

Prospectus dated 7 March 2018



€400,000,000 2.625 per cent. Notes due 2025

Issue Price: 99.238 per cent. of the aggregate principal amount of the Notes

ORPEA, a French law limited liability company (*société anonyme*), having its registered office at 12, rue Jean Jaurès – 92813 Puteaux Cedex – France, and registered with the Registre du Commerce et des Sociétés of Nanterre under number 401 251 566 (the “**Issuer**” or “**ORPEA**”) intends to issue 2.625 per cent. notes (the “**Notes**”) on 8 March 2018 (the “**Issue Date**”), for an aggregate principal amount of €400,000,000. The Notes will mature on 10 March 2025 (the “**Maturity Date**”).

Interest on the Notes will accrue from, and including, the Issue Date at the rate of 2.625 per cent. *per annum*, payable annually in arrear on 10 March in each year. There will be a first long coupon payable on 10 March 2019 for the period from, and including, the Issue Date to, but excluding, 10 March 2019, 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 the Maturity Date. The Issuer may, and in certain circumstances shall, redeem all, but not some only, of the outstanding Notes prior to the Maturity Date, 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 – Redemption and purchase – Redemption for taxation reasons”). The Issuer may also, at its sole discretion, redeem all, but not some only, of the outstanding Notes (i) from (and including) the date falling three months prior to the Maturity Date to (but excluding) the Maturity Date, on any such date, at their principal amount together with accrued interest and in accordance with the provisions set out in “Terms and Conditions of the Notes – Redemption and purchase – Pre-Maturity Call Option”, (ii) at any time prior to the Maturity Date at the Make-whole Redemption Amount (as defined herein) and in accordance with the provisions set out in “Terms and Conditions of the Notes – Redemption and purchase – Early redemption at the Make-whole Redemption Amount”, and (iii) at their principal amount together with any interest accrued thereon, in the event that at least eighty (80) per cent. of the initial aggregate principal amount of Notes has been purchased or redeemed and cancelled by the Issuer prior to the Maturity Date and in accordance with the provisions set out in “Terms and Conditions of the Notes – Redemption and Purchase – Clean-up Call Option”.

Each Noteholder (as defined respectively in the Terms and Conditions of the Notes) will be entitled, in the event of a Change of Control (as defined respectively in the Terms and Conditions of the Notes) of the Issuer, to request the Issuer to redeem all, but not some only, of its Notes at their principal amount, together with any accrued interest thereon (see “Terms and Conditions of the Notes – Redemption and purchase – Redemption following a Change of Control”).

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 (*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 which shall credit the accounts of the Account Holders. “**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. and Clearstream Banking, SA.

This document constitutes a prospectus (the “**Prospectus**”) for the purposes of Article 5.3 of Directive 2003/71/EC of the European Parliament and the Council dated 4 November 2003, as amended from time to time (the “**Prospectus Directive**”) and the relevant implementing measures in France.

Application has been made to the *Autorité des marchés financiers* (the “**AMF**”) in France for approval of this Prospectus, in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* which implements the Prospectus Directive. Application has been made to Euronext Paris for the Notes to be listed and admitted to trading on Euronext Paris. Euronext Paris is a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU, appearing on the list of regulated markets issued by the European Securities and Markets Authority.

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

So long as any of the Notes is outstanding, copies of this Prospectus together with the 2015 Reference Document and 2016 Reference Document will be available on the websites of the Issuer (www.orpea-corp.com) and of the AMF (www.amf-france.org). The 2017 Interim Financial Report is available on the website of the Issuer.

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.

Joint Lead Managers

BNP Paribas

Crédit Agricole CIB

HSBC

Co-Lead Manager

Société Générale Corporate and Investment Banking

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.

BNP Paribas, Crédit Agricole Corporate and Investment Bank and HSBC Bank plc (the “Joint Lead Managers”) and Société Générale (the “Co-Lead Manager” together with the Joint Lead Managers, the “Managers”) have not separately verified the information contained or incorporated by reference in this Prospectus. The Managers do not make any representation, express or implied, nor accept any responsibility, with respect to the accuracy or completeness of any of the information contained or incorporated by reference in this Prospectus or any responsibility for any acts or omissions of the Issuer or any other person (other than the Managers) in connection with the Prospectus or the issue and offering of Notes. 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 Managers 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 or incorporated by reference in this Prospectus. Any information or representation not so contained or incorporated by reference herein must not be relied upon as having been authorised by, or on behalf of, the Issuer or the Managers. 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 Managers 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 Managers do 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 Managers 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 Managers 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 Managers 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.

*IMPORTANT – EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the “EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (“**MiFID II**”); (ii) a customer within the meaning of Directive 2002/92/EC (“**IMD**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.*

*MIFID II product governance / Professional investors and ECPs only type of clients – Solely for the purposes of each manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion, in relation to the type of clients criterion only, that: (i) the type of clients to whom the Notes are targeted is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration each manufacturer’s type of clients assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers’ type of clients assessment) and determining appropriate distribution channels.*

*The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States. 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**” 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 on the functioning of the European Union, as amended.*

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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 fulfil 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 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” section 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 2016 Reference Document and are 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 risk;
- 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;

- customer risk;
- credit, liquidity and treasury risk; and
- legal and arbitration risks.

The Issuer expressly advises prospective investors to carefully consider in full the risk factors set out in the 2016 Reference Document (pages 155 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:

- 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;
- 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;
- 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;
- understand thoroughly the terms of the Notes and related risks and be familiar with the behaviour of the financial markets and any relevant indices;
- 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
- 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 Managers, nor any of their respective affiliates have or assume 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 date. The Issuer reserves the right to purchase Notes in the open market or otherwise at any price in accordance with applicable laws and 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 date.

In the event that the Issuer would be obliged to pay additional amounts payable in respect of any Notes 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 has the option to redeem all, but not some only, of the outstanding Notes as provided in Conditions 5.3, 5.4 and 5.5 of the Terms and Conditions of the Notes. If the market interest rates decrease, the risk to Noteholders that the Issuer will exercise its right of early redemption increases. As a consequence, the yields received due to such early redemption may be lower than expected, and the redeemed face amount of the Notes may be lower than the purchase price paid for such Notes by the Noteholder where the purchase price was above par and/or lower than the then prevailing market price of the Notes. As a consequence, part of the capital invested by the Noteholder may be lost, so that the Noteholder in such case would not receive the total amount of the capital invested. However, the redeemed face amount of the Notes may not be below par. In addition, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than such redeemed Notes.

Redemption by the Issuer for taxation reasons – Call option

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 of the Terms and Conditions of the Notes, and provided that such obligation cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may (as more fully described in Condition 5.2 of the Terms and Conditions of the Notes) at its sole discretion, at any time, 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.

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 of the Terms and Conditions of the Notes, 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 (as more fully described in Condition 5.2 of the Terms and Conditions of the Notes) 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.

Change of control – Put option

In the event of a Change of Control of the Issuer (as defined in Condition 5.6 of the Terms and Conditions of the Notes), each Noteholder will have the right to request the Issuer to redeem all, but not some only, of its Notes at their principal amount, together with any accrued interest thereon (as more fully described in Condition 5.6 of the Terms and Conditions of the Notes). 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 are not 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 transfer of the control of a Material Subsidiary, the Terms and Conditions of the Notes do not contain financial covenants. 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 the restrictions existing in its other debt instruments, the Issuer and its subsidiaries may incur significant additional debt that could rank before or 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.

