

AMENDED AND RESTATED FINAL TERMS

11 June, 2013

(which amends and restates the Final Terms dated 5 June, 2013, which amended and restated the Final Terms dated 11 February, 2009)

LAFARGE

Issue of USD 100,000,000 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, the second supplement to the Base Prospectus dated 24 November, 2008 and the third supplement to the Base Prospectus dated 22 January, 2009 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.

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| 1. Issuer: | LAFARGE |
| 2. (i) Series Number: | LAFMTN023 |
| (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 100,000,000 |
| - Series: | USD 100,000,000 |
| 5. (i) Issue Price of Tranche: | 100 per cent. of the Aggregate Nominal Amount |
| (ii) Net Proceeds | USD 100,000,000 |
| 6. Specified Denominations: | USD 100,000 |

7.	Issue Date and Interest Commencement Date:	13 February 2009
8.	Maturity Date:	The earlier of (a) the Interest Payment Date scheduled to fall on or nearest to 20 November 2038 and (b) the Interest Reset Date immediately following the date on which a CDS Trigger Event occurs (as defined in item 36 below).
9.	Form of Notes	Bearer
10.	Type of Notes	Puttable Callable Reset Notes
11.	Interest Basis:	<ul style="list-style-type: none"> - USD-LIBOR + 7.89 percent. per annum Floating Rate, from and including the Interest Commencement Date to but excluding the Interest Payment Date falling on or nearest to 20 November 2013; - the Fixed Rate, in respect of the period from and including the Interest Payment Date 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 items 19 and 20 below)</p>
12.	Redemption/Payment Basis:	Upon redemption, the Final Redemption Amount shall be payable in respect of each Note.
13.	Change of Interest Basis or Redemption/Payment Basis:	Resettable rate of interest. See items 19, 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 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:	12.85 % 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 May 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 May 2009 (first long 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/Reference 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 3-month USD-LIBOR and 4-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/Relevant Screen Page:	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):	+ 7.89 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	<p>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.</p> <p>A Subsequent Rate of Interest shall apply to each Interest Period falling in a Spread Period.</p> <p>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.</p>
	(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:
 - (i) determine the relevant Spread; and
 - (ii) notify the Issuer of each Bid and/or Matching Bid received and the relevant Spread and the relevant Subsequent Rate of Interest,

on the basis of Bids received in accordance with the definition of "Spread" in item 36 below.
- (3) If no Bids or Matching Bid are submitted (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. The Issuer shall give at least two days' notice of such redemption to the Noteholders in accordance with Condition 13 (as amended by item 36 below), provided that the redemption of the Notes by the Issuer shall not be conditional upon the giving of such notice.
- (4) 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.

The Matching Bidder shall be required to submit a Bid to the Calculation Agent if the Mandatory Bid Condition is satisfied.

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 there is a change in (i) law or regulation, or (ii) one or more metrics (including, but not limited

to, funding, market, tax, accounting or regulatory metrics) that 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, acting in good faith and 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.

	(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 in the Terms and Conditions):	No later than 11:00 (London time) on the 4 th London and New York Business Day (as defined in item 36 below) prior to the relevant Optional Redemption Date.
	(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. Accrued but unpaid interest to (but excluding) the Optional Redemption Date will also be paid.
	(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:	If the Maturity Date occurs on an Interest Reset Date immediately following a date on which a CDS Trigger Event has occurred, then the Final Redemption Amount in respect of each Note of a Specified Denomination will be equal to an amount,

as determined by the Calculation Agent on the second Business Day immediately following the date on which a CDS Trigger Event occurs, calculated in accordance with the following formula:

$$\text{Specified Denomination} \times \left[1 + \text{Max} \left(0 ; \frac{\text{Fair Bond Value}}{\text{Specified Denomination}} - 1 \right) \right]$$

If the Maturity Date occurs on the Interest Payment Date scheduled to fall on or nearest to 20 November 2038 and a CDS Trigger Event has not occurred, then the Final Redemption Amount in respect of each Note of a Specified Denomination will be equal to the Specified Denomination.

On the Maturity Date, the outstanding principal balance of each Note of a Specified Denomination will be equal to the Final Redemption Amount as determined above.

