

AMENDED AND RESTATED FINAL TERMS

16 July, 2013

(which amends and restates the Final Terms dated 5 June, 2013, which amended and restated the Final Terms dated 19 December, 2008)

LAFARGE

Issue of USD 200,000,000 Puttable Callable Reset Notes due 2038

under the €9,000,000,000

Euro Medium Term Note Programme

The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 14 April, 2008, the first supplement to the Base Prospectus dated 23 May, 2008 and the second supplement to the Base prospectus dated 24 November, 2008 which together constitute a base prospectus for the purposes of Directive 2003/71/EC (the "**Prospectus Directive**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus as so supplemented. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus and the supplements to the Base Prospectus are available for viewing at the registered office of the Issuer and from the specified office of the Principal Paying Agent and copies may be obtained from the specific office of the Principal Paying Agent at Citigroup Centre, Canada Square, London E14 5LB.

1.	Issuer:	LAFARGE
2.	(i) Series Number:	LAFMTN022
	(ii) Tranche Number:	1
3.	Specified Currency or Currencies (in the case of Dual Currency Notes):	United States Dollars (USD)
4.	Aggregate Nominal Amount:	
	- Tranche:	USD 200,000,000
	- Series:	USD 200,000,000
5.	(i) Issue Price of Tranche:	100 per cent. of the Aggregate Nominal Amount
	(ii) Net Proceeds	USD 200,000,000

6.	Specified Denominations:	USD 100,000
7.	Issue Date and Interest Commencement Date:	23 December 2008
8.	Maturity Date:	The Interest Payment Date scheduled to fall on or nearest to 20 November 2038
9.	Form of Notes	Bearer
10.	Type of Notes	Puttable Callable Reset Notes
11.	Interest Basis:	<ul style="list-style-type: none"> - USD-LIBOR + 3.70 percent. per annum Floating Rate, from and including the Interest Commencement Date to but excluding the Interest Payment Date specified in item 20.1(ii) falling on or nearest to 20 November 2013; and - the Fixed Rate, in respect of the period from and including the Interest Payment Date specified in item 20.1(ii) falling on or nearest to 20 November 2013 to but excluding the first Interest Reset Date (as defined in item 36 below); and thereafter - the Subsequent Rate of Interest, provided that the Notes have not been previously redeemed or purchased and cancelled. <p>(further particulars specified in item 20 below)</p>
12.	Redemption/Payment Basis:	Redemption at par at Maturity
13.	Change of Interest Basis or Redemption/Payment Basis:	Resettable rate of interest. See items 20 and 36 below.
14.	Put/Call Options:	Investor Put Issuer Call Change of Control Put Option (further particulars specified in items 25, 26, 29 and 36 below)
15.	Status of the Notes:	Unsubordinated
16.	Date of Board approval for the issuance of Notes obtained:	6 November 2008
17.	Listing and Admission to Trading	See "Listing and Admission to Trading Application" below
18.	Method of distribution:	Non-syndicated

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

19.	Fixed Rate Note Provisions:	Applicable
		The Fixed Rate Note Provisions shall apply in respect of the period from and including the Interest Payment Date specified in item 20.1(ii) below falling on or nearest to 20 November 2013 to but excluding the Interest Payment Date falling on or nearest to 20 November 2015 in accordance with this item 19.

(i)	Fixed Rate of Interest:	12.53 % per annum payable semi-annually in arrear
(ii)	Specified Period(s)/Specified Interest Payment Dates:	20 May and 20 November in each year from and including 20 May 2014 to and including 20 November 2015, subject to adjustment in accordance with the Modified Following Business Day Convention
(iii)	Fixed Coupon Amount:	An amount per Note equal to the product of: (i) Specified Denomination; (ii) Fixed Rate of Interest; and (iii) the Fixed Day Count Fraction.
(iv)	Broken Amount (s):	Not Applicable
(v)	Fixed Day Count Fraction	30/360
(vi)	Determination Date(s):	Not Applicable
(vii)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	None
20.	Floating Rate Note Provisions:	Applicable
20.1		The Notes shall bear interest in respect of each Interest Period from and including the Interest Commencement Date to but excluding the Interest Payment Date falling on or nearest to 20 November 2013 in accordance with this item 20.1.
(i)	Interest Period(s):	3 months except the first Interest Period beginning on and including the Interest Commencement Date and ending on but excluding the Interest Payment Date falling on or nearest to February 20, 2009
(ii)	Specified Period(s)/Specified Interest Payment Dates:	Interest shall be payable quarterly in arrear on 20 February, 20 May, 20 August and 20 November in each year from and including 20 February 2009 (first short Interest Period) to and including 20 November 2013, subject to adjustment in accordance with the Business Day Convention
(iii)	Business Day Convention:	Modified Following Business Day Convention
(iv)	Additional Business Centre(s):	London and New York
(v)	Manner in which the Rate of Interest and Interest Amount is to be determined:	Screen Rate Determination
(vi)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent):	Citibank, N.A. London, responsible for calculating the Floating Rate of Interest and the Floating Rate Interest Amount from and including the Interest Commencement Date to but excluding the Interest Payment Date falling on or nearest to 20 November 2013.
(vii)	Screen Rate Determination:	Applicable
	- Relevant Rate:	3-month USD-LIBOR (or, in the case of the first Interest

Period, the rate determined through the use of a straight-line interpolation by reference to 1-month USD-LIBOR and 2-month USD-LIBOR).

- Interest Determination Date(s): Second London Business Day prior to the start of each Interest Period.

London Business Day means a day other than a Saturday or a Sunday on which commercial banks and foreign exchange markets settle payments in London.

