

Orpéa



€ 20,000,000 4.15 per cent. Notes due 30 November, 2019 (the “Notes”)

Issue Price: 100 per cent. of the principal amount of the Notes

The € 20,000,000 4.15 per cent. Notes due 30 November 2019 (the “Notes”) of Orpéa (the “Issuer”) will be issued on 15 July 2013 (the “Issue Date”).

Interest on the Notes will accrue from, and including, the Issue Date at the rate of 4.15 per cent. *per annum*, payable annually in arrears on 30 November in each year, except for the first payment of interest on the Notes which will be a short coupon of € 1,569 per denomination of € 100,000 payable in arrears on 30 November 2013 for the period from, and including, the Issue Date to, but excluding, 30 November 2013, as further described in “Terms and Conditions of the Notes – Interest”.

Unless previously redeemed or purchased and cancelled, in accordance with the terms and conditions of the Notes, the Notes will be redeemed at their principal amount on 30 November 2019. Notes may, and in certain circumstances shall, be redeemed before their maturity date, in whole but not in part, at their principal amount, together with any accrued interest thereon, in the event that certain French taxes are imposed (see “Terms and Conditions of the Notes” under “Redemption and purchase – Redemption for taxation reasons”). Noteholders (as defined in “Terms and Conditions of the Notes”) will be entitled, in the event of a Change of Control (as defined in “Terms and Conditions of the Notes”) of the Issuer, to request the Issuer to redeem their Notes at their principal amount, together with any accrued interest thereon (see “Terms and Conditions of the Notes” under “Redemption and purchase – Redemption following a Change of Control”). In addition, the Issuer may redeem all, but not some only, of the Notes at any time prior to their maturity date at their relevant Make-whole Redemption Amount (see “Terms and Conditions of the Notes” under “Redemption and purchase – Early redemption at the Make-whole Redemption Amount”).

The Notes will be issued in dematerialised bearer form in the denomination of € 100,000 each. Title to the Notes will be evidenced by book entries in accordance with Articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French *Code monétaire et financier*. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Notes. The Notes will, upon issue, be inscribed in the books of Euroclear France which shall credit the accounts of the Account Holders. “Account Holders” shall mean any intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France and includes Euroclear Bank S.A./N.V. and Clearstream Banking, *société anonyme*, Luxembourg.

This document constitutes a prospectus (the “Prospectus”) for the purposes of Article 5.3 of Directive 2003/71/EC dated 4 November 2003, as amended. Application has been made for the Notes to be listed and admitted to trading on Euronext Paris as from the Issue Date. Euronext Paris is a regulated market within the meaning of the Directive 2004/39/EC, as amended.

Neither the Notes nor the long-term debt of the Issuer has been rated.

Copies of this Prospectus together with the 2011 Reference Document and 2012 Reference Document will be available on the websites of the Issuer (www.orpea-corp.com) and of the *Autorité des marchés financiers* (www.amf-france.org).

See the “Risk Factors” section for a description of certain factors which should be considered by prospective investors prior to any investment in the Notes.



In accordance with Articles L. 412-1 et L. 621-8 of the *Code monétaire et financier* and its General Regulations (*Règlement général*), in particular Articles 211-1 to 216-1, the *Autorité des marchés financiers* (« AMF ») has granted to this Prospectus the visa n°13-357 on 11 July 2013.

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



Bookrunner

*This Prospectus has been prepared for the purposes of giving information with respect to the Issuer, the Issuer and its subsidiaries taken as a whole (the “**Group**”) and the Notes which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position and profit and losses of the Issuer as well as the rights attached to the Notes.*

This Prospectus is to be read and construed in conjunction with all the documents which are incorporated by reference herein (see “Documents incorporated by reference”). The Issuer accepts responsibility for the information contained or incorporated by reference herein. The Issuer declares that, having taken all reasonable care to ensure that such is the case, the information contained or incorporated by reference in this Prospectus is in accordance with the facts and contains no omission likely to affect its import.

*Kepler Capital Markets SA (the “**Bookrunner**”) has not separately verified the information contained or incorporated by reference in this Prospectus. The Bookrunner does not make any representation, express or implied, or accept any responsibility, with respect to the accuracy or completeness of any of the information contained or incorporated by reference in this Prospectus. Neither this Prospectus nor any other information supplied in connection with the offering of the Notes is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by, or on behalf of, any of the Issuer or the Bookrunner that any recipient of this Prospectus or any other financial statements should purchase the Notes.*

No person is authorised to give any information or to make any representation related to the issue, offering or sale of the Notes not contained in this Prospectus. Any information or representation not so contained herein must not be relied upon as having been authorised by, or on behalf of, the Issuer or the Bookrunner. The delivery of this Prospectus or any offering or sale of Notes at any time does not imply (i) that there has been no change with respect to the Issuer or the Group since the date hereof and (ii) that the information contained or incorporated by reference in it is correct as at any time subsequent to its date.

This Prospectus and any other information relating to the Issuer or the Notes should not be considered as an offer, an invitation or a recommendation by any of the Issuer or the Bookrunner to subscribe or purchase the Notes. Each prospective investor of Notes should determine for itself the relevance of the information contained or incorporated by reference in this Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. The Bookrunner does not undertake to review the financial or general condition of the Issuer during the life of the arrangements contemplated by this Prospectus nor to advise any investor or prospective investor in the Notes of any information coming to its attention. Investors should review inter alia, the documents incorporated by reference into this Prospectus when deciding whether or not to subscribe for or to purchase the Notes. Investors should in particular conduct their own analysis and evaluation of risks relating to the Issuer, its business, its financial condition and the issued Notes and consult their own financial or legal advisers about risks associated with an investment in the Notes and the suitability of such an investment in light of their particular circumstances. Prospective investors should read carefully the section entitled “Risk Factors” set out in this Prospectus prior to any investment in the Notes.

The distribution of this Prospectus and the offering or the sale of the Notes in certain jurisdictions may be restricted by law or regulation. The Issuer and the Bookrunner do not represent that this Prospectus may be lawfully distributed, or that any Notes may be lawfully offered or sold, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution, offering or sale. In particular, no action has been taken by the Issuer or the Bookrunner which is intended to permit a public offering of any Note or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Note may be offered or sold, directly or indirectly, and neither this Prospectus nor any offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus comes are required by the Issuer and the Bookrunner to inform themselves about and to observe any such restrictions. For a further description of certain restrictions on offers and sales of Notes and distribution of this Prospectus and of any other offering material relating to the Notes, see “Subscription and Sale” below.

Copies of this Prospectus together with the 2011 Reference Document and 2012 Reference Document will be available for inspection, free of charge, at the specified office of the Fiscal Agent and will be available on the websites of the Issuer (www.orpea-corp.com) and of the Autorité des marchés financiers (www.amf-france.org).

*The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”). The Notes are being offered outside the United States in reliance on Regulation S under the Securities Act (“**Regulation S**”) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.*

In this Prospectus, references to “€”, “EURO”, “EUR” or to “euro” are to the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended.

FORWARD-LOOKING STATEMENTS

This Prospectus contains certain statements that are forward-looking including statements with respect to the Issuer’s and the Group’s business strategies, expansion and growth of operations, trends in the business, competitive advantage, and technological and regulatory changes, information on exchange rate risk and generally includes all statements preceded by, followed by or that include the words “believe”, “expect”, “project”, “anticipate”, “seek”, “estimate” or similar expressions. Such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and actual results may differ materially from those in the forward-looking statements as a result of various factors. Potential investors are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof.

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PERSON RESPONSIBLE FOR THE INFORMATION CONTAINED IN THE PROSPECTUS

After having taken all reasonable measures to ensure that such is the case, I hereby certify that the information contained or incorporated by reference in this Prospectus is, to the best of my knowledge, in accordance with the facts and contains no omission likely to affect its import.

Paris, 11 July 2013

ORPEA

115, rue de la Santé
75013 Paris
France

Duly represented by:

Yves Le MASNE
Chief Executive Officer

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus shall be read and construed in conjunction with:

- the sections referred to in the table below included in the 2011 registration document of the Issuer in the French language (*document de référence 2011*) which was filed with the *Autorité des marchés financiers* (the “AMF”) on 24 May 2012 under no. D.12-0537 (the “**2011 Reference Document**”) and which includes the statutory audited consolidated and unconsolidated financial statements of the Issuer, and
- the sections referred to in the table below included in the 2012 registration document of the Issuer in the French language (*document de référence 2012*) which was filed with the AMF on 14 May 2013 under no. D.13-0525 (the “**2012 Reference Document**”) and which includes the statutory audited consolidated and unconsolidated financial statement of the Issuer,

which are incorporated by reference in, and shall be deemed to form part of, this Prospectus.

So long as any of the Notes is outstanding, as described in “General Information” below, copies of the documents incorporated by reference are available on the Issuer’s website (www.orpea-corp.com) and upon request, free of charge, at the principal office of the Issuer or the specified office of the Paying Agent during normal business hours on any weekday (except Saturdays, Sundays and public holidays). The 2011 Reference Document and 2012 Reference Document are also available on the AMF website (www.amf-france.org).

The information incorporated by reference in this Prospectus shall be read in connection with the cross reference list below. Any information not listed in the following cross-reference list but included in the documents incorporated by reference in this Prospectus is given for information purposes only and shall not be deemed to be incorporated, and to form part of, this Prospectus. Any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purposes of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise); any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

Rule	INFORMATION INCORPORATED BY REFERENCE Annex IX of the European Regulation 809/2004/EC	2011 Reference Document (page number and section)	2012 Reference Document (page number and section)
3.	RISK FACTORS		
3.1	Prominent disclosure of risk factors that may affect the issuer's ability to fulfil its obligations under the securities to investors in a section headed "Risk Factors"		Chapter 4, Section 5, p. 136 to 167
4.	INFORMATION ABOUT THE ISSUER		
4.1	<u>History and development of the Issuer</u>		Chapter 3, Section 2.1, p 65 and 67
4.1.1	The legal and commercial name of the issuer		Chapter 2, Section 1 p.10
4.1.2	The place of registration of the issuer and its registration number		Chapter 2, Section 1, p.10 and 11
4.1.3	The date of incorporation and the length of life of the issuer, except where indefinite		Chapter 2, Section 1, p.10
4.1.4	The domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office)		Chapter 2, Section 1, p 10
4.1.5	Any recent events particular to the issuer and which are to a material extent relevant to the evaluation of the issuer’s solvency		Not applicable
5.	BUSINESS OVERVIEW		
5.1	<u>Principal activities</u>		Chapter 3, p.67 to

			69 and 85 to 94
5.1.1	A brief description of the issuer's principal activities stating the main categories of products sold and/or services performed		Chapter 3, Section 1, p.63 to 65, Section 5 p.85 to 94
5.1.2	The basis for any statements in the registration document made by the issuer regarding its competitive position		Chapter 3, Section 8, p. 110 to 114
6.	ORGANISATIONAL STRUCTURE		
6.1	If the issuer is part of a group, a brief description of the group and of the issuer's position within it		Chapter 3, Section 6, p.94 to 98 and Chapter 3, Section 2 p.67 and 69
6.2	If the Issuer is dependant upon other entities within the group, this must be clearly stated together with an explanation of this dependence.		Not applicable
8.	PROFIT FORECAST OR ESTIMATES		Not applicable
9.	ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES		
9.1	Names, business addresses and functions in the issuer of the following persons, and an indication of the principal activities performed by them outside the issuer where these are significant with respect to that issuer: (a) members of the administrative, management or supervisory bodies; (b) partners with unlimited liability, in the case of a limited partnership with a share capital.		Chapter 2, Section 2, p.25 to 30
9.2	Administrative, Management, and Supervisory bodies conflicts of interests		Chapter 2, Section 2, p.28
10.	MAJOR SHAREHOLDERS		
10.1	To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom, and describe the nature of such control, and describe the measures in place to ensure that such control is not abused		Chapter 2, Section 1.14, p.19 to 20
10.2	A description of any arrangements, known to the issuer, the operation of which may at a subsequent date result in a change in control of the issuer		Chapter 2, Section 1.14.4, p.21 to 22
11.	FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES		
11.1	<p><u>Historical Financial Information</u></p> <p>Audited historical financial information covering the latest 2 financial years (or such shorter period that the issuer has been in operation), and the audit report in respect of each year If the audited financial information is prepared according to national accounting standards, the financial information required under this heading must include at least the following:</p> <p>(a) the balance sheet</p> <p>(b) the income statement</p> <p>(c) the accounting policies and explanatory notes</p>	<p>Chapter 5, Consolidated financial statements, p.156 to 215</p> <p>- balance sheet p.158</p> <p>- income statement p.156-157</p> <p>- accounting policies p.163 to 179</p>	<p>Chapter 4, Management report, p.121 to 128</p> <p>Chapter 5, Consolidated financial statements, p.195 to 249 :</p> <p>- balance sheet p.197</p> <p>- income statement p.195-196</p> <p>- accounting</p>