If the Final Redemption Amount is not paid in full on the Maturity Date, interest will accrue on the Final Redemption Amount under Condition 4(e). The interest rate for this purpose will be the interest rate in effect immediately prior to the Maturity Date. For the avoidance of doubt, no further Spread Reset Dates or Interest Reset Dates will occur after the Maturity Date, and there shall be no determination of a new Subsequent Rate of Interest in respect of any period commencing on or after the Maturity Date.

As of the occurrence of a CDS Trigger Event, the Matching Bidder will have no further obligations and, without prejudice to any rights it may have in its capacity as Noteholder, the Matching Bidder will have no further rights in respect of its role as Matching Bidder.

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| 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 other than under Condition 6(c) (<i>Redemption at the option of the Issuer (Issuer Call)</i>) or Condition 6(d) (<i>Redemption at the option of Noteholders (Investor Put)</i>), the Early Redemption Amount of each Note shall be the Fair Bond Value.</p> <p>If an Early Redemption Event occurs pursuant to Condition 6(c) (<i>Redemption at the option of the Issuer (Issuer Call)</i>) or Condition 6(d) (<i>Redemption at the option of Noteholders (Investor Put)</i>), the Notes shall be redeemed at the Optional Redemption Amount specified in items 25(ii) and 26(ii), respectively.</p> <p>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>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.</p> |
| | (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 the Optional Redemption Price specified in Condition 16 (*Change of Control*).

GENERAL PROVISIONS APPLICABLE TO THE NOTES

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: Definitions:

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 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 and remains satisfied on the relevant Spread Reset Date in each case in the determination of the Calculation Agent acting in good faith and a commercially reasonable manner.

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 or the relevant Noteholders (and the Matching Bidder shall agree to sell or procure that the relevant Noteholders will 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, (A) at the Fair Bond Value determined as of 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 the 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;
- (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 for settlement on the relevant Interest Reset Date, to the Quotation Dealer whose Bid shall constitute the Spread; and
- (iv) agree that 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,

and the Issuer will release the existing Matching Bidder from any further obligations.

For the avoidance of doubt the bidding agreement entered into between the Issuer, the then Matching Bidder and each Quotation Dealer shall be in all material respects 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, Citigroup Global Markets Limited 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, 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 leading 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 the Issuer or any Obligation of Lafarge. Capitalised terms used in this definition 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.

Determining Party has the meaning given to it in the 2002 ISDA Master Agreement in the form published by The International Swaps and Derivatives Association Inc.

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 (as defined in item 20.2(vi) above).

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, and 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 for the purposes of calculating the Fair Bond Value in case the settlement date, the Early Redemption Date or the Maturity Date (following the occurrence of a CDS Trigger Event), as the case may be, falls on an Interest Reset Date) and (ii) the Fair Market Value of the Hypothetical Swap,

provided that if the Calculation Agent determines that the sum of (i) and (ii) 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 (a) on the 4th London and New York Business Day prior to the relevant Early Termination Date, Early Redemption Date or the settlement date in respect of a sale of the Notes to a Quotation Dealer in accordance with the Bidding Condition, as the case may be; (b) where a Maturity Date occurs following the occurrence of a CDS Trigger Event, the second London and New York Business Day following the date on which the relevant CDS trigger event occurred; or (c) for the purpose of the Mandatory Bid Condition on the Spread Reset Date. 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 15:00 (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 estimates of the Close-out Amount based on firm quotations. The Fair Market Value of the Hypothetical Swap will be equal to (x) such estimate (in the event that only one estimate is obtained) or (y) the arithmetic average of the estimates obtained (in the event that more than one estimate is obtained) provided that where three or more estimates are obtained, the highest and lowest estimates shall be disregarded (or if more than one estimate has the same highest or lowest value, one of such highest and/or lowest estimates shall be disregarded, as determined in good faith and in a commercially reasonable manner by the Calculation Agent), and, provided further that if no estimates based on firm quotations are obtained, the Fair Market 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 Bond means a hypothetical debt security having the same terms and conditions as the Notes except the terms will be deemed to provide that such bond will be redeemed at the Specified Denomination together with accrued but unpaid interest on (i) 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, with no other interest payable thereafter.

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**).

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, and 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.

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, Citigroup Global Markets Limited or such other entity as may be appointed by the Issuer as Matching Bidder with the agreement of Citigroup Global Markets Limited; 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 or such other entity as may be appointed by the Issuer as Matching Bidder with the agreement of the then current Matching Bidder.