- Relevant Time: 11:00 a.m. London time

- Primary Source for Floating Rate: Reuters Screen Page LIBOR01

- Reference Banks (if Primary Source is "Reference Banks"): Not Applicable

- Relevant Financial Centre: London

- Representative Amount: Not Applicable

- Effective Date: Not Applicable

- Specified Duration: Not Applicable

(viii) ISDA Determination: Not Applicable

(ix) Margin(s): + 3.70 per cent. per annum

(x) Minimum Rate of Interest: Not Applicable

(xi) Maximum Rate of Interest: Not Applicable

(xii) Floating Day Count Fraction: Actual/360

(xiii) Rate Multiplier: Not Applicable

(xiv) Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: Not Applicable

20.2 (i) Subsequent Rate of Interest Unless previously redeemed or purchased and cancelled in accordance with the Conditions and these Final Terms and provided that no Early Redemption Event has occurred prior to the relevant Spread Reset Date, the Notes shall bear interest at the relevant Subsequent Rate of Interest (as defined in item 36 below) determined in accordance with the provision of item 20.2(vi) "Subsequent Rate of Interest determination procedure", in respect of each Interest Period from and including the first Interest Reset Date to but excluding the Maturity Date.

A Subsequent Rate of Interest shall apply to each Interest Period falling in a Spread Period.

Spread Period means the period from and including one Interest Reset Date to but excluding the next succeeding Interest Reset Date or, as the case may be, the Maturity Date.

- (ii) Interest Period(s): 6 months
- (iii) Specified Period(s)/Specified Interest Payment Dates: Interest shall be payable semi-annually in arrear on 20 May and 20 November in each year from and including 20 May 2016 to and including the Maturity Date, subject to adjustment in accordance with the Business Day Convention
- (iv) Business Day Convention: Modified Following Business Day Convention
- (v) Additional Business Centre(s): London and New York
- (vi) Manner in which the Rate of Interest and Interest Amount is to be determined: **Subsequent Rate of Interest determination procedure:**

Unless the context otherwise requires, defined terms used in this item 20.2(vi) shall have the meanings set out in item 36 below.

The **Subsequent Rate of Interest** (expressed as a rate per annum) applicable to a Spread Period will be determined on the Spread Reset Date in respect of such Spread Period and will be equal to the sum of the Continuation Rate and the relevant **Spread**. The Subsequent Rate of Interest shall be determined by the Calculation Agent, in accordance with the following provisions:

- (1) Provided that no Early Redemption Event has occurred, the Calculation Agent shall, on a given Spread Reset Date, request each Quotation Dealer and the Matching Bidder to submit a Bid to the Calculation Agent and the Issuer, at or around the Spread Reset Time.
- (2) If one or more Bids and/or a Matching Bid is or are submitted, the Calculation Agent shall determine the relevant Spread and notify the Issuer of each Bid and/ or Matching Bid received on the basis of Bids received in accordance with the definition of "Spread" in item 36 below, the relevant Spread and the relevant Subsequent Rate of Interest;
- (3) Provided that no Mandatory Redemption Event has occurred and the Issuer has not elected to redeem the Notes pursuant to and in accordance with item 25, the Calculation Agent shall notify the Agent of the Subsequent Rate of Interest applicable to the Notes and the Agent will cause the same to be notified to the Noteholders (in accordance with Condition 13 (as amended by item 36 below)) no later than the relevant Interest Reset Date.
- (4) If no Bids or Matching Bid are submitted or if no Bid

Acceptance Notice is received by the Calculation Agent by 11:00am (London time) on the relevant Spread Reset Date (such event a **Mandatory Redemption Event**) each Note shall be redeemed in whole, on the next following Early Termination Date at the Fair Bond Value determined as of 4 London and New York Business Days prior to the Early Termination Date.

Without prejudice to the Matching Bidder's rights and obligations in relation to the determination of the Subsequent Rate of Interest and the submission of Bids, if, on or prior to the date falling 6 months prior to a Spread Reset Date, the Matching Bidder determines in good faith and in a commercially reasonable manner that (i) there is a change in law or regulation, or (ii) one or more metrics (including, but not limited to, funding, market, tax, accounting or regulatory metrics) alter the economics for the Matching Bidder providing a Bid such that (a) the Mandatory Bid Condition is unlikely to be satisfied; or (b) the Matching Bidder, in a commercially reasonable manner, is likely to provide a Bid with a Spread above 10%, in respect of such Spread Reset Date, the Matching Bidder shall inform the Issuer as soon as reasonably practicable thereafter but in any case no later than 6 months prior to the relevant Spread Reset Date.

Prior to a Spread Reset Date, the Matching Bidder shall provide indicative Bids in respect of the relevant Spread Reset Date to the Issuer from time to time upon request of the Issuer.

	(vii) Day Count Fraction	30/360.
21.	Zero Coupon Note Provisions:	Not Applicable
22.	Index Linked/ Other Variable Linked Interest Note Provisions:	Not Applicable
23.	Dual Currency Note Provisions:	Not Applicable
24.	Physical Delivery Note Provisions	Not Applicable

PROVISIONS RELATING TO REDEMPTION

25.	Issuer Call:	Applicable
	(i) Optional Redemption Date(s):	Each Early Termination Date (as defined in item 36 below)
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	The Fair Bond Value (as defined in item 36 below) determined on the 4 th London and New York Business Day prior to the relevant Optional Redemption Date.
	(iii) If redeemable in part:	Not Applicable
	(iv) Notice period (if other than as set out	No later than 11:00 (London time) on the 4 th London and

