

## CONDITIONS OF BONDS

THESE CONDITIONS OF BONDS shall apply to RENAULT JAPANESE YEN BONDS – ELEVENTH SERIES (2012) (the “Bonds”) issued pursuant to lawful authorization by RENAULT (the “Company”).

- (1) The aggregate principal amount of the Bonds is ¥32,300,000,000.
- (2) The Bonds are issued in the denomination of ¥100,000,000 each. No Bond shall be split into Bonds of a smaller denomination or consolidated with any other Bond. The date of issuance of the Bonds is June 15, 2012.

The Law Concerning Book-Entry Transfer of Corporate Bonds, Stocks, etc. of Japan (Law No. 75 of 2001, as amended) (the “Book-Entry Transfer Law”) shall apply to the Bonds and the transfer of and other matters relating to Bonds shall be dealt with in accordance with the Book-Entry Transfer Law and the business rules or other rules from time to time adopted by the Book-Entry Transfer Institution as set forth in Condition 6 pursuant to the Book-Entry Transfer Law in relation to its services relating to book-entry transfer of corporate bonds, etc. (collectively the “Business Rules”).

- (3) Certificates for the Bonds (“Bond Certificates”) shall not be issued except in such exceptional events as provided under the Book-Entry Transfer Law where the holders of Bonds (“Bondholders”) may make a request for the issue of Bond Certificates. In the event that Bond Certificates are issued, the Bond Certificates shall be issued exclusively in bearer form, together with interest coupons which have not been then due yet, and the Bondholders may not request that the Bond Certificates be exchanged for Bond Certificates in registered form or divided or consolidated. All expenses incurred in connection with the issue of such Bond Certificates shall be borne by the Company. If the Bond Certificates are issued, the manners of the calculation and payment of principal of and interest on the Bonds, the exercise of the rights under the Bonds by the Bondholders and the transfer of the Bonds, and all other matters in respect of the Bonds shall be subject to the then applicable Japanese law and the then prevailing market practice in Japan. In the event of any inconsistency between the provisions of these Conditions of Bonds and the then applicable Japanese law and the then prevailing market practice as aforesaid, such Japanese law and market practice as aforesaid shall prevail.
- (4) The period of extinctive prescription shall be ten (10) years for the payment of the principal of the Bonds and five (5) years for the payment of the interest on the Bonds.
- (5) Mizuho Corporate Bank, Ltd. acts as fiscal agent and issuing and paying agent of the Company in respect of the Bonds (the “Fiscal Agent”). The Fiscal Agent shall perform its duties and functions of fiscal agent and issuing and paying agent of the Company provided for in these Conditions of Bonds, the Business Rules and the Fiscal, Issuing and Paying Agency Agreement (the

“Fiscal Agency Agreement”) dated June 8, 2012 between the Company and the Fiscal Agent. The Fiscal Agent is acting solely on behalf of the Company and does not assume any obligation towards or relationship of agency or trust for or with the Bondholders. A copy of the Fiscal Agency Agreement together with these Conditions of Bonds shall be kept at the Head Office of the Fiscal Agent up to the expiry of one (1) year after the redemption date and shall be made available for perusal or photocopying by any Bondholder during normal business hours. All expenses incurred for such photocopying shall be borne by the applicant therefor.

No commissioned company for bondholders shall be appointed in respect of the Bonds.

The Company may from time to time vary the appointment of a fiscal agent and issuing and paying agent, provided that the appointment of the Fiscal Agent shall continue until a replacement fiscal agent and issuing and paying agent (provided that such replacement fiscal agent and issuing and paying agent shall be qualified to act as both issuing agent and paying agent pursuant to the Business Rules) shall be effectively appointed. In such case the Company shall give prior public notice thereof to the Bondholders.

The Company shall, without delay, appoint a replacement fiscal agent and issuing and paying agent (provided that such replacement fiscal agent and issuing and paying agent shall be qualified to act as both issuing agent and paying agent pursuant to the Business Rules) and give public notice to that effect to the Bondholders if the Book-Entry Transfer Institution notifies the Company that the Fiscal Agent will be disqualified as a designated issuing agent or paying agent .

