

Base Prospectus dated 9 April 2020

THIS DOCUMENT IS A FREE TRANSLATION OF THE FRENCH LANGUAGE "PROSPECTUS DE BASE" DATED 9 APRIL 2020 PREPARED BY SYCTOM. IN THE EVENT OF ANY AMBIGUITY OR CONFLICT BETWEEN CORRESPONDING STATEMENTS OR OTHER ITEMS CONTAINED IN THESE DOCUMENTS, THE RELEVANT STATEMENTS OR ITEMS OF THE FRENCH LANGUAGE "PROSPECTUS DE BASE" SHALL PREVAIL.



Sycotom, the metropolitan agency for household waste
Euro Medium Term Note Programme
€1,000,000,000

Sycotom, the metropolitan agency for household waste (the **Issuer**, l'Agence Métropolitaine des Déchets Ménagers or **Sycotom**) may, under the Euro Medium Term Note Programme (the **Programme**) presented in this base prospectus (the **Base Prospectus**) at any time, in compliance with all applicable regulations and directives, issue notes (the **Notes**). The aggregate nominal amount of the Notes outstanding shall not, at any time, exceed €1,000,000,000.

Application may, under certain circumstances, be made for Notes to be admitted to trading on Euronext Paris (**Euronext Paris**). Euronext Paris is a regulated market as defined in Directive 2014/65/EU dated 15 May 2014 as amended (a **Regulated Market**). The Notes may also be listed for trading on another Regulated Market of a Member State of the European Economic Area and/or the United Kingdom or on a non-regulated market or not be admitted for trading on any market. The final terms prepared for an issue of Notes (the **Final Terms**), based on the form set out in the Base Prospectus, shall specify whether or not such Notes shall be listed for trading on a regulated market and shall list, if applicable, the relevant Regulated Market(s). Notes admitted to trading on a Regulated Market shall have a nominal value, specified in the Final Terms, equal to or greater than €100,000 or any other larger amount that may be authorised or required by any relevant competent authority or any applicable law or regulation.

This Base Prospectus was approved by the French Autorité des marchés financiers (the **AMF**), as the competent authority under Regulation (EU) 2017/1129 of the European Parliament and Council of 14 June 2017 concerning the prospectus to be published for a public offering of securities or for the admission of securities to trading on a regulated market (the **Prospectus Regulation**). The AMF approves this Base Prospectus only as to compliance with the standards for completeness, understanding and coherence required by the Prospectus Regulation. This approval must not be considered to be a favourable opinion on the Issuer or on the quality of the Notes described in the present Base Prospectus. Investors are invited to perform their own assessment of the opportunity to invest in the Securities.

The Notes shall be issued in dematerialised form, as more fully described in the Base Prospectus. The Notes will be recorded in an account in accordance with Articles L. 211-3 et seq. of the French Monetary and Financial Code (Code monétaire et financier). No physical document shall be issued to represent the Notes.

The Notes may be issued, at the Issuer's discretion either (a) in bearer form, recorded on the date of issue in the books of Euroclear France (acting as central depository), which shall credit the account of the Account Holders (as defined in "Terms of the Notes - Form, denomination, and title") including Euroclear Bank SA/NV. (**Euroclear**) and the depository bank for Clearstream Banking S.A. (**Clearstream**) or (b) in registered form and, in such case, at the option of the relevant Noteholder (as defined in "Terms of the Notes - Form, denomination and title"), or in pure registered form (nominatif pur), in which case they shall be recorded in an account in the books of the Issuer or an agent (as specified in the applicable Final Terms) on behalf of the Issuer, or in administered registered form (nominatif administré), in which case they shall be entered in an account with the Account Holder designated by the Noteholder in question.

The issuer was rated A+, outlook positive, by S&P Global Ratings (**S&P**). The Programme has been rated A+ by S&P. Notes issued under the Programme may be rated or not. The rating of the Notes, if any, shall be specified in the applicable Final Terms. The rating of the Notes may not necessarily be the same as that of the Programme. A rating is not a recommendation to buy, sell or hold Notes and may be suspended, amended or withdrawn by the relevant rating agency at any time. On the date of the Base Prospectus, S&P is a rating agency established in the European Union and registered in accordance with Regulation (EC) No. 1060/2009 of the European Parliament and Council of 16 September 2009 relating to credit rating agencies as amended (the **ANC Regulation**) and is included on the list of rating agencies published on the European Securities and Markets Authority website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the ANC Regulation.

Potential investors should be aware of the risks described in the section "Risk factors" before making any decision to invest in Notes issued under this Programme.

The Base Prospectus, any supplement thereto, the documents incorporated by reference in this Base Prospectus and, as long as the Notes are listed for trading on a Regulated Market pursuant to the Prospectus Regulation, the relevant Final Terms shall be published on the websites of (a) the AMF (www.amf-france.org) and (b) the Issuer (www.sycotom-paris.fr/acteur-public/budget/programme-euro-medium-term-notes-emtn.html).

Arranger
HSBC France

Dealers

HSBC France

Crédit Agricole CIB

Société Générale
Corporate & Investment Banking

This Base Prospectus (together with any supplement thereto) constitutes a base prospectus pursuant to Article 8 of the Regulation Prospectus containing or incorporating by reference all information necessary and important about the Issuer to enable investors to make a fully informed assessment of the assets and liabilities, profits and losses, financial position and outlook of the Issuer, on the rights attached to the Notes, as well as the reasons for each issue and their impact on the Issuer. Each Tranche (as defined in the chapter “General Description of the Programme”) of Notes shall be issued in accordance with the provisions set forth in "Terms and Conditions of the Notes" of this Base Prospectus, as completed by the provisions of the applicable Final Terms agreed by the Issuer and the Dealers (as defined in “General Description of the Programme”) at the time of issue of said Tranche. The Base Prospectus (together with any supplement thereto) combined with the Final Terms shall constitute a prospectus within the meaning of Article 6 of the Prospectus Regulation.

In connection with the issue or sale of the Notes, no person has been authorised to provide information or make any representations other than those contained or incorporated by reference in this Base Prospectus. No such information or representation may be treated as having been authorised by the Issuer, the Arranger or any of the Dealers. Neither the delivery of this Base Prospectus nor any sale made on the basis of this document shall under any circumstances imply that there has been no adverse change in the situation, in particular the financial situation, of the Issuer since the date of this document or since the date of the most recent supplement to this prospectus, or that any other information provided in connection with this Programme is accurate on any date subsequent to the date on which it was provided or, if different, the date indicated on the document containing such information.

The distribution of this Base Prospectus and the offering or sale of any Notes may be restricted by law in certain countries.

For a description of certain restrictions applicable to the offering, sale and transfer of the Notes and the distribution of this Base Prospectus, potential investors are invited to refer to the section “Subscription and Sale”.

GOVERNANCE OF THE MIFID II PRODUCTS / TARGET MARKET: eligible counterparties and professional customers only - The Final Terms of each series of Notes will contain a section titled "Governance of the MiFID II Products”, which will describe the evaluation of the target market for the Notes, taking into consideration the five (5) categories referenced in point 18 of the Guidelines published by the European Financial Markets Authority on 5 February 2018, as well as the appropriate distribution channels for the Notes. Any person who subsequently offers, sells or recommends the Notes (a distributor) must take into consideration this evaluation of the target market; however, a distributor subject to Directive 2014/65/EU (as amended, MiFID II) must conduct his own evaluation of the target market for the Notes (using or expanding the depth of the evaluation made of the target market) and determine the appropriate distribution channels.

For each issue, it will be determined whether, for the needs of the rules of governance for products under the Delegated Directive (EU) 2017/593 (the Governance Rules for MiFID Products), any Dealer subscribing to the Notes must be considered the producer of such Notes; if not, neither the Arranger nor the Dealers, nor any of their respective affiliates shall be producers as defined by the Rules of Governance for MiFID Products.

BAN ON SALE TO RETAIL CUSTOMER INVESTORS IN THE EUROPEAN ECONOMIC AREA AND THE UNITED KINGDOM – If the Final Terms in question contain a notice titled “Ban on sale to retail customer investors in the European Economic Area and the United Kingdom”, the Notes shall not be intended to be offered, sold or otherwise made available and must not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the EEA) or the United Kingdom. For the needs of this notice, “retail investor” means a person who meets one (or more) of the following criteria: (i) is a “retail customer” within the meaning of Article 4, section 1, point 11, of MiFID II; or (ii)

is a “customer” as defined by Directive 2016/97/EC (as amended, the Insurance Intermediation Directive), when such a person does not meet the definition of a professional customer given in Article 4, section 1, point 10 of MiFID II; or (iii) is not a qualified investor as defined by the Prospectus Regulation. Therefore, no key information document required by Regulation (EU) No. 1286/2014 (as amended, the PRIIPs Regulation), for the offer or sale of the Notes, or otherwise to make them available to retail customer investors in the EEA or the United Kingdom has been prepared and, therefore, the offer or sale of the Notes or otherwise to make them available to a retail investor in the EEA or the United Kingdom may be considered illegal under the PRIIPs Regulation.

This Base Prospectus constitutes neither an invitation nor an offer made by or on behalf of the Issuer, the Dealers or the Arranger to subscribe for or purchase the Notes.

Neither the Dealers nor the Issuer makes any representation to any prospective investor in the Notes as to the lawfulness of their investment under applicable laws. Any prospective investor in the Notes must be capable of assuming the economic risk that its investment in the Notes implies for an unlimited period of time.

Neither the Arranger nor the Dealers has verified the information contained or incorporated by reference in this Base Prospectus. Neither the Arranger nor any of the Dealers makes any express or implied representation, or accepts any liability as to the accuracy or completeness of any information contained or incorporated by reference in this Base Prospectus. The Base Prospectus is not intended to provide the basis of any financial estimate or other evaluation and must not be treated as a recommendation to buy Notes made by the Issuer, the Arrangers or the Dealers to any recipients of this Base Prospectus. Each prospective investor in Notes must make his own assessment of the relevance of the information contained in this Base Prospectus and his decision to purchase Notes must be based on such research as he considers necessary. Neither the Arranger nor any of the Dealers undertakes to review the financial position or the business of the Issuer during the life of this Base Prospectus, nor undertakes to inform any investor or prospective investor of any information of which it becomes aware.

This Base Prospectus is valid until 9 April 2021. The obligation to prepare a supplement in the event of a new material fact, any error in substantial inaccuracy shall no longer apply when the Base Prospectus is no longer valid.

The Notes may not be a suitable investment for all investors. Each prospective investor must determine, on the basis of his own assessment and with the assistance of any adviser he may consider appropriate in the circumstances, the suitability of an investment in the Notes in light of his personal circumstances.

Important warning relating to Green Bonds

Prior to an investment in Green Bonds, potential investors must read the information that appears in the sections on “Use of Proceeds” in this Base Prospectus and on “Use of Proceeds” in the relevant Final Terms, to form their opinion on the relevance of such information, and conduct any other analysis they deem necessary. In particular, the Issuer does not guarantee that the use of the funds for a given Eligible Green Project will meet, in whole or in part, the present or future expectations or requirements of investors with regard to the investment criteria or guidelines with which the investors or their investments must comply, whether under any present or future applicable law or regulation, or under their articles or association or other rules governing their investment mandate, particularly with respect to the direct or indirect environmental or social impact or impact on sustainable development, of any project or use, qualified as an Eligible Green Project or related thereto. Moreover, it should be noted that, as of this date, there is no definition (legal, regulatory or other) or Market consensus on what constitutes a “green”, “social” or “sustainable development” impact or a project with an equivalent label, nor on the conditions required for a project to be qualified as such. Within the framework of its Action Plan to “finance sustainable growth”, the European Commission plans to establish a unified system for classification of sustainable activities, which should be integrated progressively within

European laws, but no element as of this date can ensure that a clear definition or a consensus will be found.

As a result, no guarantee is, or can be, given to investors on the fact that the Eligible Green Projects will meet, in whole or in part, their expectations or requirements concerning such impacts or that an unfavourable environmental, social and/or other impact will not occur during the implementation of the Eligible Green Projects.

Moreover, investors' attention is called to the fact that, on the date of issue and at each moment until the maturity of the Green Bonds, it is possible that they do not have, despite the annual report established by the Issuer (see the section "Use of Proceeds" in this Base Prospectus), complete knowledge of all the Green Projects that may be financed or refinanced by the net proceeds of the issue. In addition, as the number of type of Eligible Green Projects for a given issue may vary significantly, it is possible that, for practical and/or confidentiality reasons, the list of Eligible Green Projects will not be exhaustively described in the annual report and that the Issuer will provide only a summary of Eligible Green Projects by category.

Finally, no guarantee is given and no representation is made on the relevance or reliability, for any purpose, of the second opinion on the responsible nature of the Sycotom green bonds issued by Vigeo-Eiris (the Second Opinion) or of any opinion or certification that may be provided in the context of the issuance of the Green Bonds and, in particular, on the fact that an Eligible Green Project meets environmental, social, sustainable development and/or other criteria. To avoid any ambiguity, neither the Second Opinion nor any other opinion or certification is, or will be deemed to be, incorporated in and/or be part of this Base Prospectus.

CONTENTS

	Page
General Description of the Programme	6
Risk Factors	11
Documents Incorporated by Reference	22
Supplement to the Base Prospectus	24
Terms and Conditions of the Notes	25
Description of the Issuer	51
Subscription and Sale	94
Use of Proceeds	97
Form of Final Terms	98
General Information	111
Responsibility for the Base Prospectus	114

GENERAL DESCRIPTION OF THE PROGRAMME

The following general description must be read together with all other information provided in this Base Prospectus. The Notes shall be issued under the terms and conditions agreed on by the Issuer and the Dealer or Dealers in question and shall be subject to the Terms and Conditions set forth on pages [24] to [51] of the Base Prospectus.

The terms and expressions defined in the section “Terms and Conditions of the Notes” hereinafter shall have the same meaning in this general description of the programme.

This general description of the programme constitutes a general description of the Programme for the purposes of Article 25.1.b) of Delegated Regulation (EU) 2019/980 of the Commission. It does not serve as a summary of the Base Prospectus as defined in Article 7 of the Prospectus Regulation.

Issuer:	Syctom, the metropolitan agency for household waste
Description of the Programme:	<i>Euro Medium Term Note Programme (the Programme).</i> The Notes constitute bonds (obligations) as defined under French law.
Arranger:	HSBC France
Dealers:	Crédit Agricole Corporate and Investment Bank Société Générale HSBC France The Issuer may, at any time, terminate the appointment of any Dealer under the Programme, or appoint additional Dealers either in respect of one or more Tranches, or in respect of the whole Programme. Any reference made in this Base Prospectus to the Permanent Dealers refers to the persons listed above as Dealers and to any other person who has been appointed as a Dealer in respect of the whole Programme (and whose appointment has not been terminated) and any reference made to Dealers refers to any Permanent Dealer and any other person appointed as Dealer in respect of one or more Tranches.
Fiscal Agent and Principal Paying Agent:	Banque Internationale à Luxembourg
Calculation Agent:	Unless otherwise stipulated in the relevant Final Terms, Banque Internationale à Luxembourg.
Maximum Amount of the Programme:	The aggregate nominal amount of the Notes outstanding shall not, at any time, exceed €1,000,000,000.
Method of Issuance:	The Notes shall be issued on a syndicated or non-syndicated basis. The Notes will be issued by series (each is one Series). The Notes of each Series are fungible with the others. Each Series may be issued in tranches (each a Tranche). The specific terms of each Tranche will be identical to the terms of the other Tranches in the same Series (with the exception of the issue date, the issue price, the first interest payment

and the nominal amount of the Tranche) and will appear in the relevant final terms (the **Final Terms**) that complete this Base Prospectus.

Maturities: Subject to compliance with all applicable laws, regulations and directives, the Notes shall have a minimum maturity of one month from the initial issue date as indicated in the relevant Final Terms.

Currencies: Subject to compliance with all applicable laws, regulations and directives, the Notes may be issued in euros.

Nominal value: The Notes shall have the nominal value indicated in the applicable Final Terms (the **Specified Nominal Value**). The Notes must be issued with a single Specified Nominal Value. Notes admitted to trading on a Regulated Market shall have a unit nominal value equal to or greater than €100,000 euros or any other larger amount that may be authorised or required by the relevant competent authority or any law or regulation applicable to the Specified Currency.

Status of the Notes and Negative Pledge: The Notes constitute direct, unconditional, unsubordinated and (subject to the paragraph below) unsecured commitments of the Issuer all ranked the same and (subject to the mandatory exceptions under French law) ranked equally with any other present or future unsubordinated and unsecured commitment of the Issuer.

For as long as the Notes are outstanding (as defined in the Terms and Conditions), the Issuer shall not grant or allow the continuation of any mortgage, pledge, lien or other form of real security interest on any assets or revenues, present or future, to secure any borrowing, present or future, represented by bonds, securities or other negotiable instruments with a maturity greater than one year, and which are (or may be) listed for trading on any market, unless the obligations of the Issuer arising from the Notes benefit from equivalent and equally ranked security.

Accelerated Payment Events: The Terms and Conditions of the Notes define Accelerated Payment Events, as more fully described in the section "Terms and Conditions of the Notes - Accelerated Payment Events".

Redemption Amount: Except in the event of early redemption or purchase followed by cancellation, the Notes shall be redeemed at the Maturity Date specified in the applicable Final Terms and at the Final Redemption Amount.

Optional Redemption: The Final Terms prepared in respect of each issue of Notes will indicate whether or not such Notes may be redeemed at the Issuer's discretion (in whole or in part) and/or at the option of the Noteholders before their stipulated maturity date and, if so, the terms applicable to such redemption.

Redemption in Instalments: The Final Terms governing Notes redeemable in two or more instalments shall specify the dates on which said Notes may be redeemed and the amounts to be paid.

Early Redemption: Subject to the provisions of the “Optional Redemption” paragraph above, the Notes may be redeemed early at the Issuer’s discretion only for tax reasons and/or in the event of an illegality.

Withholding tax: All payments of principal, interest or other amounts linked to the Notes made by or on behalf of the Issuer shall be made without any withholding or deduction for any income or other tax imposed, levied or collected by or on behalf of France or any French authority that has the power to levy taxes, unless such withholding or deduction is required by law.

If, pursuant to French law, payments of principal, interest or other income on any Note became subject to withholding or deduction for any present or future income or other tax, the Issuer undertakes, to the fullest extent permitted by law, to increase the amount of such payments so that Noteholders receive the full amount that would have been paid to them in the absence of such withholding or deduction, subject to various exceptions detailed in the section on "Terms and Conditions of the Notes - Taxes" in this Base Prospectus.

Interest Periods and Rates: For each Series of Notes, the duration of the interest periods, the applicable interest rate and the method of calculation may be the same or different depending on the Notes. The Notes may carry a maximum interest rate (a **Maximum Interest Rate**), a minimum interest rate (a **Minimum Interest Rate**) or both; it is specified that (i) under no circumstances shall the amount of the interest payable on each Note be less than zero and (ii) except for the higher Minimum Interest Rate stipulated in the relevant Final Terms, the Minimum Interest Rate shall be equal to zero. The Notes may bear interest at different rates during the same interest period because of the use of accrued interest periods (defined in the Terms and Conditions as Accrued Interest Periods). All this information shall be included in the applicable Final Terms.

Fixed Rate Notes: Fixed interest will be payable when due on the date or dates for each period indicated in the applicable Final Terms.

Floating Rate Notes: Floating Rate Notes bear interest at the rate determined for each Series as follows:

- (a) on the same basis as the floating rate specified in the relevant Final Terms applicable to a notional interest rate swap in the relevant Specified Currency, in accordance with the Fédération Bancaire Française (**FBF**) June 2013 Master Agreement on transactions in forward financial instruments, as supplemented by the Technical Schedules published by the FBF; or
- (b) by reference to a reference rate published on a screen page provided by a commercial listing service (including, but not limited to, the EURIBOR, EONIA or, for the EURIBOR and EONIA, if “Replacement of the Benchmark” is specified as applicable in the Relevant Final Terms, to any successor or

alternative rate, in each case, as adjusted in accordance with the Terms and Conditions, or the TEC10),

in each case, as adjusted on the basis of the margins that may be applicable and paid at the dates indicated in the applicable Final Terms.

Fixed/Floating Rate Notes: Each Fixed Rate/Flowing Rate Note bears interest at a rate which (i) the Issuer may decide to convert on the date indicated in the Final Terms in question from a Fixed Rate to a Floating Rate (from among the types of Floating Rate Notes described above) (or inversely) or (ii) which will be automatically converted from a Fixed Rate to a Floating Rate (or vice-versa) on the date indicated in the relevant Final Terms.

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

Form of the Notes: The Notes will be issued as dematerialised notes

At the Issuer's discretion, the Notes may be issued in bearer or registered form and, in the second case, at the discretion of the Noteholder, either in direct registered form or in administered registered form. No document materialising ownership of the Notes will be issued.

Governing Law: French law. Any disputes relating to the Notes shall be submitted to the competent courts within the jurisdiction of the Paris Court of Appeals (subject to mandatory rules regarding the territorial jurisdiction of French courts). No private law enforcement measures may be taken and no seizure or attachment proceedings may be brought against the assets or property of the Issuer as a public law legal entity.

Clearing systems: Euroclear France as central depository for the Notes.

Creation of the Notes: The accounting letter for each Tranche of Notes must be filed with Euroclear France in its capacity as central depository one business day in Paris before the issue date of said Tranche.

Issue price: The Notes may be issued at nominal amount, at a discount or with an issue premium.

Admission to trading: On Euronext Paris and/or on any other Regulated Market in the European Economic Area and/or in the United Kingdom and/or on a non-regulated market that may be specified in the relevant Final Terms. The applicable Final Terms may provide that a Series of Notes shall not be listed for trading.

Rating: The Programme has been rated A+ by S&P Global Ratings (**S&P**). Notes issued under the Programme may be rated or not. The rating of the Notes, if any, shall be specified in the applicable Final Terms. The rating of the Notes may not necessarily be the same as that of the Programme. A rating is not a recommendation to buy, sell or hold Notes and may be suspended, amended or withdrawn by the relevant rating agency at any time.

On the date of the Base Prospectus, S&P is a rating agency established in the European Union and registered in accordance with Regulation (EC) No. 1060/2009 of the European Parliament and Council of 16 September 2009 relating to credit rating agencies as amended (the **ANC Regulation**) and is included on the list of rating agencies published on the European Securities and Markets Authority website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the ANC Regulation.

Selling Restrictions:

There are restrictions on the sale of the Notes and the distribution of the offering materials in different countries.

The Issuer falls into Category 1 for the purposes of Rule S under the United States Securities Act of 1933), as amended.

The rules of the 1982 American law on tax equity and responsibility (United States Tax Equity and Fiscal Responsibility Act of 1982) (**TEFRA**), does not apply to the Notes.

RISK FACTORS

The Issuer believes that the risk factors described below are material to any decision to invest in the Notes and/or may affect its ability to fulfil its obligations to investors under the Notes. The Issuer believes that the risk factors described below represent the main risks associated with the Notes issued under the Programme, but they are not however exhaustive. The risks described below are not the only risks to which an investor in the Notes is exposed. Other risks and uncertainties, unknown to the Issuer at today's date or which it does not consider material on the date of this Base Prospectus, could have a material impact on an investment in the Notes. Prospective investors must also read the detailed information appearing elsewhere in this Base Prospectus (including all documents incorporated therein by reference) and form their own opinion before taking any investment decision. In particular, investors must make their own assessment of the risks associated with the Notes before investing in the Notes and must seek advice from their own financial, tax or legal advisers on the risks associated with an investment in a given Series of Notes and the suitability of an investment in the Notes in light of their own circumstances.

In each sub-category below, the Issuer first sets out the most significant risks based on its assessment, based on their negative impact and the probability of occurrence.

The Issuer believes that the Notes should be purchased only by investors who are (or are acting on the advice of) financial institutions or other professional investors who are able to assess the specific risks associated with an investment in the Notes.

All terms beginning with a capital letter and not defined in this section shall have the meaning given to them in the section "Terms and Conditions of the Notes".

Any reference below to an Article refers to the corresponding numbered article the "Terms and Conditions of the Notes" section.

1. RISKS PRESENTED BY THE ISSUER

1.1 Financial risk

The financial risk to which the Issuer is exposed arises from the liquidity risk.

The liquidity risk corresponds to the Issuer's inability to meet its short-term financial commitments because of a break in cash flow.

The Issuer is a joint association and, as such, falls under the category of public establishments. Like any public establishment, the Issuer is required to deposit its funds with the Treasury (Article 26 of Organic Law No. 2001-692 of 1st August 2001 concerning finance laws) and to permanently have a positive balance in this account; no overdraft may be granted pursuant to point 2 of Article 26 of the aforementioned Organic Law No. 2001-692.

Nevertheless, the Issuer remains subject to a risk related to changes in its resources that are inherent to their origin. These resources are primarily composed of:

- contributions from local authorities;
- operating subsidies paid by the eco-organisations; and
- the marketing of products (energy and materials).

Changes in the receipts associated with the contributions from local authorities depend on factors external to the Issuer and outside its control. These contributions represent 63 per cent (%) of the

Issuer's operating receipts. A decrease in, even elimination of, these contributions could deprive the Issuer of a maximum of €244.6 million (on the basis of the 2020 primary budget).

Now, the change in the State's contribution to the local authorities is generally down in order to meet the goal of a national decrease in expenditures.

Thus, a decrease in the Issuer's resources could cause a break in cash flow for the Issuer. Now, if the Issuer were, as a result, unable to meet its short-term financial commitments, this could mean that it is unable to meet its payment and/or redemption obligations to Noteholders.

Compared with the other risks associated with the Issuer, the probability that this risk will become a reality is low. In effect, despite the pressure exerted in France on public finances, if a member of the Issuer saw its State assistance decline, it is unlikely that it would pass it along on the contribution it pays to the Issuer. Moreover, the adverse impact that the occurrence of this risk could have (it if occurred in significant proportions) on the Issuer's position and, as a result, on the interests of the Noteholders, would be high.

1.2 Legal risks related to enforcement proceedings

As a public legal entity, the Issuer is not subject to private law enforcement proceedings pursuant to the principle of immunity from seizures of assets owned by public legal entities (Court of Cassation, 1st Civil Chamber, 21 December 1987, *Bureau de recherches géologiques et minières v. Société Lloyd Continental*, Bulletin Civil I, No. 348, p. 249). In addition, and like any public legal entity, the Issuer is not subject to the collective insolvency proceedings stipulated by the French Commercial Code (Court of Appeals of Paris, 3rd Chamber sect. B, 15 February 1991, *Centre national des bureaux régionaux de fret*, No. 90-21744 and 91-00859).

Thus, if the Issuer were unable to meet its obligations for the Notes, particularly its payment obligations, no civil enforcement proceeding could be brought against the Issuer on this basis.

Compared with the other risks associated with the Issuer, the probability that this risk will become a reality is low. In fact, this would require the production of the financial risk defined in section 1.1 above in very substantial proportions. Moreover, the adverse impact that the production of this risk could have on Noteholders would be high, insofar as Noteholders would not be able to initiate any civil enforcement proceeding against the Issuer. As a result, Noteholders would not be able to have the Issuer's assets seized in order to have their claims paid.

1.3 Risk related to a change in the Issuer's status

The Issuer is a public establishment governed by the provisions of the General Code of Local Authorities.

This legal status of the Issuer provides in particular for a review of the legality of administrative acts (including budgetary acts) a posteriori by the Prefect.

If this framework process were to be modified, the Issuer's budget and financial decisions would no longer benefit from this review and could adversely impact the Issuer's position, including its capacity to honour its payment obligations on the Notes.

Compared with the other risks associated with the Issuer, the probability that this risk will become a reality is low. In effect, it is very unlikely that the Issuer will cease to be a public establishment and that public establishments will cease to be subject to this review of legality. Moreover, the adverse impact that the occurrence of this risk could have on the Issuer's position and, as a result, on the

interests of the Noteholders, would be average, to the extent that it would not automatically lead to a critical deterioration in the quality of the Issuer's budget and financial decisions.

1.4 Risks associated with floating rate borrowings

A minority portion of the Issuer's outstanding debt is composed of floating rate loans not covered by hedge rate derivatives (36.3%, or €154.28 million, at 31 December 2018), and includes a residual amount of structured loans, which represented 11% of the Issuer's outstanding debt at 31 December 2018.

Moreover, the average interest rate on the Issuer's entire debt was 3.32% as at 31 December 2018 (floating rate and fixed rate loans combined).

In addition, the Issuer is planning to increase the portion of floating rate loans up to 50% of its total outstanding debt over the next few years.

Floating rate loans induce a risk of an increase in their cost for the Issuer, and therefore an increase in the average interest rate of the Issuer's debt, which may have an impact on its financial position and ultimately on its ability to meet its obligations on the Notes, particularly its payment and/or redemption obligations.

Compared with the other risks associated with the Issuer, the probability that this risk will become a reality is average. In effect, the significant increase in the costs of the floating rate borrowings subscribed by the Issuer is a credible hypothesis. In addition, the adverse impact that the occurrence of this risk could have on the Issuer's position and, as a result, on the interests of the Noteholders, would be low, insofar as it is very unlikely, given the minority proportion of variable rate loans subscribed by the Issuer, that it could adversely impact the Issuer's position to a level that it would no longer be able to meet its payment obligations for the Notes.

1.5 Operational risks

The Issuer's operations related to waste treatment and incineration carry operational risks, including fires, accidents, equipment breakdowns (as was the case during the breakdown of the smoke treatment system at the Ivry site in May 2019), emissions or discharges into the air (the maximum emission flow of pollutants was exceeded and recorded at the Isséane site in 2017), water or soil. Although no incident to date has had such effect, these risks can cause deaths, injuries and/or accidental pollution that could have consequences on natural resources and ecosystems as well as a material adverse impact on the financial position of the Issuer.

Compared with the other risks associated with the Issuer, the probability that this risk will become a reality is low. In effect, the control of operational risks is at the centre of the activity of the Issuer, which has adopted a prevention approach through the establishment of crisis management plans to deal with emergency situations. Moreover the adverse impact that the production of this risk could have on Noteholders would be moderate, insofar as the Issuer has obtained third-party liability insurance and insurance to cover the risk of property damage and/or operating losses. As a result, the only risk for the Issuer would occur in the cases in which its liability or the amount of the damages it has suffered could exceed the maximum cover offered by its insurance policies.

2. RISKS ASSOCIATED WITH THE NOTES

2.1 Risks associated with all Notes

(a) Risks associated with investment in the Notes

An investment in the Notes exposes Noteholders to the credit risk of the Issuer, meaning the risk that the Issuer will be unable to meet its financial obligations for the Notes. Noteholders benefit from no protection or guarantee of the capital invested in the Notes. If the Issuer's financial position deteriorates, the negative impact for Noteholders would be very significant, insofar as this might result in the production of credit risk, which would result in a decrease in the value of the Notes and the loss for Noteholders of all or a portion of their investment in the Notes.

In addition, Noteholders could suffer a loss of capital due to the sale of a Note at a price lower than the price paid at its acquisition or subscription. The capital initially invested is exposed to market risks and may therefore not be returned in the event of adverse market changes. The impact for Noteholders may be very substantial, because they may lose all or a portion, as applicable, of the value of their investment.

(b) Legal risks

Modification of the Terms and Conditions of the Notes

Noteholders will be grouped in a Masse (as defined in Article 10 of the Terms and Conditions of the Notes "Representation of Noteholders") for the defence of their common interests and may hold general meetings of Noteholders or issue written decisions. The Terms and Conditions of the Notes provide that, in certain cases, Noteholders not present or represented at a general meeting or those who have not participated in a written decision, may be bound by the vote of Noteholders present or represented, even if they disagree with the vote or reject the written decision.

Subject to the provisions of Article 10 of the Terms of the Notes "Representation of Noteholders", Noteholders may, by Collective Decisions, as defined in the Terms of the Notes, deliberate on any proposal relating to the modification of the Terms of the Notes, including any proposal for arbitration or settlement relating to rights that are in dispute or the subject of judicial decisions. Although it is not possible to determine the probability that the Terms and Conditions of the Notes will be modified by Collective Decisions during the life of the Notes, it is possible that such a Collective Decision, adopted by a majority of Noteholders and amending the Terms and Conditions, would limit or weaken the rights of the Noteholders. This could have a material adverse impact on the market value of the Notes and could thus result for Noteholders in a loss of a portion of their investment in the Notes.

Review of legality

The Préfet of the Ile-de-France Region has a period of two months as from the date of receipt at the Prefecture of a resolution or decision of the Agence Métropolitaine des Déchets Ménagers and of any contracts the Agency has signed to review their legality and, if the Préfet considers them to be illegal, to refer those that constitute administrative acts to the relevant administrative tribunal and, if appropriate, seek suspension. The relevant administrative tribunal may then, if it considers them to be illegal, order their suspension or cancel them in whole or in part. Moreover, depending on the nature of the error and the circumstances of the case, the overturning of said resolutions and/or the decision to sign said contracts could lead to the cancellation of the contracts. A suspension or partial or total cancellation of the resolutions and/or the decision to sign the contracts under which the Notes were issued could call into question the rights of the Noteholders. This could have an adverse impact on the value of the Notes and cause a loss of all or a portion of their investment in the Notes.