		Chapter 6, Statutory financial statements, p. 216 to 245 - balance sheet p.217 - income statement p.216 - accounting policies p.218 to 224	policies p.202 to 217 Chapter 4, Management report, p.129 to 134 Chapter 6, Statutory financial statements, p.252 to 286 - balance sheet p.253 - income statement p.252 -accounting policies p.254-259
11.2	<u>Financial statements</u> If the issuer prepares both own and consolidated financial statements, include at least the consolidated financial statements in the registration document	Chapter 5, Consolidated financial statements, p.156 to 215	Chapter 5, Consolidated financial statements, p.195 to 249
11.3	<u>Auditing of historical annual financial information</u>		
11.3.1	A statement that the historical financial information has been audited. If audit reports on the historical financial information have been refused by the statutory auditors or if they contain qualifications or disclaimers, such refusal or such qualifications or disclaimers, must be reproduced in full and the reasons given	Chapter 5, Section 2, p. p. 214 and 215 Chapter 6, Section 2, p. p.242 and 243	Chapter 5, Section 1, p.250 and 251 Chapter 6, Section 1, p.277 and 278
11.3.2	An indication of other information in the registration document which has been audited by the auditors.	Not applicable	Chapter 2, Section 2, p.61 to 62 Chapter 6, Section 3, p.279 to 286 Chapter 7, Section 3, p.326 to 331
11.4	<u>Interim and other financial information</u>		Not applicable
12	MATERIAL CONTRACTS		Not applicable
13	THIRD PARTY INFORMATION AND STATEMENT BY EXPERTS AND DECLARATIONS OF ANY INTEREST		
13.1	Where a statement or report attributed to a person as an expert is included in the registration document, provide such person's name, business address, qualifications and material interest if any in the issuer. If the report has been produced at the issuer's request a statement to that effect that such statement or report is included, in the form and context in which it is included, with the consent of that person who has authorised the contents of that part of the registration document.		Not applicable
13.2	<u>Third party information</u> Where information has been sourced from a third party, provide a confirmation that this information has been accurately reproduced and that as far as the issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading; in addition, identify the source(s) of the information.		Not applicable

RISK FACTORS

The Issuer considers that the risk factors described below are important to make an investment decision in the Notes and/or may alter its ability to fulfill its obligations under the Notes towards investors. All of these factors are contingencies which are unpredictable and may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. The risk factors may relate to the Issuer or to any of its subsidiaries.

The following describes the main risk factors relating to the Issuer and the Notes that the Issuer considers, as of the date hereof, material with respect to the Notes. The risks described below are not the only risks the Issuer faces and they do not describe all of the risks of an investment in the Notes. The inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Additional risks and uncertainties not currently known to the Issuer or that it currently believes to be immaterial could also have a material impact on its business operations or on an investment in the Notes.

Prior to making an investment decision in the Notes, prospective investors should consider carefully all the information contained or incorporated by reference in this Prospectus, including the risk factors detailed below. In particular, prospective investors, subscribers and holders of Notes must make their own analysis and assessment of all the risks associated to the Notes and the risks related to the Issuer, its activities and its financial position. They should also consult their own financial or legal advisors as to the risks entailed by an investment in the Notes and the suitability of such an investment in light of their particular circumstances.

The Notes should only be purchased by investors who are financial institutions or other professional investors who are able to assess the specific risks implied by an investment in the Notes, or who act on the advice of financial institutions.

The order in which the following risk factors are presented is not an indication of the likelihood of their occurrence.

Terms defined in the “Terms and Conditions of the Notes” sections of this Prospectus shall have the same meaning where used below.

1. Risks related to the Issuer and its activities

The risk factors relating to the Issuer and its activities are described in the 2012 Reference Document and incorporated by reference in this Prospectus (see “Documents Incorporated by Reference” herein) and include the following:

- obtaining and renewing operating licences and authorisations;
- pricing of the Group’s facilities;
- a change of public policy in France;
- difficulties in recruiting qualified staff;
- climate;
- occurrence of pandemic;
- competitive risks;
- risk of maltreatment;
- risk related to the safety of premises;
- risks linked to provision of care and good practices;
- risks related to food products;
- the Group’s growth strategy;

- property risk;
- information systems risk;
- dependency on subcontractors and suppliers;
- departure of key employees;
- international operations of the Group
- environmental risk;
- customer risk;
- credit, liquidity and treasury risk;
- legal risks
- insurance and quality policy of the Group.

The Issuer expressly advises prospective investors to carefully consider in full the risk factors set out in the 2012 Reference Document (pages 136 to 167).

2. Risks related to the Notes

An investment in the Notes might not be suitable for all investors

Each prospective investor must determine based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Notes is fully consistent with its financial needs, objectives and conditions, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it and is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in investing in or holding the Notes. In particular, each prospective investor should:

- (i) have sufficient knowledge and experience to properly assess the Notes, the merits and risks of investing in such Notes and the information contained or incorporated by reference in this Prospectus;
- (ii) have access to and knowledge of appropriate analytical tools to evaluate, in the context of its particular financial situation and sensitivity to the risk, an investment in the Notes and the impact the Notes might have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all the risks of an investment in the Notes, including any currency exchange risk when the currency in which payment of principal or interests is to be made is different from that of the prospective investor;
- (iv) understand thoroughly the terms of the Notes and related risks and be familiar with the behaviour of the financial markets and any relevant indices;
- (v) be able to assess (either alone or with the help of a financial adviser) possible changes in the economy, rates of interest or in other factors that may affect its investment and its ability to bear the applicable risks; and
- (vi) consult its own advisers as to legal, tax and related aspects of an investment in the Notes.

Legal investment considerations may restrict certain investments

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

Legality of Purchase

Neither the Issuer, the Bookrunner, nor any of their respective affiliates has or assumes responsibility for the lawfulness of the subscription or acquisition of the Notes by a prospective investor in the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates, or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

A Noteholder's actual yield on the Notes may be reduced from the stated yield by transaction costs

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the profit potential of the Notes. For instance, credit institutions as a rule charge their clients for their own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs). In addition to such costs directly related to the purchase of securities (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

The Notes might be redeemed or purchased by the Issuer prior to their stated maturity

The Issuer reserves the right to purchase Notes in the open market or otherwise at any price in accordance with applicable regulations. Such transactions shall have no impact on the normal repayment schedule of outstanding Notes, but they decrease the yield of Notes which would be redeemed prior to their stated maturity.

In the event that the Issuer would be obliged to pay additional amounts in respect of any Note due to any withholding as provided in Condition 7 of the Terms and Conditions of the Notes, the Issuer may, and in certain circumstances shall, redeem all of the Notes then outstanding in accordance with such Condition.

In addition, the Issuer may redeem all, but not some only, of the Notes at any time prior to their maturity date, at their relevant make-whole redemption amount, as provided in Condition 5.3 of the Terms and Conditions of the Notes.

Any early redemption of the Notes may result, for the Noteholders, in a yield that is considerably lower than anticipated. In addition, investors may not be able to reinvest the moneys they receive upon such early redemption in securities with the same yield as the redeemed Notes.

Change of control – Put option

In the event of a Change of Control of the Issuer (as defined in Condition 5.4 of the Terms and Conditions of the Notes), each Noteholder will have the right to request the Issuer to redeem all of its Notes at their principal amount, together with any accrued interest thereon. In such case, any trading market in respect of those Notes in respect of which such redemption right is not exercised may become illiquid.

Any early redemption of the Notes may result, for the Noteholders, in a yield that is considerably lower than anticipated. In addition, investors may not be able to reinvest the moneys they receive upon such early redemption in securities with the same yield as the redeemed Notes.

The Notes may not be protected by restrictive covenants, and do not prevent the Issuer from incurring additional indebtedness, including indebtedness that would come prior to or rank equally with the Notes

Apart from clauses relating to a Change of Control of the Issuer or the termination of all or substantially all of the Issuer's business, the Terms and Conditions of the Notes contain certain financial covenants. However, these financial covenants are not applicable to the Issuer if an investment grade rating is assigned to the Issuer and no event of default has occurred and is continuing. There are no specific restrictions on the payment of dividends, the incurrence of unsecured indebtedness or the issuance or repurchase of securities by the Issuer or any of its subsidiaries. As a result, it is possible that the Issuer could enter into or be the subject of transactions that are disadvantageous to the Noteholders.

The Terms and Conditions of the Notes contain a negative pledge undertaking that prohibits the Issuer in certain circumstances from creating security over assets, but subject to certain exceptions.

Subject to the above mentioned restrictions and negative pledge and the restrictions existing in its other debt instruments, the Issuer and its subsidiaries may incur significant additional debt that could be considered before or rank equally with the Notes. Although these restrictions are significant, they are subject to a number of important exceptions, and debt incurred in compliance with these restrictions could be substantial. If the Issuer incurs significant additional debt ranking equally with the Notes, it will increase the number of claims that would be entitled to share rateably with Noteholders in any proceeds distributed in connection with an insolvency, bankruptcy or similar proceeding. If the Issuer or its subsidiaries incur significant additional debt that is structurally senior or that would otherwise come prior to the Notes, it could intensify the risks of Noteholders as compared with the holders of such instruments.

Credit risk

Noteholders are exposed to the credit risk of the Issuer. Credit risk refers to the risk that the Issuer may be unable to meet its financial obligations under the Notes, thus creating a loss for the investor.

Modification of the terms and conditions of the Notes

Noteholders will be grouped automatically for the defence of their common interests in a *Masse* (as defined in Condition 12 of the Terms and Conditions of the Notes) and a general meeting of Noteholders can be held. A resolution of the general meeting of Noteholders can bind holders of the Notes, as applicable, including those who did not attend or vote at the relevant general meeting or those who voted in a manner contrary to the majority.

In addition, the general meeting of holders of the Notes may deliberate on any proposal relating to the modification of the Terms and Conditions of the Notes, as applicable, notably on any proposal, whether for arbitration or settlement, relating to rights in controversy or which were subject of judicial decisions.

Change in current legislation

The Terms and Conditions of the Notes are based on French law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial or administrative decision or change to French law, regulation or administrative practice (or to the interpretation thereto) after the date of this Prospectus.

French Insolvency Law

The Issuer is incorporated under the laws of France. Accordingly, any insolvency proceedings with respect to the Issuer or its French subsidiaries would likely be carried out under the laws of France, including article 1244-1 of the French *Code civil* and laws relating to conciliation procedure (*procédure de conciliation*) and safeguard procedure, accelerated financial safeguard procedure, judicial reorganization or liquidation proceedings (*procédure de sauvegarde, procédure de sauvegarde financière accélérée, redressement or liquidation judiciaire*).

Certain provisions of insolvency laws in France are less favourable to creditors than are the bankruptcy laws of other countries. In general, French reorganization or liquidation legislation favours the continuation of a business and protection of employment over the payment of creditors.

Pursuant to article 1244-1 of the French *Code civil*, French courts may, in a civil proceeding involving a debtor, defer or otherwise reschedule over a maximum period of two years the payment dates of payment obligations. In addition, pursuant to article 1244-1 of the French *Code civil*, French courts may decide that any amounts, the payment date of which is thus deferred or rescheduled, will bear interest at a rate which is lower than the contractual rate (but not lower than the legal rate) or that payments made shall first be allocated to repayment of the principal.

As a general rule, creditors whose debts arose prior to the commencement of bankruptcy proceedings must file a claim with the creditors' representative within certain periods (which may depend on the domicile of the creditor) of the publication of the court order commencing bankruptcy proceedings (safeguard procedure, accelerated financial safeguard procedure, judicial reorganization or liquidation proceeding). Creditors who have not submitted their claims during this period are barred from receiving distributions made in connection with the bankruptcy proceedings and their unasserted claims will be unenforceable against the debtor both during and following the implementation of the continuation plan, provided the debtor has complied with the plan's terms.

French courts may order that the date on which the company became unable to pay its debts as they came due be deemed to be an earlier date of up to eighteen (18) months prior to the order commencing bankruptcy proceedings (report de la date de cessation des paiements). This date marks the beginning of a "suspect period" (*période suspecte*) during which certain transactions that are entered into may be voided.

In addition, from the date of the court order commencing bankruptcy proceedings, the debtor is prohibited from paying debts outstanding prior to the court order, subject to limited exceptions. Contractual provisions that would accelerate the payment of the debtor's obligations upon the occurrence of certain bankruptcy events, such as those contained in the Terms and Conditions of the Notes, may be subject to an automatic stay of payment under French law applicable to debts outstanding at the time of commencement of bankruptcy proceedings.