As at the effective date of the appointment, the replacement fiscal agent and issuing and paying agent shall succeed to and be substituted for the Fiscal Agent, and shall perform its duties and functions provided for in these Conditions of Bonds, the Business Rules and the Fiscal Agency Agreement, with the same effect as if the replacement fiscal agent and issuing and paying agent had been named as the Fiscal Agent therein and herein.

- (6) Japan Securities Depository Center, Incorporated (the “Book-Entry Transfer Institution”) acts as book-entry transfer institution (*furikae kikan*) for the Bonds under the Book-Entry Transfer Law. In these Conditions of Bonds, all references to the Book-Entry Transfer Institution shall be deemed to include any successor book-entry transfer institution as designated by the competent minister responsible for such matters pursuant to the Book-Entry Transfer Law.
- (7) The registration book for the Bonds shall be prepared and maintained by the Fiscal Agent at its Head Office on behalf of the Company.
- (8) The Bonds shall bear interest at the rate of 3.20% per annum of its principal amount.
- (9) The Bonds shall bear interest from and including June 16, 2012 to and including June 13, 2014 (subject to Condition 10), payable semi-annually in arrears in equal amounts on June 15 and December 15 of each year in respect of the six-month period to and including each such date; provided,

however, that the interest in respect of the period from and including December 16, 2013 to and including June 13, 2014 shall be payable on June 13, 2014. Each date set for the payment of interest in this Condition 9 is hereinafter referred to as an "Interest Payment Date". Interest for any period of other than six months shall be payable for the actual number of days included in such period, computed on the basis of a 365-day year. The total amount of interest payable to each Bondholder shall be calculated in accordance with the Business Rules.

- (10) The Bonds shall cease to bear interest after the date on which they become due for redemption; provided, however, that, should the Company fail to redeem any of the Bonds when due in accordance with these Conditions of Bonds, accrued interest on the principal amount of the Bonds then outstanding shall be paid for the actual number of days in the period from but excluding the due date to and including the date of actual redemption of such Bond, computed on the basis of a 365-day year at the interest rate of the Bonds specified in Condition 8. Such period, however, shall not exceed 14 days after the date on which the last public notice has been given by the Fiscal Agent pursuant to the second paragraph of Condition 15.
- (11) All payments of principal, interest and other revenues by or on behalf of the Company in respect of the Bonds shall be made free and clear of and without deduction or withholding for or on account of, any present or future taxes, duties or governmental charges of any nature whatsoever ("Withholding Taxes") imposed, levied, collected, or withheld by or in or on behalf of the Republic of France ("France") or any political subdivision or taxing authority therein or thereof having power to tax, unless such deduction or withholding is required by French law and regulation. In that event and to the fullest extent permitted by French law and regulation, the Company shall pay such additional amounts ("Additional Amounts") as may be necessary in order that the net amounts received by the Bondholders after such deduction or withholding, shall equal the respective amounts of principal and interest which would have been receivable by them had no such deduction or withholding been required. No such Additional Amounts shall, however, be payable on account of Withholding Taxes which are payable by reason of the Bondholder having, or having had, some connection with France other than the mere holding of the Bonds.

In these Conditions of Bonds, any reference to "principal" or "interest" in respect of the Bonds shall be deemed to include any Additional Amounts in respect of principal or interest which may be payable under this Condition 11.

If the Company becomes subject at any time to any taxing jurisdiction other than France, references in this Condition 11 and Condition 14 to France shall be construed as references to France and/or such other taxing jurisdiction.

All reasonable expenses necessary for the procedures under this Condition 11 shall be borne by the Company.

- (12) Unless previously redeemed or purchased and cancelled, the Bonds shall be redeemed on June 13, 2014 at a price equal to 100% of the principal amount.

Except as otherwise provided in these Conditions of Bonds and otherwise provided in the Business Rules, the Company may not prepay the principal of or interest on the Bonds in whole or in part.

