



**Compagnie Générale des Établissements Michelin**  
(incorporated as a *société en commandite par actions* in France)

**€500,000,000 0.000 per cent. Bonds  
due November 2, 2028  
Issue price: 99.888 per cent.**

**€500,000,000 0.250 per cent. Bonds  
due November 2, 2032  
Issue price: 99.541 per cent.**

**€500,000,000 0.625 per cent. Bonds  
due November 2, 2040  
Issue price: 99.458 per cent.**

The €500,000,000 0.000 per cent. Bonds due November 2, 2028 (the “**2028 Bonds**”), the €500,000,000 0.250 per cent. Bonds due November 2, 2032 (the “**2032 Bonds**”) and the €500,000,000 0.625 per cent. Bonds due November 2, 2040 (the “**2040 Bonds**” and, together with the 2028 Bonds and the 2032 Bonds, the “**Bonds**” and each a “**Series**”, and references to “**relevant Series of Bonds**” shall be construed accordingly) are to be issued by Compagnie Générale des Établissements Michelin (the “**Issuer**”) on November 2, 2020 (the “**Issue Date**”).

The Bonds bear interest on their outstanding principal amount from and including the Issue Date (i) at a rate of 0.000 per cent. per annum in respect of the 2028 Bonds, (ii) at a rate of 0.250 per cent. per annum in respect of the 2032 Bonds and (iii) at a rate of 0.625 per cent. per annum in respect of the 2040 Bonds, in accordance with the provisions set out in “*Interest*” in the Terms and Conditions of the relevant Series of Bonds. Unless previously redeemed or purchased and cancelled, the Bonds of each Series will be redeemed at their principal amount on the relevant Maturity Date (as defined in the Terms and Conditions of the relevant Series of Bonds). The Issuer may, at its option, and in certain circumstances shall, redeem the Bonds of each Series, in whole but not in part, at any time, at their principal amount together with interest accrued to the date fixed for redemption in the event of certain tax changes as described under “*Redemption and Purchase – Redemption for Taxation Reasons*” in the Terms and Conditions of the relevant Series of Bonds. The Issuer may, at its option, (i) at any time from and including the date falling three (3) months before the relevant Maturity Date (as defined in the Terms and Conditions of the relevant Series of Bonds) to but excluding such Maturity Date, redeem the Bonds of each Series outstanding on any such date, in whole but not in part, at their principal amount together with interest accrued, as described under “*Redemption and Purchase – Residual maturity call at the option of the Issuer*” in the Terms and Conditions of the relevant Series of Bonds, (ii) redeem the Bonds of each Series outstanding, in whole but not in part, on the Make-whole Redemption Date (as defined in the Terms and Conditions of the relevant Series of Bonds) at the amount calculated as described under “*Redemption and Purchase – Make-whole Redemption at the option of the Issuer*” in the Terms and Conditions of the relevant Series of Bonds and (iii) redeem the Bonds of each Series, in whole but not in part, at their principal amount plus accrued interest, at any time prior to the relevant Maturity Date (as defined in the Terms and Conditions of the relevant Series of Bonds), if 80 per cent. of the Bonds of each Series have been redeemed or purchased and cancelled, in accordance with the provisions set out in “*Redemption and Purchase – Clean-Up Call Option*” in the Terms and Conditions of the relevant Series of Bonds. In addition, the holder of a Bond of each Series will have the option, following a Change of Control (as defined in the Terms and Conditions of the relevant Series of Bonds), to require the Issuer to redeem, or at the Issuer’s option, purchase such Bond held by such Bondholder at its principal amount together with any accrued interest thereon on the Put Change of Control Settlement Date (as defined in the Terms and Conditions of the relevant Series of Bonds) as more fully described under “*Redemption and Purchase – Change of control redemption at the option of Bondholder*” in the Terms and Conditions of the relevant Series of Bonds.

This prospectus (including the documents incorporated by reference) (the “**Prospectus**”) constitutes a prospectus for the purposes of Article 6 of Regulation (EU) 2017/1129 of 14 June 2017 (the “**Prospectus Regulation**”), in respect of, and for the purposes of giving information with regard to, the Issuer and its subsidiaries and holdings (the “**Group**”) and the Bonds which, according to the particular nature of the Issuer and the Bonds, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and the Group. The Prospectus has been approved by the *Autorité des marchés financiers* (the “**AMF**”), as competent authority under the Prospectus Regulation. The AMF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer and of the quality of the Bonds that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Bonds.

Application has been made to admit the Bonds to trading on the regulated market of Euronext Paris (“**Euronext Paris**”). The Bonds shall be admitted to trading on Euronext Paris with effect from the Issue Date. Euronext Paris is a regulated market for the purposes of Directive 2014/65/UE of the European Parliament and of the Council on markets in financial instruments, as amended, appearing on the list of regulated markets (each a “**Regulated Market**”) issued by the European Securities and Markets Authority (the “**ESMA**”).

The Bonds of each Series will, on the Issue Date, be inscribed (*inscription en compte*) in the books of Euroclear France, which shall credit the accounts of the Account Holders (as defined in “*Form, Denomination and Title*” of the Terms and Conditions of the relevant Series of Bonds) including Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depositary bank for Clearstream Banking S.A. (“**Clearstream**”).

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

The Issuer is rated A- with a negative outlook by S&P Global Ratings (“**S&P**”) and A- with stable outlook from Fitch Ratings (“**Fitch**”). The Bonds have been assigned a rating of A- by S&P and A- by Fitch. S&P and Fitch are established in the European Union, registered under Regulation (EC) No. 1060/2009, as amended (the “**CRA Regulation**”) and included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the CRA Regulation. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

**Prospective investors should have regard to the factors described under the section “Risk Factors” in this Prospectus. This Prospectus will be published on the website of the Issuer ([www.michelin.com](http://www.michelin.com)) and on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)). The documents incorporated by reference in this Prospectus will be published on the website of the Issuer ([www.michelin.com](http://www.michelin.com)).**

*In respect of the 2028 Bonds*

**Global Coordinators and Active Joint  
Bookrunners**  
**BNPPARIBAS and HSBC**  
**Active Joint Bookrunners**

*In respect of the 2032 Bonds*

**Global Coordinators and Active Joint  
Bookrunners**  
**BNPPARIBAS and HSBC**  
**Active Joint Bookrunners**

*In respect of the 2040 Bonds*

**Global Coordinators and Active Joint  
Bookrunners**  
**BNPPARIBAS and HSBC**  
**Active Joint Bookrunners**

**SANTANDER  
CORPORATE &  
INVESTMENT  
BANKING**

**CITIGROUP**

**SANTANDER  
CORPORATE &  
INVESTMENT  
BANKING**

**CITIGROUP**

**SANTANDER  
CORPORATE &  
INVESTMENT  
BANKING**

**CITIGROUP**

**DEUTSCHE  
BANK**

**SMBC NIKKO**

**DEUTSCHE  
BANK**

**SMBC NIKKO**

**DEUTSCHE  
BANK**

**SMBC NIKKO**

**UNICREDIT BANK**

**UNICREDIT BANK**

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*This Prospectus does not constitute an offer of, or an invitation by or on behalf of, the Issuer or the Joint Bookrunners (as defined in “Subscription and Sale” below) to subscribe or purchase any of the Bonds. The distribution of this Prospectus and the offering of the Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Joint Bookrunners to inform themselves about and to observe any such restrictions.*

*For a description of further restrictions on offers and sales of Bonds and the distribution of this Prospectus, see section “Subscription and Sale” below.*

**IMPORTANT – PRIIPs REGULATION/ PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS**  
*– The Bonds are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the “EEA”) or in the United Kingdom (the “UK”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”); or (ii) a customer within the meaning of Directive 2016/97(EU), as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II or (iii) not a qualified investor as defined in the Prospectus Regulation. 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 or in the UK has been prepared and therefore offering or selling the Bonds or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.*

**MiFID II product governance / Professional investors and ECPs only target market**  
*– Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Bonds, taking into account the five (5) categories referred to in item 18 of the Guidelines published by the European Securities and Markets Authority on February 5, 2018, has led to the conclusion that: (i) the target market for the Bonds is eligible counterparties and professional clients only, each as defined in 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.*

*No person is or has been authorised to give any information or to make any representations other than those contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorised by, or on behalf of, the Issuer or the Joint Bookrunners.*

*Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Group, since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer or the Group since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Bonds is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.*

*The Joint Bookrunners have not separately verified the information contained herein. To the fullest extent permitted by law, the Joint Bookrunners accept no responsibility whatsoever for the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuer or the Group or in connection with the Bonds or their distribution or for any other statement, made or purported to be made by the Joint Bookrunners or on their behalf in connection with the Issuer or the Group or the offering and issue of the Bonds. The Joint Bookrunners accordingly disclaim all and any liability whether arising in tort or contract or otherwise (save as referred to above) which they might otherwise have in respect of this Prospectus or any such information or statement.*

*Neither this Prospectus nor any other information supplied in connection with the Bonds or their distribution is intended to provide the basis of any credit or other evaluation or should be considered as a recommendation by the Issuer or the Joint Bookrunners that any recipient of this Prospectus or any other information supplied in connection with the Bonds or their distribution should purchase any of the Bonds. None of the Joint Bookrunners acts as a fiduciary to any investor or potential investor in the Bonds. Each investor contemplating subscribing or*

*purchasing Bonds should make its own independent investigation of the financial condition and affairs, its own appraisal of the creditworthiness, of the Issuer or the Group and of the terms of the offering, including the merits and risks involved. For further details, see section “Risk Factors” below. The contents of this Prospectus are not to be construed as legal, business or tax advice. Each prospective investor should subscribe for or consult its own advisers as to legal, tax, financial, credit and related aspects of an investment in the Bonds. In particular, each potential investor should:*

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

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

*(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds including where the currency for principal or interest payments is different from the potential investor’s currency or where the currency for principal or interest payments is different from the currency in which such potential investor’s financial activities are principally denominated;*

*(iv) understand thoroughly the terms of the Bonds; and*

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

*No investor should purchase Bonds unless the investor understands and is able to bear the risk that certain Bonds may not be readily sellable, that the value of Bonds may fluctuate over time and that such fluctuations may be significant.*

*The contents of this Prospectus are not to be construed as legal, business or tax advice. Each prospective investor should subscribe for or consult its own advisers as to legal, tax, financial, credit and related aspects of an investment in the Bonds. Neither the Issuer nor the Joint bookrunners have or assume responsibility for the lawfulness of the subscription or acquisition of the Bonds by a prospective investor in the Bonds, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates, or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.*

*None of the Joint Bookrunners undertakes to review the financial condition or affairs of the Issuer or the Group after the date of this Prospectus nor to advise any investor or potential investor in the Bonds of any information coming to the attention of any of the Joint Bookrunners.*

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

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

*Some potential investors are subject to restrictive investment regulations. These potential investors should consult their legal counsel in order to determine whether and to what extent (i) investment in the Bonds is authorised by law, (ii) such investment is compatible with their other borrowings and (iii) other selling restrictions are applicable to them. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of the Bonds under any applicable risk-based capital or similar rules.*

*Potential purchasers and sellers of the Bonds should be aware that they may be required to pay taxes or documentary charges or duties in accordance with the laws and practices of the jurisdiction where the Bonds are transferred or other jurisdictions. Potential investors are advised to ask for their own tax adviser’s advice on their individual taxation with respect to the acquisition, holding, disposal and redemption of the Bonds. Only these advisers are in a position to duly consider the specific situation of the potential investor.*



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## RISK FACTORS

*The Issuer considers that the risk factors described below are important to make an investment decision in the Bonds and/or may alter its ability to fulfil its obligations under the Bonds towards investors. All of these factors are contingencies which may or may not occur. In addition, investors should be aware that the risks described may be combined and thus interrelated with one another. The risk factors may relate to the Issuer, the Group, or to any of their respective subsidiaries.*

*The following describes the main risk factors that the Issuer considers, as of the date hereof, material with respect to the Bonds. The risks described below are not the only risks the Issuer and its subsidiaries face and they do not describe all of the risks of an investment in the Bonds. The inability of the Issuer to pay interest, principal or other amounts on or in connection with any Bonds may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Bonds are exhaustive. Additional risks and uncertainties not currently known to the Issuer or that it currently believes to be immaterial could also have a material impact on their business operations or on an investment in the Bonds.*

*Prior to making an investment decision in the Bonds, prospective investors should consider carefully all the information contained or incorporated by reference in this Prospectus, including the risk factors detailed below. In particular, prospective investors, subscribers and holders of Bonds must make their own analysis and assessment of all the risks associated to the Bonds and the risks related to the Issuer, its activities and financial position. They should also consult their own financial or legal advisors as to the risks entailed by an investment in the Bonds and the suitability of such an investment in light of their particular circumstances.*

*The Bonds should only be purchased by investors who are financial institutions or other professional investors or qualified investors who are able to assess the specific risks implied by an investment in the Bonds, or who act on the advice of financial institutions.*

*The risk factors that the Issuer considers to be the most important at the date of this Prospectus are mentioned first within each of the risk categories in this Prospectus. Terms used but not defined in this section shall have the same meaning as that set out in the “Terms and Conditions” of the relevant Series of Bonds or elsewhere in this Prospectus.*

### **1. Risks relating to the Issuer**

The following is an overview of the risk factors relating to the Issuer which are set out in Section 2.1 (on pages 42 to 48) of the 2019 Universal Registration Document and on page 82 of the 2020 First-Half Financial Report (as defined in the section “Documents Incorporated by Reference” of this Prospectus) which is incorporated by reference into this Prospectus.

The information contained in the Section 2.1 (on pages 42 to 48) of the 2019 Universal Registration Document and on page 82 of the 2020 First-Half Financial Report is supplemented with the following:

#### **“Impact of the health crisis on risk factors specific to the Group**

To a certain extent, the current health crisis and the way it has unfolded has exacerbated a number of risks or classes of risks specific to the Group, such as business interruption or continuity of supply. On the other hand, the crisis, which is not specific to the Group, is not such that it alters the scope and classification of the specific risks identified and described in section 2 “Risk Management” of the 2019 Universal Registration Document and grouped by category in this Prospectus.

Since the beginning of the pandemic, the supply chain encountered disruptions during the first half, but they did not prevent the delivery of critical components, semi-finished products and finished products even as the situation evolved very quickly and required the entire chain to respond accordingly.

The main risk that has arisen so far concerns the sudden collapse in global demand and its impact on the economy, which by nature is not specific to the Group.

As of the date of this Prospectus, the business continuity procedures prepared by the Group have kept its manufacturing, sales and administrative operations up and running around the world. In addition, the Group has not identified any supply continuity risks.

**Main risk factors specific to the Group, grouped by category**

The risks described in Chapter 2 “Risk Management” of the 2019 Universal Registration Document have been grouped by category as specified in the table below. The 10 risks presented are the risks specific to the Group and identified as the most material after taking into account management measures. They have been broken down by nature, with the most significant risks being placed first in each category:

<b>Risk Categories :</b>	<b>Risk Factor :</b>
<b>Risks relating to the Group's operations and activities</b>	Cyber-attack
	Business non continuity
	Supply rupture
	Property security risk
	Loss of knowledge and know-how
	Safety risks associated with tire products
<b>Strategy, Organization and Governance Risks</b>	Mergers, acquisitions and alliances
	Major projects
	Image and brands
<b>Financial risks</b>	Risks related to pension and other defined benefit plans

**2. Risks relating to the Bonds**

**2.1 Risks relating to the structure of the Bonds**

**2.1.1 The Bonds may be redeemed by the Issuer prior to maturity**

In the event that the Issuer would be obliged to pay additional amounts payable in respect of any Bonds due to any withholding as provided in Condition 6.2 (*Redemption for Taxation Reasons*) of the Terms and Conditions of the relevant Series of Bonds, the Issuer may, and in certain circumstances shall redeem all, but not some only, of the outstanding Bonds in accordance with such Terms and Conditions.

In addition, Condition 6.3 (*Make-whole redemption at the option of the Issuer*) of the Terms and Conditions of the relevant Series of Bonds provides that the Bonds are redeemable at the Issuer’s option at their make-whole redemption amount.

Furthermore, if eighty (80) per cent. or more in initial aggregate nominal amount of the Bonds have been redeemed or purchased and cancelled, the Issuer will have the option to redeem all of the outstanding Bonds at their principal amount plus accrued interest as provided in Condition 6.4 (*Clean-Up Call Option*) of the Terms and Conditions of the relevant Series of Bonds. In particular, there is no obligation for the Issuer to inform investors if and when this percentage has been reached or is about to be reached, and the Issuer’s right to redeem will exist notwithstanding

that immediately prior to the serving of a notice in respect of the exercise of this option, the Bonds may have been trading significantly above par, thus potentially resulting in a loss of capital invested.

In addition, the Issuer may choose to redeem all but not some only of the outstanding Bonds of each Series from and including the date falling three (3) months before the relevant Maturity Date of the relevant Bonds to but excluding such Maturity Date, on any such date under a residual maturity call option as provided in Condition 6.5 (*Residual maturity call at the option of the Issuer*) of the Terms and Conditions of the relevant Series of Bonds.

Depending on the number of Bonds of each Series in respect of which the put option provided in Condition 6.6 (*Change of control redemption at the option of Bondholders*) of the Terms and Conditions of the relevant Series of Bonds is exercised, any trading market in respect of those Bonds in respect of which such put option is not exercised may become illiquid. Investors in the Bonds not having exercised their put option may not be able to sell their Bonds on the market and may have to wait until the relevant Maturity Date to obtain redemption of their investments in the Bonds, which may have a negative impact on the Bondholders and reduce the profits anticipated by the investors at the time of the issue. In addition, investors may not be able to reinvest the moneys they receive upon such early redemption in securities with the same yield as the redeemed Bonds.

