



Euro 400,000,000 Undated Deeply Subordinated Fixed Rate Resettable Notes (the "Notes")

**Issue Price: 99.989 per cent.
issued under the Euro 3,000,000,000
Euro Medium Term Note Programme**

This document constitutes a prospectus (the "**Prospectus**") for the purposes of Article 5.3 of Directive 2003/71/EC, as amended (the "**Prospectus Directive**") and the relevant implementing measures in France.

Application has been made for approval of this Prospectus to the *Autorité des marchés financiers* (the "**AMF**") in France in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général*, which implements the Prospectus Directive. Application has been made to Euronext Paris for the Notes to be admitted to trading on the regulated market of Euronext in Paris ("**Euronext Paris**"). Euronext Paris is a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU as amended from time to time, appearing on the list of regulated markets issued by the European Securities Market Authority ("**ESMA**").

The Notes of Arkema (the "**Issuer**" or "**Arkema**") will be issued on 17 June 2019 (the "**Issue Date**") under its Euro 3,000,000,000 Euro Medium Term Note Programme. Principal and interest and other amounts (including Arrears of Interest and/or Additional Interest Amounts) on the Notes constitute direct, unconditional, unsecured and Deeply Subordinated Obligations (*titres subordonnés de dernier rang*) of the Issuer and rank and will rank *pari passu* among themselves and *pari passu* with all other present or future Deeply Subordinated Obligations, but shall be subordinated to (i) the *titres participatifs* which may be issued by, and (ii) the *prêts participatifs* which may be granted to, the Issuer, to (iii) Ordinary Subordinated Obligations and (iv) to Unsubordinated Obligations of or issued by the Issuer (as all such terms are defined in "Terms and Conditions of the Notes – Status of the Notes – Deeply Subordinated Notes"). See "Terms and Conditions of the Notes – Status of the Notes – Deeply Subordinated Notes" herein.

Unless previously redeemed in accordance with "Terms and Conditions of the Notes – Redemption and Purchase", and subject to the further provisions described in "Terms and Conditions of the Notes – Interest", the Notes shall bear interest on their principal amount:

- (i) from, and including, the Issue Date to, but excluding, 17 September 2024 (the "**First Reset Date**"), at a rate of 2.750 per cent. *per annum*;
- (ii) from and including the First Reset Date to, but excluding, 17 September 2029 (the "**First Step-up Date**"), at an interest rate *per annum* which shall be equal to the sum of the Reference Rate of the relevant Reset Period and the Initial Margin;
- (iii) from and including the First Step-up Date to, but excluding, 17 September 2044 (the "**Second Step-up Date**"), at an interest rate *per annum* which will be subject to a reset every five years and shall be equal to the sum of the Reference Rate of the relevant Reset Period, the Initial Margin and the First Step-up Margin; and
- (iv) from and including the Second Step-up Date, to, but excluding, the date on which the Issuer redeems the Notes, at an interest rate *per annum* which will be subject to a reset every five years and shall be equal to the sum of the Reference Rate of the relevant Reset Period, the Initial Margin and the Second Step-up Margin,

provided that the Initial Margin shall be of 2.865 per cent. *per annum*, the First Step-up Margin shall be 0.25 per cent. *per annum* and the Second Step-up Margin shall be of 1.00 per cent. *per annum*.

Each Interest Amount shall be payable annually in arrear on 17 September of each year, commencing on 17 September 2020 (each an "**Interest Payment Date**"), provided that (i) there will be a long first coupon for the period from and including the Issue Date to, but excluding, 17 September 2020 and (ii) in no event shall the applicable interest rate (including any margin) be less than zero.

Interest payments under the Notes may be deferred in whole or in part at the option of the Issuer, as set out in "Terms and Conditions of the Notes – Interest – Interest Deferral" herein.

The Notes do not contain events of default nor cross default.

The Notes are undated and have no final maturity. The Issuer may, at its option, redeem all, but not some only, of the Notes at their principal amount (together with any accrued interest and Arrears of Interest (including Additional Interest Amounts thereon)) (i) on any date during the period commencing on (and including) 17 June 2024 (being the date falling three (3) months prior to the First Reset Date) and ending on (and including) the First Reset Date, or (ii) upon any Interest Payment Date thereafter, as set out in "Terms and Conditions of the Notes – Redemption and Purchase – Optional Redemption". In addition, the Issuer may redeem all, but not some only, of the Notes upon the occurrence of a Gross-Up Event, a Withholding Tax Event, a Tax Deductibility Event, an Accounting Event, a Rating Event or a Repurchase Event. See "Terms and Conditions of the Notes – Redemption and Purchase" herein. The Issuer may also, at any time, redeem all, but not some only, of the Notes

following the occurrence of a Change of Control Call Event. See “Terms and Conditions of the Notes – Redemption and Purchase – Redemption following a Change of Control Call Event”. If such Change of Control Call Option is not exercised, the interest payable on the Notes will be increased by an additional margin of 5.00 per cent. *per annum*.

The Notes will be in bearer dematerialised form (*au porteur*) in the denomination of Euro 100,000 inscribed as from the Issue Date in the books of Euroclear France (“**Euroclear France**”) which shall credit the accounts of the Account Holders (as defined in “Terms and Conditions of the Notes”) including Euroclear Bank SA/NV (“**Euroclear**”) and the depositary bank for Clearstream Banking, S.A. (“**Clearstream**”). The Notes will at all times be represented in book entry form (*dématérialisés*) in the books of the Euroclear France Account Holders in compliance with Articles L.211-3 and R.211-1 of the French *Code monétaire et financier*. 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 Notes.

The Notes have been rated BBB- by S&P Global Ratings Europe Limited (“**S&P**”) and Ba1 by Moody’s Deutschland GmbH (“**Moody’s**”). The Issuer’s long term debt is currently rated BBB+ (stable outlook) by S&P and Baa2 (positive outlook) by Moody’s. As of the date of this Prospectus, S&P and Moody’s are established in the European Union and registered under Regulation (EC) No. 1060/2009 on credit ratings agencies, as amended (the “**CRA Regulation**”) and are included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority’s website (www.esma.europa.eu/page/List-registered-and-certified-CRAs). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

Prospective investors should carefully review and consider the section of this Prospectus entitled “Risk Factors” prior to purchasing any Notes.

Joint Lead Managers

BNP PARIBAS

CITIGROUP

NATIXIS

The date of this Prospectus is 12 June 2019

This document constitutes a prospectus for the purpose of Article 5.3 of the Prospectus Directive and for the purpose of giving information with regard to the Issuer, the Group (the “Group” being the Issuer, its subsidiaries and its shareholdings taken as a whole) and the Notes which, according to the particular nature of the Issuer and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer.

This Prospectus should be read and construed in conjunction with the documents incorporated by reference (see “Documents Incorporated by Reference”) and, each of which shall be incorporated in, and form part of, this Prospectus.

No person has been authorised to give any information or to make any representation other than those contained in this Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of BNP Paribas, Citigroup Global Markets Limited and Natixis (together, the “Joint Lead Managers”). 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 that there has been no adverse change in the financial position of the Issuer or the Group since the date hereof or that any other information supplied in connection with this Prospectus is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. No Notes may be offered or sold, directly or indirectly, and none of this Prospectus or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus comes are required by the Issuer and the Joint Lead Managers to inform themselves about and to observe any such restriction. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the United States, the United Kingdom and France. For a description of certain restrictions on offers and sales of Notes and distribution of this Prospectus, see “Subscription and Sale” below.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”), or with any securities regulatory authority of any state or other jurisdiction of the United States. Subject to certain exceptions, Notes may not be offered or sold within the United States or to or for the account or benefit of, U.S. persons as defined in Regulation S under the Securities Act (“Regulation S”).

This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Joint Lead Managers to subscribe for, or purchase, any Notes.

To the fullest extent permitted by law, none of the Joint Lead Managers accept any responsibility for the contents of this Prospectus or for any other statement, made or purported to be made by a Joint Lead Manager or on its behalf in connection with the Issuer or the issue and offering of the Notes. Each Joint Lead Manager accordingly disclaims all and any liability whether arising in tort or contract or otherwise which it might otherwise have in respect of this Prospectus or any such statement. Neither this Prospectus nor any other information incorporated by reference in this Prospectus is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer or the Joint Lead Managers that any recipient of this Prospectus should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained, or incorporated by reference, in this Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Joint Lead Managers undertakes to review the financial condition or affairs of the Issuer or the Group during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Joint Lead Managers.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014, (as amended, the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

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 Notes, taking into account the five categories referred to in item 18 of the Guidelines on MiFID II product governance requirements published by ESMA on 5 February 2018, has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "Distributor") should take into consideration the manufacturers' target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

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RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. The risk factors may relate to the Issuer or any of its subsidiaries.

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

The Issuer believes that the factors described below represent the main risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Notes may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding the Notes are exhaustive. The risks described below are not the only risks the Issuer faces.

Additional risks and uncertainties not currently known to the Issuer or that are currently believed to be immaterial could also have a material impact on its business operations. Prospective investors should also read the detailed information set out elsewhere in the Prospectus and in any documents incorporated by reference and reach their own views prior to making any investment decision. In particular, investors should make their own assessment as to the risks associated with the Notes prior to investing in the Notes.

All capitalised terms used and not defined in this section are defined in the Terms and Conditions of the Notes or elsewhere in this Prospectus.

1. RISK FACTORS RELATING TO THE ISSUER

Risks factors relating to the Issuer are described on pages 58 to 70 of the 2018 Registration Document, as defined and further described under “Documents Incorporated by Reference” in the Prospectus and include notably the followings:

- industrial risks,
- compliance, societal expectations and internal control,
- operational risks,
- project and innovation risks,
- economic and business risks,
- IT risks,
- financial risks,
- talent and skills risks, and
- insurance cover default risks.

2. RISK FACTORS RELATING TO THE NOTES

The following paragraphs describe the general risks relating to the Notes and the risks related to the particular structure of the Notes, which are the main risk factors that the Issuer believes are material to the Notes to be offered and/or listed and admitted to trading in order to assess the market risk associated with these Notes. Prospective investors should consult their own financial and legal advisers about risks associated with an investment in the Notes and the suitability of investing in the Notes in light of their particular circumstances.

GENERAL RISKS RELATING TO THE NOTES

Please refer to pages 3 to 7 of the Base Prospectus which are incorporated by reference in this Prospectus, provided that references in the section “General Risks relating to the Notes” of the Base Prospectus (i) to the “relevant Final Terms” or the “Base Prospectus” shall be deemed to refer to the “Prospectus” and (ii) to the “Dealers” shall be deemed to refer to the “Joint Lead Managers”.

The section “General Risks relating to the Notes” of the Base Prospectus include the following risk factors:

- Independent Review and Advice
- Modification and waivers
- No active Secondary/Trading Market for the Notes
- Provision of Information
- Potential Conflicts of Interest
- Exchange Rates risks and exchange controls
- Legality of Purchase
- Credit ratings may not reflect all risks
- Taxation
- Market Value of the Notes
- Change of Law
- Credit risk
- French Insolvency Law
- The proposed financial transaction tax, and
- U.S. Foreign Account Tax Compliance Act Withholding risk.

RISKS RELATED TO THE STRUCTURE OF THE NOTES

The Notes may not be a suitable investment for all investors

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable.

Prospective purchasers should also consult their own tax advisers as to the tax consequences of the purchase, ownership and disposition of Notes.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to investment laws and regulations, or to review and/or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) the Notes are legal investments for it, (ii) the Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any of the Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of the Notes under any applicable risk-based capital or similar rules.

The Notes are lowest ranking subordinated obligations of the Issuer

The Issuer's obligations under the Notes are direct, unconditional, unsecured and lowest ranking subordinated obligations (*engagements subordonnés de dernier rang*) of the Issuer and rank and will rank *pari passu* among themselves. In the event of any judgment rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer, or in the event of a transfer of the whole of the business of the Issuer (*cession totale de l'entreprise*) subsequent to the opening of a judicial recovery procedure (*redressement judiciaire*), or if the Issuer is liquidated for any other reason (other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency whereby the surviving entity assumes all obligations of the Issuer under the Notes), the rights of Noteholders to payment under the Notes will be subordinated to the

full payment of the unsubordinated creditors of the Issuer (including holders of Unsubordinated Notes), of the ordinary subordinated creditors of the Issuer (including holders of Ordinary Subordinated Notes), of lenders in relation to *prêts participatifs* granted to the Issuer and of holders of *titres participatifs* issued by the Issuer, if and to the extent that there is still cash available for those payments. Thus, the Noteholders face a higher recovery risk than holders of unsubordinated and ordinary subordinated obligations of the Issuer.

The claims of the Noteholders under the Notes are intended to be senior only to claims of shareholders. There are currently no instruments of the Issuer that rank junior to the Notes other than the ordinary shares of the Issuer.

The Notes are undated securities

The Notes are undated securities, with no specified maturity date. The Issuer is under no obligation to redeem or repurchase the Notes at any time, and the Noteholders have no right to require redemption of the Notes, except if a judgment is issued for the judicial liquidation (*liquidation judiciaire*) of the Issuer or, following an order of judicial reorganisation (*redressement judiciaire*), the sale of the whole of the business (*cession totale de l'entreprise*) of the Issuer or in the event of the voluntary dissolution of the Issuer or if the Issuer is liquidated for any other reason (and in all the cases above, other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency whereby the surviving entity assumes all obligations of the Issuer under the Notes). Therefore, prospective investors should be aware that they may be required to bear the financial risks of an investment in the Notes for an indefinite period of time and may not recover their investment in a foreseeable future.

There are no events of default or cross default under the Notes

The Terms and Conditions of the Notes do not provide for events of default or cross default allowing acceleration of the Notes if certain events occur. Accordingly, if the Issuer fails to meet any obligations under the Notes, including the payment of any interest, investors will not have the right of acceleration of principal. Upon a payment default, the sole remedy available to Noteholders for recovery of amounts owing in respect of any payment of principal or interest on the Notes will be the institution of proceedings to enforce such payment. Notwithstanding the foregoing, the Issuer will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

The Terms and Conditions of the Notes contain a prohibition of set-off

In accordance with Condition 2.3 (*Prohibition of set-off*) and subject to applicable law, no Noteholder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Notes and each Noteholder shall, by virtue of its holding of any Note, be deemed to have waived all such rights of set-off, compensation or retention.

Deferral of interest payment

On any applicable Interest Payment Date, the Issuer may elect to defer payment of all or part of the interest accrued to that date, and any such failure to pay shall not constitute a default by the Issuer for any purpose.

Any interest not paid on an applicable Interest Payment Date and deferred shall constitute Arrears of Interest and may be paid, in whole or in part, at any time, provided that all Arrears of Interest (together with any Additional Interest Amounts thereon) in respect of all Notes for the time being outstanding shall become due and payable in whole, but not in part, on the date which is the earliest of:

- i. the tenth (10th) Business Day following the date on which a Mandatory Payment Event occurs;
- ii. the next scheduled Interest Payment Date in respect of which the Issuer does not elect to defer all of the interest accrued in respect of the relevant Interest Period;
- iii. the date on which the Notes are redeemed; or
- iv. the date upon which a judgment is made for the judicial liquidation of the Issuer (*liquidation judiciaire*), or in the event of a transfer of the whole of the business of the Issuer (*cession totale de l'entreprise*) subsequent to the opening of a judicial reorganisation (*redressement judiciaire*) or in the event of the voluntary dissolution of the Issuer or if the Issuer is liquidated for any other reason (and in all cases listed above, other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency whereby the surviving entity assumes all obligations of the Issuer under the Notes).

Any deferral of interest payments, or the perception that the Issuer will need to exercise its optional deferral right, will be likely to have an adverse effect on the market price of the Notes. In addition, as a result of the above provisions of the Notes, the market price of the Notes may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to the above provisions and may be more sensitive generally to adverse changes in the Issuer's financial condition.

The Noteholders have no voting rights in shareholders' meeting

The Notes do not grant voting rights in the Issuer's shareholders' meeting. Therefore, Noteholders cannot influence any decisions by the Issuer including with respect to deferring interest payments or optionally settling Arrears of Interest or any other decisions by the Issuer's shareholders' meeting concerning the capital structure or any other matters relating to the Issuer.

Early Redemption Risk

The Issuer may redeem all of the Notes (but not some only) (i) as of any date during the period from and including 17 June 2024 (being the date falling three (3) months prior to the First Reset Date) to and including the First Reset Date and (ii) upon any Interest Payment Date thereafter, and at any time, following the occurrence of a Gross-Up Event, a Withholding Tax Event, a Tax Deductibility Event, an Accounting Event, a Rating Event, a Change of Control Call Event or a Repurchase Event, as outlined in the "Terms and Conditions of the Notes".

In the event of an early redemption at the option of the Issuer following the occurrence of a Gross-Up Event, a Withholding Tax Event, a Change of Control Call Event or a Repurchase Event, such early redemption of the Notes will be made at the principal amount of the Notes together with any accrued interests and Arrears of Interest (including any Additional Interest Amounts thereon), as outlined in the "Terms and Conditions of the Notes". In the event of an early redemption at the option of the Issuer following the occurrence of a Tax Deductibility Event, an Accounting Event or a Rating

Event, such early redemption of the Notes will be made (i) at the Early Redemption Price, *i.e.* 101 per cent. of the principal amount of the Notes (together with any accrued interest and Arrears of Interest (including Additional Interest Amounts thereon), where such redemption occurs prior to 17 June 2024 (being the date falling three (3) months prior to the First Reset Date), or (ii) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after 17 June 2024 (being the date falling three (3) months prior to the First Reset Date), as outlined in the “Terms and Conditions of the Notes”.

The redemption at the option of the Issuer might negatively affect the market value of the Notes. During any period when the Issuer may, or may be perceived to be able to, elect to redeem the Notes, the market value of the Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to 17 June 2024 (being the date falling three (3) months prior to the First Reset Date).

The Issuer may also redeem the Notes when its cost of borrowing is lower than the interest rate on the Notes. There can be no assurance that, at the relevant time, Noteholders will be able to reinvest the redemption proceeds at an effective interest rate as high as the return that would have been received on such Notes had they not been redeemed. Potential investors should consider reinvestment risk in light of other investments available at that time.

The Issuer is not required to redeem the Notes in the case of a Withholding Tax Event

There is uncertainty as to whether gross-up obligations in general, including those under the Terms and Conditions of the Notes, are enforceable under French law. If any payment obligations under the Notes, including the obligations to pay additional amounts under Condition 7 (*Taxation*), are held illegal or unenforceable under French law, the Issuer will have the right, but not the obligation, to redeem the Notes in accordance with Condition 5.3 (*Redemption for Taxation Reasons*). Accordingly, if the Issuer does not redeem the Notes upon the occurrence of a Withholding Tax Event as defined in the Terms and Conditions of the Notes, holders of Notes may receive less than the full amount due, and the market value of such Notes will be adversely affected.

