), the capitalisation or Dividend in question shall be treated as a Cash Dividend of an amount equal to the Fair Market Value of such Relevant Securities or other property or assets (as the case may be) as at the Ex-Date in respect of the relevant capitalisation or Dividend or, if later, the date on which the number of Relevant Securities to be issued or delivered (or, as the case may be, the amount of such other property or assets to be delivered) is determined and, in the case of (ii), the capitalisation in question shall be treated as a Cash Dividend of an amount equal to the Fair Market Value of such cash amount as at the Ex-Date in respect of the relevant capitalisation;
- (c) any issue of Relevant Securities falling within Condition 8(b)(i) or 8(b)(iii)(A) shall be disregarded;
- (d) any offer by a Relevant Company of Relevant Securities or other securities or options, warrants or rights to subscribe or purchase further Relevant Securities or other securities falling within Condition 8(b)(ii) shall be disregarded;
- (e) a repurchase or redemption of Equity Shares by or on behalf of a Relevant Company shall be disregarded;
- (f) where a Dividend is paid or made to holders of any Equity Shares pursuant to any plan implemented by the issuer of such Equity Shares for the purpose of enabling holders of the Equity Shares to elect, or which may require such holders, to receive Dividends in respect of such Equity Shares held by them from a person other than, or in addition to, the issuer of such Equity Shares, such Dividend shall for the purposes of these Conditions be treated as a Dividend paid or made to holders of the Equity Shares by the issuer of such Equity Shares, and the foregoing provisions of this definition and the provisions of these Conditions shall be construed accordingly; and
- (g) a Dividend that is a Spin-Off shall be deemed to be a Non-Cash Dividend,

and any such determination shall be made on a gross basis and disregarding any withholding or deduction required to be made on account of tax, and disregarding any associated tax credit;

“**Eligible Equity Shares**” means shares in the Equity Share Capital of a company or entity incorporated or established under the laws of an OECD member state and which are listed or traded on a recognised national or international stock exchange, provided that the Equity Share Free Float in respect of such Equity Share Capital shall have been not less than 15 per cent. of the issued and outstanding Equity Share Capital on each of the 30 consecutive Trading Days ending on and including the Final Date;

“**Equity Share Capital**” means, in relation to any entity, its issued share capital (or equivalent) excluding any part of that capital (or equivalent) that, with respect to dividends and capital does not, carry any right to participate beyond a specific amount in a distribution, and “**Equity Share**” shall be construed accordingly;

“Equity Share Free Float” means, in respect of any Equity Shares, the aggregate number of such Equity Shares held by (i) investment trusts or funds, mutual fund, collective investment schemes, trusts or funds or pension funds and (ii) persons that own, together with any other person or persons with whom they act together, Equity Shares representing less than 5 per cent. of the total number of such Equity Shares issued and outstanding, as determined by an Independent Adviser acting reasonably and in good faith, in consultation with the Issuer and the Guarantor and where (i) references to “Equity Shares” shall include Equity Shares represented by depositary or other receipts or certificates representing Equity Shares; (ii) Equity Shares held by or on behalf of a depositary or custodian or similar person in respect of any such depositary or other receipts of certificates representing Equity Shares from time to time shall be treated as being held by the holder of the relevant depositary or other receipts or certificates and not by such depositary, custodian or similar person; and (iii) Equity Shares held by or on behalf of the issuer of such Equity Shares or any subsidiary of such issuer or any person or persons acting together with such issuer or any subsidiary of such issuer shall be treated as not constituting part of the Equity Share Free Float;

“Equivalent Amount” has the meaning provided in Condition 7(d)(iii);

“EUR” or **“euro”** or **“€”** means the currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended;

“Ex-Date” means the first date on which the LafargeHolcim Shares or, as the case may be, the relevant Equity Shares, are traded ex- the relevant Dividend or capitalisation or entitlement on the Relevant Exchange (or, if not listed, quoted or dealt in on any stock exchange or securities market, the date for establishing entitlement in respect of the relevant Dividend or capitalisation or entitlement) or, in the case of a Spin-Off, on the first date on which the LafargeHolcim Shares or, as the case may be, the relevant Equity Shares are traded ex- the relevant Spin-Off on the Relevant Exchange (or, if not listed, quoted or dealt in on any stock exchange or securities market, the date for establishing entitlement in respect of the relevant Spin-Off);

“Exchange Date” has the meaning provided in Condition 7(b)(i);

“Exchange Notice” has the meaning provided in Condition 7(b)(i);

“Exchange Period” has the meaning provided in Condition 7(a)(iv);

“Exchange Property” has the meaning provided in Condition 8(a);

“Exchange Property Compensation Amount” has the meaning provided in Condition 11(g);

“Exchange Property per Bond” means, for each Bond at any time, a fraction of the Exchange Property the numerator of which shall be the principal amount of such Bond and the denominator of which shall be the aggregate principal amount of all the Bonds (including the Bond to which the relevant fraction relates) which are outstanding at such time (excluding for this purpose the principal amount of any Bonds in respect of which Exchange Rights have been exercised by a Bondholder but in respect of which the Exchange Property or the relevant Cash Alternative Amount, as the case may be, has not yet been delivered or paid and excluding from the Exchange Property such portion of the Exchange Property in relation to such Bonds);

“Exchange Right” has the meaning provided in Condition 7(a)(i);

“Extraordinary Resolution” has the meaning provided in the Trust Deed;

“Fair Market Value” means, with respect to any property as at or on any date (the **“FMV Date”**) (and as determined by the Calculation Agent):

- (i) in the case of a Cash Dividend paid or to be paid per LafargeHolcim Share or other Relevant Security, the amount of such Cash Dividend per LafargeHolcim Share or other Relevant Security;
- (ii) in the case of any other cash amount, the amount of such cash;
- (iii) in the case of Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets which are publicly traded on a Relevant Exchange of adequate liquidity (as determined by (where the Calculation Agent determines in its sole discretion that it is capable of making such determination in its capacity as Calculation Agent) the Calculation Agent or (in any other case) an Independent Adviser), the arithmetic mean of (a) in the case of Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets for which a Volume Weighted Average Price (disregarding for this purpose proviso (b) to the definition thereof) is generally available, the Volume Weighted Average Price of such Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets or (b) in the case of Relevant Securities, Spin-Off Securities, options, warrants or other securities, rights or assets for which a Volume Weighted Average Price (disregarding for this purpose proviso (b) to the definition thereof) is not generally available, the Closing Price of such Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets, in the case of (a) and (b) during the period of five Trading Days (for such Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets) commencing on such FMV Date (or, if later, the date (the “**Adjusted FMV Date**”) which falls on the first such Trading Day such Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets are publicly traded) or such shorter period as such Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets are publicly traded, provided that where such Adjusted FMV Date falls after the fifth day following the FMV Date, the Fair Market Value of such Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets shall instead be determined pursuant to paragraph (iv) below, and no such Adjusted FMV Date shall apply); and
- (iv) in the case of Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets which are not publicly traded on a Relevant Exchange of adequate liquidity (as aforesaid) or where the proviso to paragraph (iii) above applies, the fair market value thereof as determined by an Independent Adviser on the basis of a commonly accepted market valuation method and taking account of such factors as it considers appropriate, including volatility, prevailing interest rates and the terms of such Relevant Securities, Spin-Off Securities, shares, options, warrants or other securities, rights or assets,

provided that:

- (A) such amounts shall (unless otherwise specified in these Conditions) in each case be converted, if necessary, by the Calculation Agent:
 - (a) (in the case of (i) above) into CHF at the Prevailing Rate on the FMV Date (or, as the case may be, the Adjusted FMV Date);
 - (b) (in the case of (ii) above) into euro at the Prevailing Rate on the FMV Date (or, as the case may be, the Adjusted FMV Date);
 - (c) (in the case of (iii) above) into euro, by converting each such Volume Weighted Average Price or, as the case may be, Closing Price, at the Prevailing Rate on each Trading Day in the relevant period, such conversion being made before calculating the arithmetic mean of the Volume Weighted Average Prices or, as the case may be, the Closing Prices, as provided above; or

- (d) (in the case of (iv) above) into such currency, and on such date or on the basis of such average over such period, as an Independent Adviser shall determine in good faith to be appropriate; and
- (B) in the case of (i) or (ii) above, Fair Market Value shall be determined on a gross basis and disregarding any withholding or deduction required to be made on account of tax, and disregarding any associated tax credit;

“Final Acceptance Date” means, in respect of any Offer, the final date for acceptance of such Offer which, if such Offer is extended prior to becoming unconditional, shall be the final date for acceptance of the extended Offer (but, if such Offer is or becomes unconditional, disregarding any additional or further period during which such Offer is open for acceptance);

“Final Date” means, in relation to any Offer, the date the Offer becomes or is declared unconditional in all respects and, in relation to a Scheme of Arrangement, the date the Scheme of Arrangement is or becomes effective in accordance with applicable law;

“Final Maturity Date” means 30 December 2022;

“Holding Company” means a company whose principal activities are:

- (a) investing, reinvesting, owning, holding, managing or trading in shareholdings in other companies and/or in any securities, or proposing to do so; and/or
- (b) engaging in treasury management activities,

other than, in each case, a direct or indirect subsidiary of Sienna Capital S.à r.l.

“Independent Adviser” means an independent financial institution of international repute with appropriate expertise, which may (without limitation) be the Calculation Agent, appointed at its own expense by the Issuer or the Guarantor and (other than where the initial Calculation Agent is appointed) approved in writing by the Trustee (such approval not to be unreasonably withheld or delayed) or, if the Issuer or the Guarantor fails to make such appointment and such failure continues for a reasonable period (as determined by the Trustee in its sole discretion) and the Trustee is indemnified and/or secured and/or prefunded to its satisfaction against the liabilities, costs, fees and expenses of such adviser and otherwise in connection with such appointment, appointed by the Trustee (without liability for so doing) following notification to the Issuer and the Guarantor;

“LafargeHolcim” means LafargeHolcim Ltd;

“LafargeHolcim Shares” means fully paid registered shares of CHF2 nominal value each in the capital of LafargeHolcim and all other (if any) shares or stock resulting from any subdivision, consolidation or reclassification of those shares which, as between themselves, have no preference in respect of dividends or amounts payable in the event of any voluntary or involuntary liquidation or winding-up of LafargeHolcim;

“Major Restructuring Event” has the meaning provided in Condition 11(c);

“Major Restructuring Event Notice” has the meaning provided in Condition 11(c);

“Major Restructuring Event Notice Date” means the date on which a Major Restructuring Event Notice is given to the Bondholders as required by Condition 11(c);

“Major Restructuring Event Put Date” has the meaning provided in Condition 11(c);

“Major Restructuring Event Put Exercise Notice” has the meaning provided in Condition 11(c);

“Major Restructuring Event Put Exercise Period” means the period commencing upon the occurrence of a Major Restructuring Event or the decision by the competent body of the Guarantor or the relevant Principal Subsidiary to proceed with a Major Restructuring Event, whichever is earlier, and ending 45 calendar days following the Major Restructuring Event Notice Date;

“Major Restructuring Event Put Redemption Amount” has the meaning provided in Condition 11(c);

“Net Asset Value” has the meaning provided in Condition 11(c);

“Non-Cash Dividend” means any Dividend which is not a Cash Dividend;

“Offer” means an offer to the holders of any Equity Shares of a class comprised in the Exchange Property, whether expressed as a legal offer, an invitation to treat or in any other way (*offre publique*) (or equivalent in another jurisdiction), in circumstances where such offer is available to all holders of the applicable Equity Shares (or all or substantially all such holders other than any holder to whom such offer may not be extended pursuant to applicable securities or other laws or who is, or is connected with, or is deemed to be acting together or in concert with, the person making such offer or to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any stock exchange in any territory, it is determined not to make such an offer);

“Offered Cash Amount” means the cash amount in euro (or, where applicable, translated into euro at the applicable Prevailing Rate, on the Final Date) comprising the whole or part of the Consideration for one Equity Share in respect of the Offer or Scheme of Arrangement, as the case may be (other than cash paid in respect of fractional entitlements to the Offered Property) provided that if the Offered Property comprises securities or property other than Eligible Equity Shares, such securities or property will be deemed, for the purpose of this definition to form part of the Offered Cash Amount in an amount equal to their Fair Market Value on the Final Date (translated into euro at the Prevailing Rate on the Final Date);

“Offered Property” means the Consideration for one Equity Share in respect of the Offer or Scheme of Arrangement, as the case may be, excluding the Offered Cash Amount;

“Offered Property Value” means the Fair Market Value of the Offered Property at the close of business on the Final Date (if not in euro, translated into euro at the Prevailing Rate on the Final Date). In the case of an Offer or Scheme of Arrangement, as the case may be, the Consideration in respect of which is entirely in cash (including such securities or property which fall within the definition of “Offered Cash Amount”) the Offered Property Value shall be zero;

“Optional Redemption Date” has the meaning provided in Condition 11(b);

“Optional Redemption Notice” has the meaning provided in Condition 11(b);

“Permitted Expenses” means such amount, as determined by the Calculation Agent, as is equal to or, as the case may be, as would be equivalent to the costs and expenses, including any applicable stamp, transfer, registration or similar taxes or duties, incurred or, as the case may be, that would be incurred by the Issuer in making the relevant sale, subscription and purchase or taking up of rights as provided in these Conditions (whether or not any such sale, subscription or purchase or taking up of rights is made), together with such amount as would be equivalent to that necessary to indemnify the Issuer in respect of any liability to taxation in relation to any such sale, subscription and purchase or taking up of rights (whether or not any such sale, subscription or purchase or taking up of rights is made);

“Potential Event of Default” has the meaning provided in the Trust Deed;

“Predominant Equity Share Capital” means, if at any time there is more than one type or series of Equity Share Capital comprised in the Exchange Property, such type or series of Equity Share Capital which in the determination of an Independent Adviser represents the largest proportion or weighting by value in the Exchange Property at such time;

“Predominant Exchange Security” means at any time, (i) if at such time there is only one type or series of Relevant Security comprised in the Exchange Property, such Relevant Security or (ii) if at such time there is more than one type or series of Relevant Securities comprised in the Exchange Property, such type or series of Relevant Securities which in the determination of the Calculation Agent (where the Calculation Agent determines in its sole discretion that it is capable of making such determination in its capacity as the Calculation Agent) or of an Independent Adviser (in any other case) represents the largest proportion or weighting by value in the Exchange Property at such time;

“Prevailing Rate” means, in respect of any pair of currencies on any day, the spot mid-rate of exchange between the relevant currencies prevailing as at 12 noon (London time) on that date (for the purpose of this definition, the **“Original Date”**) as appearing on or derived from Bloomberg page BFIX (or any successor page) in respect of such pair of currencies, or, if such rate cannot be so determined, such rate prevailing as at 12 noon (London time) on the immediately preceding day on which such rate can be so determined, provided that if such immediately preceding day falls earlier than the fifth day prior to the Original Date or if such rate cannot be so determined (all as determined in good faith by the Calculation Agent), the Prevailing Rate in respect of the Original Date shall be the rate determined in such other manner as an Independent Adviser shall in good faith consider appropriate;

“Principal Subsidiary” has the meaning provided in Condition 3;

“Realisation Proceeds” means the proceeds of sale (after the deduction of Permitted Expenses) of the relevant Exchange Property or the relevant dividends or other income or distributions or rights attaching thereto which is carried out by an independent broker or investment bank of international repute selected by the Issuer and approved by the Trustee (such approval not to be unreasonably withheld or delayed), on an arm’s length basis (converted if necessary into euro at the Prevailing Rate by the Calculation Agent on the date of receipt of such proceeds);

“Record Date” has the meaning provided in Condition 12(c);

“Reference Exchange Property” has the meaning provided in Condition 7(e);

“Register” has the meaning provided in Condition 4(a);

“Registered Securities” has the meaning provided in Condition 7(d)(iii);

“Registration Date” means, in respect of any Registered Securities comprised in the Exchange Property to be delivered to a Bondholder upon exercise of Exchange Rights or pursuant to the exercise of the Share Settlement Option, the date on which the relevant Bondholder is registered as the holder of such Registered Securities;

“Regulation S” has the meaning provided in Condition 7(b)(i);