Quotation Dealers means the principal London office of up to four major banks in the London inter-bank market which (A) are incorporated in Canada, France, Germany, Italy, Japan, the United Kingdom or the United 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 prior to the relevant Spread Reset Date. A Quotation Dealer's Bid to the Calculation Agent will only be valid if the Bidding Condition is satisfied.

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:

(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; or

(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, subject to the Mandatory Bid Condition, 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.

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 Transactions has the meaning given to it in the 2002 ISDA Master Agreement in the form published by the

International Swaps and Derivatives Association.

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.”

Notwithstanding the first paragraph of Condition 13, the Issuer shall: (a) for so long as the Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, deliver all notices regarding the Notes to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes; and (b) for so long as the Notes are listed on the Luxembourg Stock Exchange, publish all notices regarding the Notes on the website of the Luxembourg Stock Exchange.

Condition 15 shall not apply. Further Notes having the same terms as the Notes constituted by this Final Terms may only be issued and consolidated with the Notes to form a single series with the consent of 100% of the Noteholders.

Condition 18(c) is amended by the replacement of Lafarge Building Materials Limited as process agent with its current registered address at Regent House, Station Approach, Dorking, Surrey RH4 1TH.

DISTRIBUTION

- | | | | |
|-----|-------|--|---|
| 37. | (i) | If syndicated, names and addresses Managers (specifying Lead Manager): | Not Applicable |
| | (ii) | Date of Subscription Agreement (if any): | 11 February 2009 |
| | (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: | XS0413433979 |
|-----|------------|--------------|

- | | | |
|-----|---|--------------------------|
| 44. | Common Code: | 041343397 |
| 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 9,600 |

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: *Gilles VANUERBERGHE*
Duly authorised



PART B – OTHER INFORMATION

1. RATINGS

Ratings:

The Notes to be issued have been rated:

S&P: BBB

Moody's: Baa3

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 the **Current Calculation Agent**); and
- (3) [●] (the **Acceding Quotation Dealer**),

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

WHEREAS:

- (A) LAFARGE has issued on 13 February, 2009 USD 100,000,000 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 11 February 2009, as amended and restated on [date] 2013, as annexed hereto, 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 with the then Matching Bidder and the Issuer 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 [●] (the **Relevant Spread Reset Date**).
- (b) The Acceding Quotation Dealer, when performing the role of Quotation Dealer, shall irrevocably be bound by its Bid from the date on which it submits such Bid.
- (c) The Parties agree that, in respect of the Relevant Spread Reset Date, if, in accordance with the Terms and Conditions, the Acceding Quotation Dealer's Bid constitutes 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 and/or the relevant Noteholders at the relevant time, 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 or procure the sale of 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; and

(iii) the Acceding Quotation Dealer:

1. shall become the Matching Bidder and the Calculation Agent in accordance with the definition of Calculation Agent at item 36 of the Final Terms; and
2. 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) The parties agree that, in circumstances where the Acceding Quotation Dealer becomes the Matching Bidder, if 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 Issuer shall pay to the Acceding Quotation Dealer, acting in its capacity as Matching Bidder, the Matching Bidder Costs. For this purpose, "**Matching Bidder Costs**" means an amount notified by the Acceding Quotation Dealer, acting in its capacity as 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.
- (e) 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, warrants and undertakes, as the case may be, 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;
 - (iv) 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

- (v) 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, warrants and undertakes, as the case may be, 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 Canada, France, Germany, Italy, Japan, the United Kingdom or the United States, (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, the Current Calculation Agent 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, the Current Calculation Agent or the Current Matching Bidder, as the case may be.

If the Acceding Quotation Dealer becomes Matching Bidder and Calculation Agent, the Issuer shall indemnify the Acceding Quotation Dealer in its capacity as Matching Bidder and Calculation Agent against any losses, liabilities, costs, claims, actions, demands or expenses (including, but

not limited to, all reasonable costs, legal fees, charges and expenses paid or incurred in disputing or defending any of the foregoing) which it may incur or which may be made against it as a direct result of or in direct connection with its appointment or the exercise of its powers and duties hereunder except such as may result from its own wilful default or negligence or that of its officers, directors or employees or the breach by it of the terms of this Agreement.