Potential Conflicts of Interest

The Managers and their affiliates have engaged, and may in the future engage, in the ordinary course of business, in investment banking, commercial banking transactions and/or other financial advisory dealings with, and may perform services for, the Issuer and its affiliates and in relation to securities issued by the Issuer. In addition, in the ordinary course of their business activities, the Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. The Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Potential conflicts of interest may arise between the Calculation Agent (as defined in the preamble of the Terms and Conditions of the Notes) for the Notes and the Noteholders, including with respect to certain discretionary determinations and judgements that the Calculation Agent may make pursuant to the Terms and Conditions of the Notes that may influence the amount receivable upon redemption of the Notes.

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

Holders of the Notes will be grouped automatically for the defence of their common interests in a *Masse* (as defined in the Terms and Conditions) and a general meeting of holders of the Notes can be held. The Terms and Conditions of the Notes permit in certain cases a defined majority of holders of the Notes to bind all holders of the Notes, including those who did not attend or vote at the relevant general meeting or those who voted in a manner contrary to the majority and holders of the Notes who did not respond to, or rejected, the relevant Written Resolution (all as defined in the Terms and Conditions of the Notes).

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, 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 1345-3 of the French *Code civil* and laws relating to conciliation procedure (*procédure de conciliation*) and

safeguard procedure, accelerated financial safeguard procedure, accelerated safeguard procedure, judicial reorganization or liquidation proceedings (*procédure de sauvegarde, procédure de sauvegarde financière accélérée, procédure de sauvegarde 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 1343-5 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 1343-5 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 (*assemblée unique des obligataires*) (the "**Assembly**") if a safeguard procedure (*procédure de sauvegarde*), an accelerated safeguard procedure (*procédure de sauvegarde accélérée*), an accelerated financial safeguard procedure (*procédure de sauvegarde financière accélérée*) 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 (*plan de sauvegarde*), accelerated safeguard plan (*plan de sauvegarde accélérée*), accelerated financial safeguard plan (*plan de sauvegarde financière accélérée*) or judicial reorganisation plan (*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 who have expressed 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 overview contained in this Prospectus but to ask for their own tax adviser's advice based on their individual situation with respect to the acquisition, holding, sale and redemption of the Notes. Only these advisors are in a position to duly consider the specific situation of the prospective investor. Potential investors are also advised to ask for their own tax adviser's advice on their individual taxation including when payments of interest and other revenues with respect to the Notes are made by a paying agent. These investment considerations should be read in connection with the "Taxation" section of this Prospectus.

The proposed financial transactions tax

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common financial transactions tax (the "**FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**"). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. **Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.**

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, without prior notice. 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 amount of Notes outstanding at any time, 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 and exchange controls

Principal and interest on the Notes will be paid in Euro, which may present certain risks if 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 (including changes due to devaluation of Euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. 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.

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 note 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.

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 2015 registration document of the Issuer in the French language (*document de référence 2015*) which was filed with the *Autorité des marchés financiers* (the “AMF”) on 19 May 2016 under No. D.16-0509 (the “**2015 Reference Document**”) and which includes the statutory audited consolidated and unconsolidated financial statements for the year ended 31 December 2015 and the related audit reports from the statutory auditors of the Issuer,
- the sections referred to in the table below included in the 2016 registration document of the Issuer in the French language (*document de référence 2016*) which was filed with the AMF on 19 May 2017 under No. D.17-0542 (the “**2016 Reference Document**”) and which includes the statutory audited consolidated and unconsolidated financial statements for the year ended 31 December 2016 and the related audit reports from the statutory auditors of the Issuer, and
- the interim financial report of the Issuer in the French language (*rapport financier semestriel*) which includes the condensed consolidated financial statements of the Issuer for the six-month period ended 30 June 2017 and the related limited review report from the statutory auditors of the Issuer (the “**2017 Interim Financial Report**”),

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 the Terms and Conditions of the Notes 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 during normal business hours on any weekday (except Saturdays, Sundays and public holidays). The 2015 Reference Document and 2016 Reference Document are also available on the AMF’s website (www.amf-france.org). The 2017 Interim Financial Report has been filed with the AMF.

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	2015 Reference Document (page number and section of the French version)	2016 Reference Document (page number and section of the French version)	2017 Interim Financial Report (page number of the French version)
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 5, Section 5, p.155 to 167	
4.	INFORMATION ABOUT THE ISSUER			
4.1.	<u>History and development of the Issuer</u>		Chapter 1, Section 1.2, p 15 to 23	
4.1.1.	The legal and commercial name of the issuer		Chapter 2, Section 1, p 42	
4.1.4.	The domicile and legal form of the issuer, the legislation under which the		Chapter 2, Sections 1 to 3, p	

	issuer operates, its country of incorporation, and the address of its registered office (or principal place of business if different from its registered office)		42	
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	p.2 to 10
5.	BUSINESS OVERVIEW			
5.1.	<u>Principal activities</u>		Chapter 1, p 15 to 40	
5.1.1.	A brief description of the issuer's principal activities stating the main categories of products sold and/or services performed		Chapter 1, p 15 to 32	
5.1.2.	The basis for any statements in the registration document made by the issuer regarding its competitive position		Chapter 1 Section 4, p. 33 to 40	
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 1, Section 1, p.21 to 23, Chapter 5, Section 6, p.168 to 171, Chapter 6, Section 3, p. 193 and Chapter 7, section 2 p.220 to 223.	
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 3, Section 1, p.53 to 66	
9.2.	Administrative, Management, and Supervisory bodies conflicts of interests		Chapter 3, Section 1 p.61 to p.62 and 89	
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 2, p.48 to 49	

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 2, p. 48 to p. 49	
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, Section 2, Management report, p.118 to 123</p> <p>Chapter 6, Consolidated financial statements, p.148 to 182:</p> <p>- balance sheet p.150</p> <p>- income statement p.148-149</p> <p>- accounting policies and explanatory notes p.154 to 181</p> <p>Chapter 5, Section 3, Management report, p.124 to 127</p> <p>Chapter 7, Statutory financial statements, p.184 to 204</p> <p>- balance sheet p.185</p> <p>- income statement p.184</p> <p>- accounting policies and explanatory notes p.186-202</p>	<p>Chapter 5, Section 2, Management report, p.142 to 147</p> <p>Chapter 6, Consolidated financial statements, p.174 to 210:</p> <p>- balance sheet p.176</p> <p>- income statement p.174-175</p> <p>- accounting policies and explanatory notes p.179 to 209</p> <p>Chapter 5, Section 3, Management report, p.148 to 151</p> <p>Chapter 7, Statutory financial statements, p.212 to 233</p> <p>- balance sheet p.213</p> <p>- income statement p.212</p> <p>- accounting policies and explanatory notes p.214 to 231</p>	Chapter 2, p. 12 to 47
11.2.	<p><u>Financial statements</u></p> <p>If the issuer prepares both own and consolidated financial statements, include at least the consolidated financial statements in the registration document</p>	Chapter 6, Consolidated financial statements, p.148 to 182	Chapter 6, Consolidated financial statements, p.174 to 210	Chapter 2, p. 12 to 47