Holders of the Notes will be grouped automatically for the defence of their common interests in a *Masse*. However, under French insolvency law, holders of debt securities are automatically grouped into a single assembly of holders (the "**Assembly**") if a safeguard procedure (*procédure de sauvegarde*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer.

The Assembly comprises holders of all debt securities issued by the Issuer (including the Notes), whether or not under a debt issuance programme and regardless of their governing law.

The Assembly deliberates on the proposed safeguard plan (*projet de plan de sauvegarde*) or judicial reorganisation plan (*projet de plan de redressement*) applicable to the Issuer and may further agree to:

- increase the liabilities (*charges*) of holders of debt securities (including the Noteholders) by rescheduling payments which are due and/or partially or totally writing-off debts;
- establish an unequal treatment between holders of debt securities (including the Noteholders) as appropriate under the circumstances; and/or
- decide to convert debt securities (including the Notes) into securities that give or may give right to share capital.

Decisions of the Assembly will be taken by a two-third (2/3) majority (calculated as a proportion of the amount of debt securities held by the holders which have cast a vote at such Assembly). No quorum is required to hold the Assembly.

For the avoidance of doubt, the provisions relating to the representation of the Noteholders described in the Terms and Conditions of the Notes set out in this Prospectus will not be applicable with respect to the Assembly to the extent they conflict with compulsory insolvency law provisions that apply in these circumstances.

Taxation

Prospective purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or of other jurisdictions. In some jurisdictions, no official statements of the tax authorities nor court decisions are available for securities such as the Notes. Prospective investors are advised not to rely upon the tax summary contained in this Prospectus but to ask for their own tax adviser's advice based on their individual situation with respect to the acquisition, sale and redemption of the Notes. Only these advisors are in a position to duly consider the specific situation of the prospective investor. These investment considerations should be read in connection with the "Taxation" section of this Prospectus.

The proposed financial transactions tax

The European Commission recently published a proposal for a Directive for a common financial transaction tax (the "**FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia. The tax would be applicable from 1 January 2014.

The proposed FTT has very broad, potentially extraterritorial scope. It would apply to financial transactions where at least one party is a financial institution, and (a) one party is established in a participating Member State or (b) the financial instrument which is subject to the transaction is issued in a participating Member State. A financial institution in the meaning of the proposal for a Directive for a FTT encompasses a wide range of entities, including certain credit institutions but also, inter alia, certain regulated markets, UCITS, AIF, securitisation vehicles and individuals. A financial institution may be, or be deemed to be, "established" in a Member State in a broad range of circumstances.

The Issuer is incorporated in France and therefore financial institutions worldwide would be subject to the FTT when dealing in the Notes.

In relation to many secondary market transactions in bonds and shares, the FTT would be charged at a minimum rate of 0.1% on each financial institution which is party to the transaction. The issuance and subscription of the Notes should, however, be exempt. There are no broad exemptions for financial intermediaries or market makers. Therefore, the effective cumulative rate applicable to some dealings in bonds or shares (for instance, cleared transactions) could be greatly in excess of 0.1%.

A person transacting with a financial institution which fails to account for FTT would be jointly and severally liable for that tax.

The FTT proposal remains subject to negotiation between the Member States, and may therefore be altered. Additional Member States may decide to participate. Prospective Noteholders are strongly advised to seek their own professional advice in relation to the FTT.

EU Directive on the taxation of savings income

The EC Council directive 2003/48/EC dated 3 June 2003 on taxation of savings income (the “**Directive**”) requires each Member State to provide to the tax authorities of another Member State details of any payment of interest or other similar income within the meaning of the Directive made by a paying agent within its jurisdiction to, or under certain circumstances collected for the immediate benefit of, a beneficial owner (within the meaning of the Directive), resident in that other Member State. However, for a transitional period Luxembourg and Austria impose, instead of the exchange of information referred to above, a withholding tax on all interest payments within the meaning of the Directive, unless the beneficiary of interest payment elects for the exchange of information. The rate of this withholding tax is 35% since 1 July 2011, and will remain so until the end of the transitional period.

The European Commission has suggested some amendments to the Directive, which might, if they are implemented, amend or broaden the scope of certain requirements described above.

If a payment were to be made or collected through a Member State which has opted for a withholding system and if an amount of, or in respect of a tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax.

Absence of rating

Neither the Notes nor the long-term debt of the Issuer is rated. The assessment of the Issuer’s ability to comply with its payment obligations under the Notes is made more complex for investors. One or more independent credit rating agencies may assign credit ratings to the Notes on an unsolicited basis. A credit rating may be revised or withdrawn by the rating agency at any time. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A rating or the absence of a rating is not a recommendation to buy, sell or hold securities.

3. Risks related to the market

Market value of the Notes

The market value of the Notes may be affected by the creditworthiness of the Issuer and a number of additional factors, including economic and market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries.

The value and the volatility of the Notes depend on a number of interrelated factors, including economic, financial or political events in France or elsewhere, or factors affecting capital markets generally and the market on which the Notes are admitted to trading.

The price at which a Noteholder will be able to sell the Notes may be at a discount, which could be substantial, from the issue price or the purchase price paid by such Noteholder. If the creditworthiness of the Issuer deteriorates or if economic and market conditions decline, the value of the Notes may also decrease and Noteholders selling their Notes prior to maturity may lose all or part of their investment.

A secondary market for the Notes might not develop nor be liquid

An investment in the Notes should be considered primarily with a view to holding them until their maturity. As of the date of this Prospectus, there is no existing market for the Notes, and there can be no assurance that any market will develop for the Notes or that Noteholders will be able to sell their Notes in the secondary market, in which case the market or trading price and liquidity of the Notes may be adversely affected. Noteholders may be unable to sell their Notes easily or within satisfactory price conditions, in particular in respect of the yield available in similar investments with a secondary market. The sale price of the Notes prior to maturity will be equal to their market price, which may entail either a gain or a loss for the selling Noteholders.

The liquidity of any market for the Notes will depend upon the number of Noteholders (which could be very limited), the market for similar securities, the interest of securities dealers in making a market, general economic conditions and the Issuer's financial condition, performance, prospects and other factors. Historically, the market for indebtedness with characteristics similar to the Notes has not been consistently liquid and has been subject to disruptions that have caused substantial volatility in the prices of such securities. There can be no assurance that the market for the Notes will not be subject to similar disruptions. Any such disruptions may have an adverse effect on Noteholders. In addition, market-making activity in the Notes, if any, will be subject to limits imposed by applicable laws and regulations. As a result, the Issuer cannot assure Noteholders that an active trading market will develop for the Notes.

Exchange rate risks

Principal and interest on the Notes will be paid in Euro, which may present certain risks if a Noteholder's financial activities are denominated principally in a currency or currency unit other than Euro (the "**Investor's Currency**"). These include the risk that exchange rates may significantly change (notably due to depreciation of Euro or appreciation of the Investor's Currency). As a result, Noteholders may receive less interest or principal than expected. An appreciation in the value of the Investor's Currency relative to the Euro would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency-equivalent value of the principal payable on the Notes and (iii) the Investor's Currency-equivalent market value of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Government and monetary authorities with jurisdiction over the Investor's Currency may impose (as some have done in the past) exchange controls or modify their exchange control. Such exchange controls could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Fixed interest rate

The Notes bearing interest at a fixed rate, investment in the Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Notes. While the nominal interest rate of a fixed interest rate note is determined during the term of such note or within a given period of time, the market interest rate (the "**Market Interest Rate**") typically varies on a daily basis. As the Market Interest Rate changes, the price of the note varies in the opposite direction. If the Market Interest Rate increases, the price of the note typically decreases, until the yield of the note equals approximately the Market Interest Rate. If the Market Interest Rate decreases, the price of a fixed-rate note typically increases, until the yield of the bond equals approximately the Market Interest Rate.

Noteholders should be aware that movements of the Market Interest Rate can adversely affect the price of the Notes and can lead to losses for Noteholders if they sell Notes during the period in which the Market Interest Rate exceeds the fixed rate of the Notes.

TERMS AND CONDITIONS OF THE NOTES

The issue by Orpéa (the “**Issuer**”) of its €20,000,000 4.15 per cent. notes due 30 November 2019 (“**Notes**”) was authorised by resolution(s) of the Board of Directors (*Conseil d’administration*) of the Issuer dated 14 November 2012.

A fiscal agency agreement relating to the Notes (the “**Fiscal Agency Agreement**”) will be entered into on 15 July 2013 between the Issuer and Société Générale, as fiscal agent, paying agent, quotation agent and put agent (the “**Fiscal Agent**”, “**Paying Agent**”, “**Quotation Agent**” and “**Put Agent**” which expressions shall, where the context so admits, include any successor for the time being as fiscal agent, paying agent, quotation agent or put agent, as the case may be).

References below to the “**Noteholders**” are to the holders of the Notes. References below to “**Conditions**” are to the numbered paragraphs below.

1. Form, denomination and title

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

The Notes will, upon issue, be inscribed in the books of Euroclear France (“**Euroclear France**”) which shall credit the accounts of the Account Holders. For the purposes of these Conditions, “**Account Holder**” shall mean any intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France and includes Euroclear Bank S.A./N.V. (“**Euroclear**”) and Clearstream Banking, *société anonyme*, Luxembourg (“**Clearstream, Luxembourg**”).

Title to the Notes shall be evidenced and will pass upon by entries in the books of Account Holders and transfer of Notes may only be effected through registration of the transfer in such books and in denominations of € 100,000.

2. Status

The obligations of the Issuer under the Notes in respect of principal, interest and other amounts, constitute direct, unconditional, unsubordinated and unsecured (subject to Condition 3) obligations of the Issuer (*engagements chirographaires*), and rank *pari passu* without any preference amongst themselves and with all other unsecured and unsubordinated indebtedness and guarantees (subject to exceptions imposed by French law), present or future, of the Issuer.

3. Negative pledge

The Issuer agrees that so long as any of the Notes remains outstanding, it will not create any mortgage, charge, pledge, lien, right or security interest which would constitute a *sûreté réelle* or its equivalent under any applicable legislation other than Permitted Lien (as defined below) upon all or part of its business (*fonds de commerce*), assets or revenues, present or future, to secure any Relevant Indebtedness (as defined below) unless the obligations of the Issuer under the Notes are equally and rateably secured therewith so as to rank *pari passu* with such Relevant Indebtedness or the guarantee or indemnity thereof.

This undertaking relates exclusively to the incurrence of Relevant Indebtedness and in no way affects the Issuer’s ability to dispose of its assets or to otherwise grant any security interest over or in respect of such assets in any other circumstances.

For the purposes of these Conditions:

“**Financial Statements**” means the latest consolidated financial statements of the Issuer (whether annual or semi-annual);

“**Global Amount of Tangible and Intangible Assets Unpledged (except goodwill)**” means the sum of the amounts of “Net intangible assets (*immobilisations incorporelles nettes*)”, “Net Real Estate, plant & equipment (*immobilisations corporelles nettes*)”, “Real Estate under construction (*immobilisations en cours de construction*)” less the “Debt-related commitment (*engagements liés à la dette*)”, all as set out in, or derived from, the respective balance sheet items of the Financial Statements as amended from time to time;

“**Net Financial Debt**” means “Non-current liabilities (*dettes financières à long terme*)” plus “Current financial liabilities (*dettes financières à court terme*)” plus “Others liabilities such as liabilities associated with assets held for sale” (*autres dettes telles que la dette associée à des actifs détenus en vue de la vente*)” less “Cash and Cash equivalents (*trésorerie et équivalents de trésorerie*)” as set out in the respective balance sheet items in the Financial Statements as amended from time to time; and

“**outstanding**” means, in relation to the Notes, all the Notes issued other than: (a) those which have been redeemed in accordance with the Conditions, (b) those in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption monies (including all interest accrued on such Notes to the date for such redemption and any interest payable under Condition 4 after such date) have been duly paid to the Fiscal Agent, (c) those which have been purchased and cancelled as provided in Condition 5 and (d) those in respect of which claims have become prescribed under Condition 8.