“Relevant Bond” means any Bond subject to a notice of redemption given pursuant to Condition 11(b);

“Relevant Company” means LafargeHolcim and any corporation or company derived from or resulting or surviving from the merger, consolidation, amalgamation, reconstruction or acquisition of LafargeHolcim with, into or by such other corporation or company, and any other entity, all or part of the share capital of which is, or all or some of the securities of which are, at the relevant time included in the Exchange Property;

“Relevant Date” means, in respect of any payment on or in respect of any Bond, whichever is the later of:

- (a) the date on which such payment first becomes due; and
- (b) if any amount payable is improperly withheld or refused, the earlier of (i) the date on which payment in full of the amount outstanding is made and (ii) the date falling seven days after the Trustee or the Principal Paying, Transfer and Exchange Agent has notified Bondholders of receipt of all sums due in respect of all the Bonds up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders as provided in these Conditions);

“Relevant Debt” has the meaning provided in Condition 3;

“Relevant Event” has the meaning provided in Condition 8(b)(iii);

“Relevant Exchange” means:

- (i) in the case of the LafargeHolcim Shares, the SIX or, if the LafargeHolcim Shares are no longer admitted to trading on the SIX, the principal stock exchange or securities market on which the LafargeHolcim Shares are then listed, admitted to trading or quoted or dealt in; or
- (ii) in the case of any other Equity Shares or Relevant Securities or other securities or options, warrants or other rights or assets, the principal stock exchange or securities market on which such Equity Shares or Relevant Securities or other securities or options, warrants or other rights or assets are then listed, admitted to trading or quoted or dealt in,

where **“principal stock exchange or securities market”** shall mean the stock exchange or securities market on which the LafargeHolcim Shares, other Equity Shares or Relevant Securities or other securities or options, warrants or other rights or assets (as the case may be) are listed, admitted to trading or quoted or dealt in, provided that if the LafargeHolcim Shares or, as the case may be, such other Equity Shares or Relevant Securities or other securities or options, warrants or other rights or assets are listed, admitted to trading or quoted or dealt in (as the case may be) on more than one stock exchange or securities market at the relevant time, then **“principal stock exchange or securities market”** shall mean that stock exchange or securities market on which the LafargeHolcim Shares, or as the case may be, the relevant Equity Shares or Relevant Securities or other securities or options, warrants or other rights or assets are then traded as determined by the Calculation Agent by reference to the stock exchange or securities market with the highest average daily trading volume in respect of the LafargeHolcim Shares or other Equity Shares or Relevant Securities or other securities or options, warrants or other rights or assets, as the case may be;

“Relevant Securities” means any securities which at the relevant time are included in the Exchange Property;

“Rights Issue” has the meaning provided in Condition 8(b)(ii);

“Scheme of Arrangement” means a scheme of arrangement or analogous procedure that results in the acquisition by another entity of all or a majority of the Equity Shares of a class comprised in the Exchange Property;

“securities” means shares or other securities (including without limitation any options, warrants, convertible bonds, evidence of indebtedness or rights to subscribe or purchase shares or other securities);

“Settlement Date” means (i) in the case of the exercise of Exchange Rights (other than in respect of the relevant Exchange Property (if any) in respect of which a Cash Election is made) the date falling 10 Trading Days after the relevant Exchange Date and (ii) in the case of a delivery of Exchange Property upon

redemption following exercise of the Share Settlement Option, the date falling 10 Brussels business days after the relevant Valuation Date);

“**Share Settlement Agent**” has the meaning provided in Condition 11(g);

“**Share Settlement Notice**” has the meaning provided in Condition 11(g);

“**Share Settlement Option**” has the meaning provided in Condition 11(g);

“**Share Settlement Option Notice**” has the meaning provided in Condition 11(g);

“**SIC**” means Swiss Interbank Clearing or its successor from time to time;

“**SIX**” means SIX Swiss Exchange Ltd;

“**Specified Date**” means, in relation to any Offer, seven Trading Days (in respect of the Equity Shares the subject of the relevant Offer) prior to the Final Acceptance Date;

“**Specified Proportion**” has the meaning provided in Condition 11(g);

“**Spin-Off**” means:

- (a) a distribution of Spin-Off Securities by LafargeHolcim to holders of LafargeHolcim Shares as a class or, as the case may be, by any Relevant Company to the holders of its Equity Share Capital as a class; or
- (b) any issue, transfer or delivery of any property or assets (including cash or shares or securities) by any entity (other than LafargeHolcim or, as the case may be, the Relevant Company) to holders of LafargeHolcim Shares as a class or, as the case may be, by any Relevant Company to the holders of its Equity Share Capital as a class;

“**Spin-Off Securities**” means Equity Share Capital of an entity other than LafargeHolcim, or as the case may be, the Relevant Company or options, warrants or other rights to subscribe for or purchase Equity Share Capital of an entity other than LafargeHolcim, or as the case may be, the Relevant Company;

“**Stamp Taxes**” has the meaning provided in Condition 7(b)(i);

“**Sub-division, Consolidation or Redenomination**” has the meaning provided in Condition 8(b)(i);

“**TARGET Business Day**” means a day on which the TARGET System is open;

“**TARGET System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System, or any successor thereto;

“**Trading Day**” means:

- (i) where specified to be in respect of LafargeHolcim Shares or any Relevant Securities, Spin-Off Securities or other shares or options, warrants or other rights or assets, a day on which (x) the Relevant Exchange in respect thereof is open for business (other than a day on which the Relevant Exchange is scheduled to or does close prior to its regular closing time) and (y) the LafargeHolcim Shares or such Relevant Securities, Spin-Off Securities or other shares or options, warrants or other rights or assets (as the case may be) may be traded or dealt in;
- (ii) where not specified as aforesaid, a day on which (x) the Relevant Exchange in respect of the Predominant Exchange Security is open for business (other than a day on which the Relevant

Exchange is scheduled to or does close prior to its regular closing time) and (y) such Predominant Exchange Security may be traded or dealt in; and

(iii) if the Exchange Property comprises solely cash, a TARGET Business Day;

“**Value**” means (other than for the purposes of Condition 11(g)) with respect to any property on any day;

- (1) in the case of a publicly-traded security for which a Volume Weighted Average Price is available on such day, the Volume Weighted Average Price (disregarding for this purpose proviso (b) to the definition thereof) of such publicly-traded security on such day, all as determined by the Calculation Agent;
- (2) in the case of a publicly-traded security for which a Volume Weighted Average Price (disregarding for this purpose proviso (b) to the definition thereof) is not available on such day, the Closing Price (disregarding for this purpose proviso (b) to the definition thereof) of such publicly-traded security on such day, all as determined by the Calculation Agent;
- (3) in the case of cash, the amount of such cash on such day; and
- (4) in the case of any other property or assets and in the case of any publicly-traded security for which a value cannot be determined pursuant to paragraph (1) or (2) above, the fair market value of such property or assets or security on such day, all as determined by an Independent Adviser,

in each case translated by the Calculation Agent (if not in euro) into euro at the Prevailing Rate in effect on such day,

provided that:

- (a) for the purpose of determining the Value of the Exchange Property per Bond, such Value shall be equal to the aggregate of the Values of any property and assets (determined as provided in this definition) included in the Exchange Property per Bond, as determined by the Calculation Agent;
- (b) if on any day any such publicly-traded securities are quoted or traded on the Relevant Exchange cum any dividend or other entitlement, or any assets or publicly-traded securities the value of which is to be determined pursuant to (4) above have the benefit of, or are entitled to, or carry the right to, any dividend or other entitlement, in any such case which (or a portion of which) a Bondholder would not be entitled to pursuant to these Conditions (including in respect thereof pursuant to any Additional Exchange Property deliverable pursuant to Condition 7(d)(ii) or any cash amount or other property deliverable pursuant to Condition 7(d)(iii)) in respect of the relevant exercise of Exchange Rights (assuming for any other purpose other than determining the Cash Alternative Amount, that such relevant exercise of Exchange Rights had occurred on such day) (disregarding for this purpose any Cash Election in respect of such relevant exercise of Exchange Rights), then the value of any such publicly-traded securities or assets on such day shall be reduced by an amount equal to the Value (or, in the case of a Cash Dividend or other cash amount, the Fair Market Value (converted, if necessary, into euro at the Prevailing Rate on such date)) as at such date of any such dividend or other entitlement (or relevant portion thereof), all as determined by the Calculation Agent;
- (c) if on any day any such publicly-traded securities are quoted or traded on the Relevant Exchange ex any dividend or other entitlement, or any assets or publicly traded securities the value of which is to be determined pursuant to (4) above do not have the benefit of, or are not entitled to, or do not carry the right to, any dividend or other entitlement, in any such case which (or a portion of which) (AA) a Bondholder would be entitled to pursuant to these Conditions (or in respect of which the relevant

Bondholder would have been entitled to receive any Additional Exchange Property pursuant to Condition 7(d)(ii) or any cash amount or other property deliverable pursuant to Condition 7(d)(iii) in respect of the relevant exercise of Exchange Rights (assuming, for any purpose other than determining the Cash Alternative Amount, that such relevant exercise of Exchange Rights had occurred on such day) (disregarding for this purpose any Cash Election in respect of such relevant exercise of Exchange Rights) and (BB) no adjustment to the Exchange Property in respect thereof pursuant to Condition 8(b) is in effect as at the date on which the relevant Exchange Property in respect of such exercise of Exchange Rights is determined, then the value of any such publicly-traded securities or assets on such day shall be increased by an amount equal to the Value (or, in the case of a Cash Dividend or other cash amount, the Fair Market Value (converted, if necessary, into euro at the Prevailing Rate as at such date)) as at such date of any such dividend or other entitlement (for the relevant portion thereof), all as determined by the Calculation Agent; and

- (d) if any doubt shall arise as to whether any adjustment to the determination of Value is required, or as to the appropriate adjustment(s) required, to give the intended result, the Issuer or the Guarantor may appoint an Independent Adviser to make a determination in good faith in respect thereof and, in the absence of manifest error and following consultation between the Issuer or the Guarantor (as applicable) and the Independent Adviser, the written determination by the Independent Adviser in respect thereof shall be final and binding on the Issuer, Guarantor, the Bondholders, the Trustee and the Paying, Transfer and Exchange Agents; and

“**Volume Weighted Average Price**” means, in respect of any day:

- (i) in the case of LafargeHolcim Shares, the volume weighted average price of a LafargeHolcim Share on the Relevant Exchange published by or derived from Bloomberg page LHN SW Equity HP (or any successor ticker or page) (setting Weighted Average Line, or any other successor setting and using values not adjusted for any event occurring after such day; and for the avoidance of doubt, all values will be determined with all adjustment settings on the DPDF Page, or any successor or similar setting, switched off) in respect of such day;
- (ii) in the case of any other Relevant Security, Spin-Off Security, share, option, warrant or other right or asset, the volume weighted average price published by or derived from the equivalent Bloomberg page in respect of the Relevant Exchange on such day; or
- (iii) in the case of (i) and (ii) above, if not able to be so determined, the volume weighted average price in respect of such day on the Relevant Exchange as obtained or derived from such Relevant Exchange on such day,

all as determined by the Calculation Agent, and provided that:

- (a) if on any such day (for the purpose of this definition, the “**Original Date**”) such price is not available or cannot otherwise be determined as provided above, the Volume Weighted Average Price of a LafargeHolcim Share or, as the case may be, any other Relevant Security, Spin-Off Security, share, option, warrant or other right or asset in respect of such day shall be the Volume Weighted Average Price, determined as provided above, on the immediately preceding Trading Day for LafargeHolcim Shares or, as the case may be, such other Relevant Securities, Spin-Off Securities, shares, options, warrants or other rights or assets on which the same can be so determined, provided that if such immediately preceding Trading Day falls prior to the fifth day preceding the Original Date, the Volume Weighted Average Price in respect of such day shall be considered to be not capable of being determined pursuant to this proviso (a), all as determined by the Calculation Agent; and

- (b) if the Volume Weighted Average Price cannot be determined as aforesaid, the Volume Weighted Average Price of a LafargeHolcim Share or, as the case may be, any other Relevant Security, Spin-Off Security, share, option, warrant or other right or asset in respect of such day shall be determined as at the Original Date by an Independent Adviser in such manner as it shall determine in good faith to be appropriate.

References to any offer “**by way of rights**” shall be taken to be references to an issue or offer or grant to all or substantially all holders of the class of securities in question, other than holders to whom, by reason of the laws of any territory or requirements of any recognised regulatory body or any other stock exchange or securities market in any territory or in connection with fractional entitlements, it is determined not to make such offer or grant.

References to any act or statute or any provision of any act or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

6 Interest

The Bonds do not bear interest.

7 Exchange Right

(a) *Exchange Rights and Exchange Period*

- (i) Subject to the right of the Issuer to make a Cash Election, each Bondholder shall have the right to have all or any of its Bonds redeemed at any time during the Exchange Period referred to below by exchange of each such Bond for the Exchange Property per Bond as at the relevant Exchange Date as calculated by the Calculation Agent. Such redemption of a Bond in exchange for Exchange Property per Bond (or, as the case may be, for payment of the Cash Alternative Amount) is referred to herein as an “**exchange**” and the right of a Bondholder to require an exchange is herein referred to as the “**Exchange Right**”. Upon exercise of Exchange Rights, the Issuer shall (subject to the right of the Issuer to make a Cash Election and in respect of the Exchange Property to which such Cash Election relates) deliver or procure the delivery of the relevant Exchange Property per Bond as provided in these Conditions.
- (ii) Subject to applicable law and as provided in this Condition 7(a) and save as provided in these Conditions, the Exchange Right relating to any Bond may be exercised by the holder thereof, at any time on and after 22 October 2019 up to (and including) the date which is 35 Brussels business days prior to the Final Maturity Date or if such Bond is to be redeemed pursuant to Condition 11(b) prior to the Final Maturity Date, then up to (and including) the date which is 10 Brussels business days prior to the date fixed for redemption thereof, unless there shall be a default in making payment (or, where the Share Settlement Option has been exercised, in the Issuer satisfying its obligations upon redemption of such Bond) in respect of such Bond on such date fixed for redemption, in which event the Exchange Right shall extend (the “**Extension Period**”) up to (and including) the date on which the full amount of the monies or Exchange Property deliverable upon such redemption becomes available for payment or delivery and notice of such availability has been duly given in accordance with Condition 19 or, if earlier, the Final Maturity Date, provided that, in each case, if such final date for the exercise of Exchange Rights is not a business day at the place aforesaid, then the period for exercise of Exchange Rights by Bondholders shall end on the immediately preceding business day at the place aforesaid.

Exchange Rights may not be exercised in respect of a Bond where the holder shall have exercised its right to redemption pursuant to Condition 11(c) unless there is default by the Issuer in redeeming the relevant Bond. In such circumstance Exchange Rights in respect of such Bond shall extend for the Extension Period in the manner, *mutatis mutandis*, prescribed in this Condition 7(a)(ii).

- (iii) If the Trustee shall give notice to the Issuer declaring the Bonds to be immediately due and repayable pursuant to Condition 14, notice of such fact shall forthwith be given by the Issuer to the Bondholders in accordance with Condition 19 and each Bondholder shall (whether or not the Exchange Right attaching to its Bond is then otherwise exercisable) be entitled, at any time after the date on which the Bonds become so due and repayable (the “**Due Date**”) until the date being the last day of the period of two weeks after the Due Date (but not thereafter), to elect (by delivering in accordance with the provisions of this Condition 7 a duly signed and completed Exchange Notice, together with the relevant Certificate, to the specified office of any Paying, Transfer and Exchange Agent) in lieu of having his Bond repaid, to exercise the Exchange Right in respect of such Bond as at the Due Date (and references to the Exchange Date shall be construed as being the Due Date), save that no such election may be made in respect of a Bond the relevant Certificate for which has been surrendered for payment on or after the Due Date (provided that payment in full of all amounts then due on the relevant Bond is made upon such surrender). Subject as provided in this Condition 7, Exchange Rights shall lapse in the event that the Trustee shall give notice to the Issuer that the Bonds are immediately due and repayable pursuant to Condition 14.
- (iv) The period during which Bondholders shall be entitled to exercise Exchange Rights pursuant to these Conditions is referred to as the “**Exchange Period**”.
- (v) Other than where a Cash Election is made by the Issuer, upon a due exercise of Exchange Rights the relevant Bondholder shall be entitled to receive the Exchange Property per Bond in respect of each Bond the subject of such exercise, as at the relevant Exchange Date, as calculated by the Calculation Agent.
- (vi) No fraction of a Relevant Security or any other property comprised in the Exchange Property which is not divisible shall be delivered on exercise of the Exchange Rights and the Issuer shall not be under any obligation to make any payment to Bondholders in respect of any such fraction and any such fraction will (subject to paragraph (vii) below) be rounded down by the Calculation Agent to the nearest whole multiple of a Relevant Security or unit of any such other property.
- (vii) If more than one Bond is to be exchanged by a Bondholder pursuant to any one Exchange Notice, the Exchange Property to be delivered and any sum payable to that Bondholder (including, where applicable, any Cash Alternative Amount) shall be calculated by the Calculation Agent on the basis of the aggregate principal amount of such Bonds.

