

PROPOSED PARTIAL ASSET CONTRIBUTION AGREEMENT

BETWEEN THE UNDERSIGNED:

- **The company ÉTABLISSEMENTS PEUGEOT FRÈRES**, a French *société anonyme* with a capital of €10,839,200, whose registered office is located at 66, avenue Charles de Gaulle – 92200 Neuilly-sur-Seine, registered with the Nanterre Trade and Companies Register under number 875 750 317 RCS NANTERRE (hereinafter “**EPF**”),

represented by Mr. Thierry de PONCHEVILLE, Deputy Chief Executive Officer, specially authorized for the purposes hereof pursuant to a decision of the board of directors dated 22 June 2020,

- **The company FFP**, a French *société anonyme* with a capital of €24,922,589, whose registered office is located at 66, avenue Charles de Gaulle – 92200 Neuilly-sur-Seine, registered with the Nanterre Trade and Companies Register under number 562 075 390 RCS NANTERRE (hereinafter “**FFP**”),

represented by Mr. Bertrand FINET, Chief Executive Officer, specially authorized for the purposes hereof pursuant to a decision of the board of directors dated 22 June 2020,

CONTRIBUTING COMPANIES TOGETHER OF THE FIRST PART,

AND:

- **The company MAILLOT I**, a French *société par actions simplifiée* with a share capital of €50,000, whose registered office is located at 66, avenue Charles de Gaulle – 92200 Neuilly-sur-Seine, registered with the Nanterre Trade and Companies Register under number 528 818 073 RCS NANTERRE (hereinafter “**MAILLOT I**”),

represented by Mr. Bertrand FINET, Chief Executive Officer of FFP, itself President of the company, specially authorized for the purposes hereof pursuant to a decision by the President dated 22 June 2020,

BENEFICIARY COMPANY OF THE SECOND PART,

WHEREAS:

PREAMBLE

§ 1 - CHARACTERISTICS OF THE RELEVANT COMPANIES AND LEGAL RELATIONSHIPS EXISTING BETWEEN THEM

1.1 INCORPORATION - CAPITAL - PURPOSE

a) EPF (contributing company)

The company EPF was incorporated on 1st November 1929. Its term expires on 26 January 2055.

As defined in article 3 of its by-laws, the company EPF's *corporate purpose, in France and abroad is:*

- *the direct or indirect operating of factories and industrial facilities and commercial establishments, as well as the taking and management of shareholdings and interests in any companies, by creating new companies, making capital contributions, subscribing or purchasing shares or interests in companies, mergers, alliances, association through investment or otherwise;*
- *the acquisition, management, lease as lessee or lessor, the running in any form or by any means, the sale, exchange of any moveable and immovable property and business, industries or services;*
- *the representation, promotion and defense in the course of trade of the collective interests of the Peugeot Family, as well as the patronymic name Peugeot and the emblem of the lion which is related thereto;*
- *the promotion, management and defense of any rights on trademarks, patents, designs, models and other intellectual or industrial property and in this respect to acquire sell or license such rights.*

And more generally, any industrial, commercial, financial, movable or immovable property transactions, that may directly or indirectly relate to the corporate purpose or to any other similar or related purposes that may contribute to the development of the company.

Its registered share capital currently stands at ten million, eight hundred and thirty nine thousand, and two hundred euros (€10,839,200). It is divided into one million, eighty three thousand, nine hundred and twenty (1,083,920) shares with a nominal value of ten euros (€10) each, fully paid-up and all of the same class.

Apart from the one million, eighty three thousand, nine hundred and twenty (1,083,920) ordinary shares comprising its share capital, the company EPF has not issued any transferable securities, nor granted options to subscribe or purchase shares, nor allotted any free shares under the conditions provided for in Article L 225-197-1 of the French Commercial Code.

The capital shares of the company EPF are not traded on a regulated market, or a multilateral trading facility.

The company EPF has a salaried workforce of fifteen (15) persons as of 18 March 2020.

b) FFP (contributing company)

The company FFP was incorporated on 19 July 1929. Its term, initially expiring on 18 July 2028, was extended by 99 years by the General Meeting of 15 May 2019 and will expire on 14 May 2118.

As defined in article 3 of its by-laws, the company FFP's *corporate purpose is to participate, directly or indirectly and notably by subscription or acquisition of shares or any other corporate rights, taking*

of shareholdings, creation of new companies, contribution, merger, partnerships or otherwise in any industrial, commercial or financial operations, in France or abroad, that could relate to:

- *the manufacture, sale and repair of any vehicles, motors to operate them and their spare parts and accessories;*
- *the manufacture and sale of all iron and steel products, instruments and hand tools, mechanical or electrical;*
- *the manufacture and sale of any equipment, devices, machines and parts of any kind, of any nature and for any usage, related to mechanical and electrical industry and construction;*
- *any activities of service provision of any type;*
- *the acquisition by any means, construction, installation and commissioning, operating, lease and transfer of any properties, land, industrial facilities, factories, offices and other assets and property rights;*

and more generally, any industrial, commercial, financial, movable or immovable property transactions, that may directly or indirectly relate to the corporate purpose or to any other similar or related purposes that may contribute to the development of the company.

Its registered share capital currently stands at twenty four million, nine hundred and twenty two thousand, five hundred and eighty nine euros (€24,922,589). It is divided into twenty four million, nine hundred and twenty two thousand, five hundred and eighty nine (24,922,589) shares with a nominal value of one euro (€1) each, fully paid-up and all of the same class.

Apart from the twenty four million, nine hundred and twenty two thousand, five hundred and eighty nine (24,922,589) ordinary shares comprising its capital, the company FFP has issued the following notes:

- on 3 July 2017, 1,550 notes of a nominal value of €100,000, maturing on 3 July 2025, with an annual coupon rate of 2.5 % and listed on Euronext Access; on 6 December 2017, this issue was tapped with an issuance of 575 fungible notes, bringing the total number of notes to 2,125;
- on 6 December 2017, 100 notes of a nominal value of €100,000, maturing on 2 January 2026, with an annual coupon rate of 2.6 % and listed on Euronext Access;
- on 6 December 2017, 200 notes of a nominal value of €100,000, maturing on 6 December 2027, with an annual coupon rate of 3.0 % and listed on Euronext Access;
- on 30 October 2019, 3,000 notes of a nominal value of €100,000, maturing on 30 October 2026, with an annual coupon rate of 1.875 % and listed on Euronext Paris.