	in the Terms and Conditions):	New York Business Day (as defined in item 36 below) prior to the relevant Optional Redemption Date. For the avoidance of doubt, the Issuer shall not be allowed to give notice once the Issuer has confirmed orally by telephone to the Calculation Agent prior to the Bid Acceptance Deadline that it accepts a Bid.
	(v) Description of any other Issuer option	Not Applicable
26.	Investor Put:	Applicable
	(i) Optional Redemption Date(s):	Each Early Termination Date (as defined in item 36 below)
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	USD 100,000 per Note of USD 100,000 Specified Denomination
	(iii) Description of any other investor option	Not Applicable
	(iv) Notice period (if other than as set out in the Terms and Conditions):	30 London and New York Business Days (as defined in item 36 below).
27.	Final Redemption Amount:	USD 100,000 per Note of USD 100,000 Specified Denomination
28.	(i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 6(e)):	<p>If an Early Redemption Event occurs, the Early Redemption Amount of each Note shall, in all circumstances, be the Fair Bond Value, provided, however, following a redemption pursuant to Condition 6(d) (<i>Redemption at the option of Noteholders</i>) the Early Redemption Amount shall be at par (USD 100,000 per Note of USD 100,000 Specified Denomination) plus any accrued but unpaid interest calculated in respect of such Note.</p> <p>Other than in the case of an Early Redemption Event consisting of (i) the delivery of a notice by the relevant Noteholder declaring the relevant Note or Notes to be due and payable following the occurrence of an Event of Default pursuant to Condition 9 (<i>Events of Default</i>) or (ii) the delivery of a CDS Trigger Event Notice, the Fair Bond Value shall be determined by the Calculation Agent 4 London and New York Business Days prior to the relevant Early Redemption Date.</p> <p>In the case of an Early Redemption Event consisting of (i) the delivery of a notice by the relevant Noteholder declaring the relevant Note or Notes to be due and payable following the occurrence of an Event of Default pursuant to Condition 9 (<i>Events of Default</i>) or (ii) the delivery of a CDS Trigger Event Notice, the Fair Bond Value shall be determined by the Calculation Agent on the date on which such notice is effective.</p>

For the avoidance of doubt, the Fair Bond Value determined in respect of a Note shall be an amount not less than its nominal amount plus any accrued but unpaid interest.

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| (ii) | Redemption for taxation reasons permitted on days other than Specified Interest Payment Dates: | No |
| (iii) | Unmatured Coupons to become void upon early redemption: | No |
| 29. | Change of Control Put Option | Yes, provided that any Note in respect of which a Change of Control Put Option is exercised will be redeemed at the Fair Bond Value rather than its principal amount outstanding. |

GENERAL PROVISIONS APPLICABLE TO THE NOTES

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| 30. | Form of Notes: | Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes only upon an Exchange Event. |
| 31. | Financial Centre(s) or other special provisions relating to Payment Dates: | London and New York |
| 32. | Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): | Yes, in the event Notes in definitive form are issued. |
| 33. | Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and, if different from those specified in the Temporary Global Note, consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: | Not Applicable |
| 34. | Details relating to Instalment Notes: | Not Applicable |
| 35. | Redenomination applicable: | Redenomination not applicable |
| 36. | Other terms or special conditions: | <u>Definitions:</u> |

In these Final Terms, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

Bid means, in respect of any Quotation Dealer and the Matching Bidder, the spread in respect of the relevant Spread Period above (or (if applicable) below) the Continuation Rate on an “all-in” basis at or around the Spread Reset Time, for a quotation amount equal to the outstanding Aggregate Nominal Amount of the Notes and settlement on the relevant Interest Reset Date. A Bid (other than a Matching Bidder’s Bid) will be void and of no effect unless the Bidding Condition in respect of the relevant Quotation Dealer is satisfied on or prior to the relevant Spread Reset Date.

Bid Acceptance Notice means the notice in which the

Issuer confirms to the Calculation Agent its acceptance of the Spread as determined by the Calculation Agent in accordance with the definition of "Spread".

Bidding Condition is satisfied by a Quotation Dealer if such Quotation Dealer has, on or prior to submitting a Bid, entered into a bidding agreement with the Issuer and the then Matching Bidder, pursuant to which, *inter alia*, the parties agree that if the relevant Quotation Dealer's Bid shall constitute the Spread with respect to the relevant Spread Period, the Quotation Dealer shall:

- (i) purchase from the Matching Bidder (and the Matching Bidder shall agree to sell) on the Interest Reset Date immediately following such Spread Reset Date 100% of the outstanding Aggregate Nominal Amount of the Notes as of the Spread Reset Date, at their Fair Bond Value determined (A) as of such Spread Reset Date, at or around 10am London time on such Spread Reset Date for settlement on the relevant Interest Reset Date and (B) on the assumption, for the avoidance of doubt, that the Spread component of the Subsequent Rate of Interest applicable to the Spread Period commencing on the relevant Interest Reset Date will be equal to relevant Quotation Dealer's Bid;
- (ii) acquire the rights and undertake the obligations of the Matching Bidder as set out herein, in relation to the next Spread Reset Date; and
- (iii) with respect to any subsequent Spread Reset Date, should it decide not to exercise its right to submit a Matching Bid, sell 100% of the outstanding Aggregate Nominal Amount of the Notes as of the relevant Spread Reset Date at their relevant Fair Bond Value, determined as of the relevant Spread Reset Date, at or around 10am on the relevant Spread Reset Date for settlement on the relevant Interest Reset Date, to the Quotation Dealer whose Bid shall constitute the Spread.

For the avoidance of doubt the bidding agreement entered into between the Issuer, the then Matching Bidder and each Quotation Dealer shall be substantially in the form set out in Annex A and include indemnities and other contractual protections against the risk of non-performance by the relevant Quotation Dealer.

Calculation Agent means (other than for determining the Floating Rate of Interest and the Floating Rate Interest Amount set out in item 20.1 above) (a) prior to and including the Spread Reset Date in respect of the Interest Reset Date scheduled to fall on 20 November 2015, The Royal Bank of Scotland plc and (b) thereafter, the Matching Bidder at the relevant time, provided that if the Calculation Agent is in default of and is unable to perform its obligations hereunder as a result of becoming subject to judicial winding-up or other insolvency proceedings, the Issuer shall notify the

Noteholders immediately upon the default of the Calculation Agent and the Issuer shall consult with the Noteholders in good faith to agree on the appointment of an independent third party dealer to replace the Calculation Agent. All determinations made by the Calculation Agent will, in the absence of manifest error, be conclusive and binding on the Noteholders, the Agent, the Quotation Dealers and the Issuer.