Third party action

A third party with legal standing could initiate action for abuse of power in the administrative courts against a decision of the Agence Métropolitaine des Déchets Ménagers and/or a decision to sign contracts it has executed, other than a deliberation or decision that constitutes the act detachable from an administrative contract, within a period of two months from the date of publication and, as applicable, seek suspension of its enforcement. The two-month period cited above may be extended if the action for abuse of power against a decision is preceded by an administrative action, if such action is filed by a petitioner residing abroad or under certain other circumstances. Moreover, if said act or decision to sign is not published correctly, such an action may be taken by any interested third party without time limit.

In the event of an action for abuse of power brought against an approval or a decision to sign, other than a deliberation or decision that constitutes the act detachable from an administrative contract, the competent administrative judge may then, if he deems the administrative acts in question to be illegal, overturn it partially or in its entirety, which could make the contract or contracts signed on the basis of said act illegal.

If a contract signed by the Agence Métropolitaine des Déchets Ménagers is classified as an administrative contract, a third party with legal standing could initiate an action for nullification in the administrative courts against said contract or certain of its non-regulatory clauses that are separable within a period of two months from the performance of the appropriate publication measures and seek suspension if applicable. Furthermore, if the administrative contract has not been published correctly, actions may be brought by any third party who proves legal standing without time limit.

If the competent judge raises the existence of defects affecting the validity of the contract, he may, after assessing the magnitude and consequences of the defects and after consideration of the nature of such defects, terminate or cancel the contract. If such a decision were taken, it would have an adverse impact for Noteholders to the extent that their rights could be called into question and the value of the Notes could decline, resulting in a loss of a portion of Noteholders' investments in the Notes.

2.2 Risks specific to a particular issue of Notes

(a) Interest rate risks

Risk associated with Fixed-Rate Notes

Pursuant to Article 4.2 of the Terms and Conditions, the Notes may be Fixed Rate Notes (as this term is defined in Article 1.1 "Form" of the Terms and Conditions). The possibility cannot be excluded that the value of the Fixed Rate Notes may be adversely affected by future fluctuations on the interest rate markets. The price at which a Noteholder may want to sell his Notes before maturity may be substantially lower than the issue price or the purchase price paid by said Noteholder. Although it is difficult to anticipate such fluctuations in interest rates, they could have a material adverse impact on the value of the Notes and cause a loss of a portion of Noteholders' investment in the Notes if they wished to sell the Notes.

Risk associated with Floating Rate Notes

Pursuant to Article 4.3 of the Terms and Conditions, the Notes may be Floating Rate Notes (as this term is defined in Article 1.1 "Form" of the Terms and Conditions). A key difference between Floating Rate Notes and Fixed Rate Notes (as this term is defined in Article 1.1 "Form" of the Terms and Conditions) is that interest income on Floating Rate Notes cannot be predicted. Due to fluctuations in interest income, investors cannot determine the actual yield on the Floating Rate Notes at the time of purchase, and therefore their return on investment cannot be compared with the return on investments with longer fixed interest periods. If the Terms and Conditions of the Notes specify frequent interest payment dates, investors are exposed to a reinvestment risk if market interest rates fall. In such a case, investors will be able to reinvest their interest income only at the potentially lower prevailing interest rate.

Accordingly, the market value of Floating Rate Notes may be volatile if changes, particularly short-term changes, on the interest rate market applicable to the relevant reference rate cannot be applied to the interest rate of such Notes until the next periodic adjustment of the relevant reference rate. If the volatility of interest rates is difficult to anticipate, it could have an adverse effect on the value of the Floating Rate Notes and result in losses for Noteholders in the event of a sale.

Risk associated with Zero Coupon Notes and other Notes issued below par or with an issue premium

Pursuant to Article 4.5 of the Terms and Conditions, the Notes may be Zero Coupon Notes (as this term is defined in Article 1.1 “Form”). The market value of Zero Coupon Notes and other securities issued below par or with an issue premium tends to be more sensitive to fluctuations due to variations in interest rates than traditional interest-bearing securities. Generally, the longer the maturity of the Notes, the more the price volatility of such Notes can be higher than that of traditional interest-bearing securities with similar maturity. Although it is difficult to anticipate such volatility, it could have an adverse effect on the value of the Notes and result in losses for Noteholders in the event of a sale.

Risk associated with the Fixed Rate/Floating Rate Notes

Pursuant to Article 4.4 of the Terms and Conditions, the Notes may be Fixed Rate/Floating Rate Notes (as this term is defined in Article 1.1 “Form” of the Terms and Conditions). The interest rate on Fixed Rate/Floating Rate Notes may, automatically or following a decision by the Issuer at a date specified in the Final Terms, change from a fixed rate to a floating rate or from a floating rate to a fixed rate. The conversion (whether automatic or optional) may affect the secondary market and the market value of these Notes insofar as it could lead to a decrease in all borrowing costs. If a fixed rate is converted into a floating rate, the rate spread between the fixed rate and the floating rates may be less favourable than the spreads in effect on comparable Floating Rate Notes that have the same reference rate. In addition, the new floating rate may at any time be lower than the rate of other Notes. If a floating rate is converted into a fixed rate, the fixed rate may be lower than the rate applicable at that time to such Notes. If the volatility of interest rates is difficult to anticipate, it could have an adverse effect on the value of the Floating Rate Notes and result in losses for Noteholders who would like to reinvest their revenue. Noteholders could also be affected by the risks associated with the Fixed Rate Notes and Floating Rate Notes described above.

Risk associated with settlement and reform of the “benchmarks”

The Final Terms governing a Series of Floating Rate Notes may stipulate that the Floating Rate Notes be indexed or refer to a “benchmark”. The interest rates and indices that are considered “benchmarks” (including the EURIBOR and LIBOR) have recently been the subject of regulatory guidelines and reform proposals at the national and international levels. Some of these reforms have already entered into force and others must still be implemented. These reforms could result in future performances that differ from past performances for the “benchmarks”, result in their disappearance, a revision in their calculation methods, or have other consequences that cannot be anticipated. Any consequence of this kind could have an adverse impact on all Notes indexed to or referring to a “benchmark”. Regulation (EU) 2016/1011 (the **Regulation on Benchmarks**) was published in the Official Bulletin of the European Union of 29 June 2016 and entered into effect on 1st January 2018. The purpose of the Regulation on Benchmarks is to regulate the supply of benchmarks, the supply of underlying data for a benchmark and the use of benchmarks within the European Union. Among other requirements, it (i) requires that the administrators of benchmarks be approved or registered (or, if they are not located in the EU, will be subject to an equivalent system or otherwise recognised or endorsed), and (ii) will prohibit the use by entities supervised by the EU of “benchmarks” of administrators not authorised or not registered (or, if they are not located in the EU, which are not subject to an equivalent system or otherwise recognised or endorsed).

The Regulation on Benchmarks could have a negative impact on the Notes indexed to or referring to a “benchmark”, particularly under the following circumstances:

- if an index that is a “benchmark” could not be used by a supervised entity in certain cases if its administrator does not obtain approval or registration or, if it is not located in the EU, if the administrator is not subject to an equivalent regime or otherwise recognised or endorsed and if the transitional provisions do not apply; and
- if the methodology or other conditions for determining the “benchmark” are modified in order to comply with the requirements of the Regulation on Benchmarks. Such changes could, in particular, have the effect of reducing or increasing the rate or the level or affecting in some way the volatility of the rate published or the level of a “benchmark”.

More broadly, one of the international or national reforms, or even strong regulatory supervision of the “benchmarks”, could increase the costs and risks for the administration of a “benchmark” or participation in any way in the determination of a “benchmark” and respect for these rules or requirements. Such factors might have the following effects on certain “benchmarks” (including the EURIBOR and LIBOR); (i) discourage market operators from continuing to administer certain “benchmarks” or from contributing to them; (ii) trigger changes in the rules or methodologies used in certain “benchmarks”, or (iii) lead to the disappearance of certain “benchmarks”. Any of these changes or subsequent changes as a result of international or national reforms or other initiatives or research could have an adverse impact on the value and yield of the Notes indexed to or referring to a “benchmark” and result in losses for Noteholders.

Investors must be aware that, in the event of an interruption or any unavailability of a benchmark index, the interest rate applicable to the Notes indexed to referring to that “benchmark index” will be calculated for the period in question in accordance with the alternative clauses applicable to these Notes (it is specified that, if an Event occurs on the Benchmark, a specific alternative clause shall apply - refer to the risk factor title “*Risks associated with the occurrence of an Event on the Benchmark Index*” below). Depending on the method for determining the rate of the “Benchmark” pursuant to the Terms of the Notes, this may (i) in the event the FBF Determination applies, be based on the provision by the reference banks of offer prices for the “Benchmark” rate which, depending on market conditions, might not be available at the moment in question, or (ii) if the Screen Page Rate Determination applies, result in the application of a fixed rate determined on the basis of the last rate in force when the benchmark was still available. The application of these provisions could have an adverse effect on the value, liquidity or yield of the Notes index or referring to a “benchmark index”.

Regulation (EU) 2019/2089 of the European Parliament and the Council dated 27 November 2019 modified the existing provisions of the Regulation on Benchmarks by extending until the end of 2021 the transitional system applicable to benchmarks of critical importance and the benchmarks of third-party countries.

Risk associated with the future end of the LIBOR or other benchmarks

On 27 July 2017, the Director General of the Financial Conduct Authority in the United Kingdom, which regulates the LIBOR, announced that the Authority did intend to continue to persuade or to use its powers to force the participating banks to submit rates for calculation of the LIBOR to the LIBOR administrator after 2021 (the **FCA Announcement**). As a result, the maintenance of the LIBOR in its current form (or even its very existence) after 2021 is not guaranteed. In another speech given on 12 July 2018, Andrew Bailey, Chief Executive Officer of the FCA, stressed that market operators should not count on the continued publication of the LIBOR after the end of the year 2021. The potential disappearance of the LIBOR benchmark or any other benchmark index, or changes in the mode of administration of any benchmark, may require an adjustments in the terms and conditions or lead to other consequences with respect to all Notes indexed to this benchmark (including the Floating Rate Notes, the rates of which are indexed to the LIBOR) depending on the specific clauses of the terms and conditions governing the Notes. Such consequences could have an adverse impact on the liquidity, value and yield of these Notes.

Other interbank rates offered, such as the EURIBOR (European Interbank Offered Rate) (with the LIBOR, the **IBORs**) present weaknesses similar to the weaknesses of LIBOR and could, therefore, cease or changes could be made in their administration.

Changes in the administration of an IBOR or the emergence of alternatives to an IBOR could result in performance of the IBOR that differs from past performance and could have other consequences that cannot be anticipated. The end of an IBOR or changes in its administration could result in changes to the way in which the Interest Rate is calculated in terms of all Notes indexed or referring to such an IBOR. The development of alternatives to an IBOR may result in performances of Notes indexed or referring to said IBOR that differ from the performances that would have been recorded in the absence of the development of alternatives to such an IBOR. All these consequences could have an adverse effect on the value, liquidity or yield of the Notes indexed or referring to such an IBOR.

While alternatives to certain IBORs intended to be used on the bond market (including SONIA (for the Sterling LIBOR) and the rates that may be derived from SONIA) are presently being prepared, in the absence of legal measures, the gradual elimination of this IBOR for securities outstanding indexed or referring to an IBOR will have to be performed in accordance with their own terms and conditions.

Risk associated with the occurrence of an Event on the Benchmark

Pursuant to Article 4.3(c)(iii) of the Terms and Conditions of the Notes ("Cessation of the Benchmark") concerning the Floating Rate Notes, the rate of which is determined on Screen Page, the Final Terms applicable may provide for alternative measures if an Event occurs on the Benchmark (as defined in Article 4.3(c)(iii)(G) of the Terms and Conditions of the Notes, particularly if an interbank rate offered (such as the LIBOR or EURIBOR) or any other relevant reference rate, and/or any page on which said benchmark index may be published, is no longer available, of the Issuer, Calculating Agent, any Paying Agent or any other party responsible for calculating the Interest Rate (as stipulated in the applicable Final Terms) is no longer legally authorised to calculate the interest on the Notes by referring to such a benchmark under the Regulation on Benchmarks or in any other way. Such alternative measures include the possibility that the interest rate may be set by reference to a Successor Rate or an Alternative Rate (as these terms are defined in Article 4.3(c)(iii)(G) of the Terms and Conditions of the Notes), with or without the application of an adjustment of a (*spread*) (which, if applied, may be positive or negative and would be applied in order to reduce or eliminate, to the extent possible under such circumstances, any economic harm or advantage (as applicable) for investors resulting from the replacement of the benchmark in question, and may include changes to the Terms and Conditions of the Notes to ensure the correct functioning of the successor or replacement benchmark, all of which as determined by the Independent Adviser without requiring the consent of the Noteholders.

In certain cases, including when no Successor Rate or Alternative Rate (as applicable) is determined or because of uncertainty as to the availability of the Successor Rate and the Alternative Rate and the intervention of an Independent Adviser, the applicable alternative measures may not function as projected at the moment in question, these assumptions of other alternative measures could apply if the benchmark index ceased or was otherwise unavailable, i.e., the interest rate used during the last Interest Period would be used for the following Interest Period or Periods, as indicated in the risk factor titled "*Risks associated with the regulation and reform of the "Benchmarks"*".

Generally, the occurrence of any event described above could have an adverse impact on the liquidity, value and yield of any Note.

Moreover, all the elements discussed above, or any material change in the determination or in the existence of any pertinent rate, could affect the Issuer's ability to honour its obligations for the Floating Rate Notes, or could have an adverse impact on the value or liquidity, and on the amounts due for the Floating Rate Notes. Investors must take into consideration the fact that the Independent Adviser will have discretionary power to adjust the relevant Successor Rate or Alternative Rate (as applicable) under the circumstances described above. Such an adjustment could have unexpected commercial consequences and there is no guarantee that, given the specific situation of each Noteholder, such an adjustment would be favourable to the Noteholder.

Investors will have to take all these elements into consideration before taking an investment decision on the Floating Rate Notes in question, to the extent that the occurrence of an Event on the Benchmark could result in the loss of a portion of the capital invested in the Floating Rate Notes in question.

There is no guarantee that the use of the net proceeds from an issue of Green Bonds will meet the investment criteria of a Noteholder.

The Final Terms of a given Series of Notes may stipulated that the Issuer intends to issue Green Bonds (the **Green Bonds**) and to use an amount equal to the net proceeds of the issue to finance and/or refinance, in whole or in part, new or existing projects among the Eligible Green Projects, as defined in the section "Use of Funds" of this Base Prospectus and more fully described in the Framework Document relating to issues of Green Bonds by the Issuer (Syctom Green Bond Framework) (as amended and completed at any time) (the **Green Bond Framework**) which is available on the Issuer's website (<https://www.syctom-paris.fr/acteur-public/budget/programme-euro-medium-term-notes-emptn.html>).

Although the Issuer intends, and has established procedures, to use the net proceeds from the Green Bonds in accordance with the rules defined by the Green Bond Framework document in the manner essentially described in the section "Use of Funds" of this Base Prospectus, there is no guarantee that (i) the Eligible Green Project can be completed in this way and/or in accordance with a given calendar, and/or (ii) that the net proceeds will be totally or partially used for Eligible Green Projects. Nor is there any guarantee that the Eligible Green Project will be completed within a certain time period, nor that the results (environmental or other) will be the ones anticipated or initially planned by the Issuer. Such an event or failure to meet such criteria does not constitute an Accelerated Payment Event under the Terms and Conditions of the Notes, nor a default by the Issuer in any other way.

Any event, failure or withdrawal of the Second Opinion from Vigeo Eiris or any other opinion or certification, may have a material adverse impact on the value and liquidity of the Green Bonds and/or cause negative consequences for Noteholders whose mandate is to invest in securities intended to be used for a specific purpose.

(b) **Risks associated with early redemption of the Notes**

Risks associated with early redemption of the Notes by the Issuer

If, at the time of a repayment of principal or an interest payment, the Issuer were forced to pay additional amounts pursuant to Article 7.2 of the Terms and Conditions of the Notes ("Additional Amounts"), or if it becomes illegal for the Issuer to apply or meet its obligations on the Notes, it may then, pursuant to Article 5.6 of the Terms and Conditions of the Notes ("Redemption for fiscal reasons) or Article 5.9 of the Terms and Conditions of the Notes ("Illegality"), redeem all Notes at the Early Redemption Amount plus, unless otherwise stipulated in the relevant Final Terms, all interest accrued up to the redemption date set.

In addition, the Final Terms of a given issue of Notes may provide for an early redemption option for the Issuer pursuant to Article 5.3 of the Terms and Conditions of the Notes ("Redemption option at the Issuer's discretion and partial redemption").

Therefore, the yield at the time of redemption may be lower than expected, and the value of the amount redeemed for the Notes may be less than the purchase price of the Notes paid by the Noteholder. Noteholders could lose a portion of the capital invested to that they will not receive the total amount of the capital invested. Furthermore, in the event of early redemption, investors who decide to reinvest the funds they receive may be able to reinvest only in securities that offer lower returns than the redeemed Notes.

The Issuer's optional redemption option may have an adverse impact on the market value of the Notes. During the periods when the Issuer has the option to execute such redemptions, this market value does not generally increase substantially over the price at which the Notes may be redeemed. This may also be the case before any redemption period.

The Issuer may decide to redeem the Notes when its borrowing cost is lower than the interest rate of the Notes. In such a situation, an investor will generally not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the redeemed Notes and would be able to invest only in securities offering a significantly lower yield, which could result in a loss of the capital invested for Noteholders wishing

to reinvest. Moreover, the exercise of a redemption option by the Issuer for certain Notes only could affect the liquidity of the Notes of this same Series for which such an option has not been exercised. Depending on the number of Notes of the same Series for which the redemption option provided for in the relevant Final Terms has been exercised, the market for Notes for which such a redemption right has not been exercised could become illiquid, which could have a material adverse impact on the value of the Notes.

Risk associated with the exercise of early redemption by a Noteholder

The exercise of a redemption option at Noteholders' discretion, pursuant to Article 5.4 of the Terms and Conditions of the Notes ("Redemption option at Noteholders' discretion") for some Notes may affect the liquidity of the Notes of the same Series for which such an option has not been exercised. Depending on the number of Notes of the same Series for which the redemption option provided for in the relevant Final Terms has been exercised, the market for Notes for which such a redemption right has not been exercised could become illiquid. In addition, investors requesting redemption of their Notes may not be able to reinvest the funds received for said early redemption with a yield equivalent to that of the redeemed Notes.

2.3 Risks associated with the market for the Notes

Risk associated with the market value of the Notes

The Notes may be listed for trading on a regulated market such as Euronext Paris or on a non-regulated market. The market value of the Notes may also be affected by the Issuer's credit quality. The debt securities market is affected by economic and market conditions and, to varying degrees, by interest rates, exchange rates and inflation in other European and industrialised countries. No assurance can be given that events in France, Europe or elsewhere, will not cause market volatility or that such market volatility will not adversely affect the value of the Notes or that economic and market conditions will not have other adverse effects. Such volatility could have a material adverse impact on the market value of the Notes and result in a loss of their investment for Noteholders.

Risks associated with the secondary market for the Notes

Although the Notes may be admitted to trading on a regulated market, such as Euronext Paris, no assurance can be given that an active market in the Notes will develop or, if such a market does develop, that it will be sustained or offer sufficient liquidity. If an active market in the Notes does not develop or is not sustained, the market value or price and the liquidity of the Notes may be adversely affected. Therefore, investors may not be in a position to easily sell their Notes or to sell them at a price offering a return comparable to similar products for which an active market has developed.

The Issuer has the right to purchase Notes, under the conditions defined in Article 5.7 of the Terms and Conditions of the Notes ("Purchases"), and the Issuer may issue new Notes, under the conditions defined in Article 12 of the Terms and Conditions of the Notes ("Similar Issues"). Such transactions may favourably or adversely affect the price of the Notes. If additional or competing products are introduced on the markets, this may also adversely affect the value of the Notes.

Currency and exchange control risks

The Issuer shall pay the principal and interest on the Notes in euros (the **Specified Currency**). This presents certain currency conversion risks if the investor's financial activities are primarily conducted in a currency or monetary unit (the **Investor's Currency**) other than the Specified Currency. Such risks include the risk that exchange rates may fluctuate significantly (including fluctuations due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that the authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An increase in the value of the Investor's Currency compared to the Specified Currency would reduce (i) the equivalent yield of the Notes in the Investor's Currency, (ii) the equivalent value in the Investor's Currency of the principal payable on the Notes and (iii) the equivalent market value in the Investor's Currency of the Notes.

The Government and the monetary authorities may impose (as has occurred in the past) exchange control measures that may adversely affect exchange rates. As a result, Noteholders may receive a payment of principal or interest lower than expected, or even receive neither interest nor principal.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus must be read and interpreted together with the following documents, which have been previously published and filed with the AMF. These documents are incorporated in this Base Prospectus and are deemed to form part hereof:

- the Issuer’s Primary Budget for the year 2020 (the “**2020 Primary Budget**”) (https://www.syctom-paris.fr/fileadmin/mediatheque/documentation/budget/MaquetteBP2020_signe.pdf);

https://www.syctom-paris.fr/fileadmin/mediatheque/documentation/budget/MaquetteBP2020_signe.pdf
- the Issuer’s Administrative Account for the year 2017 (the “**2017 Administrative Account**”) (<https://www.syctom-paris.fr/fileadmin/mediatheque/documentation/budget/Compte-administratif-2017.pdf>); and

<https://www.syctom-paris.fr/fileadmin/mediatheque/documentation/budget/Compte-administratif-2017.pdf>
- the Issuer’s Administrative Account for the year 2018 (the “**2018 Administrative Account**”) (<https://www.syctom-paris.fr/fileadmin/mediatheque/documentation/budget/Compte-administratif-2018.pdf>).

<https://www.syctom-paris.fr/fileadmin/mediatheque/documentation/budget/Compte-administratif-2018.pdf>

The information provided on this website is not part of the Base Prospectus, unless this information is incorporated by reference in the Base Prospectus.

Correspondence table for historical financial information

Annex VII of EU Delegated Regulation no. 2019/980	Document	
Point 11.1	Historical financial information	
Historical information for the last two financial years	<i>Administrative Account 2017</i>	<i>Administrative Account 2018</i>

Correspondence table for financial information relating to the Issuer’s 2020 Primary Budget

Document	Content incorporated by reference
2020 Primary Budget	Pages 1 to 105

Any declaration contained in a document deemed to be incorporated herein by reference shall be deemed amended or replaced for the needs of this Base Prospectus insofar as a declaration contained herein amends or completes such a prior declaration. Any declaration so modified or replaced shall not be considered an integral part of this Base Prospectus, unless it has been replaced or amended in accordance with the aforementioned provisions.

SUPPLEMENT TO THE BASE PROSPECTUS

Any new material fact or any error or material inaccuracy in the information contained in the Base Prospectus, which could influence any assessment of the Notes and which occurs or becomes apparent between the AMF approval of this Base Prospectus and the start of trading of the Notes on a Regulated Market must be mentioned, without undue delay, in a supplement to this Base Prospectus, in accordance with Article 23 of the Prospectus Regulation. The Issuer undertakes to submit the abovementioned supplement to the Base Prospectus for approval by the AMF and to give to each Dealer and the AMF at least one copy of this supplement.

Any supplement to the Base Prospectus will be published on the websites of: (a) the AMF (www.amf-france.org) and (b) the Issuer (www.syctom-paris.fr/acteur-public/budget/programme-euro-medium-term-notes-emptn.html).

TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions which, as completed in accordance with the provisions of the relevant Final Terms, shall apply to the Notes (**Terms and Conditions**). The text of the Terms and Conditions of the Notes shall be constituted by the following text as completed by the relevant Final Terms. All terms beginning with a capital letter and not defined in these Terms and Conditions shall have the meaning given to them in the Final Terms in question. References made in the Terms and Conditions to the Notes refer to the Notes of a single Series and not to all Notes that may be issued under the Programme. The Notes constitute bonds (obligations) as defined under French law.*

Notes are issued by Sycotom, the metropolitan agency for household waste (the **Issuer**, l'**Agence Métropolitaine des Déchets Ménagers** or **SYCTOM**) by series (each one is a **Series**). The Notes shall be issued in accordance with the Terms and Conditions of this Base Prospectus as completed by the provisions of the relevant final terms (the **Final Terms**) completing this Base Prospectus. The Notes of each Series are fungible with the others. Each Series may be issued in tranches (each a **Tranche**). The specific terms of each Tranche will be identical to the terms of the other Tranches in the same Series (with the exception of the issue date, the issue price, the first interest payment and the nominal amount of the Tranche) and will appear in the relevant Final Terms. A fiscal agency agreement (as it may be amended and completed, the **Fiscal Agency Agreement**) relating to the Notes was signed on 9 April 2020 by the Issuer, BIL – Banque Internationale à Luxembourg as fiscal agent and principal paying agent and calculation agent. The current fiscal agent, paying agents and the calculation agent(s) (where relevant) are referred to below respectively as the **Fiscal Agent**, the **Paying Agents** (such term including the Fiscal Agent) and the **Calculation Agent(s)**. The use of the term "**day**" in these Terms and Conditions refers to a calendar day unless otherwise specified.

Any reference below to **Articles** refers to the numbered articles below, unless the context requires otherwise.

1. FORM, NOMINAL VALUE AND OWNERSHIP

1.1 Form

The Notes will be issued in dematerialised form. Ownership of the Notes shall be established by entry in an account, in accordance with Articles L. 211-3 et seq. of the French Monetary and Finance Code. No physical document of title (including certificates of title in accordance with Article R. 211-7 of the French Monetary and Finance Code) shall be issued in respect of the Notes.

The Notes (as defined in articles L. 211-3 et seq. of the French Monetary and Finance Code) are issued, at the option of the Issuer, either in bearer form, recorded in the books of Euroclear France (acting as central depository), which shall credit the accounts of the Account Holders, or in registered form and, in such case either, at the option of the relevant Noteholder, in administered registered form (au nominatif administré), entered in the accounts of an Account Holder named by the relevant holder of the Notes, or in pure registered form (au nominatif pur), entered in an account maintained by the Issuer or any registration agent (specified in the applicable Final Terms) acting on behalf of the Issuer (the **Registration Agent**).

In these Terms and Conditions, **Account Holder** means any intermediary authorised to hold securities accounts, directly or indirectly, with Euroclear France, and includes Euroclear Bank SA/NV, as operator of the Euroclear system (**Euroclear**) and Clearstream Banking S.A. (**Clearstream**).

The Notes may be **Fixed Rate Notes**, **Floating Rate Notes**, **Fixed Rate/Floating Rate Notes**, **Instalment Notes** and **Zero Coupon Notes**.

1.2 Nominal value

The Notes shall be issued in the nominal value specified in the applicable Final Terms (the **Specified Nominal Value**). The Notes must be issued in a single Specified Nominal Value. Notes listed for trading on a Regulated Market under circumstances that require publication of a prospectus pursuant to Regulation (EU) 2017/1129 of the European Parliament and the Council of 14 June 2017 concerning the prospectus to be published for a public offering of securities or for listing securities for trading on a regulated market (the **Prospectus Regulation**) shall have a unit nominal value equal to or greater than €100,000 or any higher amount that may be authorised or required by any relevant competent authority or any law or regulation governing the Specified Currency.

1.3 Ownership

- (a) Ownership of the Notes in bearer form and in administered registered form (au nominatif administré) is transmitted, and such Notes may be transferred only, by registration of the transfer in the accounts of the Account Holders. Ownership of Notes in pure registered form (au nominatif pur) is transmitted and such Notes may be transferred only, by registration of the transfer in the books kept by the Issuer or the Registration Agent.
- (b) Under these Terms and Conditions:

Noteholder or, as applicable, **holder of a Note** means the person whose name appears in the account of the relevant Account Holder, the Issuer or the Registration Agents (as applicable) as being the owner of said Notes.

outstanding means, in respect of Notes of any Series, all Notes issued other than (i) those that have been redeemed in accordance with these Terms and Conditions, (ii) those for which the redemption date has passed and the redemption amount (including interest accrued on such Notes up to the redemption date and all interest payable after such date) has been duly paid in accordance with the provisions of Article 6, (iii) those that are no longer valid or in respect of which the limitation period has expired, (iv) those that have been repurchased and cancelled in accordance with Article 5.8, (v) those that have been repurchased and retained in accordance with Article 5.7.

Terms beginning with a capital letter shall have the meaning given to them in the applicable Final Terms. Where no definition is given, such term does not apply to the Notes.

2. CONVERSION AND EXCHANGE OF NOTES

Notes issued in bearer form may not be converted into registered form, either pure registered form or administered registered form.

Notes issued in registered form may not be converted into Notes in bearer form.

Notes issued in pure registered form may, at the option of the Noteholder, be converted into Notes in administered registered form and vice versa. Such an option must be exercised by the Noteholder in accordance with article R.211-4 of the French Monetary and Finance Code. Any costs relating to any conversion shall be borne by the relevant Noteholder.

3. STATUS AND NEGATIVE PLEDGE

The Notes constitute direct, unconditional, unsubordinated and (subject to the paragraph below) unsecured commitments of the Issuer all ranked the same and (subject to the mandatory exceptions under French law) ranked equally with any other present or future unsubordinated and unsecured commitment of the Issuer.

As long as Notes are outstanding (as defined in Article 1.3(b) above), the Issuer shall not grant or allow the continuation of any mortgage, pledge, lien or other form of real security interest on any of its assets and revenues, present or future, in order to secure a Debt (as defined below) subscribed or guaranteed by the Issuer, unless the Issuer's obligations arising from the Notes do not benefit from an equivalent security interest with the same rank.

For the needs of this Article, **Indebtedness** refers to any present or future borrowing represented by bonds, notes or other securities with a maturity longer than one year which are (or which could be) listed for trading on any market.

4. CALCULATION OF INTEREST AND OTHER CALCULATIONS

4.1 Definitions

In these Terms and Conditions, unless otherwise required by the context, the terms defined below shall have the following meanings:

Reference Banks (Banques de Référence) means the institutions designated as such in the applicable Final Terms or, if no institution is specified, four first-tier banks selected by the Calculation Agent on the interbank market (or if necessary, on the money market or the swaps market) closest to the Benchmark (which, if the relevant Benchmark is the EURIBOR (TIBEUR in French) or EONIA (TEMPE in French) shall be the Eurozone.

Interest Period Start Date means the Issue Date of the Notes or any other date referred to in the applicable Final Terms.

Coupon Determination Date means, in respect of an Interest Rate and an Interest Accrual Period, the date specified as such in the applicable Final Terms or, if no date is specified, the day falling two TARGET Business Days before the first day of said such Interest Accrual Period.

Issue Date means, in respect of a Tranche, the settlement date of the Notes.

Coupon Payment Date means the date or dates stipulated in the applicable Final Terms.

Accrued Interest Period Date means each Coupon Payment Date unless stipulated otherwise in the applicable Final Terms.

Reference Date means, for any Note, the date on which the amount payable for such Notes, becomes due and payable or (if any amount due is not paid, without justification, or there is an unjustified delay in payment) the date on which the outstanding amount is paid in full.

Value Date means, in respect of a Floating Rate to be determined on any Coupon Determination Date, the date specified in the applicable Final Terms or, if no date is specified, the first day of the Accrued Interest Period to which said Coupon Determination Date relates.

FBF Definitions means the definitions referred to in the FBF June 2013 Master Agreement relating to transactions on forward financial instruments, as supplemented by the Technical Schedules, as published by the Fédération Bancaire Française (together the **FBF Master Agreement**) as amended, if applicable, at the Issue Date.

Specified Currency refers to the euro.

Specified Duration (Durée Prévue) means, for any Floating Rate to be determined by Screen Rate Determination on any Coupon Determination Date, the period specified in the applicable Final Terms

or, if no period is specified, a period equal to the Interest Accrual Period, ignoring any adjustment pursuant to Article 4.3(b).

Reference Time means, with respect to any Coupon Determination Date, the local time in the Reference Financial Centre specified in the applicable Final Terms or, if no time is specified, the local time in the Reference Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Specified Currency on the interbank market in the Reference Financial Centre. For this purpose, **local time** means, with respect to Europe and the Eurozone as the Reference Financial Market, 11:00 a.m. (Brussels time).

Business Day means:

- (a) for the euro, a day on which the Trans-European automated real-time gross settlement express transfer system (TARGET 2) (TARGET), or any system that replaces such system, is operating (a TARGET Business Day); and/or
- (b) for a Specific Currency and/or one or more business markets such as those specified in the relevant Final Terms (the Business Centre(s)), a day (other than Saturday or Sunday) on which the commercial banks and the foreign exchange markets execute settlements in the currency of the Business Centre(s) or, if no currency is indicated, generally in each of these Business Centres as indicated.