The Issuer may choose to redeem the Bonds in accordance with the Terms and Conditions of the relevant Series of Bonds, at times when prevailing interest rates may be relatively low. In circumstances where the Issuer may exercise its redemption option, if the market interest rates decrease, the risk to Bondholders that the Issuer will exercise its right of early redemption increases. As a consequence, the yields received upon such early redemption may be lower than expected, and the amount at which the Bonds are redeemed may be lower than the purchase price paid for such Bonds by the Bondholder where the purchase price was above par and/or lower than the then prevailing market price of the Bonds. As a consequence, such early redemption may have a significant negative impact on the Bondholders as part of the capital invested by the Bondholder may be lost, so that the Bondholder in such case would not receive the total amount of the capital invested. However, the amount at which the Bonds are redeemed may not be below par.

Investors in the Bonds not having exercised their redemption right may not be able to sell their Bonds on the market and may have to wait until the relevant Maturity Date to obtain redemption of their investments in the Bonds, which may have a considerable negative impact on the Bondholders and reduce the profits anticipated by the investors at the time of the issue. In addition, investors may not be able to reinvest the moneys they receive upon such early redemption in securities with the same yield as the redeemed Bonds and may not obtain the investment return originally expected.

### **2.1.2 Restrictive covenants**

The Bonds do not restrict the Issuer from incurring additional debt. Condition 3 (*Negative Pledge*) of the Terms and Conditions of the relevant Series of Bonds prohibits the Issuer in certain circumstances from creating security over assets, but only to the extent that such is used to secure other bonds or similar listed or quoted debt instruments, and there are certain exceptions to the negative pledge. The Terms and Conditions of the relevant Series of Bonds do not contain any other covenants restricting the operations of the Issuer, or its ability to distribute dividends or buy back shares. These limited restrictive covenants may not provide sufficient protection for investors in the Bonds which could materially and negatively impact the Bondholders and increase the risk of losing all or part of their investment in the Bonds.

### **2.1.3 Modification and waivers**

In accordance with Condition 10 (*Representation of Bondholders*) of the Terms and Conditions of the relevant Series of Bonds, Bondholders will be grouped automatically for the defense of their common interests in a Masse as defined in the Terms and Conditions of the relevant Series of Bonds, and general meetings of Bondholders can be held or written resolutions can be sought from the Bondholders. The Terms and Conditions of the relevant Series of Bonds allow in certain cases defined majorities to bind all Bondholders, including Bondholders who did not attend and vote at the relevant general meeting, Bondholders who voted in a manner contrary to the majority and Bondholders who have not responded to written resolutions.

The general meeting of Bondholders may, subject to the provisions set out in the Terms and Conditions of the relevant Series of Bonds, deliberate on any proposal relating to the modification of the Terms and Conditions of the relevant Series of Bonds, notably on any proposal, whether for arbitration or settlement, relating to rights in controversy or which were subject of judicial decisions. This may have a negative impact on the market value of the Bonds and hence investors may lose part of their investment.

#### **2.1.4 Change of law**

The Terms and Conditions of the relevant Series of Bonds are based on French law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or administrative decision or change to French law or administrative practice after the date of this Prospectus. Any such decision or change in law could be unfavourable to the Bondholders' rights and may have a negative impact on the market value of the Bonds.

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

Depending on the number of Bonds purchased by the Issuer as provided in Condition 6.8 (*Purchases*) of the Terms and Conditions of the relevant Series of Bonds, any trading market in respect of those Bonds that have not been so purchased may become illiquid. Therefore, investors in the relevant Series of Bonds not having exercised their put options may not be able to sell their Bonds on the market and may have to wait until the Maturity Date to obtain redemption of their investments in the Bonds, which may have a negative impact on the Bondholders and reduce the profits anticipated by the investors at the time of the issue.

### **2.2 Risks for the Bondholders as creditors of the Issuer**

#### **2.2.1 Credit risk of the Issuer**

As contemplated in the Terms and Conditions of the relevant Series of Bonds, the obligations of the Issuer in respect of the Bonds and any interest payable under the Bonds are direct, general, unconditional, unsubordinated and (subject to Condition 3 (*Negative Pledge*) of the Terms and Conditions of the relevant Series of Bonds) unsecured obligations of the Issuer. Bondholders are exposed to a higher credit risk than creditors benefiting from security interests from the Issuer. Credit risk refers to the risk that the Issuer may be unable to meet its financial obligations under the Bonds. If the creditworthiness of the Issuer deteriorates, the value of the Bonds may also decrease and investors selling their Bonds prior to maturity may lose all or part of their investment.

#### **2.2.2 French insolvency law**

As a *société en commandite par actions* incorporated in France, French insolvency laws apply to the Issuer. Under French insolvency law, holders of debt securities (*obligations*) are automatically grouped into a single assembly of holders (the "**Assembly**") in order to defend their common interests if a safeguard procedure (*procédure de sauvegarde*), accelerated safeguard procedure (*procédure de sauvegarde accélérée*), accelerated financial safeguard procedure (*procédure de sauvegarde financière accélérée*) or a judicial reorganization procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer. The Assembly comprises holders of all debt securities (*obligations*) issued by the Issuer (including the Bonds), whether or not under a debt issuance programme and regardless of their governing law and will not be convened in accordance with Condition 10 (*Representation of Bondholders*) of the Terms and Conditions of the relevant Series of Bonds. The Assembly deliberates on the proposed safeguard plan (*projet de plan de sauvegarde*), the proposed accelerated safeguard plan (*projet de plan de sauvegarde accélérée*), accelerated financial safeguard plan (*projet du plan de sauvegarde financière accélérée*) or judicial reorganization plan (*projet de plan de redressement*) applicable to the Issuer and may further agree to:

- increase the liabilities (*charges*) of holders of debt securities (including the Bondholders) by rescheduling due payments and/or partially or totally writing off receivables in form of debt securities;
- establish an unequal treatment between holders of debt securities (including the Bondholders) as appropriate under the circumstances; and/or

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

Decisions of the Assembly will be taken by a two-thirds majority (calculated as a proportion of the amount of debt securities held by the holders who voted during such Assembly; notwithstanding any clause to the contrary and the law governing the issuance agreement). No quorum is required for the Assembly to be validly held.

Stipulations relating to the representation of holders of the Bonds provided in Condition 10 (*Representation of Bondholders*) of the Terms and Conditions of the relevant Series of Bonds will not be applicable if they depart from any imperative provisions of French insolvency law that may be applicable.

The procedures, as described above or as they may be amended, could have an adverse impact on holders of the Bonds seeking repayment in the event that the Issuer or its subsidiaries were to become insolvent.

The insolvency procedure in France is regulated by the provisions of the French *Code de commerce* which govern the common rights, interests and representation of the Bondholders in this context. As a result, Bondholders should be aware that they will generally have limited ability to influence the outcome of an accelerated preservation (*procédure de sauvegarde accélérée*), an accelerated financial preservation (*procédure de sauvegarde financière accélérée*), a preservation (*procédure de sauvegarde*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) of the Issuer in France.

It should be noted that a new European directive entitled “Directive (EU) 2019/1023 on preventive restructuring frameworks, on discharge of debt and disqualifications, and on measures to increase the efficiency of procedures concerning restructuring, insolvency and discharge of debt, and amending Directive (EU) 2017/1132” has been adopted by the European Union on June 20, 2019. Once transposed into French law (which is scheduled to happen by July 17, 2021 at the latest), such directive should have a material impact on French insolvency law, especially with regard to the process of adoption of restructuring plans under insolvency proceedings. According to this directive, “affected parties” (i.e., creditors, including the Bondholders) shall be treated in separate classes which reflect certain class formation criteria for the purpose of adopting a restructuring plan. Classes shall be formed in such a way that each class comprises claims or interests with rights that are sufficiently similar to justify considering the members of the class a homogenous group with commonality of interest. As a minimum, secured and unsecured claims shall be treated in separate classes for the purpose of adopting a restructuring plan. A restructuring plan shall be deemed to be adopted by affected parties, provided that a majority in the amount of their claims or interests is obtained in each and every class (the required majorities shall be laid down by Member States at not higher than 75% in the amount of claims or interests in each class it being noted that Member States may require that in addition a majority in number of affected parties be obtained in each class). If the restructuring plan is not approved by each and every class of affected parties, the plan may however be confirmed by a judicial or administrative authority by applying a cross-class cram-down, provided notably that:

- the plan has been notified to all known creditors likely to be affected by it;
- the plan complies with the best interest of creditors test (i.e., no dissenting creditor would be worse off under the restructuring plan than they would be in the event of liquidation, whether piecemeal or sale as a going concern);
- any new financing is necessary to implement the restructuring plan and does not unfairly prejudice the interest of creditors;
- the plan has been approved by a majority of the voting classes of affected parties, provided that at least one of those classes is a secured creditors class or is senior to the ordinary unsecured creditors class; or, failing that, by at least one of the voting classes of affected parties or where so provided under national law, impaired parties, other than an equity-holders class or any other class which, upon a valuation of the debtor as a going-concern, would not receive any payment or keep any interest, or, where so provided

under national law, which could be reasonably presumed not to receive any payment or keep any interest if the normal ranking of liquidation priorities were applied under national law;

- the plan complies with the relative priority rule (i.e. dissenting voting classes of affected creditors are treated at least as favourably as any other class of the same rank and more favourably than any junior class). By way of derogation, Member States may instead provide that the plan shall comply with the absolute priority rule (i.e., a dissenting voting class of creditors must be satisfied in full before a more junior class may receive any distribution or keep any interest under the restructuring plan); and
- no class of affected parties can, under the restructuring, plan receive or keep more than the full amount of its claims or interests.

Therefore, when such directive is transposed into French law, it cannot be excluded that the Bondholders will no longer deliberate on the proposed restructuring plan in a separate assembly, meaning that they will no longer benefit from a specific veto power on this plan. Instead, as any other affected parties, the Bondholders will be grouped into one or several classes (with potentially other types of creditors) and their dissenting vote may possibly be overridden by a cross-class cramdown.

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

## **2.3 Risk relating to the trading markets of the Bonds**

### **2.3.1 Market value of the Bonds**

The market value of the Bonds will be influenced by the creditworthiness of the Issuer and a number of additional factors, including, but not limited to, market interest and yield rates and the time remaining to the maturity date.

The value of the Bonds depends on a number of interrelated factors, including economic, financial and political events in France or elsewhere (such as, in particular, the effect of the COVID-19 pandemic on the global economy), including factors affecting capital markets generally and the stock exchanges on which such Bonds are admitted to trading. The market value of the Bonds may also be significantly and adversely affected by a variety of factors that may impact the Issuer, its competitors, macroeconomic conditions or the healthcare property investment sector. These factors may include, among others, market reaction to announcements made by the Groups' competitors or other companies with similar activities, or announcements concerning the healthcare property investment sector, including announcements relating to the financial and operating performance or outlook of those companies. The price at which a Bondholder will be able to sell the Bonds prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser.

### **2.3.2 There is no active trading market for the Bonds**

Application has been made to Euronext Paris for the Bonds to be admitted to trading on the regulated market of Euronext Paris. However, the Bonds may not have an established trading market when issued and admitted to trading, and one may never develop. If a market does develop, it may not be very liquid. When the Bonds are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer, as well as other factors such as the complexity and volatility of the reference rate, the method of calculating the return to be paid in respect of such Bonds, the outstanding amount of the Bonds, any redemption features of the Bonds and the level, direction and volatility of interest rates generally. Although application has been made for the Bonds to be admitted to trading on Euronext Paris, such admission to trading may not occur and/or an active and liquid trading market for the Bonds may not develop. The absence of liquidity may have an adverse effect on the value of the Bonds. In addition, investors may not be able to sell their Bonds in the secondary market in which case the market or trading price and liquidity may be adversely affected or at prices that will provide them with a yield

comparable to similar investments that have a developed secondary market. Hence, investors may receive a lower yield than anticipated at the time of the issue.

### **2.33 Interest rate risk**

Each of the 2028 Bonds, the 2032 Bonds and the 2040 Bonds bears interest at a fixed rate of 0.000%, 0.250% and 0.625%, respectively (see Condition 4 of the Terms and Conditions of the relevant Series). Investment in the Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the Bonds.

While the nominal interest rate of a fixed interest rate bond is fixed during the life of such a bond or during a certain period of time, the current interest rate on the capital market (market interest rate) typically changes on a daily basis. As the market interest rate changes, the price of such bond changes in the opposite direction. If the market interest rate increases, the price of such bond typically falls, until the yield of such bond is approximately equal to the market interest rate. If the market interest rate decreases, the price of a fixed rate bond typically increases, until the yield of such bond is approximately equal to the market interest rate. Bondholders should be aware that movements of the market interest rate can adversely affect the price of the Bonds and can lead to losses for the Bondholders if they sell Bonds during the period in which the market interest rate exceeds the fixed rate of the Bonds.

### **2.34 Currency risk**

Investment in the Bonds may involve exchange rate risks. The Bonds may be denominated in a currency other than the currency of the purchaser's home jurisdiction. Exchange rates between currencies are determined by factors of supply and demand in the international currency markets which are influenced by macro-economic factors, speculation and central bank and government intervention (including the imposition of currency controls and restrictions) and the risk that authorities with jurisdiction over the investor's currency may impose or modify exchange controls. Fluctuations in exchange rates may affect the value of the Bonds.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

## TERMS AND CONDITIONS OF THE 2028 BONDS

The terms and conditions of the 2028 Bonds (the “**2028 Terms and Conditions**”) will be as follows:

The issuance of the €500,000,000 0.000 per cent. Bonds due November 2, 2028 (the “**2028 Bonds**”) of Compagnie Générale des Établissements Michelin (the “**Issuer**”) has been authorised by a decision of Mr. Yves CHAPOT, *Gérant* of the Issuer on October 26, 2020. The Issuer entered into an (i) agency agreement dated October 29, 2020 (such agreement as amended and/or supplemented and/or restated from time to time, the “**Agency Agreement**”) with CACEIS Corporate Trust as fiscal agent, calculation agent and paying agent (the “**Fiscal Agent**”, the “**Calculation Agent**” and the “**Paying Agent**” and, together with any other paying agents appointed from time to time, the “**Paying Agents**”, which term shall include successors) and (ii) a calculation agency agreement dated October 29, 2020 (the “**Calculation Agency Agreement**”) with Aether Financial Services as make-whole calculation agent (the “**Make-whole Calculation Agent**”, which term shall include successors).

### 1. Form, Denomination and Title

#### 1.1 Form and Denomination

The 2028 Bonds will be issued on November 2, 2020 (the “**Issue Date**”) in dematerialised bearer form (*au porteur*) in the denomination of €100,000 each.

Title to the 2028 Bonds will be evidenced in accordance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French *Code monétaire et financier* by book-entries (*inscription en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the 2028 Bonds.

The 2028 Bonds will, upon issue, be inscribed in book entry form in the books of Euroclear France (“**Euroclear France**”) (acting as central depository), which shall credit the accounts of the Account Holders.

For the purpose of these 2028 Terms and Conditions, “**Account Holders**” shall mean any intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, and includes Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depository bank for Clearstream Banking, S.A. (“**Clearstream**”).

#### 1.2 Title

Title to the 2028 Bonds will pass upon, and transfer of 2028 Bonds may only be effected through, registration of the transfer in the accounts of Account Holders.

### 2. Status

The 2028 Bonds and any interest payable under the 2028 Bonds are direct, general, unconditional, unsubordinated and (subject to Condition 3 (*Negative Pledge*)) unsecured obligations of the Issuer and rank *pari passu* and without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other unsecured and unsubordinated debts and guarantees, present or future, of the Issuer.

### 3. Negative Pledge

So long as any of the 2028 Bonds remains outstanding (as defined below), the Issuer will not grant to holders of other present or future bonds (*obligations*) which are issued by the Issuer and are, or may be, listed or admitted to trading on a regulated market or any other stock market, any mortgage (*hypothèque*) over the Issuer’s present or future assets or real property interests, nor any other security (*sûreté réelle*) on the Issuer’s present or future assets or its income, unless at the same time or prior thereto, the Issuer’s obligations under the 2028 Bonds are equally or rateably secured therewith.

Such undertaking is given only in relation to security interests given for the benefit of other bondholders and does not affect in any way the right of the Issuer to dispose of its assets or to grant any security in respect of such assets in any other circumstance.

For the purposes of these 2028 Terms and Conditions:

“**outstanding**” means, in relation to the 2028 Bonds, all the 2028 Bonds issued other than (a) those that have been redeemed in accordance with these 2028 Terms and Conditions, (b) those in respect of which the date for redemption has occurred and the redemption monies (including all interest accrued on such 2028 Bonds to the date for such redemption or any interest payable after such date) have been duly paid to the relevant Account Holders on behalf of the holders of the 2028 Bonds (the “**2028 Bondholders**”) as provided in Condition 5.1 (*Method of Payment*), (c) those in respect of which claims have become prescribed under Condition 8 (*Prescription*) and (d) those which have been purchased and cancelled as provided in these 2028 Terms and Conditions.

## **4. Interest**

### **4.1 Interest Payment Dates**

The 2028 Bonds bear interest from and including the Issue Date. The 2028 Bonds bear interest on their outstanding principal amount from time to time at the rate of 0.000 per cent. *per annum*, payable annually in arrears on November 2 in each year (each, an “**Interest Payment Date**”) commencing on November 2, 2021.