(b) Procedure for exercise of Exchange Rights

- (i) Exchange Rights may be exercised by a Bondholder during the Exchange Period by delivering the relevant Certificate to the specified office of any Paying, Transfer and Exchange Agent, during its normal business hours, accompanied by a duly completed and signed notice of exchange (an “**Exchange Notice**”) in the form (for the time being current) obtainable from any Paying Transfer and Exchange Agent.

If such delivery is made after the end of normal business hours or on a day which is not a business day in the place at the specified office of the relevant Paying, Transfer and Exchange Agent, such delivery shall be deemed for all purposes of these Conditions to have been made on the next following such business day.

An Exchange Notice, once delivered, shall be irrevocable.

Exchange Rights shall be exercised subject in each case to any applicable fiscal or other laws or regulations applicable in the jurisdiction in which the specified office of the Paying, Transfer and Exchange Agent to whom the relevant Exchange Notice is delivered is located.

Any determination as to whether any Exchange Notice has been duly completed and properly delivered shall be made by the relevant Paying, Transfer and Exchange Agent and shall, save in the case of manifest error, be conclusive and binding on the Issuer, the Guarantor, the Trustee, the Paying, Transfer and Exchange Agents and the relevant Bondholder.

A Bondholder exercising Exchange Rights will be required to certify in the relevant Exchange Notice (a “**U.S. Certification**”) that (A) it and any person (for whom it is acquiring LafargeHolcim Shares or other Exchange Property on such exercise) is not a “U.S. person” within the meaning of Regulation S (“**Regulation S**”) under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) and it is not acting as, or as agent for or on behalf of, a U.S. person; (B) it understands that the LafargeHolcim Shares and/or any other part of the Exchange Property to be delivered upon such exercise have not been registered under the Securities Act and (C) it is located outside the United States (within the meaning of Regulation S), is acquiring the LafargeHolcim Shares and/or any other part of the Exchange Property to be delivered upon such exercise in an “offshore transaction” (as defined in Regulation S) in accordance with Rule 903 or 904 of Regulation S and understands that the LafargeHolcim Shares and/or any other part of the Exchange Property may not be delivered within the United States upon such exercise and may not be resold in the United States except pursuant to an exemption from the registration requirements of the Securities Act. If such U.S. Certification is not provided, the relevant Exchange Notice shall be void.

Upon exercise of Exchange Rights, a Bondholder shall, in the relevant Exchange Notice, specify a euro account maintained by the payee with a bank in a city in which banks have access to the TARGET System to which any cash amount payable on or in respect of the exercise of Exchange Rights by that Bondholder shall be credited and the Issuer, failing whom the Guarantor, shall pay such sum to the relevant Bondholder in accordance with any such directions.

Exchange Rights may only be exercised in respect of an Authorised Denomination.

The exchange date in respect of a Bond (the “**Exchange Date**”) in respect of which the Exchange Right shall have been exercised by a Bondholder will be the Brussels business day immediately following the date of the delivery of the Exchange Notice and the relevant Certificate as provided in this Condition 7(b).

The Issuer, failing whom the Guarantor, will pay any stamp, registration, documentary, transfer or other similar taxes or duties (including penalties) arising on the transfer or delivery of any Exchange Property to or to the order of a Bondholder pursuant to the exercise of Exchange Rights (“**Stamp Taxes**”) which are payable or imposed in The Grand Duchy of Luxembourg, Belgium and the jurisdiction in which the relevant Exchange Property is situated (and for this

purpose any securities in registered form comprising Exchange Property shall be deemed to be situated in the jurisdiction in which the register (or in the case of more than one register, the principal register) on which title to and transfers of such securities are recorded or maintained is located). Subject to the above, a Bondholder exercising Exchange Rights must pay directly to the relevant authorities any other taxes and capital, stamp, issue, registration, documentary, transfer or other duties (including penalties) arising in any jurisdiction not mentioned above on exchange and/or on the transfer, delivery or other disposition of Exchange Property arising on exercise of Exchange Rights. If Exchange Rights are exercised in respect of part of a Bondholder's holding, the Registrar will annotate the Register accordingly and will issue a new Certificate to the relevant Bondholder in respect of the Bonds so remaining.

Neither the Trustee nor any Paying, Transfer and Exchange Agent nor the Calculation Agent shall be responsible for determining whether any Stamp Taxes are payable or the amount thereof and it shall not be responsible or liable for any failure by the Issuer or the Guarantor to pay such Stamp Taxes.

If the Issuer, failing whom the Guarantor, shall fail to pay any Stamp Taxes for which it is responsible as provided above, the relevant holder who is liable for the payment of such Stamp Taxes shall be entitled to tender and pay the same and the Issuer, failing whom the Guarantor, as a separate and independent stipulation, covenants to reimburse each such Bondholder in respect of the payment of such Stamp Taxes and any penalties payable in respect thereof.

Each Bondholder must pay all, if any, taxes imposed on it and arising by reference to any disposal or deemed disposal of a Bond or interest therein in connection with the exercise of Exchange Rights by it.

- (ii) Other than where a Cash Election is made by the Issuer, the Issuer shall cause the relevant Exchange Property to be delivered on exercise of Exchange Rights to be transferred or delivered on or prior to the Settlement Date as follows:
- (1) in respect of LafargeHolcim Shares (or other securities which are for the time being deliverable through SIC) by delivery of such LafargeHolcim Shares as aforesaid through SIC to the person designated for the purpose in the relevant Exchange Notice;
 - (2) in respect of other Relevant Securities that are deliverable through a clearing system (other than SIC), by delivery through that clearing system to the account specified in the relevant Exchange Notice;
 - (3) in respect of Relevant Securities not falling within (1) or (2) above, procure that forms of transfer and certificates (if certificates for such Relevant Securities are then generally being issued) together with all other documents of title and evidence of ownership and all other documents necessary to transfer or evidence the transfer of such Relevant Securities will be despatched by mail, and free of charge (but uninsured and at the risk of the person entitled thereto), to such address, subject to applicable securities laws, as the Bondholder may specify in the relevant Exchange Notice; and
 - (4) procure that such documents of title and evidence of ownership of any other Exchange Property shall be despatched and that payment of any part of the Exchange Property comprising cash to be delivered on exercise of Exchange Rights (converted if necessary into euro at the Prevailing Rate on the relevant Exchange Date) shall be made, in each

case in accordance with directions given by the relevant Bondholder in the Exchange Notice.

Notwithstanding the above, if SIC or, as the case may be, the relevant clearing system through which the delivery of LafargeHolcim Shares or other Exchange Property is to be made as provided above, has been closed for a continuous period of two or more days (excluding Saturdays and Sundays and save by reason of holidays, statutory or otherwise) in the period between the relevant Exchange Date to and the relevant Settlement Date, the Issuer will notify the relevant Bondholder at the address of the relevant Bondholder specified in the relevant Exchange Notice (as the Issuer may determine) and the date for such delivery shall be the later of the final day of the period above and the earliest practicable date on which the relevant Exchange Property may be delivered or transferred to the relevant Bondholder by or through SIC or, as the case may be, the relevant clearing system.

Neither the Issuer nor the Guarantor shall be responsible or liable to any person for any delay in the delivery of any property comprising Exchange Property following exercise of Exchange Rights arising as a result of a failure by the relevant Bondholder to supply all information and details as required by the relevant Exchange Notice.

Notwithstanding the above, if, after the relevant Exchange Date, the Exchange Property has changed in whole or in part as a result of an Offer or as a result of the compulsory acquisition of any Equity Shares or as a result of a Scheme of Arrangement becoming effective, in each case as provided in Condition 9, then the Issuer will notify the relevant Bondholder at the address of the Bondholder specified in the relevant Exchange Notice (unless the Issuer has given notice of such change to Bondholders generally in accordance with Condition 19) and the time for such delivery shall be the longer of such period set out above and the day falling 10 Brussels business days after the Consideration Date or, as the case may be, the day falling 10 Brussels business days following the date on which the consideration pursuant to such compulsory acquisition is received by the Issuer.

(c) Settlement Disruption

If, at any time when the transfer or delivery of any Exchange Property (other than cash) to a Bondholder is required in accordance with these Conditions, such transfer or delivery would, as certified to the Trustee by two Authorised Officers of the Issuer, be unlawful under the laws of any applicable jurisdiction or contrary to any official declaration, order, directive or regulation in any applicable jurisdiction, the Issuer will notify the relevant Bondholder at the address of the Bondholder specified in the relevant Exchange Notice (unless the Issuer has given notice of such fact to Bondholders generally in accordance with Condition 19) and the Issuer will make a cash payment to the relevant Bondholder equal to the aggregate of the Realisation Proceeds in respect of the relevant Exchange Property in lieu of the delivery of such Exchange Property to such Bondholder. The Issuer will pay any such amount to the relevant Bondholder not later than 10 TARGET Business Days after the relevant Settlement Date.

(d) Exchange Property record date, Additional Exchange Property, Equivalent Amounts

(i) Exchange Property Record Date

Except in respect of any Exchange Property to which such Cash Election relates, a Bondholder shall upon exchange of each Bond, be, subject as provided herein, deemed as between it and the Issuer to be, on the relevant Exchange Date the holder of record of all Relevant Securities

and/or the owner of any other property or assets included in the Exchange Property to be delivered to such Bondholder, and in each case shall be, subject as provided herein, entitled as between it and the Issuer to receive all dividends, interest and other income payments and distributions and rights in respect of such Exchange Property and any Additional Exchange Property declared paid, made or granted by reference to a record date or other due date for the establishment of entitlement in respect thereof falling on or after such Exchange Date.

Subject as provided herein, Exchange Property to be delivered on exercise of Exchange Rights shall not include any dividends or other income thereon or other distributions or rights in respect thereof, declared, paid, made or granted by reference to a record date or other due date for the establishment of the relevant entitlement falling prior to the relevant Exchange Date.

(ii) Additional Exchange Property

Without prejudice to Condition 7(e) and subject as provided in Condition 7(d)(iii)(III), if:

- (A) the Exchange Date in respect of any Bond shall be on or after the date of any public announcement affecting the composition of any part of the Exchange Property (other than LafargeHolcim Shares or other securities in registered form (“**Registered Securities**”) in circumstances where the relevant entitlement is determined by reference to a record date in respect thereof), but before the date on which such change is effective; or
- (B) the Exchange Date in respect of any Bond shall be on or after the record date or other due date for the establishment of the relevant entitlement in respect of any Rights Issue or any Sub-division, Consolidation or Redenomination or Relevant Event in respect of any Registered Securities comprising Exchange Property but before the date on which adjustment of the Exchange Property becomes effective; or
- (C) the Exchange Date in respect of any Bond shall be on or before the record date or other due date for the establishment of the relevant entitlement in respect of any Rights Issue or any Sub-division, Consolidation or Redenomination or Relevant Event in respect of any Registered Securities comprising Exchange Property in circumstances where the Registration Date in respect of such Registered Securities is after such record date or other due date for the establishment of the relevant entitlement and the relevant Bondholder would not otherwise receive the relevant entitlement but the Issuer has received or is entitled to receive such entitlement,

then in each case, the relevant Bondholder, other than where a Cash Election applies to the relevant exercise of Exchange Rights and in respect of the Exchange Property to which such Cash Election relates, and unless the Issuer is able to confer on or deliver to the relevant Bondholder the benefit of the relevant entitlement, shall be entitled to receive, in respect of the exercise of the relevant Exchange Rights, such *pro rata* amount or, as the case may be, further *pro rata* amount of the Exchange Property (“**Additional Exchange Property**”) as would have been receivable had the relevant Exchange Date occurred immediately after the date on which such change in the composition of the Exchange Property or adjustment to the Exchange Property became effective or, as the case may be, had the relevant Registration Date in respect of such Registered Securities been immediately before such record date or other due date for establishment of entitlement, all as determined by the Calculation Agent.

(iii) Equivalent Amounts

- (I) If the record date or other due date for the establishment of the relevant entitlement for or in respect of any Dividend, interest or other income, payment or distribution or rights on or in respect of any such Exchange Property to be delivered on exercise of Exchange Rights falls on or after the Exchange Date but before the relevant Settlement Date (or any other date from which the relevant Bondholder is treated as the owner of, or entitled to all rights and entitlement to, such Exchange Property) with the effect that the relevant Bondholder is not entitled to such dividend, interest or other income, payment or distribution of rights, the Issuer will (unless it is able to confer on or deliver to the relevant Bondholder an entitlement to receive such dividend, interest or other income, payment or distribution or rights or (in the case of sub-paragraph (z) below) unless and to the extent that the same is taken into account for the purposes of Condition 7(d)(ii) relating to entitlement to Additional Exchange Property):
- (y) (in the case of a Cash Dividend or any interest or other income, payment or distributions or rights to be paid or made in cash) pay, or procure the payment to, the exchanging Bondholder in lieu thereof, an amount equal to the gross amount thereof, all as determined by the Calculation Agent, converted if necessary into euro at the Prevailing Rate on the date of receipt thereof by the Issuer (the “**Equivalent Amount**”). The Issuer will pay the Equivalent Amount, or procure that it is paid, to the relevant Bondholder by not later than 10 TARGET Business Days after the receipt by the Issuer of the relevant Cash amount; and
 - (z) (in the case of a Non-Cash Dividend or any other income or distributions or rights to be satisfied or made otherwise than in cash) deliver, or procure the delivery of, the same to the relevant Bondholder not later than 10 TARGET Business Days after the receipt by the Issuer of such Non-Cash Dividend or other income or distribution or rights. If, at any time when the delivery of any such dividend or other income or distribution or rights is required, delivery would, as certified to the Trustee by two Authorised Officers of the Issuer, be unlawful under the laws of any applicable jurisdiction or contrary to any official declaration, order, directive or regulation in any applicable jurisdiction, the Issuer will make a cash payment equal to the aggregate Realisation Proceeds of such dividend or other income or distribution or rights, converted, if necessary, into euro at the Prevailing Rate on the date of receipt by the Guarantor of the Realisation Proceeds. The Issuer will pay any such amount to the relevant Bondholders not later than 10 TARGET Business Days after the receipt by the Issuer of such Non-Cash Dividend or other income or distribution or rights.
- (II) For the purposes of this Condition 7(d), if there is an option to receive the relevant entitlement in the form of a cash amount or otherwise than in cash, the entitlement shall be treated as being paid or made in cash, and accordingly the provisions of (a) above shall apply.
- (III) If, in respect of any dividend, interest or other income, payment or distributions or rights to be paid or made in cash, the provisions of Condition 7(d)(iii)(I) require an Equivalent Amount or other property to be paid or delivered to a Bondholder and, in respect of such dividend, interest or other income, payment or distributions or rights, the provisions of

Condition 7(d)(ii) require Additional Exchange Property to be delivered to such Bondholder, then the provisions of Condition 7(d)(iii)(I) shall prevail and the relevant Bondholder shall be entitled to receive the relevant Equivalent Amount, and Condition 7(d)(ii) shall not apply to such dividend, interest or other income, payment or distributions or rights.