No limitation on issuing or guaranteeing debt ranking senior or pari passu with the Notes

There is no restriction in the Terms and Conditions of the Notes on the amount of debt which the Issuer may issue or guarantee. The Issuer and any member of the Group may incur additional indebtedness or grant guarantees in respect of indebtedness of third parties, including indebtedness or guarantees that rank *pari passu* or senior to the obligations under and in connection with the Notes. The issue of any such securities or the incurrence of any such other liabilities may reduce the amount (if any) recoverable by Noteholders on a winding-up of the Issuer and/or may increase the likelihood of a deferral of interest payments under the Notes.

If the Issuer’s financial condition were to deteriorate, the Noteholders could suffer direct and materially adverse consequences, including loss of interest and, if the Issuer were liquidated (whether voluntarily or not), the Noteholders could suffer loss of their entire investment.

Any decline in the credit ratings of the Issuer may affect the market value of the Notes

The Notes have been assigned a rating by S&P and Moody's. The rating granted by each of S&P and Moody's or any other rating assigned to the Notes may not reflect the potential impact of all risks related to structure, market and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

In addition, each of S&P and Moody's or any other rating agency may change its methodologies for rating securities with features similar to the Notes in the future. This may include the relationship between ratings assigned to an issuer's senior securities and ratings assigned to securities with features similar to the Notes, sometimes called "notching". If the rating agencies were to change their practices for rating such securities in the future and the ratings of the Notes were to be subsequently lowered, this may have a negative impact on the trading price of the Notes.

Changes in rating methodologies may lead to the early redemption of the Notes

S&P or Moody's may change their rating methodology and as a result the Notes may no longer be assigned the same or higher category of equity credit at the date of their issue, in which case the Issuer may redeem all of the Notes (but not some only), as provided in Condition 5.5 (*Redemption following a Rating Event*).

The current IFRS accounting classification of financial instruments such as the Notes as equity instruments may change which may result in the occurrence of an Accounting Event

In June 2018, the IASB (International Accounting Standards Board) published the discussion paper DP/2018/1 on "Financial Instruments with Characteristics of Equity" (the "**DP/2018/1 Paper**"). While the final timing and outcome are uncertain, if the proposals set out in the DP/2018/1 Paper are implemented, the IFRS equity classification of financial instruments such as the Notes may change. If such a change leads to an Accounting Event, the Issuer will have the option to redeem, in whole but not in part, the Notes pursuant to Condition 5.4 (*Redemption following an Accounting Event*).

The implementation of any of the proposals set out in the DP/2018/1 Paper or any other similar such proposals that may be made in the future, including the extent and timing of any such implementation, if at all, is uncertain. Accordingly, no assurance can be given as to the future classification of the Notes from an accounting perspective or whether any such change may result in the occurrence of an Accounting Event, thereby providing the Issuer with the option to redeem the Notes pursuant to Condition 5.4 (*Redemption following an Accounting Event*). For a description of the risks related to the early redemption of the Notes, see the risk factor "Early redemption risk" above.

Interest Rate Risk

Interest on the Notes before the First Reset Date which are calculated at a fixed rate, involves the risk that subsequent changes in market interest rates may adversely affect the value of the Notes. A Noteholder is exposed to the risk that the value of the Notes could fall as a result of changes in the market interest rate. While the nominal interest rate of the Notes specified herein is fixed up to (but excluding) the First Reset Date, the current interest rate on the capital markets ("**market interest rate**") typically varies on a daily basis. As the market interest rate changes, the value of the Notes would typically change in the opposite direction. If the market interest rate increases, the value of the

Notes would typically fall, until the yield of such Notes is approximately equal to the market interest rate. If the market interest rate falls, the value of the Notes would typically increase, until the yield of such Notes is approximately equal to the market interest rate. There can be no assurance regarding the future level of market interest rates.

Following the First Reset Date, interest on the Notes for each relevant Reset Period shall be calculated on the basis of the mid swap rates for Euro swap transactions with a maturity of 5 years plus the applicable margin. These mid swap rates are not pre-defined for the lifespan of the Notes. Higher mid swap rates for Euro swap transactions mean a higher interest and lower mid swap rates for Euro swap transactions with a maturity of 5 years mean a lower interest.

Finally, the interest rates of the Notes will be reset as from, the First Reset Date and then every 5-year period. Each reset interest rate is not pre-defined at the date of issue of the Notes. The interest rates of the Notes may be different from the interest rates prior to, the First Reset Date and may adversely affect the yield of the Notes.

Regulation and reform of “benchmarks” may adversely affect the value of the Notes

Rates and indices which are deemed to be “benchmarks” are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted.

Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**") was published in the Official Journal of the EU on 29 June 2016 and most of its provisions have applied since 1 January 2018. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the EU. It will, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevent certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Euro Interbank Offered Rate ("**EURIBOR**") is used for the purposes of determining the Euro 5-Year Swap Rate in order to calculate the rate of interest on the Notes on each Interest Payment Date from (and including) the First Reset Date. Accordingly, the Benchmarks Regulation could have a material impact on the Notes and a material adverse effect on their value and return if the methodology or other terms of EURIBOR as a “benchmark” are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the “benchmark”.

More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of “benchmarks”, could increase the costs and risks of administering or otherwise participating in the setting of a “benchmark” and complying with any such regulations or requirements.

Such factors may have the following effects on certain “benchmarks”: (i) discourage market participants from continuing to administer or contribute to such “benchmark”; (ii) trigger changes in the rules or methodologies used in the “benchmarks” or (iii) lead to the disappearance of the “benchmark”. Any of the above changes or any other consequential changes as a result of international, national or other proposals for reform or other initiatives or investigations, could have a material adverse effect on the value of and return on the Notes.

Pursuant to the Terms and Conditions of the Notes, if the Issuer or the Calculation Agent determines at any time that the Euro 5-Year Swap Rate has been discontinued, the Issuer will make its best efforts to appoint an independent agent (the "**Rate Determination Agent**") to determine a substitute or successor rate (the "**Replacement Rate**"). The Rate Determination Agent must determine the Replacement Rate in good faith and in a commercially reasonable manner, if there is one. If (i) the Issuer is unable, despite its best efforts, to appoint a Rate Determination Agent or (ii) the Rate Determination Agent determines that the Euro 5-Year Swap Rate has been discontinued but for any reason a Replacement Rate has not been determined or cannot be applied, the Euro 5-Year Swap Rate will be equal to the last quoted Euro 5-Year Swap Rate, effectively converting the Notes into fixed rate securities.

The Replacement Rate may have no or very limited trading history and accordingly its general evolution and/or interaction with other relevant market forces or elements may be difficult to determine or measure. In addition, the Replacement Rate may perform differently from the discontinued benchmark. This could significantly affect the performance of an alternative rate compared to the historical and expected performance the relevant benchmark. There can be no assurance that any adjustment factor applied to the Notes will adequately compensate for this impact. This could in turn impact the rate of interest on, and trading value of, the Notes. Moreover, any Noteholders that enter into hedging instruments based on the Screen Page (as defined in the Terms and Conditions of the Notes) may find their hedges to be ineffective, and they may incur costs replacing such hedges with instruments tied to the Replacement Rate.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms, investigations and licensing issues in making any investment decision with respect to the Notes.

GENERAL DESCRIPTION OF THE NOTES

This overview is a general description of the Notes and is qualified in its entirety by the remainder of this Prospectus. For a more complete description of the Notes, including definitions of capitalised terms used but not defined in this section, please see “Terms and Conditions of the Notes”.

Issuer	Arkema.
Securities	€400,000,000 Undated Deeply Subordinated Fixed Rate Resettable Notes (the “Notes”).
Maturity	Perpetual.
Form and Denomination	The Notes will be issued in dematerialised bearer form (<i>au porteur</i>) and in the denomination of €100,000.
Issue Date	17 June 2019.
Status/Ranking	<p>The Notes are Deeply Subordinated Notes issued pursuant to the provisions of Article L.228-97 of the French <i>Code de commerce</i>. The principal and interest and other amounts (including Arrears of Interest (as defined below) and/or Additional Interest Amounts (as defined below)) on the Notes constitute direct, unconditional, unsecured and Deeply Subordinated Obligations of the Issuer and rank and will rank <i>pari passu</i> among themselves and <i>pari passu</i> with all other present or future Deeply Subordinated Obligations, but shall be subordinated to the <i>titres participatifs</i> issued by, and the <i>prêts participatifs</i> granted to, the Issuer, to Ordinary Subordinated Obligations and to Unsubordinated Obligations of or issued by the Issuer.</p> <p>“Deeply Subordinated Notes” means any bonds or notes of the Issuer which constitute direct, unconditional, unsecured and lowest ranking subordinated obligations (<i>titres subordonnés de dernier rang</i>) of the Issuer and which rank and will rank <i>pari passu</i> among themselves and <i>pari passu</i> with all other present and future Deeply Subordinated Obligations, but junior to the <i>titres participatifs</i> issued by, and <i>prêts participatifs</i> granted to, the Issuer, and junior to the Ordinary Subordinated Obligations and Unsubordinated Obligations of the Issuer.</p> <p>“Deeply Subordinated Obligations” means any Deeply Subordinated Notes or other Obligations or lowest ranking Obligations (<i>engagements subordonnés de dernier rang</i>) of the Issuer which rank, or are expressed to rank, <i>pari passu</i> with the Notes.</p>

“**Obligations**” means, in respect of any person, any financial obligation expressed to be assumed by or imposed on it under or arising as a result of any contract, agreement, guarantee, document, instrument, conduct or relationship or directly by law.

“**Ordinary Subordinated Obligations**” means any Obligations which constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and *pari passu* with all other present or future Ordinary Subordinated Obligations, behind Unsubordinated Obligations but in priority to the *prêts participatifs* granted to, and the *titres participatifs* issued by, the Issuer and Deeply Subordinated Obligations.

“**Unsubordinated Obligations**” means any Obligations which constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank and will rank *pari passu* without preference or priority among themselves, *pari passu* with all other present or future unsecured and unsubordinated obligations of the Issuer (save for certain obligations required to be preferred by French law), and in priority to Ordinary Subordinated Obligations.

Prohibition of set-off

Subject to applicable law, no Noteholder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Notes and each Noteholder shall, by virtue of its holding of any Note, be deemed to have waived all such rights of set-off, compensation or retention.

Interest

Unless previously redeemed in accordance with the Conditions and subject, in particular, but not limited to, the provision relating to interest deferral, the Notes shall bear interest on their principal amount:

- from, and including, the Issue Date to, but excluding, 17 September 2024 (the “**First Reset Date**”), at a rate of 2.750 per cent. *per annum*;
- from and including the First Reset Date to, but excluding, 17 September 2029 (the “**First Step-up Date**”), at an interest rate *per annum* which shall be equal to the sum of the Reference Rate of the relevant Reset Period and the Initial Margin;

- from and including the First Step-up Date to, but excluding, 17 September 2044 (the “**Second Step-up Date**”), at an interest rate *per annum* which will be subject to a reset every five years and shall be equal to the sum of the Reference Rate of the relevant Reset Period, the Initial Margin and the First Step-up Margin; and
- from and including the Second Step-up Date, to, but excluding, the date on which the Issuer redeems the Notes, at an interest rate *per annum* which will be subject to a reset every five years and shall be equal to the sum of the Reference Rate of the relevant Reset Period, the Initial Margin and the Second Step-up Margin.

Each Interest Amount shall be payable annually in arrear on 17 September of each year commencing on 17 September 2020 (each an “**Interest Payment Date**”). There will be a long first coupon for the period from and including the Issue Date to, but excluding, 17 September 2020.

In no event shall the applicable interest rate (including any margin) be less than zero.

“**Initial Margin**” means 2.865 per cent. *per annum*.

“**First Step-up Margin**” means 0.25 per cent. *per annum*.

“**Second Step-up Margin**” means 1.00 per cent. *per annum*.

“**Reset Date**” means the First Reset Date and each 5th anniversary of the immediately preceding Reset Date.

“**Reset Period**” means the period from, and including, the First Reset Date to, but excluding, the next Reset Date and subsequently each period from, and including, a Reset Date to, but excluding, the next succeeding Reset Date.

“**Reference Rate**” means the Euro 5-Year Swap Rate.

“**Euro 5-Year Swap Rate**” means, with respect to the Notes, the mid-swap rate in euros for a term of 5 years determined by the Calculation Agent on the day falling two Business Days prior to the first day of the relevant Reset Period.

Rate of Interest following a Change of Control Call Event

Further to the occurrence of a Change of Control Call Event (as defined below), if the Change of Control Call Option has not been exercised by the Issuer, the interest payable on the Notes will be increased by an additional margin of 5.00 per cent. *per annum* from and including the date of the Call Event

Notice (as defined below) to, but excluding, the redemption of the Notes.

Interest Deferral

Optional Interest Payment

Interest which accrues during an Interest Period ending on but excluding an Interest Payment Date will be due on that Interest Payment Date unless the Issuer elects to defer such payment, in whole or in part, on the Notes and the Issuer shall not have any obligation to make such payment and any failure to so pay shall not constitute a default by the Issuer under the Notes or for any other purpose.

Any interest in respect of the Notes which has been deferred on an Interest Payment Date shall constitute “**Arrears of Interest**”.

Payment of Arrears of Interest

Arrears of Interest (together with any Additional Interest Amount (as defined below)) in respect of the Notes may at the option of the Issuer be paid, in whole or in part, at any time, provided that all Arrears of Interest (together with the corresponding Additional Interest Amounts) in respect of all Notes for the time being outstanding shall become due and payable in whole, but not in part, on whichever is the earliest of:

- (i) the tenth (10th) Business Day following a Mandatory Payment Event;
- (ii) the next Interest Payment Date in respect of which the Issuer does not elect to defer interest accrued in respect of the relevant Interest Period;
- (iii) the redemption of the Notes; or
- (iv) the date upon which a judgment is made for the voluntary or judicial liquidation of the Issuer (*liquidation judiciaire* or *liquidation amiable*) or the sale of the whole of the business (*cession totale de l'entreprise*) of the Issuer or if the Issuer is liquidated for any other reason.

Each amount of Arrears of Interest shall bear interest, in accordance with Article 1343-2 of the French *Code civil*, as if it constituted the principal of the Notes at a rate which corresponds to the rate of interest from time to time applicable to the Notes (the “**Arrears Interest Rate**”) and the amount of such interest (the “**Additional Interest Amount**”) with respect to Arrears of Interest shall be due and

payable pursuant to this paragraph and shall be calculated by the Calculation Agent applying the Arrears Interest Rate to the amount of the Arrears of Interest and otherwise *mutatis mutandis* as provided in the Conditions.

The Additional Interest Amount accrued up to any Interest Payment Date shall be added in accordance with Article 1343-2 of the French *Code civil* to the amount of Arrears of Interest remaining unpaid on such Interest Payment Date so that it will itself become Arrears of Interest for the purpose only of calculating the Additional Interest Amount accruing thereafter.

For the purpose hereof:

“**Equity Securities**” means (a) the ordinary shares (*actions ordinaires*) of the Issuer and (b) any other class of the Issuer’s share capital (including preference shares (*actions de préférence*)).

A “**Mandatory Payment Event**” means that:

- (i) a dividend, or any other distribution or payment (whether or not in cash) was validly resolved on, declared, paid or made in respect of any Equity Securities or Parity Securities of the Issuer, or
- (ii) the Issuer has repurchased, redeemed, or otherwise acquired any Equity Securities or any Parity Securities of the Issuer other than, (i) with respect to Equity Securities, in connection with the satisfaction by the Issuer of its obligations under any (a) buy-back programme, share option, or free share allocation plan in each case reserved for directors, officers and/or employees of the Issuer's group, or (b) liquidity agreement (*programme de liquidité*) or any associated hedging transaction with respect to (a) or (b) or the hedging of convertible securities of the Issuer or (ii) the acquisition by the Issuer of any Parity Securities (in whole or in part) in a public tender offer or public exchange offer at a purchase price per Parity Security (including, for the avoidance of doubt, the Notes) below its par value;

save for, in each case, any compulsory dividend, other distribution, payment, repurchase, redemption or other acquisition required by the terms of such Equity Securities or Parity Securities.

“**Parity Securities**” means, at any time, any Deeply Subordinated Notes and any securities which rank *pari passu* with the Notes including, for the avoidance of doubt, the Euro 700,000,000 Undated Deeply Subordinated Fixed to Reset Rate Notes issued by the Issuer on 29 October 2014 (ISIN: FR0012278539). The term Parity Securities shall apply *mutatis mutandis* to any instruments issued by any Subsidiary of the Issuer, where relevant, provided that each such instrument shall qualify as Parity Securities only to the extent such instrument is guaranteed by the Issuer or the Issuer otherwise assumes liability for it, and the Issuer’s obligations under the relevant guarantee or other assumption of liability rank *pari passu* with the Issuer’s obligations under the Notes.

“**Subsidiary**” means any fully consolidated subsidiary (as defined in Article L.233-1 of the French *Code de commerce*) of the Issuer.

Optional Partial Payment of Arrears of Interest and Additional Interest Amounts:

If amounts in respect of Arrears of Interest and Additional Interest Amounts are paid in part:

- (i) all unpaid amounts of Arrears of Interest shall be payable before any Additional Interest Amounts;
- (ii) Arrears of Interest accrued for any period shall not be payable until full payment has been made of all Arrears of Interest that have accrued during any earlier period and the order of payment of Additional Interest Amounts shall follow that of the Arrears of Interest to which they relate; and
- (iii) the amount of Arrears of Interest or Additional Interest Amounts payable in respect of any of the Notes in respect of any period, shall be *pro rata* to the total amount of all unpaid Arrears of Interest or, as the case may be, Additional Interest Amounts accrued on the Notes in respect of that period to the date of payment.

Taxation

All payments of principal, interest and other revenues in respect of the Notes by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority thereof or

therein having power to tax unless such withholding or deduction is required by law.

Additional Amounts

If French law should require that payments of principal, interest and other revenues in respect of the Notes by or on behalf of the Issuer be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority thereof or therein having power to tax, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts (“**Additional Amounts**”) as shall result in receipt by the Noteholders 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 Note in certain circumstances as more fully described in the Conditions.

Final Redemption

Subject to any early redemption described below, the Notes are undated securities with no specified maturity date.

Optional Redemption at the option of the Issuer

The Issuer will have the right to redeem all of the Notes (but not some only) (i) on any date during the period commencing on (and including) 17 June 2024 (being the date falling three (3) months prior to the First Reset Date) and ending on (and including) the First Reset Date, or (ii) upon any Interest Payment Date thereafter. Such early redemption of the Notes will be made at their principal amount together with any accrued interest and Arrears of Interest (including any Additional Interest Amounts thereon).