It has not issued any transferable securities, nor granted options to subscribe or purchase shares. However, it has allocated free shares to managers and certain employees of the group.

FFP is an investment company in the form of a limited company with a board of directors (*société anonyme à conseil d'administration*) listed on Euronext since 1989; compartment A, having chosen the Code Afep/Medef as governance code.

The company FFP has a workforce of twenty seven (27) persons, as of 18 March.

c) MAILLOT I (beneficiary company)

The company MAILLOT I was incorporated on 30 June 2015 for a term of ninety nine years (99) years as from this date.

As defined in article 2 of its by-laws, the company MAILLOT I's corporate purpose is:

- *the acquisition, subscription, ownership, management and sale of any corporate rights, securities or stocks of any entity whose activity is related directly or indirectly to the automobile sector, and more generally to any means, materials or supports of individual or collective mobility;*
- *the provision of services and strategic and organizational consulting to any businesses in the above-mentioned sectors;*
- *the economic, financial and technical study of any commercial project and any consultant action related to research, industry and commerce of the automobile sector and any of those related to individual or collective mobility;*
- *the acquisition of any interests or shareholdings of any companies, existing or to be created, whose activity is directly or indirectly related to the abovementioned sectors;*
- *and more generally, any industrial, commercial, movable or immovable property and financial transactions, that may directly or indirectly relate to the corporate purpose or to any other similar or related purposes.*

It can carry out any operations which are compatibles with this purpose, related thereto and contributing to its implementation.

Its registered share capital currently stands at fifty thousand euros (€50,000), divided into fifty thousand (50,000) shares with a nominal value of one euro (€1) each, fully paid-up and all of the same class.

By decisions, dated 20 May 2020, by EPF, then sole shareholder of the company MAILLOT I, the following operations were carried out:

- reduction of share capital, due to losses, of an amount of 15,000 euros, to reduce it from 25,000 euros to 10,000 euros by cancellation of 15,000 shares of a nominal value of one euro; then
- increase in share capital in cash, reserved for FFP, of a nominal amount of 40,000 euros to increase it from 10,000 euros to 50,000 euros, by creation of 40,000 shares with a nominal value of one euro, with an issuing premium of five (5) euro cents per share, i.e. an overall share premium of 2,200 euros.

Following the transformation of the company MAILLOT I into a simplified joint stock company (*société par actions simplifiée*), by unanimous decision of its shareholders on 26 May 2020, the fifty thousand (50,000) shares (*parts sociales*) comprising its share capital have been converted into fifty thousand (50,000) shares (*actions*) with a nominal value of one euro (€1) each.

Apart from the fifty thousand (50,000) ordinary shares comprising its capital, the company MAILLOT I has not issued any transferable securities, nor granted options to subscribe or purchase shares, nor allotted any free shares under the conditions provided for in Article L 225-197-1 of the French Commercial Code.

The share capital of MAILLOT I is currently distributed between two shareholders, EPF and FFP, which hold respectively 10,000 and 40,000 shares.

The company MAILLOT I does not have any employees.

1.2 RELATIONS BETWEEN THE COMPANIES

The Peugeot family owned group interest in the company PEUGEOT SA (“PSA”) is held through the following three entities:

- FFP, listed investment company held at 79.98 % in capital by EPF, and whose stake in PSA is currently 9.32 % in capital (13.43 % of voting rights);
- EPF, historical holding of the Peugeot family group, unlisted and whose capital has been held exclusively by members of the Peugeot family from the outset. Its stake in PSA is currently 2.91 % (4.19 % of voting rights); and
- MAILLOT I, unlisted holding company which is 80 % held by FFP and 20 % held by EPF, which holds 164 PSA shares (representing 0.00002 % of the capital and 0.00003 % of voting rights).

These three entities are invested in the capital of PSA pursuant to concerted action declared to the French AMF.

The companies EPF and FFP are represented in the PSA’s supervisory board by two family members, Mrs. Marie-Hélène Peugeot-Roncoroni for EPF, and Mr. Robert Peugeot for FFP, in addition to an observer of the Peugeot family, Mr. Frédéric Banzet.

The companies EPF and FFP have, as managers and directors in common, the following persons:

- Mr. Jean-Philippe Peugeot is:
 - Chairman and CEO of the company EPF,
 - director and vice-chairman of the board of directors of the company FFP.
- Mr. Robert Peugeot is:
 - Chairman of the board of directors of the company FFP,
 - director of the company EPF.
- Ms. Marie-Hélène Peugeot, married name Roncoroni, is:
 - Deputy CEO and director of the company EPF,
 - director and vice-chairman of the board of directors of the company FFP.
- Mr. Christian Peugeot is:
 - director of the company EPF,
 - director of the company FFP.
- Mr. Xavier Peugeot is:
 - director of the company EPF,
 - director of the company FFP.

The President of MAILLOT I is FFP, represented by its Chief Executive Officer, Mr. Bertrand FINET.

The company SEC3 is statutory auditor for the companies EPF, FFP and MAILLOT I.

The company Mazars is statutory auditor for the companies FFP and MAILLOT I.

Finally, it is specified that the company FFP directly holds 0.37% of the capital of the automotive supplier FAURECIA. These FAURECIA shares are included in the partial asset contribution subject hereof.

1.3 INDIVISIBILITY OF CONTRIBUTIONS OF EACH OF THE TWO CONTRIBUTING COMPANIES

The contributions made, firstly, by the company EPF, and secondly, by the company FFP, shall be deemed one single indivisible transaction, and the contributions made by the company EPF, no more than the contributions made by the company FFP, shall not be carried out independently of each other.

1.4 APPOINTMENT OF AN INDEPENDENT APPRAISER

By order dated 14 May 2020, the President of the Commercial Court of Nanterre has appointed Mr. Didier FAURY – 140 boulevard Haussmann (75008) Paris – as independent appraiser (*commissaire à la scission et aux apports*).

§ 2 - REASONS AND PURPOSE OF THE CONTRIBUTION

The reasons and purpose which have led the companies EPF, FFP and MAILLOT I to contemplate the partial asset contribution subject hereto can be analyzed as follows.

PSA entered into in December 2019 an agreement with another worldwide automobile group, the group FIAT CHRYSLER AUTOMOBILES (“FCA”). This alignment should lead to a merger of PSA by FCA once all the authorizations relevant to this type of operation are obtained.