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 6, Section 2, p.182 Chapter 7, Section 2, p.203 and 204	Chapter 6, Section 2, p.210 Chapter 7, Section 2, p.232 and 233	Chapter 4, p. 49 to 50
11.3.2.	An indication of other information in the registration document which has been audited by the auditors.	Chapter 3, Section 4, p.79 Chapter 3, Section 5, p.80 to 84 Chapter 4, Section 5, p.109 to 111 Chapter 8, Section 4, p.230 to 233	Chapter 3, Section 4, p.94 Chapter 3, Section 5, p.95 to 99 Chapter 4, Section 5, p.133 to 135	Not applicable
	<u>Age of latest financial information</u>			
11.4.	The last year of audited financial information may not be older than 18 months from the date of the registration document.	Not applicable	Not applicable	Chapter 2, p. 12 to 48

TERMS AND CONDITIONS OF THE NOTES

The terms and conditions of the Notes will be as follows:

The issue by ORPEA (the “**Issuer**”) of its €400,000,000 2.625 per cent. notes due 10 March 2025 (the “**Notes**”) was authorised by a resolution of the Board of Directors (*Conseil d’administration*) dated 28 February 2018 and a decision of Yves Le Masne, *Directeur Général* of the Issuer dated 5 March 2018. The Notes will be issued on 8 March 2018 (the “**Issue Date**”).

A fiscal agency agreement relating to the Notes will be entered into on 6 March 2018 (the “**Fiscal Agency Agreement**”) between the Issuer and Société Générale Securities Services, as fiscal agent, paying agent, calculation agent and put agent (the “**Fiscal Agent**”, “**Paying Agent**”, “**Calculation Agent**” and “**Put Agent**” which expressions shall, where the context so admits, include any successor for the time being as fiscal agent, paying agent, calculation agent or put agent, as the case may be). A copy of the Fiscal Agency Agreement is available free of charge for inspection at the specified office of the Paying Agent.

References below to the “**Noteholders**” are to the persons whose names appear in the account of the relevant Account Holder (as defined below) as being the holders of such 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 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 the depositary bank for Clearstream Banking SA (“**Clearstream**”).

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 obligations of the Issuer (*engagements chirographaires*), and rank and will rank *pari passu* without any preference amongst themselves and (subject to Condition 3 below) 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

So long as any of the Notes remains outstanding, the Issuer will not create or permit to subsist and will ensure that none of its Material Subsidiaries (as defined below) will create or permit to subsist any Security Interest upon any of the Issuer’s or any of its Material Subsidiaries’ assets, revenues or rights, present or future, for the benefit of the lenders and of the holders in respect of any Relevant Indebtedness (as defined below) to secure (a) a payment of any sum in respect of any Relevant Indebtedness incurred by the Issuer or any of its Material Subsidiaries, or (b) any payment under any guarantee or indemnity in respect of any Relevant Indebtedness unless in each case, at the same time or prior thereto, the Issuer’s obligations under the Notes are equally and rateably secured therewith.

Without prejudice to the foregoing, this undertaking relates exclusively to the incurrence of Relevant Indebtedness and in no way affects the Issuer’s ability to grant any security interest over or in respect of its assets in any other circumstances.

For the purposes of these Conditions:

“**Material Subsidiary**” means any consolidated subsidiary by global integration of which the Issuer, directly or indirectly, holds at least forty (40) per cent. 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 ten (10) per cent. of the consolidated turnover of the Issuer over the last financial year, or (ii) more than ten (10) per cent. of the consolidated assets of the Issuer at the end of the last financial year or (iii) more than ten (10) per cent. of the consolidated net profit before taxation of the Issuer at the end of the last financial year.

“**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.

“**Relevant Indebtedness**” means any present and future indebtedness for borrowed money in the form of, or represented by, (i) bonds (*obligations*), notes or other securities which are, are to be, or are capable of being, quoted, listed or ordinarily traded on any stock exchange, multilateral trading facility or any over-the-counter or other securities market or (ii) loan agreements under the format of *Schuldschein*.

“**Security Interest**” means any mortgage, charge, lien, pledge or other form of security interest (*sûreté réelle*).

4. Interest

The Notes bear interest from, and including, the Issue Date to, but excluding, 10 March 2025 (the “**Maturity Date**”) at the rate of 2.625 per cent. *per annum*, payable annually in arrear on 10 March in each year, subject to the application of Condition 6.2 below. There will be a first long coupon payable on 10 March 2019 for the period from, and including, the Issue Date to, but excluding, 10 March 2019, corresponding to an amount of €2,639.38 per Note.

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 2.625 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

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 prior to the Maturity Date, subject to having given not more than sixty (60) nor less than thirty (30) calendar days' prior notice to the Noteholders in accordance with Condition 10 (which notice shall be irrevocable and shall specify the date fixed for redemption), 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.

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) calendar days' prior notice to the Noteholders in accordance with Condition 10 (which notice shall be irrevocable and shall specify the date fixed for redemption), 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. Pre-Maturity Call Option

The Issuer may, at its sole discretion, subject to having given not more than sixty (60) nor less than thirty (30) calendar days' prior notice to the Noteholders in accordance with Condition 10 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all, but not some only, of the Notes then outstanding, from (and including) the date falling three months prior to the Maturity Date to (but excluding) the Maturity Date, at their principal amount together with accrued interest up to (but excluding) the date fixed for redemption.

5.4. 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 10 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 Calculation 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 the 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 0.5 per cent. *per annum* and maturing on 25 May 2025 (ISIN code: FR0012517027), as determined by the Calculation Agent on the fourth (4th) Business Day preceding the Make-whole Redemption Date. If such French government bond is no longer outstanding, a Similar Security will be reasonably chosen by the Calculation Agent, after prior consultation with the Issuer.

"Make-whole Margin" means + 0.35 per cent. *per annum*.

"Make-whole Redemption Amount" means, with respect to each Note, the amount in Euro equal to the greater of (i) the principal amount of the Notes and (ii) as determined by the Calculation Agent (rounded to the nearest cent (half a cent being rounded upwards)), the sum of the then present values on the Make-whole Redemption Date 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, increased in both cases (i) and (ii) by interest accrued since the last interest payment date (included) (or, as the case may be, the Issue Date (included)) to, but excluding, the Make-whole Redemption Date.

"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 (except interest accrued since the last interest payment date (included) (or, as the case may be, the Issue Date (included))) to, but excluding, the Make-whole Redemption Date that would be due from the Make-whole Redemption Date to the Maturity Date, if the Issuer's option referred to in Condition 5.4 were not exercised.

"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.

5.5. Clean-up Call Option

In the event that at least eighty (80) per cent. of the initial aggregate principal amount of the Notes has been purchased or redeemed and cancelled by the Issuer, the Issuer may, at its sole discretion, subject to having given not more than sixty (60) nor less than thirty (30) calendar days' prior notice to the Noteholders in accordance with Condition 10 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all, but not some only, of the Notes then outstanding, at any time prior to the Maturity Date at their principal amount together with accrued interest up to (but excluding) the date fixed for redemption.