- (13) The Company or any of its respective subsidiaries may purchase Bonds at any time at any price in the open market or otherwise and may at its option cancel or cause to be cancelled any Bond so purchased except otherwise provided in the Business Rules.
- (14) If (i) the Company would be obliged to pay any Additional Amounts pursuant to Condition 11 as a result of any change in, or amendment to, the laws or regulations of France (or any political subdivision or taxing authority therein or thereof having power to tax), or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective after the date of the issuance of the Bonds and (ii) such obligation cannot be avoided by the Company taking reasonable measures available to it, the Company may redeem all (but not less than all) of the Bonds then outstanding at any time at a price equal to 100% of the principal amount, together with interest accrued to the date fixed for redemption at the interest rate of the Bonds specified in Condition 8.

If the Company would be obliged to pay such Additional Amounts pursuant to Condition 11, but any law or regulation then in force in France (or any political subdivision or taxing authority therein or thereof having power to tax) does not permit the Company to pay such Additional Amounts in full, the Company shall redeem all (but not less than all) of the Bonds then outstanding at a price equal to 100% of the principal amount together with interest accrued to the date fixed for redemption at the interest rate of the Bonds specified in Condition 8 (but subject to such law or regulation), as soon as practicable, but in no event later than 60 days after (i) the date on which such law or regulation becomes effective or (ii) the date on which the Company becomes obliged to pay such Additional Amounts, whichever is later.

In the event of any redemption to be made pursuant to the Company's option or obligation under this Condition 14, the Company shall deliver to the Fiscal Agent a certificate signed by a duly authorized officer of the Company, stating (i) that the Company is or will be obliged to pay such Additional Amounts, (ii) that the Company elects or is obliged to redeem the Bonds pursuant to this Condition 14, (iii) the date set for redemption, (iv) the grounds giving rise to the redemption right or obligation of the Company under this Condition 14 in reasonable detail and (v) (in the case of the exercise of the redemption right by the Company) that the obligation of the Company to pay such Additional Amounts cannot be avoided by the Company taking reasonable measures available to it, together with an opinion of independent legal counsel of recognized standing which may be the one the Company has been using confirming the matters set forth in (i) and (iv) above. Such certificate and opinion shall be delivered at least 40 days prior to the proposed redemption date whereupon the Fiscal Agent shall give public notice of such matters at least 14 days prior to such redemption date. Such certificate and opinion and public notice to the Bondholders shall be irrevocable.

Any certificate and opinion delivered by the Company to the Fiscal Agent pursuant to this Condition 14 shall be kept at the Head Office of the Fiscal Agent up to the expiry of one (1) year after the redemption date, and shall be made available for perusal or photocopying by any Bondholder during normal business hours. All expenses incurred for such photocopying shall be borne by the applicant therefor.

All reasonable expenses necessary for the procedures under this Condition 14 (other than the expenses referred to the last sentence in the previous paragraph) shall be borne by the Company.

- (15) Payment of principal of and interest on a Bond shall be made by the Fiscal Agent (in its capacity as paying agent) through the relevant account management institution (*kouza kanri kikan*) (the “Account Management Institution”) with which Bondholders have opened their accounts to have the Bonds recorded or directly to the Bondholder in accordance with the Book-Entry Transfer Law, the Business Rules and any other applicable rules and methods of treatment adopted by the Book-Entry Transfer Institution. Notwithstanding the foregoing, at the time when the Fiscal Agent (acting in its capacity as such paying agent) allocated the necessary funds for the payment of principal of or interest on the Bonds received by it from the Company to the relevant Institution Participants (as defined in the Business Rules) (*kiko kanyusha*) which have opened their accounts to make book-entry transfer of the Bonds at the Book-Entry Transfer Institution, the Company shall be released from any obligation of such payment under these Conditions of Bonds.

If funds necessary for payment in full of the principal of or interest on the Bonds payable on any due date are received by the Fiscal Agent (in its capacity as paying agent) after such due date, the Fiscal Agent on behalf of the Company shall give public notice to that effect and of the method of payment and the actual payment date to the Bondholders as soon as practicable but not later than 14 days after its receipt of such funds. If at the time of such receipt either the method or the date of such payment (or both) is not determinable, the Fiscal Agent shall give public notice to the Bondholders of such receipt and of the method and/or the date of such payment to the extent the same have been determined, and give at a later date public notice to the Bondholders of the method and/or the date of such payment promptly upon determination thereof. All reasonable expenses incurred in connection with the said public notice shall be borne by the Company.