Margin means, for an Accrued Interest Period, the percentage or the number for the relevant Accrued Interest Period, as indicated in the relevant Final Terms; it is specified that it may have a positive or negative value or be equal to zero.

Day Count Fraction means, in respect of the calculation of a coupon amount on any Note for any period of time (from (and including) the first day of such period to (but excluding) the last day in such period) (whether or not this period is an Interest Period, referred to hereinafter as the **Calculation Period**):

- (a) if the terms Actual/365 or Actual/365-FBF are specified in the applicable Final Terms, this is the actual number of days in the Calculation Period divided by 365 (or, if any portion of said Calculation Period falls within a leap year, the sum of (i) the actual number of days in that Calculation Period falling in a leap year divided by 366 and (ii) the actual number of days in the Calculation Period that does not fall within a non-leap year divided by 365);
- (b) if Actual/Actual-ICMA is specified in the applicable Final Terms:
 - (i) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Periods that would normally end in one year; and
 - (ii) if the Calculation Period is longer than the Determination Period, the sum:
 - (A) of the number of days in such Calculation Period falling in the Determination Period during which it begins, divided by the product (I) of the number of days in such Determination Period and (II) the number of Determination Periods that would normally end in one year; and
 - (B) the number of days in such Calculation Period falling in the following Determination Period, divided by the product (I) of the number of days in said

Determination Period and (II) the number of Determination Periods that would normally end in one year;

in each case, **Determination Period** means the period beginning on a Coupon Determination Date (included) in any year and ending on the next Coupon Determination Date (excluded) and **Coupon Determination Date** means the date specified as such in the applicable Final Terms or, if no date is specified, the Coupon Payment Date;

- (c) if **Actual/Actual-FBF** is specified in the applicable Final Terms, the fraction of which the numerator is the actual number of days during such period and the denominator is 365 (or 366 if 29th February is included in the Calculation Period). If the Calculation Period is longer than one year, the basis shall be determined as follows:
 - (i) the number of complete years shall be counted from the last day of the Calculation Period;
 - (ii) this number is increased by the fraction for the relevant period calculated as stipulated in the first paragraph of this definition;
- (d) if **Actual/365 (Fixed)** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;
- (e) if **Actual/360** is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;
- (f) if **30/360, 360/360** or **Bond Basis** are specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360 (i.e. the number of days to be calculated based on a 360-day year of 12 months of 30 days each (unless (i) the last day of the Calculation Period is the 31st day of a month and the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month containing the last day shall not be reduced to a thirty-day month or (ii) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be extended to a thirty-day month));
- (g) if **30/360 - FBF** or **Actual 30A/360 (American Bond Basis)** is specified in the applicable Final Terms, then, in respect of each Calculation Period, the fraction of which the denominator is 360 and the numerator is the number of days calculated in the same manner as the 30E/360 – FBF basis, except in the following case:

where the last day of the Calculation Period is the 31st and the first is neither a 30th nor a 31st, the last month of the Calculation Period shall be deemed to be a month of 31 days.

The fraction is:

$$\frac{si_{jj}^2 - 31et_{jj}^1}{360} \neq (30,31)$$

Then:

$$\frac{1}{360} \times \left[(aa^2 - aa^1) \times 360 + (mm^2 - mm^1) \times 30 + (jj^2 - jj^1) \right]$$

If not:

$$\frac{1}{360} \times \left[(aa^2 - aa^1) \times 360 + (mm^2 - mm^1) \times 30 + \text{Min}(jj^2, 30) - \text{Min}(jj^1, 30) \right]$$

in which:

D1 (dd¹, mm¹, yy¹) is the period start date;

D2 (dd², mm², yy²) is the period end date;

- (h) if the terms **30E/360** or **Euro Bond Basis** are specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360 (the number of days to be calculated based on a 360 day year of 12 months of 30 days each, ignoring the date on which the first or last day of the Calculation Period falls, unless, in the case of a Calculation Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February shall not be extended to a thirty day month); and
- (i) if **30E/360 – FBF** is specified in the applicable Final Terms, then it is, for each Calculation Period, the fraction in which the denominator is 360 and the numerator is the number of days in said period, calculated on the basis of a year of 12 months of 30 days, except in the following case:

If the last day of the Calculation Period is the last day of the month of February, the number of days in such month is the exact number of days.

Using the same defined terms as used for 30/360 - FBF, the fraction is:

$$\frac{1}{360} \times \left[(aa^2 - aa^1) \times 360 + (mm^2 - mm^1) \times 30 + \text{Min}(jj^2, 30) - \text{Min}(jj^1, 30) \right]$$

Coupon Amount means the amount of interest due and, in the case of Fixed Rate Notes, the Fixed Coupon Amount or the Broken Amount (as these terms are defined in Article 4.2), as applicable, as stipulated in the relevant Final Terms.

Representative Amount means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on a Coupon Determination Date, the amount specified as such on that date in the applicable Final Terms or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

Screen Page means any page, section, heading, column or any other part of a document supplied by any information service (including, but not limited to, Reuters (**Reuters**)) which may be designated in order to provide a Reference Rate, or any other page, section, heading, column or any other part of a document of said information service or any other information service that may replace it, in each case as designated by the entity or organisation providing or responsible for the dissemination of the information appearing on said service to indicate rates or prices comparable to the Reference Rate, as stipulated in the relevant Final Terms.

Interest Period means the Period beginning on (and including) the Interest Period Start Date and ending on (but excluding) the first Coupon Payment Date as well as each subsequent period beginning on (and including) a Coupon Payment Date and ending on the following Coupon Payment Date (excluded).

Accrued Interest Period means the Period beginning on (and including) the Interest Period Start Date and ending on (but excluding) the first Accrued Interest Period Date (excluded) of the Coupon as well

as each subsequent period beginning on (and including) an Accrued Interest Period Date and ending on the following Accrued Interest Period Date (excluded) of the Coupon.

Reference Financial Centre means, for a Floating Rate to be determined on the basis of a Screen Rate Determination on a Coupon Determination Date, the financial market that may be specified in the applicable Final Terms or, if no financial market is specified, the financial market to which the Benchmark is most closely connected (in the case of the EURIBOR (TIBEUR in French) or the EONIA (TEMPE in French), shall be the Eurozone or, if not, Paris.

Benchmark means the relevant rate (EURIBOR (or TIBEUR in French), EONIA (or TEMPE in French), or the TEC10) as specified in the applicable Final Terms.

Primary Dealers means privileged counterparties of the Agence France Trésor and the Public Debt Commission (Caisse de la Dette Publique) for all their market transactions, which are responsible for participating in contract awards, investment Treasury securities and ensuring the liquidity of the secondary market.

Interest Rate means the interest rate payable on the Notes and which is either specified or calculated in accordance with the provisions of these Terms and Conditions as completed by the relevant Final Terms.

Reference Rate means, subject to adjustment pursuant to Articles 4.3(c)(iii) et seq., the Benchmark for a Representative Amount in the Specified Currency for a period equal to the Specified Duration commencing on the Value Date (if said period is applicable to or compatible with the Benchmark).

Eurozone means the region occupied by the Member States of the European Union that have adopted the single currency in accordance with the Treaty.

4.2 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest calculated on its outstanding nominal amount, as from the Interest Period Start Date, at an annual rate (expressed as a percentage) equal to the Interest Rate; this interest is payable when due on each Coupon Payment Date.

If a fixed coupon amount (**Fixed Coupon Amount**) or broken amount (**Broken Coupon Amount**) is specified in the applicable Final Terms, the Coupon Amount payable on each Coupon Payment Date shall be equal to the Fixed Coupon Amount or, if applicable, the Broken Coupon Amount as specified; it shall be payable on the Coupon Payment Date(s) specified in the applicable Final Terms.

4.3 Interest on Floating Rate Notes

(a) Coupon Payment Dates

Each Floating Rate Note shall bear interest calculated on its unredeemed nominal amount, as from the Interest Start Date, at an annual rate (expressed as a percentage) equal to the Interest Rate; such interest is payable when due on each Coupon Payment Date. Said Coupon Payment Date(s) shall be specified in the applicable Final Terms or, if no Coupon Payment Date(s) is/are specified in the applicable Final Terms, the Coupon Payment Date shall mean each date falling at the end of the number of months or at the end of another period as specified in the applicable Final Terms as the Interest Period, which falls after the preceding Coupon Payment Date and, in the case of the first Coupon Payment Date, falling after the Interest Period Start Date.

(b) **Business Day Convention**

When a date referred to in these Terms and Conditions, which is specified to be adjusted in accordance with a Business Day Convention, falls on a day that is not a Business Day, and if the applicable Business Day Convention is (i) the Floating Rate Business Day Convention, said date shall be postponed to the following Business Day unless it would thereby fall into the next calendar month, in which case (x) said date shall be moved forward to the immediately preceding Business Day and (y) each subsequent date shall be the last Business Day of the month in which said date would have fallen had it not been subject to adjustments, (ii) the Following Business Day Convention, this date shall be postponed to the following Business Day, unless this date would thereby fall into the next calendar month, in which case this date shall be moved to the immediately preceding Business Day or (iv) the Preceding Business Day Convention, said date will then be moved forward to the immediately preceding Business Day. Notwithstanding the provisions above, if the relevant Final Terms indicated that the Business Day Convention must be applied on a “non-adjusted” basis, the Coupon Amount payable on any date shall not be affected by the application of the relevant Business Day Convention.

(c) **Interest Rate for Floating Rate Notes**

The Interest Rate applicable to Floating Rate Notes for each Accrued Interest Period shall be determined in compliance with the provisions below relating to either the FBF Determination or the Screen Page Rate Determination, depending on the option specified in the applicable Final Terms.

(i) **FBF Determination for Floating Rate Notes**

When FBF Determination is specified in the applicable Final Terms as being the method applicable for the determination of the Interest Rate, the Interest Rate applicable to each Interest Accrual Period shall be determined by the Agent as being a rate equal to the relevant FBF Rate plus or minus, as applicable, (as specified in the applicable Final Terms), the Margin. For the purposes of this sub-section (c), the "FBF Rate" for an Accrued Interest Period means a rate equal to the Floating Rate as determined by the Calculation Agent for a rate swap transaction incorporating the FBF Definitions, under the terms of which:

- (A) the relevant Floating Rate is as specified in the applicable Final Terms; and
- (B) the Floating Rate Determination Date is as specified in the applicable Final Terms.

For the purposes of this sub-section (c), "Floating Rate" and "Floating Rate Determination Date" shall have the meanings given them in the FBF Definitions.

In the applicable Final Terms, if the “Floating Rate” section provides that the interest rate shall be determined by linear interpolation for an Interest Period, the Interest Rate applicable to said Interest Period shall be calculated by the Calculation Agent by linear interpolation between two (2) interest rates based on the relevant Floating Rate, in which the first interest rate corresponds to a maturity immediately lower than the duration of the relevant Interest Period, and the second rate corresponds to a maturity immediately greater than the same relevant Interest Period.

(ii) **Screen Rate Determination for Floating Rate Notes**

When a Screen Rate Determination is specified in the applicable Final Terms as being the method applicable for the determination of the Interest Rate, the Interest Rate for each Interest Accrual Period shall be determined by the Calculation Agent at (or about) the Relevant Time on the Coupon Determination Date for said Interest Accrual Period as specified below:

- (A) if the primary source for the Floating Rate is a Screen Page, subject to what is specified below or (if applicable) in Article 4.3(c)(iii) (*Cessation of the Benchmark*), below, the Interest Rate shall be:
- I. the Benchmark (when the Benchmark on said Screen Page is a composite quotation or is customarily supplied by one entity), or
 - II. the arithmetic mean of the Benchmarks of the entities whose Benchmarks appear on that Screen Page,

in each case as published on said Screen Page, at the Reference Time on the Coupon Determination Date, as indicated in the applicable Final Terms, decreased or increased, as appropriate (as indicated in the applicable Final Terms), by the Margin;

- (B) if the primary source for the Floating Rate is Reference Banks or if sub-section (A)(I) applies and no Relevant Rate appears on the Screen Page at the Reference Time on the Coupon Determination Date, or if sub-section (A)(II) applies and fewer than two Relevant Rates appear on the Screen Page at the Reference Time on the Coupon Determination Date, the Interest Rate, subject to what is provided below or (is applicable) in Article 4.3(c)(iii) (*Cessation of the Benchmark*) below, shall be equal to the arithmetic mean of the Reference Rate that each of the Reference Banks is quoting to first-tier banks in the Reference Financial Centre at the Reference Time on the Coupon Determination Date, as determined by the Calculation Agent, decreased or increased, as applicable (as indicated in the applicable Final Terms), by the Margin; and
- (C) if sub-section (B) above applies and the Calculation Agent determines that fewer than two Reference Banks are offering Benchmarks, the Interest Rate, subject to the stipulations below or (if applicable) in Article 4.3(c)(iii) (*Cessation of the Benchmark*) below, shall be equal to the arithmetic mean of the annual rates (expressed as a percentage) that the Calculation Agent determines to be the rates (the closest possible to the Benchmark) applicable to a Representative Amount in the Specified Currency that at least two out of five (5) first tier banks selected by the Calculation Agent in the Eurozone as selected by the Calculation Agent, (the **Principal Financial Centre**) are offering at or about the Reference Time on the date on which such banks would customarily quote such rates for a period beginning on the Value Date and equivalent to the Specified Duration (I) to first tier banks conducting business in Europe, or (if the Calculation Agent determines that fewer than two of such banks are quoting such rates to first tier banks in Europe) (II) to first tier banks conducting business in the Principal Financial Centre; it is understood that, when fewer than two of these banks are quoting such rates to first tier banks in the Principal Financial Centre, the Interest Rate shall be the Interest Rate determined on the previous Coupon Determination Date (after readjustment taking into account any difference in Margin, Multiplier Coefficient, or Maximum or Minimum Interest Rate applicable to the preceding Accrued Interest Period and to the relevant Accrued Interest Period).

In the applicable Final Terms, if the “Benchmark” section provides that the interest rate shall be determined by linear interpolation for an Interest Period, the Interest Rate applicable to said Interest Period shall be calculated by the Calculation Agent by linear interpolation between two (2) rates based on the relevant Benchmark, in which the

first interest rate corresponds to a maturity immediately inferior than the duration of the relevant Interest Period, and the second rate corresponds to a maturity immediately superior than the same relevant Interest Period.

- (D) When a Screen Rate Determination is specified in the applicable Final Terms as being the method for the determination of the Interest Rate, and the Relevant Rate for the Floating Rate Notes is specified as the TEC10, the Interest Rate for each Interest Accrual Period, subject to the provisions set forth above, shall be determined by the Calculation Agent using the following formula:

$$\text{TEC10} + \text{Margin.}$$

TEC 10 means the estimate offered (expressed as an annual percentage) for the EUR-TEC10-CNO calculated by the Bond Standards Committee (Comité de Normalisation Obligataire) (CNO), published on the relevant Screen Page, which is the **TEC 10** line on the Reuters CNOTEC10 Screen Page, or any page that succeeds it, at 10:00 am, Paris time, on the Coupon Determination Date in question.

If, on any Coupon Determination Date, the TEC10 does not appear on the Reuters CNOTEC Screen Page or any page that succeeds it, (i) it shall be determined by the Calculation Agent on the basis of the prices on the intermediate market for each of the two references for French Treasury Bonds (Obligations Assimilables du Trésor) (OAT) which would have been used by the CNO to calculate the rate in question, estimated in each case by five Primary Dealers at around 10:00 am, Paris time, on the Coupon Determination Date in question; (ii) the Calculation Agent shall ask each Primary Dealer to provide it with an estimate of their prices; and (iii) the TEC10 shall be the redemption yield of the arithmetic mean of these prices, determined by the Calculation Agent after elimination of the highest estimate and the lowest estimate. The redemption yield cited above shall be determined by the Calculation Agent using the formula that would have been used by the CNO to determine the relevant rate.

*For information, the EUR-TEC10-CNO, established in April 1996, is the yield percentage (rounded to the nearest hundredth, and 0.005 per cent is rounded up to the higher hundredth) of a 10-year notional OAT corresponding to the linear interpolation between the yield until maturity of the two existing OATs (the **Reference OATs**) for which the periods until maturity are the closest in duration to the 10-year notional OATs, and the duration of one Reference OAT is less than 10 years and the duration of the other Reference OAT is greater than 10 years.*

(iii) **Cessation of the Benchmark index**

This Article 4.3(c)(iii) (*Cessation of the Benchmark*) applies when Determination of the Rate on Screen Page is indicated in the relevant Final Terms as the method for determination of the Interest Rate, and only if “*Replacement of the Benchmark*” is specified as applicable in the relevant Final Terms. The present Article 4.3(c)(iii) does not apply to a Screen Page Rate Determination for the TEC10 cited in Article 4.3(c)(ii)(D). To avoid any ambiguity, if “*Replacement of the Benchmark*” is specified as non-applicable in the Final Terms in question, and if an Event on the Benchmark occurs, then the other provisions of sections (A) to (C) of Article 4.3(c)(ii) (*Determination of the Rate on Screen Page for Floating Rate Notes*) on other alternative measures will apply.

If an Event on the Benchmark related to the Initial Reference Rate occurs at any time when the Terms of the Notes stipulated that the Interest Rate (or any part of it) shall be determined

by reference to this Initial Reference Rate, the following provisions shall apply and take precedence over the other alternative measures stipulated in sections (A) to (C) of Article 4.3(c)(ii) (*Determination of the Rate on Screen Page for Floating Rate Notes*).

(A) Independent Adviser

The Issuer must make reasonable efforts to name an Independent Adviser as soon as this is reasonably possible, in order to determine a Successor Rate or, if not, an Alternative Rate (pursuant to Article 4.3(c)(iii)(B)) and, in each case, a Rate Spread Adjustment, if applicable (pursuant to Article 4.3(c)(iii)(C)) and any Change in the Benchmark Index (pursuant to Article 4.3(c)(iii)(D)).

An Independent Adviser designated in accordance with this Article 4.3(c)(iii) shall act in good faith as an expert and (in the absence of bad faith or fraud) may not, under any circumstances, be held liable to the Issuer, the Fiscal Agent, the Paying Agents, the Calculation Agent or any other party responsible for determining the Interest Rate specified in the applicable Final Terms, or to the Noteholders for any determination it has made pursuant to this Article 4.3(c)(iii).

(B) Successor Rate or Alternative Rate

If the Independent Adviser determines in good faith:

- I. that there is a Successor Rate, then said Successor Rate (subject to the adjustments provided for by Article 4.3(c)(iii)(C)) shall be subsequently used in place of the Initial Reference Rate to determine the relevant Interest Rate or Rates (or the relevant component(s) of said Rate or Rates) for all subsequent interest payments on the Notes (subject to the subsequent application of this Article 4.3(c)(iii)); or
- II. that there is no Successor Rate, but an Alternative Rate, then said Alternative Rate (subject to the adjustments provided for by Article 4.3(c)(iii)(C)) shall be subsequently used in place of the Initial Reference Rate to determine the relevant Interest Rate or Rates (or the relevant component(s) of said Rate or Rates) for all subsequent interest payments on the Notes (subject to the subsequent application of this Article 4.3(c)(iii)).

(C) Rate Spread Adjustment

If the Independent Adviser determines in good faith that (i) a Rate Spread Adjustment must be applied to the Successor Rate or the Alternative Rate (as applicable) and (ii) the amount, or a formula or a method for determining said Rate Spread Adjustment, then this Rate Spread Adjustment shall be applied to the Successor Rate or Alternative Rate (as applicable) for each subsequent determination of the Interest Rate in question (or a relevant component of that Rate) referring to said Successor Rate or Alternative Rate (as applicable).

(D) Modification of the Benchmark

If a Successor Rate, Alternative Rate or a Rate Spread Adjustment is determined in accordance with this Article 4.3(c)(iii), and the Independent Adviser determines in good faith (A) that changes in the Terms and Conditions

of the Notes (including, but not limited to, changes in the definitions of Day Count Fraction, Business Days or Screen Page) are necessary to ensure the correct functioning of said Successor Rate, Alternative Rate and/or Rate Spread Adjustment (these changes, Modifications of the Benchmark) and (B) and the conditions for Modifications of the Benchmark, then the Issuer must, subject to notification pursuant to Article 4.3(c)(iii)(E), within the necessity of obtaining consent or approval from Noteholders, amend the Terms and Conditions of the Notes to give effect to such Modifications of the Benchmark as from the date indicated in said notification.

In the context of such a modification pursuant to this Article 4.3(c)(iii), the Issuer must comply with the rules of the market on which the Notes are listed or admitted to trading at that time.

(E) Notification

After receiving such information from the Independent Adviser, the Issuer must immediately notify the Fiscal Agent, the Calculation Agent, the Paying Agents, the Representative (as applicable) and, pursuant to Article 14, the Noteholders, of any Successor Rate, Alternative Rate, Adjustment of the Rate Spread and the specific terms of all Modifications of the Benchmark determined in accordance with this Article 4.3(c)(iii). This notification shall be irrevocable and shall specify the effective date of the Modifications of the Benchmark, if any.

(F) Continuity of Alternative Measures

If, after the occurrence of an Event on the Benchmark and with regard to the determination of the Interest Rate immediately after the Coupon Determination Date, no Successor Rate or Alternative Rate (as applicable) is determined pursuant to this provision, the alternative measures relating to the Initial Reference Rate stipulated in Article 4.3(c)(ii) shall continue to apply to determine the Interest Rate on said Coupon Determination Date, with the effect that such alternative measures could lead to the application of the Interest Rate as determined on the preceding Coupon Determination Date.

Under such circumstances, the Issuer shall have the right (but not the obligation), at any moment thereafter, to choose to apply the provisions of this Article 4.3(c)(iii), *mutatis mutandis*, one or more times until the Successor Rate or the Alternative Rate (and, if applicable, any Rate Spread Adjustment and/or related Modifications of the Benchmark) has been determined and notified pursuant to this Article 4.3(c)(iii) (and until such determination and notification (as applicable), the alternative clauses stipulated elsewhere in these Terms and Conditions, including (to avoid any ambiguity) the alternative measures stipulated in Article 4.3(c)(ii), shall continue to apply.

(G) Definitions

In this Article 4.3(c)(iii):

Rate Spread Adjustment means a rate difference (*spread*) (that may be positive or negative), or a formula or method of calculating a rate *spread*, in all cases, which the Independent Adviser determines and which must be applied to the Successor Rate or the Alternative Rate (as applicable) in order

to reduce or eliminate, to the extent possible under such circumstances, any economic disadvantage or advantage (as applicable) for Noteholders resulting from the replacement of the Initial Reference Rate by the Successor Rate or the Alternative Rate (as applicable) and the rate spread is the formula or method which:

- a) in the case of a Successor Rate, is formally recommended or formally stipulated by any Competent Nominating Organisation as an option to be adopted by the parties in the context of the replacement of the Initial Benchmark Index by the Successor Rate or the Alternative Rate;
- b) in the case of an Alternative Rate (or in the case of a Successor Rate when section (a) above does not apply), corresponds to the market practice on the international bond markets for transactions referring to the Initial Reference Rate, when this rate has been replaced by the Alternative Rate (or, if applicable, by the Successor Rate); or
- c) if no recommendation or option has been formulated (or made available), or if the Independent Adviser determines that there is no rate *spread*, formula or method corresponding to market practice, is determined as appropriate by the Independent Adviser acting in good faith.

Independent Adviser refers to an internationally recognised independent financial institution or any other independent person or entity of recognised quality that has the appropriate expertise, appointed by the Issuer at its own expenses pursuant to Article 4.3(c)(iii)(A).

Benchmark Event means, in relation to an Initial Reference Rate:

- a) the Initial Reference Rate which has ceased to exist or to be published;
- b) the later of the following cases: (i) the public declaration by the administrator of the Initial Reference Rate that it will cease, no later than on a specific date, publishing the Initial Reference Rate permanently or indefinitely (if no replacement of the administrator has been named to continue publication of the Initial Reference Rate) and (ii) the date six months before the date indicated in section (i);
- c) the public declaration by the supervisor of the administrator of the Initial Reference Rate that the Initial Reference Rate has permanently or indefinitely ended;
- d) the later of the following cases: (i) the public declaration from the supervisor of the Initial Reference Rate administrator that the Initial Reference Rate will permanently or indefinitely end, before or no later than a specific date and (ii) the date six months before the date indicated in point (i);
- e) the public declaration by the supervisor of the administrator of the Initial Reference Rate that the Initial Reference Rate will be prohibited from use, and its use will be subject to restrictions or adverse consequences, within the next six months in each case;

- f) it is, or becomes, illegal, before the next Coupon Determination Date, for the Issuer, the party responsible for determining the Interest Rate (which is the Calculation Agent, or any other party stipulated in the applicable Final Terms, as applicable), or any Paying Agent to calculate the payments that must be made to any Noteholder using the Initial Reference Rate (including, but not limited to, pursuant to the Regulation on Benchmarks (EU) 2016/1011, if applicable); or
- g) that a decision to suspend the approval or registration, pursuant to Article 35 of the Regulation on Benchmarks (EU Regulation 2016/2011), of any administrator of the benchmark authorised until then to publish said Initial Reference Rate, has been taken.

Competent Nominating Organisation refers to, in relation to a benchmark rate or a screen rate (as applicable):

- a) the central bank of the currency to which the benchmark rate or screen rate (as applicable) is tied, or any central bank or other supervisory authority responsible for supervising the administrator of the benchmark rate or the screen rate (as applicable); or
- b) any working group or committee sponsored, chaired or co-chaired by, or created at the request of (i) the central bank of the currency to which the benchmark rate or screen rate (as applicable) is tied, (ii) any central bank or other supervisory authority responsible for supervising the administrator of the benchmark rate or the screen rate (as applicable); (iii) a group of the aforementioned central banks or any other supervisory authority, or (iv) the Financial Stability Board (FSB) or any part of the FSB.

Alternative Rate means an alternative benchmark rate or alternative screen rate which the Independent Adviser determines pursuant to Article 4.3(c)(iii) and which reflects market practice on the international bond markets in order to determine the interest rates or (a relevant component of those rates) for a corresponding interest period and in the same Specified Currency as the Notes.

Initial Reference Rate means the rate of the benchmark or the screen rate (as applicable) originally specified for the purpose of determining the relevant Interest Rate (or the component(s) of said rate) for the Notes.

Successor Rate means a successor or replacement of the Initial Interest Rate which is formally recommended by any Competent Nominating Organisation.

4.4 Fixed Interest Rate/Floating Interest Rate of the Notes

Each Fixed Rate/Floating Rate Note bears interest at a rate which (i) the Issuer may decide to convert on the date indicated in the Final Terms in question from a Fixed Rate to a Floating Rate (from among the types of Floating Rate Notes described in Article 4.3(c) above) (or inversely) or (ii) which will be automatically converted from a Fixed Rate to a Floating Rate (or vice-versa) on the date indicated in the relevant Final Terms.

4.5 Zero Coupon Notes

If a Zero Coupon Note is redeemable prior to its Maturity Date by exercise of a Redemption Option at the Issuer's discretion or, if so specified in the applicable Final Terms, pursuant to Article 5.4 or in any other manner, and such Note is not redeemed on the due date, the amount due and payable prior to the Maturity Date shall be equal to the Optional Redemption Amount or the Early Redemption Amount, as applicable. As from the Maturity Date, the principal of such Note that is not repaid shall bear interest at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as defined in Article 5.4(a)(ii)).

4.6 Accrual of interest

Interest shall cease to accrue on each Note on the redemption date unless (a) on said redemption date, the repayment of principal is improperly withheld or refused; in which case, interest shall continue to accrue (both before and after a potential judgement) at the Interest Rate pursuant to the terms of Article 4 until the Reference Date.

4.7 Margin, Rate Multipliers, Interest Rate, Scheduled Payment Amount, Minimum and Maximum Repayments and Rounding

- (a) If a Margin or Rate Multiplier is specified in the applicable Final Terms (either (x) generally or (y) in relation to one or more Accrued Interest Periods), an adjustment shall be made to all Interest Rates, in case (x), or for the Interest Rates applicable to the relevant Accrued Interest Periods in case (y), calculated in accordance with point (c) above by adding (if a positive number) or subtracting (if a negative number) the absolute value of said Margin or by multiplying the Interest Rate by the Rate Multiplier, subject in each case to the provisions of the following paragraph.
- (b) If an Interest Rate, an Instalment Amount or a Minimum or Maximum Redemption Amount is stipulated in the relevant Final Terms, each Interest Rate, Instalment Amount or Redemption Amount may not exceed said maximum or be less than said minimum, as applicable; it is specified that (i) under no circumstances shall the amount of the interest payable attached to each Note be less than zero and (ii) except if the Minimum Interest Rate is higher than stipulated in the relevant Final Terms, the Minimum Interest rate shall be equal to 0.
- (c) For any calculation that must be performed under these Terms and Conditions (unless otherwise specified), (i) if the FBF Determination is specified in the applicable Final Terms, all percentages resulting from such calculations shall be rounded off, if necessary, to the nearest ten thousandth (with halves rounded up), (ii) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest fifth decimal place (with halves being rounded up), and (iii) all numbers shall be rounded to the seventh number after the decimal point (with halves being rounded up).

4.8 Calculations

The amount of interest payable in respect of any Note for any period shall be calculated by applying the Interest Rate to the non-repaid principal of each Note, by multiplying the result obtained by the Day Count Fraction, unless a Coupon Amount (or Margin or Rate Multiplier) is specified for said period, in which case the amount of interest payable in respect of said Note for this same period shall be equal to said Coupon Amount (or shall be adjusted in accordance with the Margin or a Rate Multiplier as stipulated in Article 4.7 above). If an Interest Period comprises two or more Accrued Interest Periods, the amount of interest payable in respect of said Interest Period shall be the sum of the interest payable in respect of each of those Accrued Interest Periods.

4.9 Determination and publication of Interest Rates, Coupon Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts

As soon as possible after the reference time on the date on which the Calculation Agent may be required to calculate any rate or amount, obtain a quotation, determine an amount or calculation, it shall determine this rate and calculate the Coupon Amounts for each Nominal Value Indicated for the Notes during the corresponding Accrued Interest Period. It shall also calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or the Instalment Amount, obtain the corresponding quotation, or perform the determination or calculation that may be necessary. It shall then notify the Interest Rate and the Coupon Amounts for each Interest Period and the relevant Coupon Payment Date and, if required, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any other Instalment Amount, to the Fiscal Agent, the Issuer, each of the Paying Agents and any other Calculation Agent designated for the Notes to conduct additional calculations upon receipt of said information. If the Notes are listed for trading on a regulated market and the rules of said market require it, it shall also notify said information to this market and/or to the Noteholders as soon as possible after determination, no later than (i) the start of the relevant Interest Period, if the information is determined prior to said date, in the case of a notification of the Interest Rate and Coupon Amount to said market, or (ii) in all other cases, no later than the fourth Business Day after they are determined. When the Coupon Payment Date or Interest Accrual Period Date is adjusted pursuant to Article 4.3(b), the Coupon Amounts and the Coupon Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. The determination of each rate or amount, the obtaining of each quotation and each of the determinations or calculations made by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

4.10 Calculation Agent and Reference Banks

The Issuer shall ensure that there are at all times four Reference Banks (or such other number as may be required) with at least one office in the Reference Financial Centre and one or more Calculation Agents if so specified in the applicable Final Terms for as long as Notes are outstanding (as defined in Article 1.3(b) above). If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Issuer shall appoint another Reference Bank with an office in the Reference Financial Centre to act as such in its place. If more than one Calculation Agent is named in respect of the Notes, any reference in these Terms and Conditions to the Calculation Agent shall be construed as a reference to each Calculation Agent acting under these Terms and Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Interest Rate for an Interest Period or Interest Accrual Period or to calculate any Coupon Amount, Instalment Amount, Final Redemption Amount, Optional Redemption Amount or Early Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment bank operating in the interbank market (or, if appropriate, money market, swaps market or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal Paris office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign from its duties before a successor has been named under the conditions described above.

5. REDEMPTION, PURCHASE AND OPTIONS

5.1 Redemption at maturity

Unless previously redeemed, purchased and cancelled as provided below, each Note shall be redeemed on the Maturity Date specified in the applicable Final Terms at its Final Redemption Amount (which, unless otherwise provided, equals its nominal amount (except for Zero Coupon Notes)) specified in

the applicable Final Terms or, in the case of Notes governed by Article 5.2 below, its final Instalment Payment Amount.

5.2 Redemption by instalments

Unless previously redeemed or purchased and cancelled as provided in this Article 5, each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified in the applicable Final Terms. The outstanding nominal amount of each said Notes shall be reduced by the corresponding Instalment Amount (or, if said Instalment Amount is calculated by reference to a proportion of the nominal amount of the Note, reduced by such proportion) as from the Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused on the date stipulated for said payment.