5.6. 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) of 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 10. Such notice will specify that any Noteholder has the option to require the early redemption of its Notes, and will specify (i) to the extent permitted by applicable law, 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 (as defined in Condition 6.2) and no later than thirty (30) Business Days from the date of publication of the notice, (iii) the period (the "**Put Period**"), of at least fifteen (15) Business Days, 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:

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:

- a "**subsidiary**" is a company that is a directly or indirectly controlled by that legal entity;
- a "**parent**" is a company that directly or indirectly controls that legal entity; and

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) or not) (x) the majority of the voting rights attached to the Issuer's shares or (y) more than forty (40) per cent. 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) or not) a greater percentage of voting rights.

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

- Canada Pension Plan Investment Board;

- Mr. Jean-Claude Marian, his Affiliates and his heirs (*ayants droits à titre universel*);
- FFP Invest and its Affiliates; and
- Sofina.

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

5.7. Purchases

The Issuer may at any time purchase Notes in the open market or otherwise at any price in accordance with applicable laws and regulations. Notes so purchased by the Issuer may be held and resold in accordance with Articles L.213-0-1 and D.213-0-1 of the French *Code monétaire et financier* for the purpose of enhancing the liquidity of the Notes.

5.8. Cancellation

All Notes which are redeemed or purchased for cancellation by, or on behalf of the Issuer, pursuant to this Condition 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) 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, Calculation Agent and Put Agent

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

Société Générale
CS 30812 - 32, rue du Champ de Tir
44308 Nantes Cedex 3
France

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, Paying Agent, Calculation Agent or Put Agent and/or appoint another Fiscal Agent, Paying Agent, Calculation 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 10, 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 Calculation 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, Calculation Agent or Put Agent will be notified to the Noteholders in accordance with the provisions of Condition 10.

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*)) 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.

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 for principal and interest from the due date for payment thereof.

9. Events of Default

The Representative (as defined in Condition 11), 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 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 for borrowed monies in excess of €40,000,000 (forty million euros) (or its equivalent in any other currency), whether individually or in the aggregate,

- 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
- 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) to the extent permitted by applicable laws, 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 (b) 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 applicable laws, 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 Subsidiaries, it being specified that such clause shall not prevent the Issuer and the Material Subsidiaries to merge, demerge or transfer partial business within the Group.

10. Notices

Any notice to the Noteholders and notices relating to the convocation, decision(s) of the *Masse* and Written Resolutions will be valid if delivered through Euroclear France, Euroclear or Clearstream, and, for so long as the Notes are admitted to the operations of such depositaries or custodian, published on the website of the Issuer (www.orpea-corp.com). Any such notice shall be deemed to have been given on the date of such delivery or, if delivered more than once or on different dates, on the first date on which such delivery is made.

11. Representation of the Noteholders

11.1. General

The Noteholders will be grouped automatically for the defense 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:

DIIS Group
12, rue de Vivienne
75002 Paris
France
rmo@diisgroup.com

The Issuer shall pay to the Representative an amount equal to five hundred euros (€500) (excluding VAT and miscellaneous disbursements) *per annum* for its services.

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 second Business Day preceding the date set for the meeting of the relevant general meeting.

In accordance with Articles L.228-59 and R.228-67 of the French *Code de commerce*, notice of date, hour, place and agenda of any general meeting of the Noteholders (a “**General Meeting**”) will be published as provided under Condition 10 not less than fifteen (15) calendar days prior to the date of such General Meeting on first convocation, and five (5) calendar days on second convocation.

Each Noteholder has the right to participate in a General Meeting in person, by proxy, by correspondence and, in accordance with Article L.228-61 of the French *Code de commerce*, by videoconference or by any other means of telecommunication allowing the identification of participating Noteholders, as provided *mutatis mutandis* by Article R.223-20-1 of the French *Code de commerce*.

Decisions of General Meetings and Written Resolutions once approved will be published in accordance with the provisions set forth in Condition 10. In accordance with Articles R.228-61, R.228-79 and R.236-11 of the French *Code de commerce*, (i) the decision of a General Meeting to appoint a Representative, (ii) the decision of the Issuer to override the refusal of the General Meeting to approve the proposals to change the objects or

corporate form of the Issuer made pursuant to Article L.228-65, I, 1 of the French *Code de commerce* or (iii) the decision of the Issuer to offer to redeem Notes on demand in the case of a merger or demerger of the Issuer pursuant to Articles L.236-13 and L. 236-18 of the French *Code de commerce* will, to the extent permitted by such Articles R.228-61, R.228-79 and R.236-11 of the French *Code de commerce*, be published in accordance with the provisions set forth in Condition 10.

11.2. Written Resolutions and Electronic Consent

Pursuant to Article L.228-46-1 of the French *Code de commerce*, the Issuer shall be entitled, in lieu of convening a *Masse*, to seek approval of a resolution from the Noteholders by way of a Written Resolution. Subject to the following sentence, a Written Resolution may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of the Noteholders. Pursuant to Articles L.228-46-1 and R.223-20-9 of the French *Code de commerce*, approval of a Written Resolution may also be given by way of electronic communication allowing the identification of Noteholders (“**Electronic Consent**”).

Notice seeking the approval of a Written Resolution (including by way of Electronic Consent) will be published as provided under Condition 10 not less than five (5) calendar days prior to the date fixed for the passing of such Written Resolution (the “**Written Resolution Date**”). Notices seeking the approval of a Written Resolution will contain the conditions of form and time-limits to be complied with by the Noteholders who wish to express their approval or rejection of such proposed Written Resolution. Noteholders expressing their approval or rejection before the Written Resolution Date will undertake not to dispose of their Notes until after the Written Resolution Date.

For the purpose of these Conditions, “**Written Resolution**” shall mean a resolution in writing signed or approved by or on behalf of the holders of not less than ninety (90) per cent. in nominal amount of the Notes outstanding. References to a Written Resolution include, unless the context otherwise requires, a resolution approved by Electronic Consent.

11.3. Miscellaneous

For the purposes of ascertaining the right to (x) attend and vote at any meeting of Noteholders and (y) to approve any Written Resolution, those Notes that are beneficially held by, or are held on behalf of, the Issuer or any of its subsidiary and not cancelled shall (unless and until easing to be so held) be deemed not to be outstanding.

12. 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 assimilation, the holders of such further notes and the Noteholders will be grouped in a single *masse* for the defense 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.

13. No hardship

The provisions of Article 1195 of the French *Code civil* shall not apply with respect to any obligation under the Notes and no claim may be brought under Article 1195 of the French *Code civil*.

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 for general corporate purposes of the Issuer.

RECENT DEVELOPMENTS

Change in the composition of the Board of Directors (*Conseil d'administration*) of the Issuer

The General Meeting of the Issuer held on 22 June 2017 decided to appoint Mr. Xavier Coirbay as independent director and member of the Board of Directors (*Conseil d'administration*).

Mr. Xavier Coirbay (52 years old, of Belgian nationality) is currently a member of Sofina's Executive Committee and responsible for the Sofina group's investment in the sphere of alternative funds and growth co-investment. He also leads Sofina's development in the United States and Asia, and oversees the Singapore office.