The amount of interest payable in respect of each 2028 Bond on each Interest Payment Date shall be €0.00.

### **4.2 Interest Accrual**

Each 2028 Bond will cease to bear interest from and including the due date for redemption unless the Issuer defaults in making due provision for their redemption on said date. In such event, the 2028 Bonds will continue to bear interest in accordance with this Condition 4 (both before and after judgment, as the case may be) until the calendar day (included) on which all sums in respect of such 2028 Bonds up to that calendar day are received by or on behalf of the relevant holder.

### **4.3 Calculation of Broken Interest**

When interest is required to be calculated in respect of a period of less than a full year, it shall be calculated on an Actual/Actual (ICMA) basis for each period, that is to say the actual number of calendar days elapsed during the relevant period divided by 365 (or by 366 if a February 29 is included in such period), the result being rounded to the nearest cent (half a cent being rounded upwards).

## **5. Payments**

### **5.1 Method of Payment**

Payments of principal and interest in respect of the 2028 Bonds shall be made in Euro by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the payee in a city in which banks have access to the TARGET System. “**TARGET System**” means the Trans European Automated Real Time Gross Settlement Express Transfer system (known as TARGET2) or any successor thereto.

Such payments shall be made for the benefit of the 2028 Bondholders to the Account Holders. All payments validly made to such Account Holders will be an effective discharge of the Issuer in respect of such payments.

### **5.2 Payments subject to fiscal laws**

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 7 (*Taxation*). No commission or expenses shall be charged to the 2028 Bondholders in respect of such payments.

### 5.3 Initial Paying and Make-whole Calculation Agent

The Issuer reserves the right at any time to vary or terminate the appointment of a Paying Agent or the Make-whole Calculation Agent and to appoint additional or other Paying Agents or a successor Make-whole Calculation Agent, provided that the Issuer will at all times maintain a Fiscal Agent and a Make-whole Calculation Agent with a specified office in a principal financial centre in the European Union.

Notice of any termination or appointment and of any changes in any Paying Agent or Make-whole Calculation Agent or their respective specified offices will promptly be given by the Issuer to the 2028 Bondholders in accordance with Condition 11 (*Notices*).

The name and specified office of each of the initial Paying Agent and the Make-whole Calculation Agent are set out below:

#### **Paying Agent**

CACEIS CORPORATE TRUST  
14, rue Rouget de Lisle  
92130 Issy-les-Moulineaux  
France

#### **Make-whole Calculation Agent**

AETHER FINANCIAL SERVICES  
36, rue de Monceau  
75008 Paris  
France  
agency@aetherfs.com

### 5.4 Non-business days

If any date for payment in respect of any 2028 Bond is not a Business Day (as defined below), the 2028 Bondholder shall not be entitled to payment until the next following Business Day nor to any sum in respect of such postponed payment.

In these 2028 Terms and Conditions:

“**Business Day**” means, any calendar day, not being a Saturday or a Sunday on which the TARGET System is operating.

## 6. Redemption and Purchase

### 6.1 Redemption at Maturity

Unless previously redeemed or purchased and cancelled as provided below, the 2028 Bonds will be redeemed at their principal amount on November 2, 2028 (the “**Maturity Date**”), subject as provided in Condition 5 (*Payments*).

### 6.2 Redemption for Taxation Reasons

- (i) If, by reason of a change in French law or regulation, or any change in the official application or interpretation of such law or regulation, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment due in respect of the 2028 Bonds, not be able to make such payment without having to pay additional amounts as specified in Condition 7 (*Taxation*) below, the Issuer may, at its option, at any time, subject to having given not less than thirty (30) nor more than sixty (60) days’ notice to the 2028 Bondholders (which notice shall be irrevocable) in accordance with Condition 11 (*Notices*), redeem all, but not some only, of the 2028 Bonds then outstanding, at their principal amount plus any

interest accrued to the date fixed for redemption, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal or any other payment due in respect of the 2028 Bonds without withholding or deduction for French taxes.

- (ii) If the Issuer would on the occasion of the next payment of principal or any other payment in respect of the 2028 Bonds be prevented by French law or by any official application or interpretation of such law from making payment to the 2028 Bondholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 7 (*Taxation*) below, then the Issuer shall give notice of such fact to the Fiscal Agent and having given not less than seven (7) days' prior notice to the 2028 Bondholders in accordance with Condition 11 (*Notices*), redeem all, but not some only, of the 2028 Bonds then outstanding, at their principal amount plus any accrued interest on the latest practicable date on which the Issuer could make payment of the full amount payable in respect of the 2028 Bonds without withholding or deduction for French taxes, or, if such date is past, as soon as practicable thereafter.

### 6.3 Make-whole Redemption at the option of the Issuer

The Issuer may, subject to compliance with all relevant laws, regulations and directives and to having given not less than fifteen (15) nor more than thirty (30) days' notice to the 2028 Bondholders (which notice shall be irrevocable and shall specify the date fixed for redemption (the "**Make-whole Redemption Date**")) in accordance with Condition 11 (*Notices*), redeem the 2028 Bonds in whole, but not in part, at any time prior to their Call Option Date at an amount per 2028 Bond calculated by the Make-whole Calculation Agent and equal to the greater of:

- (a) 100 per cent. of the principal amount of the 2028 Bonds; or
- (b) the sum of the then current values of the remaining scheduled payments of principal and interest (not including any interest accrued on the 2028 Bonds to, but excluding, the Make-whole Redemption Date) discounted from the Call Option Date to the Make-whole Redemption Date on an annual basis (based on the actual number of days elapsed divided by 365 or (in the case of a leap year) by 366) at the Reference Rate (as defined below) plus 0.15 per cent.,

plus, in each case (a) or (b) above, any interest accrued on the 2028 Bonds to, but excluding, the Make-whole Redemption Date.

The Reference Rate will be published by the Issuer in accordance with Condition 11 (*Notices*).

The Reference Rate is the average of the four (4) quotations given by the Relevant Dealers of the mid-market annual yield of the Reference Bund on the fourth (4<sup>th</sup>) Business Day (as defined in below) preceding the Make-whole Redemption Date at 11.00 a.m. (Central European Time ("**CET**")).

If the Reference Bund is no longer outstanding, a Similar Security will be chosen by the Make-whole Calculation Agent at 11.00 a.m. (CET) on the third (3<sup>rd</sup>) Business Day preceding the Make-whole Redemption Date, quoted in writing by the Make-whole Calculation Agent.

Where:

"**Reference Bund**" means the 0.250 per cent. Federal Government Bund of Bundesrepublik Deutschland due August 2028 with ISIN DE0001102457;

"**Reference Dealers**" means each of the four (4) banks selected by the Make-whole Calculation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues;

"**Similar Security**" means a reference bond or reference bonds issued by the German Federal Government having an actual or interpolated maturity comparable with the remaining term of the 2028 Bonds that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the 2028 Bonds.

All notifications, opinions, determinations, certifications, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6.3 by the Make-whole Calculation Agent shall (in the absence of willful default, bad faith or manifest error) be binding on the Issuer and the 2028 Bondholders and (in the absence as aforesaid) no liability to the Issuer or the 2028 Bondholders shall attach to the Make-whole Calculation Agent in connection with the exercise or non-exercise of its powers, duties and discretions.

#### **6.4 Clean-Up Call Option**

In the event that eighty (80) per cent. or more in initial aggregate nominal amount of the 2028 Bonds (including any further bonds to be assimilated with the 2028 Bonds pursuant to Condition 12 (*Further Issues*)) have been redeemed or purchased and cancelled, the Issuer may, at its option, subject to having given not more than sixty (60) nor less than thirty (30) days' prior notice to the 2028 Bondholders (which notice shall be irrevocable) in accordance with Condition 11 (*Notices*), redeem the outstanding 2028 Bonds, in whole but not in part, at their principal amount plus accrued interest up to but excluding the date fixed for redemption.

#### **6.5 Residual maturity call at the option of the Issuer**

The Issuer may, on giving not less than fifteen (15) nor more than thirty (30) days' notice to the 2028 Bondholders (which notice shall be irrevocable) in accordance with Condition 11 (*Notices*), redeem, at any time as from and including three (3) months to but excluding the Maturity Date (the "**Call Option Date**"), the 2028 Bonds, in whole but not in part, at their principal amount together with interest accrued to, but excluding, the date fixed for redemption.

#### **6.6 Change of control redemption at the option of 2028 Bondholders**

If at any time while any 2028 Bond remains outstanding there occurs a Change of Control (as defined below), the holder of each 2028 Bond will have the option (unless, prior to the giving of the Put Change of Control Notice referred to below, the Issuer gives notice of its intention to redeem the 2028 Bonds under Condition 6.3 (*Make-whole Redemption at the option of the Issuer*)) to require the Issuer to redeem that 2028 Bond or, at the Issuer's option, to procure the purchase of that 2028 Bond on the date determined by the Issuer and notified to the 2028 Bondholders in accordance with Condition 11 (*Notices*) (the "**Put Change of Control Settlement Date**", which date shall be within a period of not less than sixty (60) nor more than ninety (90) days following the Put Change of Control Notice or, if the Issuer fails to give a Put Change of Control Notice within fifty (15) days of the occurrence of a Change of Control, within a period of not less than ninety (90) nor more than one hundred and twenty (120) days following the occurrence of a Change of Control) at its principal amount, together with (or, where purchased, together with an amount equal to) interest accrued to but excluding such Put Change of Control Settlement Date.

Promptly upon the occurrence of a Change of Control, the Issuer shall give notice (a "**Put Change of Control Notice**") to the 2028 Bondholders in accordance with Condition 11 (*Notices*) specifying the nature of the Change of Control and the circumstances giving rise to it and the procedure for exercising the option contained in this Condition 6.6.

In order to exercise the option contained in this Condition 6.6, the 2028 Bondholder must, not less than thirty (30) nor more than sixty (60) days before the relevant Put Change of Control Settlement Date, deposit with any Paying Agent such 2028 Bond and a duly completed put option notice (a "**Put Option Notice**") in the form obtainable from any Paying Agent. The Paying Agent with which a 2028 Bond is so deposited shall deliver a duly completed receipt for such 2028 Bond (a "**Put Option Receipt**") to the depositing 2028 Bondholder. No 2028 Bond, once deposited with a duly completed Put Option Notice in accordance with this Condition 6.6, may be withdrawn; provided, however, that if, prior to the relevant Put Change of Control Settlement Date, any such 2028 Bond becomes immediately due and payable or, upon due presentation of such 2028 Bond on the relevant Put Change of Control Settlement Date, payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing 2028 Bondholder at such address as may have been given by such 2028 Bondholder in the relevant Put Option Notice and shall hold such 2028 Bond at its specified office for collection by the depositing 2028 Bondholder against surrender of the relevant Put Option Receipt. For so long as

any outstanding 2028 Bond is held by a Paying Agent in accordance with this Condition 6.6, the depositor of such 2028 Bond and not such Paying Agent shall be deemed to be the holder of such 2028 Bond for all purposes.

A “**Change of Control**” shall be deemed to have occurred at each time that any person or persons acting in concert come(s) to own or acquire(s) (i) more than 50 per cent. of the issued share capital of the Issuer or (ii) such number of the shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights at ordinary or extraordinary general meetings of Shareholders.

#### **6.7 No other redemption**

The Issuer shall not be entitled to redeem the 2028 Bonds otherwise than as provided in Conditions 6.1 to 6.5 above.

#### **6.8 Purchases**

The Issuer or any of its subsidiaries may at any time purchase the 2028 Bonds in the open market or otherwise (including by way of tender offer) at any price and on any condition, subject to compliance with any applicable laws. 2028 Bonds so purchased by the Issuer may be cancelled or held and resold in accordance with Articles L.213-0-1 and D.213-0-1 of the French *Code monétaire et financier* for the purpose of enhancing the liquidity of the 2028 Bonds.

#### **6.9 Cancellations**

All 2028 Bonds so redeemed or purchased by the Issuer or any of its subsidiaries shall be cancelled and may not be reissued or resold.

### **7. Taxation**

#### **7.1 Payment without Withholding**

All payments of principal, interest and other assimilated revenues by or on behalf of the Issuer in respect of the 2028 Bonds shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

#### **7.2 Additional Amounts**

If French law should require that any payments of principal, interest and/or other assimilated revenues in respect of the 2028 Bonds by the Issuer be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, assessments or governmental charges of whatever nature, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the 2028 Bondholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any 2028 Bond to, or to a third party on behalf of, a 2028 Bondholder who is subject to such taxes or duties, assessments or governmental charges in respect of such 2028 Bond by reason of his having some connection with the Republic of France other than the mere holding of the 2028 Bond.

Any references in these 2028 Terms and Conditions to any amount payable by or on behalf of the Issuer in respect of the 2028 Bonds shall be deemed to also refer to any additional amounts which may be payable under the provisions of this Condition 7.

### **8. Prescription**

Claims against the Issuer for the payment of principal and interest in respect of the 2028 Bonds shall become prescribed ten years (in the case of principal) and five years (in the case of interest) from the Relevant Date (as defined below).

For the purpose of this Condition 8, “**Relevant Date**” means, in respect of any 2028 Bond:

- (i) the date on which any payment in respect of it first becomes due; or
- (ii) if any payment is improperly withheld or refused, the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given by the Issuer to the 2028 Bondholders in accordance with Condition 11 (*Notices*) that such payment will be made.

## 9. Events of Default

The Representative (as defined in Condition 10 (*Representation of the 2028 Bondholders*)) may require, upon a decision of the 2028 Bondholders' General Meeting (as defined in Condition 10 (*Representation of the 2028 Bondholders*)) in compliance with quorum and majority conditions provided by French law, in writing in a letter addressed to the Issuer and with a copy to the Paying Agent, that all the 2028 Bonds be redeemed at their principal amount together with interest accrued to but excluding the date fixed for early redemption (such date being the date on which such notice for payment is received by the Paying Agent), on the occurrence of any of the following events (each an "**Event of Default**"):

- (a) in the event of a failure by the Issuer to comply with any of its obligations under the 2028 Terms and Conditions if this failure is not remedied within 10 Business Days as from the reception by the Issuer of the written notification of the aforesaid failure given by the Representative;
- (a) in the event of a default by the Issuer in the payment of one or more other financial debts or guarantee of financial debts of the Issuer, for a total amount in excess of €50 million, on their due date as such date may have been extended by any applicable grace period;
- (b) if an early redemption resulting from a failure in respect of obligations under the terms of any other financial debt of the Issuer, for a total amount in excess of €50 million, has occurred and where the aforementioned financial debt would become due and payable prior to its stated maturity; or
- (c) to the extent permitted by the then applicable laws, if the Issuer becomes the subject of conciliation proceedings (*procédure de conciliation*) pursuant to Articles L.611-4 et seq. of the French *Code de commerce*, a preservation procedure (*procédure de sauvegarde*) pursuant to Article L.620-1 et seq. of the French *Code de commerce*, is in liquidation, becomes the subject of a judicial liquidation (*liquidation judiciaire*) procedure or a transfer as a whole of the business or any other similar measure or equivalent proceeding.

## 10. Representation of the 2028 Bondholders

The 2028 Bondholders will be grouped automatically for the defence of their common interests in a *Masse* which will be subject to the provisions of this Condition 10 below. The *Masse* will be governed by the provisions of the French *Code de commerce* with the exception of Articles L. 228-48, L. 228-59, R.228-61, R. 228-63, R. 228-67, R. 228-69, R.228-79 paragraph 1 and R.236-11, subject to the following provisions:

### (a) *Legal Personality*

The *Masse* will be a separate legal entity and will act in part through the Representative and in part through the general meeting of the 2028 Bondholders (the "**General Meeting**").

The *Masse* alone, to the exclusion of all individual 2028 Bondholders, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the 2028 Bonds.

### (b) *Representative*

The office of Representative of the *Masse* (the "**Representative**") may be conferred on a person of any nationality who agrees to perform such function.

The following person is designated as Representative:

ÆTHER Financial Services  
36, rue de Monceau  
75008 Paris  
France

agency@aetherfs.com

The Issuer shall pay to the Representative an amount of €400 per year so long as any of the 2028 Bonds is outstanding.

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

All interested parties will at all times have the right to obtain the names and addresses of the initial Representative at the head office of the Issuer and the specified offices of any of the Paying Agent.

(c) *Powers of Representative*

The Representative shall (in the absence of any decision to the contrary of the General Meeting) have the power to take all acts of management necessary in order to defend the common interests of the 2028 Bondholders.

All legal proceedings against the 2028 Bondholders or initiated by them, must be brought by or against the Representative.

The Representative may not interfere in the management of the affairs of the Issuer.

(d) *General Meeting*

A General Meeting may be held at any time, on convocation either by the Issuer or by the Representative. One or more 2028 Bondholders, holding together at least one-thirtieth of the principal amount of the 2028 Bonds outstanding, may address to the Issuer and the Representative a demand for convocation of the General Meeting. If such General Meeting has not been convened within two months after such demand, the 2028 Bondholders may commission one of their members to petition a competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, time, place and agenda of any General Meeting will be published as provided under Condition 11 (*Notices*).

Each 2028 Bondholder has the right to participate in a General Meeting in person, by proxy correspondence, or by videoconference or any other means of telecommunication allowing the identification of the participating 2028 Bondholders as provided *mutatis mutandis* by Article R.225-97 of the French *Code de commerce*. Each 2028 Bond carries the right to one vote.