5.3 Redemption option at Issuer's discretion and partial redemption

If an Issuer's Redemption Option is specified in the applicable Final Terms, the Issuer may, subject to compliance with all applicable laws, regulations and directives, and provided that it so irrevocably notifies Noteholders no fewer than 15 days and no more than 30 calendar days in advance pursuant to Article 13 (or any other notice period stipulated in the applicable Final Terms), redeem all or, if applicable, a portion of the Notes on the Optional Redemption Date. Any such redemption of Notes shall be made at the Optional Redemption Amount stipulated in the relevant Final Terms, plus any interest accrued up to the date set for redemption. Each of these redemptions must relate to Notes of a nominal amount at least equal to the minimum nominal amount redeemable as specified in the applicable Final Terms and may not exceed the maximum nominal amount redeemable as specified in the applicable Final Terms.

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

In the case of a partial redemption by the Issuer for the Notes of a single Series, redemption shall be executed by reducing the nominal amount of the Notes in proportion to the nominal amount redeemed.

5.4 Redemption at the option of the Noteholders

If a Redemption Option at the Noteholder's discretion is specified in the applicable Final Terms, the Issuer must, at the request of the Noteholder and provided that he so irrevocably notifies the Issuer at least fifteen (15) and no more than thirty (30) calendar days in advance (or any other advance notice stipulated in the relevant Final Terms), redeem said Note on the Optional Redemption Date or Dates at the Optional Redemption Amount stipulated in the relevant Final Terms, plus any interest accrued up to the date set for redemption. In order to exercise such option, the Noteholder must deposit with a Paying Agent at its specified office by the required deadline a duly completed option exercise notice (the **Exercise Notice**) in the form obtainable during normal office hours from the Paying Agent or Registration Agent, as applicable. The Noteholder shall transfer, or cause to be transferred, the Notes to be redeemed to the account of the Paying Agent, as specified in the Notice of Exercise. No option that has been exercised or, if relevant, no Note that has been deposited or transferred may be withdrawn without the prior written consent of the Issuer.

5.5 Early redemption

(a) Zero Coupon Notes

- (i) The Early Redemption Amount payable in respect of any Zero Coupon Note shall, upon redemption of such Note pursuant to Article 5.6 or 5.9 or upon it becoming due

and payable as provided in Article 8, be the Amortised Face Amount (calculated as provided below) of this Note.

- (ii) Subject to the provisions of sub-section (iii) below, the Amortised Face Amount of any Zero Coupon Note shall be the Final Redemption Amount of said Note on the Maturity Date discounted at an annual rate (expressed as a percentage) equal to the Yield (which shall be, if a rate is not stipulated in the applicable Final Terms, the rate that would result in an Amortised Face Amount equal to the issue price of the Notes if discounted back to the issue price on the Issue Date), compounded annually.
- (iii) If the Early Redemption Amount payable in respect of each Note upon its redemption pursuant to Article 5.6 or 5.9 or upon it becoming due and payable in accordance with Article 8, is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note, as defined in sub-paragraph (ii) above, except that such sub-paragraph shall have effect as if the reference therein to the date on which such Note becomes due and payable were a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both after and before any judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date, together with any interest that may accrue in accordance with Article 4.4. Where such calculation is to be made for a period of less than one (1) year, it shall be made on the basis of one of the Day Count Fractions mentioned at Article 4.1 and specified in the applicable Final Terms.

(b) **Other Securities**

The Early Redemption Amount due for any other Note, at the redemption of said Note pursuant to Article 5.6 or 5.9, or if this Note becomes due and payable pursuant to Article 8, shall be equal to the Final Redemption Amount, unless otherwise stipulated in the applicable Final Terms, or in the case of Notes governed by Article 5.2 above, at the non-amortised face value, in each case, plus all accrued interest (including supplementary amounts applicable) up to the effective redemption date.

5.6 Redemption for tax reasons

- (a) If, at the time of any repayment of principal, payment of interest or other amounts, the Issuer is forced to make additional payments pursuant to Article 7.2 below, as a result of changes in French laws and regulations, or for reasons arising from changes in the official application or interpretation thereof after the Issue Date, the Issuer may then, at any Coupon Payment Date or, if this is stipulated in the applicable Final Terms, at any time, provided that it notifies Noteholders in accordance with Article 13, no earlier than 45 calendar days and no later than 30 calendar days prior to said (this notice shall be irrevocable), redeem in full or in part only, the Notes at the Early Redemption Amount plus all interest accrued until the redemption date set, provided that the redemption date set in the notice is not earlier than the last date on which the Issuer is able, in practice to make the payment of principal, interest or other amounts without taking French withholding tax or deductions.
- (b) If, at the next repayment of principal or the next payment of interest or other amounts in respect of the Notes, the Issuer's payment of the total amount payable to Noteholders was prohibited by French law, despite the commitment to pay any additional sum stipulated in Article 7.2 below, the Issuer should immediately so advise the Fiscal Agent. The Issuer, subject to a notice of seven days sent to Noteholders pursuant to Article 13, must then redeem all, and not a portion only, of the Notes then outstanding at their Early Redemption Amount, plus all interest accrued up to the redemption date set, on (i) the latest Coupon Payment Date on which the Issuer could make full payment on the Notes, on the condition that, if the notice referred to above expires after said Coupon Payment Date, the

redemption date for Noteholders shall be the later of (A) the latest date on which the Issuer could practically make payment of the full amount due on the Notes, and (B) 14 calendar days after giving notice to the Fiscal Agent or (ii) if so specified in the applicable Final Terms, at any time, provided that the planned redemption date indicated in the notice is the latest practicable date on which the Issuer could make payment of the full amounts due in respect of the Notes or, if this date is passed, as soon as it is possible.

5.7 Purchases

The Issuer may at any time purchase Notes on or off the market (including through a public offer) at any price in compliance with the laws and regulations in force.

Notes purchased by or on behalf of the Issuer may, at the Issuer's option, be retained in accordance with the applicable laws and regulations or cancelled in accordance with Article 5.8.

5.8 Cancellation

Notes purchased for cancellation in accordance with Article 5.7 above shall be cancelled by transfer to an account pursuant to the rules and procedures of Euroclear France, and provided they are transferred and returned, such Notes shall, like all Notes redeemed by the Issuer, be immediately cancelled (as well as all rights relating to the payment of interest and other amounts on such Notes). Notes so cancelled or, as applicable, transferred or surrendered for cancellation may not be re-issued or re-sold and the obligations of the Issuer in respect of any such Notes shall be discharged.

5.9 Illegality

If the entry into force of any new law or regulation in France, any amendment to a law or any mandatory provision or any change in the legal or administrative interpretation thereof by any competent authority, effective after the Issue Date, makes it illegal for the Issuer to apply or meet its obligations for the Notes, the Issuer shall have the right, provided it notifies Noteholders pursuant to the provisions of Article 13, no earlier than 45 calendar days and no later than 30 calendar days prior to said payment (this notice is irrevocable), to redeem all and not only a portion, of the Notes at the Early Redemption Amount plus all interest accrued up to the date set for redemption.

6. PAYMENTS

6.1 Method of payment

Any Payment of principal or interest for the Notes shall be made (a) in the case of Notes in bearer form or in administered registered form, by transfer to an account denominated in the Specified Currency opened with the Account Holders for the benefit of Noteholders, and (b) in the case of Notes in pure registered form, by transfer to an account denominated in the Specified Currency, opened with a Bank (as defined below) specified by the relevant Noteholder. The Issuer's payment obligations shall be discharged upon such payments being duly made to such Account Holders or such Bank.

6.2 Payments subject to tax laws

All payments are subject to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Article 7. No commission or fees shall be paid by Noteholders at the time of such payments.

6.3 Appointment of Agents

The Fiscal Agent, the Paying Agents, the Calculation Agent and the Registration Agent initially appointed by the Issuer and their respective specified offices are listed at the end of this Base Prospectus for the Programme. The Fiscal Agent, the Paying Agents and the Registration Agent act solely as agents, and the Calculation Agents solely as independent experts, of the Issuer and under no circumstances do any of them assume any obligation or relationship of agency for or with any Noteholder or Coupon holder. The Issuer reserves the right at any time to change or terminate the appointment of the Fiscal Agent, any Paying Agent, Calculation Agent or Registration Agent and to appoint any other Fiscal Agent, Paying Agent(s), Calculation Agent(s) or Registration Agent(s) or any additional Paying Agent(s), Calculation Agent(s) or Registration Agent(s), provided that the Issuer shall at all times maintain (a) a Fiscal Agent, (b) one or more Calculation Agents, when the Terms and Conditions so require, (c) a Paying Agent with specified offices in at least two major European cities (providing financial services in respect of the Notes in France as long as Notes are listed for trading on Euronext Paris and as long as the regulations applicable to this market so require), (d) in the case of Notes in pure registered form, a Registration Agent and (e) any other agent that may be required under the rules of any regulated market on which the Notes may be admitted to trading.

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

6.4 Business Days for payment

If any payment date in respect of any Note is not a business day (as defined below), the Noteholder may not claim any payment until the following business day, nor any other sum in respect of this delay. In this paragraph, "business day" means a day (other than Saturday or Sunday) (a) on which Euroclear France is operating, (b) on which banks and foreign exchange markets are open in the countries specified as "Financial Centres" in the applicable Final Terms and (c) which is a TARGET Business Day.

6.5 Bank

For the purposes of this Article 6, **Bank** means a bank established in a city in which banks have access to the TARGET System.

7. TAXATION

7.1 Withholding tax

All payments of principal, interest or other amounts linked to the Notes made by or on behalf of the Issuer shall be made without any withholding or deduction for any income or other tax imposed, levied or collected by or on behalf of France or any French authority that has the power to levy taxes, unless such withholding or deduction is required by law.

7.2 Additional Amounts

If under French law, payments of principal, interest or other amounts in respect of any Note are subject to withholding or deduction for any tax or duty, present or future, the Issuer undertakes, to the fullest extent permitted by law, to increase its payments so that Noteholders receive the full amounts that would have been paid to them in the absence of such withholding or deduction; it is specified that the Issuer shall not be required to increase the payments on any Note if the Noteholder, or a third party acting in his name, is liable for said income or other taxes other than for the sole act of holding said Notes.

The references in these Terms to (i) “principal” shall be deemed to include any premium payable in respect of the Notes, all Final Redemption Amounts, Instalment Amounts, Early Redemption Amounts, Operational Redemption Amounts and any other sum in principal payable pursuant to Article 5 as completed by the applicable Final Terms, (ii) “interest” shall be deemed to include all Coupon Amounts and other amounts payable pursuant to Article 4 as completed by the applicable Final Terms, and (iii) “principal” and/or “interest” shall be deemed to include any additional amounts that may be payable under this Article.

8. ACCELERATED PAYMENT EVENT

If one of the following events occurs (each is an **Accelerated Payment Event**), (i) the Representative (as defined in Article 10) on its own initiative or at the request of any Noteholder may, on simple written notification sent on behalf of the Masse (as defined in Article 10) to the Fiscal Agent with a copy to the Issuer, make immediately and automatically due and payable the redemption of all Notes (not simply a portion of said Notes); or (ii) if there is no Representative of the Masse, any Noteholder may, on simple written notification to the Fiscal Agent with a copy to the Issuer, make immediately and automatically due and payable the redemption of all Notes held by the author of the notification, at the Early Redemption Amount plus all interest accrued up to the effective date of redemption (including any additional amount), without the need for prior formal notice:

- (a) failure to make payment on the due date of any amount in principal or interest due by the Issuer for any Note (including the payment of the increase stipulated by Article 7.2 “*Taxation*” above, unless this payment default is corrected within a period of fifteen (15) days from the due date of said payment;
- (b) the non-performance by the Issuer of any other provisions of the Terms and Conditions of the Notes, if this is not corrected within a period of twenty (20) days from the date of receipt by the Issuer of a written notification of said non-performance;
- (c) (i) non-redemption or non-payment by the Issuer, in whole or in part, of any sum due for any existing or future financial debt, on the scheduled or early date of redemption or payment and, if applicable, after expiry of any grace period expressly stipulated by the contractual provisions governing said financial debt, insofar as said financial debt represents an amount greater than Twenty Million Euros (€20,000,000) (or the equivalent amount in any other currency); or

- (ii) non-payment by the Issuer, in whole or in part, of one (or more) security interests granted for any financial debt contracted by a third party when said security interest or interests are payable and called, to the extent that the amount of said security interests represents an amount greater than Twenty Million Euros (€20,000,000) (or the equivalent amount in any other currency); or
- (d) if the Issuer is dissolved, ceases to be a public establishment, or ends all or a substantial portion of its activity, or sells, transfers, or otherwise disposes of, directly or indirectly, all or a substantial portion of its assets before full redemption of the Notes in each case, unless (A) all or a portion of its activity or assets are transferred to, and all or a portion of its commitments and liabilities (including the commitments arising from the Notes) are assumed by: (i) the French State or another public establishment, a public operator or a French local authority, or by (ii) a French legal entity that continues the activity of the Issuer, which is controlled by the French State or by one or more public establishments, public operators, or French local authorities, in which at least fifty-one (51) per cent of the share capital is directly or indirectly held by the French State and/or one or more public establishments, public operators, or local authorities, or by (iii) a French private company established in France which, pursuant to an explicit contractual provision, or under the applicable law, assumes the commitments and liabilities of the Issuer, or that (B) the commitments arising from the Notes benefit from an unconditional guarantee by the French State or by a public establishment, a public operator or a French local authority, and (C) in each case in which the commitments arising from the Notes are not assumed or guaranteed by the French State, a public establishment, or a French local authority, provided that the public operator or the company assuming or guaranteeing these commitments benefits (taking into account said transfer, if applicable) from a rating at least equivalent to the Issuer's rating before the event in question, issued by an internationally-known rating agency;

9. PRESCRIPTION

Actions initiated against the Issuer with regard to the Notes shall be time-barred after a period of four years from 1st January of the year following their respective due date (pursuant to Law No. 68-1250 of 31 December 1968).

10. REPRESENTATION OF NOTEHOLDERS

Noteholders shall be grouped automatically, for all Tranches of a single Series, for the defence of their common interests in a Masse. The Masse shall be governed by the provisions of the French Commercial Code, with the exception of L. 228-71 and R.228-69 of the French Commercial Code, as completed by this Article.

(a) Legal personality

The Masse will be a separate legal entity, acting 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 now or in the future under or with respect to the Notes.

(b) Representative

The names and addresses of the Noteholder Representative of the Masse and his alternate shall be set forth in the applicable Final Terms. The Representative appointed for the first Tranche

of a Series of Notes shall be the sole Representative of the Masse for all Tranches of such Series.

The Representative shall receive remuneration for the performance of his functions and duties, if so provided, on the date or dates indicated in the applicable Final Terms. No supplemental remuneration shall be due with respect to all successive Tranches of a Series of Notes.

In the event of the death, resignation or dismissal of the Representative, the alternate Representative shall replace him. In the event of the death, resignation or dismissal of the alternate Representative, he may be replaced by another alternate appointed by Collective Decision.

All interested parties may at any time obtain the names and addresses of the initial Representative and his alternate at the principal office of the Issuer and the specified office of any of the Paying Agents.

(c) Powers of the Representative

The Representative shall have the power (in the absence of any Collective Decision to the contrary), to take all management actions necessary for the defence of the common interests of the Noteholders.

All legal proceedings brought against or by the Noteholders must be brought by or against the Representative, as the case may be.

The Representative may not interfere in the management of the Issuer's business.

(d) Collective Decisions

Collective Decisions shall be adopted in a general meeting (the **General Meeting**) or by approval at the end of a written consultation (the **Written Decision**).

Pursuant to Article R.228-71 of the French Commercial Code, each Noteholder shall prove the right to participate in Collective Decisions by registration of his/her Notes, in his/her name, either in the registered securities accounts kept by the Issuer, or in the bearer securities accounts kept by an intermediary (if applicable) on the second (2nd) business day prior to the date of the Collective Decision at midnight, Paris time.

Collective Decisions must be published pursuant to the provisions of Article 13.

The Issuer must keep a register of the Collective Decisions, and must make it available, on request, to any subsequent Noteholder of the Notes in this Series.

(e) Noteholders' General Meeting

Noteholders' General Meetings may be held at any time, on convocation either by the Issuer or the Representative. One or more Noteholders, who together hold at least one-thirtieth (1/30th) of the nominal amount of the Notes outstanding may send a request to call a General Meeting to the Issuer and Representative. If a General Meeting has not been called within two (2) months after said request, the Noteholders may assign one Noteholder among them to file a request with the competent court in Paris to name an agent to call a General Meeting.

Notice of the date, hour, place and agenda of the General Meeting shall be published as provided in Article 13, at least fifteen (15) calendar days before the date of the Noteholders'

General Meeting on the first notice and no less than five (5) calendar days before the date of the General Meeting on the second notice.

Each Noteholder has the right to participate in the General Meeting in person, through an agent, by mail, via videoconference or any other method of communication that allows the identification of the participating Noteholders. Each Note carries one vote or, in the case of Notes issued with several Specified Denominations, one vote in respect of each multiple of the smallest Specified Denomination comprised in the principal amount of the Specified Denomination of such Note.

(f) Quorum and majority

General Meetings may validly deliberate on the first notice of meeting only if the Noteholders present or represented hold at least one fifth of the nominal amount of the Notes outstanding at that time. No quorum will be required on second notice. General Meetings shall validly rule with a majority of two-thirds of the votes cast by the Noteholders attending the Meetings, either in person or through a representative.

The resolutions adopted by General Meetings must be published pursuant to the provisions of Article 13.

(g) Written Decisions and Electronic Consent

At the initiative of the Issuer or the Representative, Collective Decisions may also be taken by Written Decision.

Such a Written Decision must be signed by, or on behalf of, all Noteholders who hold at least ninety (90) per cent of the nominal amount of the Notes outstanding, without having to meet the requirements for formalities and time periods stipulated in Article 10(e). Any Written Decision must have, in all points, the same effect as a resolution adopted at a General Meeting of Noteholders. A Written Decision may be materialised in a single document or in several documents, signed by or on behalf of one or more Noteholders, and must be published pursuant to Article 13.

Under Article L.228-46-1 of the French Commercial Code, the approval of a Written Decision may be given by electronic communication that allows identification of the Noteholders (**Electronic Consent**).

(h) Information for Noteholders

During the period of fifteen (15) calendar days preceding each General Meeting, each Noteholder or his or her agent shall have the right to consult or to make a copy of the resolutions that will be proposed and the reports that will be presented at the General Meeting; these documents will be made available to the Noteholders in question at the Issuer's address, from the designated offices of the Paying Agents, or at any other location specified in the notice of meeting for the General Meeting.

(i) Expenses

The Issuer shall pay, upon presentation of the appropriate supporting documents, all expenses incurred in connection with the conduct of the affairs of the Masse, including all expenses relating to notices and Collective Decisions and, more generally, all administrative expenses adopted by the Collective Decisions; it is, however, expressly stipulated that no expenses may be charged against the interest payable on the Notes.

(j) Single Masse

Noteholders of the same Series (including those holding any other Tranche ranked in accordance with Article 12), shall be grouped in a single Masse for the defence of their common interests. The Representative appointed for the first Tranche of a Series of Notes shall be the Representative of the single Masse of the Series.

(k) Single Noteholder

As long as the Notes are held by a single Noteholder, and in the absence of a designated Representative, the Noteholder in question will exercise all of the powers devolved to the Masse by the provisions of the French Commercial Code, as supplemented by this Article. The Issuer must keep (or cause to be kept by an authorized agent) a register of all decisions adopted by the Single Noteholder and must make it available, on request, to any future Noteholder of this Series. A Representative must be appointed as soon as the Notes of a Series are held by more than one Noteholder (unless a Representative has already been appointed in the Final Terms of the Notes issue in question).

In order to avoid any ambiguity in this Condition 10, the expression “outstanding” will not include Notes bought back by the Issuer pursuant to Article 5.7 that are held and not cancelled.

11. AMENDMENTS

The parties to the Fiscal Agency Agreement may, without the consent of the Noteholders, amend or waive provisions therein in order to correct any ambiguity or rectify, correct or complete any defective provision of the Fiscal Agency Agreement, or in any other manner that the parties to the Fiscal Agency Agreement may consider necessary or desirable but only to the extent that, in the reasonable opinion of the parties, there is no prejudice caused to the interests of the Noteholders.

12. FUNGIBLE ISSUES

The Issuer shall have the option, without the consent of the Noteholders, to create and issue additional notes that will be consolidated with the Notes already issued to form a single Series, provided that said Notes and additional notes confer on their holders rights that are identical in all respects (or identical in all respects other than the Issue Date, issue price and the first interest payment) and that the terms and conditions of such Notes provide for such consolidation. References to "Notes" in these Terms and Conditions shall be interpreted accordingly.

13. NOTICES

13.1 Notices sent by the Issuer to the holders of Notes in registered form shall be valid either (a) if they are posted to their respective addresses, in which case they shall be deemed to have been delivered on the fourth Business Day after posting or (b) at the option of the Issuer, if they are published on the website of any relevant regulatory authority, in one of the leading economic and financial daily newspapers with general circulation in Europe (which is, in principle, the *Financial Times*). So long as the Notes are admitted to trading on any regulated market and the applicable rules of such market so require, notices shall not be deemed to be valid unless published in an economic and financial daily newspaper with general circulation in the city(ies) in which the Notes are admitted to trading, which in the case of Euronext Paris is expected to be *Les Echos* and in any other manner required, as the case may be, under the applicable rules of such market.

13.2 Notices sent to Noteholders of Notes in bearer form shall be valid if published in a leading economic and financial daily newspaper with general circulation in Europe (which shall in principle be the *Financial Times*) and, as long as said Notes are listed for trading on a market, and the rules applicable

on this regulated market so require, notices must also be published in an economic and financial daily newspaper with general circulation in the cities in which the Notes are listed for trading which, in the case of Euronext Paris, will in principle be *Les Echos*, and in any other manner required, if any, under the applicable rules of said market.

- 13.3 If any such publication is not practicable, the notice shall be validly given if published in a leading economic and financial newspaper with general circulation in Europe, provided however that, so long as the Notes are admitted to trading on any regulated market, notices must be published in any other manner required, as the case may be, under the applicable rules of such regulated market. Noteholders shall be deemed to have had notice of the contents of any notice on the date of publication, or if the notice was published more than once or on different dates, on the date of the first publication as described above.
- 13.4 Notices that must be sent to Noteholders (whether the Notes are in registered or bearer form) in accordance with these Terms and Conditions may be delivered to Euroclear France, Euroclear, Clearstream or any other clearing system through which the Notes are then cleared, instead of the posting or publication stipulated in Articles 13.1, 13.2 and 13.3 above; it is understood, however, that so long as the Notes are admitted to trading on any regulated market and the applicable rules of said market so require, notices must also be published in an economic and financial daily newspaper with general circulation in the city or cities in which said Notes are admitted to trading, which in the case of Euronext Paris shall in principle be *Les Echos* and in any other manner required, if applicable, under the applicable rules of said market.
- 13.5 Notices concerning Collective Decisions pursuant to Article 10 and Articles R.228-79 and R.236-11 of the French Commercial Code, must be delivered to Euroclear France, Euroclear, Clearstream and to any other clearing system in which the Notes are then cleared. In order to avoid any ambiguity, Articles 13.1, 13.2, 13.3 and 13.4 are not applicable to these notices.

14. GOVERNING LAW, LANGUAGE AND JURISDICTION

14.1 Governing law

The Notes are governed by French law and must be interpreted accordingly.

14.2 Language

This Base Prospectus has been drafted in the French language. A free translation in English may be available; however, only the French version approved by the AMF, is authentic.

14.3 Jurisdiction

Any disputes relating to the Notes shall be submitted to the competent courts within the jurisdiction of the Paris Court of Appeals (subject to mandatory rules regarding the territorial jurisdiction of French courts). No private law enforcement measures may be taken and no seizure or attachment proceedings may be brought against the assets or property of the Issuer as a public law legal entity.

DESCRIPTION OF THE ISSUER

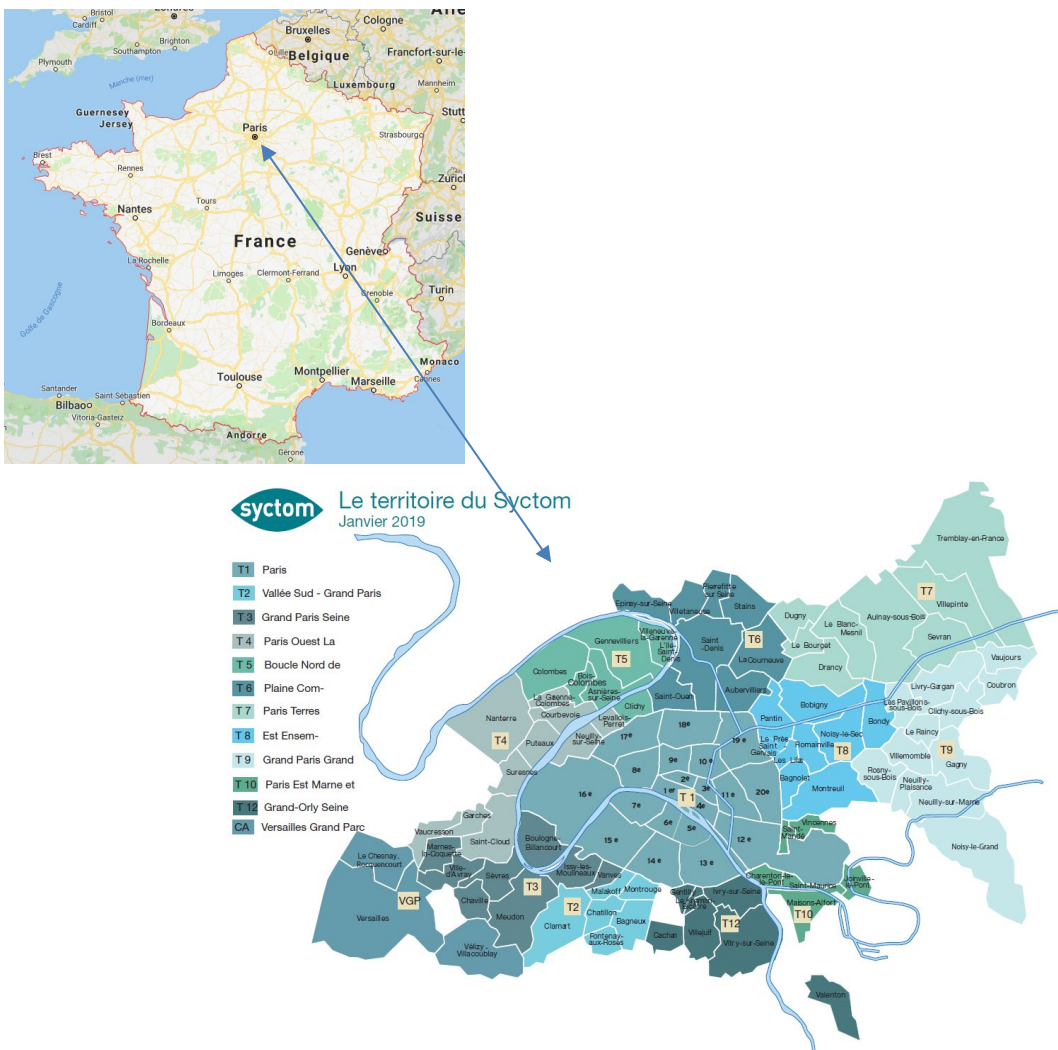
1. General Information about Syctom

1.1. Overview

Syctom is an administrative public entity and, more specifically, a joint association. The issuer's head office is located at 35, boulevard de Sébastopol, 75001 Paris. The Issuer's telephone number is 01 40 13 17 15. The Issuer is registered in the SIRENE directory under the identifying number 257 500 074, its LEI is 969500DXABUESL2F1Z26 and its website is <https://www.syctom-paris.fr/> (it is specified that the information provided on this website is not part of the Prospectus, unless such information is incorporated by reference in the Prospectus).

The territory of Syctom had 5.7 million inhabitants at the end of 2018, representing nearly 10% of the French population.

Diagram 1: Syctom's territory comprises the city of Paris and the peripheral communes



The following communes are served by SYCTOM:

Asnières, Aubervilliers, Aulnay sous Bois, Bagneux, Bagnollet, Blanc Mesnil, Bobigny, Bois Colombes, Bondy, Boulogne, Cachan, Charenton, Châtillon, Chaville, Clamart, Clichy la Garenne, Clichy sous Bois, Colombes, Coubron, Courbevoie, Drancy, Dugny, Epinay Sur Seine, Fontenay aux Roses, Gagny, Garches, Gennevilliers, Gentilly, Ile Saint Denis, Issy les Moulinaux, Ivry sur Seine, Joinville, La Courneuve, La Garenne Colombe, Le Bourget, Le Chesnay, Le Kremlin Bicêtre, Le Pré Saint Gervais, Le Raincy, Les Lilas, Levallois Perret, Livry, Gargan, Maisons Alfort, Malakoff, Marnes la Coquette, Meudon, Montreuil, Montrouge, Nanterre, Neuilly Plaisance, Neuilly sur Marne, Neuilly sur Seine, Noisy le Grand, Noisy Le Sec, Pantin, Paris, Pavillons sous Bois, Pierrefitte, Puteaux, Romainville, Rosny sous Bois, Saint Cloud, Saint Denis, Saint Mandé, Saint Maurice, Saint Ouen, Sevran, Sèvres, Stains, Suresnes, Tremblay, Valenton, Vanves, Vaucresson, Vaujours, Vélizy, Villacoublay, Versailles, Ville d'Avray, Villejuif, Villemomble, Villeneuve la Garenne, Villepinte, Villetaneuse, Vincennes, Vitry sur Seine.

The groups corresponding to these communes that are members of Sycotom in lieu and instead of these communes are:

The commune of PARIS (Territorial Public Entity 1), Territorial Public Entity 2 VALLEE SUD GRAND PARIS, Territorial Public Entity 3 GRAND PARIS SEINE OUEST, Territorial Public Entity 4 PARIS OUEST LA DEFENSE, Territorial Public Entity 5 BOUCLE NORD DE SEINE, Territorial Public Entity 6 PLAINE COMMUNE, Territorial Public Entity 7 TERRES D'ENVOL, Territorial Public Entity 8 EST ENSEMBLE, Territorial Public Entity 9 GRAND PARIS GRAND EST, Territorial Public Entity 10 PARIS EST MARNE ET BOIS, Territorial Public Entity 12 GRAND ORLY SEINE BIEVRE and the Metropolitan Community VERSAILLES GRAND PARC.

1.2. Legal form and organisation of the Issuer

1.2.1. Legal form of the Issuer

Syctom is the central joint association for treatment of the household waste for the Paris metropolitan area. This administrative public entity is similar, under the law of territorial authorities, to an intercommunality, i.e. an administrative structure administrative intended to allow several communes (and/or groups of communes) to join together to share expertise, such as the treatment of household waste.

The intercommunality allows communes to manage jointly equipment or public services and/or to develop economic, development and urban planning projects at the scale of a territory larger than a single commune. For this purpose, the communes (and/or groups of communes) transfer expertise to the intercommunality in question.

1.2.2. Syctom's expertise and its areas of operation

The purpose of the Issuer is the treatment and recycling of the 2.3 million tons of household waste generated annually by all the member communities.

Syctom was founded by an inter-prefecture order of 16 May 1984 with the idea of creating a large central intercommunal association of the City of Paris and the communes already participating in the pre-existing service of elimination of household waste and integrating the communes within the perimeter and those closest to the Paris equipment.

Waste treatment:

The first mission of Sycotom is to treat the 2.3 million tonnes collected by each of its members. The nature of the waste treated covers household waste, packaging and paper, food waste and bulk objects. Household waste means household garbage, bulk waste, other waste products that could be treated without special requirements and commercial or artisanal waste. This expertise consists of treatment but also the disposal of end waste to landfill as well as the related transport, sorting or storage operations.

To successfully perform this service, Sycotom has the following equipment:

- 3 incinerators: located in Ivry, Saint-Ouen and Issy-les-Moulineaux.
- 6 selective collection sorting centres: located in Issy-les-Moulineaux, Romainville, Nanterre, Paris 15, Paris 17 and Sevran. These sorting centres enable Sycotom to perform all the selective collection of household packaging and papers in the territory. Waste at the centres is sorted and separated by types of materials for recycling. To anticipate the increase in tonnages encouraged by the Law on energy transition for green growth, and to adapt its facilities to the new, expanded sorting rules, Sycotom is increasing its operating capabilities and modernising the sorting processes (particularly in Paris XV and Nanterre). In 2020, all its centres will be adapted to the extension of the sorting rules to all plastic and metal packaging. Sycotom's sorting capacity had already been increased in the commission of the new centre in Paris XVII in 2019.
- 1 transfer centre for residual household waste in Romainville.
- 5 waste recycling centres in Romainville, Saint-Ouen, Gennevilliers, Meudon and Nanterre.
- 26 mobile recycling centres made available to individuals residing in the communes of Hauts-de-Seine that are members of Sycotom.