CDS Trigger Event means the public announcement by ISDA that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Credit Event for the purposes of a relevant Credit Derivative Transaction has occurred with respect to Lafarge or any Obligation thereof. Capitalised terms used in this sub-clause but not otherwise defined shall have the meanings given to such terms in the 2003 ISDA Credit Derivatives Definitions published by ISDA incorporating the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement published on July 14, 2009 and the May 2003 Supplement to the 2003 ISDA Credit Derivatives Definitions.

Close-Out Amount has the meaning given to it in the 2002 ISDA Master Agreement in the form published by The International Swaps and Derivatives Association Inc provided that references therein to "Terminated Transaction" shall be to the Hypothetical Swap only and the "Determining Party" shall be deemed to be the Floating Rate Payer.

Continuation Rate means 5 per cent per annum.

Early Redemption Event means the occurrence of any of the following:

- the delivery by the Issuer of a notice of exercise of its right or obligation to redeem the Notes for tax reasons pursuant to Condition 6(b) (*Redemption for tax reasons*)
- the delivery by the Issuer of a notice of exercise of its right to redeem the Notes pursuant to Condition 6(c) (*Redemption at the option of the Issuer (Issuer Call)*)
- the delivery of a Put Notice by the relevant Noteholder pursuant to Condition 6(d) (*Redemption at the option of the Noteholders (Investor Put)*)
- the delivery of a notice by the relevant Noteholder declaring the relevant Note or Notes to be due and payable following the occurrence of an Event of Default pursuant to Condition 9 (*Events of Default*)
- the delivery of a Put Notice by the relevant Noteholder following a Change of Control pursuant to Condition 16 (*Change of Control*)

- the occurrence of a Mandatory Redemption Event
- the occurrence of a CDS Trigger Event, written notice of which has been delivered to the Issuer at the specified office of the Agent specifying (i) the nature of the CDS Trigger Event and (ii) the relevant Early Redemption Date (which shall be the first Business Day falling on or after the earlier of (i) 30 days after the date on which such notice is effective and (ii) the next Interest Reset Date falling at least 4 Business Days after the date on which such notice is effective) (a **CDS Trigger Event Notice**). A CDS Trigger Event Notice shall be deemed effective upon the date of receipt thereof by the Agent.

Early Redemption Date means the date on which the Notes shall become due and payable following the occurrence of an Early Redemption Event.

Early Termination Date means any of the Interest Payment Dates falling on or nearest to 20 November 2015, 20 November 2017, 20 November 2019, 20 November 2021, 20 November 2023, 20 November 2025, 20 November 2027, 20 November 2029, 20 November 2031, 20 November 2033, 20 November 2035, 20 November 2037.

Fair Bond Value means, in respect of any Note and any day, the sum as notified to the Issuer by the Calculation Agent (such notice, a Fair Bond Value Notice) of (i) the net present value of all remaining interest and principal payments in respect of the Hypothetical Bond (calculated using a discount rate for each payment based on the then USD LIBOR swap curve) (for the avoidance of doubt this net present value shall be equal to the nominal amount plus accrued but unpaid interest to (but excluding) such day, for the purposes of calculating the Fair Bond Value in case the settlement date in respect of a Bid or the Early Redemption Date, as the case may be, falls on an Interest Reset Date), (ii) the Fair Market Value of the Hypothetical Swap, and (iii) to the extent that a Quotation Dealer has submitted a successful Bid on a Spread Reset Date but an Early Redemption Date has occurred prior to the relevant Interest Reset Date, the Matching Bidder Costs, provided that if the Calculation Agent determines that the sum of (i), (ii), and (if relevant) (iii) is less than the nominal amount of the relevant Note plus accrued but unpaid interest, the Fair Bond Value of such Note shall be deemed to be equal to the nominal amount plus accrued but unpaid interest to (but excluding) such day.

For the avoidance of doubt, to the extent that there is accrued but unpaid interest in relation to the Notes, such interest will be for the account of the holder of the Notes on the Spread Reset Date and not for the account of any successful Quotation Dealer purchasing the Notes.

Fair Market Value of the Hypothetical Swap means an amount in US dollars, as determined in good faith by the Calculation Agent, equal to the Close-Out Amount of the Hypothetical Swap calculated using a discount curve based on the USD OIS rate, discounted to the early termination date of such Hypothetical Swap which would be payable to or by the Floating Rate Payer if an early termination date had been designated or deemed to occur on (i) other than in the case of an Early Redemption Event consisting of (A) the delivery of a notice by the relevant Noteholder declaring the relevant Note or Notes to be due and payable following the occurrence of an Event of Default pursuant to Condition 9 (*Events of Default*) or (B) the delivery of a CDS Trigger Event Notice, the 4th Business Day prior to the relevant Early Termination Date, the relevant Early Redemption Date or, as the case may be, the relevant Interest Reset Date on which settlement in respect of a Bid is to occur or (ii) In the case of an Early Redemption Event consisting of (A) the delivery of a notice by the relevant Noteholder declaring the relevant Note or Notes to be due and payable following the occurrence of an Event of Default pursuant to Condition 9 (*Events of Default*) or (B) the delivery of a CDS Trigger Event Notice, the Fair Bond Value shall be determined by the Calculation Agent on the date on which such notice is effective. Such amount shall be a positive amount if it is payable to the Floating Rate Payer by the Fixed Rate Payer and shall be a negative amount if it is payable by the Floating Rate Payer to the Fixed Rate Payer.