(e) *Powers of the General Meetings*

The General Meeting is empowered to deliberate on the dismissal, replacement, and the remuneration of the Representative and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the 2028 Bonds, including authorising the Representative to act at law as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the 2028 Terms and Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase the liabilities (*charges*) of 2028 Bondholders, nor establish any unequal treatment between the 2028 Bondholders, nor decide to convert 2028 Bonds into shares.

General Meetings may deliberate validly on first convocation only if 2028 Bondholders present or represented hold at least a fifth of the principal amount of the 2028 Bonds then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-third majority of votes cast by the 2028 Bondholders attending such General Meetings or represented thereat.

In accordance with Article R. 228-71 of the French *Code de commerce*, the right of each 2028 Bondholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such 2028 Bondholder as of midnight, Paris time, on the second Business Day preceding the date set for the meeting of the relevant General Meeting.

(f) *Written Resolutions*

Pursuant to Article L.228-46-1 of the French *Code de commerce*, the Issuer shall be entitled in lieu of the holding of a General Meeting to seek approval of a resolution from the 2028 Bondholders by way of a Written Resolution. Subject to the following sentence a Written Resolution may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of the 2028 Bondholders. Pursuant to Articles L.228-46-1 and R.225-97 of the French *Code de commerce* approval of a Written Resolution may also be given by way of electronic communication allowing the identification of 2028 Bondholders (“**Electronic Consent**”).

Notice seeking the approval of a Written Resolution (including by way of Electronic Consent) will be published as provided under Condition 11 (*Notices*) not less than fifty (15) days prior to the date fixed for the passing of such Written Resolution (the “**Written Resolution Date**”). Notices seeking the approval of a Written Resolution will contain the conditions of form and time limits to be complied with by the 2028 Bondholders who wish to express their approval or rejection of such proposed Written Resolution. 2028 Bondholders expressing their approval or rejection before the Written Resolution Date will undertake not to dispose of their 2028 Bonds until after the Written Resolution Date. For the purpose hereof, a “**Written Resolution**” means a resolution in writing signed by the 2028 Bondholders of not less than 80 per cent. in nominal amount of the 2028 Bonds outstanding.

(g) *Information to 2028 Bondholders*

Each 2028 Bondholder or Representative thereof will have the right, during the fifteen-day (15) period preceding the holding of the General Meeting on first convocation or the Written Resolution Date and, during the 10-day period preceding the holding of the General Meeting on second convocation, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be prepared in connection with such resolutions, all of which will be available for inspection by the relevant 2028 Bondholders at the registered office of the Issuer during normal business hours and at any other place specified in the notice of the General Meeting.

(h) *Expenses*

The Issuer will pay all expenses relating to the operation of the *Masse*, including expenses relating to the calling and holding of General Meetings and seeking the approval of a Written Resolution, and, more generally, all administrative expenses resolved upon by the General Meeting.

(i) *Notice of Decisions*

Decisions of the General Meetings and Written Resolutions once approved shall be published in accordance with the provisions set out in Condition 11 (*Notices*).

If and for so long as the 2028 Bonds are held by a sole 2028 Bondholder, such sole 2028 Bondholder shall exercise all the powers, rights and obligations entrusted with the Representative and the General Meeting by the provisions of this Condition 10, as appropriate. Such sole 2028 Bondholder shall hold a register of the decisions it will have taken in this capacity and shall make them available, upon request, to any subsequent holder of all or part of the 2028 Bonds. For the avoidance of doubt, in this case, the

Representative and the General Meeting shall not exercise such powers, rights and obligations until the 2028 Bonds are held by more than one 2028 Bondholder.

## **11. Notices**

Notices to the 2028 Bondholders shall be valid if delivered to the 2028 Bondholders through Euroclear France, Euroclear or Clearstream, for so long as the 2028 Bonds are cleared through such clearing systems and published on the website of the Issuer ([www.michelin.com](http://www.michelin.com)) and, so long as the 2028 Bonds are admitted to trading on Euronext Paris and the rules of that stock exchange so require, published in a leading daily newspaper having general circulation in France (which is expected to be *Les Echos*) or on the website of Euronext Paris ([www.euronext.com](http://www.euronext.com)). Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which such publication is made.

## **12. Further Issues**

The Issuer may from time to time without the consent of the 2028 Bondholders issue further bonds to be consolidated (*assimilables* for the purpose of French Law) and form a single series with the 2028 Bonds provided such 2028 Bonds and the further bonds carry rights identical in all respects (or in all respects except for the first payment of interest thereon) and that the terms of such further bonds provide for such assimilation and references in these 2028 Terms and Conditions to “**2028 Bonds**” shall be construed accordingly. In the event of such assimilation, the 2028 Bondholders and the holders of any assimilated bonds will, for the defence of their common interests, be grouped in a single Masse having legal personality.

## **13. Cancellation (*Caducité*)**

If, at any time, any other agreement part of the single transaction (*même opération*) involving the 2028 Bonds, is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction or is terminated for any reason, neither the legality, validity or enforceability of the 2028 Terms and Conditions and the 2028 Bonds shall in any way be affected or impaired thereby and as a result the 2028 Terms and Conditions and the 2028 Bonds shall not become *caducs* for the purposes of Article 1186 of the French *Code civil*.

## **14. Governing Law and Jurisdiction**

### **14.1 Governing Law**

The 2028 Bonds shall be governed by, and shall be construed in accordance with, French law.

### **14.2 Jurisdiction**

Any claim against the Issuer in connection with any 2028 Bonds may be brought before any competent court of the jurisdiction of the Paris Court of Appeal.

## TERMS AND CONDITIONS OF THE 2032 BONDS

The terms and conditions of the 2032 Bonds (the “**2032 Terms and Conditions**”) will be as follows:

The issuance of the €500,000,000 0.250 per cent. Bonds due November 2, 2032 (the “**2032 Bonds**”) of Compagnie Générale des Établissements Michelin (the “**Issuer**”) has been authorised by a decision of Mr. Yves CHAPOT, *Gérant* of the Issuer on October 26, 2020. The Issuer entered into (i) an agency agreement dated October 29, 2020 (such agreement as amended and/or supplemented and/or restated from time to time, the “**Agency Agreement**”) with CACEIS Corporate Trust as fiscal agent, calculation agent and paying agent (the “**Fiscal Agent**”, the “**Calculation Agent**” and the “**Paying Agent**” and, together with any other paying agents appointed from time to time, the “**Paying Agents**”, which term shall include successors) and (ii) a calculation agency agreement dated October 29, 2020 (the “**Calculation Agency Agreement**”) with Aether Financial Services as make-whole calculation agent (the “**Make-whole Calculation Agent**”, which term shall include successors).

### 1. Form, Denomination and Title

#### 1.1 Form and Denomination

The 2032 Bonds will be issued on November 2, 2020 (the “**Issue Date**”) in dematerialised bearer form (*au porteur*) in the denomination of €100,000 each.

Title to the 2032 Bonds will be evidenced in accordance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French *Code monétaire et financier* by book-entries (*inscription en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the 2032 Bonds.

The 2032 Bonds will, upon issue, be inscribed in book entry form in the books of Euroclear France (“**Euroclear France**”) (acting as central depository), which shall credit the accounts of the Account Holders.

For the purpose of these 2032 Terms and Conditions, “**Account Holders**” shall mean any intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, and includes Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depository bank for Clearstream Banking, S.A. (“**Clearstream**”).

#### 1.2 Title

Title to the 2032 Bonds will pass upon, and transfer of 2032 Bonds may only be effected through, registration of the transfer in the accounts of Account Holders.

### 2. Status

The 2032 Bonds and any interest payable under the 2032 Bonds are direct, general, unconditional, unsubordinated and (subject to Condition 3 (*Negative Pledge*)) unsecured obligations of the Issuer and rank *pari passu* and without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other unsecured and unsubordinated debts and guarantees, present or future, of the Issuer.

### 3. Negative Pledge

So long as any of the 2032 Bonds remains outstanding (as defined below), the Issuer will not grant to holders of other present or future bonds (*obligations*) which are issued by the Issuer and are, or may be, listed or admitted to trading on a regulated market or any other stock market, any mortgage (*hypothèque*) over the Issuer’s present or future assets or real property interests, nor any other security (*sûreté réelle*) on the Issuer’s present or future assets or its income, unless at the same time or prior thereto, the Issuer’s obligations under the 2032 Bonds are equally or rateably secured therewith.

Such undertaking is given only in relation to security interests given for the benefit of other bondholders and does not affect in any way the right of the Issuer to dispose of its assets or to grant any security in respect of such assets in any other circumstance.

For the purposes of these 2032 Terms and Conditions:

“**outstanding**” means, in relation to the 2032 Bonds, all the 2032 Bonds issued other than (a) those that have been redeemed in accordance with these 2032 Terms and Conditions, (b) those in respect of which the date for redemption has occurred and the redemption monies (including all interest accrued on such 2032 Bonds to the date for such redemption or any interest payable after such date) have been duly paid to the relevant Account Holders on behalf of the holders of the 2032 Bonds (the “**2032 Bondholders**”) as provided in Condition 5.1 (*Method of Payment*), (c) those in respect of which claims have become prescribed under Condition 8 (*Prescription*) and (d) those which have been purchased and cancelled as provided in these 2032 Terms and Conditions.

## **4. Interest**

### **4.1 Interest Payment Dates**

The 2032 Bonds bear interest from and including the Issue Date. The 2032 Bonds bear interest on their outstanding principal amount from time to time at the rate of 0.250 per cent. *per annum*, payable annually in arrears on November 2 in each year (each, an “**Interest Payment Date**”) commencing on November 2, 2021.

The amount of interest payable in respect of each 2032 Bond on each Interest Payment Date shall be €250.00.

### **4.2 Interest Accrual**

Each 2032 Bond will cease to bear interest from and including the due date for redemption unless the Issuer defaults in making due provision for their redemption on said date. In such event, the 2032 Bonds will continue to bear interest in accordance with this Condition 4 (both before and after judgment, as the case may be) until the calendar day (included) on which all sums in respect of such 2032 Bonds up to that calendar day are received by or on behalf of the relevant holder.

### **4.3 Calculation of Broken Interest**

When interest is required to be calculated in respect of a period of less than a full year, it shall be calculated on an Actual/Actual (ICMA) basis for each period, that is to say the actual number of calendar days elapsed during the relevant period divided by 365 (or by 366 if a February 29 is included in such period), the result being rounded to the nearest cent (half a cent being rounded upwards).

## **5. Payments**

### **5.1 Method of Payment**

Payments of principal and interest in respect of the 2032 Bonds shall be made in Euro by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the payee in a city in which banks have access to the TARGET System. “**TARGET System**” means the Trans European Automated Real Time Gross Settlement Express Transfer system (known as TARGET2) or any successor thereto.

Such payments shall be made for the benefit of the 2032 Bondholders to the Account Holders. All payments validly made to such Account Holders will be an effective discharge of the Issuer in respect of such payments.

### **5.2 Payments subject to fiscal laws**

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 7 (*Taxation*). No commission or expenses shall be charged to the 2032 Bondholders in respect of such payments.

### 5.3 Initial Paying and Make-whole Calculation Agent

The Issuer reserves the right at any time to vary or terminate the appointment of a Paying Agent or the Make-whole Calculation Agent and to appoint additional or other Paying Agents or a successor Make-whole Calculation Agent, provided that the Issuer will at all times maintain a Fiscal Agent and a Make-whole Calculation Agent with a specified office in a principal financial centre in the European Union.

Notice of any termination or appointment and of any changes in any Paying Agent or Make-whole Calculation Agent or their respective specified offices will promptly be given by the Issuer to the 2032 Bondholders in accordance with Condition 11 (*Notices*).

The name and specified office of each of the initial Paying Agent and the Make-whole Calculation Agent are set out below:

#### **Paying Agent**

CACEIS CORPORATE TRUST  
14, rue Rouget de Lisle  
92130 Issy-les-Moulineaux  
France

#### **Make-whole Calculation Agent**

AETHER FINANCIAL SERVICES  
36, rue de Monceau  
75008 Paris  
France  
agency@aetherfs.com

### 5.4 Non-business days

If any date for payment in respect of any 2032 Bond is not a Business Day (as defined below), the 2032 Bondholder shall not be entitled to payment until the next following Business Day nor to any sum in respect of such postponed payment.

In these 2032 Terms and Conditions:

“**Business Day**” means, any calendar day, not being a Saturday or a Sunday on which the TARGET System is operating.

## 6. Redemption and Purchase

### 6.1 Redemption at Maturity

Unless previously redeemed or purchased and cancelled as provided below, the 2032 Bonds will be redeemed at their principal amount on November 2, 2032 (the “**Maturity Date**”), subject as provided in Condition 5 (*Payments*).

### 6.2 Redemption for Taxation Reasons

- (i) If, by reason of a change in French law or regulation, or any change in the official application or interpretation of such law or regulation, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment due in respect of the 2032 Bonds, not be able to make such payment without having to pay additional amounts as specified in Condition 7 (*Taxation*) below, the Issuer may, at its option, at any time, subject to having given not less than thirty (30) nor more than sixty (60) days’ notice to the 2032 Bondholders (which notice shall be irrevocable) in accordance with Condition 11 (*Notices*), redeem all, but not some only, of the 2032 Bonds then outstanding, at their principal amount plus any

interest accrued to the date fixed for redemption, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal or any other payment due in respect of the 2032 Bonds without withholding or deduction for French taxes.

- (ii) If the Issuer would on the occasion of the next payment of principal or any other payment in respect of the 2032 Bonds be prevented by French law or by any official application or interpretation of such law from making payment to the 2032 Bondholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 7 (*Taxation*) below, then the Issuer shall give notice of such fact to the Fiscal Agent and having given not less than seven (7) days' prior notice to the 2032 Bondholders in accordance with Condition 11 (*Notices*), redeem all, but not some only, of the 2032 Bonds then outstanding, at their principal amount plus any accrued interest on the latest practicable date on which the Issuer could make payment of the full amount payable in respect of the 2032 Bonds without withholding or deduction for French taxes, or, if such date is past, as soon as practicable thereafter.

### 6.3 Make-whole Redemption at the option of the Issuer

The Issuer may, subject to compliance with all relevant laws, regulations and directives and to having given not less than fifteen (15) nor more than thirty (30) days' notice to the 2032 Bondholders (which notice shall be irrevocable and shall specify the date fixed for redemption (the "**Make-whole Redemption Date**")) in accordance with Condition 11 (*Notices*), redeem the 2032 Bonds in whole, but not in part, at any time prior to their Call Option Date at an amount per 2032 Bond calculated by the Make-whole Calculation Agent and equal to the greater of:

- (a) 100 per cent. of the principal amount of the 2032 Bonds; or
- (b) the sum of the then current values of the remaining scheduled payments of principal and interest (not including any interest accrued on the 2032 Bonds to, but excluding, the Make-whole Redemption Date) discounted from the Call Option Date to the Make-whole Redemption Date on an annual basis (based on the actual number of days elapsed divided by 365 or (in the case of a leap year) by 366) at the Reference Rate (as defined below) plus 0.15 per cent.,

plus, in each case (a) or (b) above, any interest accrued on the 2032 Bonds to, but excluding, the Make-whole Redemption Date.

The Reference Rate will be published by the Issuer in accordance with Condition 11 (*Notices*).

The Reference Rate is the average of the four (4) quotations given by the Relevant Dealers of the mid-market annual yield of the Reference Bund on the fourth (4<sup>th</sup>) Business Day (as defined in below) preceding the Make-whole Redemption Date at 11.00 a.m. (Central European Time ("**CET**")).

If the Reference Bund is no longer outstanding, a Similar Security will be chosen by the Make-whole Calculation Agent at 11.00 a.m. (CET) on the third (3<sup>rd</sup>) Business Day preceding the Make-whole Redemption Date, quoted in writing by the Make-whole Calculation Agent.

Where:

**"Reference Bund"** means the 0.000 per cent. Federal Government Bund of Bundesrepublik Deutschland due August 2030 with ISIN DE0001102507;

**"Reference Dealers"** means each of the four (4) banks selected by the Make-whole Calculation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues;

**"Similar Security"** means a reference bond or reference bonds issued by the German Federal Government having an actual or interpolated maturity comparable with the remaining term of the 2032 Bonds that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the 2032 Bonds.

All notifications, opinions, determinations, certifications, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6.3 by the Make-whole Calculation Agent shall (in the absence of willful default, bad faith or manifest error) be binding on the Issuer and the 2032 Bondholders and (in the absence as aforesaid) no liability to the Issuer or the 2032 Bondholders shall attach to the Make-whole Calculation Agent in connection with the exercise or non-exercise of its powers, duties and discretions.

#### **6.4 Clean-Up Call Option**

In the event that eighty (80) per cent. or more in initial aggregate nominal amount of the 2032 Bonds (including any further bonds to be assimilated with the 2032 Bonds pursuant to Condition 12 (*Further Issues*)) have been redeemed or purchased and cancelled, the Issuer may, at its option, subject to having given not more than sixty (60) nor less than thirty (30) days' prior notice to the 2032 Bondholders (which notice shall be irrevocable) in accordance with Condition 11 (*Notices*), redeem the outstanding 2032 Bonds, in whole but not in part, at their principal amount plus accrued interest up to but excluding the date fixed for redemption.

#### **6.5 Residual maturity call at the option of the Issuer**

The Issuer may, on giving not less than fifteen (15) nor more than thirty (30) days' notice to the 2032 Bondholders (which notice shall be irrevocable) in accordance with Condition 11 (*Notices*), redeem, at any time as from and including three (3) months to but excluding the Maturity Date (the "**Call Option Date**"), the 2032 Bonds, in whole but not in part, at their principal amount together with interest accrued to, but excluding, the date fixed for redemption.