Early Redemption following a Gross-Up Event or Withholding Tax Event

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 Notes, not be able to make such payment without having to pay Additional Amounts (a “**Gross-Up Event**”), the Issuer may, at its option, at any time, redeem all of the Notes (but not some only) at their principal amount together with any accrued interest to the date set for redemption and any Arrears of Interest (including any Additional Interest Amounts thereon) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal and interest without withholding for French taxes.

If the Issuer would on the occasion of the next payment in respect of the Notes be prevented by French law or regulation from making payment to the Noteholders of the full amount then due and payable, notwithstanding the undertaking to pay Additional Amounts (a “**Withholding Tax Event**”), then the Issuer may, at its option, at any time, redeem all of the Notes (but not some only) at their principal amount together with any accrued interest to the date set for redemption and any Arrears of Interest (including any Additional Interest Amounts thereon) on the latest practicable date on which the Issuer could make payment of the full amount payable in respect of the Notes without withholding or deduction for French taxes, or, if such date is passed, as soon as practicable thereafter.

Early Redemption following a Tax Deductibility Event

If an opinion of a recognised law firm of international standing has been delivered to the Issuer and the Fiscal Agent, stating that 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 tax regime of any payments under the Notes is modified and such modification results in the part of the interest payable by the Issuer in respect of the Notes that is tax-deductible being reduced (a “**Tax Deductibility Event**”), the Issuer may, at its option, at any time redeem all of the Notes (but not some only) at (i) the Early Redemption Price (as defined below) where such redemption occurs prior to the 17 June 2024 (being the date falling three (3) months prior to the First Reset Date), or (ii) their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after 17 June 2024 (being the date falling three (3) months prior to the First Reset Date), provided that the effective date of redemption of which notice hereunder may be given shall be no earlier than the latest practicable date preceding the effective date on which the tax regime of interest payments under the Notes is modified.

Early Redemption following an Accounting Event

If an Accounting Event shall occur after the Issue Date, the Issuer may, at its option, redeem all the Notes (but not some only) on any day from the date falling ninety (90) calendar days prior to the Accounting Event Effective Date, at (i) the Early Redemption Price (as defined below) where such redemption occurs prior to 17 June 2024 (being the date

falling three (3) months prior to the First Reset Date), or (ii) their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after 17 June 2024 (being the date falling three (3) months prior to the First Reset Date), provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the date falling ninety (90) calendar days prior to the Accounting Event Effective Date.

“**Accounting Event**” means that a recognised accountancy firm, acting upon instructions of the Issuer, has delivered a letter or report to the Issuer, stating (i) that as a result of a change in accounting principles (or the application thereof) since the Issue Date, the Notes may not or may no longer be recorded as “equity” in full in the audited annual, or the semi-annual or quarterly, if any, consolidated financial statements of the Issuer pursuant to the International Financial Reporting Standards (“**IFRS**”) or any other accounting standards which may replace IFRS for the purposes of preparing the audited annual, the semi-annual or quarterly, if any, consolidated financial statements of the Issuer, and (ii) the effective date of the application of the accounting principles or methodology (such date, the “**Accounting Event Effective Date**”).

Early Redemption following a Rating Event

If a Rating Event has occurred, then the Issuer may, at its option, redeem all, but not some only, of the Notes at any time, at (i) the Early Redemption Price (as defined below) where such redemption occurs prior to 17 June 2024 (being the date falling three (3) months prior to the First Reset Date), or (ii) their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after 17 June 2024 (being the date falling three (3) months prior to the First Reset Date) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date before the date on which the Notes will no longer be eligible for the same or higher category of equity credit.

For the purpose hereof:

“**Rating Event**” means that the Issuer has received written confirmation from any Rating Agency from whom the Issuer is assigned solicited ratings either directly or via a

publication by such agency, that an amendment, clarification or change has occurred in the equity credit criteria of such Rating Agency effective after the Issue Date, as a result of which, but not otherwise, the Notes will no longer be eligible for the same, or a higher level of “equity credit” (or such other nomenclature that such Rating Agency may then use to describe the degree to which an instrument exhibits the characteristics of an ordinary share) as was attributed to the Notes at the Issue Date (or if “equity credit” is not assigned to the Notes by the relevant Rating Agency on the Issue Date, at the date on which “equity credit” is assigned by such Rating Agency for the first time).

Early Redemption following a Change of Control Call Event

If a Change of Control (as defined below) occurs after the Issue Date and within the Change of Control Period, a Rating Downgrade occurs or has occurred as a result of such Change of Control (the “**Change of Control Call Event**”), the Issuer may, at its option (a “**Change of Control Call Option**”), at any time, redeem or procure the purchase of all the Notes (but not some only) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon).

A “**Change of Control**” shall be deemed to have occurred each time that any person or group of persons acting in concert or any person or persons acting on behalf of any such person(s) (a “**Relevant Person**”) in each case come(s) to own or acquire(s) directly or indirectly such number of shares in the capital of the Issuer carrying (a) more than fifty (50) per cent. of the voting rights exercisable at a shareholders' general meeting of the Issuer or (b) otherwise the ability to determine in fact through voting rights held (directly or indirectly) by such Relevant Person(s) the decisions taken at ordinary or extraordinary shareholders' general meetings of the Issuer.

“**Change of Control Period**” means the period commencing on the date that is the earlier of (a) the date of the first public announcement of the result (*avis de résultat*) by the AMF of the relevant Change of Control (the “**Relevant Announcement Date**”) and (b) the date of the earliest Potential Change of Control Announcement (as defined below) (if any) and ending on (i) the date which is 180 calendar days after, respectively, (a') the Relevant Announcement Date or (b') the date of the Potential Change of Control Announcement, or (ii) such longer period for

which the Issuer, the Notes or the senior unsecured long term debt of the Issuer are under consideration (such consideration having been announced publicly within the period ending 120 calendar days after the occurrence of the relevant Change of Control or, as the case may be, the Potential Change of Control Announcement) for rating review or, as the case may be, rating by, a Rating Agency, such period not to exceed 70 calendar days after the public announcement of such consideration.

“Rating Agency” means S&P Global Ratings Europe Limited or Moody’s Deutschland GmbH or any other rating agency of equivalent international standing requested by the Issuer to grant a corporate credit rating to the Issuer and, in each case, their respective successors or affiliates.

A **“Rating Downgrade”** shall be deemed to have occurred in respect of a Change of Control (a) if within the Change of Control Period the corporate credit rating previously assigned to the Issuer by any Rating Agency is (x) withdrawn or (y) changed from an investment grade rating (BBB-/Baa3, or their respective equivalents for the time being, or better) to a non-investment grade rating (BB+/Ba1, or their respective equivalents for the time being, or worse) or (z) if the corporate rating previously assigned to the Issuer by any Rating Agency was below an investment grade rating (as described above), lowered by at least one full rating notch (for example, from BB+ to BB or their respective equivalents) or (b) if, on the Relevant Announcement Date or, as the case may be, the Potential Change of Control Announcement, no corporate credit rating is assigned to the Issuer and, within the Change of Control Period, no Rating Agency assigns an investment grade rating to the Issuer (the **“Non Investment Grade Rating”**), provided that in both cases, a Rating Downgrade otherwise arising by virtue of a particular change in rating shall be deemed not to have occurred in respect of a particular Change of Control if the Rating Agency withdrawing, making the change in rating or assigning the Non Investment Grade Rating does not publicly announce or confirm that the withdrawal, the reduction or the Non Investment Grade Rating was the result, in whole or part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Change of Control.

“Potential Change of Control Announcement” means any public announcement or statement by the Issuer, any actual or potential bidder or any designated advisor thereto relating to any specific and near-term potential Change of Control (whereby “near-term” shall mean that such potential Change of Control is reasonably likely to occur, or is publicly stated by the Issuer, the actual or potential bidder or any such designated advisor to be intended to occur, within twelve (12) months of the date of such announcement or statement). Promptly upon the Issuer becoming aware that a Change of Control Call Event has occurred, the Issuer shall give notice (a **“Call Event Notice”**) to the Noteholders specifying the nature of the Change of Control Call Event, the circumstances giving rise to it and either the date on which redemption of the Notes will take place or the Issuer’s election not to redeem the Notes.

If the Issuer elects to redeem or purchase the Notes, such redemption or purchase will take place not less than thirty (30), nor more than sixty (60) calendar days after a Call Event Notice is given.

Early Redemption Price

“Early Redemption Price” means 101 per cent. of the principal amount of the Notes, together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) up to the Early Redemption Date of the Notes.

“Early Redemption Date” means the effective date of redemption of the Notes made in accordance with this Condition.

Purchase and Redemption following a Repurchase Event

The Issuer may, at any time, purchase the Notes together with rights to interest and any other amounts relating thereto in the open market or otherwise at any price in accordance with applicable laws and regulations. All Notes purchased by, or for the account of, the Issuer may, at its sole discretion, be held and resold or cancelled in accordance with applicable laws and regulations.

In the event that at least 75 per cent. of the initial aggregate principal amount of the Notes has been purchased by the Issuer (a **“Repurchase Event”**), the Issuer may, at its option, at any time, redeem all of the outstanding Notes (but not some only) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon).

Negative Pledge	There will be no negative pledge in respect of the Notes.
Enforcement Events, no Events of Default and no Cross Default	<p>There will be no events of default in respect of the Notes.</p> <p>There will be no cross default under the Notes.</p> <p>However, each Note shall become immediately due and payable at its principal amount, together with accrued interest thereon, if any, to the date of payment and any Arrears of Interest (including any Additional Interest Amounts thereon), in the event that a judgment is rendered by any competent court declaring the judicial liquidation (<i>liquidation judiciaire</i>) of the Issuer, or in the event of a transfer of the whole of the business of the Issuer (<i>cession totale de l'entreprise</i>) subsequent to the opening of a judicial recovery procedure (<i>redressement judiciaire</i>), or if the Issuer is liquidated for any other reason (other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency whereby the surviving entity assumes all obligations of the Issuer under the Notes). No payments will be made to holders of any class of the share capital of the Issuer before all amounts due, but unpaid, to all Noteholders have been paid by the Issuer.</p>
Representation of Noteholders	The Noteholders will be grouped automatically for the defence of their respective common interests in a <i>masse</i> governed by the provisions of the French <i>Code de commerce</i> as amended by the Terms and Conditions of the Notes (the " <i>Masse</i> "). The <i>Masse</i> will be a separate legal entity, and will be acting in part through one representative and in part through Collective Decisions of the Noteholders.
Admission to trading	Application will be made for the Notes to be admitted to trading on Euronext Paris. Such admission to trading are expected to occur as of the Issue Date.
Selling Restrictions	There are restrictions on the offer and sale of the Notes and the distribution of offering material, including in the United States of America, the United Kingdom and France.
Governing law	The Notes will be governed by, and construed in accordance with, French law.
Settlement	Euroclear France.
Fiscal Agent, Principal Paying Agent and Calculation Agent	Société Générale.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the following pages identified in the cross-reference tables below of the following documents which have been previously filed with the AMF as competent authority in France for the purposes of the Prospectus Directive:

- (1) the sections referred to in the table below included in the base prospectus of the Euro 3,000,000,000 Euro Medium Term Note Programme of the Issuer dated 12 December 2018, on which the AMF has granted visa n°18-561 on 12 December 2018 (the “**Base Prospectus**”);
- (2) the pages referred to in the table below which are included in the Issuer’s 2018 *Document de Référence* in the French language, filed with the AMF under no. D.19-0308 on 11 April 2019 (the “**2018 Registration Document**”), which includes the audited consolidated financial statements of the Issuer as at 31 December 2018 prepared in accordance with IFRS as adopted by the European Union; and
- (3) the pages referred to in the table below which are included in the Issuer’s 2017 *Document de Référence* in the French language, filed with the AMF under no. D.18-0216 on 29 March 2018 (the “**2017 Registration Document**”), which includes the audited consolidated financial statements of the Issuer as at 31 December 2017 prepared in accordance with IFRS as adopted by the European Union.

Such pages and sections shall be incorporated in, and shall be deemed to form part of, this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this 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, except as so modified or superseded, constitute a part of this Prospectus.

For as long as any Notes are outstanding, this Prospectus and all documents incorporated by reference into this Prospectus will be available on the websites of (i) the AMF (www.amf-france.org) or (ii) the Issuer (www.arkema.com) or, during usual business hours on any weekday, from the specified offices of the Paying Agents.

Any information not listed in the cross-reference table below but included in the documents incorporated by reference is given for information purposes only and is not required by the schedules of the Commission Regulation (EC) No 809/2004 of 29 April 2004, as amended (the “**Regulation**”).

The English translations of the 2018 Registration Document and the 2017 Registration Document are available on the website of the Issuer (<https://www.arkema.com/en/investor-relations/financials/annual-reports/index.html>). Such English translations are available for information purposes only and are not incorporated by reference in this Prospectus and may not be relied upon.

For the avoidance of doubt, “Not applicable” in the cross-reference table below means that the information is not relevant for the purposes of Annex IX of the Regulation.

Items of such Annex IX which are not listed in the cross-reference table below are also not relevant because included elsewhere in this Prospectus.

However, the information set out in section “Recent Developments” can complete, modify or supersede the information incorporated by reference.

Prospectus Regulation – Annex IX of the Regulation		2018 Registration Document	2017 Registration Document
A.9.1	PERSONS RESPONSIBLE	Not applicable	Not applicable
A9.2	STATUTORY AUDITORS	Not applicable	Not applicable
A9.3	RISK FACTORS		
A9.3.1	Prominent disclosure of risk factors that may affect the issuer’s ability to fulfil its obligations under the securities to investors in a section headed “Risk Factors”.	Pages 58 to 70	Not applicable
A9.4	INFORMATION ABOUT THE ISSUER		
A9.4.1	<u>History and development of the issuer:</u>		
A9.4.1.1	the legal and commercial name of the issuer;	Page 310	Not applicable
A9.4.1.2	the place of registration of the issuer and its registration number;	Page 310	Not applicable
A9.4.1.3	the date of incorporation and the length of life of the issuer, except where indefinite;	Page 310	Not applicable
A9.4.1.4	the domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office; and	Page 310	Not applicable
A9.4.1.5	any recent events particular to the issuer and which are to a material extent relevant to the evaluation of the issuer’s solvency.	Not applicable	Not applicable
A9.5	BUSINESS OVERVIEW		
A9.5.1	<u>Principal activities:</u>		
A9.5.1.1	A brief description of the issuer’s principal activities stating the main categories of products sold and/or services performed; and	Pages 5, 6, 9, 10, 12, 15, 16, 18, 26, 27 and 34 to 53	Not applicable
A9.5.1.2	The basis for any statements in the registration document made by the issuer regarding its competitive position.	Pages 42 to 53	Not applicable

Prospectus Regulation – Annex IX of the Regulation		2018 Registration Document	2017 Registration Document
A9.6	ORGANISATIONAL STRUCTURE		
A9.6.1	If the issuer is part of a group, a brief description of the group and of the issuer's position within it.	Pages 311 and 312	Not applicable
A9.6.2	If the issuer is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence.	Not applicable	Not applicable
A.9.7	TREND INFORMATION	Not applicable	Not applicable
A.9.8	PROFIT FORECASTS OR ESTIMATES	Not applicable	Not applicable
A9.9	ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES		
A9.9.1	Names, business addresses and functions in the issuer of the following persons, and an indication of the principal activities performed by them outside the issuer where these are significant with respect to that issuer:		
	(a) members of the administrative, management or supervisory bodies;	Pages 28 and 81 to 95	Not applicable
	(b) partners with unlimited liability, in the case of a limited partnership with a share capital.	Not applicable	Not applicable
A9.9.2	<u>Administrative, Management, and Supervisory bodies conflicts of interests</u>		
	Potential conflicts of interests between any duties to the issuing entity 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, make a statement to that effect.	Page 96	Not applicable
A9.10	MAJOR SHAREHOLDERS		
A9.10.1	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	Page 318	Not applicable

Prospectus Regulation – Annex IX of the Regulation		2018 Registration Document	2017 Registration Document
	control, and describe the measures in place to ensure that such control is not abused.		
A9.10.2	A description of any arrangements, known to the issuer, the operation of which may at a subsequent date result in a change in control of the issuer.	Page 318	Not applicable
A9.11	FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES		
A9.11.1	<u>Historical Financial Information</u>		
	Audited historical financial information covering the latest 2 financial years (or such shorter period that the issuer has been in operation), and the audit report in respect of each year.	Pages 221 to 286	Pages 201 to 266
	(a) balance sheet;	Page 228	Page 207
	(b) income statement;	Pages 226 and 227	Page 205
	(c) cash flow statement; and	Page 229	Page 208
	(d) accounting policies and explanatory notes	Pages 232 to 286	Pages 211 to 266
A9.11.2	<u>Financial statements</u>		
	If the issuer prepares both own and consolidated financial statements, include at least the consolidated financial statements in the registration document.	Not applicable	Not applicable
A9.11.3	<u>Auditing of historical annual financial information</u>		
A9.11.3.1	A statement that the historical financial information has been audited	Pages 221 to 225	Pages 201 to 204
A9.11.3.2	An indication of other information in the registration document which has been audited by the auditors.	Not applicable	Not applicable
A9.11.3.3	Where financial data in the registration document is not extracted from the issuer's audited financial statements state the source of the data and state that the data is un-audited.	Not applicable	Not applicable

Prospectus Regulation – Annex IX of the Regulation		2018 Registration Document	2017 Registration Document
A9.11.4	<u>Age of the latest financial information</u>	Not applicable	Not applicable
A9.11.5	<u>Legal and arbitration proceedings</u>	Pages 58 and 267 to 269	Not applicable
A9.11.6	<u>Significant change in the issuer's financial or trading position</u>	Not applicable	Not applicable
A9.12	MATERIAL CONTRACTS		
A9.12	A brief summary of all material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any group member being under an obligation or entitlement that is material to the issuer's ability to meet its obligation to security holders in respect of the securities being issued.	Page 56	Not applicable
A.9.13.	THIRD PARTY INFORMATION	Not applicable	Not applicable
A.9.14	DOCUMENTS ON DISPLAY	Not applicable	Not applicable

Items of the following table which are not listed in the cross-reference table below are not relevant because included elsewhere in this Prospectus.