- (16) (A) The Bonds constitute direct, general unconditional, unsecured (except where any security is provided for the Bonds pursuant to the paragraph (B) of this Condition 16) and unsubordinated obligations of the Company and rank and will rank *pari passu* among themselves and, without any preference one over the other by reason of priority of date of creation, currency of payment or otherwise, equally and rateably with all other present and future unsecured and unsubordinated obligations of the Company, subject to such exceptions as are from time to time mandatory under the applicable law.

- (B) So long as any of the Bonds remains outstanding, the Company will not create or permit to subsist any mortgage, charge, pledge, lien or other security interest upon the whole or any part of its assets, present or future, to secure any present or future Indebtedness (as defined below) incurred or guaranteed by it (whether before or after the issue of the Bonds) unless the Company's obligations under the Bonds are equally and rateably secured therewith. For the purposes of this Condition 16 (B), "Indebtedness" means any present or future indebtedness for borrowed money, represented by bonds, notes, debentures or other assimilated debt securities which have been publicly offered, or are for the time being, or are capable of being, quoted, admitted to trading or ordinarily traded in on any stock exchange, over-the-counter market or other securities market.
- (17) If any security is provided for the Bonds under Condition 16 (B), the Company shall take any and all steps necessary for creation and perfection of such security in accordance with the provisions of Condition 16 (B) and applicable laws and regulations. Upon creation and perfection of such security, the Company shall give public notice, stating that such security has been duly and validly created and perfected in accordance with the provisions of Condition 16 (B) and applicable laws and regulations. All expenses incurred in connection with the creation, perfection, maintenance and execution of such security shall be borne by the Company.
- (18) If any of the events ("Events of Default") specified in (a) through (e) below shall have occurred and be continuing:
- (a) the Company defaults in making the payment of any interest due in respect of the Bonds or any of them and such default continues for a period of 14 days; or
  - (b) the Company fails to perform or observe any of its other obligations under these Conditions of Bonds and (except where such failure is incapable of remedy when no such notice or continuation as is hereinafter mentioned will be required) such failure continues for the period of 30 days next following the service by the Fiscal Agent on the Company of notice requiring the same to be remedied at the request of any Bondholder; or
  - (c) any Relevant Indebtedness (as defined below) of the Company becomes due and repayable prematurely by reason of an event of default (however described) or the Company fails to make any payment in respect thereof on the due date for such payment as extended by any applicable grace period as originally provided or the security for any such Relevant Indebtedness becomes enforceable unless, in each case, the Company is contesting in good faith in a court of competent jurisdiction that such Relevant Indebtedness is due or that such security is enforceable.

"Relevant Indebtedness" means Indebtedness (as defined in Condition 16 (B)) other than the Bonds which (either alone or when aggregated with the principal amounts of any other such Indebtedness in respect of which any of the events described above have occurred) amounts to

at least EUR 50,000,000 or equivalent thereof in aggregate principal amount; or

- (d) the Company shall cease or threaten to cease to carry on the whole or the major part of its business either through the Company or any of its consolidated subsidiaries, or the Company shall cease generally to pay, or shall be unable to, or shall admit inability to, service its debt as it falls due, or shall be adjudicated or found bankrupt or insolvent; or
- (e) (i)(x) the Company applies for the appointment of a conciliator (*conciliateur*), or (y) the Company ceases to pay its debts generally as and when they fall due or enter into an amiable settlement (*procédure de conciliation*) with its creditors, or (z) a judgment is issued for the judicial liquidation (*liquidation judiciaire*) of the Company or for a transfer of the whole of its business (*cession totale de l'entreprise*), or (ii) in the absence of legal proceedings, (x) the Company makes a conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors, or (y) a resolution is passed for its winding-up or dissolution except in connection with a merger or other reorganization, consolidation or amalgamation pursuant to which the surviving entity assumes all of the obligations of the Company with respect to the Bonds,

then and in each and every such case, any Bond shall, upon written notice to the Company at the Head Office of the Fiscal Agent from the then holder thereof and presentation of a certificate (the "Certificate") issued by the Book-Entry Transfer Institution or the relevant Account Management Institution, certifying holding of such Bond to the Fiscal Agent, mature and become due and payable, unless such Bond shall have already become due and payable, upon the date that such written notice is received by the Fiscal Agent at its Head Office on behalf of the Company at a price equal to 100% of the principal amount hereof, together with accrued interest to such date, unless prior to such date all Events of Default in respect of all the Bonds shall have been cured.