#### **6.6 Change of control redemption at the option of 2032 Bondholders**

If at any time while any 2032 Bond remains outstanding there occurs a Change of Control (as defined below), the holder of each 2032 Bond will have the option (unless, prior to the giving of the Put Change of Control Notice referred to below, the Issuer gives notice of its intention to redeem the 2032 Bonds under Condition 6.3 (*Make-whole Redemption at the option of the Issuer*)) to require the Issuer to redeem that 2032 Bond or, at the Issuer's option, to procure the purchase of that 2032 Bond on the date determined by the Issuer and notified to the 2032 Bondholders in accordance with Condition 11 (*Notices*) (the "**Put Change of Control Settlement Date**", which date shall be within a period of not less than sixty (60) nor more than ninety (90) days following the Put Change of Control Notice or, if the Issuer fails to give a Put Change of Control Notice within fifty (15) days of the occurrence of a Change of Control, within a period of not less than ninety (90) nor more than one hundred and twenty (120) days following the occurrence of a Change of Control) at its principal amount, together with (or, where purchased, together with an amount equal to) interest accrued to but excluding such Put Change of Control Settlement Date.

Promptly upon the occurrence of a Change of Control, the Issuer shall give notice (a "**Put Change of Control Notice**") to the 2032 Bondholders in accordance with Condition 11 (*Notices*) specifying the nature of the Change of Control and the circumstances giving rise to it and the procedure for exercising the option contained in this Condition 6.6.

In order to exercise the option contained in this Condition 6.6, the 2032 Bondholder must, not less than thirty (30) nor more than sixty (60) days before the relevant Put Change of Control Settlement Date, deposit with any Paying Agent such 2032 Bond and a duly completed put option notice (a "**Put Option Notice**") in the form obtainable from any Paying Agent. The Paying Agent with which a 2032 Bond is so deposited shall deliver a duly completed receipt for such 2032 Bond (a "**Put Option Receipt**") to the depositing 2032 Bondholder. No 2032 Bond, once deposited with a duly completed Put Option Notice in accordance with this Condition 6.6, may be withdrawn; provided, however, that if, prior to the relevant Put Change of Control Settlement Date, any such 2032 Bond becomes immediately due and payable or, upon due presentation of such 2032 Bond on the relevant Put Change of Control Settlement Date, payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing 2032 Bondholder at such address as may have been given by such 2032 Bondholder in the relevant Put Option Notice and shall hold such 2032 Bond at its specified office for collection by the depositing 2032 Bondholder against surrender of the relevant Put Option Receipt. For so long as

any outstanding 2032 Bond is held by a Paying Agent in accordance with this Condition 6.6, the depositor of such 2032 Bond and not such Paying Agent shall be deemed to be the holder of such 2032 Bond for all purposes.

A “**Change of Control**” shall be deemed to have occurred at each time that any person or persons acting in concert come(s) to own or acquire(s) (i) more than 50 per cent. of the issued share capital of the Issuer or (ii) such number of the shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights at ordinary or extraordinary general meetings of Shareholders.

#### **6.7 No other redemption**

The Issuer shall not be entitled to redeem the 2032 Bonds otherwise than as provided in Conditions 6.1 to 6.5 above.

#### **6.8 Purchases**

The Issuer or any of its subsidiaries may at any time purchase the 2032 Bonds in the open market or otherwise (including by way of tender offer) at any price and on any condition, subject to compliance with any applicable laws. 2032 Bonds so purchased by the Issuer may be cancelled or held and resold in accordance with Articles L.213-0-1 and D.213-0-1 of the French *Code monétaire et financier* for the purpose of enhancing the liquidity of the 2032 Bonds.

#### **6.9 Cancellations**

All 2032 Bonds so redeemed or purchased by the Issuer or any of its subsidiaries shall be cancelled and may not be reissued or resold.

### **7. Taxation**

#### **7.1 Payment without Withholding**

All payments of principal, interest and other assimilated revenues by or on behalf of the Issuer in respect of the 2032 Bonds shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

#### **7.2 Additional Amounts**

If French law should require that any payments of principal, interest and/or other assimilated revenues in respect of the 2032 Bonds by the Issuer be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, assessments or governmental charges of whatever nature, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the 2032 Bondholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any 2032 Bond to, or to a third party on behalf of, a 2032 Bondholder who is subject to such taxes or duties, assessments or governmental charges in respect of such 2032 Bond by reason of his having some connection with the Republic of France other than the mere holding of the 2032 Bond.

Any references in these 2032 Terms and Conditions to any amount payable by or on behalf of the Issuer in respect of the 2032 Bonds shall be deemed to also refer to any additional amounts which may be payable under the provisions of this Condition 7.

### **8. Prescription**

Claims against the Issuer for the payment of principal and interest in respect of the 2032 Bonds shall become prescribed ten years (in the case of principal) and five years (in the case of interest) from the Relevant Date (as defined below).

For the purpose of this Condition 8, “**Relevant Date**” means, in respect of any 2032 Bond:

- (i) the date on which any payment in respect of it first becomes due; or
- (ii) if any payment is improperly withheld or refused, the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given by the Issuer to the 2032 Bondholders in accordance with Condition 11 (*Notices*) that such payment will be made.

## 9. Events of Default

The Representative (as defined in Condition 10 (*Representation of the 2032 Bondholders*)) may require, upon a decision of the 2032 Bondholders' General Meeting (as defined in Condition 10 (*Representation of the 2032 Bondholders*)) in compliance with quorum and majority conditions provided by French law, in writing in a letter addressed to the Issuer and with a copy to the Paying Agent, that all the 2032 Bonds be redeemed at their principal amount together with interest accrued to but excluding the date fixed for early redemption (such date being the date on which such notice for payment is received by the Paying Agent), on the occurrence of any of the following events (each an "**Event of Default**"):

- (a) in the event of a failure by the Issuer to comply with any of its obligations under the 2032 Terms and Conditions if this failure is not remedied within 10 Business Days as from the reception by the Issuer of the written notification of the aforesaid failure given by the Representative;
- (b) in the event of a default by the Issuer in the payment of one or more other financial debts or guarantee of financial debts of the Issuer, for a total amount in excess of €50 million, on their due date as such date may have been extended by any applicable grace period;
- (c) if an early redemption resulting from a failure in respect of obligations under the terms of any other financial debt of the Issuer, for a total amount in excess of €50 million, has occurred and where the aforementioned financial debt would become due and payable prior to its stated maturity; or
- (d) to the extent permitted by the then applicable laws, if the Issuer becomes the subject of conciliation proceedings (*procédure de conciliation*) pursuant to Articles L.611-4 et seq. of the French *Code de commerce*, a preservation procedure (*procédure de sauvegarde*) pursuant to Article L.620-1 et seq. of the French *Code de commerce*, is in liquidation, becomes the subject of a judicial liquidation (*liquidation judiciaire*) procedure or a transfer as a whole of the business or any other similar measure or equivalent proceeding.

## 10. Representation of the 2032 Bondholders

The 2032 Bondholders will be grouped automatically for the defence of their common interests in a *Masse* which will be subject to the provisions of this Condition 10 below. The *Masse* will be governed by the provisions of the French *Code de commerce* with the exception of Articles L. 228-48, L. 228-59, R.228-61, R. 228-63, R. 228-67, R. 228-69, R.228-79 paragraph 1 and R.236-11, subject to the following provisions:

### (a) *Legal Personality*

The *Masse* will be a separate legal entity and will act in part through the Representative and in part through the general meeting of the 2032 Bondholders (the "**General Meeting**").

The *Masse* alone, to the exclusion of all individual 2032 Bondholders, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the 2032 Bonds.

### (b) *Representative*

The office of Representative of the *Masse* (the "**Representative**") may be conferred on a person of any nationality who agrees to perform such function.

The following person is designated as Representative:

ÆTHER Financial Services  
36, rue de Monceau  
75008 Paris  
France

agency@aetherfs.com

The Issuer shall pay to the Representative an amount of €400 per year so long as any of the 2032 Bonds is outstanding.

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

All interested parties will at all times have the right to obtain the names and addresses of the initial Representative at the head office of the Issuer and the specified offices of any of the Paying Agent.

(c) *Powers of Representative*

The Representative shall (in the absence of any decision to the contrary of the General Meeting) have the power to take all acts of management necessary in order to defend the common interests of the 2032 Bondholders.

All legal proceedings against the 2032 Bondholders or initiated by them, must be brought by or against the Representative.

The Representative may not interfere in the management of the affairs of the Issuer.

(d) *General Meeting*

A General Meeting may be held at any time, on convocation either by the Issuer or by the Representative. One or more 2032 Bondholders, holding together at least one-thirtieth of the principal amount of the 2032 Bonds outstanding, may address to the Issuer and the Representative a demand for convocation of the General Meeting. If such General Meeting has not been convened within two months after such demand, the 2032 Bondholders may commission one of their members to petition a competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, time, place and agenda of any General Meeting will be published as provided under Condition 11 (*Notices*).

Each 2032 Bondholder has the right to participate in a General Meeting in person, by proxy correspondence, or by videoconference or any other means of telecommunication allowing the identification of the participating 2032 Bondholders as provided *mutatis mutandis* by Article R.225-97 of the French *Code de commerce*. Each 2032 Bond carries the right to one vote.

(e) *Powers of the General Meetings*

The General Meeting is empowered to deliberate on the dismissal, replacement, and the remuneration of the Representative and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the 2032 Bonds, including authorising the Representative to act at law as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the 2032 Terms and Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase the liabilities (*charges*) of 2032 Bondholders, nor establish any unequal treatment between the 2032 Bondholders, nor decide to convert 2032 Bonds into shares.

General Meetings may deliberate validly on first convocation only if 2032 Bondholders present or represented hold at least a fifth of the principal amount of the 2032 Bonds then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-third majority of votes cast by the 2032 Bondholders attending such General Meetings or represented thereat.

In accordance with Article R. 228-71 of the French *Code de commerce*, the right of each 2032 Bondholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such 2032 Bondholder as of midnight, Paris time, on the second Business Day preceding the date set for the meeting of the relevant General Meeting.

(f) *Written Resolutions*

Pursuant to Article L.228-46-1 of the French *Code de commerce*, the Issuer shall be entitled in lieu of the holding of a General Meeting to seek approval of a resolution from the 2032 Bondholders by way of a Written Resolution. Subject to the following sentence a Written Resolution may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of the 2032 Bondholders. Pursuant to Articles L.228-46-1 and R.225-97 of the French *Code de commerce* approval of a Written Resolution may also be given by way of electronic communication allowing the identification of 2032 Bondholders (“**Electronic Consent**”).

Notice seeking the approval of a Written Resolution (including by way of Electronic Consent) will be published as provided under Condition 11 (*Notices*) not less than fifty (15) days prior to the date fixed for the passing of such Written Resolution (the “**Written Resolution Date**”). Notices seeking the approval of a Written Resolution will contain the conditions of form and time limits to be complied with by the 2032 Bondholders who wish to express their approval or rejection of such proposed Written Resolution. 2032 Bondholders expressing their approval or rejection before the Written Resolution Date will undertake not to dispose of their 2032 Bonds until after the Written Resolution Date. For the purpose hereof, a “**Written Resolution**” means a resolution in writing signed by the 2032 Bondholders of not less than 80 per cent. in nominal amount of the 2032 Bonds outstanding.

(g) *Information to 2032 Bondholders*

Each 2032 Bondholder or Representative thereof will have the right, during the fifteen-day (15) period preceding the holding of the General Meeting on first convocation or the Written Resolution Date and, during the 10-day period preceding the holding of the General Meeting on second convocation, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be prepared in connection with such resolutions, all of which will be available for inspection by the relevant 2032 Bondholders at the registered office of the Issuer during normal business hours and at any other place specified in the notice of the General Meeting.

(h) *Expenses*

The Issuer will pay all expenses relating to the operation of the *Masse*, including expenses relating to the calling and holding of General Meetings and seeking the approval of a Written Resolution, and, more generally, all administrative expenses resolved upon by the General Meeting.

(i) *Notice of Decisions*

Decisions of the General Meetings and Written Resolutions once approved shall be published in accordance with the provisions set out in Condition 11 (*Notices*).

If and for so long as the 2032 Bonds are held by a sole 2032 Bondholder, such sole 2032 Bondholder shall exercise all the powers, rights and obligations entrusted with the Representative and the General Meeting by the provisions of this Condition 10, as appropriate. Such sole 2032 Bondholder shall hold a register of the decisions it will have taken in this capacity and shall make them available, upon request, to any subsequent holder of all or part of the 2032 Bonds. For the avoidance of doubt, in this case, the

Representative and the General Meeting shall not exercise such powers, rights and obligations until the 2032 Bonds are held by more than one 2032 Bondholder.

## **11. Notices**

Notices to the 2032 Bondholders shall be valid if delivered to the 2032 Bondholders through Euroclear France, Euroclear or Clearstream, for so long as the 2032 Bonds are cleared through such clearing systems and published on the website of the Issuer ([www.michelin.com](http://www.michelin.com)) and, so long as the 2032 Bonds are admitted to trading on Euronext Paris and the rules of that stock exchange so require, published in a leading daily newspaper having general circulation in France (which is expected to be *Les Echos*) or on the website of Euronext Paris ([www.euronext.com](http://www.euronext.com)). Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which such publication is made.

## **12. Further Issues**

The Issuer may from time to time without the consent of the 2032 Bondholders issue further bonds to be consolidated (*assimilables* for the purpose of French Law) and form a single series with the 2032 Bonds provided such 2032 Bonds and the further bonds carry rights identical in all respects (or in all respects except for the first payment of interest thereon) and that the terms of such further bonds provide for such assimilation and references in these 2032 Terms and Conditions to “**2032 Bonds**” shall be construed accordingly. In the event of such assimilation, the 2032 Bondholders and the holders of any assimilated bonds will, for the defence of their common interests, be grouped in a single Masse having legal personality.

## **13. Cancellation (*Caducité*)**

If, at any time, any other agreement part of the single transaction (*même opération*) involving the 2032 Bonds, is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction or is terminated for any reason, neither the legality, validity or enforceability of the 2032 Terms and Conditions and the 2032 Bonds shall in any way be affected or impaired thereby and as a result the 2032 Terms and Conditions and the 2032 Bonds shall not become *caducs* for the purposes of Article 1186 of the French *Code civil*.

## **14. Governing Law and Jurisdiction**

### **14.1 Governing Law**

The 2032 Bonds shall be governed by, and shall be construed in accordance with, French law.

### **14.2 Jurisdiction**

Any claim against the Issuer in connection with any 2032 Bonds may be brought before any competent court of the jurisdiction of the Paris Court of Appeal.

## TERMS AND CONDITIONS OF THE 2040 BONDS

The terms and conditions of the 2040 Bonds (the “**2040 Terms and Conditions**”) will be as follows:

The issuance of the €500,000,000 0.625 per cent. Bonds due November 2, 2040 (the “**2040 Bonds**”) of Compagnie Générale des Établissements Michelin (the “**Issuer**”) has been authorised by a decision of Mr. Yves CHAPOT, *Gérant* of the Issuer on October 26, 2020. The Issuer entered into (i) an agency agreement dated October 29, 2020 (such agreement as amended and/or supplemented and/or restated from time to time, the “**Agency Agreement**”) with CACEIS Corporate Trust as fiscal agent, calculation agent and paying agent (the “**Fiscal Agent**”, the “**Calculation Agent**” and the “**Paying Agent**” and, together with any other paying agents appointed from time to time, the “**Paying Agents**”, which term shall include successors) and (ii) a calculation agency agreement dated October 29, 2020 (the “**Calculation Agency Agreement**”) with Aether Financial Services as make-whole calculation agent (the “**Make-Whole Calculation Agent**”, which term shall include successors).

### 1. Form, Denomination and Title

#### 1.1 Form and Denomination

The 2040 Bonds will be issued on November 2, 2020 (the “**Issue Date**”) in dematerialised bearer form (*au porteur*) in the denomination of €100,000 each.

Title to the 2040 Bonds will be evidenced in accordance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French *Code monétaire et financier* by book-entries (*inscription en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the 2040 Bonds.

The 2040 Bonds will, upon issue, be inscribed in book entry form in the books of Euroclear France (“**Euroclear France**”) (acting as central depository), which shall credit the accounts of the Account Holders.

For the purpose of these 2040 Terms and Conditions, “**Account Holders**” shall mean any intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, and includes Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depository bank for Clearstream Banking, S.A. (“**Clearstream**”).

#### 1.2 Title

Title to the 2040 Bonds will pass upon, and transfer of 2040 Bonds may only be effected through, registration of the transfer in the accounts of Account Holders.

### 2. Status

The 2040 Bonds and any interest payable under the 2040 Bonds are direct, general, unconditional, unsubordinated and (subject to Condition 3 (*Negative Pledge*)) unsecured obligations of the Issuer and rank *pari passu* and without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other unsecured and unsubordinated debts and guarantees, present or future, of the Issuer.

### 3. Negative Pledge

So long as any of the 2040 Bonds remains outstanding (as defined below), the Issuer will not grant to holders of other present or future bonds (*obligations*) which are issued by the Issuer and are, or may be, listed or admitted to trading on a regulated market or any other stock market, any mortgage (*hypothèque*) over the Issuer’s present or future assets or real property interests, nor any other security (*sûreté réelle*) on the Issuer’s present or future assets or its income, unless at the same time or prior thereto, the Issuer’s obligations under the 2040 Bonds are equally or rateably secured therewith.