Sections of the Base Prospectus	Pages
Risk Factors relating to the Issuer	Not applicable
General Risks relating to the Notes	Pages 3 to 7
Risk related to the structure of a particular issue of Notes	Not applicable
Important Notice	Not applicable
General Description of the Programme	Not applicable
Supplement to the Base Prospectus	Not applicable
Terms and Conditions of the Notes	Not applicable
Temporary Global Certificates issued in respect of Materialised Bearer Notes	Not applicable
Use of Proceeds	Not applicable
Recent Developments	Not applicable
Taxation	Pages 88 and 89
Subscription and Sale	Pages 90 to 93
Form of Final Terms	Not applicable
General Information	Not applicable
Person Responsible for the Information given in Base Prospectus	Not applicable

TERMS AND CONDITIONS OF THE NOTES

The terms and conditions of the Notes will be as follows:

The issue of the €400,000,000 Undated Deeply Subordinated Fixed Rate Resetable Notes (the “**Notes**”) of Arkema (the “**Issuer**” or “**Arkema**”) has been authorised by a resolution of the Board of Directors (*Conseil d’administration*) of the Issuer held on 5 November 2018 and a decision of Thomas Lestavel, *Directeur Financement et Trésorerie* of the Issuer, dated 5 June 2019.

An amended and restated agency agreement dated 12 December 2018 (the “**Amended and Restated Agency Agreement**”) has been agreed between the Issuer and Société Générale as fiscal agent and the other agents named in it. The fiscal agent and principal paying agent, the redenomination agent, the consolidation agent, the calculation agent(s) and the paying agents for the time being are respectively referred to in these Conditions as the “**Fiscal Agent**”, the “**Principal Paying Agent**”, the “**Redenomination Agent**”, the “**Consolidation Agent**”, the “**Calculation Agent**” and the “**Paying Agents**” (which expression shall include the Principal Paying Agent and the Fiscal Agent), each of which expression shall include the successors from time to time of the relevant persons, in such capacities, under the Amended and Restated Agency Agreement, and are collectively referred to as the “**Agents**”. Copies of the Amended and Restated Agency Agreement are available for inspection at the specified offices of the Paying Agents. References to “**Conditions**” are, unless the context otherwise requires, to the numbered paragraphs below.

1 Form, Denomination and Title

The Notes are issued on 17 June 2019 (the “**Issue Date**”) in dematerialised bearer form (*au porteur*) in the denomination of €100,000 each. Title to the Notes will be evidenced in accordance with Articles L.211-3 and R.211-1 of the French *Code monétaire et financier* (the “**Code**”) by book-entries (*inscription en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the Code) will be issued in respect of the Notes.

The Notes will, upon issue, be inscribed in the books of Euroclear France (“**Euroclear France**”), which shall credit the accounts of the Account Holders. For the purpose of these 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 SA/NV (“**Euroclear**”) and the depositary bank for Clearstream Banking, S.A. (“**Clearstream**”).

Title to the Notes shall be evidenced by entries in the books of Account Holders and will pass upon, and transfer of the Notes may only be effected through, registration of the transfer in such books.

2 Status of the Notes

2.1 Deeply Subordinated Notes

The Notes are Deeply Subordinated Notes issued pursuant to the provisions of Article L.228-97 of the French *Code de commerce*.

The principal and interest and other amounts (including Arrears of Interest (as defined below) and/or Additional Interest Amounts (as defined below)) on the Notes constitute direct, unconditional, unsecured and Deeply Subordinated Obligations of the Issuer and rank and will rank *pari passu* among themselves and *pari passu* with all other present or future Deeply Subordinated Obligations, but shall be subordinated to the *titres participatifs* issued by, and the *prêts participatifs* granted to, the Issuer, to Ordinary Subordinated Obligations and to Unsubordinated Obligations of or issued by the Issuer.

“Deeply Subordinated Notes” means any bonds or notes of the Issuer which constitute direct, unconditional, unsecured and lowest ranking subordinated obligations (*titres subordonnés de dernier rang*) of the Issuer and which rank and will rank *pari passu* among themselves and *pari passu* with all other present and future Deeply Subordinated Obligations, but junior to the *titres participatifs* issued by, and *prêts participatifs* granted to, the Issuer, and junior to the Ordinary Subordinated Obligations and Unsubordinated Obligations of the Issuer.

“Deeply Subordinated Obligations” means any Deeply Subordinated Notes or other Obligations or lowest ranking Obligations (*engagements subordonnés de dernier rang*) of the Issuer which rank, or are expressed to rank, *pari passu* with the Notes.

“Obligations” means, in respect of any person, any financial obligation expressed to be assumed by or imposed on it under or arising as a result of any contract, agreement, guarantee, document, instrument, conduct or relationship or directly by law.

“Ordinary Subordinated Obligations” means any Obligations which constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and *pari passu* with all other present or future Ordinary Subordinated Obligations, behind Unsubordinated Obligations but in priority to the *prêts participatifs* granted to, and the *titres participatifs* issued by, the Issuer and Deeply Subordinated Obligations.

“Unsubordinated Obligations” means any Obligations which constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank and will rank *pari passu* without preference or priority among themselves, *pari passu* with all other present or future unsecured and unsubordinated obligations of the Issuer (save for certain obligations required to be preferred by French law), and in priority to Ordinary Subordinated Obligations.

2.2 Payment on the Notes in the event of the liquidation of the Issuer

If any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer, or in the event of a transfer of the whole of the business of the Issuer (*cession totale de l'entreprise*) subsequent to the opening of a judicial recovery procedure (*redressement judiciaire*), or if the Issuer is liquidated for any other reason (other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency whereby the surviving entity assumes all obligations of the Issuer under the Notes), the payments of the creditors of the Issuer shall be made in the following order of priority (in each case subject to the payment in full of priority creditors):

- unsubordinated creditors of the Issuer (including holders of Unsubordinated Obligations);
- ordinary subordinated creditors of the Issuer (including holders of Ordinary Subordinated Obligations);
- lenders in relation to *prêts participatifs* granted to the Issuer;
- holders of *titres participatifs* issued by the Issuer; and
- deeply subordinated creditors of the Issuer (including holders of Deeply Subordinated Notes).

For such purposes, the rights of the holders of Notes (the “**Noteholders**” and each a “**Noteholder**”) will be calculated on the basis of the principal amount of the Notes together with any accrued interest on such principal amount and any Arrears of Interest (including any Additional Interest Amount thereon).

In the event of liquidation of the Issuer, the Notes shall rank in priority only to any payments to holders of Equity Securities.

In the event of incomplete payment of unsubordinated creditors, the obligations of the Issuer in connection with any present or future Deeply Subordinated Notes (including the Notes) shall be terminated.

“**Equity Securities**” means (a) the ordinary shares (*actions ordinaires*) of the Issuer and (b) any other class of the Issuer’s share capital (including preference shares (*actions de préférence*)).

2.3 Prohibition of set-off

Subject to applicable law, no Noteholder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Notes and each Noteholder shall, by virtue of its holding of any Note, be deemed to have waived all such rights of set-off, compensation or retention.

3 Negative Pledge

There will be no negative pledge in respect of the Notes.

4 Interest

4.1 General

Unless previously redeemed in accordance with the Conditions and subject to the further provisions of this Condition (in particular, but not limited to Condition 4.7 (*Interest Deferral*), the Notes shall bear interest on their principal amount:

- from, and including, the Issue Date to, but excluding, 17 September 2024 (the “**First Reset Date**”), at a rate of 2.750 per cent. *per annum* (the “**First Interest Rate**”);

- (ii) from and including the First Reset Date to, but excluding, 17 September 2029 (the “**First Step-up Date**”), at an interest rate *per annum* which shall be equal to the sum of the Reference Rate of the relevant Reset Period and the Initial Margin (the “**First Reset Interest Rate**”);
- (iii) from and including the First Step-up Date to, but excluding, 17 September 2044 (the “**Second Step-up Date**”), at an interest rate *per annum* which will be subject to a reset every five years and shall be equal to the sum of the Reference Rate of the relevant Reset Period, the Initial Margin and the First Step-up Margin (the “**First Step-up Interest Rate**”); and
- (iv) from and including the Second Step-up Date, to, but excluding, the date on which the Issuer redeems the Notes, at an interest rate *per annum* which will be subject to a reset every five years and shall be equal to the sum of the Reference Rate of the relevant Reset Period, the Initial Margin and the Second Step-up Margin (the “**Following Step-up Interest Rate**”).

Each Interest Amount shall be payable annually in arrear on 17 September of each year, commencing on 17 September 2020 (each an “**Interest Payment Date**”). There will be a long first coupon for the period from and including the Issue Date to, but excluding, 17 September 2020.

In no event shall the applicable Interest Rate (as defined below) be less than zero.

For the purpose hereof:

“**Business Day**” means any day (other than a Saturday or a Sunday) which is a TARGET 2 Settlement Day.

“**Initial Margin**” means 2.865 per cent. *per annum*.

“**First Step-up Margin**” means 0.25 per cent. *per annum*.

“**Second Step-up Margin**” means 1.00 per cent. *per annum*.

“**Reset Date**” means the First Reset Date and each 5th anniversary of the immediately preceding Reset Date.

“**Reset Period**” means the period from, and including, the First Reset Date to, but excluding, the next Reset Date and subsequently each period from, and including, a Reset Date to, but excluding, the next succeeding Reset Date.

“**Reference Bank Rate**” means the percentage rate determined on the basis of the Euro 5-Year Swap Rate Quotations provided by at least five leading swap dealers in the interbank market (the “**Reference Banks**”) to the Calculation Agent at its request at approximately 11:00 a.m. (Central European time), on the relevant Reset Rate Determination Date. If one quotation is provided, the Reference Bank Rate will be such quotation. If two or more quotations are provided, the Reference Bank Rate will be the arithmetic mean of the quotations, eliminating, if at least three quotations are provided, the highest quotation (or, in the event of equality one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If the

Reference Bank Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the applicable Reference Bank Rate shall be equal to the last Euro 5-Year Swap Rate available on the Screen Page as determined by the Calculation Agent.

“**Reference Rate**” means the relevant Euro 5-Year Swap Rate determined by the Calculation Agent on the day falling two Business Days prior to the first day of the relevant Reset Period (each a “**Reset Rate Determination Date**”).

“**Euro 5-Year Swap Rate**” means the mid-swap rate for a term of 5 years as displayed on Reuters screen “**ICESWAP2 / EURFIXA**” as at 11:00 a.m. (Central European time) (the “**Screen Page**”). Unless the Euro 5-Year Swap Rate has been discontinued in accordance with Condition 4.2, in the event that the Euro 5-Year Swap Rate does not appear on the Screen Page on the relevant Reset Rate Determination Date, the Euro 5-Year Swap Rate will be the Reference Bank Rate on such Reset Rate Determination Date.

The “**Euro 5-Year Swap Rate Quotations**” means the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating euro interest rate swap which (i) has a term of 5 years commencing on the first day of the relevant Reset Period, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the 6-month EURIBOR rate (calculated on an Actual/360 day count basis).

“**TARGET 2 Settlement Day**” means any day on which the TARGET 2 System is operating.

“**TARGET 2 System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer System or any successor thereto.

“**Interest Rate**” means the First Interest Rate, the First Reset Interest Rate, the First Step-up Interest Rate or the Following Step-up Interest Rate (all as defined above), as applicable.

Promptly after the determination of the Reference Rate, the Calculation Agent shall determine the Interest Rate for each Note and calculate the relevant Interest Amount (as defined in Condition 4.4 (*Calculation of the Interest Amount*) below).

4.2 Discontinuation of the Euro 5-Year Swap Rate

If the Issuer or the Calculation Agent determines at any time that the Euro 5-Year Swap Rate has been discontinued, the Issuer will as soon as reasonably practicable (and in any event prior to the next Reset Rate Determination Date) appoint a Rate Determination Agent (as defined below), which will determine in its sole discretion (but in consultation with the Issuer), acting in good faith and in a commercially reasonable manner, whether an industry accepted substitute or successor rate for the purposes of determining the Euro 5-Year Swap Rate on each Reset Rate Determination Date falling on such date or thereafter that is substantially comparable to the Euro 5-Year Swap Rate is available, provided that if the Rate Determination Agent determines that there is a substitute or successor rate, the Calculation Agent will use such substitute or successor rate to determine the Euro 5-Year Swap Rate. If the Rate Determination Agent has determined a substitute or successor rate in accordance with the foregoing (such rate, the “**Replacement Rate**”), for the purposes of determining the Euro 5-Year Swap Rate on

each Reset Interest Determination Date falling on or after such determination, (i) the Rate Determination Agent will also determine changes (if any) to the business day convention, the definition of business day, the interest determination date, the day count fraction, and any method for obtaining the Replacement Rate, including any adjustment needed to make such Replacement Rate comparable to the Euro 5-Year Swap Rate, in each case in a manner that is consistent with industry-accepted practices for such Replacement Rate; (ii) the Rate Determination Agent will also determine whether an Adjustment Spread is required to be applied to such Replacement Rate; (iii) references to the Euro 5-Year Swap Rate in these Conditions will be deemed to be references to the Replacement Rate, including any alternative method for determining such rate as described in (i) above and any Adjustment Spread (as applicable); (iv) the Rate Determination Agent will notify the Issuer and the Calculation Agent of the foregoing as soon as reasonably practicable, and (v) the Issuer will give notice as soon as reasonably practicable to the Noteholders (in accordance with Condition 10) and the Fiscal Agent specifying the Replacement Rate, as well as the details described in (i) above. The determination of the Replacement Rate and the other matters referred to above by the Rate Determination Agent will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent, the Fiscal Agent, the Paying Agents and the Noteholders. If (i) the Issuer is unable, despite its best efforts, to appoint a Rate Determination Agent or (ii) the Rate Determination Agent determines that the Euro 5-Year Swap Rate has been discontinued but for any reason a Replacement Rate has not been determined or cannot be applied, the Euro 5-Year Swap Rate will be equal to the last Euro 5-Year Swap Rate available on the Screen Page as determined by the Calculation Agent.

The Rate Determination Agent may be a leading bank or broker-dealer active in the Euro-zone or London interbank market as appointed by the Issuer, and (ii) shall act as an independent expert in the performance of its duties and not as agent for the Issuer, the Calculation Agent or the Noteholders.

The Calculation Agent will cause the Interest Rate and the relevant Interest Amount (as defined in Condition 4.4 (*Calculation of the Interest Amount*) below) payable per Note to be notified to the Issuer, each of the Paying Agents and, if required by the rules of Euronext Paris or any other stock exchange on which the Notes are listed from time to time, to such stock exchange, and to Noteholders in accordance with Condition 10 (*Notices*) without undue delay, but, in any case, not later than on the fourth (4th) Business Day after its determination.

"Adjustment Spread" means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the Rate Determination Agent determines is required to be applied to a Replacement Rate in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Noteholders as a result of the determination of a Replacement Rate and is the spread, formula or methodology which the Rate Determination Agent determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Reference Rate, where such rate has been replaced by such Replacement Rate or if no such customary market usage is recognised or acknowledged, the

Rate Determination Agent in its discretion determines (acting in good faith and in a commercially reasonable manner) to be appropriate.

“**Rate Determination Agent**” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer.

4.3 Rate of Interest following a Change of Control Call Event

Further to the occurrence of a Change of Control Call Event described in Condition 5.6 (*Redemption following a Change of Control Call Event*) below, if the Change of Control Call Option has not been exercised by the Issuer, the interest payable on the Notes will be increased by an additional margin of 5.00 per cent. *per annum* from and including the date of the Call Event Notice (as defined in Condition 5.6 (*Redemption following a Change of Control Call Event*) below) to, but excluding, the redemption of the Notes.

4.4 Calculation of the Interest Amount

The amount of interest (the “**Interest Amount**”) payable on each Note and on each Interest Payment Date will be the product of the principal amount of such Note and the applicable Interest Rate, multiplied by the Actual/Actual (ICMA) day count fraction and rounding the resulting figure, if necessary, to the nearest cent (half a cent being rounded upwards).

“**Actual/Actual (ICMA)**” means:

- if interest is required to be calculated for a period that is equal to or shorter than the Interest Period to which it applies, the number of days in the relevant period divided by the number of days in the Interest Period in which the relevant period falls;
- if interest is required to be calculated for a period of more than one year, the sum of (a) the number of days of the relevant period falling in the Interest Period in which it begins divided by the total number of days in such Interest Period and (b) the number of days of the relevant period falling in the next Interest Period divided by the total number of days in such next Interest Period (including the first such day but excluding the last).

“**Interest Period**” means the period from and including an Interest Payment Date (or the Issue Date as the case may be) to but excluding the next Interest Payment Date (or the first Interest Payment Date, as the case may be).

4.5 Notifications, etc. to be final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4 (*Interest*), whether by the Reference Banks (or any of them) or the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Calculation Agent, the Fiscal Agent, the Paying Agents and all Noteholders.

4.6 Calculation Agent

The Amended and Restated Agency Agreement provides that the Issuer may at any time terminate the appointment of the Calculation Agent and appoint a substitute Calculation Agent provided that so long as any of the Notes remain outstanding, there shall at all times be a Calculation Agent for the purposes of the Notes having a specified office in a major European

city. In the event of the appointed office of any bank being unable or unwilling to continue to act as the Calculation Agent or failing duly to determine the Interest Amount for any Interest Period, the Issuer shall appoint the European office of another leading bank engaged in the Euro-zone or London interbank market to act in its place. The Calculation Agent may not resign its duties or be removed without a successor having been appointed. The Calculation Agent shall act as an independent expert and not as agent for the Issuer or the Noteholders.

Notice of any change of Calculation Agent or any change of specified office shall promptly be given as soon as reasonably practicable to the Noteholders in accordance with Condition 10 (*Notices*) and, so long as the Notes are admitted to trading on Euronext Paris and if the rules applicable to such stock exchange so require, to such stock exchange.

4.7 Interest Deferral

Interest payments shall only be due and payable if the Issuer so elects, in accordance with the provisions of the following paragraphs.

(a) *Optional Interest Payment*

Interest which accrues during an Interest Period ending on but excluding an Interest Payment Date will be due on that Interest Payment Date unless the Issuer, by giving notice to the Noteholders in accordance with sub-paragraph (c) below, elects to defer such payment, in whole or in part, and the Issuer shall not have any obligation to make such payment and any failure to so pay shall not constitute a default by the Issuer under the Notes or for any other purpose.

Any interest in respect of the Notes which has not been paid in accordance with this paragraph will be deferred and shall constitute “**Arrears of Interest**” and shall be payable as outlined below.

