

## HYB-1 Notes Resolutions

The following HYB-1 Notes Resolutions will be proposed by the Board of Directors of the Issuer to the HYB-1 Notes Meeting:

**First Resolution** – *Approval of the merger pursuant to which the Issuer shall be merged with and into Veolia Environnement S.A.*

The Meeting, deliberating pursuant to Articles L.228-65, I, 3° and L.236-13 of the French *Code de commerce* and after having reviewed:

- the report of the Board of Directors of the Issuer dated 31 August 2022,
- the Consent Solicitation Memorandum dated 31 August 2022,
- the prospectus dated 13 April 2017 (the “**Prospectus**”) setting out the conditions relating to the HYB-1 Notes (the “**HYB-1 Notes Conditions**”), and
- the Merger Treaty dated 2 August 2022,

in the context of the merger of Vigie into Veolia Environnement S.A. (the “**Merger**”),

- a) **approves**, in accordance with Articles L.228-65, I, 3° and L.236-13 of the French *Code de commerce*, the Merger, as more fully described in the report of the Board of Directors, the Consent Solicitation Memorandum and the Merger Treaty; and
- b) consequently, **decides** not to raise any objections to the Merger, **acknowledges** that, upon completion of the Merger, the existence of the Issuer shall automatically cease and Veolia Environnement SA will assume of the rights and obligations of the Issuer under the HYB-1 Notes and **agrees** accordingly that, following the completion of the Merger, any reference in the HYB-1 Notes Conditions to the “Issuer” shall mean Veolia Environnement SA; and
- c) **grants**, in light of the foregoing, all powers to the holder of an original, a copy or an extract of the minutes of this Meeting, to the extent needed, in order to make all determinations, conclusions, communications and to carry out all formalities, including the publication of the decisions of this Meeting, and such other things as may be appropriate to carry out and may prove to be necessary for the purposes of the implementation of this resolution and the Merger.

**Second Resolution** – *Approval of the amendments to the HYB-1 Notes Conditions*

The Meeting, deliberating pursuant to Article L.228-65 I of the French *Code de commerce*:

**approves** the following amendments to the HYB-1 Notes Conditions, so that:

- A Second Step-up Date shall be added, the Margin from the Second Call Date to the Second Step-up Date shall be reduced and the Reuters screen in the definition of the 5-year Swap Rate shall also be amended to replace a discontinued screen with the current market standard screen in Condition 4.1 (*General*) of the HYB-1 Notes Conditions as follows (the blue underlined text being added and the ~~red strikethrough~~ text being deleted):

### “4.1 General

The Notes shall bear interest on their principal amount (such rate of interest, the **Interest Rate**):

- from (and including) 19 April 2017 (the **Issue Date**) to (but excluding) the First Call Date, at a fixed rate of 2.875 per cent. *per annum*; and

- from (and including) the First Call Date to (but excluding) the final redemption of the Notes, at a fixed rate *per annum* which shall be equal to the relevant Reference Rate plus the relevant Margin for each Interest Rate Period.

Each Interest Amount shall be payable annually in arrear on 19 April of each year, commencing on 19 April 2018 (each an **Interest Payment Date**), provided, however, that if any Interest Payment Date would otherwise fall on a date which is not a Business Day, the relevant payment will be postponed to the next Business Day and no interest shall accrue nor be payable as a result of such postponement.

The Notes will cease to bear interest from and including the due date for redemption unless payment of the principal in respect of the Notes is improperly withheld or refused on such date or unless default is otherwise made in respect of the payment. In such event, the Notes will continue to bear interest at the relevant rate as specified in this Condition 4 on their remaining unpaid amount until the day on which all sums due in respect of the Notes up to that day are received by or on behalf of the relevant Noteholders.