Prior to joining Sofina in 1992, he began his career as a financial analyst in the asset management department of Générale de Banque, which has since become part of the BNP Group.

Mr. Xavier Coirbay is a graduate of the Solvay Business School in Brussels (1988), where he also obtained a master's degree in tax management (1990).

Mr. Xavier Coirbay is a director of IPSOS.

STRONG 2017 REVENUE GROWTH OF +10.5% TO €3,138.2M, ABOVE GUIDANCE

SOLID ORGANIC GROWTH OF +5.4%

STRONG INTERNATIONAL MOMENTUM, WITH REVENUE UP +19%

2018 REVENUE TARGET: €3,400M (GROWTH OF +8.3% VS. 2017) ALREADY SECURED

Puteaux, 13 February 2018 (6:00 pm CET)

The ORPEA group, one of the main world leaders in long-term care (nursing homes, post-acute and rehabilitation hospitals, psychiatric hospitals, and homecare services), today announces its revenue for the 2017 financial year ended on 31 December.

In €m IFRS	Full-year			Quarterly		
	2017	2016	Change	Q4 2017	Q4 2016	Change
France	1,775.1	1,695.4	+4.7%	456.0	431.2	+5.7%
<i>% of total revenue</i>	<i>57%</i>	<i>60%</i>		<i>56%</i>	<i>59%</i>	
International	1,363.1	1,145.8	+19.0%	359.5	304.9	+17.9%
<i>% of total revenue</i>	<i>43%</i>	<i>40%</i>		<i>44%</i>	<i>41%</i>	
Germany	531.7	501.0		136.4	127.7	
Austria	242.6	176.3		70.5	47.5	
Belgium	167.6	162.1		44.0	41.8	
China	1.5	0.4		0.4	0.2	
Spain	142.8	101.7		37.4	34.5	
Italy	51.7	48.4		13.7	11.9	
Poland	13.0	11.3		3.0	3.2	
Switzerland	199.0	142.9		49.1	37.4	
Czech Rep.	13.2	1.7		4.9	0.7	
Total revenue	3,138.2	2,841.2	+10.5%	815.5	736.1	+10.8%
<i>Including organic growth¹</i>			+5.4%			+5.7%

Spitex in Switzerland has been consolidated since 1st January 2017, Anavita in the Czech Republic since 1st April 2017, and Dr. Dr. Wagner in Austria since 1st July 2017. Inoges in Germany has been consolidated since 1st January 2018.

¹ Organic growth is calculated based on an equivalent number of days to 2016 and reflects the following factors: 1. The year-on-year change in the revenues of existing facilities as a result of changes in their occupancy rates and daily rates; 2. The year-on-year change in the revenues of redeveloped facilities or those where the capacity has been increased in the current or year-earlier period; 3. Revenues generated in the current period by facilities created in the current or year-earlier period, and the change in revenues at recently acquired facilities by comparison with the previous equivalent period.

2017: revenue growth of 10.5%

In 2017, 15 years on from its IPO, ORPEA reported revenue above its guidance at €3,138 million. It represents a substantial increase of 10.5%, or close to €300 million in additional revenue. This solid performance, consistent over the past 15 years, was again driven by a combination of:

- a healthy organic growth of 5.4%, underpinned by the excellent performance of mature facilities, the ramp-up in facilities opened over the past two years and the opening of 1,900 new beds (through new builds and restructuring) during the year,
- a dynamic external growth, leading to the acquisitions of Anavita in the Czech Republic, Dr. Dr. Wagner in Austria, Spitex in Switzerland and independent facilities.

The international business again strongly contributed to revenue growth. In only three years, revenue generated outside France tripled from €450 million in 2014 to over €1.35 billion in 2017, representing an average annual growth rate of 45%.

In 2017, this fast-paced business development and growth went hand in hand with increasing profitability.

2018: sustained momentum in opening new beds (2,500) and job creation

In 2018, ORPEA will open another new 2,500 beds, including 85% outside France, representing approximately 20 facilities and extensions. In line with ORPEA's longstanding strategy, these facilities located in areas with strong purchasing power, including Europe's major cities, such as Paris (16th *arrondissement*), Prague, Berlin, Milan, Zurich and Veyrier, will meet the highest standards of care and service quality.

ORPEA again expects a year of active recruitment and job creation thanks to the ongoing opening of new facilities and strengthening of organisational management. Close to 2,000 new jobs will be created in Europe, including approximately 400 in France. Most of these jobs are sustainable and cannot be transferred abroad. They offer substantial career opportunities as a result of the Group's ambitious training policy with the creation, in particular, of many diplomas in partnership with renowned universities.

Outlook for 2018: revenue target of €3,400 million

For 2018, ORPEA securely forecasts revenues of €3,400 million, an increase of 8.3% driven by a consistent solid organic growth and acquisitions. The Group is looking at a number of selective acquisition opportunities in several countries.

Yves Le Masne, Chief Executive Officer of ORPEA, concluded by saying:

"Building on the commitment of our employees to deliver high-quality services worldwide, our loyal management team and our sound financial flexibility, we will continue to deliver profitable growth in 2018: selective acquisitions, revenue of €3,400 million already secured, and robust profitability, with an EBITDA margin (as a % of revenue) equal to or above its 2017 level.

Our tremendous potential for creating value comes from:

- *the significant additions to our growing pipeline of beds under construction and redevelopment, which will fuel our organic growth in the future,*
- *our numerous attractive acquisition projects,*
- *an organisation and information system geared for international expansion.*

We are now in a remarkably good position and are uniquely placed to accelerate our international expansion and become the world leader in long-term care.

Financial reporting schedule for 2018

The following dates can be subject to change. Press releases will be published after market close.

Event	Date
Full-year 2017 results	Tuesday 27 March 2018
First-quarter 2018 sales	Wednesday 2 May 2018
Half-year 2018 sales	Tuesday 24 July 2018
Half-year 2018 results	Tuesday 25 September 2018
Third-quarter 2018 sales	Tuesday 6 November 2018

About ORPEA (www.orpea-corp.com)

Since its creation in 1989, ORPEA has expanded rapidly to become one of the main world leader in long-term care, with its network of 798 facilities, with 82,838 beds (12,371 of them under construction or redevelopment), including:

- 33,122 beds in France (2,409 beds under construction or redevelopment) at 357 facilities
- 49,716 beds outside France (Austria, Belgium, Brazil, China, Czech Republic, Germany, Italy, Poland, Portugal, Spain and Switzerland) at 441 facilities (9,962 beds under construction or redevelopment)

ORPEA is listed on Euronext Paris (ISIN code: FR0000184798) and a constituent of the SBF 120, STOXX 600 Europe, MSCI Small Cap Europe and CAC Mid 60 Indices.

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STRONG Q3 2017 REVENUE GROWTH OF +10% TO €797 MILLION

ACCELERATION IN INTERNATIONAL REVENUE GROWTH OF +20.2%

ACQUISITION OF INOGES, THE GERMAN LEADER IN OUTPATIENT REHABILITATION

2017 REVENUE TARGET OF OVER €3,125M (GROWTH OF +10% VS. 2016)

Puteaux, 7 November 2017 (6:00 pm CET)

The ORPEA group, one of the main world leader in long-term care (nursing homes, post-acute and rehabilitation hospitals, psychiatric hospitals, and homecare services), today announces its revenue for the third quarter of 2017 to 30th September.