If any of the Events of Default set forth in items (a) through (e) above of this Condition 18 has occurred, the Company shall immediately notify the Fiscal Agent and the Fiscal Agent gives public notice thereof to the Bondholders.

If any circumstance exists which would with the lapse of time or the giving of notice or both constitute any of the Event of Default as set forth in items (a) through (e) above of this Condition 18, the Company shall immediately when such circumstance comes to the knowledge of the Company notify the Fiscal Agent and the Fiscal Agent shall give public notice thereof to the Bondholders on behalf of the Company. For the avoidance of doubt, the giving of such notice shall in no event be deemed to constitute the acknowledgement by the Company of the occurrence of such an Event of Default.

All expenses necessary for the procedures under this Condition 18 shall be borne by the Company.

- (19) The Company shall convene a Bondholders' meeting to consider any matters which relate to the interests of Bondholders in the event: that Bondholders

holding at least one tenth (1/10) of the aggregate principal amount of the Bonds then outstanding, acting either jointly or individually, so request in writing to the Fiscal Agent at its Head Office, provided that such Bondholders shall have presented to the Fiscal Agent at its Head Office on behalf of the Company the relevant Certificates; or that the Company deems it necessary to hold a Bondholders' meeting by giving written notice at least 35 days prior to the proposed date of the meeting to the Fiscal Agent.

When a Bondholders' meeting is to be convened, the Company shall give public notice of the Bondholders' meeting at least 21 days prior to the date of such meeting. The Company ensures that the Fiscal Agent shall perform, on behalf of the Company, the administrative procedure for convocation of a Bondholder's meeting and expedite the proceeding thereof.

The Bondholders may exercise their vote either by themselves at the relevant Bondholders' meeting, by proxy, or in writing or (in the event that the Company permits the exercise of the voting rights by electronic method) by an electronic method pursuant to the rules established by the Company or the Fiscal Agent on behalf of the Company. At any Bondholders' meeting, each Bondholder shall have voting rights in proportion to the aggregate principal amount of the Bonds (other than the redeemed amount) held by him; provided, however, that the relevant Certificates shall have been presented to the Fiscal Agent at its Head Office on behalf of the Company at least 7 days prior to the date set for such meeting and to the Company or the Fiscal Agent on behalf of the Company at such meeting on the date thereof; and provided, further, that such Bondholder shall not make an application for book-entry transfer or an application for obliteration of such Bonds unless he returns the relevant Certificates to the Book-Entry Transfer Institution or the relevant Account Management Institution.

Resolutions at such Bondholders' meeting shall be passed by a majority vote of the voting rights of the Bondholders present at such meeting; provided, however, that Extraordinary Resolution is required with respect to the following items:

- (a) a grace of payment, an exemption from liabilities resulting from a default, or settlement, to be effected with respect to all the Bonds (other than the matters referred to in (b) below);
- (b) a procedural act to be made with respect to all the Bonds, or all acts pertaining to bankruptcy, corporate reorganization or similar proceedings; and
- (c) the election or dismissal of representative(s) of the Bondholders who may be appointed and authorized by resolution of a Bondholders' meeting to make decisions on matters to be resolved at a Bondholders' meeting (provided such representative(s) must hold one-thousandth (1/1,000) or more of the aggregate principal amount of the Bonds (excluding the redeemed amount)) (the "Representative(s) of the Bondholders") or an executor (the "Executor") who may be appointed and authorized by resolution of a Bondholders' meeting so as to execute the resolutions of the Bondholders' meeting, or the change in any matters entrusted to them.



“Extraordinary Resolution” means a resolution passed at a Bondholders’ meeting by one-fifth (1/5) or more of the votes representing the aggregate principal amount of the Bonds then outstanding and two-thirds (2/3) or more of the votes of the Bondholders present at such meeting.