For the purpose hereof:

**5-year Swap Rate** means the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating Euro interest rate swap transaction which (a) has a term of 5 years commencing on the first day of the relevant Interest Period, (b) is in an amount that is representative of a single transaction, in the swap market with an acknowledged dealer of good credit in the swap market, and (c) has a floating leg based on the 6-month EURIBOR rate (calculated on an Actual/360 day count basis) and which appears on Reuters screen “[ISDAFIX2ICESWAP2/EURSFIXA](#)” under the heading “EURIBOR BASIS” and above caption “11:00 AM Frankfurt time” (as such headings and captions may appear from time to time) as of 11:00 a.m. (Brussels time) (the **Screen Page**). In the event that the 5-year Swap Rate does not appear on the Screen Page on the relevant Determination Date, the 5-year Swap Rate will be the Reference Bank Rate on such Determination Date.

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

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

**First Call Date** means the Interest Payment Date falling on 19 April 2024.

**Interest Period** means the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

**Interest Rate Period** means each period beginning on (and including) a Reset Date and ending on (but excluding) the next succeeding Reset Date.

**Margin** means (i) in relation to the Interest Rate applicable to the Interest Periods from, and including, the First Call Date to, but excluding, the Second Call Date, 2.504 per cent. *per annum*, (ii) in relation to the Interest Rate applicable to the Interest Periods from, and including, the Second Call Date [to, but excluding, the Second Step-up Date, 2.754 per cent. per annum.](#) (iii) [in relation to the Interest](#)

Rate applicable to the Interest Periods from, and including, the Second Step-up Date, 3.504 per cent. *per annum*.

**Reference Bank Rate** means the percentage rate determined on the basis of the 5-year Swap Rate Quotations provided by five leading swap dealers in the interbank market (the **Reference Banks**) to the Calculation Agent at approximately 11:00 a.m. (Brussels time), on the Determination Date. If at least three quotations are provided, the 5-year Swap Rate will be the arithmetic mean of the quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If the Reference Bank Rate is unavailable or the Calculation Agent determines that no Reference Bank is providing offered quotations, the Interest Rate for the relevant Interest Rate Period shall be the Interest Rate in effect for the last preceding Interest Rate Period.

**Reference Rate** means the 5-year Swap Rate determined on the day falling two Business Days prior to the first day of the relevant Interest Rate Period (each a **Determination Date**).

**Reset Date** means the First Call Date, the Second Call Date and each 5th anniversary thereof.

**Second Call Date** means the Interest Payment Date falling on 19 April 2029.

**Second Step-up Date** means the Interest Payment Date falling on 19 April 2044.

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

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

Promptly after the determination of the Reference Rate, the Calculation Agent shall determine the Interest Rate for each Note and calculate the relevant Interest Amount.

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

- The Rating Downgrade definition in Condition 5.5 (*Redemption following a Rating Methodology Event*) of the HYB-1 Notes Conditions shall be deleted as follows (the blue underlined text being added and the ~~red-strikethrough~~ text being deleted):

#### **“5.5 Redemption following a Rating Methodology Event**

If a Rating Methodology Event shall occur after the Issue Date, the Issuer may, at its option, redeem all the Notes (but not some only) at any time, subject to the Issuer having given the Noteholders not less than thirty (30), or more than sixty (60), Business Days’ prior notice (which notice shall be irrevocable) in accordance with Condition 10, at (i) the Early Redemption Price (as defined below) where such redemption occurs before the First Call Date, or (ii) their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after the First Call Date; provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the last day before the date on which the Notes will no longer be eligible for the same or higher category of equity credit.

For the purpose hereof:

~~A Rating Downgrade shall be deemed to have occurred if the rating previously assigned to the Issuer by any Rating Agency is changed from an investment grade rating (Baa3, BBB-, or better) to a non-investment grade rating (Ba1, BB+, or worse).~~

**Rating Methodology Event** means that the Issuer certifies in a notice to the Noteholders that ~~(i)~~ an amendment, clarification or change has occurred in the equity credit criteria of any Rating Agency (as defined in Condition 5.6 below) from whom the Issuer is assigned sponsored ratings ~~or (ii) a Rating Downgrade has occurred and, in each case,~~ and has resulted in a lower equity credit for the Notes than the respective equity credit assigned by the Relevant Rating Agency on the Issue Date, or if equity credit is not assigned on the Issue Date, at the date when the equity credit is assigned for the first time.”