9 months revenues up by 10.3%

In €m IFRS	Quarterly			9 months		
	Q3 2017	Q3 2016	Change	2017	2016	Change
France	440.7	428.2	+3.0%	1 319.1	1 264.2	+4.3%
<i>% of total revenue</i>	<i>55%</i>	<i>59%</i>		<i>57%</i>	<i>60%</i>	
International	356.2	296.4	+20.2%	1 003.7	841.0	+19.4%
<i>% of total revenue</i>	<i>45%</i>	<i>41%</i>		<i>43%</i>	<i>40%</i>	
Germany	134.8	126.6		395.3	373.3	
Austria	69.1	45.2		172.1	128.8	
Belgium	41.8	40.8		123.6	120.4	
China	0.5	0.2		1.2	0.2	
Spain	36.3	32.7		105.3	67.2	
Italy	13.4	12.7		38.1	36.5	
Poland	3.6	2.8		9.9	8.0	
Switzerland	52.4	34.8		150.0	105.5	
Czech Rep.	4.4	0.5		8.3	1.0	
Total revenue	796.9	724.6	+10.0%	2 322.8	2 105.2	+10.3%
<i>Including organic growth¹</i>			<i>+4.9%</i>			<i>+5.3%</i>

Spitex in Switzerland has been consolidated since 1st January 2017, Anavita in the Czech Republic since 1st April 2017, and Dr. Dr. Wagner in Austria since 1st July 2017.

¹ Organic growth is calculated based on an equivalent number of days to 2016 and reflects the following factors: 1. The year-on-year change in the revenues of existing facilities as a result of changes in their occupancy rates and daily rates; 2. The year-on-year change in the revenues of redeveloped facilities or those where capacity has been increased in the current or year-earlier period; 3. Revenues generated in the current period by facilities created in the current or year-earlier period, and the change in revenues at recently acquired facilities by comparison with the previous equivalent period.

Yves Le Masne, Chief Executive Officer of ORPEA, commented:

“Our growth momentum continued throughout the third quarter, as we recorded a revenue growth of +10%. The key drivers were a dynamic organic growth in all territories (+4.9%) and the contribution from our recent acquisitions, chiefly Dr. Dr. Wagner in Austria and the Spitex homecare network in Switzerland.

Our quarterly performance illustrates the expansion of the international strategy initiated several years ago, with an accelerating of revenue growth across the international markets to reach over 20% as a result of both organic growth and acquisitions. International markets now contribute to 45% of our revenue, up from less than 30% just three years ago.

Over the first nine months, our revenue grew by +10.3% to €2,323 million, with over half attributable to organic growth (+5.3%) driven by:

- consistently high occupancy rates in mature facilities across the network
- the ramp-up in the opening of facilities internationally over the past two years
- the opening of over 1,400 beds over the first nine months (new facilities and extensions).

We continued to pursue our strategy of selective external growth, with the acquisition of Inoges in Germany. Its expertise in outpatient rehabilitation, an innovative sector with a strong growth as a result of support from public authorities and patient demand, perfectly fits with the Celenus Kliniken network of post-acute and rehabilitation hospitals. We also continued to initiate a number of projects to build new international facilities, especially our new territories, to further raise our profile and increase our growth potential.

We are confidently restating our full-year revenue target of over €3,125 million (a 10% increase compared to 2016), together with margin improvement.”

Acquisition of Inoges, the German leader in outpatient rehabilitation

Celenus Kliniken, the ORPEA subsidiary managing rehabilitation facilities in Germany, has acquired a majority shareholding in Inoges. Founded in 2003 by its current manager, Inoges is the German leader in outpatient rehabilitation (equivalent to day hospitals). Inoges has 30 locations (including 2 inpatient rehabilitation facilities) in urban areas close to hospitals, primarily in North Rhine-Westphalia Hesse and Bavaria.

In approximately 15 years, Inoges has developed an innovative offering recognized for its quality through the Salvea brand, which has a solid reputation.

Outpatient rehabilitation has expanded at a very strong pace in Germany (growth of 13% p.a. over the past 10 years), supported by both public authorities and private insurers, meeting increasingly strong demand from patients.

Inoges recorded a 2016 revenue of €50 million. The transaction is still subject to clearance from the competition authorities.

For Celenus Kliniken, this acquisition represents a unique strategic opportunity to build on its existing inpatient rehabilitation offering and to generate synergies between the two businesses, with new development opportunities in Germany.

Next press release: full-year 2017 revenue
13 February 2018 after market close



life goes on with us

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**EARLY REDEMPTION OF THE ORNANE 2020 BOND COMPLETED SUCCESSFULLY,
STRENGTHENING ORPEA'S EQUITY BASE AND REDUCING ITS DEBT**

Puteaux, 31 October 2017 (6:00pm)

On 4 September 2017, ORPEA announced that it was going to redeem early all its outstanding ORNANE bonds (bonds convertible into new shares and/or exchangeable for existing shares with a repayment option in cash and/or new shares, hereinafter "the ORNANE bonds") due on 1 January 2020 and issued on 17 July 2013. Holders had the option of exercising their conversion right until 5pm on 22 September 2017.

The vast majority of ORNANE bondholders exercised their conversion right:

- At 4 September 2017, 3,695,897 ORNANE bonds remained outstanding, i.e. 86.75% of the initial tranche
- Almost all these ORNANE bonds, i.e. 3,693,994 (99.95%) were tendered for conversion in return for exclusively new shares based on an exchange ratio of 1.068 shares per 1 ORNANE bond tendered
- The 1,903 ORNANE bonds still outstanding were redeemed in cash on 19 October 2017 at par (i.e. at a price of €46.56 by ORNANE) plus accrued interest, i.e. €46.8011 per ORNANE bond.

ORPEA has thus issued 3,945,167 new shares increasing the number of outstanding shares to 64,553,123, leading to a dilution of 6.51%.

This early redemption of the ORNANE bonds will give rise to the following accounting effects in the ORPEA Group's consolidated financial statements for the financial year ending on 31 December 2017:

- a non-cash financial charge of €145 million
- an increase of €408 million in equity compared with at 31 December 2016
- a €289 million reduction in net debt compared with at 31 December 2016 (€26 million were reimbursed in cash).

**Next press release: Q3 2017 revenue
7 November 2017 after market close**

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life goes on with us

ORPEA NOW BECOMES ONE OF THE WORLD LEADERS IN LONG-TERM CARE BY EXPANDING TO SOUTH AMERICA AND REINFORCING ITS EUROPEAN FOOTPRINT

BRAZIL: 2,000 BEDS UNDER CONSTRUCTION

PORTUGAL: 1,000 BEDS UNDER CONSTRUCTION

EARLY REDEMPTION OF THE ORNANE 2020 BONDS

STRONGER EQUITY SHAREHOLDER

REDUCTION IN FINANCIAL EXPENSE

Puteaux, 4 September 2017 (6:00 pm CEST)

The ORPEA Group announces today its expansion into Brazil and Portugal and the early redemption of its ORNANE 2020 bonds.