(b) *Payment of Arrears of Interest*

Arrears of Interest (together with any Additional Interest Amount (as defined below)) may at the option of the Issuer be paid, in whole or in part, at any time, provided that all Arrears of Interest (together with the corresponding Additional Interest Amounts) in respect of all Notes for the time being outstanding shall become due and payable in whole, but not in part, on whichever is the earliest of:

- (i) the tenth (10th) Business Day following a Mandatory Payment Event;
- (ii) the next Interest Payment Date in respect of which the Issuer does not elect to defer all of the interest accrued in respect of the relevant Interest Period;
- (iii) the redemption of the Notes; or
- (iv) the date upon which a judgment is made for the voluntary or judicial liquidation of the Issuer (*liquidation judiciaire* or *liquidation amiable*) or the sale of the whole of the business (*cession totale de l'entreprise*) of the Issuer subsequent to the opening of a judicial recovery procedure (*redressement judiciaire*) or if the Issuer

is liquidated for any other reason, as contemplated under Condition 8 (*Enforcement Events, no Events of Default and no Cross Default*).

Each amount of Arrears of Interest shall bear interest, in accordance with Article 1343-2 of the French *Code civil*, as if it constituted the principal of the Notes at a rate which corresponds to the rate of interest from time to time applicable to the Notes (the “**Arrears Interest Rate**”) and the amount of such interest (the “**Additional Interest Amount**”) with respect to Arrears of Interest shall be due and payable pursuant to this paragraph (b) and shall be calculated by the Calculation Agent applying the Arrears Interest Rate to the amount of the Arrears of Interest and otherwise *mutatis mutandis* as provided in the foregoing provisions of this Condition.

The Additional Interest Amount accrued up to any Interest Payment Date shall be added in accordance with Article 1343-2 of the French *Code civil* to the amount of Arrears of Interest remaining unpaid on such Interest Payment Date so that it will itself become Arrears of Interest, for the purpose only of calculating the Additional Interest Amount accruing thereafter.

For the purpose hereof:

A “**Mandatory Payment Event**” means that:

- (i) a dividend, or any other distribution or payment (whether or not in cash) was validly resolved on, declared, paid or made in respect of any Equity Securities or Parity Securities of the Issuer, or
- (ii) the Issuer has repurchased, redeemed, or otherwise acquired any Equity Securities or any Parity Securities of the Issuer other than, (i) with respect to Equity Securities, in connection with the satisfaction by the Issuer of its obligations under any (a) buy-back programme, share option, or free share allocation plan in each case reserved for directors, officers and/or employees of the Issuer's group, or (b) its liquidity agreement (*programme de liquidité*) or any associated hedging transaction with respect to (a) or (b) or the hedging of convertible securities of the Issuer or (ii) the acquisition by the Issuer of any Parity Securities (in whole or in part) in a public tender offer or public exchange offer at a purchase price per Parity Security (including, for the avoidance of doubt, the Notes) below its par value;

save for, in each case, any compulsory dividend, other distribution, payment, repurchase, redemption or other acquisition required by the terms of such Equity Securities or Parity Securities.

“**Parity Securities**” means, at any time, any Deeply Subordinated Notes, and any securities which rank *pari passu* with the Notes including, for the avoidance of doubt, the Euro 700,000,000 Undated Deeply Subordinated Fixed to Reset Rate Notes issued by the Issuer on 29 October 2014 (ISIN: FR0012278539). The term Parity Securities shall apply *mutatis mutandis* to any instruments issued by any Subsidiary of the Issuer, where relevant, provided that each such instrument shall qualify as Parity Securities only to the extent such instrument is guaranteed by the Issuer or the Issuer otherwise assumes

liability for it, and the Issuer's obligations under the relevant guarantee or other assumption of liability rank *pari passu* with the Issuer's obligations under the Notes.

“**Subsidiary**” means any fully consolidated subsidiary (as defined in Article L.233-1 of the French *Code de commerce*) of the Issuer.

(c) *Optional Partial Payment of Arrears of Interest and Additional Interest Amounts:*

If amounts in respect of Arrears of Interest and Additional Interest Amounts are paid in part:

- (i) all unpaid amounts of Arrears of Interest shall be payable before any Additional Interest Amounts;
- (ii) Arrears of Interest accrued for any period shall not be payable until full payment has been made of all Arrears of Interest that have accrued during any earlier period and the order of payment of Additional Interest Amounts shall follow that of the Arrears of Interest to which they relate; and
- (iii) the amount of Arrears of Interest or Additional Interest Amounts payable in respect of any of the Notes in respect of any period, shall be *pro rata* to the total amount of all unpaid Arrears of Interest or, as the case may be, Additional Interest Amounts accrued on the Notes in respect of that period to the date of payment.

(d) *Notice of Deferral and Payment of Arrears of Interests*

Notice of (i) deferral of any interest under the Notes on any Interest Payment Date and (ii) any date upon which amounts in respect of Arrears of Interest and/or Additional Interest Amounts shall become due and payable shall be given to the Noteholders in accordance with Condition 10 (*Notices*), and the Paying Agents and the Calculation Agent at least five (5) Business Days in Paris, but no more than thirty (30) Business Days in Paris, prior to such Interest Payment Date or date. So long as the Notes are admitted to trading on Euronext Paris and the rules applicable to such stock exchange so require, notice of any such deferral shall also be given as soon as reasonably practicable to such stock exchange.

5 Redemption and Purchase

The Notes may not be redeemed otherwise than in accordance with this Condition.

5.1 Final Redemption

Subject to any early redemption described below, the Notes are undated securities with no specified maturity date.

5.2 Optional Redemption

The Issuer will have the right to redeem all of the Notes (but not some only) (i) on any date during the period commencing on (and including) 17 June 2024 (being the date falling three months prior to the First Reset Date) and ending on (and including) the First Reset Date, or (ii) upon any Interest Payment Date thereafter, subject, in each case, to having given not more than

sixty (60) nor less than thirty (30), calendar days' prior notice to the Noteholders (which notice shall be irrevocable) in accordance with Condition 10 (*Notices*). Such early redemption of the Notes will be made at their principal amount together with any accrued interest and Arrears of Interest (including any Additional Interest Amounts thereon).

5.3 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 Notes, not be able to make such payment without having to pay additional amounts as specified in Condition 7 (*Taxation*) below (a “**Gross-Up Event**”), the Issuer may, at its option, at any time, subject to having given not more than sixty (60) nor less than thirty (30) calendar days' prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 10 (*Notices*), redeem all of the Notes (but not some only) at their principal amount together with any accrued interest to the date set for redemption and any Arrears of Interest (including any Additional Interest Amounts thereon) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal and interest without withholding for French taxes.
- (ii) If the Issuer would on the occasion of the next payment in respect of the Notes be prevented by French law or regulation from making payment to the Noteholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 7 (*Taxation*) below (a “**Withholding Tax Event**”), then the Issuer may, at its option, at any time, subject to having given not less than seven (7) calendar days' prior notice to the Noteholders (which notice shall be irrevocable) in accordance with Condition 10 (*Notices*), redeem all of the Notes (but not some only) at their principal amount together with any accrued interest to the date set for redemption and any Arrears of Interest (including any Additional Interest Amounts thereon) on the latest practicable date on which the Issuer could make payment of the full amount payable in respect of the Notes without withholding or deduction for French taxes, or, if such date is passed, as soon as practicable thereafter.
- (iii) If an opinion of a recognised law firm of international standing has been delivered to the Issuer and the Fiscal Agent, stating that 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 tax regime of any payments under the Notes is modified and such modification results in the part of the interest payable by the Issuer in respect of the Notes that is tax-deductible being reduced (a “**Tax Deductibility Event**”), the Issuer may, at its option, at any time (subject to having given not more than sixty (60) nor less than thirty (30) calendar days' notice to Noteholders (which notice shall be irrevocable) in accordance with Condition 10), redeem all of the Notes (but not some only) at (i) the Early Redemption Price (as defined below) where such redemption occurs prior to 17 June 2024 (being the date falling three months prior to the First Reset Date), or (ii) their principal amount together with any accrued interest

and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after 17 June 2024 (being the date falling three months prior to the First Reset Date), provided that the effective date of redemption of which notice hereunder may be given shall be no earlier than the latest practicable date preceding the effective date on which the tax regime of interest payments under the Notes is modified.

Prior to the giving of any such notice of redemption in this Condition 5.3, the Issuer shall deliver or procure that there is delivered to the Fiscal Agent and, in accordance with Condition 10 (*Notices*), to the Noteholders, a certificate signed by a duly authorised representative of the Issuer confirming that the Issuer is entitled to effect such redemption and setting out the facts showing that the conditions precedent to the right to effect such redemption have been met.

5.4 Redemption following an Accounting Event

If an Accounting Event shall occur after the Issue Date, the Issuer may, at its option, redeem all the Notes (but not some only) on any day from the date falling ninety (90) calendar days prior to the Accounting Event Effective Date, subject to the Issuer having given the Noteholders not less than thirty (30), or more than sixty (60), calendar days' prior notice (which notice shall be irrevocable) in accordance with Condition 10 (*Notices*), at (i) the Early Redemption Price (as defined below) where such redemption occurs prior to 17 June 2024 (being the date falling three (3) months prior to the First Reset Date), or (ii) their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after 17 June 2024 (being the date falling three (3) months prior to the First Reset Date), provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the date falling ninety (90) calendar days prior to the Accounting Event Effective Date.

Prior to the giving of any such notice of redemption, the Issuer shall deliver or procure that there is delivered to the Fiscal Agent and, in accordance with Condition 10 (*Notices*), to the Noteholders, (i) a certificate signed by a duly authorised representative of the Issuer confirming that the Issuer is entitled to effect such redemption and setting out the facts showing that the conditions precedent to the right to effect such redemption have been met and (ii) a copy of the letter or report referred to in the definition "Accounting Event".

"Accounting Event" means that a recognised accountancy firm, acting upon instructions of the Issuer, has delivered a letter or report to the Issuer, stating (i) that as a result of a change in accounting principles (or the application thereof) since the Issue Date, the Notes may not or may no longer be recorded as "equity" in full in the audited annual, the semi-annual or quarterly, if any, consolidated financial statements of the Issuer pursuant to the International Financial Reporting Standards ("**IFRS**") or any other accounting standards which may replace IFRS for the purposes of preparing the audited annual, the semi-annual or quarterly, if any, consolidated financial statements of the Issuer, and (ii) the effective date of the application of the accounting principles or methodology (such date, the "**Accounting Event Effective Date**").

5.5 Redemption following a Rating Event

If a Rating Event has occurred, then the Issuer may, at its option, subject to having given not less than thirty (30) nor more than sixty (60) calendar days' notice to the Fiscal Agent and, in accordance with Condition 10 (*Notices*), the Noteholders (which notice shall be irrevocable), redeem all, but not some only, of the Notes at any time, at (i) the Early Redemption Price (as defined below) where such redemption occurs prior to 17 June 2024 (being the date falling three (3) months prior to the First Reset Date), or (ii) their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after 17 June 2024 (being the date falling three (3) months prior to the First Reset Date), provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date before the date on which the Notes will no longer be eligible for the same or higher category of equity credit.

Prior to the giving of any such notice of redemption, the Issuer shall deliver or procure that there is delivered to the Fiscal Agent and, in accordance with Condition 10 (*Notices*), to the Noteholders, (i) a certificate signed by a duly authorised representative of the Issuer confirming that the Issuer is entitled to effect such redemption and setting out the facts showing that the conditions precedent to the right to effect such redemption have been met and (ii) evidence of the written confirmation referred to in the definition of "Rating Event".

"**Rating Event**" means that the Issuer has received written confirmation from any Rating Agency from whom the Issuer is assigned solicited ratings either directly or via a publication by such agency, that an amendment, clarification or change has occurred in the equity credit criteria of such Rating Agency effective after the Issue Date (or effective after the date when the equity credit is assigned for the first time, as applicable), as a result of which, but not otherwise, the Notes will no longer be eligible for the same, or a higher level of, "equity credit" (or such other nomenclature that such Rating Agency may then use to describe the degree to which an instrument exhibits the characteristics of an ordinary share) as was attributed to the Notes at the Issue Date (or if "equity credit" is not assigned to the Notes by the relevant Rating Agency on the Issue Date, at the date on which "equity credit" is assigned by such Rating Agency for the first time).

5.6 Redemption following a Change of Control Call Event

If a Change of Control (as defined below) occurs after the Issue Date and within the Change of Control Period, a Rating Downgrade occurs or has occurred as a result of such Change of Control (the "**Change of Control Call Event**"), the Issuer may, at its option (a "**Change of Control Call Option**"), at any time, redeem or procure the purchase of all the Notes (but not some only) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon).

For the purpose of this Condition 5.6:

A "**Change of Control**" shall be deemed to have occurred each time that any person or group of persons acting in concert or any person or persons acting on behalf of any such person(s) (a "**Relevant Person**") in each case come(s) to own or acquire(s) directly or indirectly such

number of shares in the capital of the Issuer carrying (a) more than fifty (50) per cent. of the voting rights exercisable at a shareholders' general meeting of the Issuer or (b) otherwise the ability to determine in fact through voting rights held (directly or indirectly) by such Relevant Person(s) the decisions taken at ordinary or extraordinary shareholders' general meetings of the Issuer.

“**Change of Control Period**” means the period commencing on the date that is the earlier of (a) the date of the first public announcement of the result (*avis de résultat*) by the Autorité des Marchés Financiers (the “**AMF**”) of the relevant Change of Control (the “**Relevant Announcement Date**”) and (b) the date of the earliest Potential Change of Control Announcement (as defined below) (if any) and ending on (i) the date which is 180 calendar days after, respectively, (a') the Relevant Announcement Date or (b') the date of the Potential Change of Control Announcement, or (ii) such longer period for which the Issuer, the Notes or the senior unsecured long term debt of the Issuer are under consideration (such consideration having been announced publicly within the period ending 120 calendar days after the occurrence of the relevant Change of Control or, as the case may be, the Potential Change of Control Announcement) for rating review or, as the case may be, rating by, a Rating Agency, such period not to exceed 70 calendar days after the public announcement of such consideration.

A “**Rating Downgrade**” shall be deemed to have occurred in respect of a Change of Control (a) if within the Change of Control Period the corporate credit rating previously assigned to the Issuer by any Rating Agency is (x) withdrawn or (y) changed from an investment grade rating (BBB-/Baa3, or their respective equivalents for the time being, or better) to a non-investment grade rating (BB+/Ba1, or their respective equivalents for the time being, or worse) or (z) if the corporate rating previously assigned to the Issuer by any Rating Agency was below an investment grade rating (as described above), lowered by at least one full rating notch (for example, from BB+ to BB or their respective equivalents) or (b) if, on the Relevant Announcement Date or, as the case may be, the Potential Change of Control Announcement, no corporate credit rating is assigned to the Issuer and, within the Change of Control Period, no Rating Agency assigns an investment grade rating to the Issuer (the “**Non Investment Grade Rating**”), provided that in both cases, a Rating Downgrade otherwise arising by virtue of a particular change in rating shall be deemed not to have occurred in respect of a particular Change of Control if the Rating Agency withdrawing, making the change in rating or assigning the Non Investment Grade Rating does not publicly announce or confirm that the withdrawal, the reduction or the Non Investment Grade Rating was the result, in whole or part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Change of Control.

“**Rating Agency**” means S&P Global Ratings Europe Limited or Moody's Deutschland GmbH or any other rating agency of equivalent international standing requested by the Issuer to grant a corporate credit rating to the Issuer and, in each case, their respective successors or affiliates.

“**Potential Change of Control Announcement**” means any public announcement or statement by the Issuer, any actual or potential bidder or any designated advisor thereto relating to any specific and near-term potential Change of Control (whereby "near-term" shall mean that such

potential Change of Control is reasonably likely to occur, or is publicly stated by the Issuer, the actual or potential bidder or any such designated advisor to be intended to occur, within twelve (12) months of the date of such announcement or statement). Promptly upon the Issuer becoming aware that a Change of Control Call Event has occurred, the Issuer shall give notice (a “**Call Event Notice**”) to the Noteholders in accordance with Condition 10 (*Notices*) specifying the nature of the Change of Control Call Event, the circumstances giving rise to it and either the date on which redemption of the Notes will take place or the Issuer’s election not to redeem the Notes.

If the Issuer elects to redeem the Notes, such redemption or purchase will take place not less than thirty (30), nor more than sixty (60) calendar days after a Call Event Notice is given.

5.7 Purchase and Redemption following a Repurchase Event

The Issuer may, at any time, purchase the Notes together with rights to interest and any other amounts relating thereto in the open market or otherwise at any price in accordance with applicable laws and regulations. All Notes purchased by, or for the account of, the Issuer may, at its sole discretion, be held and resold or cancelled in accordance with applicable laws and regulations.

In the event that at least 75 per cent. of the initial aggregate principal amount of the Notes has been purchased by the Issuer (a “**Repurchase Event**”), the Issuer may at its option, at any time, redeem all of the outstanding Notes (but not some only) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon), subject to the Issuer having given the Noteholders not less than thirty (30), or more than sixty (60), calendar days’ prior notice (which notice shall be irrevocable) in accordance with Condition 10 (*Notices*).

5.8 Cancellation

All Notes which are purchased for cancellation by the Issuer pursuant to this Condition 5 (*Redemption and Purchase*) will forthwith be cancelled (together with rights to interest and any other amounts relating thereto) by transfer to an account in accordance with the rules and procedures of Euroclear France. Any Notes so cancelled may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

5.9 Definitions

For the purposes of this Condition:

“**Early Redemption Price**” means 101 per cent. of the principal amount of the Notes together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) up to the Early Redemption Date of the Notes.

“**Early Redemption Date**” means the effective date of redemption of the Notes made in accordance with this Condition.

6 Payments

6.1 Method of Payment

Payments of principal and interest (including, for the avoidance of doubt, any Arrears of Interest and Additional Interest Amounts) in respect of the Notes will be made in euro by transfer to a euro-denominated account of the relevant Account Holder. All payments validly made to such Account Holders in favour of the Noteholders will be an effective discharge of the Issuer in respect of such payments.

Payments of principal and interest on the Notes will, in all cases, but without prejudice to the provisions of Condition 7 (*Taxation*) be subject to (i) any fiscal or other laws and regulations applicable thereto in the place of payment and, as the case may be, (ii) any withholding or deduction imposed or required pursuant to an agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended, (the "**Code**") or otherwise imposed pursuant to sections 1471 through 1474 of the Code (or any regulations or agreements thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (any such withholding or deduction, a "**FATCA Withholding**").

6.2 Payments on Business Days

If any due date for payment in respect of any Note is not a Business Day, the Noteholder shall not be entitled to payment of the amount due until the next following Business Day nor to any interest or other sum in respect of such postponed payment.

No commission or expenses shall be charged to the Noteholders in respect of such payments.