« **Permitted Lien** » means encumbrances:

- (a) which result from the operation of statutory provisions; or
- (b) which result from the operation of provisions under standard business terms of banks or saving banks; or
- (c) which existed at the time of the issue of the Notes; or
- (d) which are granted after 1 December 2016 to noteholders under notes issued in 2012 having a residual maturity of more than nine (9) years, provided that the relevant lien guarantees no more than the lowest of (i) €60,000,000 (sixty million euros) (or its equivalent in any other currency) and (ii) thirty-five (35%) per cent. of the outstanding principal amount of the notes so guaranteed; or
- (e) which are established with the prior consent of the Noteholders; or
- (f) including liens that fall under item (c) and (d), which are granted or will be granted to banks, credit institutions, noteholders or lenders under a loan agreement or any other financing agreement or instrument provided that the Issuer maintains an amount of tangible and intangible assets unpledged (except goodwill) (the “**Free Unpledged Amount**”) which equals at least 1.5 times the aggregate principal amount of the Notes. The Free Unpledged Amount means the Global Amount of Tangible and Intangible Assets Unpledged (except goodwill) less the Unsecured Net Financial Debt on the basis of the figures reported in the respective consolidated and condensed financial statements of the Issuer’s group (the “**Financial Statements**”).

“**Relevant Indebtedness**” means any present and future obligations of the Issuer under bank loans, bonds, loan agreements under the format of “Schuldschein”, registered debentures and dematerialised debt securities, that may be (i) entered into or issued from time to time by the Issuer and/or (ii) traded under a book-entry transfer system.

“**Unsecured Net Financial Debt**” means the Net financial Debt less the “Debt-related commitment (*engagements liés au financement*)” as set out in, or derived from, the respective balance sheet items of the Financial Statements as amended from time to time.

4. Interest

The Notes bear interest from, and including, 15 July 2013 (the “**Issue Date**”) to, but excluding, 30 November 2019 (the “**Maturity Date**”) at the rate of 4.15 per cent. *per annum*, payable annually in arrears on 30 November in each year, except for the first payment of interest on the Notes which will be a short coupon of € 1,569 per denomination of € 100,000, payable in arrears on 30 November 2013 for the period from, and including, the Issue Date to, but excluding, 30 November 2013.

Each Note will cease to bear interest from their due date for redemption, unless the Issuer defaults in payment for their redemption on said date. In such event, it shall continue to bear interest at the rate of 4.15 per cent. *per annum* (both before and after judgment) until the day (included) on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder.

If interest is required to be calculated for a period of less than one year, it will be calculated on an actual/actual basis for each period, being the actual number of days elapsed during the relevant period divided by 365 (or by 366 if a 29 February is included in such period), the result being rounded to the nearest cent (half a cent being rounded upwards).

5. Redemption and purchase

The Notes may not be redeemed otherwise than in accordance with this Condition 5 or Condition 9.

5.1 Redemption at maturity

Unless previously redeemed or purchased and cancelled, the Notes will be redeemed at their principal amount on the Maturity Date.

5.2 Redemption for taxation reasons

- (i) If, by reason of a change in any law or regulation of France, or any change in the official application or interpretation of such law or regulation, becoming effective after the Issue Date, the Issuer would, on the occasion of the next payment due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified in Condition 7, and provided that such obligation cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may at its sole discretion, at any time, subject to having given not more than sixty (60) nor less than thirty (30) days' prior notice to the Noteholders in accordance with Condition 11 (which notice shall be irrevocable), redeem all, but not some only, of the Notes then outstanding at their principal amount, together with accrued interest to the date fixed for redemption, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal or interest without withholding for French taxes.
- (ii) If the Issuer would on the next payment of principal or interest in respect of the Notes be prevented by French law from making payment to the Noteholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 7, and provided that this cannot be avoided by the Issuer taking reasonable measures available to it, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall, subject to having given not less than seven (7) days' prior notice to the Noteholders in accordance with Condition 11 (which notice shall be irrevocable), redeem all, but not some only, of the Notes then outstanding at their principal amount together with all interest accrued to the date fixed for redemption of which notice hereunder may be given, provided that the due date for redemption shall be no earlier than the latest practicable date on which the Issuer could make payment of the full amount of principal or interest payable in respect of the Notes or, if such date has passed, as soon as practicable thereafter.

5.3 Early redemption at the Make-whole Redemption Amount

The Issuer may, subject to having given (i) not more than sixty (60) nor less than thirty (30) calendar days' prior notice to the Noteholders in accordance with Condition 11 and (ii) not less than fifteen (15) calendar days before the giving of the notice referred to in (i) above, notice to the Fiscal Agent and the Quotation Agent (which notices shall be irrevocable and shall specify the date fixed for redemption (each such date, a "**Make-whole Redemption Date**")), redeem all, but not some only, of the Notes then outstanding at any time prior to the Maturity Date at their relevant Make-whole Redemption Amount.

For the purposes of this Condition:

"**Benchmark Rate**" means, with respect to any Make-whole Redemption Date, the rate per year equal to the annual equivalent yield to maturity of the French government bond (*Obligations Assimilables du Trésor* – OAT) bearing interest at a rate of 3.75 per cent. *per annum* and maturing on 25 October 2019. If such French government bond is no longer outstanding, a Similar Security will be reasonably chosen by the Quotation Agent, after prior consultation with the Issuer if practicable under the circumstances.

"**Make-whole Margin**" means +0.50 per cent. *per annum*.

"**Make-whole Redemption Amount**" means the greater of (i) the principal amount of the Notes together with accrued interest thereon to (but excluding) the Make-whole Redemption Date and (ii) as determined by the Quotation Agent, the sum of the present values of the Remaining Scheduled Payments of principal and interest on the Notes discounted to the Make-whole Redemption Date on an annual basis (based on the actual number of days elapsed divided by 365 or (in case of a leap year) by 366) at a rate equal to the Make-whole Redemption Rate.

"**Make-whole Redemption Rate**" means the sum of the Benchmark Rate and the Make-whole Margin.

“**Remaining Scheduled Payments**” means, with respect to each Note, the remaining scheduled payments of principal thereof and interest thereon that would be due after the related Make-whole Redemption Date; provided, however, that, if the Make-whole Redemption Date is not an interest payment date with respect to the Notes, the amount of the next succeeding scheduled interest payment thereon will be reduced by the amount of interest accrued thereon on the Make-whole Redemption Date.

“**Similar Security**” means a reference bond or reference bonds issued by the French Government having an actual or interpolated maturity comparable with the remaining term of the Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

5.4 Redemption following a Change of Control

If a Change of Control (as defined below) occurs at any time while any Note remains outstanding, each Noteholder will have the option to require the Issuer to redeem all (but not some only) the Notes held by such Noteholder (the “**Put Option**”) as described below.

The Notes will be redeemed at their principal amount, together with interest accrued since the last Interest Payment Date (or, if applicable, since the Issue Date) to, but excluding, the Optional Redemption Date (as defined below).

If a Change of Control occurs, the Issuer shall promptly give notice to the Noteholders, in accordance with Condition 11. Such notice will specify that any Noteholder has the option to require the early redemption of its Notes, and will specify (i) the nature of the Change of Control, (ii) the date fixed for the early redemption (the “**Optional Redemption Date**”), which date shall be no earlier than twenty-five (25) business days in Paris and no later than thirty (30) business days in Paris from the date of publication of the notice, (iii) the period (the “**Put Period**”), of at least fifteen (15) business days in Paris, during which the Put Option and the relevant Notes must be received by the Put Agent and (iv) the procedure for exercising the Put Option.

To exercise the Put Option, the Noteholder must transfer (or cause to be transferred by its Account Holder) its Notes to be so redeemed to the account of the Put Agent (details of which are specified in the Change of Control Notice) for the account of the Issuer within the Put Period together with a duly signed and completed notice of exercise in the then current form obtainable from the Put Agent (a “**Put Option Notice**”) and in which the Noteholder may specify an account denominated in euro to which payment is to be made under this Condition. No option so exercised may be revoked or withdrawn without the prior consent of the Issuer.

Following the Put Option Notice, the Issuer shall redeem the Notes tendered as provided above on the Optional Redemption Date.

For the purposes of this Condition:

« **Affiliates** » means:

- (A) in relation to a legal entity (*personne morale*), any subsidiary or parent of that legal entity, and any subsidiary of any such parent for the time being, where:
 - (1) a “subsidiary” is a company that is a directly or indirectly controlled by that legal entity;
 - (2) a “parent” is a company that directly or indirectly controls that legal entity; and
- (B) in relation to an individual (*personne physique*), a legal entity controlled by such individual, as well as any subsidiary (as defined above) of any such legal entity.

“**Change of Control**” shall be deemed to have occurred each time that any Third Party acting alone or in concert shall come to hold the Control of the Issuer

“**Control**” means holding (directly or indirectly, through companies themselves controlled by the relevant person(s)) (x) the majority of the voting rights attached to the Issuer’s shares or (y) more than 40% of these voting rights if no other shareholder of the Issuer, acting alone or in concert, holds (directly or indirectly through companies controlled by such shareholder(s)) a greater percentage of voting rights and

“**Main Shareholders**” means one or several of the following shareholders:

- (i) Mr. Jean-Claude MARIAN, his Affiliates and his heirs (*ayants droits à titre universel*);
- (ii) SEMPRES and its Affiliates; and
- (iii) FFP Invest and its Affiliates.

“**Third Party**” means any person other than the Main Shareholders.

5.5 Purchases

The Issuer may at any time purchase Notes in the open market or otherwise (including by way of tender or exchange offers) at any price in accordance with applicable laws and regulations (notably articles 238-2 and 238-2-1 of the General Regulations of the *Autorité des marchés financiers*).

All Notes purchased by, or for the account of, the Issuer may, at its sole discretion, be held or cancelled in accordance with applicable laws and regulations.

Notes purchased by the Issuer may be held by it in accordance with Article L.213-1 A of the French *Code monétaire et financier* to promote the liquidity of the Notes, it being specified that the Issuer may not hold Notes for more than one (1) year after their purchase date pursuant to Article D.213-1 A of the French *Code monétaire et financier*.

5.6 Cancellation

All Notes which are redeemed pursuant to Conditions 5.1, 5.2 and 5.4 or purchased for cancellation pursuant to Condition 5.5, will forthwith be cancelled and accordingly may not be reissued or sold.

6. Payments

6.1 Method of payment

Payment of principal and interest in respect of the Notes will be made in Euro by credit or transfer to a Euro-denominated account (or any other account on which credits or transfers may be made in Euro) as specified by the beneficiary in a city where banks have access to the TARGET System. In these Conditions, “**TARGET System**” means the Trans-European Automated Real Time Gross Settlement Express Transfer System (TARGET2) or any succeeding system.

Such payments shall be made for the benefit of the Noteholders to the Account Holders (including Euroclear France, Euroclear and Clearstream, Luxembourg) and all payments validly made to such Account Holders in favour of the Noteholders will be an effective discharge of the Issuer and the Paying Agent, as the case may be, in respect of such payments.

Payments will be subject in all cases to any tax or other laws and regulations applicable thereto, but without prejudice to the provisions of Condition 7. No commission or expenses shall be charged to the Noteholders in respect of such payments.

6.2 Payments on Business Days

If any due date for payment of principal or interest in respect of any Note is not a business day, then the Noteholder thereof shall not be entitled to payment of the amount due until the next following day which is a business day and shall not be entitled to any interest or other additional sums in respect of such postponed payment.

In these Conditions, “**Business Day**” means any day (not being a Saturday or Sunday) on which commercial banks and foreign exchange markets are opened for general business in Paris and on which the TARGET System is operating and on which Euroclear France is open for general business.

6.3 Fiscal Agent, Paying Agent, Quotation Agent and Put Agent

The initial Fiscal Agent, Paying Agent, Quotation Agent and Put Agent and its specified office are as follows:

Société Générale
BP 81236

32, rue du Champ de Tir
43312 Nantes Cedex 3
France

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, Paying Agent, Quotation Agent or Put Agent and/or appoint another Fiscal Agent, Paying Agent, Quotation Agent or Put Agent or additional Paying Agents or Put Agents, subject to having given not more than forty-five (45) nor less than thirty (30) calendar days' prior notice to the Noteholders, in accordance with Condition 11, and as long as there will at all times be (i) a Fiscal Agent having a specified office in a European city, (ii) a leading investment bank active on the market acting as Quotation Agent and (iii) so long as the Notes are admitted to trading on Euronext Paris, a Paying Agent having a specified office in a European city and ensuring the financial service in France.

Any termination or change of Fiscal Agent, Paying Agent, Quotation Agent or Put Agent will be notified to the Noteholders in accordance with the provisions of Condition 11.

7. Taxation

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

If any French law or regulation should require that any payment of principal or interest in respect of the Notes be subject to deduction or withholding with respect to any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied by or on behalf of France or any political subdivision or authority therein or thereof having power to tax, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that the Noteholders, after such deduction or withholding, receive the full amount provided in such Notes to be then due and payable; provided, however, that the Issuer shall not be liable to pay any such additional amounts in respect of any Note to a holder (or beneficial owner (*ayant droit*)):

- (i) who is subject to such taxes, duties, assessments or other governmental charges, in respect of such Note by reason of his having some connection with France other than the mere holding of such Note; or
- (ii) where such deduction or withholding is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments or any other European Union Directive implementing the conclusion of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income, or any law implementing or complying with, or introduced in order to conform to, such Directive.