(iv) Rights in respect of securities comprised in the Exchange Property

The Issuer makes no representation or warranty as to whether any Bondholder may under applicable laws or regulations be entitled to exercise any voting or other rights in respect of any securities comprised in the Exchange Property delivered to it upon exercise of Exchange Rights or to receive or have the benefit of any dividends or distributions or economic rights or benefits relating to such securities, nor whether any approval, consent or filing (or the like) is required to be obtained by such Bondholders in accordance with applicable laws and regulations in connection with the acquisition by it of any securities comprised in the Exchange Property or to exercise any such voting or other rights or to receive or have the benefit of any such dividends or distributions or economic rights. The inability of any Bondholder to exercise any such voting or other rights or to receive or have the benefit of any such dividends or distributions or other economic rights as a result of the application of applicable laws or regulations or the failure by the relevant Bondholder to obtain any applicable approval or consent or make any filing (or the like) in accordance with applicable laws and regulations shall not constitute a breach (however so described, and including a Potential Event of Default and an Event of Default) by the Issuer of its obligations under the Bonds or the Trust Deed.

(e) **Cash Election**

- (i) Upon the exercise of Exchange Rights by a Bondholder, the Issuer may make an election (a “**Cash Election**”) by giving notice (a “**Cash Election Notice**”) to the relevant Bondholder by not later than the Cash Election Exercise Date to satisfy all or part of its obligation to deliver Exchange Property in respect of the Bonds on such exercise of Exchange Rights by making payment, or procuring that payment is made, to the relevant Bondholder of the Cash Alternative Amount in respect of the Exchange Property specified in the relevant Cash Election Notice as being the Cash Settled Exchange Property.

Where the Cash Settled Exchange Property is less than the Reference Exchange Property in respect of the relevant exercise of Exchange Rights, the Issuer shall deliver such Exchange Property as is equal to the Reference Exchange Property minus the Cash Settled Exchange Property, as provided in these Conditions, together with any other amounts payable by the Issuer to such Bondholder or Bondholders pursuant to these Conditions in respect of, or relating to, the relevant exercise of Exchange Rights.

A Cash Election Notice shall be given to the relevant Bondholder to the email address as provided in the relevant Exchange Notice and to the Principal Paying, Transfer and Exchange Agent, the Trustee and the Calculation Agent.

A Cash Election Notice shall specify the Reference Exchange Property, the Cash Settled Exchange Property, the Cash Alternative Calculation Period and the Cash Alternative Payment Date.

A Cash Election shall be irrevocable.

The Issuer will pay the Cash Alternative Amount, together with any other amount as aforesaid, by not later than the Cash Alternative Payment Date by transfer to a euro account maintained with a bank in a city in which banks have access to the TARGET System in accordance with instructions contained in the relevant Exchange Notice.

For the purposes of these Conditions:

“**Cash Alternative Amount**” means a sum in euro (rounded to the nearest whole multiple of €0.01, with €0.005 rounded up) equal to the arithmetic average of the Value on each Trading Day in the Cash Alternative Calculation Period of the relevant Cash Settled Exchange Property, as calculated by the Calculation Agent or if any doubt shall arise as to the appropriate calculation of the Cash Alternative Amount to give the intended result, or if such amount cannot be so determined, the amount determined in such other manner as an Independent Adviser shall consider in good faith to be appropriate;

“**Cash Alternative Calculation Period**” means the period of 15 consecutive Trading Days commencing on the second Trading Day following the Cash Election Exercise Date;

“**Cash Alternative Payment Date**” means the date falling five TARGET Business Days after the last day of the Cash Alternative Calculation Period;

“**Cash Election Exercise Date**” means, in respect of an exercise of Exchange Rights by a Bondholder, the eighth Trading Day following the relevant Exchange Date;

“**Cash Settled Exchange Property**” means, in respect of an exercise of Exchange Rights by a Bondholder, such Exchange Property (which shall be a whole number of the relevant unit of property and shall not exceed the Reference Exchange Property or, as the case may be, the total of the relevant property comprised in the Reference Exchange Property in respect of such exercise) as determined by the Issuer and notified to the relevant Bondholders in the relevant Cash Election Notice; and

“**Reference Exchange Property**” means, in respect of the exercise of Exchange Rights by a Bondholder, the aggregate of the Exchange Property per Bond as at the relevant Exchange Date in respect of all Bonds the subject of such exercise.

- (ii) If and to the extent a Bondholder would otherwise have been entitled to receive, in respect of the exercise of Exchange Rights, any Additional Exchange Property pursuant to Condition 7(d)(ii) or any Equivalent Amount or other property pursuant to Condition 7(d)(iii) in circumstances where a Cash Election is made in respect of the relevant exercise of Exchange Rights and to the extent not taken into account in the provisos to the definition of “Value”, the Issuer shall, in lieu of delivering such Additional Exchange Property, pay to the relevant Bondholder an amount (the “**Further Amount**”) equal to the Value of such Additional Exchange Property as at the date on which the relevant change in the composition of the Exchange Property is or would be effective (the “**Change Date**”), all as determined by the Calculation Agent and such Further Amount shall be paid by transfer to a euro account maintained by the payee with a bank in a city in which banks have access to the TARGET System in accordance with instructions contained in the relevant Exchange Notice by not later than the date (or if such date) is not a TARGET Business Day, the next following TARGET Business Day) which is the later of (a) the date falling five TARGET Business Days after the Change Date and (b) the relevant Cash Alternative Payment Date.

(f) **No Charges**

Neither the Issuer, the Guarantor nor any Paying, Transfer and Exchange Agent will impose any costs, fees, charges or expenses on Bondholders on or in respect of the exercise of Exchange Rights or the delivery of any Exchange Property.

8 The Exchange Property

(a) ***Initial Exchange Property***

The “**Exchange Property**” as at the Closing Date comprises 13,155,440 LafargeHolcim Shares and shall, from time to time, include:

- (i) all Relevant Securities and other property and assets (including any cash amounts) arising out of or derived or resulting therefrom; and
- (ii) such other property as may be deemed or required to comprise all or part of the Exchange Property pursuant to these Conditions,

but excluding any such property as may or may be deemed to have ceased to form part of the Exchange Property and excluding any Cash Dividend (and any Dividend treated as a Cash Dividend) other than to the extent comprising a Capital Distribution.

Based on the Exchange Property as at the Closing Date, the Exchange Property per Bond as at the Closing Date is approximately 1,754.0587 LafargeHolcim Shares for each EUR 100,000 principal amount of Bonds (equivalent to an initial implied exchange price of approximately EUR 57.0106 per LafargeHolcim Share).

The Exchange Property is subject to adjustment in accordance with this Condition 8 and Condition 9.

All Exchange Property transferred or delivered upon exercise of Exchange Rights shall be transferred or delivered with full title guarantee and free from any and all security interests or other adverse interests.

Except in the circumstances provided in these Conditions, dividends and other income and other benefits, rights and entitlements derived from the Exchange Property shall not comprise part of the Exchange Property.

(b) ***Adjustments to the Exchange Property***

If at any time any event occurs which may result in any change in composition of the Exchange Property pursuant to paragraphs (i) to (iii) below the Issuer shall consult with the Calculation Agent, and the Calculation Agent shall in good faith determine, on behalf of and at the expense of the Issuer, the appropriate adjustment (if any) to be made to the Exchange Property.

(i) ***Sub-division, Consolidation or Redenomination***

If any Relevant Securities comprising the Exchange Property shall be sub-divided or consolidated, re-classified or re-denominated or in any other manner have their nominal or par value (or the like) changed (“**Sub-division, Consolidation or Redenomination**”) then the securities resulting from such Sub-division, Consolidation or Redenomination, so far as attributable to the Exchange Property, shall be included in the Exchange Property with effect from the date such Sub-division, Consolidation or Redenomination takes effect.

(ii) ***Rights Issues***

If further Relevant Securities or other securities, or options, warrants or rights to subscribe or purchase further Relevant Securities or other securities shall be offered by way of rights to holders of Relevant Securities (for the avoidance of doubt, other than where the same constitutes a Cash Dividend) (a “**Rights Issue**”), then:

- (a) if such rights are capable of being publicly traded and can be sold by the Issuer under applicable law and/or the terms of the Rights Issue, by not later than the latest day for accepting or taking up any such rights (for the purposes of this paragraph (a), the “**Election Date**”), the Issuer may elect either:
 - (A) to procure on an arm’s length basis in good faith the sale by a reputable independent broker or investment bank with appropriate expertise selected and appointed by the Issuer of sufficient rights to enable the whole of the balance of such rights to be taken up and procure the application of the proceeds of sale, after the deduction of Permitted Expenses, in the taking up of such rights, with any excess proceeds of sale (but only to the extent the Fair Market Value thereof as at the first date on which such excess proceeds as aforesaid can be determined is in excess of €100) being added to and forming part of the Exchange Property; or
 - (B) to add or procure that there is added to the Exchange Property such number (rounded down, if necessary to the nearest whole number) of Relevant Securities or other securities or options, warrants or rights as aforesaid as is determined by dividing (x) the Fair Market Value as at the Determination Date of such number of rights as would have been required to be sold (assuming for this purpose the proceeds of such sale to be the Fair Market Value (determined in accordance with Condition 8(b)(ii)(c)) of such rights as at the Determination Date, but without any deduction) to enable the balance of such rights to be taken up by (y) the exercise, subscription or purchase price (or the like) payable upon exercise of such rights.

In the absence of any such election being notified to the Bondholders in accordance with Condition 19 and to the Trustee by not later than the Election Date, paragraph (B) immediately above shall apply.

- (b) If such rights are not capable of being publicly traded and/or sold by the Issuer under applicable law and/or the terms of the Rights Issue, by not later than the latest day for accepting or taking up any such rights (for the purposes of this paragraph (b), the “**Election Date**”), the Issuer may elect either:
 - (A) based on advice from an Independent Adviser appointed by the Issuer with a view to realising the value (if any) of such rights, to use any part of the Exchange Property comprising cash to take up such rights and/or procure in good faith on an arm’s length basis the sale by a reputable independent broker or investment bank with appropriate expertise selected and appointed by the Issuer of sufficient Relevant Securities to enable (after the deduction of the Permitted Expenses) the whole (or, where any such Relevant Securities are sold (as aforesaid) *cum* such rights, the balance) of such rights to be taken up (or such lower number (which may be none) of rights as may be taken up based on the advice of such Independent Adviser) as aforesaid, with in any such case, any excess proceeds of sale (but only to the extent the Fair Market Value thereof as at the first date on

which such excess proceeds as aforesaid can be determined is in excess of €100), being added to and forming part of the Exchange Property; or

- (B) to add to the Exchange Property such number (if any) (rounded down, if necessary to the nearest whole number) of Relevant Securities of the class to which such rights relate or other securities or options, warrants or rights as aforesaid as is determined in good faith to be appropriate by an Independent Adviser to reflect the value (if any) of the rights that would have been capable of being realised by the Issuer pursuant to paragraph (A) immediately above.

In the absence of any such election being notified to the Bondholders in accordance with Condition 19 and to the Trustee by not later than the Election Date, paragraph (B) immediately above shall apply.

- (c) For the purposes of paragraph (a)(B), the Fair Market Value, on any particular day for the purposes of the relevant calculation shall be converted, if necessary, by the Calculation Agent into the currency in which the relevant exercise, subscription or purchase price (or the like) is expressed at the Prevailing Rate on such Trading Day.
- (d) In the case of paragraphs (a)(A) and (b)(A) above, any Relevant Securities or other securities or options, warrants or rights taken up pursuant to this paragraph and any excess proceeds of sale as aforesaid shall upon receipt by the Issuer be added to and form part of the Exchange Property. In the case of paragraphs (a)(B) and (b)(B) above, the relevant addition to the Exchange Property shall be effective on the Trading Day immediately following the relevant determination by the Calculation Agent (in the case of paragraph (a)(B)) or the Independent Adviser (in the case of paragraph (b)(B)).
- (e) Any rights or other property sold (or deemed to have been sold) and any cash applied as provided in paragraph (a)(A) or (b)(A) and the number of rights determined for the purpose of paragraph (a)(B)(x) shall not form or, as the case may be, shall cease to form part of the Exchange Property.
- (f) “**Determination Date**” means in the case of Condition 8(b)(ii)(a)(B), the first Trading Day on which the relevant rights may be publicly traded.

(iii) *Bonus Issues, Capital Distributions, Reorganisations and Payments*

If any of the following events occurs (each a “**Relevant Event**”):

- (A) Relevant Securities or other securities are issued credited as fully paid to holders of Relevant Securities of a class comprised in the Exchange Property by way of capitalisation of profits or reserves or otherwise by virtue of being holders of Relevant Securities (other than where the relevant event is determined to constitute a Cash Dividend pursuant to paragraph (a) or (b) of the definition of Dividend); or
- (B) any Capital Distribution is paid or made in respect of any LafargeHolcim Shares or Equity Share Capital comprised in the Exchange Property; or
- (C) subject to Condition 8(g)(B), a Relevant Company (or any person on behalf of or at the direction or request of, or pursuant to an arrangement with, a Relevant Company) purchases or redeems any Relevant Securities of a class comprised in the Exchange Property; or

- (D) pursuant to any scheme of arrangement, reorganisation, amalgamation, reconstruction, merger, demerger or any like or similar event of any company or companies (whether or not involving liquidation or dissolution), any further Relevant Securities or other securities, property or assets (including cash) are issued, distributed or otherwise made available to holders of Relevant Securities or other securities of a class comprised in the Exchange Property, or
- (E) any cash amount is paid or distributed in whatever manner (including by way of payment of interest, distribution, dividend, repayment of principal or capital or redemption monies) or any securities or other property is distributed, issued, transferred or delivered in whatever manner, in each case in respect of any Relevant Securities or other property or assets (in each case, other than LafargeHolcim Shares or Equity Share Capital) of a class comprised in the Exchange Property,

then the further Relevant Securities, securities or other property or assets (including cash amounts) received in relation to the Relevant Event, so far as attributable to the Exchange Property or, as the case may be, the relevant Capital Distribution in respect of the LafargeHolcim Shares or Equity Share Capital comprised in the Exchange Property, shall be included as part of the Exchange Property at such time as such Relevant Securities, securities or other property or assets would in the ordinary course be received by a holder of such Relevant Securities (and, if applicable, applied in accordance with Condition 8(e)).

(c) *Notice of Change in Exchange Property*

The Issuer shall give notice to the Trustee and to the Bondholders in accordance with Condition 19 and to the Principal Paying, Transfer and Exchange Agent of any change in composition of the Exchange Property as soon as reasonably practicable following such change, and, at the same time, shall give such details as the Trustee may require of the Exchange Property per Bond to which the holder of EUR 100,000 principal amount of Bonds would be entitled upon exercise of the Exchange Right in respect of such Bond following such change.

(d) *Reduction in Exchange Property*

Upon delivery of the full amount of the Exchange Property required to be delivered and/or payment of the Cash Alternative Amount pursuant to these Conditions on an exercise of Exchange Rights or upon any redemption or purchase and cancellation of the Bonds, the Exchange Property per Bond (determined as at the date for determining the Exchange Property per Bond in respect of the relevant exercise of Exchange Rights or, in the case of a redemption of the Bonds, as at the relevant Optional Redemption Date or, in the case of a purchase and cancellation, as at the date of cancellation of the relevant Bonds) in respect of the relevant Bonds (all as determined by the Calculation Agent) shall cease to be part of the Exchange Property and the Exchange Property shall be reduced accordingly.

(e) *Purchase of Relevant Securities etc.*

Subject as provided in the last paragraph of this Condition 8(e), if at any time Equity Share Capital is comprised in the Exchange Property and any cash amount or securities or other property is comprised in or is to be added to and form part of the Exchange Property pursuant to these Conditions (other than (i) any additional Equity Share Capital of a class already comprised in the Exchange Property or (ii) as included in the Consideration) before the Exchange Rights lapse, then such cash amount or securities or other property shall not be added to or form part of the Exchange Property and instead there shall be added to the Exchange Property such additional Equity Share Capital of the class then comprised in the

Exchange Property (and where at the relevant time the Exchange Property comprises more than one class of Equity Share Capital, further Equity Share Capital of each such class on a *pro rata* basis (as determined by reference to the Value of each such class of Equity Share Capital comprised in the Exchange Property as at the Trading Day which immediately precedes the date on which the relevant cash amount or securities or other property would otherwise be added to the Exchange Property pursuant to these Conditions)) as is determined by the Calculation Agent by dividing (x) the Fair Market Value of such cash amount or securities or other property (or, where at the relevant time the Exchange Property comprises more than one class of Equity Share Capital as aforesaid, in respect of each such class of Equity Share Capital, the proportion of the Fair Market Value of such cash amount or other property determined on a *pro rata* basis as provided above) as at the date (the “**Calculation Date**”) which is the Trading Day immediately following the date on which the relevant cash amount or securities or other property would otherwise be added to the Exchange Property pursuant to these Conditions (converted, if necessary, by the Calculation Agent into the currency in which the Fair Market Value is determined pursuant to (y) below at the Relevant Rate on such Trading Day) by (y) the Fair Market Value (disregarding for this purpose proviso (A) to the definition of “Fair Market Value”) of the relevant Equity Share Capital as at the first Trading Day (for such Equity Share Capital) immediately following (AA) the Calculation Date or (BB) if later, the first day on which the Fair Market Value of such cash amount or securities or other property can be determined as aforesaid.