As this merger considerably changes the position of the companies EPF and FFP within the new entity resulting from the merger between PSA and FCA, the companies EPF and FFP wish to reorganize, prior to this operation, their interests held directly and indirectly in PSA, and in the automotive supplier FAURECIA.

The carrying out of the partial asset contribution subject hereto, involving all of the shares that the companies EPF and FFP hold respectively in PSA and FAURECIA, as well as the assets rights and obligations attached to these interests, is going to:

- create an automobile division by regrouping within a joint subsidiary, the company MAILLOT I, the interests held by EPF and FFP in PSA in order to reinforce the structure of the largest French shareholder of a new group resulting from the FCA/PSA merger;
- identify a single center of power with clear governance within the same entity:
 - to join together the interests held by EPF and FFP in PSA within the same company with statutory rules enforceable against third parties, thereby reinforcing their position in the newly merged entity compared to simple concerted action or contractual provisions;
 - to simplify the management of the automobiles shareholdings belonging to the companies of the family group and notably to limit the number of decisions requiring the consent of two shareholders of MAILLOT I (it being specified that to date the decisions relating to the interests held by EPF and FFP in PSA are subject to authorizations or opinions from their respective Boards and/or committees);
 - to avoid the overlapping of questions dealt with by each of the respective boards of EPF and FFP relating to the management of the shareholdings in PSA;
 - to facilitate the appointment of the sole director of the Board of directors of the structure resulting from the merger (it being specified that without the creation of a joint structure and rules defined at this time, this process of appointment could be long and complicated).

It will also offer the historic opportunity:

- to create a division of expertise dedicated to the automobile sector with its own means of action and analysis; and
- to ensure better protection of French industrial and economic interests as well as those of the Peugeot family by benefiting from a single entity capable of participating in structuring operations of the merged entity.

Finally, it will enable the pooling of the costs of the Equity Swap Contract (as defined in paragraph 5-1), initially entered into by FFP with Natixis, after which FFP can acquire PSA shares for a total amount of two hundred and twenty eight million euros.

§ 3 - BASES AND CONDITIONS FOR THE OPERATION – ACCOUNTING POSITION ON THE EFFECTIVE DATE

Regulation n° 2017-01 of 5 May 2017 of the French Standards Accounting Authority (l’Autorité des normes comptables (ANC) amending the annex to ANC Regulation n° 2014-03 of 15 June 2014 as amended relating to the general accounting plan is applicable (extract from Art. 710-2) to operations of:

- partial contribution of assets constituting a branch of activity or to operations by which an entity contributes a package of assets and liabilities constituting an autonomous branch, to another legal entity and receives in exchange securities transferred by the entity beneficiary of the contributions;
- contribution of equity interests conferring the control of these equity interests to the entity beneficiary of the contributions which are regarded as partial contribution of assets constituting a branch of activity.

The contributions referred to herein:

- not constituting an autonomous branch of activity and,
- relating to the interest held by the company EPF in the capital of the company PSA, on one hand, and the interests held by the company FFP in the capital of the company PSA and in the capital of the company FAURECIA in addition to the benefit and burden of the Equity Swap Contract, on the other hand, do not confer upon the beneficiary of the said contributions, the company MAILLOT I, any control whatsoever within the company PSA or the company FAURECIA,

are not subject to the above-mentioned ANC regulation n° 2017-01 of 5 May 2017.

Consequently, the assets and rights contributed to the company MAILLOT I shall be transferred and shall be recorded in its accounting records, **according to their current fair market value.**

As the operation is to be effective on 18 March 2020, the managers of each of the two contributing companies and the beneficiary company have decided to close the accounting position **for each of the companies, as of 18 March 2020.**

§ 4 - LEGAL REGIME APPLICABLE TO THE OPERATION – EFFECTIVE DATE OF CONTRIBUTIONS

4.1 Option for spin-off regime

In accordance with the possibility offered by Article **L. 236-22 of the French Commercial Code**, the companies party to the partial asset contribution detailed hereinafter have decided by joint agreement that the operation will be governed by the **spin-off regime (*régime juridique des scissions*)** in accordance with the provisions of Articles L. 236-16 to L. 236-21 of the French Commercial Code.

Accordingly, there will be carried out, to the benefit and burden of the company MAILLOT I, a universal transfer of all rights, assets and obligations attached to the interests held respectively by EPF and FFP in the companies PSA and FAURECIA, as well as the Equity Swap Contract.

Since this operation is subject to the spin-off regime it will thereby entail a universal transfer of the PSA shares carrying double voting rights, the beneficiary company of the contributions, MAILLOT I, shall receive the benefit of these double voting rights.

In accordance with the provisions of Articles L. 228-65, I, 3°, L. 236-18 and L. 236-22 of the French Commercial Code, the partial asset contribution subject hereof will be submitted to the meetings of noteholders of FFP.

4.2 Effective date of contributions

The parties expressly agree that, from both a tax and accounting viewpoint, these partial asset contributions shall be **effective on 18 March 2020**.

Accordingly, **all operations** carried out by the two contributing companies, EPF and FFP, **as from 18 March 2020**, with regard to the interests held respectively by EPF and FFP in the companies **PSA and FAURECIA, as well as pursuant to the Equity Swap Contract, shall be considered** automatically, from both a tax and accounting viewpoint, **as completed by the company MAILLOT I** which **shall thereby bear solely and exclusively** the assets and liabilities of the assets, rights and obligations thereby transferred.

§ 5 - METHOD OF EVALUATION – CAPITAL INCREASE OF THE COMPANY MAILLOT I – EXCHANGE RATIO

5.1 Valuation of the contribution

The contributions are composed of the sum of:

- 110,622,056 PSA shares representing 12.23% of PSA capital and 17.61% of voting rights due to the double voting rights attached;
- 510,000 FAURECIA shares representing 0.37% of the capital of the company FAURECIA;
- The Equity Swap Contract with a maturity date of 30 June 2021, regarding 18,096,564 shares, i.e. 2 % of PSA's capital, for an amount of €227,691,182 at a fixed price of €12.582 per PSA share. In this partial asset contribution agreement, "**Equity Swap Contract**" means (i) the FBF framework agreement relating to trading on derivative financial instruments (version 2013) entered into with Natixis on 6 March 2020 (the "**Framework Agreement**") and (ii) the confirmation of transactions on financial futures entered into with Natixis on 6 March 2020 and modified by amendment dated 16 March 2020, as governed by, and forming an integral part of the Framework Agreement.