Any reference in these Conditions to principal and/or interest shall be deemed to include any additional amounts which may be payable under this Condition 7.

8. Prescription

Claims against the Issuer for the payment of principal and interest in respect of the Notes shall become prescribed after five (5) years (both for principal and interest) from the due date for payment thereof.

9. Events of Default

The Representative (as defined in Condition 12), acting upon request of any Noteholder, may, upon written notice given to the Issuer (copy to the Fiscal Agent), cause all, but not some only, of the Notes to become immediately due and payable at their principal amount, together with accrued interest to (but excluding) their actual redemption date, if any of the following events (each, an “**Event of Default**”) occurs:

- (a) any amount of principal or interest on any Note (including any additional amount referred to in Condition 7) shall not be paid by the Issuer on the due date thereof and such default shall not be remedied by the Issuer within a period of fifteen (15) Business Days from such due date; or
- (b) the Issuer defaults in the due performance of, or compliance with, any other obligation in respect of the Notes (including Condition 3 and the requirement to comply with the Financial Covenants referred to in Condition 10) and such default continues for a period of thirty (30) Business Days (unless such default is not

curable in which case such period shall not apply) following receipt by the Issuer of a written notice of such default from the Representative; or

- (c) any other present or future indebtedness of the Issuer or any of its Material Subsidiaries (as defined below) for borrowed monies in excess of €15,000,000 (fifteen million euros) (or its equivalent in any other currency), whether individually or in the aggregate,
 - (i) becomes, following the expiry of any applicable grace period, due and demanded (*exigée*) prior to its stated maturity as a result of a default (howsoever described) thereunder, or
 - (ii) is not paid at its stated maturity,

except if the Issuer or such Material Subsidiary, as the case may be, has disputed in good faith that such indebtedness is due, and such dispute has been submitted to a competent court in which case such event shall not constitute an event of default hereunder so long as the dispute has not been finally adjudicated; or

- (d) the Issuer or any of its Material Subsidiaries (a) makes any proposal for a general moratorium or amicable settlement in relation to its debt with its main creditors to which the Noteholders are not party or applies for the appointment of a conciliator or an ad hoc representative (*mandataire ad hoc*), or (b) has applied to enter into a conciliation procedure (*procédure de conciliation*) with its principal creditors, or (c) a resolution is passed or a judgment is issued for the voluntary liquidation (*liquidation amiable*), winding-up, dissolution (*dissolution*), judicial liquidation (*liquidation judiciaire*) or judicial transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer, or (d) to the extent permitted by law, the Issuer is subject to any other insolvency or bankruptcy proceedings under any applicable laws; or
- (e) the Issuer no longer holds, pursuant to a transfer to a Third Party, including following a merger, demerger or partial business transfer, the control (as defined in Articles L.233-1 and L.233-3 of the French *Code de commerce*) of one of its Material Subsidiary, it being specified that such clause shall not prevent the Issuer and the Principal Subsidiaries to merge, demerge or transfer partial business within the Group.

10. Financial Covenants

So long as any of the Notes is outstanding, the Issuer shall at all times comply with the following financial covenants:

- (i) maintain the R1 Ratio (as defined below) below or equal to 5.5 as at 31 December in each year, and
- (ii) maintain the R2 Ratio (as defined below) below or equal to 2 as the 31 December in each year,

(each, a “**Financial Covenant**”).

For the purpose of calculating the ratios set out in this Condition 10, only consolidated data should be taken into account, as defined in the consolidated annual financial statements of the Issuer on the basis of the rules and methods applicable to the accounting system of the Issuer at the Issue Date. In the event of a change in the accounting regulation applicable to the Issuer and its Subsidiaries, as described in the notes to the consolidated financial statements of the Issuer for the financial year ending 31 December 2012, the Issuer undertakes to renegotiate in good faith with the *Masse* of the Noteholders, that determines in general meeting the financial commitments and ratios calculation methods described in this Condition 10.

The Issuer shall provide the Put Agent within six months after the end of the financial year at the latest with (i) a compliance certificate signed by its statutory auditors evidencing the compliance with the Financial Covenants set out in this Condition 10 and describing the details of their calculation, or (ii) as the case may be, a non-compliance certificate.

So long as any of the Notes is outstanding, the Put Agent shall promptly deliver a notice to the Noteholders, in accordance with Condition 11, if (i) for any reason whatsoever, it did not receive such certificate from the Issuer or (ii) it results from such certificate that any of the Financial Covenants is not complied with by the Issuer on the basis of the latest Issuer's annual audited consolidated financial statements.

Notwithstanding the provisions set out in this Condition 10, if the Issuer proceeds to a significant external growth operation (defined as an operation resulting of a change of more than 25% of (i) the consolidated turnover of the Issuer over the last financial year, or (ii) the consolidated assets of the Issuer at the end of such financial year, or (iii) the net

profit of the Issuer before tax at the end of this financial year), the above R1 Ratio and R2 Ratio will be calculated on the basis of pro forma accounts, prepared in order to take into account the impacts of the acquisition and subject to a report from the auditors of the Issuer. These derogatory provisions will be only applicable for the financial year in which the acquisition will take place. The above general provisions will be applicable for the following financial years.

If an Investment Grade Rating is assigned to the Issuer and no Event of Default has occurred and is continuing, then for so long as an Investment Grade Rating continues to be assigned to the Issuer and no Event of Default occurs, the Financial Covenants shall be suspended and shall not be applicable to the Notes and the Issuer shall not be required to deliver any compliance certificate or non-compliance certificate as contemplated above.

For the purposes of these Conditions:

“**R1 Ratio**” means:
$$\frac{\text{Adjusted Net Debt}}{\text{Adjusted EBITDA}}$$

“**R2 Ratio**” means:
$$\frac{\text{Consolidated Net Debt}}{\text{Consolidated Equity} + \text{Deferred Tax Liabilities arising on the Revaluation of Intangible Assets}}$$

“**Adjusted Net Debt**” means, on the basis of the consolidated financial statements of the Issuer, the Consolidated Net Debt, less the amount of the Real Estate Debt;

“**Adjusted EBITDA**” means the Consolidated EBITDA less 6% of the Real Estate Debt;

“**Consolidated EBITDA**” means, on the basis of the consolidated financial statements of the Issuer, the EBIT *plus* the sum of:

- the allocations net of releases of operating provisions for assets and of operating provisions for liabilities and charges, and
- the allocations net of releases of amortization of intangible and tangible fixed assets (including, without limitation, depreciation relating to the adjustment in consolidation of financial leases and hire-purchase contract);

“**Consolidated Equity**” means, on the basis of the consolidated financial statements of the Issuer, “equity” (*capitaux propres*) *plus* “minority interests” (*intérêts minoritaires*) as shown in the consolidated financial statements of the Issuer, established pursuant to the international standards IFRS.

“**Consolidated Net Debt**” means, on the basis of the consolidated financial statements of the Issuer, the Financial Indebtedness, less the amount of “cash” (*disponibilités*) and “marketable securities” (*valeurs mobilières de placement*) and any items equivalent to the assets adjusted pursuant the IAS 7 standard;

“**Deferred Tax Liabilities arising on the Revaluation of Intangible Assets**” means, the deferred tax liabilities arising relating to the revaluation of intangible assets as shown in the consolidated financial statements of the Issuer.

“**EBIT**” means, on the basis of the consolidated financial statements of the issuer, the outstanding operating profit (*résultat opérationnel courant*), as shown in the financial statements;

“**Financial Indebtedness**” means, on the basis of the consolidated financial statements of the Issuer, the sum of:

- (i) any short, mid and long term loans or indebtedness incurred with banks, credit institutions and other financial creditors,
- (ii) any loans or indebtedness related to any financial instruments (excluding shares, perpetual subordinated debt, deeply subordinated debt or any equivalent instruments) according to Article L. 211-1 of the French *Code monétaire et financier*, governed by French or foreign law, including any indebtedness in relation to any currency or interest rate swap agreement or any hedging contract, excluding the fair value of the currency or interest rate swap agreements or any hedging contracts;
- (iii) any outstanding bank overdrafts, discounted bill not yet due, transferable receivables according to the Dailly law (*loi Dailly*) or any other form of assignment of some or all of the customer item (*poste client*) to the extent that such operations are without recourse on the Issuer or the related subsidiaries;

- (iv) any bonds or notes issued by the Issuer (excluding perpetual subordinated debt, deeply subordinated debt or any equivalent instruments);
- (v) any payment obligation incurred pursuant to any financial lease according to IAS 17 ;
- (vi) any debt incurred, in principal or ancillary, under any guarantee, endorsement or surety granted by the Issuer or its Subsidiaries, in order to secure the Financial Indebtedness incurred by a third party to the Group, any amount of money due in respect of any financial contracts (according to Article L 211-1 of the French *Code monétaire et financier*) it being specified that the net amount payable by the debtor will be taken into account to the extent that the contract includes a netting option; and
- (vii) any deferred payment obligation incurred in connection with the acquisition of any asset provided that such deferral of payment is the method to finance this acquisition.

“**Fitch**” means Fitch Ratings or any of its successors or affiliates.

“**Group**” means the Issuer and its French and foreign subsidiaries of the Issuer within the meaning of Article L.233-3 of the French *Code de commerce*.

“**IFRS**” means “International Financial Reporting Standards”, being the international accounting standards that are applicable at the Issue Date as endorsed by European Union. In the event of any changes in these accounting standards after the Issue Date, and if such new standards have an adverse impact on the consolidated financial statements of the Issuer, the consolidated financial statements used to conduct the compliance test with the above mentioned financial ratios will be adjusted on the basis of the IFRS accounting standards applicable at the Issue Date.

“**Investment Grade Rating**” means (i) a rating of at least BBB- by S&P, Baa3 by Moody’s or BBB- by Fitch or any equivalent rating by any other rating agency generally recognized as such by banks, securities houses and investors in the euro-markets, and provided that (ii) no rating assigned is below BBB- for S&P, Baa3 for Moody’s and BBB- for Fitch.

“**Material Subsidiary**” means any consolidated subsidiary by global integration of which the Issuer, directly or indirectly, holds at least 40% of the voting rights (provided that no other shareholder holds, directly or indirectly, alone or in concert, a fraction of the voting rights greater than the Issuer) and which represented i) more than 10% of the consolidated turnover of the Issuer over the last financial year, or ii) more than 10% of the consolidated assets of the Issuer at the end of the last financial year or iii) more than 10% of the net profit before taxation of the Issuer at the end of the last financial year.

“**Moody’s**” means Moody’s Investors Service Inc. or any of its successors or affiliates.

“**Real Estate Debt**” means, on the basis of the consolidated financial statements of the Issuer, the sum of:

- (i) long-term loans and debts related to the housing stock (*emprunts et dettes long-terme liés au parc immobilier*);
- (ii) debts corresponding to real estate leasing agreements (*dettes correspondants à des contrats de crédit-bail immobilier*);
- (iii) real estate property bridge loans (*prêts relais immobiliers*); and
- (iv) overdrafts related to real estate (*decouverts liés à l’immobilier*).

“**S&P**” means Standard & Poor’s Ratings Services, a division of the McGraw-Hill Companies or any of its successors or affiliates.

“**Subsidiary**” means any subsidiary (filiale) of the Issuer within the meaning of Article L.233-3 of the French *Code de commerce*.

11. Notices

Any notice to the Noteholders will be duly given if delivered to Euroclear France and, so long as the Notes are listed on Euronext Paris and the rules applicable to such market so require, published in a leading daily newspaper having

general circulation in France (which is expected to be *Les Echos* or such other newspaper as the Fiscal Agent shall deem necessary to give fair and reasonable notice to the Noteholders).

Any notice to the Noteholders shall be deemed to have been given on the date of such delivery or publication or if published on different dates, on the date of the first publication.

12. Representation of the Noteholders

The Noteholders will be grouped automatically for the defence of their common interests in a *masse* (hereinafter referred to as the “*Masse*”).

The *Masse* will be governed by the provisions of Articles L.228-46 *et seq.* of the French *Code de commerce*.

The *Masse* alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the Notes.

The initial representative of the *Masse* (the “**Representative**”) shall be Association de représentation des masses de titulaires de valeurs mobilières, TS 69079 – 44918 Nantes Cedex 9.

In the event of death, resignation or revocation of the Representative, a replacement will be elected by a Noteholders’ general meeting.