If any cash amount is to be added to and form part of the Exchange Property in circumstances where the Exchange Property comprises solely cash, such cash amount (converted, if necessary, into euro at the Relevant Rate prevailing on the date of receipt of such cash amount) shall be, or as the case may be, shall be added to, the Exchange Property and thereafter the Exchange Property shall comprise and remain solely cash. No interest shall accrue on or in respect of any such cash amount.

(f) Voting Rights etc.

Bondholders and the Trustee shall have no voting rights in respect of the LafargeHolcim Shares or any other part of the Exchange Property prior to their delivery or transfer to the relevant Bondholder (or as it may direct).

In exercising any voting rights attaching to the LafargeHolcim Shares and other Relevant Securities that it may have or making any such election to which it may be entitled, the Issuer is not obliged to take account of the interests of the Bondholders and it is therefore possible that the Issuer may act in a manner which is contrary to or may not be in the best interests of the Bondholders.

(g) Maintenance of Exchange Property

Exchange Rights are not exercisable in respect of any specific LafargeHolcim Shares or other property comprising Exchange Property from time to time and no LafargeHolcim Shares or other Exchange Property has been or will be charged or otherwise placed in custody or set aside to secure or satisfy the Issuer’s obligations in respect of the Exchange Rights. At any time, the Issuer and/or the Guarantor may or may not be the owner of the whole or any part of LafargeHolcim Shares or other property comprising Exchange Property from time to time and neither the Issuer nor the Guarantor is under any obligation to hold any LafargeHolcim Shares and/or other Exchange Property and may sell or otherwise dispose of the same at any time. The composition of the Exchange Property may also change as a result of the operation of the Conditions.

The arrangements described herein do not amount to any security interest in favour of Bondholders to secure the debt obligations of the Bonds or to secure performance of the Exchange Rights thereunder.

Accordingly if either the Issuer or the Guarantor at any time holds any LafargeHolcim Shares or other property comprising Exchange Property from time to time and is or becomes insolvent, bankrupt or in liquidation, such LafargeHolcim Shares and/or Exchange Property will form part of the assets of the Issuer or the Guarantor available on a *pari passu* basis to all unsecured creditors of such person (or, if such LafargeHolcim Shares or other property is secured in favour of one or more other creditors of the Issuer or the Guarantor where permitted by Condition 3, available to such secured creditors to the extent of their secured interest).

- (A) *Ownership of Exchange Property*: At any particular time, the Issuer may or may not hold or be the beneficial owner of sufficient Exchange Property required to be delivered on exercise of Exchange Rights or otherwise pursuant to these Conditions in respect of all outstanding Bonds. However, these Conditions shall be read and construed as though at all times the Issuer were the holder and beneficial owner of sufficient Exchange Property as is required to be delivered on exercise of Exchange Rights or otherwise pursuant to these Conditions in respect of all outstanding Bonds. Accordingly (whether or not the Issuer shall hold or be the beneficial owner of any Exchange Property), for the purposes of determining whether and to what extent any adjustment should be made to the Exchange Property at any time, for the purposes of these Conditions, the Issuer shall be deemed to be entitled to receive such further or other LafargeHolcim Shares, Relevant Securities, securities, property or assets including cash and/or consideration on the date the Issuer would have been entitled to receive the same, and be entitled to make any relevant elections in respect thereof or relating thereto, as it would have been entitled to receive and/or make had it at all relevant times been the holder and beneficial owner of sufficient Exchange Property to satisfy the exercise of Exchange Rights or otherwise required to be delivered pursuant to these Conditions in respect of all outstanding Bonds, and references in these Conditions to the Exchange Property being adjusted shall be construed accordingly. In particular (and without limitation):
- (i) *Realisation Proceeds, Sales and Applications*: If at any time when the Realisation Proceeds of any property or the proceeds of sale of any property or the application of cash and/or any proceeds of sale in the purchase of any property or other assets are to be determined, such determination shall be made as if (whether or not such is the case) the Issuer had at the relevant time been the holder and beneficial owner of sufficient Exchange Property or other property or assets and in any such case had sold the relevant property and applied the relevant cash and/or proceeds (as the case may be) as provided in these Conditions;
 - (ii) *Offers and Schemes of Arrangement*: for the purposes, and subject to the provisions, of Condition 9, the Issuer shall be entitled to elect to be treated as accepting (including as to any alternative consideration) or (unless the Equity Shares are subject to compulsory acquisition) rejecting such Offer or, as voting in favour (including as to any alternative consideration) or rejecting any Scheme of Arrangement in respect of the Equity Shares the subject of such Offer or Scheme of Arrangement (whether or not it accepts or rejects such Offer or Scheme of Arrangement or accepts the same alternative consideration in respect of any Equity Shares held by it); and
 - (iii) *Time or date of receipt*: any reference in these Conditions to the time or date of receipt by the Issuer of any property or assets shall be construed as a reference to the time at, or date on, which the Issuer receives or, if it does not hold the relevant Exchange Property

at the relevant time, would otherwise have received or would have first been entitled to receive the same had it been the holder of the relevant Exchange Property.

- (B) *Purchase or Redemption of Relevant Securities:* Condition 8(b)(iii)(C) shall be disregarded unless after the occurrence of the Relevant Event the total outstanding Relevant Securities are less than the number required to be comprised in the Exchange Property, in which case to the extent of such shortfall, the Issuer shall be treated as if it were the holder and beneficial owner of such Relevant Securities and the provisions of Condition 8(b)(iii)(C) shall apply accordingly in respect of the number of Relevant Securities representing such shortfall.

(h) *Other Adjustments to the Exchange Property and Contemporaneous Events*

If the Issuer (having consulted with the Calculation Agent) determines that:

- (i) an adjustment should be made to the Exchange Property as a result of one or more events or circumstances not referred to in Condition 8(b)(i), 8(b)(ii) or 8(b)(iii), even if the relevant event is or circumstances are specifically excluded from the operation of Condition 8(b)(i), 8(b)(ii) or 8(b)(iii); or
- (ii) more than one event which gives rise or may give rise to an adjustment to the Exchange Property has occurred or will occur within such a short period of time that a modification to the operation of the adjustment provisions is required in order to give the intended result; or
- (iii) one event which gives rise or may give rise to more than one adjustment to the Exchange Property has occurred or will occur such that a modification to the operation of the adjustment provisions is required in order to give the intended result,

the Issuer shall, at its own expense and acting reasonably, request an Independent Adviser, acting as an expert, to determine as soon as practicable what adjustment (if any) to the Exchange Property is fair and reasonable to take account thereof and the date on which such adjustment should take effect and upon such determination the Issuer shall procure that such adjustment (if any) shall be made and shall take effect in accordance with such determination, provided that an adjustment shall only be made pursuant to this Condition 8(h) if such Independent Adviser is so requested to make such determination in writing not more than 21 days after the occurrence of the relevant event or circumstance and provided that such adjustment shall result in an increase to the Exchange Property.

(i) *Decision of an Independent Adviser or the Calculation Agent*

Adjustments to the Exchange Property pursuant to this Condition 8 or Condition 9 shall be determined and calculated in good faith by the Calculation Agent and/or to the extent so specified in the Conditions, in good faith by an Independent Adviser. Any calculation or determination performed or made or any matter or (in the case of the Independent Adviser) opinion considered, by the Calculation Agent or an Independent Adviser, as the case may be, for the purposes of these Conditions shall in each case be made in good faith and shall be final and binding (in the absence of manifest error) on the Issuer, the Guarantor, the Trustee, the Bondholders and the Paying, Transfer and Exchange Agents. The Calculation Agent may consult, at the expense of the Issuer and the Guarantor, on any matter, obtain the advice or engage the services of any lawyers, accountants, investment banks or other experts whose advice or services the Calculation Agent may, acting properly, deem necessary, and the Calculation Agent shall be able to rely upon, and shall not be liable and shall incur no liability as against the Issuer, the Guarantor, the Trustee or the Bondholders in respect of anything done, or omitted to be done, relating to that matter in good faith in accordance with, any written opinion so

obtained. The Calculation Agent or, as the case may be, an Independent Adviser appointed by the Issuer in accordance with these Conditions is acting exclusively as an agent for the Issuer and the Guarantor and upon the request of the Issuer or the Guarantor, and in accordance with the Conditions, and will not thereby assume any relationship of agency or trust with, and shall not incur any liability as against, the Trustee or the Bondholders. Neither the Trustee, the Paying, Transfer and Exchange Agents, the Registrar nor the Calculation Agent shall be under any duty to monitor whether any event or circumstance has happened or exists or may happen or exist and which requires or may require an adjustment to be made to the Exchange Property and will not be responsible or liable to any person for any loss arising from any failure by it to do so. Neither the Trustee, the Paying, Transfer and Exchange Agents nor the Registrar shall be responsible or liable to any person in relation to the determination or calculation of any such adjustment.

If any doubt shall arise as to whether an adjustment falls to be made to the Exchange Property, or as to the appropriate adjustment to the Exchange Property, or as to when such adjustment shall take effect or be deemed to have taken effect, the Issuer or the Guarantor shall appoint an Independent Adviser to make a determination in good faith in respect thereof and, in the absence of manifest error and following consultation between the Issuer or the Guarantor (as applicable) and the Independent Adviser, the written determination of the Independent Adviser in respect thereof shall be conclusive and binding on the Issuer, the Guarantor, the Bondholders and the Trustee.

9 General Offers and Schemes of Arrangement

(a) *Acceptance*

In the event of an Offer for, or Scheme of Arrangement in respect of, any Equity Shares of a class comprised in the Exchange Property, the Issuer shall have absolute discretion to accept such Offer or reject such Offer, or to vote or not to vote in respect of such Scheme of Arrangement (and as to any alternative consideration), provided that the Issuer will not accept such Offer prior to the Specified Date in respect thereof.

The Issuer shall not accept an Offer or vote in favour of a Scheme of Arrangement unless the value of the consideration offered for or in respect of such Equity Shares pursuant to the Offer or Scheme of Arrangement or, where there is any alternative consideration, unless the value of the consideration accepted by the Issuer, is equal to or greater than the value of such Equity Shares.

For the avoidance of doubt, (i) the Issuer may announce its intention to accept any Offer prior to the Specified Date, and (ii) if there is more than one simultaneous Offer, the Issuer may accept any such Offer (including the Offer which includes the lowest consideration) or none of such Offers.

The value of such Equity Shares and the value of any type of consideration will be determined by an Independent Adviser by reference to market values, where applicable, and such other considerations as the Independent Adviser shall consider appropriate and any such determination (save in the case of manifest error) shall be final and conclusive.

The Issuer will not accept any Offer in respect of such part of the Exchange Property which would (disregarding for this purpose any Cash Election) be deliverable to those Bondholders who have exercised Exchange Rights in respect of Bonds where the relevant Exchange Date falls prior to the commencement of any Suspension Period.

In the case of a Scheme of Arrangement, the Issuer will not exercise any voting rights in respect of such part of the Exchange Property which would (disregarding for this purpose any Cash Election) be

deliverable to those Bondholders who have exercised Exchange Rights in respect of Bonds prior to the suspension of the Exchange Rights as provided below.

Save as otherwise provided in this Condition 9(a), the Issuer shall at all times be entitled at its discretion, in relation to any shares or other securities owned or controlled by it or in respect of which it is entitled to exercise voting rights (whether or not such shares or securities comprise Exchange Property), to vote on, exercise its rights in respect of, or otherwise participate in (or in any such case refrain from doing so), any Scheme of Arrangement, reorganisation, amalgamation, merger, demerger or reconstruction of any company or companies or other entity or entities (whether or not involving liquidation or dissolution) as it thinks fit.

The Issuer shall give notice to the Trustee and the Bondholders in accordance with Condition 19 upon becoming aware of the existence of any Offer or any Scheme of Arrangement.

In accepting or rejecting any Offer or electing for any alternative consideration or in voting on, exercising its rights in respect of, or otherwise participating in, any Scheme of Arrangement, compromise, reorganisation, amalgamation, merger, demerger or reconstruction, the Issuer is not obliged to take account of the interests of the Bondholders and accordingly the Issuer may act in a manner which is contrary to the best interests of the Bondholders.

(b) ***Adjustment to Exchange Property***

If the Issuer accepts such Offer and the Offer becomes unconditional in all respects (or if all the Equity Shares not tendered in relation to the relevant Offer are subject to compulsory acquisition) or if a Scheme of Arrangement becomes effective then, with effect from the Consideration Date, the Equity Shares the subject of such Offer or Scheme of Arrangement or compulsory acquisition shall be deemed no longer to form part of the Exchange Property and shall be deemed to be replaced by the consideration in respect of the Equity Shares subject to the Offer or pursuant to such compulsory acquisition or Scheme of Arrangement or, if there is alternative consideration, such consideration as the Issuer may elect for the purposes of these Conditions, and if the Issuer shall fail to make such election by not later than five Brussels business days prior to the Final Date in respect of the relevant Offer or Scheme of Arrangement, that consideration as shall be determined by an Independent Adviser to have the greatest value as at the Final Date (the “**Consideration**”).

(c) ***Suspension of Exchange Rights***

The Exchange Rights shall be suspended (i) in the case of an Offer, during the period from and including the Specified Date up to and including the date that the relevant Offer is withdrawn or the relevant Offer lapses or the Final Acceptance Date or, if earlier, the Final Date and (ii) in the case of a Scheme of Arrangement, during the period from and including the date falling five Trading Days in respect of the relevant Equity Shares prior to the last date for submitting proxies (or the like) for the purposes of a meeting of the holders of the relevant Equity Shares to approve the relevant Scheme of Arrangement up to and including the date the relevant Scheme of Arrangement is or becomes effective in accordance with applicable law, or is rejected by any relevant judicial or other authority or by the holders of the relevant Equity Shares or, if earlier, the date on which the relevant meeting is cancelled.

If the Issuer accepts the relevant Offer and the Offer is or becomes unconditional in all respects, Exchange Rights will also be suspended during the period from and including the Final Acceptance Date, or if earlier, the Final Date, to and including the Consideration Date.

If the relevant Scheme of Arrangement is or becomes effective in accordance with applicable law, Exchange Rights will also be suspended during the period from and including the Final Date to and including the Consideration Date.

The period during which Exchange Rights are suspended pursuant to this Condition 9(c) is referred to as the “**Suspension Period**”.

Notice of any such Suspension Period (including the commencement and termination thereof) will be given by the Issuer to the Trustee, the Principal Paying, Transfer and Exchange Agent and to the Bondholders in accordance with Condition 19.

If Exchange Rights are exercised such that the relevant Exchange Date would otherwise fall in the Suspension Period, such exercise shall be null and void.