Immediately after receipt of a Fair Bond Value Notice; the Issuer may notify the Calculation Agent that it rejects the determination of the Fair Market Value of the Hypothetical Swap notified to it in the Fair Bond Value Notice

If the Issuer notifies the Calculation Agent that it rejects the determination of the Fair Market Value of the Hypothetical Swap, then, at 3 pm (London time) on the same day, the Calculation Agent shall request up to five leading dealers in interest rate derivatives of the same type as the Hypothetical Swap (which shall not include any Quotation Dealer which has submitted a Bid in respect of the immediately preceding Spread Reset Date) to provide firm bid quotations of the Close-out Amount. The Fair Market Value of the Hypothetical Swap will be equal to (x) such quotation (in the event that only one quotation is obtained) or (y) the weighted average of the quotations obtained (in the event that more than one quotation is obtained) provided that where three or more quotations are obtained, the highest and lowest quotations shall be disregarded (or if more than one quotation has the same highest or lowest value, one of such highest and/or lowest quotations shall be disregarded, as determined in good faith and in a commercially reasonable manner by the Calculation Agent), and, provided further that if no quotations are obtained, the Fair Bond Value of the Hypothetical Swap

shall be equal to the amount determined in good faith and in a commercially reasonable manner by the Calculation Agent.

Fixed Rate Payer and **Floating Rate Payer** have the meaning given to them in Annex B.

Hypothetical Swap means a hypothetical interest rate swap transaction deemed to be entered into between a Floating Rate Payer and a Fixed Rate Payer pursuant to the Master Agreement, the terms of which are described in Annex B, assuming that both parties are dealers of the highest credit standing which satisfy all the criteria that the Calculation Agent generally applies at the time in deciding whether to offer or make an extension of credit (a **Hypothetical Counterparty**).

Hypothetical Bond means a hypothetical debt security deemed to have been issued by the Issuer and having the same terms and conditions as the Notes except the terms will be deemed to provide that such bond will be redeemed on (i) in the case of a settlement date in respect of a Bid, an Early Termination Date or an Early Redemption Date, in each case falling on an Interest Reset Date, the relevant Interest Reset Date or (ii) in the case of an Early Redemption Date not falling on an Interest Reset Date, the Interest Reset Date immediately following the relevant Early Redemption Date.

Interest Reset Date means any of the Interest Payment Dates falling on or nearest to 20 November 2015, 20 November 2017, 20 November 2019, 20 November 2021, 20 November 2023, 20 November 2025, 20 November 2027, 20 November 2029, 20 November 2031, 20 November 2033, 20 November 2035, 20 November 2037.

Issuer Credit Swap Spread means either: (i) the 2 year credit default swap spread of the Issuer (offer level); or (ii) the 5 year credit default swap spread of the Issuer (offer level), if any, as determined by the Calculation Agent at its sole discretion but in good faith on the basis of quotes in the credit default swap market.

London and New York Business Day means a day other than a Saturday or a Sunday on which commercial banks and foreign exchange markets settle payments in London and New York.

Mandatory Bid Condition will be satisfied if, at the relevant time, the Calculation Agent determines in good faith and in a commercially reasonable manner that it is reasonably practicable to determine the Issuer Credit Swap Spread at the relevant time, for a quotation amount equal to the product of (i) the number of Notes outstanding and (ii) the Fair Bond Value in respect of each Note, at the relevant time; provided that if, following the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation on or prior to a Spread Reset Date, it

becomes unlawful in the applicable jurisdiction for the Matching Bidder to submit a Bid or to fund the purchase of the Notes on the relevant Interest Reset Date, the Mandatory Bid Condition shall be deemed not to have been met. The Matching Bidder shall be required to submit a Bid if Mandatory Bid Condition is satisfied.

Master Agreement means a hypothetical ISDA Master Agreement (2002 ISDA Master Agreement as published by the International Swaps and Derivatives Association Inc.) deemed to be entered into between the Floating Rate Payer and the Fixed Rate Payer with no elections made in the Schedule to the 2002 Master Agreement save that English Law shall be deemed to be the governing law and US Dollars shall be deemed to be the Termination Currency.

Matching Bid means a Bid submitted by the Matching Bidder having the same value as the Bid which would otherwise constitute the Spread pursuant to paragraph (a), (b) or paragraph (c) of the definition of Spread.

Matching Bidder means, in respect of the Spread Reset Date in respect of the Interest Reset Date scheduled to fall on 20 November 2015, The Royal Bank of Scotland plc; and in respect of the Spread Reset Date in respect of each Interest Reset Date thereafter, the Quotation Dealer (or, as the case may be, the Matching Bidder) whose Bid has constituted the Spread in respect of the immediately preceding Interest Reset Date.

Matching Bidder Costs means an amount notified by the Matching Bidder to the Calculation Agent equal to the aggregate of any costs, losses or gains that are or would be incurred or realised under then prevailing circumstances in termination, liquidating or re-establishing any credit or funding hedging arrangements that have been entered into in order to hedge its rights and obligations as Matching Bidder under the Notes. If such amount is a loss or cost it shall be a positive number and if such amount is a gain it shall be a negative number.

Quotation Dealers means the principal London office of up to four major banks in the London inter-bank market which (A) are incorporated in G7 member states, (B) have long-term debt ratings of at least (x) A- by Standard & Poor's, a division of The McGraw Hill Companies, Inc. (or any successor to the rating business thereof), or (y) A3 by Moody's Investors Service, Inc. (or any successor to the rating business thereof), and (C) in the ordinary course of their business deal in obligations of the same type as the Notes, as selected by the Issuer and notified to the Calculation Agent no more than 30 Business Days prior to the relevant Spread Reset Date. A Quotation Dealer may submit a Bid to the Calculation Agent only if the Bidding Condition is satisfied. If the Issuer does not notify the Calculation Agent of the selection of Quotation Dealers as aforesaid, the Issuer shall, no less than 30 Business Days prior to the relevant Spread Reset Date

notify in writing the Matching Bidder of its intention to designate the Matching Bidder on the relevant Spread Reset Date as the sole provider of a Bid without seeking any Bids from Quotation Dealers.

Rating Agencies means Standard & Poor's, a division of The McGraw-Hill Companies, Inc. (or any successor to the rating business thereof), and/or Moody's Investors Service, Inc. (or any successor to the rating business) and/or any other rating agency of equivalent international assigning a public solicited rating to the Issuer.