Such undertaking is given only in relation to security interests given for the benefit of other bondholders and does not affect in any way the right of the Issuer to dispose of its assets or to grant any security in respect of such assets in any other circumstance.

For the purposes of these 2040 Terms and Conditions:

“**outstanding**” means, in relation to the 2040 Bonds, all the 2040 Bonds issued other than (a) those that have been redeemed in accordance with these 2040 Terms and Conditions, (b) those in respect of which the date for redemption has occurred and the redemption monies (including all interest accrued on such 2040 Bonds to the date for such redemption or any interest payable after such date) have been duly paid to the relevant Account Holders on behalf of the holders of the 2040 Bonds (the “**2040 Bondholders**”) as provided in Condition 5.1 (*Method of Payment*), (c) those in respect of which claims have become prescribed under Condition 8 (*Prescription*) and (d) those which have been purchased and cancelled as provided in these 2040 Terms and Conditions.

## **4. Interest**

### **4.1 Interest Payment Dates**

The 2040 Bonds bear interest from and including the Issue Date. The 2040 Bonds bear interest on their outstanding principal amount from time to time at the rate of 0.625 per cent. *per annum*, payable annually in arrears on November 2 in each year (each, an “**Interest Payment Date**”) commencing on November 2, 2021.

The amount of interest payable in respect of each 2040 Bond on each Interest Payment Date shall be €625.00.

### **4.2 Interest Accrual**

Each 2040 Bond will cease to bear interest from and including the due date for redemption unless the Issuer defaults in making due provision for their redemption on said date. In such event, the 2040 Bonds will continue to bear interest in accordance with this Condition 4 (both before and after judgment, as the case may be) until the calendar day (included) on which all sums in respect of such 2040 Bonds up to that calendar day are received by or on behalf of the relevant holder.

### **4.3 Calculation of Broken Interest**

When interest is required to be calculated in respect of a period of less than a full year, it shall be calculated on an Actual/Actual (ICMA) basis for each period, that is to say the actual number of calendar days elapsed during the relevant period divided by 365 (or by 366 if a February 29 is included in such period), the result being rounded to the nearest cent (half a cent being rounded upwards).

## **5. Payments**

### **5.1 Method of Payment**

Payments of principal and interest in respect of the 2040 Bonds shall be made in Euro by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the payee in a city in which banks have access to the TARGET System. “**TARGET System**” means the Trans European Automated Real Time Gross Settlement Express Transfer system (known as TARGET2) or any successor thereto.

Such payments shall be made for the benefit of the 2040 Bondholders to the Account Holders. All payments validly made to such Account Holders will be an effective discharge of the Issuer in respect of such payments.

### **5.2 Payments subject to fiscal laws**

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 7 (*Taxation*). No commission or expenses shall be charged to the 2040 Bondholders in respect of such payments.

### 5.3 Initial Paying and Make-whole Calculation Agent

The Issuer reserves the right at any time to vary or terminate the appointment of a Paying Agent or the Make-whole Calculation Agent and to appoint additional or other Paying Agents or a successor Make-whole Calculation Agent, provided that the Issuer will at all times maintain a Fiscal Agent and a Make-whole Calculation Agent with a specified office in a principal financial centre in the European Union.

Notice of any termination or appointment and of any changes in any Paying Agent or Make-whole Calculation Agent or their respective specified offices will promptly be given by the Issuer to the 2040 Bondholders in accordance with Condition 11 (*Notices*).

The name and specified office of each of the initial Paying Agent and the Make-whole Calculation Agent are set out below:

#### **Paying Agent**

CACEIS CORPORATE TRUST  
14, rue Rouget de Lisle  
92130 Issy-les-Moulineaux  
France

#### **Make-whole Calculation Agent**

AETHER FINANCIAL SERVICES  
36, rue de Monceau  
75008 Paris  
France  
agency@aetherfs.com

### 5.4 Non-business days

If any date for payment in respect of any 2040 Bond is not a Business Day (as defined below), the 2040 Bondholder shall not be entitled to payment until the next following Business Day nor to any sum in respect of such postponed payment.

In these 2040 Terms and Conditions:

“**Business Day**” means, any calendar day, not being a Saturday or a Sunday on which the TARGET System is operating.

## 6. Redemption and Purchase

### 6.1 Redemption at Maturity

Unless previously redeemed or purchased and cancelled as provided below, the 2040 Bonds will be redeemed at their principal amount on November 2, 2040 (the “**Maturity Date**”), subject as provided in Condition 5 (*Payments*).

### 6.2 Redemption for Taxation Reasons

- (i) If, by reason of a change in French law or regulation, or any change in the official application or interpretation of such law or regulation, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment due in respect of the 2040 Bonds, not be able to make such payment without having to pay additional amounts as specified in Condition 7 (*Taxation*) below, the Issuer may, at its option, at any time, subject to having given not less than thirty (30) nor more than sixty (60) days’ notice to the 2040 Bondholders (which notice shall be irrevocable) in accordance with Condition 11 (*Notices*), redeem all, but not some only, of the 2040 Bonds then outstanding, at their principal amount plus any

interest accrued to the date fixed for redemption, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal or any other payment due in respect of the 2040 Bonds without withholding or deduction for French taxes.

- (ii) If the Issuer would on the occasion of the next payment of principal or any other payment in respect of the 2040 Bonds be prevented by French law or by any official application or interpretation of such law from making payment to the 2040 Bondholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 7 (*Taxation*) below, then the Issuer shall give notice of such fact to the Fiscal Agent and having given not less than seven (7) days' prior notice to the 2040 Bondholders in accordance with Condition 11 (*Notices*), redeem all, but not some only, of the 2040 Bonds then outstanding, at their principal amount plus any accrued interest on the latest practicable date on which the Issuer could make payment of the full amount payable in respect of the 2040 Bonds without withholding or deduction for French taxes, or, if such date is past, as soon as practicable thereafter.

### 6.3 Make-whole Redemption at the option of the Issuer

The Issuer may, subject to compliance with all relevant laws, regulations and directives and to having given not less than fifteen (15) nor more than thirty (30) days' notice to the 2040 Bondholders (which notice shall be irrevocable and shall specify the date fixed for redemption (the "**Make-whole Redemption Date**")) in accordance with Condition 11 (*Notices*), redeem the 2040 Bonds in whole, but not in part, at any time prior to their Call Option Date at an amount per 2040 Bond calculated by the Make-whole Calculation Agent and equal to the greater of:

- (a) 100 per cent. of the principal amount of the 2040 Bonds; or
- (b) the sum of the then current values of the remaining scheduled payments of principal and interest (not including any interest accrued on the 2040 Bonds to, but excluding, the Make-whole Redemption Date) discounted from the Call Option Date to the Make-whole Redemption Date on an annual basis (based on the actual number of days elapsed divided by 365 or (in the case of a leap year) by 366) at the Reference Rate (as defined below) plus 0.15 per cent.,

plus, in each case (a) or (b) above, any interest accrued on the 2040 Bonds to, but excluding, the Make-whole Redemption Date.

The Reference Rate will be published by the Issuer in accordance with Condition 11 (*Notices*).

The Reference Rate is the average of the four (4) quotations given by the Relevant Dealers of the mid-market annual yield of the Reference Bund on the fourth (4<sup>th</sup>) Business Day (as defined in below) preceding the Make-whole Redemption Date at 11.00 a.m. (Central European Time ("**CET**")).

If the Reference Bund is no longer outstanding, a Similar Security will be chosen by the Make-whole Calculation Agent at 11.00 a.m. (CET) on the third (3<sup>rd</sup>) Business Day preceding the Make-whole Redemption Date, quoted in writing by the Make-whole Calculation Agent.

Where:

**"Reference Bund"** means the 4.750 per cent. Federal Government Bund of Bundesrepublik Deutschland due July 2040 with ISIN DE0001135366;

**"Reference Dealers"** means each of the four (4) banks selected by the Make-whole Calculation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues;

**"Similar Security"** means a reference bond or reference bonds issued by the German Federal Government having an actual or interpolated maturity comparable with the remaining term of the 2040 Bonds that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the 2040 Bonds.

All notifications, opinions, determinations, certifications, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6.3 by the Make-whole Calculation Agent shall (in the absence of willful default, bad faith or manifest error) be binding on the Issuer and the 2040 Bondholders and (in the absence as aforesaid) no liability to the Issuer or the 2040 Bondholders shall attach to the Make-whole Calculation Agent in connection with the exercise or non-exercise of its powers, duties and discretions.

#### **6.4 Clean-Up Call Option**

In the event that eighty (80) per cent. or more in initial aggregate nominal amount of the 2040 Bonds (including any further bonds to be assimilated with the 2040 Bonds pursuant to Condition 12 (*Further Issues*)) have been redeemed or purchased and cancelled, the Issuer may, at its option, subject to having given not more than sixty (60) nor less than thirty (30) days' prior notice to the 2040 Bondholders (which notice shall be irrevocable) in accordance with Condition 11 (*Notices*), redeem the outstanding 2040 Bonds, in whole but not in part, at their principal amount plus accrued interest up to but excluding the date fixed for redemption.

#### **6.5 Residual maturity call at the option of the Issuer**

The Issuer may, on giving not less than fifteen (15) nor more than thirty (30) days' notice to the 2040 Bondholders (which notice shall be irrevocable) in accordance with Condition 11 (*Notices*), redeem, at any time as from and including three (3) months to but excluding the Maturity Date (the "**Call Option Date**"), the 2040 Bonds, in whole but not in part, at their principal amount together with interest accrued to, but excluding, the date fixed for redemption.

#### **6.6 Change of control redemption at the option of 2040 Bondholders**

If at any time while any 2040 Bond remains outstanding there occurs a Change of Control (as defined below), the holder of each 2040 Bond will have the option (unless, prior to the giving of the Put Change of Control Notice referred to below, the Issuer gives notice of its intention to redeem the 2040 Bonds under Condition 6.3 (*Make-whole Redemption at the option of the Issuer*)) to require the Issuer to redeem that 2040 Bond or, at the Issuer's option, to procure the purchase of that 2040 Bond on the date determined by the Issuer and notified to the 2040 Bondholders in accordance with Condition 11 (*Notices*) (the "**Put Change of Control Settlement Date**", which date shall be within a period of not less than sixty (60) nor more than ninety (90) days following the Put Change of Control Notice or, if the Issuer fails to give a Put Change of Control Notice within fifty (50) days of the occurrence of a Change of Control, within a period of not less than ninety (90) nor more than one hundred and twenty (120) days following the occurrence of a Change of Control) at its principal amount, together with (or, where purchased, together with an amount equal to) interest accrued to but excluding such Put Change of Control Settlement Date.

Promptly upon the occurrence of a Change of Control, the Issuer shall give notice (a "**Put Change of Control Notice**") to the 2040 Bondholders in accordance with Condition 11 (*Notices*) specifying the nature of the Change of Control and the circumstances giving rise to it and the procedure for exercising the option contained in this Condition 6.6.

In order to exercise the option contained in this Condition 6.6, the 2040 Bondholder must, not less than thirty (30) nor more than sixty (60) days before the relevant Put Change of Control Settlement Date, deposit with any Paying Agent such 2040 Bond and a duly completed put option notice (a "**Put Option Notice**") in the form obtainable from any Paying Agent. The Paying Agent with which a 2040 Bond is so deposited shall deliver a duly completed receipt for such 2040 Bond (a "**Put Option Receipt**") to the depositing 2040 Bondholder. No 2040 Bond, once deposited with a duly completed Put Option Notice in accordance with this Condition 6.6, may be withdrawn; provided, however, that if, prior to the relevant Put Change of Control Settlement Date, any such 2040 Bond becomes immediately due and payable or, upon due presentation of such 2040 Bond on the relevant Put Change of Control Settlement Date, payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing 2040 Bondholder at such address as may have been given by such 2040 Bondholder in the relevant Put Option Notice and shall hold such 2040 Bond at its specified office for collection by the depositing 2040 Bondholder against surrender of the relevant Put Option Receipt. For so long as

any outstanding 2040 Bond is held by a Paying Agent in accordance with this Condition 6.6, the depositor of such 2040 Bond and not such Paying Agent shall be deemed to be the holder of such 2040 Bond for all purposes.

A “**Change of Control**” shall be deemed to have occurred at each time that any person or persons acting in concert come(s) to own or acquire(s) (i) more than 50 per cent. of the issued share capital of the Issuer or (ii) such number of the shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights at ordinary or extraordinary general meetings of Shareholders.

#### **6.7 No other redemption**

The Issuer shall not be entitled to redeem the 2040 Bonds otherwise than as provided in Conditions 6.1 to 6.5 above.

#### **6.8 Purchases**

The Issuer or any of its subsidiaries may at any time purchase the 2040 Bonds in the open market or otherwise (including by way of tender offer) at any price and on any condition, subject to compliance with any applicable laws. 2040 Bonds so purchased by the Issuer may be cancelled or held and resold in accordance with Articles L.213-0-1 and D.213-0-1 of the French *Code monétaire et financier* for the purpose of enhancing the liquidity of the 2040 Bonds.

#### **6.9 Cancellations**

All 2040 Bonds so redeemed or purchased by the Issuer or any of its subsidiaries shall be cancelled and may not be reissued or resold.

### **7. Taxation**

#### **7.1 Payment without Withholding**

All payments of principal, interest and other assimilated revenues by or on behalf of the Issuer in respect of the 2040 Bonds shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

#### **7.2 Additional Amounts**

If French law should require that any payments of principal, interest and/or other assimilated revenues in respect of the 2040 Bonds by the Issuer be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, assessments or governmental charges of whatever nature, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the 2040 Bondholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any 2040 Bond to, or to a third party on behalf of, a 2040 Bondholder who is subject to such taxes or duties, assessments or governmental charges in respect of such 2040 Bond by reason of his having some connection with the Republic of France other than the mere holding of the 2040 Bond.

Any references in these 2040 Terms and Conditions to any amount payable by or on behalf of the Issuer in respect of the 2040 Bonds shall be deemed to also refer to any additional amounts which may be payable under the provisions of this Condition 7.

### **8. Prescription**

Claims against the Issuer for the payment of principal and interest in respect of the 2040 Bonds shall become prescribed ten years (in the case of principal) and five years (in the case of interest) from the Relevant Date (as defined below).

For the purpose of this Condition 8, “**Relevant Date**” means, in respect of any 2040 Bond:

- (i) the date on which any payment in respect of it first becomes due; or
- (ii) if any payment is improperly withheld or refused, the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given by the Issuer to the 2040 Bondholders in accordance with Condition 11 (*Notices*) that such payment will be made.

## 9. Events of Default

The Representative (as defined in Condition 10 (*Representation of the 2040 Bondholders*)) may require, upon a decision of the 2040 Bondholders' General Meeting (as defined in Condition 10 (*Representation of the 2040 Bondholders*)) in compliance with quorum and majority conditions provided by French law, in writing in a letter addressed to the Issuer and with a copy to the Paying Agent, that all the 2040 Bonds be redeemed at their principal amount together with interest accrued to but excluding the date fixed for early redemption (such date being the date on which such notice for payment is received by the Paying Agent), on the occurrence of any of the following events (each an "**Event of Default**"):

- (a) in the event of a failure by the Issuer to comply with any of its obligations under the 2040 Terms and Conditions if this failure is not remedied within 10 Business Days as from the reception by the Issuer of the written notification of the aforesaid failure given by the Representative;
- (b) in the event of a default by the Issuer in the payment of one or more other financial debts or guarantee of financial debts of the Issuer, for a total amount in excess of €50 million, on their due date as such date may have been extended by any applicable grace period;
- (c) if an early redemption resulting from a failure in respect of obligations under the terms of any other financial debt of the Issuer, for a total amount in excess of €50 million, has occurred and where the aforementioned financial debt would become due and payable prior to its stated maturity; or
- (d) to the extent permitted by the then applicable laws, if the Issuer becomes the subject of conciliation proceedings (*procédure de conciliation*) pursuant to Articles L.611-4 et seq. of the French *Code de commerce*, a preservation procedure (*procédure de sauvegarde*) pursuant to Article L.620-1 et seq. of the French *Code de commerce*, is in liquidation, becomes the subject of a judicial liquidation (*liquidation judiciaire*) procedure or a transfer as a whole of the business or any other similar measure or equivalent proceeding.

## 10. Representation of the 2040 Bondholders

The 2040 Bondholders will be grouped automatically for the defence of their common interests in a *Masse* which will be subject to the provisions of this Condition 10 below. The *Masse* will be governed by the provisions of the French *Code de commerce* with the exception of Articles L. 228-48, L. 228-59, R.228-61, R. 228-63, R. 228-67, R. 228-69, R.228-79 paragraph 1 and R.236-11, subject to the following provisions:

### (a) Legal Personality

The *Masse* will be a separate legal entity and will act in part through the Representative and in part through the general meeting of the 2040 Bondholders (the "**General Meeting**").

The *Masse* alone, to the exclusion of all individual 2040 Bondholders, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the 2040 Bonds.

### (b) Representative

The office of Representative of the *Masse* (the "**Representative**") may be conferred on a person of any nationality who agrees to perform such function.

The following person is designated as Representative:

ÆTHER Financial Services  
36, rue de Monceau  
75008 Paris  
France

agency@aetherfs.com

The Issuer shall pay to the Representative an amount of €400 per year so long as any of the 2040 Bonds is outstanding.