The Issuer shall pay to the Representative an amount equal to € 600 *per annum* for its services, payable annually on 30 November in each year, commencing on 15 July 2013, up to and including the Maturity Date provided that the Notes remain outstanding at each such date (it being noted that for the period beginning on 15 July 2013 and ending on 30 November 2013, the amount due to the Representative shall be calculated *prorata temporis*). Should the Representative replace the initial Representative, he will receive the remuneration of € 600 *per annum* per year, which will only be due starting from the first day of his acting in such capacity.

All interested Noteholders may at all times obtain the names and addresses of the Representative at the principal office of the Issuer and the specified office of any of the Paying Agents.

In accordance with Article R.228-71 of the French *Code de commerce*, the right of each Noteholder to participate in general meetings of Noteholders will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder as of 0:00, Paris time, on the third business day in Paris preceding the date set for the meeting of the relevant general meeting.

13. Further issues

The Issuer may from time to time, without the consent of the Noteholders, issue further notes to be assimilated (*assimilables*) with the Notes as regards their financial service, provided that such further notes and the Notes shall carry identical rights in all respects (or in all respects except for the issue price and the first payment of interest thereon) and that the terms of such further notes shall provide for such assimilation.

In the case of such an assimilation, the holders of such further notes and the Noteholders will be grouped in a single *masse* for the defence of their common interests. References in these Conditions to the Notes include any other notes issued pursuant to this Condition and assimilated with the Notes.

14. Governing law and jurisdiction

The Notes are governed by, and shall be construed in accordance with, French law.

Any dispute arising out of or in connection with the Notes will be submitted to the competent courts within the jurisdiction of the Court of Appeal of Paris.

USE OF PROCEEDS

The net proceeds from the issue of the Notes will be used by the Issuer mainly for diversification of its sources of funding and contribute to extending the maturity profile of its financial resources and for general corporate purposes of the Issuer.

DESCRIPTION OF THE ISSUER

The section below is a summary of the description of the Issuer which is included in the 2011 Reference Document and the 2012 Reference Document which are incorporated by reference into this Prospectus, as provided in Section "Documents Incorporated by Reference".

Administrative information

ORPEA is a *Société Anonyme (limited liability company)* with a Board of Directors governed by French law, with a share capital of EUR 66,247,577.50.

ISIN Code: FR0000184798 - Listed on segment A of NYSE Euronext Paris.

Business sector: operating structures of care dependency, either permanent or temporary.

ICB code: 4533, Health care provider.

APE code: 8710 A.

History

The ORPEA Group has been built up methodically in 23 years, making it the European leader in Dependency care with nursing homes for dependent people, multi-disciplinary and specialist post-acute and rehabilitation care facilities and general psychiatric clinics.

Founded in 1989 by the current Chairman, Dr Jean-Claude Marian, ORPEA expanded during 6 years through the creation of 46 facilities, representing 4,600 nursing home beds. In 1995, following a period of brisk expansion, ORPEA reorganised itself in order to optimise its management costs with the creation of an administrative head office.

In 1999, ORPEA started the development of a medium-term care offering with the creation and acquisition of post-acute and rehabilitation care and psychiatric care clinics.

In 2002, ORPEA was successfully floated on the Second Marché of Euronext Paris with a market capitalisation of € 250m. The target of this IPO was to ensure strong growth and step up its capacity for expansion.

In 2004, ORPEA started its expansion into Europe with the opening of two facilities in Italy. The international development was accelerated in 2006 with acquisitions in Switzerland, Belgium and Spain.

In 2010, ORPEA carried out its largest acquisition with Mediter, representing a total of 4,866 beds at 57 facilities.

In 2011, the Group continued to grow both in France and abroad, and strengthened its financial structure with a right issue of € 203 million that was the largest capital increase in France in 2011.

In 2012, ORPEA continued its expansion in Europe with two strategic acquisitions in Spain and Belgium. The Group also started diversifying its sources of financing with the completion of several private placement in bonds.

Corporate purpose

The ORPEA Group's purpose and business is to offer global dependency care in the form of long term care (nursing homes), post-acute and rehabilitation care and psychiatric care facilities.

The corporate purpose of ORPEA is:

- Creating, developing, acquiring, managing and operating, directly or indirectly, all types of medical care facilities, medical and social care facilities and residential facilities for the elderly, all types of residential facilities for disabled people of any age, and all hotel, hotel-related and leisure accommodation facilities;
- Providing technical, commercial, administrative and financial assistance to all companies whose business activity is directly or indirectly related to the foregoing;
- Acquiring and subscribing to equity instruments in all existing or future companies and creating and managing all financial investments;
- Secondly, purchasing, enhancing the value of, exchanging and selling, after division and/or works where applicable, the property asset owned by the company.

Overview of the Issuer's business

The ORPEA Group's activities are based on the following fundamentals:

- service values, professionalism and welcome shared by all employees;
- uniform facilities, allowing it to offer global and high quality dependency care;
- an organisational structure in place to satisfy residents, patients and employees;
- an on-the-ground operating framework, as close as possible to residents, patients and employees.

The ORPEA Group operates facilities in European countries where the sector is regulated in a very similar way to in France, namely Belgium, Spain, Italy and Switzerland. These countries have in common:

- strong regulation with a *numerus clausus* ("restricted numbers") system on the number of beds constituting a significant barrier to entry;
- a sharp increase in the number of elderly people;
- a supply of beds that is insufficient in both quantity and quality.

The regulatory framework of ORPEA's business and the pricing are detailed in pages 74 to 84 of the 2012 Reference Document.

Business Model and strategy

For the last 10 years, ORPEA Group has a very dynamic expansion strategy through a proven business model:

- Creation of new facilities by getting some new authorizations;
- Selected acquisitions where ORPEA has a real know-how for refurbishment and upgrade of the Quality of old facilities.

For many years, ORPEA's real estate strategy has been to remain the owner of approximately 50% of its housing stock. The objective of this real estate policy is to:

- control its operation to provide the best quality service and maintain the flexibility to perform any work needed;
- increase the Group's net worth through acquiring new and well located assets;
- secure ORPEA's profitability in the medium and long term.

After 10 years of intense development, the ORPEA Group has strengthened its European leadership position in the global Dependency care sector and now has a solid base of mature facilities.

Henceforth, ORPEA has all the assets it requires to deploy a strategy based on increasing cash-flow generation, accompanied by a more selective and value added pace of external growth.

Organisation of the group

The Group's organisational structure is based on two main principles:

- centralisation of all general services at the head office (accounting, purchasing, payroll, legal, billing, etc.);
- an operating organisational structure suited to the responsiveness requirements of its business lines, as well as the Group's management reporting and quality monitoring demands.

Corporate Governance

In the last years, the ORPEA's governance has changed.

Thus, the Board decided on 15 February 2011 to separate the roles of Chairman and CEO.

The Board of Directors was also extended when renewing the appointments of the directors at the general meeting convened to approve the financial statements for the year ended 31 December 2010. The term of office for directors was reduced from six years to four years and appointments were staggered to avoid a block renewal. Continuing the strengthening of the Board, two new directors were appointed by the Ordinary General Meeting of 17 October 2011.

On 14 November 2011 the Board of Directors adopted rules of procedure to improve its operations. The Board also set up two committees: the Audit Committee and the Appointments and Remuneration Committee.

The Company is managed by a Board of Directors, currently consisting of seven members, of whom three are from major shareholders:

- Dr Jean-Claude Marian MD, Chairman and founder of ORPEA;
- Yves Le Masne, CEO of ORPEA;

- Brigitte Michel, Board member;
- Alexandre Malbasa, Board member;
- Jean-Patrick Fortlacroix, Independent board member;
- FFP Invest, represented by Thierry Mabilde de Poncheville, Independent board member;
- Neo Gema, represented by Philippe Austruy, Independent board member.

Shareholder structure as of 20.06.2013

Shareholder	No. of shares	% of share capital	No. of voting rights	% of voting rights
JC Marian	10,686,468	20.16%	20,498,314	30.06%
SANTE FINANCE ET INVESTISSEMENT	1,015,000	1.92%	1,015,000	1.49%
Marian family	523 482	0.99%	1,028,514	1.51%
JC Marian and family	12,224,950	23.07%	22,541,828	33.05%
Sempré	4,014,784	7.58%	7,934,160	11.63%
Neogema	10	0.00%	10	0.00%
FFP Invest	3,811,353	7.19%	3,811,353	5.59%
Treasury shares	17,627	0.03%		
Public sector	32,929,338	62.13%	33,912,015	49.72%
Total	52,998,062	100.00%	68,199,366	100.00%

In 2012, no declarations were made with respect to threshold crossings of share capital.

On 24 January 2013, the private limited company under Belgian law NeoGema (controlled by Mr Philippe Austruy), notified the company that it had fallen below the threshold of 5% of share capital and voting rights on 18 January 2013 as a result of the selling of share capital off the market.

Outlook

The Group intends to keep this first-class growth momentum going during 2013 and confidently expects to generate sales of € 1,600 million (up to 12%, including brisk organic growth), together with strong margins.

For the following years, ORPEA is set to continue pursuing its strategy of margin improvement, cash generation, debt reduction and controlled development creating substantial value.

Key financial items

Selected financial information - consolidated income statement

In €m	31/12/2012	31/12/2011	31/12/2010
Revenue	1,429.3	1,234.1	964.2
EBITDAR ¹	370.1	311.4	236.4
EBITDA ²	257.9	218.2	172.3
Recurring Operating Profit	194.4	163.2	129.8
Operating Profit	221.3	190.0	151.1
Net financial cost	(72.8)	(65.0)	(52.7)
Income tax	(52.4)	(45.5)	(30.9)
Consolidated net income	97.1	80.3	66.3
Net profit (Group share)	97.0	80.3	66.3

¹ EBITDAR = **current EBITDA before rents**, including provisions relating to "external charges" and "staff costs"

² EBITDA = **recurring operating profit before depreciation, amortization and provisions**, including provisions relating to "external charges" and "staff cost"

Selected financial information - consolidated statement of cash flows

In €m	31/12/2012	31/12/2011	31/12/2010
Cash flow	212.3	184.2	137.2
Net cash flow from operating activities	208.1	202.3	135.6
Net cash flow from investing activities	(279.4)	(349.5)	(296.7)
Net cash flow from financial activities	124.0	180.1	302.3
Change in cash and cash equivalents	52.8	32.9	141.2
Cash and cash equivalents, end of period	362.3	309.5	276.5

Selected financial information - consolidated balance sheet

In €m	31/12/2012	31/12/2011	31/12/2010
Equity attributable to owners of the Company	1,214	1,152	865
Current financial liabilities	624	587	509
Non-current financial liabilities	1,670	1,462	1,459
- Cash and cash equivalents	(362)	(309)	(277)
Net debt	1,932	1,739	1,691
Goodwill	380	323	431
Intangible assets	1,306	1,129	835
Property, plant and equipment ³	2,573	2,338	2,030
Total assets	4,955	4,482	3,880

³ Of which assets held for sale

Selected financial information - earnings per share

In €	31/12/2012	31/12/2011	31/12/2010
Net earnings per share	1.83	1.87	1.71
Dividends	0.60	0.50	0.23

Breakdown of beds by geographical area and by type (in operation, under restructuring or under construction) as at March 1st 2013, including 100% of Medibelge.

	TOTAL	France	Spain	Belgium	Italy	Switzerland
Number of operating beds	31,726	24,154	2,938	3,598	871	165
<i>Including beds undergoing restructuring</i>	<i>3,246</i>	<i>2,334</i>	<i>0</i>	<i>912</i>	<i>0</i>	<i>0</i>
Number of beds under construction	5,402	2,989	0	2,008	405	0
Total number of beds	40,374	29,477	2,938	6,518	1,276	165
Total number of facilities	431	339	22	56	12	2

For the breakdown of beds in operation, undergoing restructuring and under construction by geographical area over the last three years, please refer to page 7 of the 2012 Reference Document.

About Medibelge

During the first-half of 2012, Medibelge was 49% owned and was therefore accounted for by equity method. Since July 1st, 2012, ORPEA holds 100% of Medibelge, following the purchase of the remaining 51% (the amount of this acquisition is not significant compared to the level of the development of the group; this transaction had no material impact on the Orpea financial statements). Medibelge is therefore fully consolidated in ORPEA's third quarter revenue and will be fully consolidated in ORPEA's second half financial statements.

Bond issuances

In the second-half of 2012 and first half of 2013, the issuer has been active on the bond market with:

- a € 193 million dual tranche bond issuance arranged by Crédit Agricole Corporate & Investment Bank admitted to trading on Euronext Paris on 30 November 2012;
- a € 20 million bond issuance arranged by Kepler Capital Markets admitted to trading on Euronext Paris on 30 November 2012;
- a € 90 million bond issuance arranged by Deutsche Bank admitted to trading on the regulated market of the Luxembourg Stock Exchange on 4 December 2012; and
- a € 33 million bond issuance arranged by Crédit Agricole Corporate & Investment Bank admitted to trading on Euronext Paris on 12 April 2013, to be assimilated and interchangeable for trading with the 2nd tranche of the € 193 million dual tranche bond issuance dated 30 November 2012.