Spread means, with respect to the determination of any Subsequent Rate of Interest, the lowest Bid obtained by the Calculation Agent at or around the Spread Reset Time, in accordance with the following provisions and in respect of which the Calculation Agent has received a Bid Acceptance Notice from the Issuer promptly after the Spread Reset Time and by no later than 11:00am London time on the relevant Spread Reset Date (the **Bid Acceptance Deadline**):

(a) if more than one Bid is submitted, the lowest such Bid shall constitute the Spread;

(b) if two or more Bids have the same lowest value, then one or more of such lowest Bids shall be disregarded by the Calculation Agent in good faith, after consultation with the Issuer, and the remaining lowest Bid shall constitute the Spread;

(c) if only one Bid is obtained, such Bid shall constitute the Spread;

provided that in the case of (a), (b) and (c) above, the Matching Bidder shall have the right (but shall be under no obligation) to submit a Matching Bid, promptly after the selection of the lowest bid on the relevant Spread Reset Date, in which event such Matching Bid shall constitute the Spread and provided further that (i) subject to sub-paragraph (ii) below, if the Calculation Agent has not received a Bid Acceptance Notice from the Issuer by the Bid Acceptance Deadline, no Bid shall be deemed to have been obtained and (ii) if the Issuer has confirmed orally by telephone to the Calculation Agent prior to the Bid Acceptance Deadline that it accepts a Bid then any subsequent failure by the Issuer to provide a Bid Acceptance Notice shall not affect the validity of the Bid obtained.

Spread Reset Date means the day that falls 4 London and New York Business Days prior to a given Interest Reset Date.

Spread Reset Time means 10:00 a.m. (London time) on each Spread Reset Date.

Subsequent Rate of Interest is defined in item 20.2(vi) above.

Terminated Transaction has the meaning given to it in

the 2002 ISDA Master Agreement in the form published by The International Swaps and Derivatives Association Inc.

The last sentence of paragraph 2 of Condition 13 shall be deemed deleted in its entirety and replaced with the following:

“Any such notice shall be deemed to have been given to the holders of the Notes on the day on which the said notice is given to Euroclear and/or Clearstream, Luxembourg.”

DISTRIBUTION

- | | | | |
|-----|-------|--|---|
| 37. | (i) | If syndicated, names and addresses of Managers (specifying Lead Manager): | Not Applicable |
| | (ii) | Date of Subscription Agreement (if any): | 19 December 2008 |
| | (iii) | Stabilising Manager (if any): | Not Applicable |
| 38. | | If non-syndicated, name and address of relevant Dealer: | BNP PARIBAS
10 Harewood Avenue
London NW1 6AA
United Kingdom |
| 39. | | Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: | TEFRA D |
| 40. | | Total commission and concession: | None |
| 41. | | Non-exempt Offer | Not Applicable |
| 42. | | Additional selling restrictions: | Not Applicable |

OPERATIONAL INFORMATION

- | | | | |
|-----|--|---|--------------------------|
| 43. | | ISIN Code: | XS0406402668 |
| 44. | | Common Code: | 040640266 |
| 45. | | Any clearing system(s) other than Euroclear and Clearstream Banking, société anonyme and the relevant identification number(s): | Not Applicable |
| 46. | | Delivery: | Delivery against payment |
| 47. | | Additional Paying Agent(s) (if any): | Not Applicable |

LISTING AND ADMISSION TO TRADING APPLICATION

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the €9,000,000,000 Euro Medium Term Note Programme of Lafarge.

- | | | |
|-------|---|---|
| (i) | Listing: | On the official list of the Luxembourg Stock Exchange |
| (ii) | Admission to trading: | Application has been made for the Notes to be admitted to the official list and traded on the regulated market of the Luxembourg Stock Exchange with effect from the Issue Date |
| (iii) | Estimate of total expenses related to admission to trading: | EUR 10,300 |

POST ISSUANCE INFORMATION

The Issuer does not intend to issue any post-issuance information concerning the underlying in connection with the issue of Notes.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of the Issuer:

By: *Nicolas VANIET*

Duly authorised



PART B – OTHER INFORMATION

1. RATINGS

Ratings:

The Notes to be issued have been rated:

S&P: BBB

Moody's: Baa2

As defined by Standard & Poors, an obligation rated BBB exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.

As defined by Moody's, obligations rated Baa are subject to moderate credit risk. They are considered medium-grade and as such may possess certain speculative characteristics.

2. RISK FACTORS

Not Applicable

3. NOTIFICATION

Not Applicable

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

Not Applicable

5. THIRD PARTY INFORMATION AND STATEMENT BY EXPERTS AND DECLARATIONS OF ANY INTEREST

Not Applicable

6. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

Reasons for the offer:

See "Use of Proceeds" wording in Base Prospectus

7. YIELD (Fixed Rate Notes only)

Indication of yield:

Not Applicable

8. HISTORIC INTEREST RATES (*Floating Rate Notes only*)

For information purposes only, historical data for USD-LIBOR may be found on website : www.bba.org.uk

9. PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING (*Indexed Notes only*)

Not Applicable

10. PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT (*Dual Currency Notes only*)

Not Applicable

11. 2. EXPLANATION OF EFFECT ON VALUE OF INVESTMENT, RETURN ON DERIVATIVES SECURITIES AND INFORMATION CONCERNING THE UNDERLYING (*Derivative securities only*)

Not Applicable

12. TERMS AND CONDITIONS OF THE OFFER

Not Applicable

Annex A

FORM OF BIDDING AGREEMENT

THIS AGREEMENT is made on [●] **BETWEEN:**

- (1) **LAFARGE**, a company incorporated under the laws of France, whose registered office is 61, rue des Belles Feuilles 75116 Paris, France (the **Issuer**);
- (2) [●] (the **Current Matching Bidder**); and
- (3) [●] (the **Acceding Quotation Dealer**),

each a **Party** and together the **Parties**.

