

**PROVISIONS FOR MEETINGS OF THE NOTEHOLDERS OF THE BONDS ISSUED ON
29 DECEMBER 2014**

1. DEFINITIONS

In this Agreement and the Conditions, the following expressions have the following meanings:

"**Chairman**" means, in relation to any Meeting, the individual who takes the chair in accordance with paragraph 5 (Chairman);

"**Code**" means the Belgian Companies Code;

"**Extraordinary Resolution**" means a resolution passed at a Meeting duly convened and held in accordance with this Schedule 2 by a majority of not less than three quarters of the votes cast; and

"**Meeting**" means a meeting of Noteholders (whether originally convened or resumed following an adjournment).

2. PROVISIONS FOR MEETINGS

All meetings of Noteholders will be held in accordance with Article 568 et seq. of the Code and the provisions in this Schedule 2. In the event of any inconsistency or discrepancy between the applicable rules of the Code and the provisions in this Schedule 2, the rules of the Code shall apply.

3. REFERENCES TO DEPOSIT/RELEASE OF NOTES

Where Notes are within NBB-SSS, Euroclear or Clearstream, Luxembourg or any other clearing system, references to the deposit, or release, of Notes shall be construed in accordance with the usual practices (including blocking the relevant account) of NBB-SSS, Euroclear or Clearstream, Luxembourg or such other clearing system.

4. NOTICE

Convening notices for meetings of Noteholders shall be made in accordance with Article 570 of the Code.

Subject to the rules of the Code, at the latest on the 15th day prior to the date on which the relevant Meeting is to be held, a notice specifying the date, time and place of the Meeting shall be given to the Noteholders and the Agent. The notice shall set out the full text of any resolutions to be proposed and shall state that the Notes may be deposited with, or to the order of, the Agent for the purpose of obtaining certificates of deposit of the Notes or appointing proxies not later than three Business Days before the date fixed for the Meeting.

5. CHAIRMAN

An individual (who may, but need not, be a Noteholder) nominated in writing by the Issuer, or any director of the Issuer, may take the chair at any Meeting but, if no such nomination is made, if no director is present or if the individual nominated is not present within 15 minutes after the time fixed for the Meeting, the Noteholders present shall elect one of themselves to take the chair. The Chairman of an adjourned Meeting need not be the same person as was the Chairman of the original Meeting.

6. ATTENDANCE QUORUM

The quorum at any Meeting shall be as set out in Article 574 of the Code.

7. ADJOURNMENT FOR WANT OF QUORUM

A meeting will be adjourned for want of attendance quorum in accordance with the rules of the Code.

8. ADJOURNED MEETING

The Chairman may, with the consent of, and shall if directed by, any Meeting adjourn such Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

9. PARTICIPATION

Subject to the rules of the Code, the following may attend and speak at a Meeting:

- persons duly allowed to participate in the meeting in accordance with the Code and the convocation notice;
- representatives of the Issuer;
- the financial and/or legal advisers of the Issuer; and
- any other person approved by the Meeting.

10. POWERS

A Meeting shall be entitled to exercise the powers set herein, in the Conditions and in Article 568 of the Code and shall be entitled to authorise any person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution, to appoint any persons as a committee to represent the interests of the Noteholders or to confer upon such committee any powers which the Noteholders could themselves exercise by Extraordinary Resolution to modify or waive any breach or proposed breach of any provision of the Conditions or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes or to waive any act or omission which might otherwise constitute an Event of Default under the Notes.

11. VOTING

In case Notes are held by the Issuer or any of its Subsidiaries, the Issuer or any such Subsidiary shall not have any voting rights with respect to such Notes.

12. RESOLUTION BINDS ALL HOLDERS

A resolution duly passed in accordance with these provisions and the rules of the Code shall be binding upon all Noteholders, whether or not present at such Meeting, and each of the Noteholders shall be bound to give effect to it accordingly. Notice of the result of every vote on a resolution shall be given to the Agents within 14 days of the conclusion of the Meeting and to the Noteholders in accordance with the Code.

13. MINUTES

Minutes of all resolutions and proceedings at each Meeting shall be made. The Chairman shall sign the minutes, which shall be *prima facie* evidence of the proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been summarised and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.

14. WRITTEN RESOLUTION

A written resolution signed by or on behalf of holders of 75 per cent. of the aggregate nominal amount of the Notes shall take effect as if it were an Extraordinary Resolution.