Yves Le Masne, Chief Executive Officer of ORPEA, commented:

“ORPEA is already present in 10 countries, and in line with its strategy, ORPEA is accelerating its international expansion by expanding to South America and strengthening its European footprint. Brazil and Portugal offers opportunities ideally suited to the Group growth model. We already have 2,000 beds in Brazil and 1,000 beds in Portugal under construction in prime locations in these countries.

For this development, which mainly involves the construction of new facilities and will thus create substantial value over the long term, ORPEA is partnering with the SIS group. ORPEA has a longstanding relationship with the SIS group, which has considerable expertise in both these countries.

The expansion into South America via Brazil represents a tremendous promising source of growth for the future, as there is very strong demand for long-term care with a high-quality offering. Working together with the SIS group, ORPEA will actively continue to ramp up its activities in Brazil, both through additional construction projects and potential selective acquisitions.

The development in Portugal will help amplify the European network.

At the same time, the early redemption of the ORNANE bonds in shares will help to reduce the borrowing costs and reinforce the Group investment capacity in order to finance the development and bolster the real estate portfolio.

With a presence across 12 countries on 3 continents, ORPEA is now a world leader in long-term care, with a range of services and care offers meeting the highest quality standards.”

Brazil: 2,000 beds under construction and very strong expansion potential

Brazil represents an exceptional development opportunity for ORPEA over the upcoming years given its size (over 200 million inhabitants), its health-focused culture, and its middle and upper classes with rapidly growing purchasing power.

In the sector of long-term care, conditions in Brazil are favourable for ORPEA's development:

- very rapid population ageing: the population of over 80s is set to rise fivefold by 2050, from 3.3 million at present to over 15 million, double the growth rate of European countries
- a concentration of elderly people in regions with strong purchasing power
- limited supply with 100,000 beds (3,500 facilities), i.e. approximately 3 beds per 100 people over 80, compared with 20 in Europe
- a sector predominantly composed of small-scale, medium-quality operators and dominated by public-sector and not-for-profit players
- no regulations on day rates, which are entirely paid by the residents and their families

To date, 2,000 beds are already under construction in locations with strong purchasing power, including Sao Paulo, Rio de Janeiro, Belo Horizonte and Fortaleza.

Brazil offers large development opportunities, and ORPEA is actively preparing to ramp up its operations there, through both organic growth with additional construction projects and a few selective acquisitions of existing facilities.

This presence in a new continent located far from Europe, in a complex country, reflects several years' groundwork by ORPEA's teams. They have carefully prepared the expansion in compliance with local standards and regulations. The Group now has the required organisation, control framework, development teams and infrastructure to succeed in Brazil.

Portugal: 1,000 beds under construction in the country with the oldest population of Europe

Portugal meets all of ORPEA's selection criteria:

- the number of over-80s will more than double by 2050, rising from 630,000 at present to over 1.3 million
- regulations creating a barrier to entry with a licensing system
- limited supply in the sector of long-term care: small operators and very few private rooms
- a fragmented private sector accounting for merely 20% of the offer

To date, approximately 10 facilities accounting for 1,000 beds, are currently under construction in strategic locations such as Lisbon, Cascais and Porto.

Investment in partnership with the SIS Group

ORPEA has decided to partner with the SIS Group to expand and grow in these two countries. The SIS group is a family-owned company that holds all the shareholdings and businesses of Philippe Austruy, a well-known entrepreneur and a pioneer in Europe's private health and the sector of long-term care. Over the past 40 years, he has been involved in the restructuring of the sector in France, setting up Générale de Santé, Medidep and, more recently Mediter and Medibelge (acquired by ORPEA in late 2010).

This will speed up ORPEA's expansion by several years, and ORPEA will also benefit from SIS' experience in both countries.

ORPEA and SIS have set up two joint ventures - one in Portugal and the other in Brazil - in which ORPEA owns 49% of the capital with an option to buy the remainder exercisable over the next few years. All development projects are considered and reviewed jointly by SIS' and ORPEA's teams, with

ORPEA taking charge of operational management. Following its real estate strategy, ORPEA will ultimately hold a majority part (over 50%) of the facilities to be built in each country.

Early redemption of the ORNANE 2020 bonds

ORPEA has decided to redeem early all its ORNANE bonds (bonds convertible into new shares and/or exchangeable for existing shares) with a repayment option in cash and/or new shares (hereinafter “the ORNANE bonds”) due on 1 January 2020, issued on 17 July 2013 and still outstanding to date.

ORNANE bondholders who so wish will need to exercise their conversion right by 5:00 pm on 22 September 2017 at the latest, in line with the arrangements available on the ORPEA website: www.orpea-corp.com, under Publications/Other regulated information, or by clicking [here](#).

The concept of the ORNANE bonds is that the performance component is paid in shares and the nominal amount is repaid in cash or shares, as decided by the Company. In the case of a nominal repayment in shares following the exercise by the ORNANE bondholders of their conversion right, the total number of shares to be created remains unchanged throughout the life of the ORNANE bonds (unless the conversion ratio linked to the dividend, which currently stands at 1.068, is adjusted), irrespective of any changes in the share price.

On 4 September 2017, 3,695,897 ORNANE bonds remained outstanding, i.e. 86.75% of the initial tranche, representing approximately €172 million. In addition, upon the exercise of the conversion right, the ORNANE bonds, including the nominal value, will be redeemed in new shares. The Company will therefore issue a maximum of 3,947,218 new shares.

This deal enables ORPEA to:

- strengthen its balance sheet by reducing its gearing through the twin impact of the reduction in debt and increase in equity
- reduce its financial expenses
- enhance its borrowing capacity so that the Group can accelerate its expansion through acquisitions of operating and related real estate assets.

A notice will be published in the BALO on Wednesday, 6 September 2017.

**Next press release: Half-year 2017 results
26 September 2017 after the market close**

About ORPEA (www.orpea-corp.com)

Founded in 1989, ORPEA is a European leader in integrated Long-Term Care and Post-Acute Care, with a network of 775 healthcare facilities, with 79,838 beds (9,371 of them under refurbishment or construction), including:

- 33,122 beds in France at 357 facilities (2,409 beds under refurbishment or construction);
- 46,716 beds outside France (Germany, Austria, Belgium, China, Spain, Italy, Czech Republic, Poland and Switzerland) at 418 facilities (6,962 beds under refurbishment or construction).

ORPEA is listed on Euronext Paris (ISIN: FR0000184798) and member of SBF 120, STOXX Europe 600, MSCI Small Cap Europe and CAC Mid 60 indices.

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TAXATION

The following is an overview limited to certain withholding tax considerations in France relating to the holding of 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 overview 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 (including with possible retroactive effect). 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. This summary does not apply when payments of interest and other revenues with respect to the Notes are made by a paying agent. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the French and as the case may be foreign tax consequences of any investment in or ownership and disposition of the Notes.