(d) **Premium Compensation Amount**

If the Consideration consists wholly or partly of cash such cash or such other property (other than Eligible Equity Shares) shall be added to and form part of the Exchange Property and if the Exchange Date in respect of any Bond falls after the Consideration Date in respect of such Offer or Scheme of Arrangement, then the relevant Bondholder shall be entitled to receive, in addition to the Exchange Property per Bond pursuant to Condition 7 (or, as appropriate, any Cash Alternative Amount), an amount (the “**Premium Compensation Amount**”) in respect of each EUR 100,000 principal amount of Bonds surrendered for exchange calculated by the Calculation Agent in accordance with the following formula:

$$PCA = K^2 * (\text{Principal} - IP) * (T/C) * (CB/(CB+CS))$$

Where:

PCA	=	Premium Compensation Amount per Bond
K	=	the lesser of (a) IP/MP and (b) MP/IP
Principal	=	EUR 100,000
IP	=	EUR 75,472
CB	=	the Offered Cash Amount
CS	=	the Offered Property Value
MP	=	the Value of the Exchange Property per Bond in respect of a Bond in the principal amount of EUR 100,000 on the Final Acceptance Date
C	=	1,206 days, being the number of days from (but excluding) the Closing Date to (and including) the Final Maturity Date
T	=	the number of days from (but excluding) the Final Acceptance Date to (and including) the Final Maturity Date (which shall be zero if the Final Acceptance Date occurs after such date)

The provisions of this Condition 9 shall apply *mutatis mutandis* to any subsequent Offer or Scheme of Arrangement, with the result that such Bondholder may become entitled to receive more than one Premium Compensation Amount.

Any Premium Compensation Amount payable on exercise of Exchange Rights shall be paid by not later than the relevant Settlement Date by transfer to a euro account with a bank in a city where banks have access to the TARGET System in accordance with instructions contained in the relevant Exchange Notice.

10 Undertakings

- (a) The Issuer and the Guarantor undertake to use all reasonable endeavours to obtain, by not later than 26 October 2019, and maintain the admission to trading of the Bonds on the Open Market (*Freiverkehr*) of the Frankfurt Stock Exchange. If the Issuer and the Guarantor are unable to obtain such admission to trading by such date or to maintain such admission to trading, the Issuer and the Guarantor undertake to use all reasonable endeavours to obtain and maintain a listing or admission to trading for the Bonds on such other stock exchange or trading platform as the Issuer may from time to time determine and as may be approved by the Trustee. The Issuer will forthwith give notice to the Bondholders in accordance with Condition 19 of the listing or delisting of the Bonds by any of such stock exchange or trading platform.
- (b) The Issuer and the Guarantor undertake to obtain and/or maintain all applicable consents and approvals which are required for the performance of its obligations under the Bonds and the Trust Deed.
- (c) If a payment calculated by reference to the Realisation Proceeds is to be made pursuant to these Conditions, the Issuer, failing whom the Guarantor, shall procure that the relevant sale is made as soon as reasonably practicable and in any event in such time to enable the relevant payment to be made by the time specified in these Conditions.
- (d) If the appointment of an Independent Adviser is required by these Conditions or if these Conditions relate to any matter to be determined by an Independent Adviser, the Issuer, failing whom the Guarantor, shall procure that the relevant appointment is made promptly and, in any event, in time to enable the proper operation of the relevant provisions of these Conditions.
- (e) By no later than the Closing Date, the Issuer or the Guarantor shall (i) publish a copy of these Conditions (including a legend regarding the intended target market for the Bonds) on its website and (ii) thereafter (and for so long as any of the Bonds remain outstanding maintain the availability of these Conditions (as the same may be amended in accordance with their terms) on such website.

11 Redemption and Purchase

(a) *Final Redemption*

Unless previously exchanged, redeemed, or purchased and cancelled, the Bonds will (subject as provided in Condition 11(g)) be redeemed at their principal amount on the Final Maturity Date.

The Bonds may only be redeemed at the option of the Issuer prior to the Final Maturity Date in accordance with Condition 11(b).

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

The Bonds may be redeemed at the option of the Issuer in whole, but not in part, at their principal amount:

- (i) at any time on or after 11 September 2021, provided that the Value of the Exchange Property per Bond attributable to each EUR 100,000 principal amount of Bonds on each of not less than 20 Trading Days in any period of 30 consecutive Trading Days ending not earlier than the tenth

Brussels business day prior to the date on which the relevant notice of redemption is given by the Issuer to the Bondholders shall have exceeded EUR 130,000, as verified by the Calculation Agent upon request by the Issuer; or

- (ii) at any time if, prior to the date on which the relevant notice of redemption is given, Exchange Rights shall have been exercised and/or purchases (and corresponding cancellations) and/or redemptions effected in respect of 80 per cent. or more in principal amount of the Bonds originally issued; or
- (iii) in the event of an Offer or Scheme of Arrangement relating to the Predominant Equity Share Capital where the Consideration consists wholly of cash, at any time on or after the date falling 5 Brussels business days after the Consideration Date.

In order to exercise such option the Issuer shall give not less than 30 nor more than 60 days' notice (an "**Optional Redemption Notice**") to the Bondholders in accordance with Condition 19 specifying the date for redemption (the "**Optional Redemption Date**"), which shall be a TARGET Business Day.

Any Optional Redemption Notice shall be irrevocable.

On the Optional Redemption Date, the Issuer shall redeem the Bonds at their principal amount.

Any Optional Redemption Notice shall specify (i) the Optional Redemption Date, which shall be a TARGET Business Day, (ii) the last day on which Exchange Rights may be exercised by a Bondholder and (iii) the Value of the Exchange Property per Bond attributable to each EUR 100,000 principal amount of Bonds as at the most recent practicable date prior to the giving of the relevant Optional Redemption Notice (converted, if necessary, into euro at the Prevailing Rate as at such date).

(c) ***Redemption at the Option of the Bondholders***

In the event that a Major Restructuring Event occurs, then the holder of each Bond will have the right to require the Issuer (subject as provided in Condition 11(g)) to redeem the Bond on the Major Restructuring Event Put Date at its principal amount (the "**Major Restructuring Event Put Redemption Amount**"). To exercise such right, the holder of the relevant Bond must deliver at any time during the Major Restructuring Event Put Exercise Period, the Certificate representing such Bond, together with a duly completed and signed notice of exercise in the form for the time being current obtainable from the specified office of any Paying, Transfer and Exchange Agent (the "**Major Restructuring Event Put Exercise Notice**"), to the specified office of any Paying, Transfer and Exchange Agent. The "**Major Restructuring Event Put Date**" shall be the fifteenth TARGET Business Day after the last day of the Major Restructuring Event Put Exercise Period.

Payment in respect of any such Bonds shall be made by transfer to a euro account maintained with a bank in a city in which banks have access to the TARGET System as specified by the relevant Bondholder in the Major Restructuring Event Put Exercise Notice.

A Major Restructuring Event Put Exercise Notice, once delivered, shall be irrevocable and the Issuer shall redeem all Bonds that are the subject of Major Restructuring Event Put Exercise Notices delivered as aforesaid on the Major Restructuring Event Put Date.

For the purpose of this Condition 11(c):

"**Major Restructuring Event**" means one (or more) of the following events:

- (i) any distribution of dividend by the Guarantor; or

- (ii) any transfer or sale of any kind of asset owned by the Guarantor or any Principal Subsidiary; or
- (iii) any reorganisation or restructuring of the Guarantor or any Principal Subsidiary however described and whether consisting of one single transaction or a series of related transactions; or
- (iv) any combination of the foregoing;

which results in or will result in either more than 50 per cent. of the Net Asset Value of the Guarantor being directly or indirectly distributed to or otherwise made available to or for the benefit of the shareholders as a class or the Net Asset Value of the Guarantor falling below EUR 4 billion; and

“**Net Asset Value**” is obtained by adding gross cash and treasury shares to the fair value of the investment portfolio of the Guarantor and deducting gross debt, based on the following valuation principles for the portfolio:

- (a) investments in listed companies and treasury shares are valued at the closing price, unless there are shares underlying any commitments made by the group, in which case, their value is capped at the conversion/exercise price;
- (b) investments in unlisted companies are valued at their book value, less any impairment losses;
- (c) regarding the portfolio of Sienna Capital, the valuation corresponds to the sum of its investments, marked to market, as determined by fund managers, to which is added Sienna Capital’s net cash or, where applicable, to which is deducted Sienna Capital’s external net debt.

For the purposes of this definition, Net Asset Value shall refer to the last “Net Asset Value” published by the Guarantor and based on audited figures before the occurrence of or the decision of the competent body of the Guarantor or the relevant Principal Subsidiary to proceed with a Major Restructuring Event. If the Guarantor fails to publish the audited figures of the Net Asset Value, the Bondholders shall have the right to request the calculation and audit of the Net Asset Value based on the situation before the occurrence of or the decision regarding the Major Restructuring Event.

Within 10 Brussels business days following the occurrence of a Major Restructuring Event or the decision of the competent body of the Guarantor or the relevant Principal Subsidiary to proceed with a Major Restructuring Event, whichever is earlier, the Issuer (failing whom the Guarantor) shall give notice thereof to the Bondholders in accordance with Condition 19 (a “**Major Restructuring Event Notice**”). The Major Restructuring Event Notice shall contain a statement informing the Bondholders of their entitlement to exercise their right to require redemption of their Bonds pursuant to this Condition 11(c) or to exercise Exchange Rights.

The Major Restructuring Event Notice shall also specify:

- (i) to the fullest extent permitted by law, all information material to the Bondholders concerning the Major Restructuring Event;
- (i) the last day of the Major Restructuring Event Put Exercise Period;
- (ii) the Major Restructuring Event Put Date; and
- (iii) the Major Restructuring Event Put Redemption Amount.

The Trustee shall not be required to monitor or take any steps to ascertain whether a Major Restructuring Event or any event which could lead to a Major Restructuring Event has occurred or

may occur and will not be responsible or liable to the Bondholders or any other person for any loss arising from any failure to do so.

In the event that a holder exercises its right to redeem the Bonds, pursuant to this Condition 11(c), in respect of some but not all of the Bonds represented by a Certificate, the Registrar will deliver a new Certificate to such holder, in respect of its remaining holding, at the specified office of the Registrar or (at the risk and, if mailed at the request of the holder otherwise than by ordinary mail, at the expense of the holder) mail the Certificate by uninsured mail to such address as the holder may request.

(d) Multiple Notices

If more than one notice of redemption is given pursuant to this Condition 11, the first of such notices to be given shall prevail, save that a notice given pursuant to Condition 11(c) shall prevail over a notice given pursuant to Condition 11(b) in circumstances where the Major Restructuring Event Put Date falls prior to the Optional Redemption Date.

(e) Purchase

The Issuer, the Guarantor or any of their respective subsidiaries may at any time purchase Bonds in the open market or otherwise at any price. The Bonds so purchased, while held by or on behalf of the Issuer, the Guarantor or any of their respective subsidiaries, shall not entitle the holder to vote at any meetings of the Bondholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Bondholders or for the purposes of Conditions 14 and 16.

(f) Cancellation

Bonds purchased by the Issuer, the Guarantor or any of their respective subsidiaries may be held, re-issued (in the case of the Issuer) or sold or cancelled. All Bonds redeemed or exchanged will be cancelled and may not be re-issued or resold.

(g) Share Settlement Option

Notwithstanding any provisions of this Condition 11, the Issuer may elect to satisfy its obligation to redeem Bonds pursuant to Condition 11(a) or Condition 11(c) by exercising its option (the “**Share Settlement Option**”) with respect to all, but not some only, of the Bonds to be redeemed on the relevant due date for redemption, provided:

- (i) the Predominant Equity Share Capital is listed or traded on a recognised national or international stock exchange as at the date the Share Settlement Option Notice is given;
- (ii) the Equity Share Free Float in respect of the Predominant Equity Share Capital comprised to the Exchange Property is not less than 15 per cent. on each of the 30 consecutive Trading Days ending not earlier than five Trading Days prior to the date the Share Settlement Option Notice is given;
- (iii) an Offer Period shall not have occurred and be continuing as at the date the Share Settlement Option Notice is given; and
- (iv) an Underlying Credit Event shall not have occurred and be continuing as at the date the Share Settlement Option Notice is given.

For these purposes, an “**Underlying Credit Event**” means, as determined by the Calculation Agent acting in good faith, the occurrence of any of a Bankruptcy, a Failure to Pay or an Obligation Acceleration (each as defined in, and construed in accordance with, the 2014 ISDA Credit Derivatives

Definitions) in respect of the issuer of the class of Predominant Equity Share Capital comprised in the Exchange Property. For the purposes of determining an Underlying Credit Event, references in the 2014 ISDA Credit Derivatives Definitions to (i) “**Reference Entity**” shall be construed as a reference to such issuer and any successor to such issuer, (ii) “**Obligation**” shall be construed as any obligation that is either a Bond or a Loan, (iii) “**Default Requirement**” means U.S.\$10,000,000 or its equivalent as of the occurrence of the relevant Underlying Credit Event, (iv) “**Payment Requirement**” means U.S.\$1,000,000 or its equivalent as of the occurrence of the relevant Underlying Credit Event, and (v) “**Grace Period**” means the period of three calendar days.

“**Offer Period**” means (i) any period commencing on the date of the first public announcement of a Qualifying Offer and ending on the date that Qualifying Offer ceases to be open for acceptance or, if earlier, on which that Qualifying Offer lapses or terminates or is withdrawn or closes or (ii) any period commencing on the date of the first public announcement of a Scheme of Arrangement relating to the acquisition of all or a majority of the issued and outstanding Equity Shares of a class comprised in the Exchange Property and comprising the Predominant Equity Share Capital and ending on the date such Scheme of Arrangement is or becomes effective or is rejected at a meeting of holders of such Equity Shares or, if earlier, the date such Scheme of Arrangement is cancelled or terminated.

A “**Qualifying Offer**” means an Offer in respect of Equity Shares of a class comprised in the Exchange Property and comprising the Predominant Equity Share Capital.

To exercise its Share Settlement Option, the Issuer shall give a notice to such effect (the “**Share Settlement Option Notice**”) to the Trustee and to the Bondholders in accordance with Condition 19. Such Share Settlement Option Notice may be given (i) in the case of a redemption on the Final Maturity Date in accordance with Condition 11(a), on or after the day immediately following the last day of the Exchange Period and not later than the date which is, on such date, expected to be 27 Trading Days prior to the Final Maturity Date or (ii) in the case of a redemption of any Bond following exercise by a Bondholder of its right to require redemption of such Bond pursuant to Condition 11(c), on or after the day immediately following the Major Restructuring Event Notice Date and not later than the date which is, on such date, expected to be 27 Trading Days prior to the Major Restructuring Event Put Date. The Share Settlement Option Notice shall specify the Specified Proportion (as defined below) and the Averaging Period. Where the Issuer shall have exercised the Share Settlement Option, the Issuer shall, in lieu of redeeming the relevant Bonds in cash, effect redemption in respect of each Bond by:

- (i) delivering to or as directed by the relevant Bondholder a proportion (the “**Specified Proportion**”) between 1 per cent. and 100 per cent. of the Exchange Property per Bond in respect of such Bond on the Valuation Date; and
- (ii) making payment of an amount in cash (rounded to the nearest whole multiple of €0.01, with €0.005 rounded up) equal to the amount (if any) by which the principal amount of such Bond exceeds the arithmetic average of 99.5 per cent. of the Value of the Specified Proportion of the Exchange Property per Bond in respect of such Bond on each of the Trading Days in the Averaging Period (such amount being the “**Cash Settlement Amount**”).

The Calculation Agent shall determine the Cash Settlement Amount to be delivered and will notify the Issuer no later than 3p.m. (Brussels Time) on the second Brussels business day following the last day of the Averaging Period.

“**Averaging Period**” means the period of 15 days which, on the date the Share Settlement Option Notice is given, are due to be Trading Days, ending on and including the Valuation Date, provided that,

if, on the date the Share Settlement Option Notice is given, a day falling in the Averaging Period is due to be a Trading Day but such day subsequently is not a Trading Day, the Averaging Period shall not, as a result, be extended, and shall begin on the date which, as of the date the Share Settlement Notice is given, was expected to be the first Trading Day in the Averaging Period and end on the Valuation Date as aforesaid.

“**Valuation Date**” means (i) in the case of a redemption of the Bonds pursuant to Condition 11(a), the date falling 10 Brussels business days prior to the Final Maturity Date or, (ii) in the case of a redemption of Bonds pursuant to Condition 11(c), 10 Brussels business days prior to the Major Restructuring Event Put Date (or, in each case, if such date is not, on the date the Share Settlement Option Notice is given, due to be a Trading Day, the immediately preceding Brussels business day which is due to be a Trading Day).