6.3 Fiscal Agent, Paying Agent and Calculation Agent

The names of the initial Agents and their specified offices are set out below:

Fiscal Agent, Principal Paying Agent and Calculation Agent

Société Générale
BP 81236
32, rue du Champ de Tir
44308 Nantes Cedex 3
France

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, Principal Paying Agent or Paying Agent and/or appoint additional or other Paying Agents or approve any change in the office through which any such Agent acts, provided that there will at all times be a Fiscal Agent and a Principal Paying Agent having a specified office in a European city. Notice of any such change or any change of specified office shall promptly be given as soon as reasonably practicable to the Noteholders in accordance with Condition 10 (*Notices*) and, so long as the Notes are admitting to trading on Euronext Paris and if the rules applicable to such stock exchange so require, to such stock exchange.

7 Taxation

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

If French law should require that payments of principal, interest and other revenues in respect of any Note by or on behalf of the Issuer be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority thereof or therein having power to tax, the Issuer, will, to the fullest extent then permitted by law, pay such additional amounts (“**Additional Amounts**”) as shall result in receipt by the Noteholders 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 Note to, or to a third party on behalf of, a Noteholder (including a beneficial owner (*ayant droit*)) who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or interest coupon by reason of his having some connection with France other than the mere holding of the Note or interest coupon.

References in these Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Notes, the Early Redemption Price (if applicable) and all other amounts in the nature of principal payable pursuant to Condition 5 (*Redemption and Purchase*), (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts (including, for the avoidance of doubt, if any, all Arrears of Interest and all Additional Interest Amount) payable pursuant to Condition 4 (*Interest*) and (iii) “**principal**” and/or “**interest**” shall be deemed to include any Additional Amounts that may be payable under this Condition.

Neither the Issuer nor any other person will be required to pay any Additional Amounts in respect of FATCA Withholding.

8 Enforcement Events, no Events of Default and no Cross Default

There are no events of default in respect of the Notes. There is no cross default under the Notes.

However, each Note shall become immediately due and payable at its principal amount, together with accrued interest thereon, if any, to the date of payment and any Arrears of Interest (including any Additional Interest Amounts thereon), in the event that a judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer, or in the event of a transfer of the whole of the business of the Issuer (*cession totale de l'entreprise*) subsequent to the opening of a judicial recovery procedure (*redressement judiciaire*), or if the Issuer is liquidated for any other reason (other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency whereby the surviving entity assumes all obligations of the Issuer under the Notes). No payments will be made to holders of any class of the share capital of the Issuer before all amounts due, but unpaid, to all Noteholders have been paid by the Issuer.

9 Representation of the Noteholders

Noteholders will be grouped automatically for the defence of their common interests in a *masse* (in each case, the “*Masse*”).

The *Masse* will be governed by the provisions of the French *Code de commerce* with the exception of Articles L.228-48, L.228-59, L.228-71, the second sentence of Article L.228-65 II, and Articles R.228-63 and R.228-69 subject to the following provisions:

9.1 Legal Personality

The *Masse* will be a separate legal entity and will act in part through a representative (the “**Representative**”) and in part through collective decisions of the Noteholders (the “**Collective Decisions**”).

The *Masse* alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which may accrue respectively with respect to the Notes, without prejudice to the rights that Noteholders may exercise individually in accordance with, and subject to, the provisions of the Terms and Conditions of the Notes.

9.2 Representative

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

- (i) the Issuer, the members of its board of directors (*conseil d’administration*), its general managers (*directeurs généraux*), its statutory auditors and its employees as well as their ascendants, descendants and spouses;
- (ii) companies guaranteeing all or part of the obligations of the Issuer, their respective managers (*gérants*), general managers (*directeurs généraux*), members of their board of directors (*conseil d’administration*), of their management board (*directoire*) and of their supervisory board (*conseil de surveillance*), their statutory auditors and their employees as well as their ascendants, descendants and spouses;
- (iii) companies holding ten (10) per cent. or more of the share capital of the Issuer and companies having ten (10) per cent. or more of their share capital held by the Issuer; or
- (iv) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing a business in whatever capacity.

The name and address of the Representative of the *Masse* are the following:

MASSQUOTE S.A.S.U.
RCS 529 065 880 Nanterre
7 bis rue de Neuilly
F-92110 Clichy

Mailing address:
33, rue Anna Jacquin
92100 Boulogne Billancourt
France
Represented by its Chairman

In connection with its functions or duties, the Representative will be entitled to a remuneration of €450 (VAT excluded) per year payable on the Issue Date and on each anniversary thereafter.

In the event of dissolution, resignation or revocation of appointment of the Representative, an alternate Representative will be appointed by way of Collective Decision.

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

9.3 Powers of the Representative

The Representative shall (in the absence of any Collective Decision to the contrary) have the power to take all acts of management necessary in order to defend the common interests of the Noteholders, with the capacity to delegate its powers.

All legal proceedings against the Noteholders 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.

9.4 Collective Decisions

Collective Decisions are adopted either (i) in a general meeting (the “**General Meeting**”) as detailed in Condition 9.5 (*General Meeting*), or (ii) by the consent of one or more Noteholders following a written consultation as set out in Condition 9.7 (*Written Resolutions*) (the “**Written Resolution**”).

In accordance with Article R.228-71 of the French Code de commerce, the rights of each Noteholder to participate in Collective Decisions will be evidenced by the entries in the books of the relevant Account Holder or the Issuer or the Registration Agent (as the case may be) of the name of such Noteholder as of 0:00 Paris time, on the second (2nd) business day in Paris preceding the date set for the Collective Decision.

Collective Decisions must be published in accordance with Condition 10 (*Notices*).

9.5 General Meeting

A General Meeting may be held at any time, on convocation either by the Issuer or by the Representative. One or more Noteholders, holding together at least one-thirtieth of the principal amount of the Notes outstanding, may address to the Issuer and the Representative a demand for convocation of the General Meeting. If such General Meeting has not been convened within two (2) months after such demand, the Noteholders may commission one of themselves 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 not less than fifteen (15) calendar days prior to the date of the General Meeting on first convocation, and ten (10) calendar days on second convocation, as provided under Condition 10 (*Notices*). Each Noteholder has the right to participate in a General Meeting in person, by proxy or by correspondence.

Each Note carries the right to one vote.

9.6 Powers of the General Meetings

The General Meeting is empowered to deliberate on the dismissal and replacement 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 Notes, 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 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 the Noteholders, nor establish any unequal treatment between the Noteholders, nor to decide to convert Notes into shares.

General Meetings may deliberate validly on first convocation only if Noteholders present or represented hold at least one fifth of the principal amount of the Notes 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 Noteholders attending such General Meetings or represented thereat.

9.7 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 Noteholders by way of a resolution in writing (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 Noteholders. 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 Noteholders (“**Electronic Consent**”).

Notice seeking the approval of a Written Resolution (including by way of Electronic Consent) will be published as provided under Condition 10 (*Notices*) not less than fifteen (15) calendar days prior to the date fixed for the passing of such Written Resolution (the “**Written Resolution Date**”). Notices seeking the approval of a Written Resolution will contain the conditions of form and time-limits to be complied with by the Noteholders who wish to express their approval or rejection of such proposed Written Resolution. Noteholders expressing their approval or rejection before the Written Resolution Date will undertake not to dispose of their Notes until after the Written Resolution Date.

A Written Resolution will be approved if, on first notice (i) Noteholders expressing their approval or rejection of such proposed Written Resolution hold at least one fifth of the principal amount of the Notes then outstanding and (ii) Noteholders expressing their approval hold at least 66.6 per cent. of such quorum.

If such quorum is not met, a Written Resolution will be approved if, on second notice, Noteholders expressing their approval represent at least 66.6 per cent. of all voting Noteholders.

9.8 Information to Noteholders

Each Noteholder or Representative thereof will have the right, during the fifteen (15) calendar day period preceding the holding of each General Meeting on first convocation and Written Resolution Date, and during the ten (10) calendar day period preceding the holding of each 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 Noteholders at the registered office of the Issuer, at the specified offices of any of the Paying Agents during usual business hours and at any other place specified in the notice of the General Meeting or in the Written Resolution.

9.9 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 of a Written Resolution and, more generally, all administrative expenses resolved upon by the General Meeting or in writing by the Noteholders, it being expressly stipulated that no expenses may be imputed against interest payable under the Notes.

9.10 Euro 5-Year Swap Rate Discontinuation

By subscribing the Notes and solely when the Issuer or the Calculation Agent determines that the Euro 5-Year Swap Rate has been discontinued, each Noteholder shall be deemed to have agreed and approved any necessary changes pursuant to Condition 4.2.

10 Notices

- (a) Notice to the Noteholders shall be valid if published so long as the Notes are admitted to trading on Euronext Paris, at the option of the Issuer, (i) in a leading daily newspaper of general circulation in France (which is expected to be *Les Echos*), (ii) in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or (iii) in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the AMF.
- (b) If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

- (c) Notices required to be given to the Noteholders may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication of a notice required by Conditions 10(a) and (b) above; except that (i) so long as the Notes are admitted to trading on Euronext Paris and the rules of such regulated market so require, notices shall also be published in a leading daily newspaper of general circulation in France,
- (d) Notices relating to the convocation, decision(s) of the General Meetings and Written Resolutions pursuant to Condition 9 (*Representation of the Noteholders*), to any decision taken by the Issuer following a General Meeting or a Consultation in Writing or pursuant to Articles R.228-79, R.228-80 and R.236-11 of the French *Code de commerce*, shall be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream and any other clearing system through which the Notes are for the time being cleared and on the website of the Issuer (www.arkema.com).

11 Prescription

Claims against the Issuer for the payment of principal and interest in respect of the Notes shall be prescribed and become void unless made within five (5) years (in the case of principal or interest) from the due date for payment thereof.

12 Further Issues

The Issuer may, without the consent of the Noteholders, issue further notes to be assimilated (*assimilables*) with the Notes, provided that such further notes and the Notes shall carry rights identical in all respects (or in all respects save for principal amount thereon and for the first payment of interest thereon) and that the terms of such further notes shall provide for such assimilation. In the event of such assimilation, the Noteholders and the holders of any assimilated notes will, for the defence of their common interests, be grouped in a single *Masse* having legal personality.

13 Governing Law and Jurisdiction

- (a) **Governing Law:** The Notes are governed by, and shall be construed in accordance with, French law.
- (b) **Jurisdiction:** Any claim against the Issuer in connection with any Notes may be brought before any competent court located in Paris.

The following paragraphs in italics do not form part of the Conditions:

The Issuer intends (without thereby assuming a legal or contractual obligation) that it will redeem or repurchase the Notes (or any part thereof) only to the extent that such part of the aggregate principal amount of the Notes (or any part thereof) to be redeemed or repurchased which was assigned "equity credit" (or such similar nomenclature used by S&P from time to time) at the time of the issuance of the Notes does not exceed such part of the net proceeds received by the Issuer or any Subsidiary of the Issuer from the sale or issuance of securities by the Issuer or such Subsidiary to third party purchasers (other than group entities of the Issuer) which is assigned by S&P "equity credit" (or such similar nomenclature used by S&P from time to time) that is equal to or greater than the "equity credit" assigned to the relevant Notes (or any part thereof) to be redeemed or purchased, at the time of sale or issuance of such securities (but taking into account any changes in hybrid capital methodology or another relevant methodology or the interpretation thereof since the issuance of the Notes).

The following exceptions apply as to the Issuer's replacement intention. The Notes are not required to be replaced:

- (i) if the long-term corporate credit rating assigned by S&P to the Issuer is the same as or higher than the long-term corporate credit rating assigned to the Issuer on 17 June 2019 (the Issue Date) and the Issuer is of the view that such a rating would not fall below this level as a result of such redemption or repurchase, or*
- (ii) in the case of a repurchase only, such repurchase is of less than (a) 10 per cent. of the aggregate principal amount of the Notes originally issued in any period of twelve (12) consecutive months or (b) 25 per cent. of the aggregate principal amount of the Notes originally issued in any period of 10 consecutive years, or*
- (iii) if, in the case of a repurchase, such repurchase is in an amount necessary to allow the Issuer's aggregate amount of hybrid capital remaining outstanding after such repurchase to remain below the maximum aggregate principal amount of hybrid capital to which S&P would assign equity content under its prevailing methodology; or*
- (iv) if the Notes are redeemed pursuant to a Rating Event, a Tax Deductibility Event, an Accounting Event, a Withholding Tax Event, a Gross-Up Event or a Change of Control Call Event or*
- (v) if the Notes are not assigned an "equity credit" by S&P (or such similar nomenclature then used by S&P) at the time of such redemption or repurchase, or*
- (vi) if such redemption or repurchase occurs on or after the Reset Date falling on 17 September 2044 (the Second Step-up Date).*

Terms used but not defined in the preceding sentences shall have the meaning set out under "Terms and Conditions of the Notes".

USE OF PROCEEDS

The net proceeds from the issue of the Notes will be used for the general corporate purposes of the Issuer including to refinance part of the existing Euro 700,000,000 Undated Deeply Subordinated Fixed to Reset Rate Notes issued by the Issuer on 29 October 2014 (ISIN: FR0012278539) to be purchased in the context of the Tender Offer referred to in the section Recent Developments below).

RECENT DEVELOPMENTS

On 7 May 2019, the Issuer published the following press release:

“Colombes, 7 May 2019

Arkema: First-quarter 2019 results

- Sales up **2.0%** year on year to **€2,215 million**. Increased selling prices (+**4.7%** in the **High Performance Materials** division)
- **EBITDA** at **€370 million**, close to the record performance of first-quarter 2018 (€383 million), in a volatile and mixed economic environment
 - EBITDA growth for specialties (71% of Group sales) despite the decline of certain end-markets (automotive, electronics)
 - Lower performance, as expected, for intermediates ⁽¹⁾ (29% of Group sales) compared with last year’s record high comparison base
- Very solid **EBITDA margin** at **16.7%**
- **Adjusted net income** at **€165 million**, representing 7.4% of sales
- Strong cash generation for a first quarter, with **free cash flow** increasing to **€73 million** (€25 million outflow in first-quarter 2018)
- **Net debt** under tight control at **€1,130 million** (including a €159 million increase related to the first-time application of IFRS 16), representing **0.8** times the EBITDA of the last 12 months.

Arkema’s Board of Directors met on 6 May 2019 to review the Group’s consolidated financial statements for the first quarter of 2019. At the close of the meeting, Chairman and CEO Thierry Le Hénaff stated:

“The Group’s first-quarter financial performance, close to its record-high levels, was in line with the guidance issued at the beginning of the year and demonstrates the Group’s good resilience in a global economic environment that was less favorable compared with the first quarter of 2018.

Several points deserve to be highlighted. This solid start to the year was supported by the increased results delivered by Bostik, which is reaping the benefits of its efforts to enhance product mix and raise selling prices in the face of persistently high raw materials costs, as well as its ongoing initiatives to improve its competitiveness. At the same time, the acrylics business confirmed its gradual improvement, and the specialty businesses reported an increase in their overall results, despite a significant decline in volumes in the automotive, electronics and oil & gas markets. Unsurprisingly, earnings for PMMA and fluorogases came in lower than the exceptional levels achieved in the prior year.

Our transformation strategy towards specialty chemicals therefore continues to bear fruit and, beyond the short-term, Arkema will continue to pursue its reflections and projects in order to further increase the share of specialties within its business portfolio.”

¹ The intermediate chemicals businesses comprise the Acrylics, PMMA and Fluorogases Business Lines.

KEY FIGURES FOR FIRST-QUARTER 2019

<i>(In millions of euros)</i>	1Q'19	1Q'18	YoY change
Sales	2,215	2,172	+2.0%
EBITDA	370	383	-3.4%
EBITDA margin	16.7%	17.6%	
Recurring operating income (REBIT)	247	277	-10.8%
REBIT margin	11.2%	12.8%	
Adjusted net income	165	195	-15.4%
Net income - Group share	147	188	-21.8%
Adjusted net income per share (in €)	2.16	2.57	-16.0%
Free cash flow	73	(25)	

The Group has applied IFRS 16, “Leases”, since 1 January 2019. The income statement, balance sheet and cash flow statement items for the first quarter of 2019 include the impacts of IFRS 16, which are detailed in the Group’s quarterly financial statements appended to this press release. The comparative figures for 2018 have not been restated.

• FIRST-QUARTER 2019 BUSINESS PERFORMANCE

Sales rose **2.0%** year on year to **€2,215 million**. Selling prices increased 1.3% thanks to continued actions to raise prices in the High Performance Materials division and downstream acrylics. Volumes declined 2.5% compared with the very high level recorded at the beginning of 2018. Coating Solutions benefited from good market dynamics. In the High Performance Materials division, demand was lower year on year in the automotive, electronics and oil & gas markets and overshadowed the success of innovations in several growing segments, such as batteries and 3D printing. The currency effect was a positive 2.8% mainly attributable to the rise in the US dollar against the euro. The scope effect was limited at +0.4%.

In a less favorable global economic context, **EBITDA** of **€370 million** remained at a high level, albeit slightly down on the high comparison base of first-quarter 2018. The decrease in volumes was partially offset by the benefits of higher selling prices, a favorable foreign exchange impact and the €13 million positive effect from the application of IFRS 16. In this environment, specialty businesses, which made up 71% of Group sales, demonstrated their resilience, reporting year-on-year growth thanks to the pro-active policy of raising selling prices, and despite the significant decrease in the contribution from specialty molecular sieves. As expected, EBITDA for the intermediate chemicals businesses was lower compared with last year’s record high comparison base in Fluorogases and the MMA/PMMA chain. At **16.7%**, **EBITDA margin** resisted well at high levels.

Recurring operating income (REBIT) of **€247 million** includes €123 million recurring depreciation and amortization, up €17 million against last year primarily as a result of the IFRS 16 impact and an unfavorable currency effect. **REBIT margin** stood at **11.2%**.

Operating income came in at **€226 million** (€265 million in first-quarter 2018). It includes €12 million in net other expenses, mainly corresponding to restructuring costs, and €9 million in depreciation and amortization, mainly resulting from the revaluation of assets as part of the Bostik, Den Braven and XL Brands purchase price allocation.

The **financial result** represented a net expense of **€27 million**, in the continuity of last year (-€23 million in first-quarter 2018).

The **income tax expense** of **€49 million** reflects the geographic split of results. Excluding exceptional items, the tax rate amounted to 21% of recurring operating income.

Consequently, **net income – Group share** totaled **€147 million** (versus €188 million in first-quarter 2018). Excluding the post-tax impact of non-recurring items, **adjusted net income** came in at **€165 million**, representing **€2.16** per share.