Waste recycling:

Sycotom also recycles this waste once it has been treated. This covers any operation primarily intended to ensure that the waste products serve for useful purposes as substitutes for other substances, materials or products that would have been used for a particular purpose, or so that the waste products are prepared to be used for this purpose, including by the waste producer. This expertise comprises:

- Energy recovery: the heat produced by the combustion of the waste is partially transformed into steam and electricity, which allows Sycotom to operate its plants and sell the surplus. Thus, Sycotom supplies 43% of the urban heating network of Compagnie Parisienne de Chauffage Urbain (CPCU), which is the equivalent of 300,000 housing units.
- Material recycling: recycling of paper, cardboard, plastics, ferrous and non-ferrous metals, clinker and wood.
- Organic recovery: promotion of home composting and neighbourhood composting. Receipt of bio-waste in the facilities and construction of methanisation units with the Syndicat interdépartemental pour l'assainissement de l'agglomération parisienne (Interdepartmental Association for Sanitation in the Paris metropolitan area) (SIAAP) and the Syndicat intercommunal pour le gaz et l'électricité en Île-de-France (Intercommunal gas and power association in Ile-de-France) (SIGEIF).

Awareness and prevention actions

Alongside its primary mission of waste treatment, Sycotom has developed a policy to raise public awareness on the prevention and reduction of waste production, particularly with schools, but also in planning and even in the establishment of technical organisations for selective collection of household waste in the territory of Ile-de-France. Locally, the definition of actions has taken the form of services rendered directly on behalf of the communes, such as, for example, the operation of networks of recycling centres, the development of voluntary drop-off points for packaging and hazardous household waste, even the establishment of expanded responsibility streams from producers for electrical and electronic equipment waste, tires, batteries, waste from care with an infectious risk from self-treating patients or, more recently, furnishing waste products.

A large number of partnership agreements have also been signed with players in the re-employment sector and the social and solidarity economy to promote sustainable consumption and fight all forms of waste. More recently, several public and private social operators of the inventory of housing in the Ile-de-France consulted with the two associations to develop recovery processes for the waste recovered throughout collective properties of the large urban complexes.

Moreover, in 2019, the State and the Ile-de-France region launched an experimental operational plan to coordinate the prevention, collection and treatment of household garbage. This mission was awarded to Sycotom. The goal is to improve the actions implemented to reduce household waste and improve sorting actions. To formalise this plan, Sycotom launched a “Great Challenge” in the summer of 2019, which consisted of 35 actions. The goal is to achieve “zero non-recycled waste” by 2025. To achieve this goal, it is adapting its centres to expand the sorting rules in order to accept any type of plastic, it supports the member communities by providing financial assistance and by supplying technical and operational support so that they can adapt their collection processes. It is also making turnkey information tools available to the communities and mobilising several teams of eco-trainers.

Study management in the household waste segment:

Another purpose of Sycotom is the study, execution and operation of any structure that is of interest to the treatment and recycling of household waste. It can also implement any action and study intended to develop and recognise knowledge and expertise in waste treatment and recovery.

International solidarity:

An international solidarity programme was launched in 2015 to make Sycotom’s commitment to outside actions a reality. In the context of the “1% waste” programme instituted by the extension of the Oudin-Santini Act of 7 July 2014, the objective is to contribute to the improvement of waste management in the developing countries. The international solidarity programme is part of an approach for the sharing of knowledge and expertise. Sycotom thus intends to help control the growing production of waste products to protect public health and the environment. Every year, Sycotom organises a call for international solidarity projects to support local initiatives.

The goals of the program are:

- Improved living conditions for the populations in the developing countries;
- Education in citizenship;
- Reduction in waste placed in landfills.

To respond to these needs as closely as possible, Sycotom has defined three types of assistance:

- Mobilisation of human and financial resources;
- Subsidies for association and/or communities;
- Emergency aid in the event of a natural disaster.

Syctom's revenues:

The Issuer's revenues consist of:

- The mandatory contribution from the participating members as detailed below;
- Subsidies from public legal entities;
- Collection from loans;
- Proceeds from the service activities (energy receipts) performed by the Issuer.

The mandatory contribution from the participating members is set every year by the Association Committee at the time the budget is approved. This contribution must ensure a balance budget for the Issuer. It consists of:

- For 15% of the total contribution, an amount proportional to the population of the communes for which the members belong to Syctom. The population count used is the INSEE population in effect on 1st January of every year.
As an exception to the preceding, a corrective amount will be applied to the City of Paris, where the population counted is 20% greater than the INSEE population.
- For 85% of the total contribution, an amount proportional to the tonnage contributed by each participating member.

Syctom's expenses:

The Issuer's expenses comprise:

- Operating expenses that represent the difference between the operating costs and revenues of the facilities;
- Amortisation of the equipment available to the Issuer and the related financial costs;
- Investment expenditures intended for the acquisition or construction of moveable or real property;
- The Issuer's operating expenses;
- Personnel expenses.

Aid can be paid to groups of communes that are members of Syctom or, as applicable, to one or more of their member communes by a decision of the Association Committee on the basis of the following criteria:

- Distance to the treatment facilities;
- Presence of a Syctom treatment facility in the territory of a commune;
- Performances achieved, particularly for selective collection, packaging and bio-waste.

1.2.3. General description of the political and governance system of the Issuer

1.2.3.1. The Syctom system of governance

- **Association Committee:**

The Issuer is administered by an Association Committee composed of delegates of the participating members. Each delegate has one vote. The Committee is composed of 90 members. There are two types of delegates:

- Legal delegates: the legal delegates are the mayors of the communes in which the large household waste treatment centres of Sycotm are located. They may be represented.
- Designated delegates:
 - With regard to the representation of the territories: the number of designated delegates is determined on the basis of the total population of the participating member. Each participating member is represented by one appointed delegate for each population segment of 100,000 inhabitants. As an exception to the preceding, a corrective is applied to the City of Paris, where the population used is 20% greater than the INSEE population in effect.
 - With regard to the proportionality of the weighting of the territories as a function of their population: when it is found, as a percentage of votes, that the spread between the total population counted above and the actual population recorded is greater than 1, the participating member benefits from an additional number of delegates equal to the spread found, round up to the next higher whole number.

The Association Committee decides on requests for membership or withdrawals, on the financial statements for the previous year, and the budget. It approves the Issuer's internal regulations.

As at 15 October 2019, the delegates to the Association Committee were the following:

First Name and Surname	Address
Mr Laurent ABRAHAMS	Place Jean-Jaurès, 93105 MONTREUIL CEDEX
Mr Jean-Noël AQUA	1 place d'Italie, 75634 PARIS CEDEX 13
Mr El Madani ARDJOUNE	18, boulevard de l'Hôtel de Ville, 93290 TREMBLAY-EN-FRANCE
Mr Pierre AURIACOMBE	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Mr Pierre-Christophe BAGUET	26 avenue André Morizet 92104 BOULOGNE-BILLANCOURT CEDEX
Mr Jean-François BAILLON	28, avenue du Général-Leclerc 93270 SEVRAN
Mr Hervé BEGUE	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Mr Jean-Didier BERTHAULT	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Mr Samuel BESNARD	Square de la Libération 94260 CACHAN
Mr Benoit BLOT	3 place de la Mairie 92350 LE PLESSIS-ROBINSON
Mr Philippe BOUYSSOU	Esplanade Georges Marrane 94205 IVRY-SUR-SEINE CEDEX
Mr Jean-Pierre BOYER	20, Rue Claude Pernès 93110 ROSNY-SOUS-BOIS
Mr Philippe BRILLAUT	9, rue Pottier 78155 LE CHESNAY CEDEX
Mr Bernard CACACE	121 avenue de la Résistance 93340 LE RAINCY
Mr Jean-Luc CADEDDU	118 avenue du Général de Gaulle 94700 MAISONS-ALFORT
Mr Jorge CARVALHO	2 place Pierre Yves Cosnier 94807 VILLEJUIF CEDEX
Mr Eric CESARI	Place de l'Hôtel de Ville 92401 COURBEVOIE CEDEX
Mr Jacques CHAMPION	Place de la Laïcité 93231 ROMAINVILLE CEDEX
Mr Pierre CHEVALIER	13 rue de Saint-Cloud 92410 VILLE D'AVRAY
Mr Jérôme COUMET	1 place d'Italie 75634 PARIS CEDEX 13
Mr François DAGNAUD	5 place Armand Carrel 75935 PARIS CEDEX 09
Mr Anthony DAGUET	7, rue Achille Domart 93300 AUBERVILLIERS

Mr William DELANNOY	7 place de la République 93406 SAINT-OUEN CEDEX
Mr Philippe DUCLOUX	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Mr Fouad El KOURADI	Boulevard de l'Hôtel de Ville 93600 AULNAUY-SOUS-BOIS
Mr Jean-Christophe FROMANTIN	96 avenue Achille Peretti 92200 NEUILLY-SUR-SEINE
Mr Jacques GAUTIER	2, rue Claude Liard 92380 GARCHES
Mr Christophe GIRARD	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Mr Jean-Jacques GRESSIER	Hôtel de Ville 94344 JOINVILLE-LE-PONT
Mr Alain GUETROT	55, rue du Marechal Leclerc 94410 SAINT-MAURICE
Mr Eric HELARD	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Mr Michel HOEN	58 avenue Gabriel-Péri 93120 COURNEUVE
Mr Norredine IZNASNI	88 rue du 8 mai 1945 92000 NANTERRE
Mr Khaled KHALDI	1 place de l'hôtel de ville 93430 VILLETANEUSE
Mr Christian LAGRANGE	96, rue de Paris 93261 LES LILAS CEDEX
Mr Dominique LEBRUN	13 place Charles de Gaulle 92210 SAINT-CLOUD
Mr Jean-François LEGARET	4 place du Louvre 75042 PARIS CEDEX 01
M Pierre-Etienne MAGE	13 bis, rue d'Avron 93250 VILLEMOMBLE
Mr Herve MARSEILLE	Palais du Luxembourg 75291 PARIS CEDEX 06
Mr Pierre-Yves MARTIN	3 place Francois Mitterrand 93891 LIVRY GARGAN CEDEX
Mr Olivier MERIOT	Centre administratif Waldeck L'Huiller 92237 GENNEVILLIERS CEDEX
Mr Jean-Louis MISSIKA	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Mr Pascal PELAIN	Hôtel de Ville 92390 VILLENEUVE-LA-GARENNE
Mr Patrice PINARD	Hôtel de Ville 92110 CLICHY
Mr Patrick RATTER	48, rue du Colonel Fabien 94460 VALENTON

Mr Pascal REISSER	1, Place Jean Jaurès 94270 KREMLIN-BICETRE
Mr Philippe RIBATTO	75 rue Boucicaut 92260 FONTENAY-AUX-ROSES
Mr Bamadi SANOKHO	14 place Henri Barbusse 94250 GENTILLY
Mr André SANTINI	62, rue du Général Leclerc 92130 ISSY-LES-MOULINEAUX
Mr Jean-Pierre SCHOSTECK	1 place de la Libération 92320 CHATILLON
Mr Paul SIMONDON	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Mr Patrick TREMEGE	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Mr Daniel VAILLANT	1 place Jules Joffrin 75877 PARIS CEDEX 18
Mr Alexandre VESPERINI	78, rue Bonaparte 75006 PARIS
Mr Luc WATTELLE	126, rue du Maréchal Joffre 78380 BOUGIVAL
Mr Stéphane WEISSELBERG	Place de la Laïcité 93231 ROMAINVILLE CEDEX
Mr Romain ZAVALLONE	Esplanade Georges Marrane 94205 IVRY-SUR-SEINE CEDEX
Ms Marie-Do AESCHLIMANN	1 Place de l'hôtel de Ville 92600 ASNIERES-SUR-SEINE
Ms Catherine BARATTI-ELBAZ	130 avenue Daumesnil 75012 PARIS
Ms Christiane BARODY-WEISS	3 place de la Mairie 92430 MARNES LA COQUETTE
Ms Florence BERTHOUT	21 Place du Panthéon 75231 PARIS CEDEX 05
Ms Hélène BIDARD	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Ms Pascale BLADIER-CHASSAIGNE	31 rue Peclet 75015 PARIS
Ms Gypsie BLOCH	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Ms Julie BOILLOT	71 avenue Henri Martin 75116 PARIS
Ms Claudine BOUYGUES	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Ms Galla BRIDIER	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Ms Frédérique CALANDRA	6 place Gambetta 75020 PARIS

Ms Florence CROCHETON	Hôtel de Ville 94165 SAINT-MANDE
Ms Virginie DASPET	6 place Gambetta 75020 PARIS
Ms Stéphanie DAUMIN	88 avenue du Général de Gaulle 94669 CHEVILLY-LARUE
Ms Claire DE CLERMONT TONNERRE	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Ms Sophie DESCHIENS	Place de la République 92300 LEVALLOIS-PERRET
Ms Maud GATEL	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Ms Nicole GOUETA	Hôtel de Ville 92700 COLOMBES
Ms Antoinette GUHL	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Ms Marie-Laure HAREL	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Ms Marie-Rose HARENGER	Hôtel de Ville 93130 NOISY-LE-SEC
Ms Delphine HELLE	2 place Victor Hugo 93205 SAINT-DENIS CEDEX
Ms Halima JEMNI	5 place Armand Carrel 75935 PARIS CEDEX 09
Ms Karina KELLNER	6 avenue Paul-Vaillant-Couturier 93240 STAINS
Ms Véronique LEVIEUX	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Ms Marie-Hélène MAGNE	48, rue de Paris 94220 CHARENTON-LE-PONT CEDEX
Ms Anne-Constance ONGHENA	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Ms Magali ORDAS	4 avenue de Paris 78011 VERSAILLES CEDEX
Ms Anne SOUYRIS	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
Ms Corinne VALLS	Place de la Laïcité 93231 ROMAINVILLE CEDEX
Ms Bernadette VANDENABELLE	Place de l'Hôtel de Ville 93700 DRANCY
Ms Laurent LAFON	53 bis rue de Fontenay 94304 VINCENNES
Ms Jacqueline BELHOMME	1 place du 11 novembre 92240MALAKOFF

- **Executive Committee:**

The Executive Committee is composed of the President, 15 Vice-Presidents and 20 other delegates. Thus, it has 36 members. Each delegate has one vote. The Association Committee, in resolution No. C3165 of 30 March 2017, decided to delegate some of its powers to the Executive Committee. The powers delegated to the Executive Committee included the following:

- It approves and decides to sign all contracts and framework agreements for supplies and services in an amount greater than the European threshold set by decree (currently €221,000 before tax) as well as any amendment that has an impact greater than 5% and for an amount greater than €100,000 before tax.
- It approves and decides to enter into all agreements that have a financial impact and all instruments amending such agreements.
- It approves and decides to sign all instruments for the acquisition, assignment and exchange of equipment and real property.
- It approves the subsidy projects attached to the waste prevention programme and the international solidarity programme.
- Subject to the powers reserved for the President, it settles issues concerning personnel.

As at 15 October 2019, the members of the Executive Committee were the following:

Office	First Name and Surname	Address
President	Jacques GAUTIER	2, rue Claude Liard, 92380 Garches
Vice-Presidents	Paul SIMONDON	9, place de l'Hôtel de Ville, 75004 Paris
	Karina KELLNER	6 avenue Paul-Vaillant-Couturier 93240 Stains
	André SANTINI	62, rue du Général Leclerc 92130 Issy-Les-Moulineaux
	Jean-Pierre SCHOSTECK	1 place de la Libération 92320 Chatillon
	Christiane BARODY-WEISS	3 place de la Mairie 92430 Marnes La Coquette
	Jérôme COUMET	1 place d'Italie, 75634 Paris
	Philippe BOUYSSOU	Esplanade Georges Marrane, 94205 Ivry-sur-Seine
	Corinne VALLS	Place de la Laïcité, 93231 Romainville
	William DELANNOY	7 place de la République, 93406 Saint-Ouen
	Jean-François LEGARET	4 place du Louvre, 75042 Paris
	Anne SOUYRIS	9, place de l'Hôtel de Ville, 75004 Paris
	Philippe BRILLAULT	9, rue Pottier, 78155 Le Chesnay
	Jean-Pierre BOYER	20, Rue Claude Pernès, 93110 Rosny-sous-Bois

	Fouad EL KOURADI	Boulevard de l'Hôtel de Ville, 93600 Aulnay-sous-Bois
	Jean-Luc CADEDDU	118 avenue du Général de Gaulle, 94700 Maison Alfort
Delegates	Catherine BARATTI	130 avenue Daumesnil 75012 PARIS
	Hervé BEGUE	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
	Jean-Didier BERTHAULT	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
	Florence BERTHOUT	21 Place du Panthéon 75231PARIS CEDEX 05
	Samuel BESNARD	Square de la Libération 94260 CACHAN
	Bernard CACACE	121 avenue de la Résistance 93340 LE RAINCY
	Jorge CARVALHO	2 place Pierre Yves Cosnier 94807 VILLEJUIF CEDEX
	Eric CESARI	Place de l'Hôtel de Ville 92401 COURBEVOIE CEDEX
	Florence CROCHETON	Hôtel de Ville 94165 SAINT-MANDE
	François DAGNAUD	5 place Armand Carrel 75935 PARIS CEDEX 09
	Anthony DAGUET	7, rue Achille Domart 93300 AUBERVILLIERS
	Claire DE CLERMONT- TONNERRE	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
	Philippe DUCLOUX	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
	Nicole GOUETA	Hôtel de Ville 92700 COLOMBES
	Marie-Rose HARENGER	Hôtel de Ville 93130 NOISY-LE-SEC
	Eric HELARD	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04
	Christian LAGRANGE	96, rue de Paris 93261 LES LILAS CEDEX
	Hervé MARSEILLE	Palais du Luxembourg 75291 PARIS CEDEX 06
	Olivier MERIOT	Centre administratif Waldeck L'Huiller 92237 GENNEVILLIERS CEDEX
	Patrick TREMEGE	9 Place de l'Hôtel de Ville 75004 PARIS CEDEX 04

- **The President:**

By resolution No. C3244 of 20 October 2017, the Association Committee decided to delegate some of its powers to the President, excluding debt and cash management. By resolution No. C3427 of 20 December 2018, the Association Committee updates its delegation of powers to the President for debt and cash management.

The powers delegated to the President were the following:

- The President take any decision concerning the preparation, award, enforcement and payment of contracts and framework agreements for an amount less than the European threshold defined by decree (currently €221,000 before tax) and any decision concerning amendments thereto.
- He signs agreements without any financial impact as well as all amending instruments without impact on the initial financial clauses relating to contracts and framework agreements, whatever the amounts, as well as agreements.
- He signs contracts and agreements relating to the functioning and operation of the Sycotom facilities.
- He manages all financial transactions related to borrowing contracts and the rescheduling of said borrowings.

- **Bid Tender Committee (Commission d'Appel d'Offres) (CAO)**

In the context of its missions and activities, Sycotom implements competitive bidding procedures: public purchasing procedures compliant with the code for public contracts (amended procedure contracts or formalised contracts) and procedures related to the marketing of products resulting from the treatment of waste. The Issuer works to guarantee freedom of access to its public orders, equal treatment of candidates, and the transparency of its procedures.

The SYCTOM Bid Tender Committee acts, within the framework of certain procedures, to take the decision to award a contract or render an opinion, particularly in the case of the signing of an amendment to a contract resulting from a formalised procedure.

The members of this Committee are:

- Members with a deliberative voice:
 - Authority authorised to sign the contract or his representative, the president.
 - Five members of the deliberating assembly elected from the assembly with the largest remainder proportional representation.
 - Under the same conditions, alternates are elected in a number equal to the number of appointed members.

- Members with an advisory capacity:

- When they are invited by the Chairman of the Committee, the accountant for the local authority and a representative of the Minister charged with competition may attend the meetings of the committee. Their observations are recorded in the minutes.
- Persons or one or more agents designated by the Chairman of the committee.

In compliance with the principle of transparency, the committee must prepare minutes of its meetings.

The Bid Tender Committee acts in the following areas:

TABLE LISTING THE OPERATIONS OF THE BID TENDER COMMITTEE AND ITS PREROGATIVES

Situations	Intervention of the Bid Tender Committee
<p>The following formalised procedures are applicable when the amount of the contract is ≥ €209,000 before tax for supplies, services or work:¹</p> <ul style="list-style-type: none"> ➤ Bid tender procedure, ➤ Competitive procedure with negotiation, ➤ Competitive consulting procedure. 	<p>Decision to award the contract or the framework agreement ²</p>
Subsequent contracts from a framework agreement reached in a formalised procedure, above €209,000 before tax.	<p>Decision to award the contract</p>
Subsequent contracts from a framework agreement reached in a formalised procedure, below €209,000 before tax.	<p>Information to the Bid Tender Committee (in list form with a brief description)</p>
Declarations of a failed procedure and declarations not followed by a formalised procedure	<p>Information to the Bid Tender Committee</p>
Proposed amendment to a public contract being performed submitted to the bid tender committee resulting in an increase in the total amount <u>greater than 5%</u>	<p>Opinion of the Bid Tender Committee</p>
Proposed amendment to a public contract being performed submitted to the bid tender committee resulting in an increase in the total amount <u>less than 5%</u>	<p>Information to the Bid Tender Committee</p>
Rejection of inappropriate, irregular or abnormally low bids	<p>Opinion of the Bid Tender Committee</p>

¹ SYCTOM sets an internal threshold for the placement of work contracts under a competitive bidding process starting at €209,000 before tax with an award by the Bid Tender Committee.

² However, in an absolute emergency, the public contract may be awarded with a prior meeting of the bid tender committee.

1.2.3.2. Advisory bodies

Syctom has standing theme sub-committees that meet before the deliberative meetings of the Executive Committee and the Committee.

They are charged with studying and issuing an opinion on the business within their areas of expertise that must be presented to the Executive Committee or to the Committee. The sub-committees are advisory in nature and can make proposals, but have no decision-making power.

There are three sub-committees:

- The solidarity and international cooperation sub-committee;
- The sorting efficiency sub-committee; and
- The territory mobilisation sub-committee.

An agenda is transmitted with the notice of meeting. The sub-committees meet without quorum requirements. The work of each sub-committee is published in reports distributed to all members.

1.3. Accounting and management principles of the Issuer

The principles for preparation of local budgets are subject to control by the prefect in coordination with the Regional Chamber of Accounts.

The budgetary acts and financial statements of the Issuer are not independently audited within the meaning of Directive 2014/56/EU and Regulation (EU) 537/2014.

The budget and accounting instructions that apply to public entities differ depending on the entity in question. They have all been reformed in order to be closer to the general accounting plan thanks to the application of several of its major principles. This is, in fact, double-entry accrual accounting (correspondence between resources and uses) by an accountant from the Treasury. The accounting instruction applicable to the Issuer is M.14.

Public entities have at their disposal their own assets and budget. To exercise its powers, each local authority enjoys legally recognised financial autonomy. This financial autonomy is exercised by the adoption every year of the primary budget, which projects revenue and authorises expenditures. The transaction recorded for the year are then retraced in the administrative accounts approved by the public entity. The Issuer's budgets are approved by the Association Committee. The budget is a document that projects expenditures and evaluates revenues. During the year, supplemental budget ("**BS**") and amending decisions ("**DM**") may be necessary to ensure carry forward of the result from the previous year and to adjust expenditures and revenue as they are made during the year.

2. Financial information

The historical and other information defined in this Base Prospectus represents the historical experience and current procedures of the Issuer. No assurance can be given that the future data for the Issuer will be similar to the data presented in this Base Prospectus.

2.1. Summary of the 2017 administrative account (compte administratif) (AA)

2.1.1. Results for financial year 2017

Financial year 2017 presents the following balances:

Total expenses for financial year 2017 amounted to €517.9 million, including €368.4 million for operations and €149.5 million for investment. Operating expenditures consist of €309.1 million in actual expenditures and €59.3 million in order expenditures. Investment expenditures consist of €117.7 million in actual transactions, €22.6 million for reversal of the prior deficit for N-1 and €9.2 million in order transactions.

Total revenue amounted to €557.2 million, including €420.7 million in operating revenue and €136.5 million in investment revenue. Operating revenue consists of €362.9 million in actual revenue, €56.1 million for reversal of the surplus from N-1 and €1.7 million from order revenue. Investment revenue can be analysed as €4.8 million in actual revenue, €66.7 million in order revenue, and €65 million for capitalised investment surplus.

The result for the year is, therefore, a surplus of €39.3 million, broken down into an investment deficit of €13 million and an operating surplus of €52.3 million.

The available operating surplus was reintegrated at the time of the 2018 supplemental budget as a function of the appropriation of results approved by the deliberative meeting, i.e. €43.7 million in investment to cover the investment deficit and €8.6 million in operating result carried forward to operations.

2.1.2. The general balance of for financial year 2017

- **Operating:**

For operating revenue, the contributions of the local authorities represent 56% of the operating revenue. This is the main Sycotom operating resource. Royalties totalled 63% of operating revenue, excluding extraordinary effects (assumption of the 2016 results from the two former household waste treatment associations of Hauts-de-Seine (Syelom) and Seine-Saint-Denis (SITOM93) and reversal of provisions).

For expenditures, direct waste treatment expenses represent 63% of the expenditures.

- **Investment:**

With respect to investment revenue, cash flow (composed of the allocation of the operating result for N-1 and allocations to amortisation and depreciation) represents 91% of investment revenue. Equipment expenses represent 63% of total investment expenditures. Repayment of loans (15%) represents the second expense item.

2.1.3. Operating

2.1.3.1. Operating expenditures

The €368.4 million in operating expenditures can be analysed as follows:

- **Operating expenses: €212.1 million:**
 - Waste treatment and related service contracts: €208.3 million in 2017. They represent the expenditures related to treatment via incineration, burial, heavy maintenance and repair expenses, and sorting and bio-waste expenses.
 - Other direct operating expenses: €2.2 million in 2017. This item represents rents and taxes due for the operation of the plants.
 - The balances of the royalty (for actual tonnages) for the previous year: €1.6 million. Tonnages for the year are known in the first half of the following year. Reimbursements were therefore paid to the local authorities in 2017 to adjust the balances of 2016 royalties.
- **Payment to members for the subsidies related to selective sorting: €6.9 million.**
- **Common operating expenditures: €17.6 million in 2017.** This item includes operating expenses and the costs of Sycotom's administrative offices as well as the charges inherent in the progress of Sycotom projects and the operation of the treatment centres.
- **Personnel expenses: €9.1 million in 2017.** All personnel expenses represent 2.4% of the operating expenditures. Sycotom had a workforce of 124 agents in permanent positions as at 31 December 2017.
- **Other current management costs: €9.9 million in 2017.** This item includes the assistance to local communities for hosting and distance from a centre, the international solidarity programme and the actions to develop composting and waste prevention.
- **Financial costs: €17 million in 2017.** These are financial costs related to borrowings contracted up to 2008 by Sycotom.
- **Other expenses: €95.8 million in 2017.** Other expenses consist of allocations to amortisation and depreciation and accounting entries.

2.1.3.2. Operating revenue

Actual operating revenue amounted to €362.9 million in 2017 and can be analysed as follows:

In € million	2017 revenue
Member royalties	234
Subsidies to eco-organisations	39
Energy and material sales	67
Other revenue	22.9
Total actual operating revenue	362.9

Operating revenue consists of:

- Contributions from local authorities
- Operating subsidies paid by eco-organisations.
- Marketing of products (energy and materials).
- Other revenue

2.1.4. Investment

2.1.4.1. Investment expenditures

Investment expenditures totalled €149.5 million in 2017. Investment expenditures were up €40.5 million under the effect of the very active implementation of the equipment programme as detailed below.

In € million	2017 revenue
Equipment costs	95.4
Loan repayments	22.3
Financing need N-1	22.6
Accounting operations	9.2
Total investment expenditures	149.5

- **Equipment expenditures: €95.4 million:**

Equipment expenditures were up €28.1 million in 2017 and break down as follows:

In € million	2017 revenue
UVE Ivry Paris 13 (IP 13)	31.5
Renovation of the Saint-Ouen site	24.2
Ongoing improvement and extension of sorting instructions	35.3
Romainville construction project	3
SIAAP-SYCTOM co-methanisation	0.4
Subsidies paid	0.2
Other projects	0.8
Total equipment expenditures	95.4

UVE means energy recovery unit.

- **Repayment of debt capital: €22.3 million.** This is only the annual repayment of debt capital for €22.3 million.
- **Financing need N-1: €22.6 million.** This is the financing requirement for investment expenditures of the previous year. It is covered by the allocation of a portion of the 2016 operating surplus.
- **Accounting operations: €9.2 million.** They comprise €6.8 million in transfers of studies to the relevant work accounts following the launch of the work at the Paris XVII site and €1.7 million of the share of investment subsidies transferred to the result. The contra item is recorded in operating revenue. Therefore, the operation is neutral from a budgetary standpoint. There was also €0.6 million in asset transactions that are identical in investment revenue.

2.1.4.2. Investment revenue

Revenue amounted to €136.5 million in 2017. The self-financing portion, represented by the sum of increases in amortisations (43%) and the appropriation of a portion of the N-1 operating revenue (48%) is 91%.

In € million	2017 revenue
Increases in amortisation and depreciation	59.3
Appropriation of the N-1 operating revenue to investment	65
Cash flow sub-total	124.3
VATFC	4.1
Subsidies received	0.3
Accounting and other operations	7.8
Total investment revenue	136.5

VATFC means the value added tax (VAT) compensation fund

- **Amortisation, depreciation and allocation of the N-1 operating revenue: €124.3 million.** The increase in equipment depreciation represents €59.3 million in 2017. This is the counterpart of the increase in amortisation as seen in the operating section above. The allocation of operating income from year N-1 is €65 million.
- **VATFC: €4.1 million in 2017.** This fund concerns the expenditures made in N-2, i.e. in 2015.
- **Subsidies received: €0.3 million.** Investment subsidies received represent: €0.2 million in financing from the Citeo company for modernisation of the sorting processes at the Romainville site and a payment of €0.1 million, also from Citeo, for the requalification of the bulk item sorting line of the “Isséane” waste treatment centre.
- **Accounting and other operations: €7.8 million in 2017 (€1 million in 2016).** These operations correspond to €6.8 million for integration of study costs in the work account following the launch of work at the Paris XVII site, €0.4 million in repayments from SIAAP in the context of the co-methanisation projects, and €0.6 million in various accounting operations (reimbursements of advances on work contracts, inventory entries).

2.2. Summary of the 2018 administrative account

2.2.1. Results for financial year 2018

Financial year 2018 presents the following balances:

Total expenses for financial year 2018 amounted to €624.3 million, including €388.4 million for operations and €235.9 million for investment. Operating expenditures consist of €328.2 million in actual expenditures and €60.2 million in order expenditures. Investment expenditures consist of €195.2 million in actual transactions, €13.0 million for reversal of the prior deficit for N-1 and €27.7 million in order transactions.

Total revenue amounted to €662.3 million, including €475.3 million in operating revenue and €187 million in investment revenue. Operating revenue represents €381.2 million in actual revenue, €8.6 million for reversal of the surplus from N-1 and €85.5 million in order revenue. Investment revenue can be analysed as €70.1 million in actual revenue, €73.2 million in order revenue, and €43.7 million in capitalised investment surplus.

The result for the year is, therefore, a surplus of €38 million, broken down into an investment deficit of €48.9 million and an operating surplus of €86.9 million.