“**Value**” of any property or assets on any day means (for the purposes of this Condition 11(g) only):

- (1) in the case of a publicly-traded security for which a Volume Weighted Average Price (disregarding for this purpose proviso (b) to the definition thereof) is available on such day, the Volume Weighted Average Price of such publicly-traded security on such day, all as determined by the Calculation Agent;
- (2) in the case of a publicly-traded security for which a Volume Weighted Average Price (disregarding for this purpose proviso (b) to the definition thereof) is not available on such day, the Closing Price of such security on such day, all as determined by the Calculation Agent;
- (3) in the case of cash, the amount of such cash on such day; and
- (4) in the case of any other property or assets and in the case of any publicly-traded security for which a value cannot be determined pursuant to paragraph (1) or (2) above, the fair market value of such property or assets or security on such day, all as determined by an Independent Adviser,

in each case translated by the Calculation Agent (if not in euro) into euro at the Prevailing Rate in effect on such day, provided that:

- (w) for the purpose of determining the Value of any Exchange Property per Bond, such Value shall be equal to the aggregate of the Values of any property and assets (determined as provided in this definition) included in such Exchange Property per Bond, as determined by the Calculation Agent;
- (x) if on any day any such publicly-traded securities are quoted or traded on the Relevant Exchange cum any dividend or other entitlement, or any assets or publicly traded securities the value of which is to be determined pursuant to (4) above have the benefit of, or are entitled to, or carry the right to, any dividend or other entitlement, in any such case which (or any portion of which) (i) results in an adjustment of the Exchange Property pursuant to Condition 8(b) and such adjustment is in effect as at the Valuation Date or (ii) a Bondholder is not entitled to pursuant to these Conditions (including in respect thereof pursuant to any Additional Share Settlement Exchange Property deliverable pursuant to Condition 11(g)(viii) or any cash amounts or other property or assets deliverable pursuant to Condition 11(g)(ix), but excluding an adjustment of the Exchange Property in respect thereof which is in effect as at the Valuation Date) in respect of the relevant delivery of relevant Exchange

Property, then the value of any such assets or publicly-traded securities on such day shall be reduced by an amount equal to the Value (or, in the case of a Cash Dividend or cash amount, the Fair Market Value (converted, if necessary, into euro at the Prevailing Rate on such date)) as at such date of any such dividend or other entitlement (or relevant portion thereof), all as determined by the Calculation Agent;

- (y) if on any day any such publicly-traded securities are quoted or traded on the relevant Exchange ex any dividend or other entitlement, or any assets or publicly traded securities the value of which is to be determined pursuant to (4) above do not have the benefit of, or are not entitled to, or do not carry the right to, any dividend or other entitlement, in any such case which (or any portion of which) a Bondholder is entitled to pursuant to these Conditions (including in respect thereof pursuant to any Additional Share Settlement Exchange Property deliverable pursuant to Condition 11(g)(viii) or any cash amounts or other property or assets deliverable pursuant to Condition 11(g)(ix), but excluding an adjustment of the Exchange Property in respect thereof where such adjustment is in effect as at the Valuation Date) in respect of the relevant delivery of relevant Exchange Property, then the value of any such assets or publicly traded securities on such day shall be increased by an amount equal to the Value (or, in the case of a Cash Dividend or other cash amount, the Fair Market Value (converted, if necessary, into euro at the Prevailing Rate as at such date)) as at such date of any such dividend or other entitlement, all as determined by the Calculation Agent; and
- (z) if any doubt shall arise as to whether any adjustment to the determination of Value is required, or as to the appropriate adjustment(s) required, to give the intended result, the Issuer or the Guarantor may appoint an Independent Adviser to make a determination in good faith in respect thereof and, in the absence of manifest error and following consultation between the Issuer or the Guarantor (as applicable) and the Independent Adviser, the written determination by the Independent Adviser in respect thereof shall be final and binding on the Issuer, the Guarantor, the Bondholders, the Trustee and the Paying, Transfer and Exchange Agents.

If the Issuer does not deliver a relevant Share Settlement Option Notice in the manner and by the time set out in this Condition 11(g) the relevant Bonds shall be redeemed for cash in accordance with the provisions of Condition 11(a) or 11(c) and payment in respect thereof shall be made in accordance with Condition 12.

If the Issuer elects to exercise the Share Settlement Option, the following provisions shall apply:

- (i) In order to obtain delivery of the relevant Exchange Property upon redemption, the relevant Bondholder must deliver a duly completed notice, containing a U.S. Certification, substantially in form set out in the Agency Agreement (the “**Share Settlement Notice**”) a copy of which may be obtained from the specified office of any Paying, Transfer and Exchange Agent, together with the relevant Certificate, to the specified office of any Paying, Transfer and Exchange Agent on or before the Notice Cut-off Date (the “**Notice Cut-off Date**” being the date falling two Brussels business days after the Valuation Date). If such delivery is made on a day which is a business day in the relevant place of delivery but is not a Trading Day or is made after the end of normal business hours at the specified office of the relevant Paying, Transfer and Exchange Agent, such delivery shall be deemed for all purposes of these Conditions to have been made on the next following business day in such place which is a Trading Day.

- (ii) If the Share Settlement Notice and the relevant Bonds are delivered on or before the Notice Cut-off Date, then subject as provided herein, the relevant Exchange Property will be delivered on or prior to the Settlement Date in accordance with the instructions given in the Share Settlement Notice as provided in paragraph (vii) below and the Cash Settlement Amount (if any) will be paid on the due date for redemption of such Bonds; in accordance with instructions given in the relevant Share Settlement Notice.
- (iii) If the Share Settlement Notice and relevant Certificate are not delivered to a Paying, Transfer and Exchange Agent on or before the Notice Cut-off Date or the Share Settlement Notice does not contain a U.S. Certification, then (1) on the due date for redemption of such Bonds the Cash Settlement Amount (if any) and (2) on the due date for redemption of such Bonds the relevant Exchange Property will be delivered to an independent financial institution (the “**Share Settlement Agent**”) selected and appointed by the Issuer at its expense and notified to the Trustee. The Issuer shall procure that all of such Exchange Property shall be sold by or on behalf of the Share Settlement Agent as soon as practicable based on advice from an Independent Adviser, selected and appointed by the Issuer at its expense and (subject to any necessary consents being obtained and to the deduction by or on behalf of the Share Settlement Agent of any amount which it determines to be payable in respect of its liability to taxation and the payment of any capital, stamp, issue, registration and/or transfer taxes and duties (if any) and any fees or costs incurred by the Issuer (including in respect of the appointment of the Independent Adviser and the Share Settlement Agent and/or by or on behalf of the Share Settlement Agent in connection with the sale thereof) that the net proceeds of sale shall be distributed rateably by or on behalf of the Share Settlement Agent to the holders of the relevant Bonds (subject to the provisions of the Trust Deed) in accordance with Condition 12 or in such other manner as shall be notified to Bondholders.

The amount of such net proceeds of sale, the Cash Settlement Amounts (if any) as aforesaid in respect of the Bonds payable to a holder pursuant to this sub-paragraph (iii) shall (without prejudice to sub-paragraph (vii) below) be treated for all purposes as the full amount due from the Issuer in respect of the relevant Bonds.

- (iv) The Share Settlement Agent shall act solely as the agent of the Issuer. The Trustee shall have no liability in respect of the exercise or non-exercise of any power or discretion pursuant to sub-paragraph (iii) above or in respect of the selection and appointment of the Share Settlement Agent or the performance by the Share Settlement Agent of its duties and functions, or in respect of any sale of any Exchange Property or Additional Share Settlement Exchange Property, whether for the timing of any such sale or the price at or manner in which such Exchange Property or Additional Share Settlement Exchange Property is sold, or any inability to sell any Exchange Property or Additional Share Settlement Exchange Property or the rate of exchange at which any amount is converted into euro or for the timing of any distribution or otherwise whatsoever.
- (v) A Share Settlement Notice shall be irrevocable. Failure properly to complete and deliver a Share Settlement Notice and deliver the relevant Certificate may result in such notice being treated as null and void and in such circumstances the Issuer shall be entitled to effect settlement in accordance with sub-paragraph (iii) above. Any determination as to whether any Share Settlement Notice has been properly completed and delivered as provided in these Conditions shall be made by the Principal Paying, Transfer and Exchange Agent in its sole and absolute discretion and shall be conclusive and binding on the relevant Bondholders.

- (vi) No fraction of a Relevant Security or any other property comprised in the Exchange Property which is not divisible shall be delivered pursuant to this Condition 11(g) and the Issuer shall not be under any obligation to make any payment to Bondholders in respect of any such fractions and any such fraction will be rounded down to the nearest whole multiple of a Relevant Security or unit of any such other property.

However, if one or more Share Settlement Notices and relevant Bonds are delivered not later than the Notice Cut-off Date such that the Exchange Property to be issued or transferred and delivered on redemption of Bonds are to be registered in the same name, the Exchange Property to be delivered in respect thereof and the Cash Settlement Amount (if any) shall be calculated on the basis of the aggregate principal amount of such Bonds, as determined by the Calculation Agent.

Where Exchange Property is to be delivered to the Share Settlement Agent pursuant to paragraph (iii) above or (vii) below, the Exchange Property to be delivered and the Cash Settlement Amount (if any) shall be calculated on the basis of the aggregate principal amount of Bonds in respect of which such issue or transfer and delivery is to be made.

- (vii) In respect of Exchange Property to be delivered pursuant to paragraph (ii) above to or as directed by a Bondholder in a Share Settlement Notice, the Issuer shall on or prior to the Settlement Date:
- (1) in respect of LafargeHolcim Shares or other Relevant Securities that are deliverable through SIC, effect delivery of such LafargeHolcim Shares through SIC (or its successor) to the account in the relevant Share Settlement Notice;
 - (2) in respect of other Relevant Securities that are deliverable through a clearing system (other than SIC), effect delivery through that clearing system to the account specified in the relevant Share Settlement Notice;
 - (3) in respect of Relevant Securities not falling within (1) or (2) above, procure that forms of transfer and certificates (if certificates for such Relevant Securities are then generally being issued) together with all other documents of title and evidence of ownership and all other documents necessary to transfer or evidence the transfer of or entitlement to such Relevant Securities will be despatched by mail, and free of charge (but uninsured and at the risk of the person entitled thereto) to such address, subject to applicable securities laws, as the Bondholder may specify in the relevant Share Settlement Notice; and
 - (4) procure that such documents of title and evidence of ownership of any other Exchange Property shall be despatched and the payment of any part of the Exchange Property comprising cash to be delivered on exercise of the Share Settlement Option (converted if necessary into euro at the Prevailing Rate on the relevant Valuation Date) in each case shall be made, in each case, in accordance with directions given by the relevant Bondholder in the Share Settlement Notice.

Notwithstanding the above, if SIC or, as the case may be, the relevant clearing system through which delivery of LafargeHolcim Shares or other Exchange Property is to be made as provided above, has been closed for a continuous period of two or more days (excluding Saturdays and Sundays and save by reason of holidays, statutory or otherwise) in the period between the relevant Valuation Date and the relevant Settlement Date, the Issuer will notify Bondholders in

accordance with Condition 19, and the date for such delivery shall be the later of the period above and the earliest practicable date on which the relevant Exchange Property may be delivered by or through SIC or, as the case may be, the relevant clearing system.

Neither the Issuer nor the Guarantor shall be responsible or liable to any person for any delay in the delivery of any property comprising Exchange Property arising as a result of a failure by the relevant Bondholder to supply all information and details as required by the relevant Share Settlement Notice.

Notwithstanding the above, if, after the relevant Valuation Date, the Exchange Property has changed in whole or in part as a result of an Offer or compulsory acquisition of any Equity Shares or as a result of a Scheme of Arrangement becoming effective, in each case as provided in Condition 9, then the time for such delivery shall be the longer of such period set out above and the day falling 10 Brussels business days after the date on which the consideration is received by the Issuer under the terms of the Offer or, as the case may be, the day falling 10 Brussels business days following the date on which the consideration pursuant to such compulsory acquisition is received by the Issuer.

If, at any time when the transfer or delivery of any Exchange Property (other than cash) to a Bondholder is required, such transfer or delivery would, as certified to the Trustee by two Authorised Officers of the Issuer, be unlawful under the laws of any applicable jurisdiction or contrary to any official declaration, order, directive or regulation in any applicable jurisdiction, the Issuer will make a cash payment to the relevant Bondholder equal to the Exchange Property Compensation Amount. The Issuer will pay any such amount to the relevant Bondholders not later than 10 TARGET Business Days after the relevant Settlement Date.

“Exchange Property Compensation Amount” means, an amount equal to the principal amount of such Bonds in respect of which Exchange Property can not be transferred or delivered pursuant to this Condition 11(g) less any amount already paid or to be paid to the relevant Bondholder in respect of such Bonds pursuant to this Condition 11(g).

(viii) If:

- (A) the Valuation Date in respect of any Bond shall be on or after the date of any public announcement affecting the composition of any part of the Exchange Property (other than LafargeHolcim Shares or other Registered Securities) in circumstances where the relevant entitlement is determined by reference to a record date in respect thereof), but before the date on which such change is effective; or
- (B) the Valuation Date in respect of any Bond shall be on or after the record date or other due date for the establishment of the relevant entitlement in respect of any Rights Issue or any Sub-division, Consolidation or Redenomination or Relevant Event in respect of any Registered Securities comprising Exchange Property but before the date on which adjustment of the Exchange Property becomes effective; or
- (C) the Valuation Date in respect of any Bond shall be on or before the record date or other due date for the establishment of the relevant entitlement in respect of any Rights Issue or any Sub-division, Consolidation or Redenomination or Relevant Event in respect of any Registered Securities comprising Exchange Property in

circumstances where the Registration Date in respect of such Registered Securities is after such record date or other due date for the establishment of the relevant entitlement, in circumstances where the relevant Bondholder would not otherwise receive the relevant entitlement and the Issuer has received or is entitled to receive such entitlement,

then (unless the Issuer is able to confer on or deliver to the relevant Bondholder or, as the case may be, the Share Settlement Agent the benefit of the relevant entitlement) the relevant Bondholder or, as the case may be, the Share Settlement Agent shall be entitled to receive, in respect of the exercise of the Share Settlement Option, such (“**Additional Share Settlement Exchange Property**”) as would have been receivable had the relevant Valuation Date occurred immediately after the date on which such change in the composition of the Exchange Property or adjustment to the Exchange Property became effective or, as the case may be, had the relevant Registration Date in respect of such Registered Securities been immediately before such record date or other due date for establishment of entitlement, all as determined by the Calculation Agent, and the Issuer will deliver, or procure the delivery of, such Additional Share Settlement Exchange Property to the relevant Bondholder or, as the case may be, the Share Settlement Agent in accordance with instructions contained in the relevant Share Settlement Notice or, as the case may be, as directed by the Share Settlement Agent as soon as practicable following the relevant change in composition of the Exchange Property or adjustment to the Exchange Property or the receipt by the Issuer of the relevant Additional Share Settlement Exchange Property (whichever is the later) or, if a Share Settlement Notice and relevant Bonds shall not have been delivered to a Paying, Transfer and Exchange Agent on or before the Notice Cut-off Date, such Additional Share Settlement Exchange Property shall be dealt with as provided in Condition 11(g)(iii).

- (ix) the provisions of Conditions 7(d)(i), (iii) and (iv) shall apply *mutatis mutandis* to this Condition 11(g), provided that references in Conditions 7(d)(i), (iii) and (iv) to:
- (A) “Cash Election” should be disregarded;
 - (B) “exercise of Exchange Rights” will be deemed to be references to “exercise of the Share Settlement Option”;
 - (C) the “Exchange Date” will be deemed to be references to the Valuation Date;
 - (D) the “Exchange Notice” will be deemed to be references to the Share Settlement Notice;
 - (E) references to the delivery of Exchange Property upon exercise of Exchange Rights shall be deemed to be to the delivery of Exchange Property upon redemption pursuant to this Condition 11(g);
 - (F) references to the “Additional Exchange Property” will be deemed to be references to the Additional Share Settlement Exchange Property; and
 - (G) references to “Condition 7(d)(ii)” in Condition 7(d)(iii)(III) will be deemed to be references to paragraph (viii) above.

12 Payments

(a) **Payment**

Payment of principal in respect of the Bonds will be made to the persons shown in the Register at the close of business on the Record Date. Payment of any Cash Settlement Amount and/or any net proceeds of sale of Exchange Property pursuant to Condition 11(g)(iii) in respect of any Bonds will be made to the person shown in the Register at the close of business on the Record Date.