The contributions have been valued at actual market value at the effective accounting and tax date of the partial contribution of assets determined as follows by the signatory parties to the proposed partial asset contribution agreement:

- As regards the contributions on the minority share of the capital of the listed companies, the PSA and FAURECIA shares have been valued at the average market price for the last 20 days of trading as of 18 March 2020, i.e. €14.85 per PSA share and €36.39 per FAURECIA share;
- As regards the Equity Swap Contract, Natixis completed its hedging activities on 18 March 2020 for an average purchase price of €12.582 i.e. the purchase price at maturity of the PSA shares. Therefore, the contribution value of Equity Swap Contract corresponds to the costs

incurred by FFP between its conclusion date and the effective accounting and tax date of the partial contribution of assets, i.e. a total of €616,269.

Value of contribution (€)	EPF	FFP
Value of PSA shares	€14.85	€14.85
Value PSA contribution	€390 452 234	€1 251 922 052
Value Faurecia contribution	-	€18 559 122
Value equity swap contribution	-	€616 269
Total contributions	€390 452 234	€1 271 097 443

These values have been supported by a multi-criteria analysis of the fair market value of the assets composing the contributions which is detailed in Schedule 1 hereto.

5.2 Remuneration for the contributions

The remuneration of the contributions has been determined from the **respective fair market value** of assets rights and obligations transferred, on one hand, and the overall value of the beneficiary company, on the other hand, estimated according to the methods and criteria described in Schedule 1 hereto.

All details and information required on the application of these methods and the criteria applied are given in accordance with the regulations in force in the reports submitted to the shareholders by the management bodies of the participating companies.

Each of the two contributing companies, EPF and FFP, waive their fractional share rights, where applicable. Accordingly, the beneficiary company will not be liable for any amount for fractional share rights, where applicable, and will not make any payment for such.

Taking into account these valuations, both for the assets, rights and obligations transferred, and the overall value of the beneficiary company of the contributions, it results that the company MAILLOT I, for which each of its shares is estimated at a fair market value of one euro and eighty five cents (€1.085) for a nominal value of one euro (€1) each, shall have to issue one billion, five hundred and thirty one million, eight hundred and fifty five thousand, nine hundred and sixty six (1,531,855,966) new shares with a nominal value of one euro (€1) each, and to allocate in full to the two contributing companies, EPF and FFP, in the proportions resulting from the application of the exchange ratio selected.

Remuneration (€)	EPF	FFP	Total
Total contributions	€390 452 234	€1 271 097 443	€1 661 549 677
Value Maillot I share	€1.0846644	€1.0846644	
Increase of capital	€359 975 144	€1 171 880 822	€1 531 855 966
Contribution premium	€30 477 090	€99 216 621	€129 693 711
Parity	23.50%	76.50%	100.00%

No specific benefit will be conferred upon the members of the executive or management bodies of the parties hereto, pursuant to and in relation to the completion of the contemplated contributions.

AS EXPLAINED HEREINBEFORE, AGREEMENTS IS REACHED HEREINAFTER RELATING TO THE CONTRIBUTIONS MADE AS PARTIAL CONTRIBUTION OF ASSETS BY THE COMPANIES EPF AND FFP TO THE COMPANY MAILLOT I

PART ONE

**PARTIAL ASSET CONTRIBUTIONS
MADE BY THE COMPANIES EPF AND FFP
TO THE BENEFIT AND BINDING UPON THE COMPANY MAILLOT I**

SECTION I

PARTIAL ASSET CONTRIBUTION MADE BY EPF

Mr. Thierry de PONCHEVILLE, acting ex officio, in the name and on behalf of the company EPF, contributes, under express and implied warranties, and subject to the conditions precedent expressed hereinafter,

to the company MAILLOT I, which is accepted in the name and on behalf of the latter by Mr. Bertrand FINET, acting ex officio, under the same conditions precedent,

of the full ownership of the following assets rights and securities, including among the assets and liabilities of the company EPF, **composing the branch constituted by the interest of the company EPF held in the capital of the company PSA.**

At the reference date chosen by joint agreement to establish the conditions of the operation as is indicated above, the assets and liabilities of the contributing company – of which the transfer to the company MAILLOT I is envisaged – consists of the elements listed hereinafter.

The value of the contributions made by the company EPF means **their fair market value as of 18 March 2020.**

I - DESCRIPTION AND ESTIMATION OF THE ASSETS AND RIGHTS CONTRIBUTED

The contributed assets include the assets and rights contributed described hereinafter, it being noted that all of the additional elements which would be necessary to achieve a precise and complete description, general or specific, in view, notably of the completion of legal publication formalities for the transfer of the contributed assets, could be the subject of statements, tables, conventions, declarations, which shall be regrouped in one or several documents, drawn up jointly between the certified representatives of the two companies, EPF and MAILLOT I, to be submitted, if applicable, to the meetings held to approve the said contributions.

PSA Shares:

- The company EPF gives the full ownership of all of the shares held in the capital of PSA, and including at the date of signature hereof, twenty-six million, two hundred and ninety eight thousand, eight hundred and ninety five (26,298,895) PSA shares, retained at their fair market value of €14.85 per share i.e. a total of 390,452,234 euros, i.e.
..... **€390,452,234**

- The company EPF contributes to the company MAILLOT I the income and the expenses of all assets and rights attached to the contributed PSA shares, necessary for the exercise of the rights and obligations related to the holding of the PSA shares, retained **for the record** **TOKEN ENTRY**

The company MAILLOT I shall assume and pay, for and on behalf of the contributing company, EPF, **any liabilities of the latter as of 18 March 2020, attached to the branch constituted** by the EPF's shareholding held in the capital of the company PSA.

In the event that part of the liabilities transferred by the company EPF to the company MAILLOT I were to be claimed by a creditor, from the company EPF, this latter – or any other company subrogated in its rights – will notify the company MAILLOT I as soon as possible and by any means; the company MAILLOT I will thereby be bound to pay this debt in the same conditions as those which would have been imposed upon the company EPF if it had remained liable.

In the event that, for any reason whatsoever, the company EPF would be bound to pay all or part of the liabilities transferred to the company MAILLOT I, this latter undertakes to reimburse the company EPF or any other company subrogated in its rights, by that amount and as soon as possible as from the date on which the company EPF shall inform the company MAILLOT I, by any means, of the payment that it has made.