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

All interested parties will at all times have the right to obtain the names and addresses of the initial Representative at the head office of the Issuer and the specified offices of any of the Paying Agent.

(c) *Powers of Representative*

The Representative shall (in the absence of any decision to the contrary of the General Meeting) have the power to take all acts of management necessary in order to defend the common interests of the 2040 Bondholders.

All legal proceedings against the 2040 Bondholders or initiated by them, must be brought by or against the Representative.

The Representative may not interfere in the management of the affairs of the Issuer.

(d) *General Meeting*

A General Meeting may be held at any time, on convocation either by the Issuer or by the Representative. One or more 2040 Bondholders, holding together at least one-thirtieth of the principal amount of the 2040 Bonds outstanding, may address to the Issuer and the Representative a demand for convocation of the General Meeting. If such General Meeting has not been convened within two months after such demand, the 2040 Bondholders may commission one of their members to petition a competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, time, place and agenda of any General Meeting will be published as provided under Condition 11 (*Notices*).

Each 2040 Bondholder has the right to participate in a General Meeting in person, by proxy correspondence, or by videoconference or any other means of telecommunication allowing the identification of the participating 2040 Bondholders as provided *mutatis mutandis* by Article R.225-97 of the French *Code de commerce*. Each 2040 Bond carries the right to one vote.

(e) *Powers of the General Meetings*

The General Meeting is empowered to deliberate on the dismissal, replacement, and the remuneration of the Representative and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the 2040 Bonds, including authorising the Representative to act at law as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the 2040 Terms and Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase the liabilities (*charges*) of 2040 Bondholders, nor establish any unequal treatment between the 2040 Bondholders, nor decide to convert 2040 Bonds into shares.

General Meetings may deliberate validly on first convocation only if 2040 Bondholders present or represented hold at least a fifth of the principal amount of the 2040 Bonds then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-third majority of votes cast by the 2040 Bondholders attending such General Meetings or represented thereat.

In accordance with Article R. 228-71 of the French *Code de commerce*, the right of each 2040 Bondholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such 2040 Bondholder as of midnight, Paris time, on the second Business Day preceding the date set for the meeting of the relevant General Meeting.

(f) *Written Resolutions*

Pursuant to Article L.228-46-1 of the French *Code de commerce*, the Issuer shall be entitled in lieu of the holding of a General Meeting to seek approval of a resolution from the 2040 Bondholders by way of a Written Resolution. Subject to the following sentence a Written Resolution may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of the 2040 Bondholders. Pursuant to Articles L.228-46-1 and R.225-97 of the French *Code de commerce* approval of a Written Resolution may also be given by way of electronic communication allowing the identification of 2040 Bondholders (“**Electronic Consent**”).

Notice seeking the approval of a Written Resolution (including by way of Electronic Consent) will be published as provided under Condition 11 (*Notices*) not less than fifty (15) days prior to the date fixed for the passing of such Written Resolution (the “**Written Resolution Date**”). Notices seeking the approval of a Written Resolution will contain the conditions of form and time limits to be complied with by the 2040 Bondholders who wish to express their approval or rejection of such proposed Written Resolution. 2040 Bondholders expressing their approval or rejection before the Written Resolution Date will undertake not to dispose of their 2040 Bonds until after the Written Resolution Date. For the purpose hereof, a “**Written Resolution**” means a resolution in writing signed by the 2040 Bondholders of not less than 80 per cent. in nominal amount of the 2040 Bonds outstanding.

(g) *Information to 2040 Bondholders*

Each 2040 Bondholder or Representative thereof will have the right, during the fifteen-day (15) period preceding the holding of the General Meeting on first convocation or the Written Resolution Date and, during the 10-day period preceding the holding of the General Meeting on second convocation, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be prepared in connection with such resolutions, all of which will be available for inspection by the relevant 2040 Bondholders at the registered office of the Issuer during normal business hours and at any other place specified in the notice of the General Meeting.

(h) *Expenses*

The Issuer will pay all expenses relating to the operation of the *Masse*, including expenses relating to the calling and holding of General Meetings and seeking the approval of a Written Resolution, and, more generally, all administrative expenses resolved upon by the General Meeting.

(i) *Notice of Decisions*

Decisions of the General Meetings and Written Resolutions once approved shall be published in accordance with the provisions set out in Condition 11 (*Notices*).

If and for so long as the 2040 Bonds are held by a sole 2040 Bondholder, such sole 2040 Bondholder shall exercise all the powers, rights and obligations entrusted with the Representative and the General Meeting by the provisions of this Condition 10, as appropriate. Such sole 2040 Bondholder shall hold a register of the decisions it will have taken in this capacity and shall make them available, upon request, to any subsequent holder of all or part of the 2040 Bonds. For the avoidance of doubt, in this case, the

Representative and the General Meeting shall not exercise such powers, rights and obligations until the 2040 Bonds are held by more than one 2040 Bondholder.

## **11. Notices**

Notices to the 2040 Bondholders shall be valid if delivered to the 2040 Bondholders through Euroclear France, Euroclear or Clearstream, for so long as the 2040 Bonds are cleared through such clearing systems and published on the website of the Issuer ([www.michelin.com](http://www.michelin.com)) and, so long as the 2040 Bonds are admitted to trading on Euronext Paris and the rules of that stock exchange so require, published in a leading daily newspaper having general circulation in France (which is expected to be *Les Echos*) or on the website of Euronext Paris ([www.euronext.com](http://www.euronext.com)). Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which such publication is made.

## **12. Further Issues**

The Issuer may from time to time without the consent of the 2040 Bondholders issue further bonds to be consolidated (*assimilables* for the purpose of French Law) and form a single series with the 2040 Bonds provided such 2040 Bonds and the further bonds carry rights identical in all respects (or in all respects except for the first payment of interest thereon) and that the terms of such further bonds provide for such assimilation and references in these 2040 Terms and Conditions to “**2040 Bonds**” shall be construed accordingly. In the event of such assimilation, the 2040 Bondholders and the holders of any assimilated bonds will, for the defence of their common interests, be grouped in a single Masse having legal personality.

## **13. Cancellation (*Caducité*)**

If, at any time, any other agreement part of the single transaction (*même opération*) involving the 2040 Bonds, is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction or is terminated for any reason, neither the legality, validity or enforceability of the 2040 Terms and Conditions and the 2040 Bonds shall in any way be affected or impaired thereby and as a result the 2040 Terms and Conditions and the 2040 Bonds shall not become *caducs* for the purposes of Article 1186 of the French *Code civil*.

## **14. Governing Law and Jurisdiction**

### **14.1 Governing Law**

The 2040 Bonds shall be governed by, and shall be construed in accordance with, French law.

### **14.2 Jurisdiction**

Any claim against the Issuer in connection with any 2040 Bonds may be brought before any competent court of the jurisdiction of the Paris Court of Appeal.

## **USE OF PROCEEDS**

The net proceeds of the issue of the 2028 Bonds, the 2032 Bonds and the 2040 Bonds will amount to approximately €497,440,000, €495,705,000 and €495,290,000, respectively, and will be used by the Issuer for general corporate purposes.

## **DESCRIPTION OF THE ISSUER**

Information on the Issuer is set out in the 2020 First-Half Financial Report, the 2019 Universal Registration Document and the 2018 Registration Document incorporated by reference in this Prospectus, as set out in the section “Documents incorporated by reference” on pages 54 to 55 of this Prospectus and in particular, the cross reference tables included therein.

## DOCUMENTS INCORPORATED BY REFERENCE

The following sections identified in the cross-reference table below of the following documents, which have previously been published, are incorporated by reference in, and form part of, this Prospectus:

- (i) the English translation of the Issuer's 2018 registration document (the "**2018 Registration Document**") (being an English translation of the Issuer's *document de référence* 2018 filed with the AMF on March 19, 2019 under n°D.19-0170), which contains, *inter alia*, the English translation of the Issuer's audited consolidated financial statements as at December 31, 2018 and the free English translation of the statutory auditors' report thereon;

<https://www.michelin.com/en/publications/2018-registration-document-accessibility-version/>

- (ii) the English translation of the Issuer's 2019 universal registration document (the "**2019 Universal Registration Document**") (being an English translation of the Issuer's *document d'enregistrement universel* 2019 filed with the AMF on April 17, 2020 under n°D.20-0306-), which contains, *inter alia*, the English translation of the Issuer's audited consolidated financial statements as at December 31, 2019 and the free English translation of the statutory auditors' report thereon; and

<https://www.michelin.com/en/publications/2019-universal-registration-document/>

- (iii) the English translation of the Issuer's 2020 first-half financial report (*rapport financier semestriel*) (the "**2020 First-Half Financial Report**"), which contains, *inter alia*, the English translation of the Issuer's unaudited consolidated interim financial statements as at and for the six-month period ended June 30, 2020 and the free English translation of the auditors' limited review report thereon,

<https://www.michelin.com/en/publications/first-half-2020-financial-report/>

- (iv) the press release of the Issuer "Transfer of MiLux Bonds to CGEM" dated October 13, 2020 related to the successful completion of the Consent Solicitation related to the EUR 300,000,000 1.125 per cent. Guaranteed Bonds due 2022 (ISIN: XS1233732194); EUR 300,000,000 1.750 per cent. Guaranteed Bonds due 2027 (ISIN: XS1233734562) and EUR 302,000,000 3.250 per cent. Guaranteed Bonds due 2045 (ISIN: XS1298728707) originally issued by Michelin Luxembourg SCS transferred to CGEM,

<https://www.michelin.com/en/publications/transfer-of-milux-bonds-to-cgem/>

- (v) the press release of the Issuer "Michelin signed a EUR 2.5bn Multicurrency Revolving Credit Facility" dated October 19, 2020,

<https://www.michelin.com/en/documents/michelin-signed-a-eur-2-5bn-multicurrency-revolving-credit-facility/>

- (vi) the press release of the Issuer "Financial information for the nine months ended September 30, 2020" dated October 22, 2020 related to the third quarter and nine months 2020 sales,

<https://www.michelin.com/en/documents/financial-information-at-september-30-2020/>

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

For as long as any Bonds remain outstanding, copies of the 2018 Registration Document, the 2019 Registration Document and the 2020 First-Half Financial Report are available on the Issuer's website (www.michelin.com).

Other than in relation to the documents which are deemed to be incorporated by reference, the information on the websites to which this Prospectus refers does not form part of this Prospectus and has not been scrutinised or approved by the AMF.

The information incorporated by reference in this Prospectus shall be read in connection with the cross-reference list below. The information contained in the documents incorporated by reference in this Prospectus that is not included in the cross reference list below is either not relevant for the investor or covered elsewhere in the Prospectus.

Such documents shall be deemed to be incorporated by reference in, and form part of this Prospectus, save that any statement contained in this Prospectus or in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained in any document which is subsequently incorporated by reference herein by way of a supplement prepared in accordance with Article 23 of the Prospectus Regulation modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

### Cross-reference list for information incorporated by reference

Annex 7 of the Commission Delegated Regulation 2019/980 supplementing the Prospectus Regulation		2018 Registration Document	2019 Universal Registration Document	2020 First-Half Financial Report	Press release dated October 13, 2020	Press release dated October 19, 2020	Press release dated October 22, 2020
<b>2</b>	<b>STATUTORY AUDITORS</b>						
2.1	Names and addresses of the issuer's auditors for the period covered by the historical financial information (together with their membership in a professional body).		363 (Section 5.4.2)				
<b>3</b>	<b>RISK FACTORS</b>						
3.1	A description of the material risks that are specific to the issuer and that may affect the issuer's ability to fulfil its obligations under the securities, in a limited number of categories, in a section headed 'Risk Factors'.		41-48 (Section 2.1)	82 (Section 3)			3

Annex 7 of the Commission Delegated Regulation 2019/980 supplementing the Prospectus Regulation		2018 Registration Document	2019 Universal Registration Document	2020 First-Half Financial Report	Press release dated October 13, 2020	Press release dated October 19, 2020	Press release dated October 22, 2020
<b>4</b>	<b>INFORMATION ABOUT THE ISSUER</b>						
4.1	History and development of the issuer:		12-40 (Section 1)				
4.1.1	The legal and commercial name of the issuer.		366 (Section 6.1)				
4.1.2	The place of registration of the issuer, its registration number and legal entity identifier (“LEI”).		366 (Section 6.1)				
4.1.3	The date of incorporation and the length of life of the issuer, except where the period is indefinite.		366 (Section 6.1)				
4.1.4	The domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, the address, telephone number of its registered office (or principal place of business if different from its registered office) and website of the issuer, if any, with a disclaimer that the information on the website does not form part of the prospectus unless that information is incorporated by reference into the prospectus.		366 (Section 6.1)				
4.1.5	Any recent events particular to the issuer and which are to a material extent relevant to an evaluation of the issuer’s solvency.			3-11 (Section 1) 13-75 (Section 2)	1	1-2	1-11

<b>Annex 7 of the Commission Delegated Regulation 2019/980 supplementing the Prospectus Regulation</b>		<b>2018 Registration Document</b>	<b>2019 Universal Registration Document</b>	<b>2020 First- Half Financial Report</b>	<b>Press release dated October 13, 2020</b>	<b>Press release dated October 19, 2020</b>	<b>Press release dated October 22, 2020</b>
<b>5</b>	<b>BUSINESS OVERVIEW</b>						
5.1	Principal activities:						
5.1.1	A brief description of the issuer's principal activities stating the main categories of products sold and/or services performed		5-25 (Section 1)  239-242 (Section 5.1.8)	3-11 (Section 1)			
5.1.2	The basis for any statements made by the issuer regarding its competitive position.		210 (Section 5.1.1)				
<b>6</b>	<b>ORGANISATIONAL STRUCTURE</b>						
6.1	If the issuer is part of a group, a brief description of the group and the issuer's position within the group. This may be in the form of, or accompanied by, a diagram of the organisational structure if this helps to clarify the structure.		366 (Section 6.1)				
<b>7.</b>	<b>TREND INFORMATION</b>						
7.1	A description of:  (a) any material adverse change in the prospects of the issuer since the date of its last published audited financial statements; and  (b) any significant change in the financial performance of the group since the end of the last financial period for which financial			30-34 (Section 2)			1

<b>Annex 7 of the Commission Delegated Regulation 2019/980 supplementing the Prospectus Regulation</b>		<b>2018 Registration Document</b>	<b>2019 Universal Registration Document</b>	<b>2020 First- Half Financial Report</b>	<b>Press release dated October 13, 2020</b>	<b>Press release dated October 19, 2020</b>	<b>Press release dated October 22, 2020</b>
	<p>information has been published to the date of the registration document.</p> <p>If neither of the above are applicable then the issuer should include (an) appropriate negative statement(s).</p>						
9	<b>ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES</b>						
9.1	Names, business addresses and functions within the issuer of the following persons, and an indication of the principal activities performed by them outside of that issuer where these are significant with respect to that issuer:						
	<ul style="list-style-type: none"> <li>- members of the administrative, management or supervisory bodies;</li> <li>- partners with unlimited liability, in the case of a limited partnership with a share capital.</li> </ul>		<p>54-56 (Section 3.1)</p> <p>57-70 (Section 3.2)</p>				
9.2	<p>Administrative, management, and supervisory bodies conflicts of interests</p> <p>Potential conflicts of interests between any</p>		<p>73 (Section 3.2.3)</p> <p>76-77 (Section 3.3.2)</p>				

<b>Annex 7 of the Commission Delegated Regulation 2019/980 supplementing the Prospectus Regulation</b>		<b>2018 Registration Document</b>	<b>2019 Universal Registration Document</b>	<b>2020 First- Half Financial Report</b>	<b>Press release dated October 13, 2020</b>	<b>Press release dated October 19, 2020</b>	<b>Press release dated October 22, 2020</b>
	duties to the issuer, of the persons referred to in item 9.1 and their private interests and/or other duties must be clearly stated. In the event that there are no such conflicts, a statement to that effect must be made.						
<b>10</b>	<b>MAJOR SHAREHOLDERS</b>						
10.1	To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control, and describe the measures in place to ensure that such control is not abused.		123 (Section 3.12)				
<b>11</b>	<b>FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</b>						
11.1	<b>Historical financial Information</b>  Historical financial information covering the latest two financial years (at least 24 months) or such shorter period as the issuer has been in operation, and the audit report in respect of each year. Such financial information must be prepared according to International Financial	281-370 (Section 7.1)	247-341 (Section 5.2)	76-110 (Section 3)  116-142 (Section 4)			1-11

<b>Annex 7 of the Commission Delegated Regulation 2019/980 supplementing the Prospectus Regulation</b>		<b>2018 Registration Document</b>	<b>2019 Universal Registration Document</b>	<b>2020 First- Half Financial Report</b>	<b>Press release dated October 13, 2020</b>	<b>Press release dated October 19, 2020</b>	<b>Press release dated October 22, 2020</b>
	<p>Reporting Standards as endorsed in the Union based on Regulation (EC) No. 1606/2002, or if not applicable to a Member's State national accounting standards for issuers from the EEA as required by the Directive 2013/34/EU or a third country's national accounting standards equivalent to Regulation (EC) No 1606/2002 for third country issuers.</p> <p>The historical annual financial information must be independently audited or reported on as to whether or not, for the purposes of the registration document, it gives a true and fair view, in accordance with auditing standards applicable in a Member State or an equivalent standard.</p>						
	<ul style="list-style-type: none"> <li>Balance sheet:</li> </ul>	285 (Section 7.1)	250 (Section 5.2.1)	118 (Section 4)			
	<ul style="list-style-type: none"> <li>Income statement:</li> </ul>	283 (Section 7.1)	248 (Section 5.2.1)	117 (Section 4)			
	<ul style="list-style-type: none"> <li>Cash flow statement:</li> </ul>	287 (Section 7.1)	252 (Section 5.2.1)	120 (Section 4)			
	<ul style="list-style-type: none"> <li>Accounting policies and explanatory notes:</li> </ul>	288-363 (Section 7.1)	253-336 (Section 5.2.1)	116-142 (Section 4)			