- **FIRST-QUARTER 2019 PERFORMANCE BY DIVISION**

HIGH PERFORMANCE MATERIALS (46% OF TOTAL GROUP SALES)

<i>(In millions of euros)</i>	1Q'19	1Q'18	YoY change
Sales	1,008	998	+1.0%
EBITDA	162	176	-8.0%
EBITDA margin	16.1%	17.6%	
Recurring operating income (REBIT)	120	138	-13.0%
REBIT margin	11.9%	13.8%	

At **€1,008 million**, **sales** generated by the High Performance Materials division were up 1.0 % year on year. The positive 4.7% price effect was largely positive across all product lines and results both from increased selling prices against a backdrop of high raw materials costs, and constant efforts to improve product mix towards higher value-added applications. Volumes declined 6.7% year on year, mainly reflecting the exceptional contribution from specialty molecular sieves in first-quarter 2018 and a lower demand compared to last year in the automotive, consumer electronics and oil & gas markets. Market dynamics should gradually improve. The scope effect was a positive 0.8%, corresponding to the integration of acquisitions in adhesives. The positive 2.2% currency effect was mainly driven by the rise of the US dollar against the euro.

At **€162 million**, **EBITDA** was down on the excellent performance of first-quarter 2018, reflecting weaker volumes in advanced materials. The **EBITDA margin** resisted well at **16.1%**, the same level as that reached over full year 2018. In adhesives, EBITDA rose year on year thanks to the gradual pass-through of higher raw materials costs and efforts on optimizing the product portfolio.

INDUSTRIAL SPECIALTIES (29% OF TOTAL GROUP SALES)

<i>(In millions of euros)</i>	1Q'19	1Q'18	YoY change
Sales	642	661	-2.9%
EBITDA	157	162	-3.1%
EBITDA margin	24.5%	24.5%	
Recurring operating income (REBIT)	106	120	-11.7%
REBIT margin	16.5%	18.2%	

Industrial Specialties **sales** totaled **€642 million**, down 2.9% year on year. Volumes declined 3.4% in an environment marked by lower demand in the automotive market and in China. As expected, the negative 2.4% price effect reflects the high selling prices achieved in first-quarter 2018 for the MMA/PMMA chain and Fluorogases. The currency effect was a positive 3.0%, mainly attributable to the rise in the US dollar against the euro.

At **€157 million**, **EBITDA** was slightly down year on year, reflecting the normalization of market conditions in the MMA/PMMA chain in the continuity of fourth-quarter 2018. Fluorogases declined relative to their exceptional performance of 2018, particularly in Europe, which was impacted by the development of illegal HFC imports. These factors were partially offset by the excellent performance of Thiochemicals. In spite of the more volatile market conditions, **EBITDA margin** was stable at high levels at **24.5%**.

COATING SOLUTIONS (25% OF TOTAL GROUP SALES)

<i>(In millions of euros)</i>	1Q'19	1Q'18	YoY change
Sales	558	507	+10.1%
EBITDA	76	66	+15.2%
EBITDA margin	13.6%	13.0%	
Recurring operating income (REBIT)	48	41	+17.1%
REBIT margin	8.6%	8.1%	

At **€558 million**, **sales** for the Coating Solutions division rose 10.1% against first-quarter 2018, led by good volume momentum (up 6.9%) and a 3.7% positive currency effect. At the start of the year, the Group continued its efforts to raise selling prices in its more downstream businesses. The price effect for the division as a whole was overall stable (0.5% negative effect) in a context of lower propylene prices for acrylic monomers.

The division's **EBITDA** increased 15.2% year on year to **€76 million**, benefiting from good demand for acrylic monomers and the gradual pass-through of the increase in raw materials prices in its downstream businesses. Driven by this positive momentum, **EBITDA margin** expanded to **13.6%** from 13.0% in the first quarter of 2018.

• CASH FLOW AND NET DEBT AT 31 MARCH 2019

Arkema generated **€73 million** in **free cash flow** in first-quarter 2019, significantly up on the negative €25 million recorded in first-quarter 2018. This was driven by a lower increase in working capital requirements (negative €90 million versus negative €221 million in the prior year) while the Group pursued its ambitious organic capital expenditure policy to support its future growth.

The increase in working capital requirements in the first quarter of 2019 reflects the usual seasonality, albeit somewhat offset by lower volumes and the lower cost of certain raw materials. The ratio of working capital to annualized sales stood at 15.1% at end-March 2019 versus 15.3% at end-March 2018.

Total capital expenditure amounted to €109 million (compared with €63 million in first-quarter 2018), of which €86 million was recurring and €18 million exceptional. As announced at the beginning of the year, Arkema expects to invest some €610 million in recurring and exceptional capital expenditure in 2019.

Consequently, **net debt** at 31 March 2019 stood at **€1,130 million** compared with €1,006 million at 31 December 2018, corresponding to a 22% gearing (20% at 31 December 2018). The end-March 2019 net debt figure includes €159 million related to the Group's first-time application of IFRS 16.

- **FIRST-QUARTER 2019 HIGHLIGHTS**

Arkema and Hexcel announced the opening of a joint research and development laboratory in France as part of their strategic alliance to develop thermoplastic composite solutions for the aerospace sector.

Arkema successfully started up its new Kepstan[®] PEKK (Poly-Ether-Ketone-Ketone) plant at its site located in Mobile, Alabama in the United States, to support strong demand for carbon fiber reinforced composites and in 3D printing. Also during the period, the Group opened a new powder coating resins unit in India to support customers' business development in the region.

- **POST BALANCE SHEET EVENTS**

Sartomer successfully started the 30% capacity extension at its photocure liquid resin production plant in Nansha, located south of Canton in China. This new production line will help meet strong demand from the Group's customers in Asia in the electronics, 3D printing, adhesives and inkjet printing markets.

Arkema has chosen the location of Jurong Island in Singapore to build its new world-scale plant dedicated to the manufacture of the amino 11 monomer and its flagship Rilsan[®] polyamide 11 resins. With this 50% increase in its global capacities announced in July 2017, the Group supports strong demand from its customers in Asia for high-performance bio-sourced solutions addressing the major opportunity of material lightweighting in particular. This project is part of the Group's exceptional investments totaling some €500 million earmarked for the 2018-2021 period essentially. Construction is scheduled to be completed by late 2021.

- **OUTLOOK FOR 2019**

In continuity with the start of the year, the macroeconomic environment should remain volatile, marked by geopolitical uncertainties which are weighing on global demand. In this context, Arkema will maintain its focus on internal momentum and the implementation of its long-term strategy.

The Group will continue the roll-out of its industrial projects to reinforce its positions in specialty businesses and higher-growth regions, its innovation drive for sustainable development, its targeted acquisition policy, its operational excellence initiatives and its policy of selectively raising selling prices in a context of high oil prices.

Over the course of the year, while remaining attentive to the development of the macroeconomic environment, Arkema confirms its ambition to consolidate its financial performance at high levels and to achieve in 2019 ⁽²⁾ an EBITDA comparable with the 2018 record level. Following a second quarter performance which should remain below last year in a macroeconomic environment in continuity with the start of the year, the Group expects in the second half of the year to benefit from improved market dynamics in specialties, continued recovery in unit margins in downstream businesses, and the start-up of new capacities.

² 2019 takes into account the new IFRS 16 standard.

Further details of the Group's first-quarter 2019 results and outlook are provided in the "First quarter 2019 results" presentation available on Arkema's website at www.finance.arkema.com.

- **FINANCIAL CALENDAR**

21 May 2019	Annual General Meeting
27 May 2019	Ex-dividend date
1 August 2019	Publication of first-half 2019 results
30 October 2019	Publication of third-quarter 2019 results

ARKEMA Financial Statements

Consolidated financial statements - At the end of March 2019

CONSOLIDATED INCOME STATEMENT

<i>(In millions of euros)</i>	<u>End of March 2019</u> <i>(non audited)</i>	<u>End of March 2018</u> <i>(non audited)</i>
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Sales	2.215	2.172
Operating expenses	(1.725)	(1.656)
Research and development expenses	(62)	(60)
Selling and administrative expenses	(190)	(187)
Other income and expenses	(12)	(4)
Operating income	226	265
Equity in income of affiliates	(1)	0
Financial result	(27)	(23)
Income taxes	(49)	(52)
Net income	149	190
Of which non-controlling interests	2	2
Net income - Group share	147	188
<i>Earnings per share (amount in euros)</i>	<i>1.93</i>	<i>2.47</i>
<i>Diluted earnings per share (amount in euros)</i>	<i>1.92</i>	<i>2.47</i>

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

<i>(In millions of euros)</i>	<u>End of March</u> <u>2019</u> <i>(non audited)</i>	<u>End of March</u> <u>2018</u> <i>(non audited)</i>
Net income	149	190
Hedging adjustments	(3)	-
Other items	-	-
Deferred taxes on hedging adjustments and other items	-	-
Change in translation adjustments	51	(35)
Other recyclable comprehensive income	48	(35)
Actuarial gains and losses	21	(10)
Deferred taxes on actuarial gains and losses	(5)	3
Other non-recyclable comprehensive income	16	(7)
Total income and expenses recognized directly in equity	64	(42)
Comprehensive income	213	148
Of which: non-controlling interest	4	2
Comprehensive income - Group share	209	146

INFORMATION BY BUSINESS DIVISION

(non audited)

1 st quarter 2019					
<i>(In millions of euros)</i>	High Performance Materials	Industrial Specialties	Coating Solutions	Corporate	Total
Non-Group sales	1.008	642	558	7	2.215
Inter-division sales	2	41	19	-	
Total sales	1.010	683	577	7	
EBITDA	162	157	76	(25)	370
Recurring depreciation and amortization	(42)	(51)	(28)	(2)	(123)
Recurring operating income (REBIT)	120	106	48	(27)	247
Depreciation and amortization related to the revaluation of tangible and intangible assets as part of the allocation of the purchase price of businesses	(8)	-	(1)	-	(9)
Other income and expenses	(8)	(3)	0	(1)	(12)
Operating income	104	103	47	(28)	226
Equity in income of affiliates	0	(1)	-	-	(1)
Intangible assets and property, plant and equipment additions	47	39	20	3	109
Of which recurring capital expenditure	41	22	20	3	86
1 st quarter 2018					
<i>(In millions of euros)</i>	High Performance Materials	Industrial Specialties	Coating Solutions	Corporate	Total
Non-Group sales	998	661	507	6	2.172
Inter-division sales	2	41	19	-	
Total sales	1.000	702	526	6	
EBITDA	176	162	66	(21)	383
Recurring depreciation and amortization	(38)	(42)	(25)	(1)	(106)
Recurring operating income (REBIT)	138	120	41	(22)	277

Depreciation and amortization related to the revaluation of tangible and intangible assets as part of the allocation of the purchase price of businesses	(8)	-	-	-	(8)
Other income and expenses	(1)	(1)	(2)	-	(4)
Operating income	129	119	39	(22)	265
Equity in income of affiliates	0	0	-	-	0
Intangible assets and property, plant and equipment additions	25	27	8	3	63
Of which recurring capital expenditure *	23	22	8	3	56

* 2018 figures have been restated

CONSOLIDATED CASH FLOW STATEMENT

	<u>End of March</u> <u>2019</u>	<u>End of March</u> <u>2018</u>
<i>(In millions of euros)</i>	<i>(non audited)</i>	<i>(non audited)</i>
Cash flow - operating activities		
Net income	149	190
Depreciation, amortization and impairment of assets	172	114
Provisions, valuation allowances and deferred taxes	7	(17)
(Gains)/losses on sales of assets	(3)	0
Undistributed affiliate equity earnings	1	0
Change in working capital	(90)	(221)
Other changes	6	4
Cash flow from operating activities	242	70
<hr/>		
Cash flow - investing activities		
Intangible assets and property, plant, and equipment additions	(109)	(63)
Change in fixed asset payables	(66)	(29)
Acquisitions of operations, net of cash acquired	-	(165)
Increase in long-term loans	(8)	(8)
Total expenditures	(183)	(265)
Proceeds from sale of intangible assets and property, plant and equipment	4	0
Change in fixed asset receivables	(1)	0
Proceeds from sale of operations, net of cash sold	-	-

Proceeds from sale of unconsolidated investments	-	-
Repayment of long-term loans	10	5
Total divestitures	13	5
Cash flow from investing activities	(170)	(260)
Cash flow - financing activities		
Issuance (repayment) of shares and other equity	-	-
Purchase of treasury shares	(4)	-
Dividends paid to parent company shareholders	-	-
Dividends paid to non-controlling interests	(1)	(2)
Increase in long-term debt	1	1
Decrease in long-term debt	(14)	(4)
Increase/ decrease in short-term borrowings	36	20
Cash flow from financing activities	18	15
Net increase/(decrease) in cash and cash equivalents	90	(175)
Effect of exchange rates and changes in scope	(11)	22
Cash and cash equivalents at beginning of period	1.441	1.438
Cash and cash equivalents at end of period	1.520	1.285

CONSOLIDATED BALANCE SHEET

<i>(In millions of euros)</i>	<u>End of March</u> 2019 <i>(non audited)</i>	<u>End of</u> December 2018 <i>(audited)</i>
ASSETS		
Intangible assets, net	2.893	2.877
Property, plant and equipment, net	2.784	2.627
Equity affiliates : investments and loans	37	38
Other investments	33	33
Deferred tax assets	206	209
Other non-current assets	242	243
TOTAL NON-CURRENT ASSETS	6.195	6.027
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Inventories	1.209	1.136
Accounts receivable	1.389	1.247
Other receivables and prepaid expenses	180	173
Income taxes recoverable	86	80
Other current financial assets	2	7
Cash and cash equivalents	1.520	1.441
TOTAL CURRENT ASSETS	4.386	4.084
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TOTAL ASSETS	10.581	10.111
 LIABILITIES AND SHAREHOLDERS' EQUITY		
Share capital	766	766
Paid-in surplus and retained earnings	4.265	4.099
Treasury shares	(32)	(28)

Translation adjustments	191	142
SHAREHOLDERS' EQUITY - GROUP SHARE	5.190	4.979
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Non-controlling interests	52	49
<hr/>		
TOTAL SHAREHOLDERS' EQUITY	5.242	5.028
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Deferred tax liabilities	273	268
Provisions for pensions and other employee benefits	456	470
Other provisions and non-current liabilities	435	433
Non-current debt	2.360	2.246
TOTAL NON-CURRENT LIABILITIES	3.524	3.417
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Accounts payable	1.051	1.037
Other creditors and accrued liabilities	348	343
Income taxes payable	109	78
Other current financial liabilities	17	7
Current debt	290	201
TOTAL CURRENT LIABILITIES	1.815	1.666
<hr/>		
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	10.581	10.111

CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY

(non audited)

(In millions of euros)	Shares issued			Hybrid bonds	Retained earnings	Translation adjustments	Treasury shares		Shareholders' equity - Group share	Non-controlling interests	Shareholders' equity
	Number	Amount	Paid-in surplus				Number	Amount			
At January 1, 2019	76,581,492	766	1.263	689	2.147	142	(318.998)	(28)	4.979	49	5.028
Cash dividend	-	-	-	-	-	-	-	-	-	(1)	(1)
Issuance of share capital	-	-	-	-	-	-	-	-	-	-	-
Purchase of treasury shares	-	-	-	-	-	-	(55.621)	(4)	(4)	-	(4)
Grants of treasury shares to employees	-	-	-	-	-	-	-	-	-	-	-
Share-based payments	-	-	-	-	6	-	-	-	6	-	6
Other	-	-	-	-	-	-	-	-	-	-	-
Transactions with shareholders	-	-	-	-	6	-	(55.621)	(4)	2	(1)	1
Net income	-	-	-	-	147	-	-	-	147	2	149
Total income and expense recognized directly through equity	-	-	-	-	13	49	-	-	62	2	64
Comprehensive income	-	-	-	-	160	49	-	-	209	4	213
At March 31, 2019	76,581,492	766	1.263	689	2.313	191	(374.619)	(32)	5.190	52	5.242

ALTERNATIVE PERFORMANCE INDICATORS

To monitor and analyse the financial performance of the Group and its activities, the Group management uses alternative performance indicators. These are financial indicators that are not defined by the IFRS. This note presents a reconciliation of these indicators and the aggregates from the consolidated financial statements under IFRS.

RECURRING OPERATING INCOME (REBIT) AND EBITDA

<i>(In millions of euros)</i>	<u>End of March 2019</u>	<u>End of March 2018</u>
OPERATING INCOME	226	265
- Depreciation and amortization related to the revaluation of tangible and intangible assets as part of the allocation of the purchase price of businesses	(9)	(8)
- Other income and expenses	(12)	(4)
RECURRING OPERATING INCOME (REBIT)	247	277
- Recurring depreciation and amortization	(123)	(106)
EBITDA	370	383

Details of depreciation and amortizations:

<i>(In millions of euros)</i>	<u>End of March 2019</u>	<u>End of March 2018</u>
Depreciation and amortization	(172)	(114)
Of which: Recurring depreciation and amortization of tangible and intangible assets	(123)	(106)
Of which: Depreciation and amortization related to the revaluation of assets as part of the allocation of the purchase price of businesses	(9)	(8)
Of which: Impairment included in other income and expenses	(40)	0

ADJUSTED NET INCOME AND ADJUSTED EARNINGS PER SHARE

<i>(In millions of euros)</i>	<u>End of March 2019</u>	<u>End of March 2018</u>
		-
NET INCOME - GROUP SHARE	147	188
- Depreciation and amortization related to the revaluation of tangible and intangible assets as part of the allocation of the purchase price of businesses	(9)	(8)
- Other income and expenses	(12)	(4)
- Other income and expenses - Non-controlling interests	-	-
- Taxes on depreciation and amortization related to the revaluation of assets as part of the allocation of the purchase price of businesses	2	2

- Taxes on other income and expenses	1	1
- One-time tax-effects	-	2
ADJUSTED NET INCOME	165	195
- Weighted average number of ordinary shares	76,253,737	76,012,491
- Weighted average number of potential ordinary shares	76,594,223	76,178,438
ADJUSTED EARNINGS PER SHARE (€)	2.16	2.57
DILUTED ADJUSTED EARNINGS PER SHARE (€)	2.15	2.56

RECURRING CAPITAL EXPENDITURE

<i>(In millions of euros)</i>	<u>End of March 2019</u>	<u>End of March 2018</u>
		-
INTANGIBLE ASSETS AND PROPERTY, PLANT, AND EQUIPMENT ADDITIONS	109	63
- Exceptional capital expenditure	18	5
- Investments relating to portfolio management operations	-	-
- Capital expenditure with no impact on net debt *	5	2
RECURRING CAPITAL EXPENDITURE *	86	56

* 2018 figures have been restated

FREE CASH FLOW

<i>(In millions of euros)</i>	<u>End of March 2019</u>	<u>End of March 2018</u>
Cash flow from operating activities	242	70
+ Cash flow from investing activities	(170)	(260)
NET CASH FLOW	72	(190)
- Net cash flow from portfolio management operations	(1)	(165)
FREE CASH FLOW	73	(25)

WORKING CAPITAL

<i>(In millions of euros)</i>	<u>End of March 2019</u>	<u>End of December 2018</u>
Inventories	1.209	1.136
+ Accounts receivable	1.389	1.247
+ Other receivables including income taxes	266	253
+ Other current financial assets	2	7
- Accounts payable	1.051	1.037
- Other liabilities including income taxes	457	421
- Other current financial liabilities	17	7
WORKING CAPITAL	1.341	1.178

CAPITAL EMPLOYED

<i>(In millions of euros)</i>	<u>End of March 2019</u>	<u>End of December 2018</u>
<i>Goodwill, net</i>	1.631	1.618
+ Intangible assets other than goodwill, and property, plant and equipment, net	4.046	3.886
+ Investments in equity affiliates	37	38
+ Other investments and other non-current assets	275	276
+ Working capital	1.341	1.178
CAPITAL EMPLOYED	7.330	6.996

NET DEBT

<i>(In millions of euros)</i>	<u>End of March 2019</u>	<u>End of December 2018</u>
Non-current debt	2.360	2.246
+ Current debt	290	201
- Cash and cash equivalents	1.520	1.441
NET DEBT	1.130	1.006

IFRS 16 IMPACTS IN THE FIRST QUARTER 2019

Since January 1, 2019, Arkema applies IFRS 16 "Leases". The impacts in 1Q'19 of this standard on the main aggregates and alternative performance indicators used by the Group are described below. The 2018 figures have not been restated.