RECENT DEVELOPMENTS



Launch by ORPEA of an offering of net share settled bonds convertible into new shares and/or exchangeable for existing shares (ORNANE) due January 1, 2020, for an initial nominal amount of approximately €150 million which may be increased up to a maximum nominal amount of approximately €200 million

Meanwhile the company plans to reduce the dilution from the potential exercise of the warrants (issue in 2009 of bonds with redeemable equity warrants giving right to either subscribe or purchase shares (OBSAAR) due 14 August, 2015) by acquiring them through a simplified tender offer

Puteaux, July 9, 2013

ORPEA (the “**Company**”, the “**Group**” or “**ORPEA**”) launches today an offering of net share settled bonds convertible into new shares and/or exchangeable for existing shares (ORNANE) due January 1, 2020 (the “**Bonds**”) for an initial nominal amount of approximately €150 million, which may be increased by approximately 15%, up to a nominal amount of approximately 172.5 million euros in the event of the full exercise of the extension clause. Moreover, ORPEA granted to Crédit Agricole Corporate and Investment Bank, Natixis and Société Générale Corporate & Investment Banking (the “**Joint Lead Managers and Joint Bookrunners**”) an over-allotment option exercisable at the latest on July 15, 2013, which would enable to increase the nominal amount of the issue up to a maximum amount of approximately €200 million.

Meanwhile, the Company plans to set up a repurchase of the Redeemable Equity Warrants giving right to either Subscribe or Purchase Shares issued in August 2009 and due August 2015 (the “**BSAAR**”).

This issue will allow ORPEA to pursue its strategy of disintermediation and optimisation of its financial structure initiated in 2010 and reinforced, over the last year, by various bond issues. ORPEA intends to continue this strategy and to proceed with new bond issues under favourable financial conditions, market conditions permitting.

The net proceeds of this issue will be used to manage the financial debt of the Group, including among others the repayment of banking credit lines, allowing the extension of the average financing maturity and the optimisation of the financial expenses paid by the Group.

The terms and conditions of the ORNANE including the possibility to redeem the nominal in cash and to pay with shares, only the difference between the conversion value and the nominal, enable to significantly reduce dilution compared to a standard convertible bond.

As an example, considering an issue of ORNANE for an amount of approximately €200 million, a nominal value of €45.28¹ and a conversion value of €58.86², beyond the sum to be paid in cash which

¹ Nominal value determined on the basis of a 24.50% premium (mid range) applied to the closing price of the ORPEA share on July 8 2013, i.e. €36.37.

² The conversion value is equivalent to the issuer soft call threshold and to the ORPEA share price level at the moment the conversion is requested. These calculations do not take into account the adjustments of the conversion ratio to be made in

equals to the nominal value, the number of ORPEA shares to be delivered to the holders amounts to 1,019,067, i.e. approximately 1.92% of the current share capital.

In addition, the planned repurchase of BSAAR would enable to reduce the potential dilution by 2.33% of the current share capital, considering that the Company manages to acquire 100% of the outstanding BSAAR.

Yves Le Masne, Chief Executive Officer of the Company, declared: *“With this transaction, ORPEA, is taking advantage of the current favourable financial conditions and also of the investors’ positive sentiment for the very high visibility on ORPEA business and on the proven effectiveness of its profitable growth model. ORPEA continues to optimise its financial structure, in line with its objective of managing its debt.*

The potential dilution linked to the transaction will be extremely limited and might even be fully compensated if the Group was to repurchase the outstanding BSAAR, which represent a potential dilution of 2.33% of the current share capital through the announced repurchase transaction.”

The Bonds will be issued at par, representing an issue premium between 22 % and 27 % over ORPEA¹’s reference share price on the regulated market of NYSE Euronext in Paris (**“Euronext Paris”**).

The Bonds will bear interest at a nominal annual rate between 1.75 % and 2.50 %, payable semi-annually in arrears on January 1 and July 1 in each year (or on the following business day if one of such dates is not a business day). As an exception, for the period from July 17, 2013, the expected issue date of the Bonds, to December 31, 2013, inclusive, the first interest payment to be made on January 1, 2014 (or on the first following business day if such date is not a business day) will be calculated *prorata temporis*.

The Bonds will be redeemed at par on January 1, 2020 (or on the first following business day if such date is not a business day).

In the event of the exercise of their right to convert or exchange their Bonds, bondholders will receive, at the Company’s option, an amount in cash and, as the case may be, an amount payable in new and/or existing shares of ORPEA. The Company will also have the option to deliver new and/or existing shares only.

Under certain conditions, the Bonds may be redeemed prior to maturity at the Company’s option. In addition, the bondholders may require the early redemption of the Bonds, in particular in the event of a change of control of the Company under certain conditions in accordance with the provisions of the prospectus submitted to the visa of the *Autorité des marchés financiers* (the **“AMF”**).

The Bonds are offered today through a private placement in France and outside France with the exclusion of the United States of America, Canada, Australia and Japan, followed by a public offering in France, from July 10, 2013 to July 12, 2013, 5.00 pm (Paris time) inclusive, subject to the granting of the visa of the AMF on the prospectus relating to this transaction.

The bondholders will be able to exercise their conversion right at any time from the issue date up to the 18th trading day (excluded) preceding the expected redemption date, i.e. 1 January, 2020.

The final terms and conditions of the Bonds are expected to be set on July 9, 2013.

The listing of the Bonds on Euronext Paris will be applied for and will occur on the expected issue and settlement and delivery date of the Bonds, i.e. July 17, 2013.

In the context of this transaction, the Company agreed for a 90-day lock-up period subject to certain exemptions.

The issue of the Bonds is lead-managed by Crédit Agricole Corporate and Investment Bank, Natixis and Société Générale Corporate & Investment Banking acting as Joint Lead Managers and Joint Bookrunners.

Parallel plan regarding a simplified tender offer on the BSAAR

ORPEA also plans to acquire all the BSAAR created upon the issuance of bonds amounting to €217 million on August 14, 2009, described in a prospectus approved by the AMF on July 15, 2009 under visa number 09-225. This repurchase will be made through a simplified tender offer which will be filed with the AMF and the repurchase price will be determined after consultation of an independent expert.

The board of directors of the Company, held on 20 June, 2013 unanimously approved the principle of such a transaction aiming at reducing the potential dilution and thus limiting the dilutive impact of the potential conversion of the Bonds.

Should the proposed transaction lead to the full buy-back of the 1,163,473 outstanding BSAAR (with an exercise price of €37.90), the cancellation of these warrants would result in the definitive cancellation of the potential creation of 1,235,608 new shares (on the basis of an exchange ratio of 1.062), representing 2.33% of the current share capital.

The 2012 registration document (*document de référence*) of the Company, filed with the AMF on May 14, 2013 under No. D.13-0525, is available on the Internet websites of the Company (www.orpea.com) and the AMF (www.amf-france.org).

The Company draws investors' attention to the risk factors mentioned in particular in Chapter IV of the registration document.

Important Information:

This press release does not constitute a subscription offer and the offering of the Bonds does not constitute a public offering in any country other than France under the following conditions:

In France,

- the Bonds will first be offered by way of a private placement to qualified investors in accordance with Article L.411-2-II of the French *Code monétaire et financier*, and
- following this private placement, a prospectus will be filed to obtain a visa from the AMF in order to allow subscription by the public in France during a period of three trading days. No subscription will be accepted from the public prior to the AMF granting its visa on the prospectus, nor prior to the opening of the subscription period.

About ORPEA (www.orpea-corp.com)

Listed on Euronext Paris since April 2002 and a member of the Deferred Settlement Service, ORPEA is the leading European player in the Long-Term Care and Post-Acute Care sectors.

At 1st March 2013, the Group had a unique European network of 431 healthcare facilities with 40,374 beds (34,972 of them operational), including:

- 29,477 beds in France: 26,488 operational (including 2,334 being renovated) + 2,989 under construction, at 339 facilities,
- 10,897 beds in Europe (Spain, Belgium, Italy and Switzerland): 8,484 operational (including 912 being renovated) + 2,413 under construction, at 92 facilities

Listed on Euronext Paris Compartment A of NYSE Euronext
 Member of the **CAC Mid 60** and **SBF 120** indices - Member of the **SRD**
 ISIN: FR0000184798 - Reuters: **ORP.PA** - Bloomberg: **ORP FP**

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Very great success, with an offer 4 times oversubscribed, of the offering by ORPEA of net share settled bonds convertible into new shares and/or exchangeable for existing shares (ORNANE) due January 1, 2020, for a nominal amount of approximately €172.5 million which may be increased up to a maximum nominal amount of approximately €200 million

Final terms

(Subject to the granting of the visa by the *Autorité des marchés financiers*)

Puteaux, July 9, 2013

ORPEA (the “**Company**“, the “**Group**” or “**ORPEA**”) launched today an offering of net share settled bonds convertible into new shares and/or exchangeable for existing shares (ORNANE) due January 1, 2020 (the “**Bonds**”) for a nominal amount of approximately €172.5 million, after exercise in full of the extension clause, which may be increased up to a maximum nominal amount of approximately €200 million in the event of the full exercise of the over-allotment option granted to Crédit Agricole Corporate and Investment Bank, Natixis and Société Générale Corporate & Investment Banking (the “**Joint Lead Managers and Joint Bookrunners**”), at the latest on July 15, 2013.

Meanwhile, the Company plans to set up a repurchase of the Redeemable Equity Warrants giving right to either Subscribe or Purchase Shares issued in August 2009 and due August 2015 (the “**BSAAR**”).

This issue will allow ORPEA to pursue its strategy of disintermediation and optimisation of its financial structure initiated in 2010 and reinforced, over the last year, by various bond issues. ORPEA intends to continue this strategy and to proceed with new bond issues under favourable financial conditions market conditions permitting.

The net proceeds of this issue will be used to manage the financial debt of the Group, including the repayment of banking credit lines, allowing the extension of the average financing maturity and the optimisation of the financial expenses paid by the Group.

The nominal value per Bond has been set at €46.56, representing an issue premium of 27 % over ORPEA¹'s reference share price on the regulated market of NYSE Euronext in Paris (“**Euronext Paris**”).

The Bonds will be issued at par and will bear interest at a nominal annual rate of 1.75 %, payable semi-annually in arrears on January 1 and July 1 in each year (or on the first following business day if one of such dates is not a business day). As an exception, for the period from July 17, 2013, the expected issue date of the Bonds to December 31, 2013, inclusive, the first interest payment, to be made on January 1, 2014 (or on the first following business day if such date is not a business day), will be calculated *pro rata temporis*.

The Bonds will be redeemed at par on January 1, 2020 (or on the first following business day if such date is not a business day).

The bondholders will be able to exercise their conversion right at any time from the issue date up to the 18th trading day (excluded) preceding the expected redemption date, i.e. 1 January, 2020.

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Under certain conditions, the Bonds may be redeemed prior to maturity at the Company's option. In addition, the bondholders may require the early redemption of the Bonds, in particular in the event of a change of control of the Company under certain conditions in accordance with the provisions of the prospectus submitted to the visa of the *Autorité des marchés financiers* (the "**AMF**").

The Bonds will be offered to the public in France from July 10, 2013 to July 12, 2013, 5.00 pm (Paris time) inclusive, subject to the granting of the visa by the AMF on the prospectus relating to this transaction.

The listing of the Bonds on Euronext Paris will be applied for and will occur on the expected issue and settlement date of the Bonds, i.e. July 17, 2013.

In the context of this transaction, the Company agreed for a 90-day lock-up period subject to certain exemptions.

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- the Bonds have first been offered by way of a private placement to qualified investors in accordance with Article L.411-2-II of the French *Code monétaire et financier*, and following this private placement, a prospectus will be filed to obtain a visa from the AMF in order to allow subscription by the public in France during a period of three trading days. No

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SOLID SALES GROWTH IN H1 2013: UP 14.3% TO €782.7 MILLION

- ORGANIC GROWTH: UP 7.1%
- INTERNATIONAL GROWTH: UP 58%

2013 SALES TARGET CONFIRMED AT €1,600 MILLION

Puteaux, 9th July 2013

ORPEA, the leading European player in Long-Term Care (nursing homes), Post-Acute Care and Psychiatric Care, has today announced its sales for the second quarter and the first half of 2013 to 30th June.