II - DETERMINATION OF THE NET VALUE OF THE ASSETS AND LIABILITIES TRANSFERRED BY THE COMPANY EPF:

The fair market value of the assets and rights transferred on the date of 18 March 2020	€390,452,234,
The liabilities included at the same date amounts to	token entry,
the net fair market value at the date of 18 March 2020 of the assets and liabilities transferred amounts to THREE HUNDRED AND NINETY THOUSAND, FOUR HUNDRED AND FIFTY TWO THOUSAND, TWO HUNDRED AND THIRTY FOUR EUROS	€390,452,234

SECTION II

PARTIAL ASSET CONTRIBUTION MADE BY FFP

Mr. Bertrand FINET, acting ex officio, in the name and on behalf of the company **FFP**, contributes, under express and implied warranties, and subject to the conditions precedent expressed hereinafter,

To the company **MAILLOT I**, which is accepted in the name and on behalf of the latter by **Mr. Bertrand FINET**, acting ex officio, under the same conditions precedent,

of the full ownership of the following assets rights and securities, including among the assets and liabilities of the company **FFP**, composing the branch constituted by the interest of the company **FFP** held in the capital of the company **PSA** and in the capital of the company **FAURECIA**, as well as the rights and charges attached to the benefit of the Equity Swap Contract.

At the reference date chosen by joint agreement to establish the conditions of the operation as is indicated above, the assets and liabilities of the contributing company – of which the transfer to the company **MAILLOT I** is envisaged – consists of the elements listed hereinafter.

The value of the contributions made by the company FFP means their fair market value as of 18 March 2020.

I - DESCRIPTION AND ESTIMATION OF THE ASSETS AND RIGHTS CONTRIBUTED

The contributed assets include the assets and rights described hereinafter, it being noted that all of the additional elements which would be necessary to achieve a precise and complete description, general or specific, in view, notably of the completion of legal publication formalities for the transfer of the contributed assets, could be the subject of statements, tables, conventions, declarations, which shall be regrouped in one or several documents, drawn up jointly between the certified representatives of the two companies, FFP and MAILLOT I, to be submitted, if applicable, to the meetings held to approve the said contributions.

- The company FFP gives the full ownership of all of the shares held in the capital of PSA, and including at the date of signature hereof, eighty four million, three hundred and twenty three thousand, one hundred and sixty one (84,323,161) PSA shares, retained **at their fair market value of €14.85 per share and contributed for this fair market value of 1,251,922,052 euros**, i.e. **€1,251,922,052**

- The company FFP gives the full ownership of all of the shares held in the capital of FAURECIA, and including at the date of signature hereof, five hundred and ten thousand (510,000) FAURECIA shares, retained at their **fair market value of €36.39 per share, and contributed for this fair market value of 18,559,122 euros**, i.e. **€18,559,122**

- The company FFP contributes the benefit and the burden of Equity Swap Contract, entered into with Natixis, after which FFP may acquire PSA shares for a total amount of two hundred and twenty eight million euros, **contributed for a total of €616,268.64 i.e. the accumulation of the commitment fees (€500,000 + €85,000) and interest calculated on the period of the hedging expiring on 18 March 2020 for € 31,268,64**, i.e. **€616,269**

- The company FFP contributes to the company MAILLOT I the income and the expenses of all assets and rights attached to the contributed PSA and FAURECIA shares, as well as the Equity Swap Contract transferred, necessary for the exercise of the rights and obligations related to the holding of the PSA shares, retained for the record **TOKEN ENTRY**

The company MAILLOT I shall assume and pay, for and on behalf of the contributing company, FFP, **any liabilities of the latter as of 18 March 2020**, attached to the branch constituted by the interest of the company EPF held in the capital of the company PSA and in the capital of the company FAURECIA, as well as the rights and charges attached to the benefit of the Equity Swap Contract.

In the event that part of the liabilities transferred by the company FFP to the company MAILLOT I were to be claimed by a creditor, from the company FFP, this latter – or any other company subrogated in its rights – will notify the company MAILLOT I as soon as possible and by any means; the company MAILLOT I will thereby be bound to pay this debt in the same conditions as those which would have been imposed upon the company FFP if it had remained liable.

In the event that, for any reason whatsoever, the company FFP would be bound to pay all or part of the liabilities transferred to the company MAILLOT I, this latter undertakes to reimburse the company FFP

or any other company subrogated in its rights, by that amount and as soon as possible as from the date on which the company FFP shall inform the company MAILLOT I, by any means, of the payment that it has made.

II - DETERMINATION OF THE NET VALUE OF THE ASSETS AND LIABILITIES TRANSFERRED BY THE COMPANY FFP:

The fair market value of the assets and rights transferred on the date of 18 March 2020	€1,271,097,443,
The liabilities included at the same date amounts to	token entry,
the net fair market value at the date of 18 March 2020 of the assets and liabilities transferred amounts to ONE BILLION, TWO HUNDRED AND SEVENTY ONE MILLION, NINETY SEVEN THOUSAND, FOUR HUNDRED AND FORTY THREE EUROS	€1,271,097,443

PART TWO

UNIVERSAL TRANSFER OF THE ASSETS AND RIGHTS ATTACHED TO THE BRANCHES TRANSFERRED

1° - As from the definitive completion of the operation of partial contribution of assets, subject hereto, the company MAILLOT I will take on for its benefit and its responsibility all of the assets, rights and obligations attached to the branches transferred, by the effect of the universal transfer of the assets. Accordingly, all the dividend distributed from 18 March 2020 by a company whose shares are included in the assets and rights transferred, shall be automatically transferred to the beneficiary of the contributions, the company MAILLOT I, and shall be deemed to have been acquired by the latter as from the date of their distribution if this occurred after 17 March 2020. The *intuitu personae* contracts shall not be transferred by the two contributing companies, for the benefit and responsibility the company MAILLOT I, unless there is the consent of their co-contracting parties.

2° - Each of the contributing companies, EPF and FFP, respectively, each for its part, undertake to use their best efforts to facilitate the transfer in favor of the company MAILLOT I, of any possible authorizations, certificates, accreditations or rights whatsoever which would be necessary or useful to the company MAILLOT I for the smooth running of the branches which are contributed by the company EPF and by the company FFP, according to the terms and conditions hereto.