CONSOLIDATED INCOME STATEMENT

	IFRS 16 impact
EBITDA	13
Recurring depreciation and amortization	(13)
Recurring operating Income (REBIT)	-
Operating Income	-
Financial result	(1)
Adjusted net income	(1)
Net income	(1)

CONSOLIDATED CASH FLOW STATEMENT

	IFRS 16 impact
Cash flow from operating activities	12
Cash flow from financing activities	(12)
Free cash flow	12

CONSOLIDATED BALANCE SHEET

IFRS 16 impact as March 31, 2019	
Property, plant and equipment, net	159
Total assets	159
Non-current debt	116
Current debt	43
Total liabilities and shareholders' equity	159
Net debt	159

INFORMATION BY BUSINESS DIVISION

IFRS 16 impact	High Performance Materials	Industrial Specialties	Coating Solutions	Corporate
EBITDA	4	6	2.5	0.5
Recurring depreciation and amortization	(4)	(6)	(2.5)	(0.5)
Recurring operating Income (REBIT)	-	-	-	-

On 15 May 2019, the Issuer published the following press release:

"Colombes (France) – May, 16, 2019

Arkema to acquire ArrMaz, a US-based leader in specialty surfactants

- **ArrMaz is a global leader in specialty surfactants for crop nutrition, mining and infrastructure markets with sales of US\$290 million and 18% EBITDA margin**
- **The acquisition reinforces our Performance Additives, one of the three strong pillars within the High Performance Materials division, along with Adhesives and Technical Polymers**
- **ArrMaz specializes in tailored and sustainable solutions for attractive markets driven by mega-trends and fast-growing countries**
- **The transaction will combine Arkema's and ArrMaz's complementary expertise in differentiated formulations, technologies and geographic reach for specialty surfactants**
- **The purchase price is based on an enterprise value of US\$570 million, which corresponds to an EV/EBITDA multiple of 10.8x (~7x EBITDA 2023 including synergies)**
- **This acquisition of a profitable, resilient and low capital intensive business is another milestone in Arkema's growth journey towards specialties**

Another milestone towards specialties

Arkema reaches another milestone in its journey of growth in specialties with the planned acquisition of ArrMaz. With US\$290 million sales, 18% EBITDA margin and around 2.5% of capex to sales, ArrMaz is a US-based leader in specialty surfactants for crop nutrition, mining and infrastructure.

The acquisition of this profitable, resilient and low capital intensive business is fully in line with Arkema's long-term ambition to achieve over 80% of sales in specialties by 2023.

ArrMaz will be integrated in Performance Additives, one of the three strong pillars which will drive growth of the High Performance Materials division, along with Adhesives and Technical Polymers.

A global leader in specialty surfactants

ArrMaz offers tailored and sustainable solutions for the specific and ever-changing needs of its customers in a variety of industrial markets. Thanks to its formulation expertise and well-established leadership positions, ArrMaz has forged long-term relationships with major industrial customers, leaders in their own fields, to support their development.

Leader in several attractive niche markets, ArrMaz's growth is driven by sustainable trends such as limited natural resources, a growing world population, and development of new energy sources.

In the crop nutrition market, ArrMaz offers innovative additives that enhance the efficiency and quality of fertilizer production and distribution while promoting responsible farming. In the mining market, it offers a wide range of additives to help optimize grade recovery and process performance in mining operations, thereby enabling the most environmentally sound practices. Moreover, in the infrastructure market, ArrMaz supplies additives that help improve road longevity, quality and recyclability.

ArrMaz has built an extensive commercial presence in North America, South America, Asia and in the fast growing regions of the Middle East and Africa, where it recently opened state-of-the-art facilities. It employs 400 employees and operates 9 manufacturing sites around the world.

Combined with Arkema's strong expertise in formulation and specialty surfactants, this acquisition will join two organizations that are highly complementary in terms of geography as well as commercial and technological capabilities. Arkema will thus be well positioned to accelerate its growth in legacy markets and to enter new segments (additives for nutrients, lithium extraction and oil & gas process aids), with an expectation of delivering above-GDP growth.

A superior value creation

Beyond ArrMaz's favorable organic growth profile, significant and well-identified synergies, which are expected to amount to approximately US\$15 million by 2023, support the attractive economics of the acquisition. They will pertain mostly to purchasing and commercial complementarities between Arkema and ArrMaz. Including these synergies and ArrMaz's organic growth, the enterprise value / EBITDA multiple after 4 years is expected to stand at around 7 times.

Finally, the acquisition is expected to have an accretive impact on cash and earnings per share from the first year of integration, and will contribute to the Group's 2020 and 2023 objectives.

Completion of the transaction is expected in the summer of 2019, subject to approval by relevant antitrust authorities."

On 5 June 2019, the Issuer published the following press release:

“Colombes (France) – 5 June, 2019

Arkema intends to issue a new Euro-denominated hybrid note and to launch a capped tender offer on its outstanding €700 million hybrid note

Arkema (the “**Company**”) announces today its intention to issue new Euro denominated undated non-call 5.25 year deeply subordinated fixed rate resettable notes (the “**New Notes**”). The pricing of the New Notes is expected to be announced later today. The New Notes are scheduled to be admitted to trading on Euronext Paris. It is also expected that the rating agencies will assign the New Notes a rating of BBB- (S&P) and Ba1 (Moody’s) and an equity content of 50%.

The Company is also launching a tender offer (the “**Tender Offer**”) intended to partially repurchase its €700,000,000 undated deeply subordinated fixed to reset rate notes with a first call date on 29 October 2020 issued by the Company on 29 October 2014 (of which €700,000,000 is currently outstanding) and admitted to trading on Euronext Paris (ISIN: FR0012278539) (the “**2014 Notes**”).

The Tender Offer is subject to a maximum acceptance amount which is expected to be equal to the principal amount of the New Notes.

The purpose of the Tender Offer and the planned issuance of New Notes is, amongst other things, to proactively manage the refinancing of the Company’s outstanding hybrid notes, taking advantage of favorable market conditions. The aggregate size of the Company’s stock of hybrid notes will remain at least equal as a result.

It is expected that the portion of the 2014 Notes not refinanced by the New Notes will continue to be assigned a 50% equity credit by the rating agencies (S&P/Moody’s). It is therefore expected that, following the new issue and Tender Offer, the Company’s overall hybrid equity credit will remain constant.

The results of the Tender Offer will be announced on 13th June 2019 (subject to changes as a result of any extension, withdrawal, termination or amendment of the Tender Offer).”

On 5 June 2019, the Issuer published the following press release:

“Colombes (France) – 5 June, 2019

Arkema successfully priced its €400 million undated hybrid notes

Arkema (the “**Company**”) successfully priced its issuance of €400 million undated 5.25 year non-call deeply subordinated hybrid notes with a coupon of 2.75% until the first call date (the “**New Notes**”).

The issuance has seen very strong investor interest, with an order book above €3 billion.

The bonds will be subordinated to any senior debt, and will be recognized in equity in accordance with IFRS rules. They will be subject to capital treatment equivalent to 50% of their amount by Moody’s and Standard and Poor’s rating agencies.

It is reminded that the Company simultaneously launched a capped tender offer (the “**Tender Offer**”) on its undated deeply subordinated hybrid notes with a coupon of 4.75% and a first call date on 29 October 2020 issued by the Company on 29 October 2014. The indicative maximum acceptance amount of the Tender Offer will be equal to the principal amount of the New Notes, €400 million.

Through this combined transaction, the Company partially refinances its outstanding hybrid notes, taking advantage of favorable market conditions.”

TAXATION

Please refer to “Taxation” on pages 88 and 89 of the Base Prospectus which is incorporated by reference in this Prospectus, provided that the reference in the section “Taxation” of the Base Prospectus to the “Base Prospectus” shall be deemed to refer to the “Prospectus”.

SUBSCRIPTION AND SALE

Please refer to “Subscription and Sale” on pages 90 to 93 of the Base Prospectus which is incorporated by reference in this Prospectus, provided that (i) references in the section “Subscription and Sale” of the Base Prospectus to the “relevant Final Terms” and the “Dealers” shall be deemed to refer to the “Prospectus” and to the “Joint Lead Managers” respectively and (ii) the “Prohibition of Sales to EEA Retail Investors” shall be deemed to be applicable.

Subscription Agreement

BNP Paribas, Citigroup Global Markets Limited and Natixis (together, the “**Joint Lead Managers**”) have, pursuant to the Amended and Restated Dealer Agreement dated 12 December 2018 and a Subscription Agreement dated 12 June 2019, jointly and severally agreed with the Issuer, subject to the satisfaction of certain conditions, to subscribe the Notes at an issue price equal to 99.989 per cent. of the principal amount of the Notes, less any applicable commission. The Issuer has agreed to indemnify the Joint Lead Managers against certain liabilities in connection with the offer and sale of the Notes. The Joint Lead Managers have agreed to indemnify the Issuer against certain liabilities in connection with the offer and sale of the Notes. The Subscription Agreement entitles the Joint Lead Managers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

GENERAL INFORMATION

(1) Legal Entity Identifier (LEI)

The LEI of the Issuer is 9695000EHMS84KKP2785.

(2) AMF visa and admission to trading

Application has been made to the AMF to approve this document as a prospectus. Application has also been made for Notes to be admitted to trading on Euronext Paris on or about 17 June 2019.

The estimated costs for the admission to trading of the Notes are Euro 18,200 (including AMF's fees).

(3) Corporate authorisations

The Issuer has obtained all necessary consents, approvals and authorisations in France in connection with the issue and performance of its obligations under the Notes.

The issue of the Notes has been authorised by a decision of Thomas Lestavel, *Directeur Financement et Trésorerie* of the Issuer, dated 5 June 2019, pursuant to a resolution of the Board of Directors (*Conseil d'administration*) of the Issuer dated 5 November 2018.

(4) No significant change in the financial or trading position

Except as disclosed in this Prospectus, there has been no significant change in the financial or trading position of the Issuer or the Group since 31 March 2019.

(5) No material adverse change

Except as disclosed in this Prospectus, there has been no material adverse change in the prospects of Arkema since 31 December 2018.

(6) Legal and arbitration proceedings

Except as disclosed in this Prospectus, Arkema is not or has not been involved in any governmental, legal or arbitration proceedings (including any such proceeding which are pending or threatened of which Arkema is aware), during a period covering at least the previous twelve (12) months which may have, or have had in the recent past, significant effects on the financial position or profitability of Arkema or the Group.

(7) Material contracts

Except as disclosed in this Prospectus, there are no material contracts that are not entered into in the ordinary course of the Issuer's business, which could result in any Group member being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to the Noteholders in respect of the Notes.

(8) Clearing

The Notes have been accepted for clearance through the Euroclear and Clearstream, systems which are entities in charge of keeping the records. The Common Code for the Notes is 201045665, the International Securities Identification Number (ISIN) is FR0013425170.

The address of Euroclear is 1 boulevard du Roi Albert II, 1210 Bruxelles, Belgium and the address of Clearstream is 42 avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg.

The Notes will be inscribed in the books of Euroclear France (acting as central depository). The address of Euroclear France is 66, rue de la Victoire, 75009 Paris, France.

(9) Yield

The yield in respect of the Notes is 2.750 per cent. *per annum* from the Issue Date up to the First Reset Date and is calculated at the Issue Date on the basis of the issue price of the Notes. It is not an indication of future yield.

(10) Documents available

For so long as the Notes issued are outstanding, the following documents will be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection at the office of the Issuer, or otherwise, using any kinds of communication means, permitted by law, at the choice of the Issuer and from the specified offices of the Paying Agents, free of charge:

- (i) the *statuts* of the Issuer;
- (ii) a copy of the documents incorporated by reference in this Prospectus, which comprise the Base Prospectus, the 2018 Registration Document and the 2017 Registration Document; and
- (iii) all reports, letters and other documents, historical financial statements, valuations and statements prepared by any expert at the Issuer's request any part of which is included or referred to in this Prospectus.

For so long as Notes are outstanding, this Prospectus will be available on the website of the AMF (www.amf-france.org) and on the website of the Issuer (<http://www.arkema.com/en/investor-relations/financials/debt/index.html>).

(11) Forward-looking statements

This Prospectus contains certain statements that are forward-looking including statements with respect to the Issuer's business strategies, expansion and growth of operations, trends in its business, competitive advantage, and technological and regulatory changes, information on exchange rate risk and generally includes all statements preceded by, followed by or that include the words "believe", "expect", "project", "anticipate", "seek", "estimate" or similar expressions. Such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and actual results may differ materially from those in the

forward-looking statements as a result of various factors. Potential investors are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof.

(12) Regulation S

The Notes issued by the Issuer qualify under Category 2 for the purposes of Regulation S under the Securities Act (“**Regulation S**”).

(13) Statutory auditors

KPMG Audit a department of KPMG S.A. and Ernst & Young Audit have audited and rendered their audit reports on the consolidated financial statements of Arkema for the years ended 31 December 2017 and 2018 prepared in accordance with IFRS as adopted by the European Union. Both entities are regulated by the *Haut Conseil du Commissariat aux Comptes*, duly authorised as *Commissaires aux comptes* and members of the *Compagnie Régionale des Commissaires aux Comptes de Versailles*.

(14) Information sourced from third parties

Where information in this Prospectus has been sourced from third parties, this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.

(15) Conflicts of interest

At the date of this Prospectus, to the knowledge of the Issuer, there are no other potential conflicts of interest between the duties, to the Issuer, of the members of the Board of Directors (*Conseil d’administration*), the general management and their private interests and/or other duties. To the knowledge of the Issuer, there are no arrangements or agreements, with the main shareholders, customers or suppliers of the Issuer, pursuant to which a member of the board of directors or the general management has been appointed.

Save for any fees payable to the Joint Lead Managers, as far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the issue.

(16) Stabilisation

In connection with the issue of the Notes, Natixis will act as stabilising manager (the “**Stabilising Manager**”). The Stabilising Manager (or any person acting on behalf of the Stabilising Manager) may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 calendar days after the Issue Date and 60 calendar days after the date of the allotment of the Notes. Any stabilisation action or over-allotment must be conducted by the Stabilising Manager (or any person acting on behalf of the Stabilising Manager) in accordance with all applicable laws and rules.

(17) Ratings

The Notes have been rated BBB- by S&P Global Ratings Europe Limited (“**S&P**”) and Ba1 by Moody’s Deutschland GmbH (“**Moody’s**”). The Issuer’s long term debt is currently rated BBB+ (stable outlook) by S&P and Baa2 (positive outlook) by Moody’s. As of the date of this Prospectus, S&P and Moody’s are established in the European Union and registered under the CRA Regulation and are included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority’s website (www.esma.europa.eu/page/List-registered-and-certified-CRAs). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

(18) Benchmarks Regulation

The Euro 5-Year Swap Rate is administered by ICE Benchmark Administration (the "**Mid-Swap Administrator**"). EURIBOR is used for the purposes of determining the Euro 5-Year Swap Rate in order to calculate the rate of interest on the Notes on each Interest Payment Date from (and including) the First Reset Date. EURIBOR is administered by the European Money Markets Institute (the "**EURIBOR Administrator**"). The Mid-Swap Administrator appears on the list of administrators and critical benchmarks established and maintained by the European Commission pursuant to Article 20 (1) of the Benchmarks Regulation. As at the date of this Prospectus, the EURIBOR Administrator does not appear on the list of administrators and critical benchmarks established and maintained by the European Commission pursuant to Article 20 (1) of the Benchmarks Regulation. As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that the EURIBOR Administrator is not currently required to obtain authorisation or registration.

(19) Currency

In this Prospectus, unless otherwise specified or the context otherwise requires, references to “€”, “Euro”, “EUR” or “euro” are to the single currency of the participating member states of the European Union which was introduced on 1 January 1999.

PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE PROSPECTUS

To the best knowledge of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and contains no omission likely to affect its import. The Issuer accepts responsibility accordingly.

Arkema
420, rue d'Estienne d'Orves
92700 Colombes
France

On 12 June 2019
Duly represented by:

Thomas Lestavel
Directeur Financement et Trésorerie
Authorised Signatory



In accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and its General Regulations (*Règlement général*), in particular Articles 211-1 to 216-1, the *Autorité des marchés financiers* ("AMF") has granted to this Prospectus the visa n°19-257 on 12 June 2019. This Prospectus has been prepared by the Issuer and its signatories assume responsibility for it.

In accordance with Article L.621-8-1-I of the French *Code monétaire et financier*, the visa has been granted following an examination by the AMF of "whether the document is complete and comprehensible, and whether the information in it is coherent". It does not imply that the AMF has verified the accounting and financial data set out in it and the appropriateness of the issue of the Notes.

Registered Office of the Issuer

Arkema

420, rue d'Estienne d'Orves
92700 Colombes
France

Joint Lead Managers

BNP Paribas

10 Harewood Avenue
London NW1 6AA
United Kingdom

Citigroup Global Markets Limited

Citigroup Centre
Canada Square
London E14 5LB
Canary Wharf
United Kingdom

Natixis

30, avenue Pierre Mendès France
75013 Paris
France

Fiscal Agent, Principal Paying Agent and Calculation Agent

Société Générale

BP 81236
32, rue du Champ de Tir
44312 Nantes Cedex 3
France

Auditors to the Issuer

KPMG Audit

Département de KPMG S.A.
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Ernst & Young Audit

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Legal Advisers

To the Issuer

(as to French law)

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To the Joint Lead Managers

(as to French law)

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