In €m	Quarterly			Half-Year		
	Q2 2013	Q2 2012	Var.	H1 2013	H1 2012	Var.
France <i>% of total sales</i>	331.8 83%	302.8 87%	+9.5%	652.1 83%	601.8 88%	+8.4%
International <i>% of total sales</i>	66.5 17%	45.4 13%	+47.7%	130.7 17%	82.9 12%	+57.7%
Belgium	38.9	17.6		77.9	36.4	
Spain	12.2	15.5		24.8	24.6	
Italy	9.8	7.4		18.8	14.2	
Switzerland	5.6	4.8		9.2	7.6	
Total sales <i>Organic growth¹</i>	398.4	348.2	+14.4% +7.3%	782.7	684.7	+14.3% +7.1%

¹ Organic growth reflects the following factors: 1. the growth in sales (in period n vs. period n-1) of existing facilities as a result of changes in their occupancy rates and daily rates, 2. the growth in sales (in period n vs. period n-1) of restructured facilities or those with capacity increased during period n or n-1, and 3. sales generated in period n by facilities set up in period n or n-1. Organic growth includes the improvement in sales recorded at recently-acquired facilities by comparison with the previous equivalent period.

Yves Le Masne, ORPEA's Chief Executive Officer, commented: *"In second quarter 2013, ORPEA continued to report significant sales growth of 14.4%, after an increase of 14.2% in the first quarter.*

In the first half, ORPEA again demonstrated the quality and the efficiency of its business model, with strong sales growth of 14.3% to €782.7 million, surpassing its full-year target of 12%.

This performance can be attributed to the combination of a rigorous, value-creating acquisition policy and robust organic growth of 7.1%.

The occupancy rate of mature facilities remained very high in all of the countries where ORPEA operates, while the ramping up of recent openings is proceeding faster than expected.

ORPEA opened 540 beds (new construction and restructuring) in France and internationally in the second quarter, bringing the total for the first-half to nearly 1,200 beds, all in modern facilities in strategic locations. This strategy of new openings, we have once again been able to create more than 600 stable jobs.

International business reported strong growth of 57.7% and now contributes 17% of consolidated sales. In keeping with its development strategy, ORPEA's goal is to significantly increase the share of revenues generated internationally in the years ahead through selective developments:

- *in European countries that continue to face the daunting challenges of an ageing population,*
- *in China, which must also face now the challenges of an ageing population.*

On the strength of its excellent first-half performances and favourable development prospects, ORPEA confidently reiterates its full-year target of 12% sales growth, to €1,600 million, in 2013, along with solid operating profitability and tight control of debt."

**Next press release: results for the 1st half of 2013,
11 September 2013 before market opens**

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TAXATION

The following is a summary limited to certain tax considerations in France relating to the Notes and is included herein solely for information purposes. It specifically contains information on withholding taxes levied on the income from the Notes held by Noteholders (i) who are not tax residents in France, (ii) who do not hold their Notes through a fixed base or a permanent establishment in France and (iii) who do not otherwise hold shares of the Issuer. This summary is based on the laws in force in France as of the date of this Prospectus, as applied and construed by the French tax authorities, subject to any changes in law or in interpretation.

It does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in or ownership and disposition of the Notes.

1. EU directive on the taxation of savings income

Under EC Council Directive 2003/48/EC on the taxation of savings income dated 3 June 2003 (the “**Directive**”), each Member State is required to provide to the tax authorities of another Member State details of any payment of interest or similar income paid by a paying agent within its jurisdiction to, or under certain circumstances collected for, a beneficial owner (within the meaning of the Directive) resident in that other Member State. However, for a transitional period, Austria and Luxembourg impose, instead of such exchange of information, a withholding tax on all payments of interest within the meaning of the Directive unless the beneficiary of interest payment elects for the exchange of information. The rate of this withholding tax has been 35% since 1 July 2011, and will remain so until the end of the transitional period. This transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments.

Also since 1 July 2005, a number of non-EU countries, and certain dependent or associated territories of certain Member States, have agreed to adopt similar measures (either provision of information or transitional withholding tax) in relation to payments made by a paying agent within its jurisdiction to, or under certain circumstances collected for, a beneficial owner (within the meaning of the Directive) resident in a Member State. In addition, the Member States have entered into reciprocal provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a paying agent in a Member State to, or under certain circumstances collected for, a beneficial owner (within the meaning of the Directive) resident in one of those territories.

On 13 November 2008, the European Commission published a detailed proposal for amendments to the Directive, which included a number of suggested changes. The European Parliament approved an amended version of this proposal on 24 April 2009. If any of those proposed changes are made in relation to the Directive they may amend or broaden the scope of the requirements described above.

2. France

Savings Directive

The Directive has been implemented into French law under Article 242 *ter* of the French *Code général des impôts* and Articles 49 I *ter* to 49 I *sexies* of Annex 3 to the French *Code général des impôts*, which imposes on paying agents based in France an obligation to report to the French tax authorities certain information with respect to interest payments made to beneficial owners domiciled in another Member State, including, among other things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner.

Withholding Tax

Payments of interest and other revenues made by the Issuer with respect to the Notes will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a “**Non-Cooperative State**”). If such payments under the Notes are made in a Non-Cooperative State, a 75% withholding tax will be applicable (subject to certain exceptions and to the more favourable provisions of any applicable double tax treaty) by virtue of Article 125 A III of the French *Code général des impôts*.

Furthermore, interest and other revenues on the Notes will no longer be deductible from the Issuer's taxable income if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid in such a Non-Cooperative State. Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 of the French *Code général des impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 bis of the French *Code général des impôts*, at a rate of 30% or 75%, subject, if applicable, to the more favourable provisions of a tax treaty.

Notwithstanding the foregoing, neither the 75% withholding tax provided by Article 125 A III of the French *Code général des impôts* nor the deductibility exclusion nor the withholding tax set out in article 119 bis 2 of the French *Code général des impôts* will apply in respect of the issue of the Notes if the Issuer can prove that the relevant interest or revenues relate to genuine transactions and are not in an abnormal or exaggerated amount and that the principal purpose and effect of such issue of Notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the “**Exception**”). Pursuant to official guidelines issued by the French tax authorities under the references BOI-INT-DG-20-50-20120912, no. 990, BOI-RPPM-RCM-30-10-20-50-20120912, no. 70, and BOI-ANNNX-000366-20120912, no. 90, an issue of notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of the issue of the Notes if such notes are:

- (i) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and that the operation of such market is carried out by a market operator or an investment service provider, or by such other similar foreign entity, provided further that such market operator, investment service provider or entity is not located in a Non-Cooperative State; or
- (ii) admitted, at the time of their issue, to the clearing operations of a central depository or of a securities clearing and delivery and payments systems operator within the meaning of Article L.561-2 of the French *Code monétaire et financier*, or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

Consequently, payments of interest and other revenues made by, of for the account of, the Issuer under the Notes are not subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* and neither the deductibility exclusion nor the withholding tax set out under Article 119 bis 2 of the French *Code général des impôts* apply to such payments solely on account of their being paid to a bank account opened in a financial institution located in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

Payments made to French tax resident individuals

Pursuant to Article 9 of the 2013 French Finance Law (*loi n°2012-1509 du 29 décembre 2012 de finances pour 2013*) subject to certain limited exceptions, interest and similar income received from 1 January 2013 by French tax resident individuals are subject to a 24% withholding tax, set out under Articles 125 A and 125 D of the French *Code général des impôts*. This withholding tax is an advance payment made in respect of the personal income tax of the individual receiving the interest or revenue, which is deductible from his personal income tax liability in respect of the year during which this withholding has been made. If the amount of this withholding exceeds the amount of personal income tax due, the excess is refundable. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of 15.5% on interest and similar income paid to French tax resident individuals.

All prospective investors should seek independent advice as to their tax positions.

SUBSCRIPTION AND SALE

Pursuant to a dealer agreement (the “**Dealer Agreement**”) dated 11 July 2013, between the Issuer and the Bookrunner, the Bookrunner agreed with the Issuer, subject to the satisfaction of certain conditions, to procure the subscription and the payment for the Notes at an issue price equal to 100 per cent. of their aggregate principal amount, less the commissions agreed between the Issuer and the Bookrunner for the benefit of the Bookrunner. The Dealer Agreement entitles, in certain circumstances, the Bookrunner to terminate it prior to payment being made to the Issuer.

1. General restrictions

No action has been or will be taken by the Issuer or Bookrunner (to the best of their knowledge) in any country or jurisdiction that would permit a public offering of the Notes, or the possession or distribution of this Prospectus or any other offering material relating to the Notes, in any country or jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Prospectus nor any document, advertisement or other offering material relating to the Notes may be distributed in or from, or published in, any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations and will not impose any obligations on the Issuer.

The Bookrunner has agreed and represented that it has complied and will comply (to the fullest extent possible) with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this Prospectus or any other offering material.

2. France

The Bookrunner has represented and agreed that, in connection with their initial distribution, it has not offered or sold or caused to be offered or sold, and will not offer or sell or cause to be offered or sold, directly or indirectly, any Notes to the public in France and it has not distributed or caused to be distributed, and will not distribute or cause to be distributed, to the public in France, directly or indirectly, this Prospectus or any other offering material relating to the Notes and that such offers, sales and distributions have been and will be made in France only to (i) providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), and/or (ii) qualified investors (*investisseurs qualifiés*) acting for their own account, all as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier*.

3. United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Terms used in this section and not otherwise defined in this Prospectus have the meanings given to them by Regulation S.

The Notes are only being offered and sold outside of the United States in offshore transactions to non-U.S. persons in compliance with Regulation S.

The Bookrunner has represented and agreed that it has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell, the Notes as part of their distribution at any time within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S).

In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

4. United Kingdom

The Bookrunner has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activities (within the meaning of Section

21 of the Financial Services and Markets Act 2000 (the “**FSMA**”)) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving, the United Kingdom.

GENERAL INFORMATION

1. The Notes have been accepted for clearance through Euroclear France (66 rue de la Victoire, 75009 Paris, France), Clearstream, Luxembourg (42 avenue JF Kennedy, 1855 Luxembourg, Luxembourg) and Euroclear (boulevard du Roi Albert II, 1210 Bruxelles, Belgium) with the common code 095361650. The ISIN code for the Notes is FR0011537430.
2. The Issuer has obtained all necessary consents, approvals and authorisations in France in connection with the issue and performance of the Notes. The issue of the Notes was authorised by resolutions of the Board of Directors (*Conseil d'administration*) of the Issuer dated 14 November 2012.
3. For the purposes of the admission to trading of the Notes on Euronext Paris, and pursuant to Articles L.412-1 and L.621-8 of the French *Code monétaire et financier*, this Prospectus has been submitted to the *Autorité des marchés financiers* (the “AMF”) and received visa No.13-357 dated 11 July 2013.
4. The total expenses related to the admission to trading of the Notes are estimated to € 3,625.
5. Save for any fees payable to the Bookrunner, as far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the issue.
6. The yield of the Notes is 4.15 per cent. *per annum*, as calculated at the Issue Date on the basis of the issue price of the Notes. It is not an indication of future yield.
7. The statutory auditors of the Issuer for the period covered by the historical financial information are Saint Honoré BK&A (140, rue du Faubourg Saint-Honoré - 75008 Paris – France) and Deloitte & Associés (185 avenue Charles de Gaulle - 92524 Neuilly-sur-Seine Cedex – France). They have audited and rendered audit reports on the financial statements of the Issuer for each of the financial years ended 31 December 2011 and 31 December 2012. Saint Honoré BK&A belongs to the *Compagnie Régionale des Commissaires aux Comptes de Paris* and Deloitte & Associés belongs to the *Compagnie Régionale des Commissaires aux Comptes de Versailles*.
8. Except as disclosed in this Prospectus, there has been no significant change in the financial or trading position of the Issuer or the Group since 31 December 2012.
9. Except as disclosed in this Prospectus, there has been no material adverse change in the prospects of the Issuer since 31 December 2012.
10. Except as disclosed in this Prospectus, during the period of twelve (12) months prior to the date of this Prospectus, there have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had in the recent past, significant effects on the Issuer and/or the Group's financial position or profitability.
11. So long as any of the Notes is outstanding, copies of this Prospectus, the documents incorporated by reference in this Prospectus, the by-laws (*statuts*) of the Issuer, the most recent financial statements of the Issuer and, as the case may be, the audit reports with respect thereto will be available and obtainable, free of charge, at the registered office of the Issuer and the specified office of the Fiscal Agent during normal business hours on any weekday (except Saturdays, Sundays and public holidays). This Prospectus, together with the 2011 Reference Document and 2012 Reference Document, are also available on the websites of the *Autorité des marchés financiers* (www.amf-france.org) and of the Issuer (www.orpea-corp.com). The Interim Financial Report is available on the website of the Issuer.

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