6. Termination by Issuer

- 6.1 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.
- 6.2 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 upon the giving of not less than [10] Business Days' written notice thereof to the Acceding Quotation Dealer acting in its capacity as Matching Bidder and Calculation Agent, whereupon this Agreement shall terminate.
- 6.3 If not terminated earlier pursuant to clauses 6.1 and 6.2 above, this Agreement shall terminate upon the redemption of the Notes in accordance with the Terms and Conditions.
- 6.4 The provisions of clauses 5 above and 7 and 8 below will survive any termination of this Agreement.

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 Party shall be an independent contractor with respect to each other Party, except to the extent that the Current Matching Bidder or the Acceding Quotation Dealer, if it becomes Matching Bidder and Calculation Agent, as the case may be, performs the role of Calculation Agent, in which respect it shall be an agent of the Issuer.

9. Notices

- 9.1 Any communication to be made under or in connection with this Agreement will be made in writing and, unless otherwise stated, may be made by fax, letter or e-mail.
- 9.2 The address, fax number and e-mail address (and the department, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement is:

In the case of the Current Matching Bidder:

Address: [●]
Fax no: [●]

Attention: [●]
Email: [●]

In the case of the Acceding Quotation Dealer:

Address: [●]
Fax no: [●]
Attention: [●]
Email: [●]

In the case of the Issuer:

Address: [●]
Fax no: [●]
Attention: [●]
Email: [●]

or any substitute address or fax number or e-mail address or department or officer as a Party may notify to each other Party by not less than five Business Days' notice.

9.3 Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

- (i) if by way of fax, when received in legible form;
- (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; or
- (iii) if by e-mail, when it is delivered,

and, if a particular department is specified as part of its address details provided under Clause 9.2 above, if addressed to that department.

Any communication or document delivered or received, as applicable, on a day which is not a Business Day (or after 5 p.m. in the place of receipt or delivery on a Business Day) shall be deemed effective on the first succeeding Business Day.

10. Amendments

This Agreement may only be amended in writing by the Parties hereto, and any provision herein may only be waived in writing by the relevant Party hereto.

11. Waiver

No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

12. Entire Agreement

This Agreement constitutes the complete, final and entire agreement and understanding between the Parties, and replaces and supersedes all prior agreements and understandings between the Parties, whether express or implied, in each case in relation to the matters set out herein.

13. Third Party Rights

No person shall have any right by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any express or implied term of this Agreement.

14. Assignment

No Party may assign any of its rights or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Parties.

15. Severability

If a term of this Agreement becomes illegal, invalid or unenforceable that will not affect the legality, validity or enforceability of that or any other term of this Agreement.

16. Counterparts

This Agreement may be signed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

17. Governing law and jurisdiction

17.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

17.2 The Parties agree that the English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this Agreement) and each Party hereto submits to the exclusive jurisdiction of the English courts.

17.3 Each Party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Agreement.

18. Service of Process

Without prejudice to any other mode of service allowed under any relevant law, the Issuer irrevocably appoints [*insert name of process agent*], whose address is [*insert address of process agent*], as its agent for service of process (the **Process Agent**) in relation to any proceedings before the English courts in connection with the Agreement. If any person appointed as a Process Agent is unable for any reason to act as agent for service of process, the Issuer must promptly (and in any event within 30 calendar days of such event taking place) appoint another Process Agent on terms acceptable to the other Parties.

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 Hypothetical Counterparty
Counterparty B	The Hypothetical Counterparty
Effective Date	For the purposes of calculating Fair Bond Value, the Interest Reset Date immediately follows such day of calculation.
Termination Date	20 November 2038, subject to adjustment in accordance with the Business Day Convention
Nominal Amount	\$100,000
Fixed Rate Payer	Counterparty B
Fixed Rate	5.00%
Fixed Day count Fraction	30/360, unadjusted
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 Floating Rate Calculation Period.
Floating Rate Day Count Fraction	Actual/360
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, subject to adjustment in accordance with the Business Day Convention.
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 3 months after the Effective Date to and including the Termination Date, subject to adjustment in accordance with the Business Day Convention.
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 Effective Date to and including the Termination Date, subject to adjustment in accordance with the Business Day Convention.
Business Days	London and New York
Business Day Convention	Modified Following Business Day Convention
Calculation Agent	The Calculation Agent (as defined in the Final Terms)
Governing Law	English Law
Incorporated ISDA	The 2006 ISDA Definitions as amended and supplemented as at the date of the

Definitions	amendment and restatement of the Final Terms
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