Annex 7 of the Commission Delegated Regulation 2019/980 supplementing the Prospectus Regulation		2018 Registration Document	2019 Universal Registration Document	2020 First-Half Financial Report	Press release dated October 13, 2020	Press release dated October 19, 2020	Press release dated October 22, 2020
	<ul style="list-style-type: none"> <li>Audit report:</li> </ul>	364-370 (Section 7.1)	337-341 (Section 5.2.2)				
11.1.3	<p>Accounting standards</p> <p>The financial information must be prepared according to International Financial Reporting Standards</p> <p>as endorsed in the Union based on Regulation (EC) No 1606/2002.</p> <p>If Regulation (EC) No 1606/2002 is not applicable the financial statements must be prepared</p> <p>according to:</p> <p>(a) a Member State's national accounting standards for issuers from the EEA as required by Directive 2013/34/EU;</p> <p>(b) a third country's national accounting standards equivalent to Regulation (EC) No 1606/2002 for third country issuers.</p> <p>Otherwise the following information must be included in the registration document:</p> <p>(a) a prominent statement that the financial information included in the registration document has not</p> <p>been prepared in accordance with</p>	281-370 (Section 7.1)	247-336 (Section 5.2)	121 (Section 4)			

<b>Annex 7 of the Commission Delegated Regulation 2019/980 supplementing the Prospectus Regulation</b>		<b>2018 Registration Document</b>	<b>2019 Universal Registration Document</b>	<b>2020 First- Half Financial Report</b>	<b>Press release dated October 13, 2020</b>	<b>Press release dated October 19, 2020</b>	<b>Press release dated October 22, 2020</b>
	<p>International Financial Reporting Standards as endorsed in the</p> <p>Union based on Regulation (EC) No 1606/2002 and that there may be material differences in the</p> <p>financial information had Regulation (EC) No 1606/2002 been applied to the historical financial information;</p> <p>(b) immediately following the historical financial information a narrative description of the differences</p> <p>between Regulation (EC) No 1606/2002 as adopted by the Union and the accounting principles</p> <p>adopted by the issuer in preparing its annual financial statements.</p>						
11.1.5	<p><b>Consolidated financial statements</b></p> <p>If the issuer prepares both stand-alone and consolidated financial statements, include at least the consolidated financial statements in the registration document.</p>	281-370 (Section 7.1)	247-341 (Section 5.2)				
11.2	<b>Auditing of historical annual financial information</b>						
11.2.1	A statement that the historical annual financial information has been audited.	364-369 (Section 7.2)	337-341 (Section 5.2.2)	142 (Section 5)			

<b>Annex 7 of the Commission Delegated Regulation 2019/980 supplementing the Prospectus Regulation</b>		<b>2018 Registration Document</b>	<b>2019 Universal Registration Document</b>	<b>2020 First- Half Financial Report</b>	<b>Press release dated October 13, 2020</b>	<b>Press release dated October 19, 2020</b>	<b>Press release dated October 22, 2020</b>
	(a) Where audit reports on the historical financial information have been refused by the statutory auditors or where they contain qualifications, modifications of opinions, disclaimers or an emphasis of matter, the reason must be given and such qualifications, modifications, disclaimers or an emphasis of matter must be reproduced in full.						
11.3	<b>Legal and arbitration proceedings</b>						
11.3.1	Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the issuer and/or group's financial position or profitability, or provide an appropriate negative statement.		314 and 317 (Section 5.2)				
11.4	<b>Material Contracts</b>		242 (Section 5.1.9)				

## **RECENT DEVELOPMENTS**

On October 20, 2020, the Issuer has decided to proceed with a reduction of its share capital of an amount of €2,195,080, corresponding to the cancellation of 1,097,540 shares bought-back in the context of its share buy-back program authorized by its general shareholders' meeting. After such reduction, the share capital of the Issuer amounts to €335,087,602.

## SUBSCRIPTION AND SALE

BNP Paribas, HSBC France, Banco Santander, S.A., Citigroup Global Markets Limited, Deutsche Bank Aktiengesellschaft, SMBC Nikko Capital Markets Europe GmbH and UniCredit Bank AG (the “**Joint Bookrunners**”) have, pursuant to a subscription agreement dated October 29, 2020 (the “**Subscription Agreement**”) and made between the Issuer and the Joint Bookrunners upon the terms and subject to the conditions contained therein, jointly and severally agreed to procure subscribers and payment for, or failing which to subscribe and pay for, the Bonds at an issue price equal to:

- 99.888 per cent. of the principal amount of the 2028 Bonds;
- 99.541 per cent. of the principal amount of the 2032 Bonds; and
- 99.458 per cent. of the principal amount of the 2040 Bonds,

in each case less any applicable commission.

The Issuer will also reimburse the Joint Bookrunners in respect of certain of their expenses, and has agreed to indemnify the Joint Bookrunners against certain liabilities, incurred in connection with the issue of the Bonds. The Subscription Agreement may be terminated in certain circumstances prior to payment to the Issuer.

### General

Each Joint Bookrunner has represented, warranted and agreed (severally, but not jointly) that it has complied and will comply with all applicable laws and regulations in each country or jurisdiction in which it purchases, offers, sells or delivers Bonds or possesses, distributes or publishes this Prospectus or any other offering material relating to the Bonds. Persons into whose hands this Prospectus comes are required by the Issuer and the Joint Bookrunners to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Bonds or possess, distribute or publish this Prospectus or any other offering material relating to the Bonds, in all cases at their own expense.

### United States of America

The Bonds have not been and will not be registered under the Securities Act or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from or in a transaction not subject to the registration requirements of the Securities Act and applicable state securities laws. Terms used in this paragraph have the respective meanings given to them by Regulation S under the Securities Act (“**Regulation S**”).

Each Joint Bookrunner has agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver the Bonds, (a) as part of their distribution at any time or (b) otherwise, until 40 days after the later of the commencement of the offering and the issue date of the Bonds, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Rule 903 of Regulation S. Accordingly, neither the Joint Bookrunners nor any of their respective affiliates, nor any persons acting on their behalf, have engaged or will engage in any directed selling efforts with respect to the Bonds, and the Joint Bookrunners, their respective affiliates and all persons acting on their behalf have complied and will comply with the offering restrictions requirement of Regulation S. Each Joint Bookrunner has agreed that, at or prior to confirmation of sale of the Bonds, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases the Bonds from it during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Bonds within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering, an offer or sale of Bonds within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than pursuant to an exemption from the registration requirements of the Securities Act.

## United Kingdom

Each of the Joint Bookrunners has represented, warranted and undertaken that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the “**FSMA**”)) received by it in connection with the issue or sale of the Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer, and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Bonds in, from or otherwise involving the United Kingdom.

### Prohibition of Sales to European Economic Area and United Kingdom Retail Investors

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

- (a) For the purposes of this provision, the expression “**retail investor**” means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
  - (ii) a customer within the meaning of Directive 2016/97/(EU) (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the “**Prospectus Regulation**”); and
- (b) the expression “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Bonds.

### Stabilisation

In connection with the issue of the Bonds, BNP Paribas (the “**Stabilising Manager**”) (or any person acting on its behalf) may (but will not be required to) over-allot the relevant Bonds or effect transactions within a specified period, with a view to supporting the market price of the relevant Bonds at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Bonds is made and, if begun, may cease at any time, but it must end no later than the earlier of thirty (30) calendar days after the issue date of the Bonds and sixty (60) calendar days after the date of the allotment of the Bonds. Any stabilisation action or over-allotment must be conducted by the Stabilising Manager in accordance with all applicable laws and rules.

The Issuer confirms the appointment of BNP Paribas in respect of the Bonds as the central point responsible for adequate public disclosure of information, and handling any request from a competent authority, in accordance with Article 6(5) of Commission Delegated Regulation (EU) 2016/1052 of March 8, 2016 with regard to regulatory technical standards for the conditions applicable to buy-back programmes and stabilisation measures.

## GENERAL INFORMATION

### 1. Authorisation

The issue of the Bonds has been authorised by a decision of Mr. Yves CHAPOT, *Gérant* of the Issuer on October 26, 2020.

### 2. Approval and Admission to trading

This Prospectus has been approved to the AMF, in its capacity as competent authority under the Prospectus Regulation, and received the approval no. 20-533 dated October 29, 2020. The AMF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval shall not be considered as an endorsement of the Issuer that is the subject of this Prospectus, nor of the quality of the Bonds which are subject to this Prospectus. Investors should make their own assessment as to the suitability of investing in the Bonds.

This Prospectus will be valid until the date of admission of the Bonds to trading on Euronext Paris. The obligation to supplement the Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when the Prospectus is no longer valid.

Application has been made for the Bonds to be admitted to trading on Euronext Paris as from the Issue Date.

The Issuer estimates that the amount of expenses related to such admission to trading of the Bonds of each Series (including AMF and Euronext Paris fees) will be approximately as follows.

2028 Bonds	€8,400
2032 Bonds	€10,800
2040 Bonds	€15,600

### 3. Clearing systems

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

The Common Code and the International Securities Identification Number (ISIN) are as follows:

Bonds	ISIN	Common Code
2028 Bonds	FR0014000D31	225091358
2032 Bonds	FR0014000D49	225091366
2040 Bonds	FR0014000D56	225091374

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

### 4. Legal and arbitration proceedings

Save as disclosed in this Prospectus, the Group believes that, as of the date this Prospectus, there were no governmental, legal or arbitration proceedings either in progress or impending that would be likely to have or had in the past 12 months a material impact on the Group's financial position, earnings, operations or assets.

## 5. No significant or material change

Save as disclosed in this Prospectus, including with respect to the impact that the sanitary crisis resulting from the coronavirus (COVID-19) may have, there has been no significant change in the financial position or financial performance of the Issuer and the Group since September 30, 2020 and there has been no material adverse change in the prospects of the Issuer and the Group since December 31, 2019.

## 6. Financial statements

The statutory auditors of the Issuer are PricewaterhouseCoopers Audit and Deloitte & Associés, who have audited the Issuer's consolidated financial statements in accordance with generally accepted auditing standards in France for each of the two financial years ended December 31, 2018 and 2019. Their audit reports on these financial statements were issued with unqualified opinions. PricewaterhouseCoopers Audit and Deloitte & Associés have rendered a limited review report on the Issuer's unaudited consolidated interim financial statements as at and for the six-month period ended June 30, 2020. The auditors are independent statutory auditors with respect to the Issuer as required by the laws of the French Republic and under the applicable rules of the *Compagnie Nationale des Commissaires aux Comptes*.

PricewaterhouseCoopers Audit is a member of the *Compagnie régionale des Commissaires aux comptes de Versailles*.

Deloitte & Associés is a member of the *Compagnie régionale des Commissaires aux comptes de Versailles*.

## 7. Documents

Copies of the following documents are available for inspection, free of charge, during normal business hours on any weekday (except Saturdays, Sundays and public holidays) at the registered office of the Issuer:

- (a) the *statuts* of the Issuer;
- (b) this Prospectus and any other documents incorporated by reference in this Prospectus.

In addition, this Prospectus and documents incorporated by reference herein, will be published on the websites of the Issuer ([www.michelin.com](http://www.michelin.com)) and the AMF ([www.amf-france.org](http://www.amf-france.org)).

The *statuts* of the Issuer are available on the website of the Issuer only ([www.michelin.com](http://www.michelin.com)).

Any websites included in this Prospectus are for information purposes only and the information in such websites does not form any part of this Prospectus unless that information is incorporated by reference into the Prospectus.

## 8. Yield

The yield of the Bonds calculated on the Issue Date on the basis of the Issue Price is set out below. It is not an indication of future yield.

Bonds	Yield
2028 Bonds	0.014 per cent <i>per annum</i>
2032 Bonds	0.289 per cent <i>per annum</i>
2040 Bonds	0.654 per cent <i>per annum</i>

## **9. Currency**

All references in this document to “euro”, “EUR” and “€” refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community (signed in Rome on March 25, 1957), as amended.

## **10. Ratings**

The Issuer is rated A- with a negative outlook by S&P and A- with stable outlook by Fitch. The Bonds have been assigned a rating of A- by S&P and A- by Fitch. S&P and Fitch are established in the European Union, registered under Regulation (EC) No. 1060/2009, as amended (the “**CRA Regulation**”) and included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the CRA Regulation. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

## **11. Material interest**

Save as discussed in the section entitled “*Subscription and Sale*”, so far as the Issuer is aware, no person involved in the issue of the Bonds has any interest, including conflicting ones, that is material to the issue.

## **12. Conflicts of Interest**

The Issuer certifies that, to the best of its knowledge, there are no potential conflicts of interests between any duties owed to the Issuer by members of its administrative management body and their private interests or other duties.

## **13. Forward-looking statements**

This Prospectus contains or incorporates by reference objectives, forecasts or other forward-looking statements that may be identified by the use of words such as “anticipate,” “believe,” “expect,” “estimate,” “plan,” “outlook,” and “project” and other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. Such objectives, forecasts or other forward-looking statements with respect to revenues, earnings, performance, strategies, prospects and other aspects of the businesses of the Group, as well as assumptions and analysis made by the Group in light of its perception of historical trends, current conditions and expected future developments and other factors it believes are appropriate in the circumstances. By their nature, forward-looking statements involve known and unknown risks, uncertainties and assumptions that could cause actual results, performance and the timing of events to differ materially from those expressed or implied by the forward-looking statements.

These forward-looking statements speak only as of the date on which the statements were made, and no obligation has been undertaken to publicly update or revise any forward-looking statements made in this Prospectus or elsewhere as a result of new information, future events or otherwise, except as required by applicable laws and regulations.

## **14. Legal Entity Identifier (LEI)**

The Issuer’s Legal Entity Identifier (LEI) is: 549300SOSI58J6VIW052.

## PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE PROSPECTUS

We hereby certify that the information contained in this Prospectus is, to the best of our knowledge, in accordance with the facts and contains no omission likely to affect its import.

October 29, 2020

Compagnie Générale des Établissements Michelin  
23, place des Carmes-Déchaux  
63000 Clermont-Ferrand  
France

Duly represented by Mr. Jean-François Bouffard, *Directeur des Affaires Financières* of the Issuer and Mr. Luc Bonnet, *Direction des Affaires Financières – Opérations de Marché* of the Issuer, both acting by virtue of powers granted on 26 October 2020 by Mr. Yves Chapot, *Gérant* of the Issuer



This Prospectus has been approved by the AMF, in its capacity as competent authority under Regulation (EU) 2017/1129. The AMF has approved this Prospectus after having verified that the information it contains is complete, coherent and comprehensible within the meaning of Regulation (EU) 2017/1129.

This approval is not a favourable opinion on the Issuer and on the quality of the Bonds described in this Prospectus. Investors should make their own assessment of the opportunity to invest in such Bonds.

This Prospectus has been approved on October 29, 2020 and is valid until the date of admission of the Bonds to trading on Euronext Paris and shall, during this period and in accordance with the provisions of article 23 of the Regulation (EU) 2017/1129, be completed by a supplement to the Prospectus in the event of new material facts or substantial errors or inaccuracies. This Prospectus obtained the following approval number: n°20-533.

**ISSUER**

**Compagnie Générale des Établissements Michelin**  
23, place des Carmes-Déchaux  
63000 Clermont-Ferrand  
France

**GLOBAL COORDINATORS AND ACTIVE JOINT BOOKRUNNERS**

*In respect of the 2028 Bonds, the 2032 Bonds and the 2040 Bonds*

**BNP PARIBAS**  
16, boulevard des Italiens  
75009 Paris  
France

**HSBC France**  
103, avenue des Champs Élysées  
75008 Paris France

**ACTIVE JOINT BOOKRUNNERS**

*In respect of the 2028 Bonds, the 2032 Bonds and the 2040 Bonds*

**BANCO SANTANDER, S.A.**  
Ciudad Grupo Santander  
Avenida de Cantabria s/n  
Edificio Encinar, planta baja,  
28660, Boadilla del Monte,  
Madrid,  
Spain

**CITIGROUP GLOBAL MARKETS LIMITED**  
Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

**DEUTSCHE BANK AKTIENGESELLSCHAFT**  
Mainzer Landstraße 11-17  
60329 Frankfurt am Main  
Germany

**SMBC NIKKO CAPITAL MARKETS EUROPE GMBH**  
Neue Mainzer Straße 52-58,  
60311 Frankfurt  
Germany

**UNICREDIT BANK AG**  
Arabellastrasse 12  
81925 Munich  
Germany

**FISCAL AGENT, CALCULATION AGENT AND PAYING AGENT**

**CACEIS CORPORATE TRUST**  
14, rue Rouget de Lisle  
92130 Issy-les-Moulineaux  
France

**MAKE-WHOLE CALCULATION AGENT**

**AETHER FINANCIAL SERVICES**  
36, rue de Monceau  
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**AUDITORS OF THE ISSUER**

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France

*To the Issuer*  
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France

**LEGAL ADVISERS**

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France

*To the Joint Bookrunners*  
**Clifford Chance Europe LLP**  
1 rue d'Astorg  
75377 Paris Cedex 08  
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