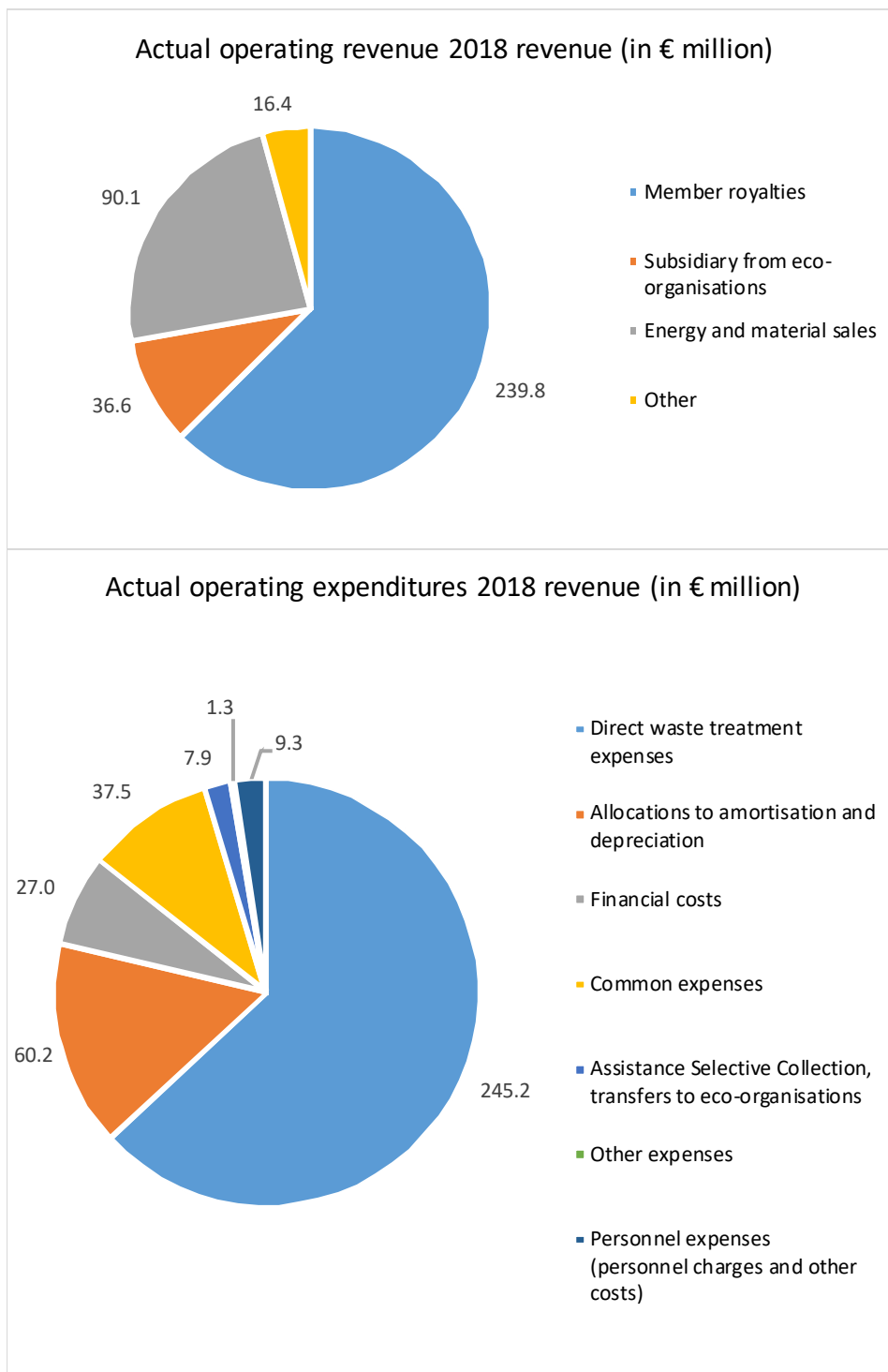
The available operating surplus was reintegrated at the time of the 2019 supplemental budget as a function of the appropriation of results approved by the deliberative meeting, i.e. €48.9 million in investment to cover the investment deficit and €38 million in operating result carried forward to operations.

2.2.2. The general balance for financial year 2018

- **Operating:**

For operating revenue, the contributions of the local authorities represent 63% of the operating revenue. This is the main Sycotom operating resource.

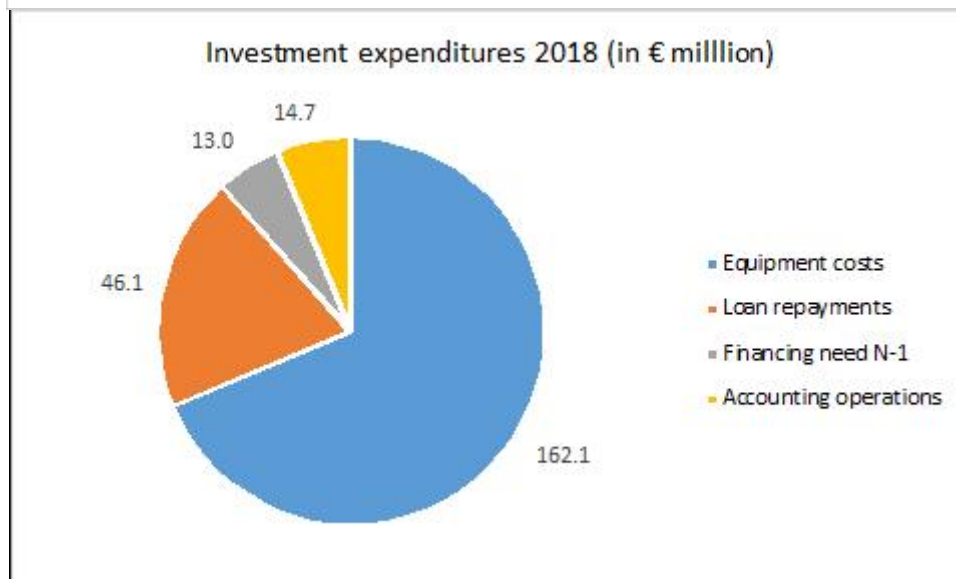
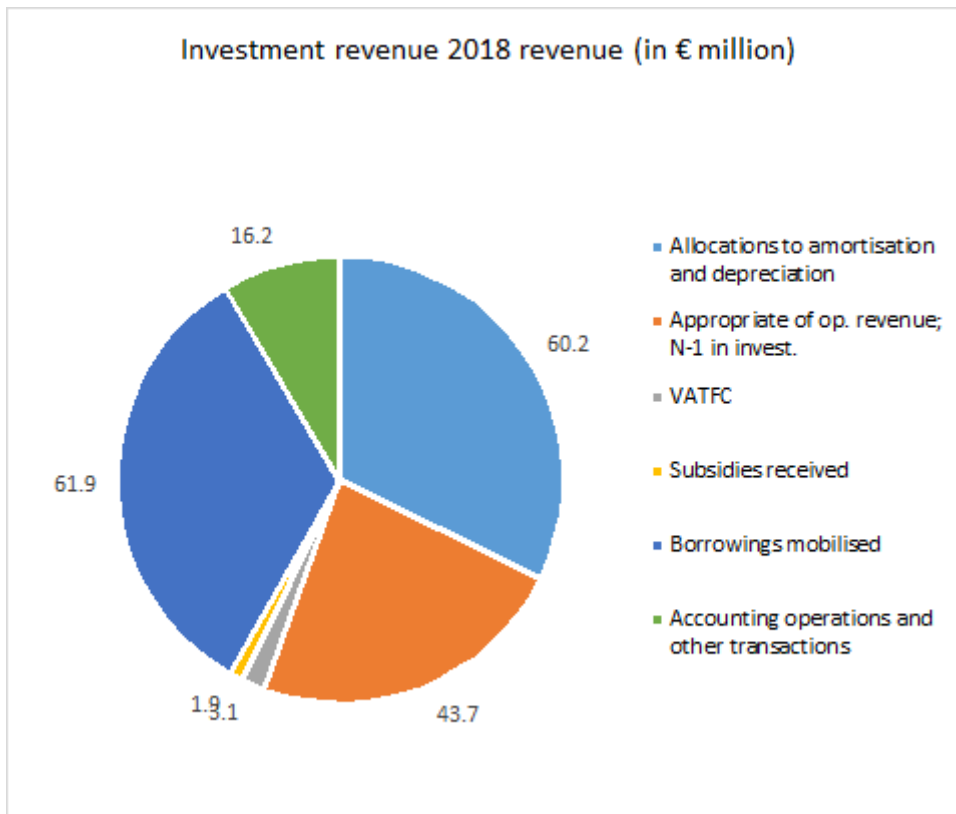
For operating expenditures, direct waste treatment expenses represent 63% of the expenditures.



- **Investment:**

With respect to investment revenue, cash flow (composed of the allocation of the operating result for N-1 and allocations to amortisation and depreciation) represents 55% of investment revenue. Repayment of loans (33%) represents the second expense item.

Equipment expenses represent 69% of total investment expenditures. Repayment of loans (20%) represents the second expense item.



2.2.3. Operating

2.2.3.1. Operating expenditures

The €388.4 million in operating expenditures can be analysed as follows:

- **Operating expenses: €248.8 million:**
 - Waste treatment and related service contracts: €245.2 million in 2018. They represent the expenditures related to treatment via incineration, burial, heavy maintenance and repair expenses, and sorting and bio-waste expenses.
 - Other direct operating expenses: €2.2 million in 2018. This item represents rents and taxes due for the operation of the plants.
 - The balances of the royalty (for actual tonnages) for the previous year: €1.4 million. Tonnages for the year are known in the first half of the following year. Reimbursements were therefore paid to the local authorities in 2018 to adjust the balances of 2017 royalties.
- **Payment to members for the subsidies related to selective sorting: €7.9 million.**
- **Common operating expenditures: €22.6 million in 2018.** This item includes operating expenses and the costs of Sycotom's administrative offices as well as the charges inherent in the progress of Sycotom projects and the operation of the treatment centres.
- **Personnel expenses: €9.3 million in 2018.** All personnel expenses represent 2.3% of the operating expenditures. Sycotom had a workforce of 125 agents in permanent positions as at 31 December 2018.
- **Other current management costs: €11.4 million in 2018.** This item includes the assistance to local communities for hosting and distance from a centre, the international solidarity programme and the actions to develop composting and waste prevention.
- **Financial costs: €27 million in 2018 but €16.4 million excluding early repayment.** This item represents financial charges excluding the prepayment of the DEXIA loan.
- **Other expenses: €61.4 million in 2018.** Other expenses consist of allocations to amortisation and depreciation and other accounting entries.

2.2.3.2. Operating revenue

Actual operating revenue amounted to €381 million in 2018 and can be analysed as follows:

In € million	2018 revenue
Member royalties	240
Subsidies to eco-organisations	37
Energy and material sales	93
Other revenue	12
Total actual operating revenue	381

Operating revenue consists of:

- Contributions from local authorities;
- Operating subsidies paid by eco-organisations;
- Marketing of products (energy and materials); and
- Other revenue.

2.2.4. Investment

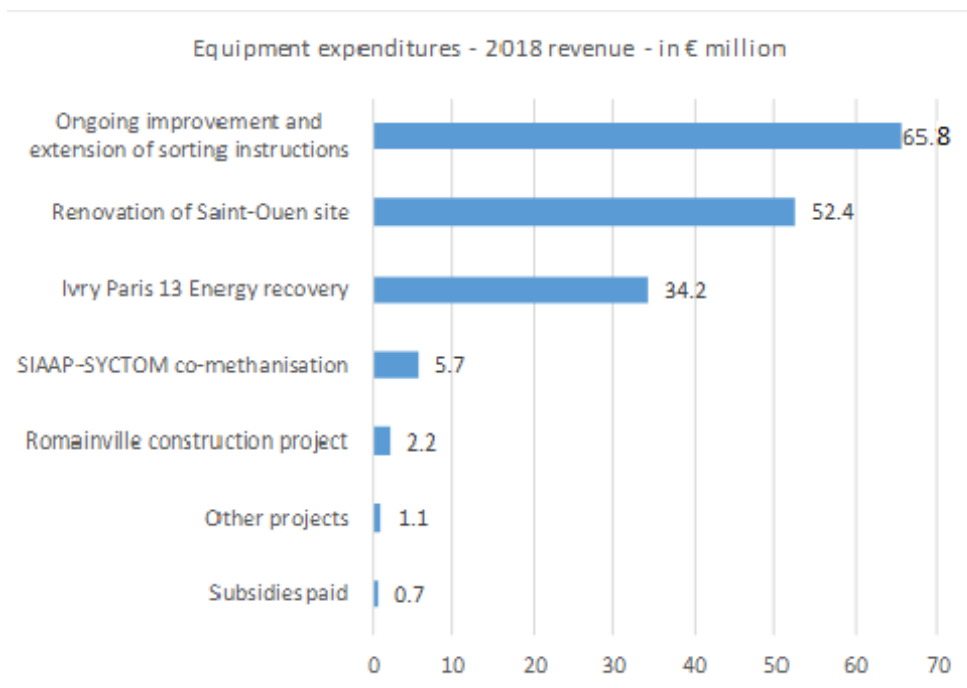
2.2.4.1. Investment expenditures

Investment expenditures totalled €235.9 million in 2018. Investment expenditures rose by €86.4 million under the effect of the continuation of the equipment programme and the prepayment of a structured loan as detailed below.

<i>In € millions</i>	2018 revenue
Equipment costs	162.1
Loan repayments	46.1
Financing need N-1	13
Accounting operations	14.7
Total investment expenditures	235.9

- **Equipment expenditures: €162.1 million:**

Equipment expenditures break down as follows:



In € million	2018 revenue
UVE Ivry Paris 13	34.2
Renovation of the Saint-Ouen site	52.4
Continued improvement and extension of sorting instructions	65.8
Romainville construction project	2.2
SIAAP-SYCTOM co-methanisation	5.7
Subsidies paid	0.7
Other projects	1.1
Total equipment expenditures	162.1

- **Repayment of debt capital: €21.6 million (and €46.1 million with prepayments).**

This is the annual repayment of debt capital (€21.6 million) and the prepayment of a structure loan (€24.5 million). Syctom has initiated a policy to normalise its debt inventory. Market conditions allowed early repayment of the principal DEXIA structured loan at risk (based on a spread between the foreign exchange rate between the Yen and the Dollar) in 2018. Syctom's cash also allowed this transaction, avoiding a refinancing.

- **Financing need N-1: €13 million**

This is the financing requirement for investment expenditures of the previous year. It is covered by the allocation of a portion of the 2017 operating surplus.

- **Accounting operations: €14.7 million**

They comprise €13 million in transfers of studies to the relevant work accounts following the launch of the work at the Saint-Ouen site and €1.7 million of the share of investment subsidies transferred to revenue. The counterpart item is recorded in operating revenue. Therefore, the operation is neutral from a budgetary standpoint.

2.2.4.2. Investment revenue

Revenue amounted to €187 million in 2018. The self-financing portion, represented by the sum of increases in amortisations (32%) and the appropriation of a portion of the N-1 operating revenue (23%) is 55% and the loan represents 33%.

In € million	2018 revenue
Increases in amortisation and depreciation	60.2
Appropriation of N-1 operating revenue to investment	43.7
<i>Cash flow sub-total</i>	<i>103.8</i>
VATFC	3.1
Subsidies received	1.9
Loans received	61.9
Accounting and other operations	16.2
Total investment revenue	187.0

- **Amortisation, depreciation and allocation of the N-1 operating revenue: €103.8 million**

The increase in equipment depreciation represents €60.2 million in 2018. This is the counterpart of the increase in amortisation as seen in the operating section above. The allocation of operating income from year N-1 is €43.7 million.

- **VATFC: €3.1 million**

This fund concerns the expenditures made in N-2, i.e. in 2016.

- **Subsidies received: €1.9 million**

Investment subsidies received were: €1.5 million in financing from the Agence de l'Eau for the renovation of the Saint-Ouen site and €0.4 million in financing from Citeo and the Agence de l'environnement et de la maîtrise de l'énergie (Environmental and Energy Control Agency) (Ademe) for the requalification of the Isséane sorting line and a balance for ongoing improvement of the Romainville site.

- **Loans received: €61.9 million**

Syctom is again beginning to mobilise borrowings as described below to cover its financing needs.

- **Accounting and other operations: €16.2 million**

These operations correspond to €13 million for integration of study costs in the work account following the launch of work at the Saint-Ouen site, €2.9 million in repayments to SIAPP in the context of the co-methanisation project, and €0.3 million in various accounting operations.

2.3. Summary of the 2020 primary budget (PB)

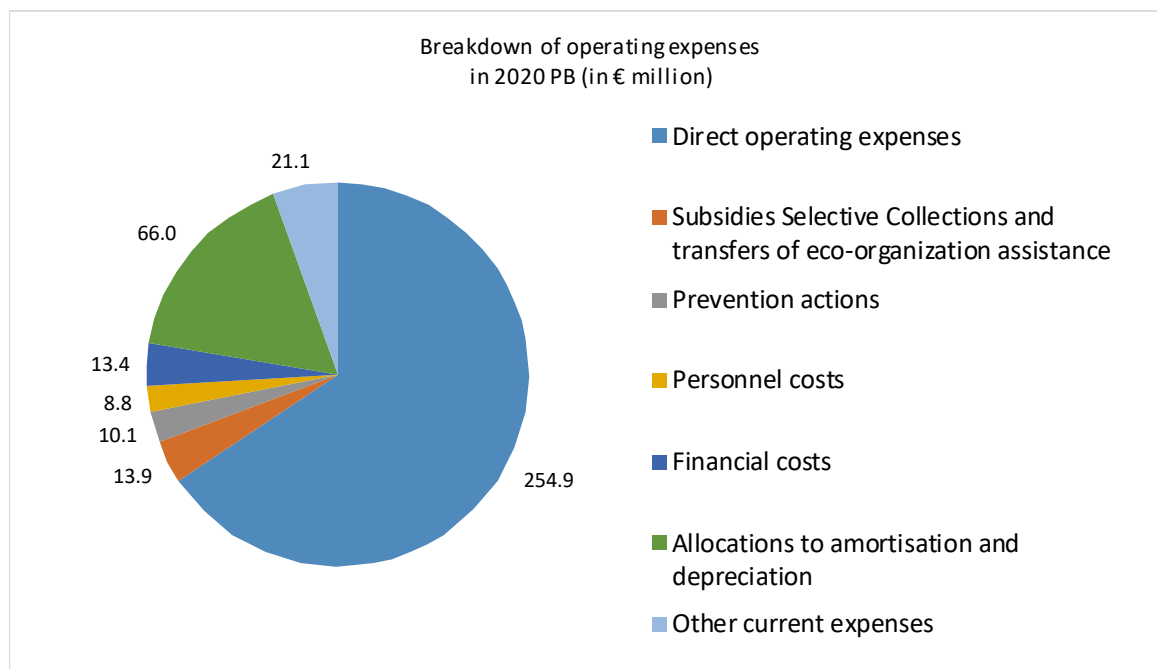
The capacity to pay off debt rose from 11.3 years to 15.2 years between the 2019 PB and the 2020 PB under the effect of the continued use of debt in 2020 to finance the investment plan.

In € million	2019 PB	2020 PB
Actual operating revenue	373.5	377.3
Actual operating expenses	319.9	322.2
Gross savings	53.5	55.1
Debt inventory at 31/12/N	603.6	838.7
Capacity to pay off debt	11.3	15.2

2.3.1. Operating

2.3.1.1. Operating expenditures

The operating section of the 2020 PB is characterised by the still dominant portion of direct operating expenses, which represent €254.9 million of the total, i.e. 66% of the expenses and the portion allocations to amortisation which are calculated at €66 million, which is 17% of expenses, which allows self-financing of a portion of the equipment expenditures.



- **Direct operating expenses: €254.9 million**

Direct operating expenses represent expenditures for waste treatment, heavy maintenance and repairs and operating rents, and various taxes to be paid.

Direct operating expenses (in € million)	2019 PB	2020 PB	Changes
Household waste treatment at incineration centres and agreements with Associations	97.4	100.9	3.5
Romainville (HW transfer) and backup centres	8.5	10.2	1.7
Selective collections (sorting and characterisation)	41.5	45.6	4.1
Bio-waste	4.2	5.2	1.0
Bulk articles (sorting), transfers of activities, recycling centres	34.2	32.6	-1.6
Landfill	19.5	22.3	2.8
Treatment of clinker	14.3	13.8	-0.6
Heavy maintenance and repairs	25.0	21.4	-3.6
Reimbursement of CET to operators	2.5	0.7	-1.8
Sub-total operating contracts	247.2	252.7	5.6
Operating rents (autonomous port, etc.)	0.9	0.9	0.0
VNF taxes	1.2	1.2	0.0
Total operating contracts	249.3	254.9	5.6

HW refers to household waste.

TEC refers to territorial economic contribution.

FW refers to French waterways.

Details of the expense items are as follows:

- Expenditures related to incineration broken down by centre: €100.9 million

Incineration expenses (in € million)	2019 PB	2020 PB	Changes
Saint-Ouen	29.5	28.5	- 1.0
Ivry/Paris 13	32.1	32.2	0.1
Isséane	20.8	23.3	2.5
Private UIOM and agreements with other associations	15.0	17.0	2.0
Total treatment by incineration	97.4	100.9	3.5

- Saint-Ouen site: the decrease is primarily the result of the decrease in tonnages impacting the variable portion (created in the context of amendment 29) and the general tax on polluting activities (TGAP).
- Ivry site: the very slight increase reflects the increase in the revision coefficients and the increase in tonnages (resulting in an increase in the variable portions) and the increase in the TGAP.
- Isséane site: the increase reflects the change in the revision coefficient and the implementation of the new market, which internalises a number of charges, such as low water royalty and the CET, which are now removed from the direct charges of Sycotm.
- Private UIOMs and agreements with other associations: expenses are changing in line with the change in the revision and the expected change in incinerated tonnages on these markets. The participations paid under the agreements are changing in line with the change in tonnage.

- Operating and transfer contracts at Romainville and back-up centres: €10.2 million

- Selective collection operating contracts: €45.6 million

- Bio-waste treatment contracts: €5.2 million

These are various expenditures: equipment purchase (dumpster or pre-collection bag), studies, collection and treatment services (experimentation on subsequent markets), treatment services for member contributions and characterisation and control services. They are still highly variable because this activity is in a rapid growth phase (+ 25% tonnage).

Syctom is expected to treat 5,180 tonnes (t) of bio-waste supplied by the City of Paris. The other eleven territories are now concerned by the subsequent markets of collection and treatment initiated in the context of the experimentation, for an expected tonnage of 7,020 tonnes.

- Operating contracts for sorting centres for bulk articles and recycling centres: €32.6 million

The increase in the costs to treat bulk items under the impact of the increase in tonnages from the change in the revision coefficients is attenuated by the drop in material recovery and, therefore, in the sorting performance, the transfer to residual household garbage (OMr) treatment expenses of a growing portion of the sorting refuse bulk items.(OE).

- Landfill contracts: €22.3 million

This item includes several types of burial:

- the treatment cost of the hazardous waste storage facilities (ISDD), i.e. the residue from purification of the incineration smoke from household garbage (REFIOMS) (ash, muds, etc.);
- the cost of placing non-hazardous waste in the storage facility (ISDND). For Syctom, this is the ultimate treatment and the last resort after recycling the waste;
- the treatment cost of the inert waste storage facilities (ISDI).

- Treatment of clinker: €13.8 million

- Heavy Maintenance and Replacement expenditures: €21.4 million

The expenditures break down as follows:

In € million	UIOM/SORT	BP 2019	BP 2020	Changes
ISSEANE	TRI	0.2	0.4	0.2
ISSEANE	UIOM	4.3	1.0	- 3.3
IVRY	TRI	-	-	-
IVRY	UIOM	7.0	9.8	2.8
ROMAINVILLE	UIOM	0.3	0.2	- 0.1
NANTERRE	TRI	0.1	-	- 0.1
SEVRAN	TRI	0.1	0.1	0.1
PARIS 15	TRI	0.0	0.0	0.0
PARIS 17	TRI	-	-	-
ST-OUEN	UIOM2	13.0	9.8	- 3.2
TOTAL GER		25.0	21.4	- 3.6

- The repayment to the CET and the flat tax on network companies (IFER) for Syctom's treatment plants: €0.7 million

In several operating markets for the Syctom centres, the CET is not integrated in the market treatment costs, but is reimbursed as a function of the real tax of the operator of the treatment plant for the year in question.

- Rents paid to Ports de Paris and the duties and taxes due to VNF: €1.2 million

These are rent payments (particularly to Ports de Paris and Réseau Ferré de France) and taxes due for the operation of the plans (Ivry/Paris 13, Isséane, Saint-Ouen, Romainville, Nanterre, and Paris 15) taxes to VNF for water discharges.

- **Repayments of eco-organisation subsidies and selective collection assistance: €13.9 million**
- **Continuation of preventive actions in the context of the “Great Challenge”: €11.1 million**

Within the framework of the coordination mandate assigned to it by the State and the Conseil Régional d’Ile-de-France (Regional Plan to Prevent and Manage Waste) during the summer of 2019, Sycotm took the initiative to launch a “Great Challenge” to all waste operators, marketers to citizens-consumers, including elected officials and the association world. This project is intended to erase the production of household waste and the stagnation in sorting. This Great Challenge proposes very concrete actions in the very short, short, medium and long term, which were approved by the elected officials of Sycotm on 27 June 2019. It is organised around the following actions:

- Action 1: Educate, inform and train locally
- Action 2: Act in a collaborative and coordinated way over Sycotm’s territory
- Action 3: Communicate
- Action 4: Innovate, mobilise and support the territories
- Action 5: Develop partnerships
- Action 6: Modify the legislative and regulatory framework
- Action 7: Implement, monitor and evaluate

- **Payroll: €8.8 million**

- **Change in payroll:**

Payroll continues to represent only 2% of the operating budget. Pursuant to the recommendations of the regional accounts office (Chambre régionale des comptes) (CRC), the management of human resources is the subject of controlled direction. The 2020 budget entry is adapted to the actual figures from recent years with a change of +1.2% over the 2019 projected actual numbers (€8.7 million). The proposal is therefore in line with the budget policy debate (débat d'orientation budgétaire) for 2020 (DOB 2020) (calculated at €8.8 million).

2017 revenue	2018 revenue	Provisional 2019 revenue	2020 PB
€8.57 million	€8.71 million	€8.73 million	€8.84 million
	1.6%	0.3%	1.2%

- **Number of positions:**

At 31 December 2019, the number of positions filled was expected to be 128 in comparison with a projection of 131. The specific structure of Sycotm jobs should be noted: 59% Category A agents, 19% Category B, and 22% Category C.

- **Compensation and Benefits scheme:**

Sycotm established the compensation and benefits scheme based on duties, requirements, expertise and professional commitment (régime indemnitaire tenant compte des fonctions, des sujétions, de l’expertise

et de l'engagement professionnel) (RIFSEEP) at the end of 2018 for the administrative sector. Following the publication of the texts, this process was extended to chief engineers in 2019. A study will be conducted in 2020 once all texts on the technical sector are published.

- **Financial costs: €13.5 million**

Financial costs are contained because of a projected continuation of low rates in 2020. For information, 5 loans were mobilised in 2019:

- €75 million for a “green loan” from the Postal Bank (La Banque Postale) at a fixed rate of 0.44% over 20 years;
- €58 million with the European Investment Bank at a fixed rate of 0.52% over 20 years. This is a draw on a total package of €230 million contracted in 2019;
- €50 million with the Caisse d'Épargne at a fixed rate of 0.45% over 20 years;
- €50 million with Société Générale at a fixed rate of 0.49% over 20 years; and
- €10 million with La Postal Bank at a variable Euribor 3-month rate + 0.43% over 25 years.

In addition, in 2019, Sycotom signed a €200 million financing agreement with Caisse des Dépôts et Consignations.

For 2020, the annuity on the debt projected is €43.4 million (€29.9 million in principal and €13.5 million in interest) versus €37.9 million (€23.1 million in principal and €14.8 million in interest) in the 2019 Primary Budget.

Outstanding debt should be €603.6 million at end-2019. If the balance borrowing recorded in the 2020 PB (in the amount of €264.9 million) were mobilised in its entirety, the outstanding debt would rise to €838.7 million at end-2020 (€603.6 million + €265 million - €29.9 million on repayment of principal). Thus, as presented at the 2020 budget policy debate, the year 2020 would correspond to the peak debt of Sycotom over the period.

The conditions obtained during negotiations of loans in 2020 and the actual level of equipment expenditures will lead to an adjustment of the budget entries during an upcoming budget step in 2020.

- **Allocations to amortisation and depreciation: €66 million**

Allocations to amortisation and depreciation amounted to €66 million, an increase of €7.9 million over 2019 actual data (€58.1 million). This increase reflects the start of amortisation on equipment delivered in 2019 for the Paris 17 sorting centre (which generates €2.7 million in amortisation per year as from 2020) and the Paris 15 centre (which generates €1 million in amortisation as from 2020). The remaining €4.2 million in the 2020 allocation concerns the amortisation of the work related to the ongoing improvement of the centres and the subsidies paid. This provisional allocation recorded in the 2020 PB will be adjusted on the basis of the definitive actuals for 2019.

- **Other current expenses: €20 million**

This item includes operating expenses and the costs of Sycptom’s administrative offices as well as the charges inherent in the progress of Sycptom projects and the operation of the centres.

Current expenses (in € million)	2019 PB	2020 PB	Changes
Land taxes and office taxes	7.9	8.3	0.4
Rents and charges	3.0	3.6	0.6
Cleaning and custodial costs	0.6	0.6	0.0
Service contracts	1.5	1.4	-0.1
Studies	1.1	1.0	-0.1
Various fees	1.1	0.9	-0.2
Printing, public relations	0.3	0.3	0.0
International cooperation	1.0	0.8	-0.3
Indemnities for elected officials	0.3	0.3	0.0
Balances of the HW/Bulk 2019 royalty	1.8	1.1	-0.7
Other current expenses	2.4	1.9	-0.5
Total current expenses	21.0	20.0	-1.0

Details of the different items are as follows:

- Property taxes on developed properties (Taxes Foncières sur les Propriétés Bâties) (€8.3 million) rise €0.4 million following the delivery of the Paris 17 centre in 2019.
- Rents and charges (€3.6 million) comprise those for the Sycptom head office at 35 boulevard de Sébastopol as well as those for other sites (Nanterre, Port autonome de Paris, Saint-Ouen, Ivry, Paris 15, etc.).
- Cleaning and custodial costs (€0.6 million) represent those of 35 boulevard de Sébastopol (€0.1 million) and the other sites. They are generally stable.
- The service agreements (€1.4 million) integrate the various annual regulatory raises (€0.6 million) and new IT services (€0.7 million) related to the needs identified for technical assistance, securing of infrastructures and improvement in the weighing process and other services (€0.1 million).
- Studies (€1 million) represents the expenses for the continuation of the research and development contract for the production of bioplastics.
- Other fees (€0.9 million) primarily consists of legal contracting authority assistance in the context of the Ivry/Paris 13 reconstruction project, the new Romainville project, and the Caisse des dépôts et consignations (CDC)-Sycptom order group for investments related to the energy transition, such as the SIAAP-SYCTOM co-methanisation project.
- Cooperation and international solidarity (€0.8 million): this reduction in the package devoted to the projects supported in the context of the “1% waste” action (€-250,000) from the 2019 PB) is related to the fact that 2020 will be a year of transition, with inclusion of the results of the external assessment of the project that will be conducted from late 2019 to the spring of 2020.
- Indemnities for elected officials (€0.3 million): These are the indemnities paid for 2020 to the President and Vice Presidents. This amount is the same as the previous year.
- Balances of the household/bulk waste for the previous year (€1.1 million): The household/bulk waste tonnages OM/OE evolve differently from one community to another. Thus, it is necessary to plan a reimbursement on the final tonnages of the preceding year known in the following year. The amount is based on the actual figure for the previous year.

2.3.1.2. Operating revenue

Operating revenue amounts to €388.2 million in the 2020 PB and can be analysed as follows:

Operating revenue (in € million)	2019 PB	2020 PB	Changes
Royalties of local authorities	243.9	244.6	0.7
Sales of products	90.2	93.4	3.2
Sub-total operating revenue	334.1	338.0	4.0
Subsidies and interests of eco-organisations	38.4	37.9	- 0.4
Other revenue (Isséane rental,...)	1.0	1.3	0.3
Extraordinary revenue	0.3	10.0	-
Order revenue (reversal of transferable subsidies)	0.9	0.9	-
Comprehensive total of operating revenue	374.6	388.2	13.6

Operating revenue consists of:

- **Contributions from local authorities; €244.7 million**

The rates instituted in 2016 are maintained until 2020. For information the rates are as follows:

- Household garbage and bulk articles: €94.00/tonne.
- Population share: €5.60/inhabitant.
- Rates of the CS royalty:
 - * €0/tonne for additional quality tonnes (rate of refusal less than 17%) above the 2015 tonnage.
 - * €5/tonne for tonnes invoiced up to the 2015 definitive tonnage for communities whose annual performance ratio is greater than 35 kg/inhabitant (instead of €97.46/t in 2015).
 - * €15/tonne for tonnes invoiced up to the 2015 definitive tonnage for communities whose annual performance ratio is between 25 and 35 kg/inhabitant (instead of €97.46/t in 2015).
 - * €30/tonne for tonnes invoiced up to the 2015 definitive tonnage for communities whose annual performance ratio is less than 25 kg/inhabitant (instead of €97.46/t in 2015).

- **Marketing of products (energy and materials). €93.4 million**

This revenue represents:

- Energy recovery: €69.7 million.
- Material recycling: €21.6 million.
- Re invoicing to the Syndicat intercommunal pour le traitement des résidus urbains (SITRU): €2.1 million.