Payment of all other amounts will be made as provided in these Conditions.

(b) **Method of Payment**

Each payment referred to in Condition 12(a) will be made in euro by transfer to a euro account maintained by the payee with a bank in a city in which banks have access to the TARGET System.

(c) **Record Date**

“**Record Date**” means the fifth business day, in the place of the specified office of the Registrar, before the due date for the relevant payment.

All payments in respect of Bonds represented by the Global Bond 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 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.

(d) **Agents**

The names of the initial Paying, Transfer and Exchange Agents and Registrar and their initial specified offices are set out below. The Issuer reserves the right under the Agency Agreement at any time, with the prior written approval of the Trustee, to remove any Paying, Transfer and Exchange Agent and the Registrar, and to appoint other or further Paying, Transfer and Exchange Agents or Registrar, provided that it will at all times (A) maintain Paying, Transfer and Exchange Agents having specified offices in (i) a European city and (ii) any place required by the rules of any relevant stock exchange if and for so long as the Bonds are listed or admitted to trading on any stock exchange or admitted to listing by any other relevant authority for which the rules require the appointment of a Paying, Transfer and Exchange Agent in any particular place and (B) maintain a Registrar with a specified office outside the United Kingdom. Notice of any such removal or appointment and of any change in the specified office of any Paying, Transfer and Exchange Agent or the Registrar will be given as soon as practicable to Bondholders in accordance with Condition 19.

The Issuer also reserves the right under the Calculation Agency Agreement at any time to vary or terminate the appointment of the Calculation Agent, provided that it will maintain a Calculation Agent, which shall be a financial institution of international repute or a financial adviser with appropriate expertise. Notice of any change in the Calculation Agent will be given as soon as practicable to Bondholders in accordance with Condition 19 and to the Trustee.

(e) **Payments subject to fiscal laws**

All payments in respect of the Bonds are subject in all cases to (i) any applicable fiscal or other laws and regulations but, without prejudice to Condition 13 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such

intergovernmental agreement). No commissions or expenses shall be charged to the Bondholders in respect of such payments.

(f) Fractions

When making payments to Bondholders, if the relevant payment is not of an amount which is a whole multiple of the smallest unit of the relevant currency in which such payment is to be made, such payment will be rounded down to the nearest such unit.

(g) Delay in payment

If the due date for any payment in respect of any Bond is not a business day, the holder will not be entitled to the relevant payment until the next day which is a business day and Bondholders will not be entitled to any further interest or other payment for any delay after the due date in receiving any amount due as a result of the due date not being a business day.

In this Condition 12(g) “**business day**” means a day (other than a Saturday or Sunday) which is a TARGET Business Day.

13 Taxation

All payments made by or on behalf of the Issuer or the Guarantor in respect of the Bonds will be made subject to and after deduction or withholding for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of The Grand Duchy of Luxembourg or, as the case may be, the Kingdom of Belgium or any political subdivision or any authority thereof or therein having power to tax required to be made by law. Neither the Issuer nor the Guarantor will be required to pay any additional or further amounts in respect of any such deduction or withholding.

14 Events of Default

If any of the following events (each an “**Event of Default**”) occurs and is continuing, then the Trustee at its discretion may and, if so requested in writing by holders of at least one quarter in principal amount of the outstanding Bonds and/or if so directed by an Extraordinary Resolution, shall (subject, in each case, to the Trustee having been secured and/or indemnified and/or pre-funded to its satisfaction) give written notice to the Issuer declaring the Bonds to be immediately due and payable, whereupon they shall become immediately due and payable at the Relevant Amount:

- (i) the Issuer or the Guarantor fails to pay any principal of or any other amount due in respect of the Bonds when due and such failure continues for a period of seven days in the case of principal and 14 days in the case of interest or any other amount; or
- (ii) the Issuer or the Guarantor fails to comply with its obligations under the Bonds in relation to the exercise of Exchange Rights and such default continues for a period of 14 days; or
- (iii) if the Issuer or the Guarantor fails to perform or observe any of its other obligations under these Conditions or the Trust Deed and (except in the case where the failure is, in the opinion of the Trustee, incapable of remedy, when no continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 20 Brussels business days following notification to the Issuer and/or the Guarantor by the Trustee; or
- (iv) (i) any other present or future indebtedness for or in respect of moneys borrowed or raised of the Issuer or the Guarantor or any Principal Subsidiary of the Guarantor becomes due and payable prior to its stated maturity, by reason of an event of default (howsoever described), or (ii) any such indebtedness is

not paid when due or, as the case may be, within any applicable grace period, or within five Brussels business days of becoming due if a longer grace period is not applicable or (iii) the Issuer or the Guarantor or any Principal Subsidiary of the Guarantor fails to pay when due or, as the case may be, within any applicable grace period or within five Brussels business days if a longer grace period is not applicable, any amount payable by it under any present or future guarantee for, or indemnity in respect of, any moneys borrowed or raised, provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this paragraph (c) have occurred equals or exceeds EUR 100,000,000 (or its equivalent in any other currency or currencies), whether individually or in aggregate; or

- (v) (i) the Issuer or the Guarantor or any Principal Subsidiary of the Guarantor becomes insolvent or bankrupt or is unable to pay its debts as they fall due provided that, without prejudice to the foregoing, in the case of a filing for involuntary bankruptcy, liquidation or reorganisation by a creditor against the Issuer or the Guarantor or any Principal Subsidiary, such filing will only result in an Event of Default if such filing is not dismissed within 60 days, or (ii) an insolvency administrator (including a *curateur/curator* and a *mandataire de justice/gerechtsmandataris* or *médiateur d'entreprise/ondernemingsbemiddelaar* under the Belgian law of 31 January 2009 on the continuity of enterprises), or a liquidator of the Issuer or the Guarantor or any Principal Subsidiary of the Guarantor is appointed (or application for any such appointment is made), other than in the context of a solvent liquidation or reorganisation of any Principal Subsidiary, or (iii) the Issuer or the Guarantor or any Principal Subsidiary of the Guarantor takes any action for a readjustment or deferral of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its indebtedness given by it; or
- (vi) an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer or the Guarantor or any Principal Subsidiary of the Guarantor, other than a solvent liquidation or reorganisation of any Principal Subsidiary of the Guarantor; or
- (vii) a distress, attachment, execution or other process is levied or enforced upon or against all or any material part of the property of the Issuer or the Guarantor or any Principal Subsidiary of the Guarantor unless it is removed, discharged or paid out within 60 days or in the event that possession is taken of the whole or any substantial part of the assets of the Issuer or the Guarantor or any Principal Subsidiary of the Guarantor; or
- (viii) any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or the Guarantor or any Principal Subsidiary of the Guarantor in respect of all or any material part of the property or assets of the Issuer or the Guarantor or any Principal Subsidiary of the Guarantor becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager or other similar person), unless the amount secured by any such security interest which is the subject of the enforcement does not exceed in aggregate EUR 100,000,000 (or its equivalent in any other currency or currencies), provided that such steps taken to enforce any such security interests shall not be discharged or withdrawn within 60 calendar days; or
- (ix) any event occurs which under the laws of the jurisdiction of incorporation of the Issuer or the Guarantor has an analogous effect to any of the events referred to in Conditions 14(iv) to 14(viii); or
- (x) the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect, or
- (xi) it is or will become unlawful for the Issuer or the Guarantor to perform or comply with any of its obligations under or in respect of the Bonds,

provided that in the case of Condition 14(iii) and Condition 14(x) and, in relation to a Principal Subsidiary only, Conditions 14(v), 14(vi), 14(vii), 14(viii) and 14(ix) the Trustee shall have certified that in its opinion such event is materially prejudicial to the interests of the Bondholders.

“**Relevant Amount**” means, in respect of each EUR 100,000 principal amount of Bonds, an amount in cash equal to such principal amount, save that if the relevant Event of Default occurs as a result of or in connection with a failure by the Issuer or the Guarantor to comply with any of its obligations in relation to the exercise of Exchange Rights, it means an amount in cash equal to the higher of:

- (i) the Value of the Exchange Property per Bond and any other amounts which would have been payable and/or deliverable on exchange in respect of such Bond had the date of such declaration of the relevant Event of Default been the Exchange Date; and
- (ii) such principal amount.

References in these Conditions and the Trust Deed to the principal amount of the Bonds shall, other than in Condition 5 and unless the context otherwise requires, include the Relevant Amount.

15 Prescription

Claims in respect of the principal amount and all other amounts payable in respect of the Bonds will become void unless made within 10 years from the Relevant Date in respect thereof.

Claims in respect of any other obligation in respect of the Bonds, including delivery of Exchange Property, shall be prescribed and become void unless made within 10 years following the due date for performance of the relevant obligation.

16 Meetings of Bondholders, Modification and Waiver, Substitution and Entitlement of Trustee

(a) *Meetings of Bondholders*

The Trust Deed contains provisions for convening meetings of the Bondholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any provisions of these Conditions or any relevant provisions of the Trust Deed. Such a meeting may be convened by the Issuer, the Guarantor or the Trustee and shall be convened by the Issuer if requested in writing by Bondholders holding not less than 10 per cent. in principal amount of the Bonds 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 principal amount of the Bonds for the time being outstanding, or at any adjourned meeting two or more persons being or representing Bondholders whatever the principal amount of the Bonds held or represented, unless the business of such meeting includes consideration of proposals, inter alia, (i) to change the Final Maturity Date, (ii) to modify the circumstances in which the Issuer is entitled to redeem the Bonds pursuant to Condition 11(b), (iii) to reduce or cancel the principal amount of the Bonds or to reduce the amount payable on redemption or repayment of, the Bonds, (iv) to modify or cancel the Exchange Rights (other than an increase in the Exchange Property deliverable on exercise of Exchange Rights), (v) to vary the currency of the denomination or any payment in respect of the Bonds, (vi) to modify the provisions concerning the quorum required at any meeting of Bondholders or the majority required to pass an Extraordinary Resolution, or (vii) to change the governing law of the Bonds, 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 principal amount of the Bonds for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Bondholders (whether or not they were present at the meeting at which such resolution was passed).

The Trust Deed provides (i) that a resolution in writing signed by or on behalf of holders of not less than 75 per cent. of the aggregate principal amount of the Bonds outstanding (which, may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Bondholders) or (ii) a consent given by way of electronic consent through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than 75 per cent. of the aggregate principal amount of the Bonds outstanding, shall, in any such case, be effective as an Extraordinary Resolution passed at a meeting of Bondholders duly convened and held.

(b) ***Modification and Waiver***

The Trustee may agree, without the consent of the Bondholders, to (i) any modification of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds or these Conditions which in the Trustee's opinion is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law, and (ii) any other modification (except as mentioned in the Trust Deed) to the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds or these Conditions, and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed, any trust deed supplemental to the Trust Deed, the Agency Agreement, any agreement supplemental to the Agency Agreement, the Bonds or these Conditions which is, in the opinion of the Trustee, not materially prejudicial to the interests of the Bondholders. The Trustee may, without the consent of the Bondholders, determine any Event of Default or a Potential Event of Default (as defined in the Trust Deed) should not be treated as such, provided that in the opinion of the Trustee, the interests of Bondholders will not be materially prejudiced thereby. Any such modification, authorisation, waiver or determination shall be binding on the Bondholders, and, if the Trustee so requires, shall be notified to the Bondholders promptly in accordance with Condition 19.

(c) ***Substitution***

The Trustee may, without the consent of the Bondholders, agree to the substitution in place of the Issuer (or any previous substitute or substitutes under this Condition) as the principal debtor under the Bonds and the Trust Deed of any subsidiary of the Guarantor subject to (a) the Bonds being or remaining unconditionally and irrevocably guaranteed by the Guarantor, and (b) the Bonds continuing to be exchangeable for the Exchange Property as provided in these Conditions *mutatis mutandis* as provided in these Conditions, provided that in any such case, (x) the Trustee is satisfied that the interests of the Bondholders will not be materially prejudiced by the substitution, and (y) certain other conditions set out in the Trust Deed are complied with. In the case of such a substitution the Trustee may agree, without the consent of the Bondholders, to a change of the law governing the Bonds and/or the Trust Deed provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Bondholders. Any such substitution shall be binding on the Bondholders and shall be notified promptly to the Bondholders in accordance with Condition 19.

(d) ***Entitlement of the Trustee***

In connection with the exercise or performance by it of any right, power, trust, authority, duty or discretion under or in relation to the Trust Deed or these Conditions (including, without limitation, any modification, waiver, authorisation or determination referred to in Conditions 16(b) and (c)), the Trustee shall have regard to the interests of the Bondholders as a class and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers or discretions for individual Bondholders resulting from their being for any purpose domiciled or resident in, or otherwise

connected with, or subject to the jurisdiction of, any particular territory, and the Trustee shall not be entitled to require, nor shall any Bondholder be entitled to claim, from the Issuer, the Guarantor or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders.

17 Enforcement

The Trustee may at any time, at its discretion and without notice, take such actions, steps or proceedings or other action against the Issuer and/or the Guarantor as it may think fit to enforce the provisions of the Trust Deed and the Bonds, but it shall not be bound to take any such actions, steps or proceedings or any other action in relation to the Trust Deed or the Bonds unless (i) it shall have been so directed by an Extraordinary Resolution of the Bondholders or so requested in writing by the holders of at least one-quarter in principal amount of the Bonds then outstanding, and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction. No Bondholder shall be entitled to proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

18 The Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including relieving it from taking actions, steps or proceedings unless indemnified and/or secured and/or prefunded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer, the Guarantor and any entity related to the Issuer or the Guarantor without accounting for any profit. The Trustee may rely without liability to Bondholders on a report, confirmation or certificate or any advice of any accountants, financial advisers or investment bank, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, confirmation or certificate or advice where the Issuer procures delivery of the same pursuant to its obligation to do so under any provision of these Conditions or the Trust Deed.

19 Notices

All notices required to be given to Bondholders pursuant to the Conditions will (unless otherwise provided in these Conditions) be given by publication through the electronic communication system of Bloomberg. The Issuer shall also ensure that all notices are duly published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Bonds are for the time being listed and/or admitted to trading. Any such notice shall be deemed to have been given on the date of such publication or if required to be published in more than one manner or at different times, then such notice shall be deemed to have been given on the date of the publication in each required manner and time. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to be given on such date, as the Trustee may approve.

The Issuer shall send a copy of all notices given by it to Bondholders (or a Bondholder) or the Trustee pursuant to these Conditions simultaneously to the Calculation Agent.

For so long as the Bonds are represented by a Global Bond registered in the name of, and held by a nominee on behalf of, a common depository for Euroclear or Clearstream, Luxembourg notices to Bondholders shall in addition be given by the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg as the case may be, and such notices shall be deemed to have been given to Bondholders on the day of delivery to Euroclear and/or Clearstream, Luxembourg

20 Replacement of Certificates

If any Certificate is mutilated, defaced, destroyed, stolen or lost, it may be replaced at the specified office of the Paying, Transfer and Exchange Agent in Luxembourg upon payment by the claimant of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer and the Guarantor may reasonably require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

21 Contracts (Rights of Third Parties) Act 1999

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

22 Governing Law and Jurisdiction

(a) *Governing law*

The Trust Deed, the Agency Agreement and the Bonds 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.

The provisions of articles 470-1 to 470-19 of the Luxembourg law of 10 August 1915 on commercial companies, as amended are excluded.

(b) *Jurisdiction*

The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed or the Bonds and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed or the Bonds (“**Proceedings**”) may be brought in such courts. Each of the Issuer and the Guarantor has in the Trust Deed irrevocably submitted to the jurisdiction of such courts and has waived any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of the Trustee and each of the Bondholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

(c) *Agent for Service of Process*

Each of the Issuer and the Guarantor irrevocably appoints GBL Advisors Ltd as its authorised agent in England to receive service of process in any Proceedings in England. If for any reason such agent shall cease to be such agent for service of process, the Issuer and the Guarantor shall forthwith appoint a new agent for service of process in England and notify the Bondholders of such appointment. Nothing herein or in the Trust Deed shall affect the right to serve process in any other manner permitted by law.