WHEREAS:

- (A) LAFARGE has issued on 23 December, 2008 USD 200,000,000 Puttable Callable Reset Notes due 2038 (the **Notes**) pursuant to its EUR 9,000,000,000 Euro Medium Term Note Programme.
- (B) The terms and conditions of the Notes (the **Terms and Conditions**) (as set out in the Final Terms dated 19 December, 2008, as amended and restated on [date] 2013 and the Base Prospectus dated 14 April 2008) provide that a purported Bid (as defined therein) will be void and of no effect unless the relevant Quotation Dealer has entered into a bidding agreement prior to submitting such Bid. The Parties hereto intend that this Agreement shall constitute a bidding agreement in respect of the Notes.

IT IS AGREED as follows:

1. Interpretation

Capitalised terms not otherwise defined herein shall have the meanings given to them in the Terms and Conditions.

2. The Acceding Quotation Dealer

- (a) The Parties agree that the Acceding Quotation Dealer shall perform the role of Quotation Dealer subject to and in accordance with the Terms and Conditions for the purposes of the Spread Reset Date scheduled to fall on [●] and each subsequent Spread Reset Date (each a **Relevant Spread Reset Date**), subject to either (i) the removal of the Acceding Quotation Dealer pursuant to clause 6 or (ii) the Acceding Quotation Dealer becoming the Matching Bidder, in which latter event subparagraph (c) of this clause 2 shall apply.
- (b) The Acceding Quotation Dealer, when performing the role of Quotation Dealer, shall irrevocably be bound by its Bid from its submission.
- (c) The Parties agree that, in respect of any Relevant Spread Reset Date, if, in accordance with the Terms and Conditions, the Acceding Quotation Dealer's Bid shall constitute the Spread with respect to the relevant Spread Period, then on such Relevant Spread Reset Date: (i) the Acceding Quotation Dealer shall purchase from the Matching Bidder 100% of the outstanding Aggregate Nominal Amount of Notes, at the Fair Bond Value as of the Relevant Spread Reset Date, for settlement on the Interest Reset Date immediately following such Relevant Spread

Reset Date; (ii) the Current Matching Bidder shall sell 100% of the outstanding Aggregate Nominal Amount of Notes to the Acceding Quotation Dealer, at the Fair Bond Value as of the Relevant Spread Reset Date, for settlement on the Interest Reset Date immediately following such Spread Reset Date (iii) the Acceding Quotation Dealer shall become the Matching Bidder and the Calculation Agent and shall acquire the rights and obligations ascribed in the Terms and Conditions of the Notes to the Matching Bidder and the obligations ascribed in the Terms and Conditions of the Notes to the Calculation Agent, in each case, from and including the relevant Interest Reset Date to, but excluding the Interest Reset Date, if any, in respect of which a new Matching Bidder is appointed in accordance with the relevant bidding agreement and the Terms and Conditions.

- (d) Unless otherwise agreed in writing between the parties and to the extent reasonably practicable, the aforesaid settlement of the Notes shall be made on a delivery versus a payment basis.

3. Representations and Warranties

- (a) Each Party hereby represents and warrants to each other Party that:

- (i) it is a company duly formed, and validly existing, and in good standing under the laws of the jurisdiction of its incorporation;
- (ii) it has full capacity and authority to execute and deliver this Agreement and to exercise the rights and perform the obligations set out herein and it has obtained the licences, permits, authorisations, consents and/or approvals necessary to do so;
- (iii) this Agreement has been duly and validly authorised and the obligations arising hereunder are its legal, valid and binding obligations enforceable in accordance with their terms subject to the laws of bankruptcy and other laws affecting the rights of creditors generally; it will not, by entering into this Agreement and performing its obligations hereunder, breach or cause to be breached any undertaking, agreement, contract, company by-law or other constitutional document to which it is a party or by which it is bound or breach, or cause to be breached any statute, law, regulation or decision of any court, governmental body or administrative agency having jurisdiction over it; and
- (iv) it will inform the other Parties of the occurrence of any event or change of circumstances which would make any of the above representations and warranties inaccurate or incomplete in any material respect.

- (b) The Acceding Quotation Dealer hereby represents and warrants to the Issuer and the Current Matching Bidder that:

- (i) it has made its own independent appraisal of the legal, financial, taxation and accounting risks and rewards associated with the Notes and this Agreement;
- (ii) it has received a copy of, read, understood and, to the extent necessary, obtained independent legal and taxation advice in relation to, the Terms and Conditions of the Notes;
- (iii) it has the necessary skills, staff and systems to fulfil its duties hereunder properly and professionally;

- (iv) there are no pending, threatened or contemplated, actions, suits, proceedings or investigations before or by any court, governmental, administrative or regulatory body, board of trade, exchange or arbitration panel to which the Acceding Quotation Dealer is subject which might reasonably be expected to impair the Acceding Quotation Dealer's ability to discharge its obligations hereunder; and
- (v) it is a major bank in the London inter-bank market which (A) is incorporated in a G7 member state, (B) has long-term debt ratings of at least (x) A- by Standard & Poor's or (y) A3 by Moody's and (C) in the ordinary course of its business deals in obligations of the same type as the Notes.

4. **Taxation**

Unless otherwise agreed, all money payable by one party (the **Payor**) to another party (the **Payee**) shall be paid free and clear of, and without withholding or deduction for, any taxes or duties of whatsoever nature imposed, levied, collected, withheld or assessed by any authority having power to tax, unless the withholding or deduction of such taxes or duties is required by law. In that event, unless otherwise agreed, the Payor shall pay such additional amounts as will result in the net amounts receivable by the Payee (after taking account of such withholding or deduction) being equal to such amounts as would have been received by the Payee had no such taxes or duties been required to be withheld or deducted.