For the purposes of calculating the number of votes exercised at a Bondholders’ meeting, the Bondholders who have exercised their votes by proxy or in writing or (in the event that the Company permits the exercise of the voting rights by electronic method) by an electronic method shall be deemed to have attended and voted at such meeting.

A resolution passed pursuant to this Condition 19 shall be binding on all the Bondholders whether present or not at such Bondholders’ meeting to the extent permitted by the applicable Japanese law, and shall be carried out by the Representative(s) of the Bondholders or the Executor appointed by the Bondholders at the meeting pursuant to this Condition 19(c).

A Bondholders’ meeting shall be held in Tokyo, Japan.

For the purpose of this Condition 19, the Bonds then held by the Company and any of its respective subsidiaries shall be disregarded and deemed not to be outstanding.

All expenses necessary for the procedures under this Condition 19 shall be borne by the Company.

- (20) If any due date for the payment of interest on, or principal of, the Bonds falls on a day which is not a day on which banks are open for business in Tokyo, Japan, the Bondholders shall not be entitled to payment of the amount due until the next following day on which banks are open for business in Tokyo, Japan, nor shall they be entitled to the payment of any further or additional interest or other payment in respect of such delay.
- (21) Except as otherwise provided in these Conditions of Bonds, the place of performance of obligations pertaining to the Bonds is Tokyo, Japan.
- (22) The Bonds and all the rights and obligations of all the parties concerned, including the Bondholders, arising thereunder shall in all respects be governed by the laws of Japan, except with respect to authorization and decisions of the Company regarding the issue of the Bonds which are governed by French law.
- (23) Any legal or other judicial action against the Company relating to the Bonds or these Conditions of Bonds may be instituted in the Tokyo District Court and any Japanese court competent under Japanese law to hear appeals from such court, to the jurisdiction of which the Company hereby expressly, unconditionally and irrevocably agree to submit. Any such action against the Company may also be instituted in any other court of competent jurisdiction in other countries.
- (24) The Company hereby designates the address from time to time of CH Projects Management Ltd., currently at Chiyoda House 301, 17-8 Nagatacho 2-chome, Chiyoda-ku, Tokyo 100-0014, Japan as the address for the purpose of accepting service of process or other judicial documents in Tokyo in

connection with any such action instituted in Japan and appoints a director from time to time of CH Projects Management Ltd. as its authorized agent to accept such service of process or other judicial documents at such address. So long as any of the Bonds remains outstanding, the Company shall take any and all action (including the execution and filing of any and all documents and instruments) that may be necessary to effect and continue such designation and appointment in full force and effect. In the event that, for any reason, such agent shall no longer serve as the Company's agent to accept service of process or other judicial documents in Tokyo, the Company shall immediately appoint a successor authorized agent to serve and take any and all action that may be necessary in order that at all times the Company will maintain an agent to accept service of process or other judicial documents in Tokyo on its behalf. The Company shall notify the Fiscal Agent of the appointment of such successor agent and give a public notice thereof to the Bondholders. Nothing in this Condition 24 shall affect the right of the Bondholders to institute legal or other judicial action against the Company in any court of competent jurisdiction under applicable law or to serve process or other judicial documents in any manner otherwise permitted by applicable law.

- (25) In the event of a judgment or order against the Company being rendered or issued by any court for the payment of principal of or interest on the Bonds or any other amount payable in respect of the Bonds, and such judgment or order being expressed in a currency (the "Judgment Currency") other than Japanese yen, the Company shall pay to the Bondholders the amount necessary to make up any deficiency arising or resulting from any variation in rates of exchange between (i) the date as of which any amount expressed in Japanese yen is (or is to be treated as) converted to the Judgment Currency for the purposes of any such judgment or order (or part thereof) and (ii) the date or dates of discharge of such judgment or order (or part thereof). The above undertaking shall constitute a separate and independent obligation of the Company from its other obligations, shall give rise to a separate and independent cause of action against the Company, shall apply irrespective of any indulgence granted by any Bondholder from time to time and shall continue in full force and effect notwithstanding any judgment or order.
- (26) All public notices relating to the Bonds shall be given once in a daily Japanese newspaper published in both Tokyo and Osaka reporting on general affairs. Direct notification to individual Bondholders need not be made. Such public notices to be given by the Company shall, upon the request and at the expense of the Company, be given by the Fiscal Agent on behalf of the Company. The Fiscal Agency Agreement provides that the Company shall request the Fiscal Agent in writing to give such public notices on behalf of the Company whenever necessary under these Conditions of Bonds.
- (27) (A) (a) The Company shall not consolidate with or merge into any other corporation or other legal entity or (b) the Company shall not sell or transfer all or substantially all of its assets to, any other corporation or other legal entity, unless (i) the Company shall be the surviving corporation in the case of a merger, or if the Company is not the surviving entity, the surviving, resulting, purchasing or acquiring corporation or legal entity (the "successor") shall be duly organized