- **Operating subsidies paid by the eco-organisations: €37.9 million**

This revenue represents:

- Citeo packaging support related to Sorting: €23.7 million
- Support in energy recovery: €8.2 million
- Eco-equipment support: €3.2 million
- Citeo support, Papers, Revues, Magazines (JRM) /GM (Store bulk) (ex-eco-folio): €2.8 million

- **Other revenue: €1.3 million**

This reflects various expected subsidies (€0.1 million), the reimbursement of composters (€0.4 million) by the communities concerned, reimbursement of personnel expenses (€0.1 million), and rental revenue from the Isséane offices (€0.7 million).

- **Extraordinary revenue: €10 million**

They total €10 million. This entry corresponds to the accounting clearance of the attached commitments not followed invoicing the following year. A prudential margin must be taken each year on treatment expenditures because, at the time of closing, the tonnage from the final quarter is not known, as the final balance sheet can only be established during the summer of the following year. This is why, pursuant to budget and accounting instruction M14 and in order to provide a fair picture, the clearance of the charges was established as from the year 2018. The amount proposed in the 2020 budget corresponds to the actual figures recorded in these last two years (€6.7 million in 2018, and €10.4 million in actual forecasted figures for 2019).

- **Order operating revenue: €0.9 million**

The amount recorded in 2019 (€0.9 million) corresponds to the continuation of the reversal of equipment subsidies transferable to the income statement.

2.3.2. Investment

2.3.2.1. 2.3.2.1 Investment expenditures

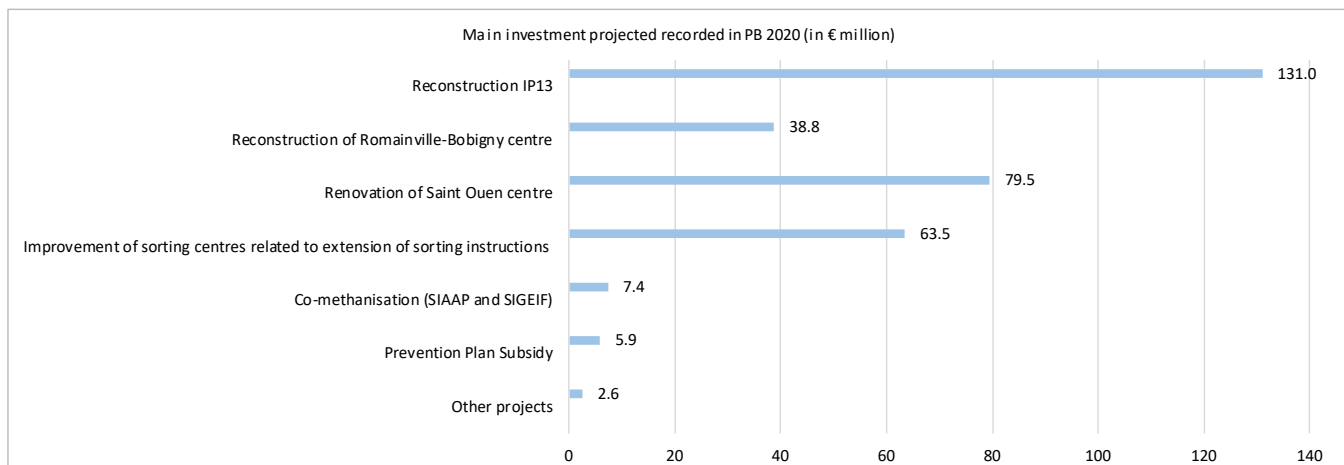
Investment expenditures totalled €369.2 million.

Syctom established the Programme Authorisations (PA) and Payment Credits (PC) (PA/PC) at 1st January 2019 to develop the structuring of the investment programme. This approach improved visibility and management flexibility and should favour the increase in the annual completion rate. For 2020, the PA/PC are as follows:

Amounts in € million		Amount of the PAs			Amount of the PCs		
Title of the PA	Duration	For info, PA approved in 2019	Revision for 2020 PB	Aggregate total	Payment credits prior to 2020	Payment credits opened for 2020 financial year	Remainder to be financed beyond 2020 financial year
Ongoing site improvement	2019-	34.5	- 3.6	30.9	17.5	5.2	16.9
Extension of sorting instructions at centres	2019-2021	80.6	35.9	116.5	39.3	58.3	41.3
Construction of the Energy Rec. Unit at Ivry /Paris 13 site	2019-2024	544.8	37.8	582.6	98.5	131.0	446.2
Renovation of Saint-Ouen site	2019-2023	191.7	16.9	208.7	61.8	79.5	129.9
Reconstruction Romainville-Bobigny site	2019-	44.8	104.4	149.2	5.9	38.8	38.9
Co-methanisation	2019-2022	5.0	28.3	33.2	5.0	4.4	-
Prevention plan 2015-2020	2019-2020	11.0	1.5	12.5	6.6	5.9	4.4
Syctom management	2019-2020	4.9	- 0.0	4.9	2.4	2.5	2.5
Bio-waste	2019-2020	1.3	0.1	1.4	1.3	0.1	-
Total		918.6	221.3	1,139.9	238.3	325.7	680.2

- **Equipment operations: €328.7 million**

Equipment expenditures are valued at €328.7 million (€162 million actual in 2018, €209 million in 2019 projected actual data). The main projects are the following:



- **Ongoing improvements to the UIOMs:**

Isséane

In 2020, the following services are planned:

- Additional mechanism to secure the operation of the access to clean the clinker loading river grill, not completed in 2019;
- Energy audit of the site and proposal for optimisation;
- Other small civil engineering work (following end of operating contract);
- Finalisation of the programming and integration in the site command control of the Seine water pump controls (savings in water sampling); and
- Reinforcement of video surveillance of the household garbage unloading dock with the installation of cameras facing the bays.

Ivry-Paris XIII

In 2020, the following services are planned:

- Reinforcement of the site fire protection systems (€2.2 million all taxes included);
- Work to improve working conditions (access to certain equipment);
- Installation of video surveillance of the household garbage unloading dock with the installation of cameras facing the bays, entrances and exits, completed by 2 radar systems at the entrance and exit to the docks; and
- Recognition of a portion of the GER expenditures transferred to the investment section.

Saint Ouen

Since 2013, Sycotom has undertaken an important process to verify that its centres comply with the so-called “Machines” directive 2006/42/EC. At the Saint Ouen UIOM, the work to bring the unit into compliance with the machine directive is in progress and, because of the heavy co-activity with the complete modernisation of the centre, the work won’t be completed until 2020. Therefore, the related credits are recognised in 2020. The credits for small civil engineering projects are also planned for 2020.

- **Ongoing improvement of the sorting centres:**

Safety process in the centres

As part of the improvement in the safety of Sycotom facilities, after its methodological advising mission on managing access to the sites and the preparation of its report, the project management assistant, Groupement Naldeo – FPCi – (ES)² – Haut Comité Français pour la Résilience Nationale (HCFDC), recommended generic solutions to improve safety.

In 2019, all the Sycotom centres were audited to study and adapt these recommendations to the environment and the specifications of each centre.

In 2020, the credits for the costs of all the work, the preparation of all technical contract documents as well as the documents relating to an updated crisis management and business continuity plan will be recorded.

Completion of the work to improve awareness of the fire risk

The waste treatment activity is particularly exposed to this risk, especially in the sorting centres where major losses again occurred in France in 2019.

At Isséane, to improve protection of the tank, reinforce the network of fire hose stations, (RIA), reinforce specific turbine protections and the electric transformer room, work will start in the first quarter of 2020.

At Sevran, studies are being resumed to integrate the extension of the site because of the purchase of the neighbouring parcel known as “Marin”. The fire protection for the site must be at level comparable to the most recent installations of Sycotom. The related credits for preliminary studies are thus recorded in 2020.

Reconstruction of the Ivry-Paris XIII

The deep foundation works (diaphragm walls and bored piles) are ending, as are the excavation operations. The assembly of five (5) tower cranes will be conducted until January 2020.

The year 2020 will then be dedicated to the construction of the civil engineering structures (underground parking, storage tanks for residual household garbage, furnace-boiler buildings / smoke treatment and energy recovery) as well as the assembly of the first process equipment.

- **Saint-Ouen energy recovery centre**

The new smoke treatment:

The work on lines 1 and 2 have been spread over two separate calendar years ((2020 for line 2 and 2021 for line 1). The completion of the project is scheduled for the end of 2021, with commissioning of the smoke condensation.

Urban integration:

The payment schedule has been updated again on the basis of the work completion schedule.

The year 2020 will mark the completion of the work on the new clinker building, the infrastructures of the buildings facing the Seine that will in time house the operator, and the work to reinforce the structure of the household garbage tank OM that is necessary for the strength of the new trim on the upper part of the building.

Treatment of waste water:

The work on the treatment infrastructures is completed in 2020.

- **Romainville / Bobigny multi-stream treatment centre**

The year 2020 will be devoted, in particular, to the development and then the launch of the execution of the global contract for the design/construction/operation/maintenance/and performance of the services of phase 1 (design studies and completion of the files for administrative authorisations).

- **Syctom – SIAAP Innovation Partnership / Co-methanisation Project**

Phase 1, research and laboratory tests on co-methanisation of sludge, organic fractions of residual household garbage (FOR) horse manure, and on the minimisation and recovery of the by-products is completed. Phase 2 will cover the construction of a pilot unit that will begin in the first quarter of 2020. A maximum of two projects will be selected.

- **Syctom – SIGEIF Co-Contractors / Gennevilliers Methanisation Project**

Concession type financing is the tool that meets the specific needs of each of the two associations (waste treatment and recovery for Syctom and gas-related activity for Sigeif), which will create for this purpose a group of licensing authorities. The year 2020 will be focused on the preparation of the public order package and the expenditures recorded will be associated with the related project assistance services.

- **Sorting centres – adaptation of the centres to the expansion of the sorting rules**

NANTERRE sorting centre:

The project will be completed in 2020 (38 weeks of execution as from the issuance of the building permit expected in February 2020). The design phase is currently being finalised and the expenditures recorded in 2020 will represent the completion of the following work:

- Full replacement of the sorting process dating from the initial commissioning of the equipment in 2004, which is therefore obsolete in terms of performance and working conditions;
- Increase in the sorting capacity from 30,000 to 55,000 tonnes;
- Consideration of the new articles to be sorted resulting from the expansion of the sorting rules; and
- Adaptation of the centre's internal logistics to accept under good safety conditions large carriers bringing waste coming from transfer centres.

PARIS 17 sorting centre:

The work is completed as of this date. The centre is currently in the industrial commissioning phase.

The credits recorded in 2020 are associated with the payment of the balance of the contract design-construction phase and dependent on acceptance of the sorting centre.

Final acceptance of the equipment is scheduled for the second quarter of 2020 after verification of its performances spread over a period of 40 weeks.

- **Sorting centres – ongoing improvement**

Sevran sorting centre

The current operating contract for the sorting centre ends 30 September 2020. An interim operating contract for a maximum of 33 months is planned (firm tranche of 24 months + 3 conditional tranches for 9 months) to prepare for the potential launch of an operating procedure as a single-operation mixed-ownership company (société d'économie mixte à opération unique) (SEMOP) as from 2022.

The Sevran sorting centre is adapted to receive the selective collections resulting from the new sorting rules expanded to all plastic packaging. However, the process of the sorting centre should be modernised: first, to adapt it to the new plastics standards defined by Citéo in the spring of 2019 and, second, to permit the recycling of small pieces of metal.

The work to adapt the sorting centre can be performed during the interim operating contract. The credits recorded in 2020 thus cover the associated preliminary studies.

ISSEANE and PARIS 15 sorting centres

Syctom decided to assume the completion of the work on green spaces at its centres in place of the operators which, until then, had this authority in the context of their operating contract.

Contracts have been launched and the contract for ISSEANE is in the process of being awarded. The credits for the associated work are recorded in 2020.

- **Debt repayment: €30 million**

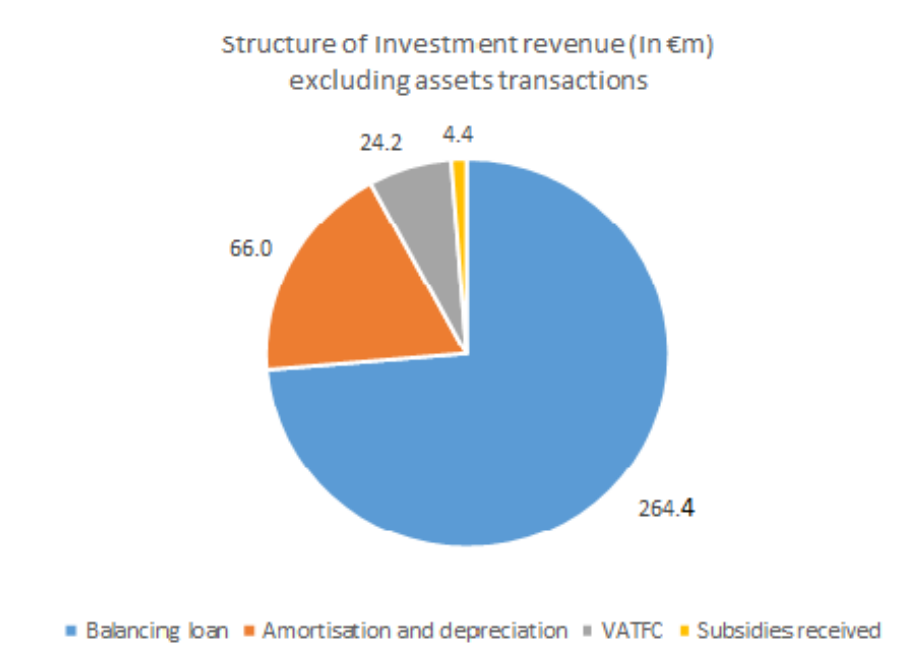
The credits projected in 2020 total €30 million in accordance with the multi-year investment plan.

- **Order operations: €10.5 million**

These are accounting operations corresponding to the drawdown of subsidies transferable to the income statement (€0.9 million) and asset transfers (€9.6 million). The counterparts of the entries are found in investment order revenue. Therefore, these entries are neutral from a budgetary standpoint.

2.3.2.2. Investment revenue

Revenue amounts to €369.2 million in the 2020 PB. The structure of the investment revenue in the 2020 PB is characterised by self-financing that corresponds to the annual allocation to amortisation and depreciation (€66 million). The main lever to balance the budget remains the use of borrowing (€264.4 million in balance borrowing).



- **VATFC: €24.2 million**

This item is the recovery of the VAT on the equipment expenditures made in N-2, i.e. in 2018 (€162 million). The 2020 VATFC is up because of the annual increase in equipment expenditures.

- **Investment subsidies received by repayment by SIAAP: €4.4 million**

This revenue represents the payment of subsidies (€1.4 million) requested from the Région Ile de France, the Métropole du Grand Paris, Agence de l'Eau Seine Normande and Ademe to finance the investment projects and reimburse the shared SIAAP-SYCTOM co-methanisation projects (€3 million) in the context of the continuation of phase 1 research and development (laboratory tests) and SIGEIFI-SYCTOM.

- **Allocations to amortisation and depreciation: €66 million**

- **Balance borrowing: €265 million**

Balance borrowing

This entry of €265 million corresponds to a borrowing to balance the 2020 PB. In 2019, Sycotom mobilised a borrowing of €243 million greater than the equipment expenditures (provisional 2019 actual of €209 million) to benefit from historically low rates. This over-mobilisation of €34 million (€243 million - €209 million) will finance 2020 needs. Thus, Sycotom may not have to use the entire €265 million announced for 2020 and get closer to the estimate planned in the 2020 budget policy debate (€202 million mobilised in 2020). An adjustment will be made in 2020 on the basis of the progress of the projects.

Debt strategy

In addition to its opening to bond debt in 2020, SYCTOM is pursuing its debt strategy initiated in 2018 and announced in the 2020 budget policy debate, namely:

- The continued use of bank financing in 2020 if market conditions are more competitive over other financing methods.
- The use of the total financing packages signed in 2019, i.e. €230 million with the European Investment Bank (BEI) to cover the expenditures of Ivry Paris 13 energy recovery unit and €200 million with the Caisse des Dépôts et Consignation. These two packages guarantee the liquidity required by Sycotom if the other financing resources prove to be insufficient or less competitive.

- **Asset accounting operations: €9.6 million**

These cover the management of advances paid under public works contracts for investment expenditures (€4.5 million) and entries related to the accounting integration in assets (€5.1 million). These items are identical to those of the 2019 PB.

2.4. Accounting standards

As detailed in section 1.3 above, the Issuer's accounting complies with budget and accounting instruction M. 14, pursuant to an "order of 18 December 2017 concerning budget and accounting instruction M. 14 applicable to communes and administrative communal and intercommunal public entities" (NOR: INTB1730545A).

Thus, because of the Issuer's status as a communal public entity, the financial information related to Issuer contained in the Prospectus has not been prepared in accordance with the international financial information standards as adopted in the European Union to implement Regulation (EC) 1606/2002, and it is possible that it presents significant differences with the information that would arise from the application of said regulation.

However, as specified in the last paragraph of Article 56 of the Decree of 7 November 2012 on the unique budget and accounting management, "*The general accounting rules applicable to the legal entities cited in Article 1 differ from those applicable to companies only because of the specific features of the actions of said legal entities.*"

Under the terms of Regulation (EC) 1606/2002, the international accounting standards adopted by the European Union must meet "the criteria of clarity, relevance, reliability and comparability required of the financial information necessary to take economic decisions and evaluate the management by the executives of the company." According to budget and accounting instruction M. 14, the accounting standards applicable to

the Issuer must “satisfy the obligations of consistency, prudence, fairness and permanence of the methods. All these principles, described in the 1999 general accounting plan, are present in instruction M14. They complete and strengthen the budget rules of annuality, unity, universality and balance that apply to any public organisation”.

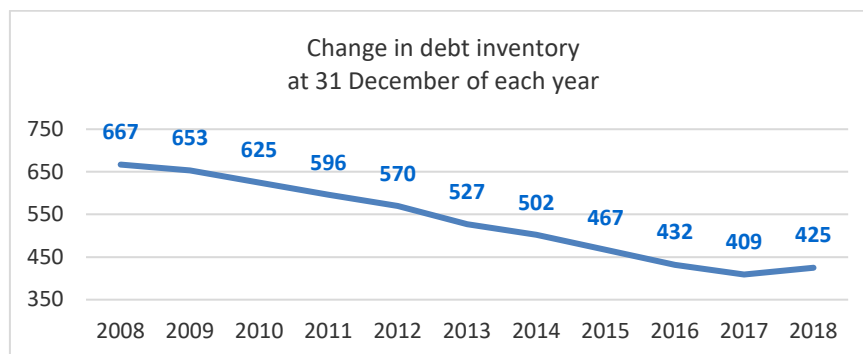
The basic difference between the accounting principles resulting from budget and accounting instruction M. 14, applied by the Issuer, and the international financial information standards as adopted in the Union pursuant to Regulation (EC) 1606/2002 is the following: the Issuer’s accounting is subject to the principle of the separation of the authorising office and the accountant, under the terms of which (i) the authorising officer (in this case, the Director General of the Issuer) stipulated the execution of the revenue and expenditures and (ii) the accountant, the sole person charged with handling public funds, performs collection or make payment, after exercising the controls, under his personal and financial responsibility, intend to verify the regularity of this revenue or these expenditures, without examining their timeliness; this principle of public accounting is outside the standards adopted to implement Regulation (EC) 1606/2002.

2.5. Debt management

2.5.1. Description of the debt portfolio in 2018

- **Total outstanding amount:**

As at 31 December 2018, the SYCTOM debt was €425.0 million, up (3.9%) for the first time since 2008 (date on which it was €667 million). SYCTOM in 2018 initiated a campaign to finance structuring equipment. Over 2018 the increase in outstanding debt reached €15.7 million and results from the normal amortisation of the loans in place (-€21.6 million) and the full, early repayment of a loan (-€24.6 million, and secondly, while a loan that was temporarily repaid was consolidated (+€11.9 million) and €50 million in new financing was included in the outstanding debt (out of a total of €70 million contracted in 2018, with €20 million remaining available to finance future investments). Thus, at the end of 2018, SYCTOM has €20 million in debt to consolidate, including €10 million subscribed with La Banque Postale with a target date for consolidation at 31/12/2019 and €10 million subscribed with the CDC with a target date for consolidated at 28/2/2024. At the time of these contracts, these two lenders joined the outstanding debt of SYCTOM. Within the €425 million in debt called, the €30 million subscribed in 2018 with Société Générale was revolving until 20/11/2019.

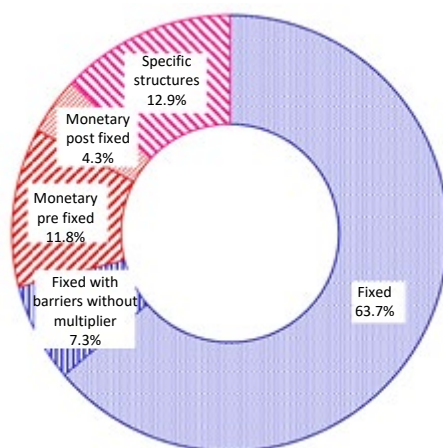


- **Structure of the debt:**

The SYCTOM debt consists of 30 loans contracts, which is an average loan amount per line of €14.8 million at 31/12/2018. Excluding two lines with a little over €5 million each, no line totals less than €10 million. In addition, no line exceeds €30 million. The debt is therefore grouped over a lower number of lines, but no loan occupies a dominant place in the debt outstanding.

SYCTOM's debt is debt:

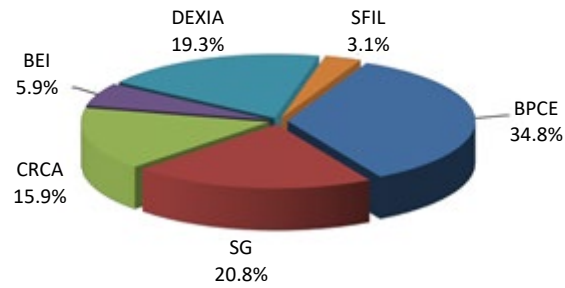
- contracted over a very specific period: excluding the 4 contracts from 2018, all the others are prior to 2008; In this way, SYCTOM was able to avoid any additional costs related to the credit crunch that hit the local world early in the 2010s.
- long-term: the average residual duration (weighted by the outstanding amount of each contract) is 19.9 years, which is related both to the relatively low age of the debt (non is earlier than 2003), but also and particularly to the term of the loans, as two-thirds of the loans were contracted over 30 years or more, and the longest, the CDC contract set up in 2018, is 45 years (including 5 years of pre-financing). As a result, the amortisation rate of the debt is slow: nearly half of the current debt will still be in place in 10 years.
- still a high majority of fixed-rate debt: "pure" fixed rate contracts represent 63.7% of the capital remaining due at 31 December 2018.



Underlying indices	Structures					
	1 indices in euros	2 French or eurozone inflation indices or spread between these indices	3 spread of eurozone indices	4 indices outside eurozone and spreads of indices when one is an index outside eurozone	5 spread of non-eurozone indices	6 other indices
A Simple fixed rate. Simple floating rate. Swap of fixed rate for floating rate or vice-versa. Swap of structured rate for floating rate (one direction). Simple capped floating rate (cap) or framed (tunnel)	22 CRD contracts: €339 million, i.e. 79.8% of the total					
B Simple barrier. No leverage effect	2 CRD contracts: €31.1 million, i.e. 7.3% of the total					
C Swap option (swaption).						
D Multiplier up to 3; multiplier up to 5 capped		1 CRD contract: €18 million, i.e. 4.2% of total	1 CRD contract: €12 million, i.e. 2.8% of total			
E Multiplier up to 5				1 CRD contract: €19.9 million, i.e. 4.7% of total	1 CRD contract: €5.1 million, i.e. 1.2% of total	
F Other types of structures.						

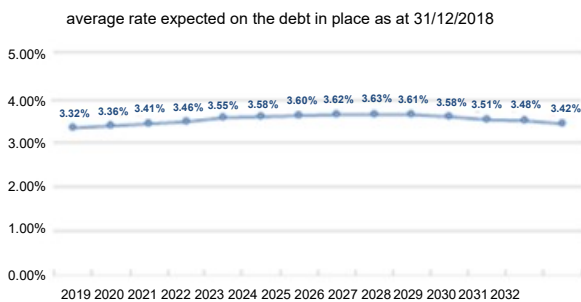
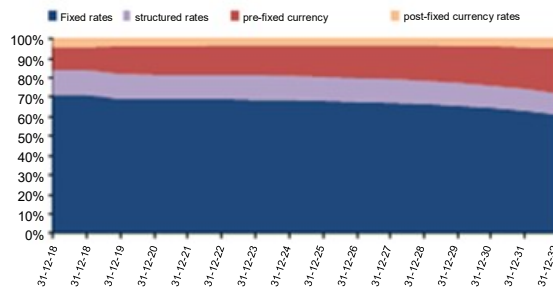
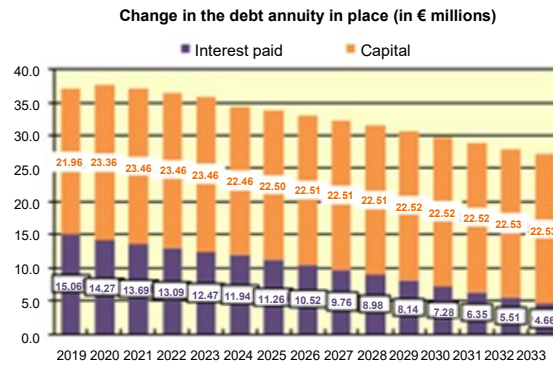
No lender is dominant in SYCTOM's debt, even if the BPCE Group represents more than one-third. Société Générale, Dexia and Crédit Agricole rank next. Two new lenders joined in 2018 (La Banque Postale (LBP) and CDC), but do not yet appear because their amounts still remain to be consolidated.

breakdown of €425 million in outstanding loans among lenders



2.5.2. Change in the debt in the coming years (excluding new financing)

The changes expected in the debt in place, excluding new financing (but taking account of the two €10 million contracts mobilised by hypothesis in 2019 and 2024) are the following:



2.5.3. SYCTOM’s strategy initiated since 2018

In the current low-rate environment, the Sycatom debt appears expensive. In addition, it is frozen given the majority of fixed rates, and exposed (28% of rates structured in late 2017). In addition, Sycatom is planning use

of the borrowing for one billion euros in the coming years. This is the opportunity to revise the structure of the outstanding debt. The line of conduct defined by Sycotom is the following:

- Give priority to indexing in the event of new financing in order to reduce the fixed portion of the compartment and Sycotom's heavy exposure to the risk of declining rates. The objective is to rebalance the fixed rates and the floating rates at 50-50;
- Withdraw from structured loans if quotations from lenders are attractive. As a result, in 2018 Sycotom completed the early repayment of the DEXIA contract, the riskiest and classified as 6F. The capital remaining due was €24.6 million at the time of the prepayment on 1st July 2018. The structure included a Dollar/Yen exchange rate. Thus, the outstanding amount of the structured loans dropped from 28% in 2017 to 20% at year-end 2018. In addition, in 2019, Sycotom again benefited from interesting terms to prepay three new DEXIA structured loans out of the remaining six. The total capital remaining due on these three loans was €44.8 million at year end 2018 (compared with capital due of €86 million for all structured loans at the end of 2018). These loans were classified B1, E4 and E5. This transaction was executed in early July 2019. Since this transactions, the structured loans now represent 11% of outstanding debt; and
- Integrate bonds in financing sources to lower the average cost of the debt, ensure the necessary liquidity and diversify sources of financing.

3. Financial rating of the Issuer

On 5 November 2019, the rating agency Standard & Poor's Global Ratings (hereinafter "S&P") confirmed the long-term 'A+' rating of Sycotom. The long-term outlook is positive.

The report and press release of the S&P rating agency can be viewed on the agency's website: http://www.standardandpoors.com/en_EU/web/guest/home

4. Recent Developments

As at 9 April 2020, the impact of the coronavirus pandemic in France on the Issuer's operations is very low, as SYCTOM has set up a business continuity plan to ensure the waste treatment service will be maintained.

SUBSCRIPTION AND SALE

Subject to the terms of a placement contract in the French language dated 9 April 2020 signed by the Issuer, the Permanent Dealers and the Arranger (the **Dealer Agreement**), the Notes will be offered by the Issuer to the Permanent Dealers. However, the Issuer reserves the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at that market price or a similar prevailing market price on the date of said sale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for the issuance of syndicated Tranches that are jointly underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between themselves in respect of Notes subscribed by such Dealer. If appropriate, the commissions in respect of an issue of Notes on a syndicated basis will be specified in the applicable Final Terms. The Issuer has agreed to reimburse the Arranger for the expenses it has incurred in connection with the placement and update of the Programme and the Dealers for certain expenses related to their role under this Programme.

The Issuer has agreed to indemnify the Dealers against certain types of liability they may incur in connection with the offer and sale of Notes. The Dealers have undertaken to indemnify the Issuer against certain types of liability it may incur in connection with the offer and sale of Notes. The Dealer Agreement entitles the Dealers, under certain circumstances, to terminate any agreement they may enter into for the subscription of Notes prior to payment for such Notes being made to the Issuer.

1. GENERAL INFORMATION

These selling restrictions may be amended by mutual agreement between the Issuer and the Dealers in particular following any change to any applicable law, regulation or directive. Any such amendment shall be set out in a supplement to this Base Prospectus.

Each Dealer has undertaken to comply, to the fullest extent of the information in its possession, with all relevant laws, regulations and directives in each country in which it buys, offers, sells or delivers Notes or in which it holds or distributes the Base Prospectus, any other offer document or any Final Terms and neither the Issuer nor any of the Dealers shall incur any liability in respect thereof.

2. EUROPEAN ECONOMIC AREA

Ban on sale to retail investors in the European Economic Area and the United Kingdom

Unless the relevant Final Terms stipulate a "*Ban on sale to retail investors in the European Economic Area and the United Kingdom*" as "Not Applicable", each Dealer has represented and warranted, and each Dealer subsequently named under the Programme must represent and warrant that it has not offered, sold or otherwise made available, and that it shall not offer, sell or otherwise make available, the Notes in the offerings stipulated in this Base Prospectus, as completed by the relevant Final Terms, to a retail investors in the European Economic Area or the United Kingdom.

For the purposes of this provision:

- (a) The term **retail investor** means a person who meets one (or more) of the following criteria:
 - (i) is a "**retail customer**" as defined by Article 4, paragraph 1, point 11), of Directive 2014/65/EU, as amended (MiFID II); or
 - (ii) is a "**customer**" as defined by Directive 2016/97/EU, as amended (the **Insurance Intermediation Directive**), when he would not meet the definition of a professional customer given in Article 4, paragraph 1, point 10) of **MiFID II**; and

- (b) the term **offer** means the communication in any form and by any means to persons that provides sufficient information on the conditions of the offer and the Notes to be offered, in such a way as to place an investor in a position to make a decision to purchase or subscribe to these Notes.

If the relevant Final Terms stipulate the “*Ban on sale to retail investors in the European Economic Area and the United Kingdom*” as “Not Applicable”, each Dealer has represented and warranted, and each Dealer subsequently named under the Programme must represent and warrant that it has not made and shall not make an offer of Notes to the public in a Member State of the European Economic Area or in the United Kingdom (each of these States is a **Concerned State**). Each Dealer may however make an offer of Notes to the public in a Concerned State:

- (a) at any time to a legal entity that is a qualified investors as defined in the Prospectus Regulation;
- (b) at any time to fewer than 150 natural persons or legal entities (other than qualified investors as defined in the Prospectus Regulation), subject to the prior consent of the relevant Dealer or the Dealers appointed by the Issuer for such an offer; or
- (c) at any time under circumstances that fall within the scope of application of Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in sections (a) to (c) above shall require the publication by the Issuer or the Dealer(s) of a prospectus pursuant to Article 3 of the Prospectus Regulation or any supplement to a prospectus pursuant to Article 23 of the Prospectus Regulations.

For the purposes of this provision (a) the expression an **offer of Notes to the public in a Concerned State** means the communication in any form and by any means to persons presenting sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, (b) the expression **Prospectus Regulation** means Regulation (EU) 2017/1129 of the European Council and Parliament dated 14 June 2017 concerning the prospectus to be published in a public offering of securities or for admitting securities to trading on a regulated market.

3. UNITED STATES OF AMERICA

The Notes have not and will not be registered pursuant to the United States Securities Act of 1933 as amended (the **US Securities Act**) or by any regulatory authority in respect of securities of any state or other jurisdiction of the United States of America. Subject to certain exceptions, the Notes may not be offered or sold in the territory of the United States of America. Each Dealer has undertaken, and each new Dealer will be required to undertake, not to offer or sell any Note or, in the case of Notes in bearer form, to deliver said Notes in the territory of the United States of America only in compliance with the Dealer Agreement.

In addition, the offering or sale by any Dealer (whether or not participating in the offering) of any identified tranche of Notes within the United States of America within the first forty (40) calendar days after the commencement of the offering, may violate the registration requirements under the US Securities Act.