3° - More specifically, each of the two contributing companies, EPF and FFP, respectively, each for its part, undertake to transfer to the company MAILLOT I, the benefit of the agreements, entered into pursuant to the PSA / FCA merger, contained in the document entitled "Undertaking letter" dated 17 December 2019 and its schedules.

PART THREE

OWNERSHIP - ENJOYMENT

The company MAILLOT I shall be owner and take possession of the assets and rights which have been contributed pursuant to the partial asset contribution as from the date of the definitive completion of the said contributions.

Up until this date, each of the two contributing companies, EPF and FFP, will continue, respectively, each for its part, to manage with the same principles, rules and conditions as in the past, all of the assets and rights contributed. However, neither of the two parties, EPF and FFP, will make any significant commitment likely to affect these assets and rights without the prior consent of the company MAILLOT I.

By express agreement, **it is stipulated that all of the operations undertaken since 18 March 2020** and concerning the contributions, constituted respectively by EPF's shareholding in the capital of the company PSA, and by the company FFP's shareholding in the capital of the company PSA and in the capital of the company FAURECIA, in addition to the rights and obligations attached to the Equity Swap Contract expiring on 30 June 2021, **shall be considered as having been, both actively and passively, on behalf of, in favor of and at the expense of the company MAILLOT I.**

On the signing date of this agreement, the expenses already incurred during the intervening period pursuant to the Equity Swap Contract which shall be borne by MAILLOT I are as follows (amounts settled as of 30 April 2020):

- the transaction expenses which will be counted *in fine* as a result of the settlement of the Equity Swap Contract, amounting to **€113,789**;
- other expenses taken up by MAILLOT I under the intervening period of a total amount of **€350,355** corresponding to an accumulation of interest over the period from 18 March to 30 April 2020 of €218,355, increased by lawyers' fees of a total of €132,000 including taxes borne by FFP during the intervening period.

Any increases, any rights and new investments, any risks and any profits whatsoever, and any general expenses, charges and expenditure whatsoever relating to the contributed assets shall be incumbent upon the company MAILLOT I, the said company now accepting to take, on the date that the assets shall be transferred, the assets and liabilities which shall thereby exist as taking the place of those existing **as of 18 March 2020.**

In this respect, the representative of each of the contributing companies declares **that since 18 March 2020** (and that he declares not to undertake any between the date of signature hereof and that of the definitive completion of the contributions) **no operation has taken place other than those of day-to-day management, or operations** within the scope of the **merger operation between PSA and FCA.** The representative of each of the contributing companies specifies moreover that any **distribution of dividends**, even exceptional, which occurred **as from 18 March 2020** in favor of the company that he represents, pursuant to the interests held in the capital of the company PSA and in the capital of the company FAURECIA, **shall be deemed to have been performed in favor of the beneficiary company of the contributions, the company MAILLOT I.**

Moreover, in the event that certain receivables transferred, where applicable, by the companies EPF and FFP, to the company MAILLOT I, pursuant to this partial asset contribution should have been paid to EPF, to FFP, or any other company subrogated in its rights, these later shall be deemed to have acted as agent for the company MAILLOT I and shall pay as soon as possible the corresponding amounts.

PART FOUR

LIABILITIES AND CONDITIONS

These contributions are agreed and accepted under the usual terms and applicable legal provisions in similar matters and, notably, subject to the following:

1° - The company MAILLOT I shall take the contributed assets and rights with all the elements attached thereto, in the state in which they are, at the date of completion of the contributions, without the right to claim damages for any reason whatsoever.

2° - It shall perform any agreements, procurement contracts and conventions entered into with any third parties relating to the contributed assets and rights.

3° - It shall purely and simply be substituted in all rights, actions, liens and registrations which may be attached to the assets and rights transferred by each of the two contributing companies, EPF and FFP.

4° - It shall bear and pay, as from the day it takes possession, all taxes, duties, contributions, levies, premiums, contributions, royalties, as well as any other charges of any nature, standard or exceptional, which are or will be related to the assets and rights subject to the contributions above.

5° - It shall comply with laws, decrees, regulations and practices concerning the use of the contributed assets and rights and shall be responsible for all authorizations which could be necessary, at its own risk and cost.

6° - It will be bound to pay the totality of the liabilities encumbering the contributions from each of the two contributing companies, EPF and FFP, according to the terms and conditions when it is or will become due, the payment of any interest and the performance of any conditions of deeds or titles which may exist, as each of the two contributing companies, EPF and FFP, is required to do so itself.

By express agreement, it is stipulated that the liabilities transferred will be borne by the company MAILLOT I solely, without joint and several liability of each of the two contributing companies, EPF and FFP, this exclusion of joint and several liability allowing objection by creditors.

7° - The company MAILLOT I will be substituted, where applicable, to each of the two contributing companies, EPF and FFP, in disputes and legal proceedings, both as plaintiff or defendant, before any jurisdictions insofar as they relate to the contributed assets and rights, it being noted that there are no disputes as at the date of signature hereto.

For his part, the representative of the contributing company requires it to provide to the company MAILLOT I any information that the latter may need, to give all signatures and to provide all of the assistance necessary to assure vis-à-vis any person the transfer of the assets and rights included in the contributions and the full effect of these agreements.

He is required, notably, and requires the company that he represents, on first request by the company MAILLOT I, to have drawn up all reiterative or confirmatory deeds of these contributions and to provide any justifications and signatures which could be necessary subsequently.

He is required, further, ex officio, to provide and deliver to the company MAILLOT immediately after the definitive completion of these contributions all of the assets and rights contributed above as well all titles and documents related thereto.

PART FIVE

REMUNERATION OF THE CONTRIBUTIONS

SECTION I

REMUNERATION OF CONTRIBUTIONS MADE BY EPF

In remuneration of the contributions made by the company EPF, it will be allocated to this company **three hundred and fifty nine million, nine hundred and seventy five thousand, one hundred and forty four (359,975,144) new shares** of a nominal value of one euro (€1) each, fully paid up, created pursuant to an increase in capital by the company **MAILLOT I**, for which the amount will be increased from fifty thousand euros (€50,000) to three hundred and sixty million, twenty five thousand, one hundred and forty four euros (€360,025,144).