Withholding Tax applicable on payments made outside France

Payments of interest and other assimilated 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 (*État 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 per cent. withholding tax will be applicable (applicable irrespective of the tax residence of the Noteholder and subject to certain exceptions and to the more favourable provisions of an applicable double tax treaty) by virtue of Article 125 A III of the French *Code général des impôts*. The list of Non-Cooperative States is published by a ministerial executive order, which is in principle updated on a yearly basis

Furthermore, in application of Article 238 A of the French *Code général des impôts*, interest and other assimilated revenues on the Notes are not 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 on a bank account opened in a financial institution located in such a Non-Cooperative State (the “**Deductibility Exclusion**”). Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Articles 109 *et seq.* 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* 2 of the French *Code général des impôts*, at rates of (i) 30 per cent. (to be aligned with the standard corporate income tax rate set forth in Article 219-I of the French *Code général des impôts* as from 1 January 2020) for legal persons who are not resident in France for tax purposes or (ii) 12.8 per cent. for individuals or (iii) 75 per cent. (subject to certain exceptions and to the more favourable provisions of an applicable double tax treaty).

Notwithstanding the foregoing, neither the 75 per cent. withholding tax set out under Article 125 A III of the French *Code général des impôts* nor, to the extent the relevant interest or other assimilated revenues relate to genuine transactions and are not in an abnormal or exaggerated amount, the Deductibility Exclusion (and therefore the withholding tax set out under Article 119 *bis*, 2 of the French *Code général des impôts* that may be levied as a result of the Deductibility Exclusion) will apply in respect of the Notes if the Issuer can prove that the principal purpose and effect of the issue of the Notes were not that of allowing the payments of interest or other assimilated revenues to be made in a Non-Cooperative State (the “**Exception**”).

In addition, pursuant to the *Bulletin Officiel des Finances Publiques-Impôts* (BOI-INT-DG-20-50-20140211, no. 550 and no. 990, BOI-RPPM-RCM-30-10-20-40-20140211, no. 70 and no. 80 and BOI-IR-DOMIC-10-20-20-60-20150320, no. 10), the 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, *inter alia*, admitted, at the time of their issue, to the operations of a central depository or of a securities 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.

Since the Notes will be admitted, at the time of their issue, to the operations of Euroclear France, the Notes will benefit from the Exception and will therefore be exempt from the withholding tax set out under Article 125 A III of the French *Code général des impôts*. In addition, they will not be subject to the Deductibility Exclusion 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.

Withholding tax applicable to payments made to French tax resident individuals

Where the paying agent (*établissement payeur*) is established in France, pursuant to Article 125 A of the French *Code général des impôts* and subject to certain exceptions, interest and other assimilated revenues received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 12.8 per cent. withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding at an aggregate rate of 17.2 per cent. on such interest and other similar revenues received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

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

SUBSCRIPTION AND SALE

Pursuant to a subscription agreement (the “**Subscription Agreement**”) dated 6 March 2018, between the Issuer and the Managers, the Managers agreed with the Issuer, subject to the satisfaction of certain conditions, to procure the subscription and the payment, failing which to subscribe and pay, for the Notes at an issue price equal to 99.238 per cent. of their aggregate principal amount, less the commissions agreed between the Issuer and the Managers. The Subscription Agreement entitles, in certain circumstances, the Managers 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 the Managers (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.

Each of the Managers 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 Managers have represented and agreed that, in connection with their initial distribution, they have 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 they have 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*), other than individuals, 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 Managers have represented and agreed that they have 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 calendar 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 Managers have represented and agreed that:

- they have 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, as amended (the “**FSMA**”)) received by them

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

- they have complied and will comply with all applicable provisions of the FSMA with respect to anything done by them in relation to the Notes in, from or otherwise involving, the United Kingdom.

5. Prohibition of Sales to European Economic Area Retail Investors

Each Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the EEA. For the purposes of this provision:

- the expression “retail investor” means a person who is one (or more) of the following:
 - i. a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”);
or
 - ii. a customer within the meaning of Directive 2002/92/EC, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - iii. not a qualified investor as defined in the Prospectus Directive; and
- the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

GENERAL INFORMATION

1. The Issuer's registered address is located at 12, rue Jean Jaurès 92813 Puteaux Cedex and its registration number is 401 251 566 RCS Nanterre. The Issuer's telephone number is: +33 (0)1 47 75 78 07. The Issuer was initially incorporated as a on 22 May 1995, as a French limited company (*société à responsabilité limitée*) and converted into a public limited company (*société anonyme*) on 27 September 1999 and the length of life of the Issuer is until 8 June 2094.
2. The Notes have been accepted for clearance through Euroclear France (66 rue de la Victoire, 75009 Paris, France), Clearstream (42 avenue JF Kennedy, 1855 Luxembourg, Luxembourg) and Euroclear (boulevard du Roi Albert II, 1210 Bruxelles, Belgium) with the common code 178950053 for the Notes. The ISIN code is FR0013322187 for the Notes.
3. 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 a resolution of the Board of Directors (*Conseil d'administration*) of the Issuer dated 28 February 2018 and a decision of Yves Le Masne, *Directeur Général* of the Issuer dated 5 March 2018.
4. For the purposes of the admission to trading of the Notes on Euronext Paris as from the Issue Date, 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 AMF and received visa No. 18-077 dated 7 March 2018.
5. The total expenses related to the admission to trading (including AMF fees) are estimated to €1,000 for the Notes.
6. To the Issuer's knowledge, at the date of this Prospectus, there are no conflicts of interest between the private interests and/or other duties of members of the Board of Directors (*Conseil d'administration*) of the Issuer and the duties they owe to the Issuer.
7. Save for any fees payable to the Managers, as far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the issue.
8. The yield of the Notes is 2.746 per cent. *per annum*, each as calculated at the Issue Date on the basis of the issue price of the Notes. It is not an indication of future yield.
9. 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 2015 and 31 December 2016. 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*.
10. Except as disclosed on pages 26 to 36 “Recent Developments” Section of this Prospectus, there has been no significant change in the financial or trading position of the Issuer or the Group since 30 June 2017.
11. There has been no material adverse change in the prospects of the Issuer since 31 December 2016.
12. The Issuer has not entered into, at the date of this Prospectus, contracts outside the ordinary course of the Issuer' business, which could result in the Issuer being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to holders of Notes in respect of the Notes being issued.
13. 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.
14. 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 during normal business hours on any weekday (except Saturdays, Sundays and public holidays). This Prospectus, together with the 2015 Reference Document and

2016 Reference Document, are also available on the websites of the AMF (www.amf-france.org) and of the Issuer (www.orpea-corp.com). The 2017 Interim Financial Report is available on the website of the Issuer.

15. This Prospectus contains or incorporates by reference 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.

RESPONSIBILITY

1. Person responsible for the information contained in the Prospectus

ORPEA

12 rue Jean Jaurès
92813 Puteaux Cedex
France

Duly represented by:

Yves Le Masne
Chief Executive Officer

2. Responsibility statement

I hereby certify, having taken all reasonable care to ensure that such is the case, that the information contained 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, 7 March 2018

ORPEA

Duly represented by Yves Le Masne, Chief Executive Officer



In accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and with the General Regulation (*Règlement général*) of the *Autorité des marchés financiers* (“AMF”), in particular Articles 211-1 to 216-1, the AMF has granted to this Prospectus the visa no. 18-077 on 7 March 2018.

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 French *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 an approval by the AMF of the opportunity of the transaction contemplated hereby or that the AMF has verified the accounting and financial data set out in it and the appropriateness of the issue of the Notes.

ISSUER

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