4. UNITED KINGDOM

Each Dealer has represented and warranted and each new Dealer will be required to represent and warrant that:

- (a) in the case of Notes with a maturity of less than one year, (i) it is a person whose ordinary activities involve the acquisition, holding, management or sale of financial products (as

principal or agent) for the purposes of its business, and (ii) it has not offered or sold and will not offer or sell Notes to persons in the United Kingdom, other than to persons whose ordinary activities involve the acquisition, holding, management or sale of financial products (as principal or agent) in the context of its business or to persons who it may reasonably believe to acquire, hold, manage or sell financial products (as principal or agent) for the purposes of their business, under circumstances in which the issue of the Notes would otherwise constitute a violation of Section 19 of the Financial Services and Markets Act 2000, (the **FSMA**);

- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not and will not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything it does in relation to the Notes in, from or otherwise involving the United Kingdom.

USE OF PROCEEDS

The net proceeds from issuance of the Notes may be intended (i) for the Issuer's general needs, or (ii) in the case of Green Bonds (the **Green Bonds**), to finance Eligible Green Projects, as defined below and more fully described in the Framework-Document on the issues of Green Bonds by the Issuer (*Syctom Green Bond Framework*) (as amended and completed at any time) (the **Green Bond Framework**) which is available on the Issuer's website (<https://www.syctom-paris.fr/acteur-public/budget/programme-euro-medium-term-notes-emtn.html>). If, for a given issue of Notes, there is a particular use of the fund (other than those indicated above), this use shall be indicated in the relevant Final Terms.

With respect to the Green Bonds, the Green Bond Framework respects the four broad principles of the Green Bond Principles published in 2018 by International Capital Market Association (the **Green Bond Principles**) (or any more recent version that may be indicated in the relevant Final Terms), i.e. (i) the use of the funds, (ii) the process for selection and evaluation of projects, (iii) the management of the funds, and (iv) the publication of reports. The Green Bond Framework may be updated at any time to reflect changes in market practices, regulations or the activities of the Issuer. The Green Bond Framework establishes Categories of Eligible Green Projects (Green Eligible Categories) that have been identified by the Issuer as generating a positive impact or reducing a negative impact on the environment and included (i) waste collection, management and treatment projects (Waste collection, management and treatment projects), and (ii) energy recovery projects to transform waste into energy (Waste-to-energy projects), as well as any other category of Eligible Green Projects that the Issuer may choose to create in the future (as more fully described in the Green Bond Framework) and which meet a set of environmental and social criteria (the **Eligible Green Projects**).

The Issuer mandated Vigeo-Eiris to issue a second opinion (*Second Party Opinion*) on the responsible character of the Syctom green bonds (the **Second Opinion**) which assesses the environmental added value of the Green Bond Framework and the compliance of the Green Bond Framework with the Green Bond Principles. This Second Opinion, as well as any other opinion or certification rendered in the context of an issue of Notes in accordance with the Green Bond Framework, will be available on the Issuer's website (<https://www.syctom-paris.fr/acteur-public/budget/programme-euro-medium-term-notes-emtn.html>).

Pursuant to the Green Bond Framework, the Issuer will produce every year a report describing the effective allocation of the net proceeds from issues to Eligible Green Projects, which will contain information on compliance with the eligibility criteria and the allocation of the net proceeds from Green Bond issues. This report will be available on the Issuer's website (<https://www.syctom-paris.fr/acteur-public/budget/programme-euro-medium-term-notes-emtn.html>).

In order to avoid any ambiguity, it is specified that the payment of the principal and interest, as applicable, on the Green Bonds will be made from the Issuer's general fund and will not depend directly or indirectly on the financial or other performance of Eligible Green Projects.

FORM OF FINAL TERMS

Set out below is the Model of Final Terms that will be issued for each Tranche of Notes:

[Governance of MiFID II Products / Target Market: eligible counterparties and professional customers only - Only for the purposes of the process of approval of [the/each] producer of the product, the assessment of the target market for the Notes, taking into consideration the 5 categories referenced in point 18 of the Guidelines published by the European Financial Markets Authority on 5 February 2018, led to the conclusion that: (i) the target market for the Notes concerns the eligible counterparties and professional customers only, as defined in MiFID II and that (ii) all distribution channels for the Notes to eligible counterparties or professional customers are appropriate. Any person who subsequently offers, sells or recommends the Notes (a **distributor**) must take into consideration the target market of the producer or producers. However, a distributor subject to MiFID II must conduct its own assessment of the target market for the Notes (using or exceeding the assessment of the target market performed by the producer or producers and determine the appropriate distribution channels.

[BAN ON SALE TO RETAIL CUSTOMER INVESTORS IN THE EUROPEAN ECONOMIC AREA AND THE UNITED KINGDOM - The Notes shall not be intended to be offered, sold or otherwise made available and must not be offered, sold or otherwise made available to any retail investors in the European Economic Area (the **EEA**) or in the United Kingdom. For the needs of this notice, “retail investor” means a person who meets one (or more) of the following criteria: (i) is a “retail customer” within the meaning of Article 4, section 1, point 11, of MiFID II; or (ii) is a “customer” as defined by Directive (EU) 2016/97 (as amended, the **Insurance Intermediation Directive**), when such a person does not meet the definition of a professional customer given in Article 4, section 1, point 10 of MiFID II. Therefore, no key information document required by Regulation (EU) No. 1286/2014 (as amended, the **PRIPs Regulation**), for the offer or sale of the Notes, or otherwise to make them available to retail customer investors in the EEA or the United Kingdom has been prepared and, therefore, the offer or sale of the Notes or otherwise make them available to a retail investor in the EEA or the United Kingdom may be considered illegal under the PRIIPs Regulation.]³

Final Terms dated [●]



SYCTOM, THE METROPOLITAN AGENCY FOR HOUSEHOLD WASTE

Legal Entity Identifier (IEJ): 969500DXABUESL2F1Z26

Euro Medium Term Note Programme
(*The Programme*)
€1,000,000,000

[Brief description and aggregate nominal amount of Notes]

³ Delete this legend if the Notes do not constitute retail packaged investment products; in this case, indicate “Not Applicable” in the paragraph of Part B of the Final Terms. Include this legend if the Notes may constitute retail packaged investment products and the Issuer intended to prohibit these Notes from being offers, sole or otherwise made available to retail customers in the EEA or the United Kingdom. In this case, indicate “Applicable” in the paragraph of Part B of the Final Terms.

SERIES No: [●]

TRANCHE No: [●]

Issue Price: [●]%

[Name(s) of Dealer(s)]

PARTIE 1

CONTRACTUAL TERMS

This document constitutes the Final Terms in respect of the issue of notes described below (the **Notes**) and contains the final terms of the Notes. These Final Terms complete the base prospectus of 9 April 2020 (approved by the French Autorité des marchés financiers (the **AMF**) under No. 20-[●] dated 9 April 2020) [and the supplement to the base prospectus dated [●] (approved by the AMF under No. [●] on [●])] relating to the Issuer's programme to issue notes of €1,000,000,000, which constitute [together] a base prospectus (the **Base Prospectus**) for the purposes of Regulation (EU) 2017/1129 of the European Parliament and Council of 14 June 2017 concerning the prospectus to be published in the event of a public offering of securities or for the listing of securities to trading on a regulated market (the **Prospectus Regulation**) and must be read together with this prospectus in order to have all relevant information. The terms used below have the meaning given to them in the Base Prospectus. The Notes shall be issued in accordance with the provisions of these Final Terms together with the Base Prospectus. The present Final Terms and the Base Prospectus are available on the websites of (a) the AMF (www.amf-france.org) and (b) the Issuer (www.syctom-paris.fr/acteur-public/budget/programme-euro-medium-term-notes-emt.html). [Moreover, the Base Prospectus is available [on/at] [●].]⁴

[Complete all the following sections or specify "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or a specific sub-paragraph. Italics denote directions for completing the Final Terms.]

- | | | |
|----|---|--|
| 1. | Issuer: | Syctom, the metropolitan agency for household waste |
| 2. | (a) Series: | [●] |
| | (b) Tranche: | [●] |
| | (c) Date on which the Notes shall be fungible and form a single Series: | [The Notes shall be fungible and shall form a single Series with [describe the Series in question] issued by the Issuer on [insert the date] (the " Existing Notes ") on or after [insert date]. Once they have been listed for trading, the Notes shall be entirely ranked with the Existing Notes and shall form a single Series with them.] / [Not applicable] |
| 3. | Specified Currency: | Euro (€) |

⁴ If the Notes are listed for trading on a Regulated Market other than Euronext Paris.

4. **Aggregate Nominal Amount:**
- (a) Series: [●]
- (b) Tranche: [●]
5. **Issue price:** [●]% of the Aggregate Nominal Amount [plus interest accrued since [*insert date*] (in the case of fungible issues or first detached coupon, as applicable)]
6. **Specified Nominal Value:** [●]
7. (a) Issue Date: [●]
- (b) Interest Period Start Date: [●] [*Specify / Issue Date / Not Applicable*]
8. **Maturity Date:** [*specify the date or (for Floating Rate Notes) the Coupon Payment Date of the month and year in question, or the nearest date to the Coupon Payment Date in the relevant month and year*]
9. **Interest Basis:** [Fixed Rate of [●]%] [EURIBOR or EONIA] [TEC10] +/-[●]% of the Floating Rate] [Zero Coupon Note] (other details specified below)
10. **Redemption/Payment basis:** [Subject to any repurchase and cancellation or early redemption, the Notes shall be redeemed on the Maturity Date at [100]/[●] % of their nominal amount.]
- [Instalment Payment]
11. **Change of Interest Basis:** [Applicable (*for the Notes bearing interest at a Fixed Rate/Floating Rate*)/Not applicable]
- [*If applicable, specify the details for conversion of the Fixed Rate/Floating Rate interest in accordance with Article 4.4.*)]
12. **Redemption at the option of the Issuer/Noteholders:** [Redemption at the option of the Issuer]/[Redemption at the option of Noteholders]/[Not applicable] [*other details specified below*)]
13. (a) Status of the Notes: Senior
- (b) Date of authorisation of the issue of the Notes: [●]
14. **Method of distribution:** [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. **Fixed Rate Note provisions:** [Applicable/Not applicable]
- (If this paragraph is not applicable, delete the other sub-paragraphs)*
- (a) Interest Rate: [●] % per annum [payable [annually/semi-annually/quarterly/monthly/ other (*specify*)] at maturity]
- (b) Interest Payment Date(s): [●] in each year [adjusted in accordance with specified Business Day Convention and any relevant Business Centre(s) for the "Business Day" definition]/not adjusted]
- (c) Fixed Coupon Amount(s): [●] per Note
- (d) Broken Coupon Amount(s): [*Include information relating to the initial or final Broken Coupon Amount which are different from the Fixed Coupon Amount(s) and the Coupon Payment Date(s) to which they refer*]/[Not applicable]
- (e) Day Count Fraction (Condition 4.1): [Base Exact/365 / Exact/365-FBF / Exact/Exact-ICMA/FBF] / Exact/365 (Fixe) / Exact/360 / 30/360 / 360/360 / Bond Basis / 30/360 FBF / Exact 30A/360 (American Bond Basis).]
- (f) Determination Date(s) (Condition 4.1): [●] for each year (*specify the regular Coupon payment dates, excluding the Issue Date and the Maturity Date in the case of a first or last long or short Coupon.*)/[Not Applicable]
- N.B.: applicable only when the Day Count Fraction is Actual/Actual (ICMA) Basis).*
16. **Provisions relating to Floating Rate Notes** [Applicable/Not applicable]
- (If this paragraph is not applicable, delete the remaining sub-paragraphs)*
- (a) Interest Period(s)/ Accrued Interest Period Date: [●]
- (b) Interest Payment Date(s): [●]
- (c) First Coupon Payment Date: [●]
- (d) Business Day Convention: [Floating Rate Business Day Convention//Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]/[not adjusted]

- (e) Business Centre(s) (Condition 4.1):
- (f) Method to determine Interest Rate: Screen Rate Determination/FBF Determination]
- (g) Party responsible for calculating the Interest Rate or Rates Coupon Amount or Amounts (if other than the Calculation Agent): /[Not applicable]
- (h) Screen Rate Determination (Condition 4.3(ii)): [Applicable/Not applicable]
- (If this sub-paragraph is not applicable, delete the other sub-paragraphs)*
- Reference Rate:
- Screen Page:
- Reference Time:
- Coupon Determination Date: [[] [TARGET] Business Days in [*specify city*] for [*specify the currency*] before [the first day of each Interest Period/each Coupon Payment Date]]
- Primary source for the Floating Rate: (*Specify the relevant Screen Page or "Reference Banks"*)
- Reference Banks (if the primary source is "Reference Banks"): (*Indicate four entities/Not applicable*)
- Relevant Financial Centre: [*The financial centre most closely connected with the Benchmark– specify, if other than Paris*]
- Benchmark: [EONIA, EURIBOR, TEC10]
- (if the Interest Rate is determined by linear interpolation for a [first/last] [long/short] Interest Period, insert the relevant interest period(s) and the two relevant rates used for said determination)*
- Representative Amount: (*Specify if quotations published on a Screen Page or offered by the Reference Bank must be given for a transaction of a specific amount*)
- Effective Date: (*Specify if quotations are not to be obtained with effect at the start of the Interest Period*)

	Specified Duration:	[●] <i>(Specify the quotation period if different from the duration of the Interest Period)</i>
(i)	FBF Determination (Condition 4.3(c)):	[Applicable/Not applicable] <i>(If this sub-paragraph is not applicable, delete the other sub-paragraphs)</i>
	Floating Rate:	[●] <i>(if the Interest Rate is determined by linear interpolation for a [first/last] [long/short] Interest Period, insert the relevant interest period(s) and the two relevant rates used for said determination)</i>
	Determination Date of Floating Rate:	[●]
	FBF Definitions:	[●]
(j)	Margin(s):	[[+/-] [●] % per annum/Not applicable]
(k)	Minimum Interest Rate:	[[0] / [●]% per annum ⁵]
(l)	Maximum Interest Rate:	[[+/-] [●] % per annum/Not applicable]
(m)	Day Count Fraction (Condition 4.1):	[Actual/365 / Actual/365-FBF / Actual/Actual-ICMA/FBF] / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30/360 FBF / Actual 30A/360 (American Bond Basis) / 30E/360 / Euro Bond Basis / 30E/360 FBF.]
(n)	Rate Multiplier:	[●]
(o)	Replacement of the Benchmark	[Applicable/Not applicable] <i>(Please refer to Condition 4.3(c)(iii))</i>
17.	Provisions relating to Zero Coupon Notes:	[Applicable/Not applicable] <i>(If this paragraph is not applicable, delete the remaining sub-paragraphs)</i>
(a)	Yield:	[●]% per annum
(b)	Day Count Fraction:	[Actual/365 / Actual/365-FBF / Actual/Actual-ICMA/FBF] / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30/360 FBF / Actual 30A/360 (American Bond Basis) / 30E/360 / Euro Bond Basis / 30E/360 FBF.]

⁵ Interest payable for Notes will be at least equal to zero in all circumstances.

PROVISIONS RELATING TO REDEMPTION

- 18. **Redemption at the option of the Issuer** [Applicable/Not applicable]
(If this paragraph is not applicable, delete the remaining sub-paragraphs)
 - (a) Optional Redemption Date(s): [●]
 - (b) Optional Redemption Amount(s) for each Note: [●] per Note
 - (c) If redeemable in part:
 - (i) Minimum redemption amount: [●]
 - (ii) Maximum redemption amount: [●]
 - (d) Notice period: [●]

- 19. **Redemption option at Noteholders' put:** [Applicable/Not applicable]
(If this paragraph is not applicable, delete the remaining sub-paragraphs)
 - (a) Optional Redemption Date(s): [●]
 - (b) Optional Redemption Amount(s) for each Note: [●] per Note
 - (c) Notice period (Condition 5.4): [●]

- 20. **Final Redemption Amount for each Note:** [[●] per Note]

- 21. **Instalment Amount:** [Applicable/Not applicable]
(If this paragraph is not applicable, delete the remaining sub-paragraphs)
 - (a) Instalment Date(s): [●]
 - (b) Instalment Amount(s) of each Note: [●]

22. **Early Redemption Amount:**

- (a) Early Redemption Amount(s) for each Note paid on redemption for tax reasons (Condition 5.6), for reasons of illegality (Condition 5.9) or on Event of Default (Condition 8): [Pursuant to the Terms and Conditions]/[●] per Note (*for notes with Instalment payments*) the unamortised face value]
- (b) Redemption for tax reasons on dates other than Coupon Payment Dates (Condition 5.6): [Yes/No]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

23. **Form of the Notes:**

- (a) Form of the Notes: [Bearer / Registered /Note Applicable]
- (b) Registration Agent: [Not Applicable/ [●] (*if applicable name and information*)] (*Note that a Registration Agent may be appointed for Notes in pure registered form only*).

24. **Financial Centre(s) (Condition 6.4):**

[Not applicable/Specify] (*Note that this point stipulates the date and place of payment and not the Due Dates of the Coupon described in sections 15(b) and 16(b)*)

25. **Masse (Condition 10):**

(*Specify the details on the permanent and alternate Representatives and their compensation*)

Name and contact details of the incumbent Representative are: [●]

The name and contact details of the alternate Representative of the Masse are: [●]

The Representative of the Masse [shall receive a remuneration of €[] per year with respect to its functions/shall not receive compensation with respect to its functions]

[As long as the Notes are held by a single Noteholder, and in the absence of a designated Representative, the Noteholder in question will exercise all of the powers devolved to the Masse by the provisions of the French Commercial Code, as supplemented by the Terms and Conditions.

The Issuer must hold (or will arrange for a capable agent to hold) a register of all decisions

adopted by the single Noteholder and must make it available, on request by any future Noteholder. A Representative must be appointed as soon as the Notes of a Series are held by more than one Noteholder (unless a Representative has already been appointed in the Final Terms of the Notes issue in question).]

PURPOSE OF THE FINAL TERMS

These Final Terms contain the final conditions required for the issue [and] [the listing for trading] of the Notes [on Euronext Paris / other (*specify*)] described in the framework of the debt securities issue programme (Euro Medium Term Note Programme) of €1,000,000,000 of the Agence Métropolitaine des Déchets Ménagers.]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[*Third party information*] has been extracted from [*specify source*]]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]⁶

Signed on behalf of the Issuer:

By:
Duly authorised

⁶ To be included if information is provided by a third party.

PARTIE 2

OTHER INFORMATION

1. ADMISSION TO TRADING

- (a) Admission to trading: [A request for admission of the Notes to trading on [Euronext Paris/other (*to be specified*)] as from [●] has been made.]
- [A request for admission of the Notes to trading on [Euronext Paris/other (*specify*)] as from [●] shall be made by the Issuer (or on its behalf).]
- [Not applicable]
- (in the case of fungible issues, specify that the original Notes have already been admitted to trading.)*
- (b) Total estimated costs for admission to trading: [[●] / Not applicable]

2. RATINGS:

Ratings: The Programme has been rated A+ by S&P Global Ratings (S&P).

S&P is established in the European Union and is registered in accordance with Regulation (EC) No. 1060/2009 relating to credit rating agencies as amended (the **ANC Regulation**). S&P is on the list of credit rating agencies published by the European Financial Markets Authority (Autorité Européenne des Marchés Financiers (the **AEMF**)) on its website (<https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the ANC Regulation.

The Notes to be issued [have not been rated]/[have received / expect to receive] the following rating:
[S&P: [●]]
[[Other]: [●]].

(The rating assigned to the Notes issued under the Programme must be specified above or, if an issue of Notes has received a specific rating, this specific rating must be indicated above.)

3. [NOTIFICATION]

[The Autorité des marchés financiers, which is the competent authority in France for the purposes of the Prospectus Regulation, has been requested to provide/The AMF, which is the competent authority in France for the purposes of the Prospectus Regulation, has provided (*insert the first alternative in the case of Notes issued contemporaneously with the updating of the Programme and the second alternative for subsequent issues*)] in (*insert the name of the relevant authority in the host Member State*) [one or more] certificate[s] of approval certifying that the base prospectus and the supplement[s] [has]/[have] been prepared] in accordance with the Prospectus Regulation.]

4. INTERESTS OF NATURAL AND LEGAL PERSONS PARTICIPATING IN THE ISSUE

The purpose of this section is to describe any interest, including any conflict of interest that may have a material impact on the issue of the Notes, identifying each person concerned and the nature of such an interest. This may be satisfied by inserting the following statement:

["Except commissions related to the issue of Notes paid [to Dealer[s], to the Issuer's knowledge, no other person involved in the issue has any significant interest in the Offer. [The] Dealer[s] and [its/their] affiliates have conducted, and may conduct, transactions related to their investment banking and/or commercial banking with the Issuer, and may provide the Issuer with other services in the normal course of their business".]

5. USE OF PROCEEDS AND ESTIMATED NET AMOUNT

(a) Use of the Proceeds: [specify][Green Bonds]

[Refer to the Chapter "Use of funds" in the Base Prospectus]
[Concerning the Green Bonds, insert the link to the page on the Issuer's website about the Green Bonds]

(b) Estimated net proceeds: [●]

(If the proceeds are to be applied towards several uses, provide a breakdown and order of priority. If the proceeds are insufficient to finance all planned uses, specify the amount and sources of other financing.)

6. [YIELD⁷]

Yield: [●]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

7. [BENCHMARKS⁸]

The interest amounts payable for the Notes will be calculated by reference to [the EURIBOR / EONIA] which is provided by the European Money Markets Institute (**EMMI**).

On the date of these Final Terms, EMMI is recorded in the public register of administrators and benchmarks established and kept by the AEMF pursuant to Article 36 of Regulation (EU) 2016/1011 (the **Regulation on Benchmarks**).]

⁷ Applicable for Fixed Rate Notes only.

⁸ Applicable for Floating Rate Notes only.

8. DISTRIBUTION

If it is syndicated, names of the Placement Syndicate Members:

[Not applicable/*provide the names*]

(If this paragraph is not applicable, delete the remaining sub-paragraphs)

(a) Entity responsible for Regularisation Transactions (if any):

[Not applicable/*provide the names*]

(b) Date of the underwriting agreement:

[●]

If it is not syndicated, name of the Dealer:

[Not applicable/*provide the name*]

Sale restrictions – United States of America

Rules S Compliance Category 1

TEFRA rules not applicable

9. OPERATIONAL INFORMATION

(a) ISIN Code:

[●]

(b) Common code:

[●]

(c) Depositary(ies):

(i) Euroclear France acting as Central Depositary:

[Yes/No]

(ii) Common Depositary for Euroclear and Clearstream:

[Yes/No]

(d) Any clearing system other than Euroclear France, Euroclear and Clearstream and the relevant identification number(s):

[Not Applicable/*provide names and numbers*]

(e) Delivery:

Delivery [for payment/no payment]

(f) Names and addresses of initial Paying Agents appointed for the Notes:

[●]

(g) Names and addresses of additional Paying Agents appointed for the Notes:

[[●]/[Not applicable]]

10. BAN ON SALE TO RETAIL INVESTORS IN THE EUROPEAN ECONOMIC AREA AND THE UNITED KINGDOM

[Applicable/Not applicable]

(If the Notes clearly do not constitute retail packaged investment products, “Not applicable” must be indicated. If the Notes constitute retail packaged investment products, and no key information document will be prepared, “Applicable” must be indicated. For the purposes of the foregoing, a “packaged” product means a “retail packaged investment product”, which means, pursuant to

Regulation (EU) 1286/2014 of 26 November 2014, an investment, whatever its legal form, for which the amount reimbursable to the retail investor is subject to fluctuations because it depends on reference values or the performance of one or more assets which the retail investor does not purchase directly.)

GENERAL INFORMATION

The issuer has obtained all agreements, approvals and authorisations required in France for the creation and update of the Programme. Any issuance of Notes must be authorised by a decision of the Issuer's Regional Council. Pursuant to deliberation No. C 3427 of 20 December 2018, the Issuer's Council authorised the President to complete borrowings of any kind, subject to meeting certain conditions (particularly relating to rate or duration), denominated in euros, notably bonds, including within the framework of an EMTN programme, for the duration of his terms and within the limit of the applicable laws, in the amounts recorded in the budget and to execute the instruments, contracts and amendments necessary for this purpose.

This Base Prospectus was approved by the AMF, as the competent authority under the Prospectus Regulation, under no. 20-[●] dated 9 April 2020.

The AMF approves this Base Prospectus only insofar as it complies with the standards for completeness, understanding and coherence required by the Prospectus Regulation. This approval must not be considered to be a favourable opinion on the Issuer described in this Base Prospectus or on the quality of the Notes described in the present Base Prospectus. Investors are invited to perform their own assessment of the opportunity to invest in the Securities.

This Base Prospectus, as completed (if applicable) is valid until 9 April 2021. The obligation to publish a supplement to the Base Prospectus in the event of a new material facts, errors or substantial inaccuracies shall no longer apply when the Base Prospectus is no longer valid.

1. With the exception of the events described in the section "Description of the Issuer", there has been no (i) material deterioration in the outlook of the Issuer since 31 December 2018 (date of its latest published financial statements), nor (ii) any material change in the Issuer's financial performance since 31 December 2018 (last financial year for which financial information has been published).
2. No material change has occurred in the Issuer's financial position since 31 December 2018 (date of its latest report financial statements).
3. On the date of this Base Prospectus, no recent event specific to the Issuer has occurred that presents significant interest for the assessment of its solvency.
4. This Base Prospectus and any supplement to said Base Prospectus shall be published on the websites of (a) the AMF (www.amf-france.org), (b) the Issuer (www.syctom-paris.fr/acteur-public/budget/programme-euro-medium-term-notes-emt.html) (c) any other relevant regulatory authority. As long as Notes are listed for trading on a regulated market in the EEA other than France, pursuant to the Prospectus Regulation in each case, the relevant Final Terms will be published on the websites of (i) the AMF (www.amf-france.org) and (ii) the Issuer (www.syctom-paris.fr/acteur-public/budget/programme-euro-medium-term-notes-emt.html).
5. In the twelve months prior to the date of this Base Prospectus, the Issuer was not involved in any administrative, legal or arbitration proceedings (and has no knowledge of any proceeding of this kind in progress or threatened) which could have or has recently had material effects on its financial position or profitability.
6. There is no potential conflict of interests between the duties of any of the members of the Association Committee and/or the Executive Committee of the Issuer with regard to the Issuer and its private interest and/or other duties.
7. An application for acceptance of the Notes for clearing through Euroclear France (66, rue de la Victoire 75009 Paris France), Euroclear (boulevard du Roi Albert II – 1210 Brussels – Belgium) and Clearstream (42 avenue JF Kennedy – 1885 Luxembourg – Grand Duchy of Luxembourg) may be

filed. The Common Code and ISIN number (International Securities Identification Number) or the identification number of any other relevant clearing system for each Series of Notes shall be specified in the applicable Final Terms.

8. As long as Notes issued under this Base Prospectus are outstanding, copies of the following documents shall be available, upon publication, on the Issuer's website (www.syctom-paris.fr/acteur-public/budget/programme-euro-medium-term-notes-emptn.html).
 - (a) the two most recent initial budgets (as amended, if applicable, by any supplemental budget) and the published administrative accounts of the Issuer;
 - (b) all Final Terms relating to any Notes admitted to trading on Euronext Paris or any other regulated market of the European Economic Area and/or the United Kingdom;
 - (c) a copy of this Base Prospectus and any supplement to this Base Prospectus or any new base prospectus; and
 - (d) the documents incorporate by reference in this Base Prospectus; and
 - (e) all reports, correspondence and other documents, appraisals and statements issued by any expert at the request of the Issuer, any extracts of which, or references to which, are contained in this Base Prospectus relating to any issue of Notes.
9. The price and the amount of the Notes issued within the Programme shall be determined by the Issuer and each relevant Dealer at the time of the issue in accordance with the market conditions.
10. For any Tranche of Fixed Rate Notes, an indication of the yield on said Notes shall be specified in the applicable Final Terms. The Yield is calculated at the Issue Date of the Notes on the basis of the Issue Price. The specified yield shall be calculated as the yield to maturity as at the Issue Date of the Notes and shall not be an indication of future yield.
11. In connection with each Tranche, one of the Dealers may act as the entity charged with stabilisation operations (the **Stabilisation Manager**). The entity acting as Stabilisation Manager shall be specified in the applicable Final Terms. For the purposes of an issue, the Stabilisation Manager (or any person acting on behalf of the Stabilisation Manager) may over-allot Notes or take action with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail in the absence of such action (the **Stabilisation Measures**). However, such Stabilisation Measures shall not necessarily be taken. Such Stabilisation Measures may commence only after the date on which the final terms of the issue of the relevant Tranche have been made public and, once initiated, they may end at any time and must end no later than the earlier of the following two dates: (a) 30 calendar days after the issue date of the relevant Tranche and (b) 60 calendar days after the date of allotment of the Notes of the relevant Tranche. Any Stabilisation Measures taken must comply with all applicable laws and regulations.
12. In this Base Prospectus, unless otherwise specified or the context requires otherwise, any reference to "€", "Euro", "EUR" and "euro" refers to the legal currency in the Member States that have adopted the single currency introduced in accordance with the Treaty establishing the European Economic Community, as amended.
13. The interest amounts payable on the Notes will be calculated by reference to the EURIBOR and the EONIA, which are provided by the European Money Markets Institute (EMMI) and which each constitute a "benchmark" in accordance with Regulation (EU) No. 2016/1011 (the **Benchmark Regulation**). In this case, a declaration shall be inserted in the applicable Final Terms to indicate that

the EMMI is recorded in the public register of administrators and benchmarks established and kept by the AEMF pursuant to Article 36 of the Benchmark Regulation.

14. Unless such information is incorporated by reference into this Base Prospectus, the information provided on the websites indicated in the Base Prospectus are not part of the Base Prospectus.
15. Each of the Dealers and their affiliates (including the case where a Dealer is acting as calculation agent) may, now or in the future, in the normal conduct of their activities, be in a business relationship or act as a financial advisor to the Issuer in relation to the securities issued by the Issuer. In the normal course of their activities, each of the Dealers and their affiliates (including the case where a Dealer is acting as calculation agent) may, now or in the future, (i) conduct investment, trading or hedge transactions, including brokerage activities or transactions on derivative products, (ii) act as firm underwriters of financial securities offered by the Issuer, or (iii) act as the Issuer's financial advisors. In the context of such transactions, each of the Dealers and their affiliates (including the case where a Dealer is acting as calculation agent) may or will hold financial securities issued by the Issuer, in which case each of the Dealers and their affiliates (including the case where a Dealer is acting as calculation agent) receives or will receive normal commissions for such transactions.

Moreover, the Issuer and each of the Dealers (including the case where a Dealer is acting as calculation agent) may be involved in transactions relating to an index or derivative products based on or related to the Notes, which could affect the market price, liquidity or value of the Notes, and could have an adverse impact on the interests of the Noteholders.

RESPONSIBILITY FOR THE BASE PROSPECTUS

Person assuming responsibility for this Base Prospectus

In the name of the Issuer

I hereby certify that the information contained in this Base Prospectus is, to my knowledge, in accordance with the facts and contains no omission that could affect its scope.

Paris, 9 April 2020

AGENCE METROPOLITAINE DES DECHETS MENAGERS

35, boulevard de Sébastopol
75001 Paris
France

Represented by: Laurent Gonzalez, Deputy Director General of Services



The prospectus has been approved by the AMF, in its capacity as competent authority for the application of the provisions of Regulation (EU) No. 2017/1129. The AMF approves this prospectus after having verified that the information provided in the prospectus is complete, coherent and comprehensible as defined by Regulation (EU) No. 2017/1129.

This approval must not be considered as a favourable opinion on the Issuer or on the quality of the Notes described in the Prospectus. Investors are invited to perform their own assessment of the opportunity to invest in the financial securities in question.

The prospectus was approved on 9 April 2020 and is valid until 9 April 2021 and must, during this period and under the conditions of Article 23 of Regulation (EU) No. 2017/1129, be completed by a supplement to the prospectus in the event of new material facts, errors or inaccuracies. The prospectus bears the following approval number: 20-[●]

Issuer

Syctom, the metropolitan agency for household waste

35, boulevard de Sébastopol

75001 Paris

France

Arranger

HSBC France

103, avenue des Champs Elysées

75008 Paris

France

Dealers

Crédit Agricole Corporate and Investment

Bank

12, place des Etats-Unis

CS 70052

92547 Montrouge Cedex

France

Société Générale

29, boulevard Haussmann

75009 Paris

France

Fiscal Agent, Principal Paying Agent and Calculation Agent

Banque Internationale à Luxembourg

69, route d'Esch

L-2953 Luxembourg

Luxembourg

Legal advisers

to the Issuer

Fidal

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Tour Prisma

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France

of the Arranger and Dealers

Allen & Overy LLP

52, avenue Hoche

75008 Paris

France