These new shares shall bear dividend entitlement as from their definitive issuance. They shall rank *pari passu* with existing shares, enjoy the same rights and bear the same liabilities, notably all tax withholdings so that all the shares of the same class, without distinction, give entitlement to the payment of the same net sum in any distribution or any reimbursements carried out during the term of the company or upon its liquidation.

Amount of the contribution premium

The amount of the contribution premium issued pursuant to the partial contribution of assets relating to the branch constituted by the interest held by the company EPF in the capital of the company PSA, contributed by the company EPF in favor and at the cost of the company MAILLOT I, is equal to the difference between:

- the fair market value of the assets and rights transferred by the company EPF pursuant to the partial contribution of assets relating to the branch constituted by the interest held by the company EPF in the capital of the company PSA, contributed to the company MAILLOT I, i.e.	€390,452,234
- and the nominal value of the 359,975,144 shares which shall be created by the company MAILLOT I pursuant to the increase of capital remunerating the partial contribution of assets relating to the branch constituted by the interest held by the company EPF in the capital of the company PSA, contributed to the company MAILLOT I, i.e.	€359,975,144
.....	€359,975,144
	<hr/>
i.e. a net contribution premium of.....	€30,477,090

This shall be accounted for in the balance sheet of the company MAILLOT I by the credit of a “contribution premium” account.

By express agreement, the definitive completion of the contributions shall constitute authorization to the President of the company MAILLOT I to:

- deduct from the said premium any expenses, charges or taxes resulting from the contributions, and deduct any amount in application of the accounting regulations;

- carry to this account any net asset surplus resulting from the consistency of the elements of assets contributed and the liabilities assumed, at the date of the definitive completion of contributions compared to the consistency of the said elements resulting from this agreement.

SECTION II

REMUNERATION OF CONTRIBUTIONS MADE BY FFP

In remuneration of the contributions made by the company FFP, it will be allocated to this company **one billion, one hundred and seventy one million, eight hundred and eighty thousand, eight hundred and twenty two (1,171,880,822) new shares** of a nominal value of one euro (€1) each, fully paid up, created pursuant to an increase in capital by the company **MAILLOT I**, for which the amount will be increased from three hundred and sixty million, twenty five thousand, one hundred and forty four euros (€360,025,144) to one billion, five hundred and thirty one million, nine hundred and five thousand, nine hundred and sixty six euros (€1,531,905,966).

These new shares shall bear dividend entitlement as from their definitive issuance. They shall rank *pari passu* with existing shares, enjoy the same rights and bear the same liabilities, notably all tax withholdings so that all the shares of the same class, without distinction, give entitlement to the payment of the same net sum in any distribution or any reimbursements carried out during the term of the company or upon its liquidation.

Amount of the contribution premium

The amount of the contribution premium issued pursuant to the partial contribution of assets relating to the branch constituted by the interest held by the company FFP in the capital of the company PSA and in the capital of the company FAURECIA, as well as the rights and charges attached to benefit of the Equity Swap Contract, contributed by the company FFP in favor and at the cost of the company MAILLOT I, is equal to the difference between:

<ul style="list-style-type: none"> - the fair market value of the assets and rights transferred by the company FFP pursuant to the partial contribution of assets relating to the branch constituted by the interest held by the company FFP in the capital of the company PSA and in the capital of the company FAURECIA, as well as the rights and charges attached to benefit of the Equity Swap Contract, contributed to the company MAILLOT I, i.e. 	€1,271,097,443
<ul style="list-style-type: none"> - and the nominal value of the 1,171,880,822 shares which shall be created by the company MAILLOT I pursuant to the increase of capital remunerating the partial contribution of assets relating to the branch constituted by the interest held by the company FFP in the capital of the company PSA and in the capital of the company FAURECIA, as well as the rights and charges attached to benefit of the Equity Swap Contract, contributed to the company MAILLOT I, i.e. 	€1,171,880,822
i.e. a net contribution premium of	€99,216,621

This shall be accounted for in the balance sheet of the company MAILLOT I by the credit of a “contribution premium” account.

By express agreement, the definitive completion of the contributions shall constitute authorization to the President of the company MAILLOT I to:

- deduct from the said premium any expenses, charges or taxes resulting from the contributions, and deduct any amount in application of the accounting regulations;
- carry to this account any net asset surplus resulting from the consistency of the elements of assets contributed and the liabilities assumed, at the date of the definitive completion of contributions compared to the consistency of the said elements resulting from this agreement.

PART SIX

REPRESENTATIONS

In the name of each of the two contributing companies, EPF and FFP, their respective representative, that is **Mr. Thierry de PONCHEVILLE** for the company EPF, and **Mr. Bertrand FINET** for the company FFP, represent, ex officio each for its own part:

- that the company that he represents has never been in a state of insolvency, temporary suspension of proceedings, administration or court-ordered liquidation, that it is not currently nor it is likely to be subsequently subject to proceedings entailing the total or partial confiscation of its assets;
- that the shares contributed are not encumbered by any registration, lien or pledge;
- that the transfer by FFP to the company MAILLOT I of the benefit and cost of the Equity Swap Contract will be accepted beforehand by NATIXIS;
- that the company that it represents has not contracted any restriction in any form whatsoever i.e., or any restrictive ownership clause, vis-à-vis anyone, relating to the contributed assets and rights, it being noted that the steps necessary regarding the covenants of various contracts entered into with credit establishments shall be carried out, where applicable by EPF and FFP, prior to the completion of the contributions subject hereto;
- that, more generally, the contributed assets and rights are freely disposable in the hands of the company which contributes them.

All accounting records which refer to the past three financial years, and the current financial year for each of the contributing companies has been subject to an inventory a copy of which has been provided to the representative of each company.

These records shall be made available to the company MAILLOT I for three (3) years as from the date of completion of the contributions.

The respective representatives of each of the two contributing companies, EPF and FFP, expressly declare waiver by their company of the preferential right of the vendor which they could profit from due to the obligation imposed above on the company MAILLOT I to pay the liabilities attached to the contributed assets and rights.

PART SEVEN

CONDITIONS PRECEDENT

The contributions are approved and accepted subject to:

- 1° - **obtaining the prior approval of the French General Directorate of Public Finances (direction générale des finances publiques)** in view of the application of the **regime of mergers (Article 210 B, 3 of the French Tax Code)** to the partial asset contribution subject hereto;
- 2° - the **approval of this proposed partial contribution of assets** by the extraordinary shareholders' meeting of the company EPF;
- 3° - the **approval of this proposed partial contribution of assets** by the extraordinary shareholders' meeting of the company FFP;
- 4° - the **approval of this proposed partial contribution of assets** by the extraordinary general meeting of shareholders of the company MAILLOT I.