- An intention-based replacement capital language (not part of the HYB-1 Notes Conditions) shall be added immediately following the HYB-1 Notes Conditions as follows:

“The following paragraph in italics does not form part of the Conditions

***Considerations regarding redemption and repurchase of the Notes:***

*The Issuer intends (without thereby assuming a legal obligation) at any time that it will (a) redeem or (b) repurchase the Notes only to the extent the aggregate principal amount of the Notes to be redeemed or repurchased does not exceed the net proceeds received by the Issuer or any Subsidiary of the Issuer prior to or on the date of such redemption or repurchase from the sale or issuance by the Issuer or such Subsidiary to third party purchasers (other than group entities of the Issuer) of securities which are assigned by S&P Global Ratings Europe Limited (S&P) at the time of sale or issuance, an aggregate "equity credit" (or such similar nomenclature used by S&P from time to time) that is equal to or greater than the "equity credit" assigned to the Notes to be redeemed or repurchased at the time of their issuance, or if "equity credit" is not assigned at the time of their issuance, at the date when the "equity credit" is assigned for the first time (but taking into account any changes in hybrid capital methodology or another relevant methodology or the interpretation thereof since the issuance of the Notes), unless*

- (i) the credit rating or the stand-alone credit profile assigned by S&P to the Issuer is at least the same as or higher than the credit rating or stand-alone credit profile assigned to the Issuer on the date when the most recent additional hybrid security was issued (excluding refinancings without net new issuance) and the Issuer is of the view that such rating would not fall below this level as a result of such redemption or repurchase, or*
- (ii) in the case of a repurchase or a redemption, taken together with other relevant repurchases or redemptions of hybrid securities of the Issuer, such repurchase or redemption is less than (x) 10 per cent. of the aggregate principal amount of the Issuer's outstanding hybrid securities in any period of 12 consecutive months or (y) 25 per cent. of the aggregate principal amount of the Issuer's outstanding hybrid securities in any period of ten consecutive years, provided that such repurchase or redemption has no materially negative effect on the Issuer's credit profile, or*
- (iii) if the Notes are not assigned an "equity credit" (or such similar nomenclature then used by S&P at the time of such redemption or repurchase), or*
- (iv) the Notes are redeemed pursuant to a Rating Methodology Event, Change of Control Call Event, Accounting Event, Withholding Tax Event, Gross-up Event or a Tax Deductibility Event, or*
- (v) in the case of any repurchase or redemption, such repurchase or redemption relates to an aggregate principal amount of Notes which is less than or equal to the excess (if any) above*

*the maximum aggregate principal amount of the Issuer's hybrid capital to which S&P then assigns equity content under its prevailing methodology, or*

(vi) *any such redemption or repurchase occurs on or after the Second Step-up Date.*

*Terms used but not defined in the above paragraphs shall have the same meaning as that in the Conditions."*

***Third Resolution – Filing of the documents relating to the Meeting***

The HYB-1 Notes Meeting decides, in accordance with Article R.228-74, paragraph 1, of the French *Code de commerce*, that the attendance sheet, the relevant powers of represented HYB-1 Notes Noteholders and the minutes of this Meeting shall be filed at the registered office of the Issuer to enable any HYB-1 Notes Noteholder to exercise its communication right granted by law.

***Fourth Resolution – Powers to carry out formalities***

The HYB-1 Notes Meeting authorises and grants all powers to the legal representatives of the Issuer to take all measures and to conclude any agreements, as the case may be, to implement these Resolutions, and to the holder of a copy or excerpt of the minutes setting out these Resolutions, to perform any legal or administrative formalities.