and existing under the laws of France, Japan, the United States of America or any jurisdiction within the European Union, and shall, by operation of law or otherwise, expressly assume the due and punctual payment of the principal of and interest on the Bonds and all other amounts payable under these Conditions of Bonds and the due and punctual performance of all the covenants and obligations of the Company under the Bonds, these Conditions of Bonds and the Fiscal Agency Agreement (the obligations to be assumed by the successor under this sub-paragraph (i) being hereinafter referred to as the "Assumed Obligations"), (ii) immediately after such consolidation, merger, sale or transfer (collectively "Reorganization"), no Event of Default and no event which would with the lapse of time or the giving of notice or both constitute an Event of Default, in either case in respect of the successor, shall have occurred and be continuing, (iii) the successor shall comply with all requirements of applicable law (including, without limitation, the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) as may be necessary for due assumption by the successor of the Assumed Obligations and (iv) at the time of such Reorganization, there is no law or regulation which is in effect or to become effective or is publicly known to have been proposed and which may give rise to the right or obligation of the successor to redeem the Bonds pursuant to Condition 14, provided that this sub-paragraph (iv) shall not prevent any such Reorganization if such law or regulation would give rise to the redemption right or obligation under Condition 14 even if such Reorganization were not to occur.

- (B) Not later than (i) the 30th day prior to the date on which any Reorganization is expected to take effect or (ii) (if such Reorganization is referred to the shareholders of the Company for adoption or approval prior to such 30th day) the date on which such Reorganization shall be so referred to the shareholders, the Company shall give notice thereof in writing to the Fiscal Agent and furnish to the Fiscal Agent a certificate of a duly authorized officer of the Company and an opinion of independent legal counsel of recognized standing which may be the one the Company or the successor has been using, in a form satisfactory to the Fiscal Agent each stating that all conditions to such Reorganization set forth in Condition 27 (A) (provided, however, that the opinion may refer to only the conditions (i), (iii) and (iv) of (A) above) which are capable of satisfaction prior to the date on which any Reorganization takes effect (the "effective date") have been satisfied and that the Assumed Obligations are, or as at the effective date will be, legal, valid and binding obligations of the successor in accordance with their terms. The Company shall ensure that, promptly after the effective date, the successor will give public notice thereof stating that all conditions to such Reorganization set forth in Condition 27 (A) above have been met (including the certificate of a duly authorized officer of the successor and an opinion of independent legal counsel of recognized standing which may be the one the Company or the successor has been using (provided, however, that the opinion may refer to only the conditions (i), (iii) and (iv) of (A) above)). Upon receipt by the Fiscal Agent of the notice from the Company under this Condition 27 (B), the Fiscal Agent shall give public notice of the relevant matters on behalf of the Company.

- (C) As at the effective date of any Reorganization, the successor shall succeed to and be substituted for the Company, and may exercise every right and power of the Company and be subject to all the obligations of the Company, under the Bonds, these Conditions of Bonds and the Fiscal Agency Agreement, with the same effect as if the successor had been named as the Company therein and herein.
- (D) All expenses necessary for the procedures under this Condition 27 shall be borne by the Company or, as the case may be, the successor.

The said certificate and opinion shall be kept at the Head Office of the Fiscal Agent up to the expiry of one (1) year after the redemption date, and shall be made available for perusal or photocopying by any Bondholder during normal business hours. All expenses incurred for such photocopying shall be borne by the applicant therefor.