5. **Indemnity**

The Acceding Quotation Dealer agrees to indemnify and hold harmless the Issuer and the Current Matching Bidder and each of their respective affiliates, officers, employees and agents (each an **Indemnified Party**) from and against (and will reimburse each Indemnified Party as the same are incurred) any claims, actions, losses, damages, liabilities, costs or expenses, including reasonable attorneys' fees and other legal expenses, which an Indemnified Party may suffer or incur or which may be made against it relating to or arising from any breach by the Acceding Quotation Dealer of the provisions of this Agreement except such as may result from the wilful default or gross negligence of the Issuer or the Current Matching Bidder.

6. **Removal**

The Issuer may terminate the appointment of the Acceding Quotation Dealer as a Quotation Dealer at any time upon the giving of not less than [10] Business Days' written notice thereof to each other Party, whereupon this Agreement shall terminate.

If the Acceding Quotation Dealer becomes Matching Bidder and Calculation Agent, the Issuer may terminate the appointment of the Acceding Quotation Dealer as Matching Bidder and Calculation Agent at any time if it is in default of and is unable to perform its obligations hereunder as a result of becoming subject to judicial winding-up or other insolvency proceedings upon the giving of not less than [10] Business Days' written notice thereof to each other Party, whereupon this Agreement shall terminate.

7. **Confidentiality**

Except as may be required by law or legal process or governmental or regulatory authority, each Party hereto and each of its officers, employees, agents and affiliates shall not disclose in any

manner to any person the terms or subject matter of this Agreement without the other Parties' prior written consent.

8. Relationship

The Parties acknowledge and agree that neither this Agreement nor the Terms and Conditions shall give rise to any partnership, joint venture or fiduciary relationship between any of the Parties. Each of the Acceding Quotation Dealer and the Current Matching Bidder shall be independent contractors with respect to the Issuer, except to the extent that the Current Matching Bidder performs the role of Calculation Agent, in which respect it shall be an agent of the Issuer.

9. Termination

This Agreement shall terminate upon the earlier of (i) the removal of the Acceding Quotation Dealer in accordance with clause 6 and (ii) the redemption of the Notes in accordance with the Terms and Conditions. The provisions of clauses 5, 7 and 8 above will survive any termination of this Agreement.

10. Governing Law and Jurisdiction

10.1 This Agreement is governed by, and shall be construed in accordance with, English law.

10.2 The Parties agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly submit to the exclusive jurisdiction of the courts of England.

10.3 Each of [●] and [●] hereby appoints [●] and [●] respectively at its registered office for the time being in England] to accept service of any process in connection herewith on its behalf.

11. Notices

11.1 Any notice or notification in any form to be given to the Issuer may be delivered in person or sent by fax or telephone addressed to:

LAFARGE

Attention of: ***

11.2 Any notice or notification in any form to be given to the Current Matching Bidder may be delivered in person or sent by fax addressed to:

[name of Matching Bidder]

[Address]

Fax Number: []

Attention of: []

- 11.3 Any notice or notification in any form to be given by to the Acceding Quotation Dealer may be delivered in person or sent by fax addressed to:

[name of Acceding Quotation Dealer]

[Address]

Fax Number: []

Attention of: []

- 11.4 Any such notice or notification shall be in English and shall take effect, in the case of a letter, at the time of delivery, in the case of fax, at the time of despatch.

12. Miscellaneous

- 12.1 Time shall be of the essence of this Agreement.
- 12.2 The heading to each clause is included for convenience only and shall not affect the construction of this Agreement.
- 12.3 This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party may enter into this Agreement by executing a counterpart.
- 12.4 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

AS WITNESS the hands of the parties (or their duly authorised representatives) on the date which appears first on page 1.

Annex B
Hypothetical Swap

Counterparty A	The Matching Bidder
Counterparty B	Hypothetical Counterparty
Swap Start Date	For the purposes of calculating Fair Bond Value, the Interest Reset Date immediately following the relevant Calculation Date.
Swap Maturity Date	20 November 2038, subject to adjustment in accordance with the Business Day Convention
Nominal Amount	\$200,000,000
Fixed Rate Payer	Counterparty B
Fixed Rate	5.00%
Floating Rate Payer	Counterparty A
Floating Rate	The rate updated and displayed on Reuters Screen Page LIBOR01 for 3M USD LIBOR at or around 11H00 London Time, 2 London business days prior to the start of the Payment Period.
Cancellation Option	Counterparty A has the right but not the obligation on each Interest Reset Date to cancel this swap upon giving notice no later than 13:00 (London time) on the 30 th London and New York Business Day prior to the relevant Interest Reset Date.
Interest Reset Date	20 November 2015, 20 November 2017, 20 November 2019, 20 November 2021, 20 November 2023, 20 November 2025, 20 November 2027, 20 November 2029, 20 November 2031, 20 November 2033, 20 November 2035, 20 November 2037
Floating Rate Payment Dates	Quarterly in arrear on 20 February, 20 May, 20 August and 20 November in each year from and including the date falling 6 months after the Swap Start Date to and including the Swap Maturity Date, subject to adjustment in accordance with the Business Day Convention.
Floating Rate Payment Period	From and including the Swap Start Date to but excluding the first Floating Rate Payment Date and thereafter from and including the Floating Rate Payment Date to but excluding the next succeeding Floating Rate Payment Date.
Floating Rate Day Count Fraction	Act/360
Fixed Rate Payment Dates	Semi-annually in arrear on 20 May, 20 November in each year from and including the date falling 6 months after the Swap Start Date to and including the Swap Maturity Date, subject to adjustment in accordance with the Business Day Convention.

Fixed Rate Payment Period	From and including the Swap Start Date to but excluding the first Fixed Rate Payment Date and thereafter from and including the Fixed Rate Payment Date to but excluding the next succeeding Fixed Rate Payment Date.
Fixed Rate Day count Fraction	30/360, adjusted
Business Days	London and New York
Business Day Convention	Modified Following Business Day Convention
Calculation Agents	The Calculation Agent (as defined in the Final Terms)
Governing Law	English Law