If these four (4) conditions precedent are not met before 31 December 2020 at midnight, this proposed partial contribution of assets agreement shall be deemed null and void, without giving rise to any indemnity to either party.

PART EIGHT

TAX PROVISIONS

CORPORATE INCOME TAX

It therefore follows from the clauses above that, **the contribution takes effect on 18 March 2020**. Accordingly, the results, profit or loss making, produced since this date by the contributed branch by each of the two contributing companies, EPF and FFP, will be included in the taxable result of the company benefiting from the contributions.

These contributions shall be, prior to the general shareholders' meetings invited to approve them, subject to an application for approval by the French Ministry for the Economy and Finance – French Tax Directorate in view of the application of the preferential mergers regime provided for in Article 210 A of the French Tax Code pursuant to Article 210 B-3 of the French Tax Code.

Subject to the granting of the abovementioned authorization, these contributions are placed under the preferential mergers regime provided for in Article 210 A of the French Tax Code.

Consequently, pursuant to the provisions of Article 210 B-3 of the same Code, each of the two contributing companies, EPF and FFP, with a view to the request for authorization, undertake that given the elements set out in this proposed partial contribution of assets agreement:

- the operation is justified by economic reasons notably by the exercise by the beneficiary company of an autonomous activity or the improvement of structures, as well as an association between the parties;
- the operation does not have as main purpose or one its main purposes of fraud or tax evasion;
- the terms of the operation enable the future taxation of gains deferred from taxation.

For its part, the company benefiting from the contributions makes, insofar as it is possible given the characteristics of this operation, the undertakings pursuant to Article 210 A of the French Tax Code and particularly the undertakings to:

- a)** take on as liabilities the provisions for which taxation is deferred as well as, where applicable, the special reserves where this company would have carried the net long term capital gains previously subject to corporate income tax at a reduced rate, the reserves where the provisions would have been carried for price fluctuations, the provisions for price increases, the provisions for special depreciation allowances and the investment subsidies pertaining to the contributed branch;
- b)** act as a substitute for the contributing company for the reintegration of the results for which the taking into account had been deferred for taxation of the latter;
- c)** calculate the capital gains made after the transfer of the non-depreciable fixed assets received as a contribution according to the value these assets had, from a tax point of view, in the book entries of the contributing company. This will notably be the case with respect to the exchange on the FAURECIA shares resulting from the *Océane* convertible bond conversion, the said conversion having been made under the regime of Article 38-7 of the French Tax Code;
- d)** reintegrate in its profits subject to corporate income tax, under the conditions set out in Article 210 A of the French Tax Code, the capital gains derived from the contribution of depreciable assets, without omitting to reattach to the results of the same financial year as the transfer the fraction not yet taxed of the gains relating to those of these assets which would have been transferred before the expiration of the period of reintegration;
- e)** include in its balance sheet the unsecured elements included in the contribution for the value that these elements had, from a tax point of view, in the book entries of the contributing company or, failing this, to reattach to the result of the financial year closed after the contribution, the profit corresponding to the difference between the new value of these elements and the value they had, from a tax point of view, in the book entries of the contributing company.
- f)** take on the commitments made by the contributing company at the time of completion of the operations prior to the partial asset contribution or mergers or related operations, notably regarding the provisions and the assets and rights contributed pursuant hereto;
- g)** attach to its subsequent tax returns a follow-up statement for tax-deferred capital gains referred to in Article 38 *quindecies* of Annex III of the French tax code and to keep a register of capital gains carried over on non-depreciable elements pursuant to Article 54 *septies* II of the French Tax Code.

Pursuant to Article 42 *septies* of the French Tax Code, the company MAILLOT undertakes, where necessary, to carry out itself, for the fraction of the said amounts remaining to be taxed at the effective date of the partial asset contribution subject hereto, the reintegration of the capital grants which had been obtained by each of the two contributing companies, EPF and FFP, and relating to each of the contributed branches. It undertakes to stagger this reintegration every year over the periods prescribed by the said article.

In accordance with Article 145 of the French Tax Code, the beneficiary company declares, where applicable, to substitute itself for each of the two contributing companies, EPF and FFP, in the undertaking that these two have taken to retain during a period of two (2) years the equity interests included in the contributions for which this undertaking had not yet reached its term at the date of completion of the contributions.

Lastly, the companies MAILLOT I, on the one hand, and EPF and FFP, on the other hand, undertake to comply with the obligations incumbent upon them pursuant to the provisions of Article 54 *septies* of the French Tax Code.

VALUE ADDED TAX

Taking place, where applicable, between VAT tax payers, the universal transfer of the patrimony of the assets and rights contributed that entails the completion of the partial contribution of assets subject to the legal regime of demergers, subject hereto, is exempt from VAT pursuant to the provisions of Article 257 bis of the French Tax Code.

As this text provides, the total amount of assets transferred before deduction of liabilities will be mentioned both by each of the two contributing companies, EPF and FFP, and by the company MAILLOT I, in their VAT declaration made for the month of the effective completion of the partial asset contribution, on the line “Other non-taxable transactions”.

Each of the two contributing companies, EPF and FFP will transfer, where applicable, to the company MAILLOT I, the VAT credit, relating to the assets and rights contributed, which it will have at the date of completion of the operation. The amount of the credit transferred shall be declared in double copies to MAILLOT I’s tax center.

The company MAILLOT I will be bound to proceed with an adjustment of VAT on the assets which have been transferred which the contributing company would have carried out if it had continued to use them for its operations.

REGISTRATION DUTIES

These contributions are placed under the preferential mergers regime provided for in Article 816 of the French Tax Code.

PART NINE

MISCELLANEOUS PROVISIONS

1° - Formalities

- a) The company MAILLOT I shall complete within the legally prescribed period all of the legal publicity formalities relating to the contributions made for each of the two contributing companies, EPF and FFP.
- b) It will personally carry out all declaration and formalities necessary with respect to all administrations which are required, to have the contributed assets put under its name.
- c) It will carry out, generally speaking, all of the formalities necessary in order to render enforceable against third parties the transfer of the assets and rights contributed to it.

2° - Expenses

All expenses duties and fees arising from or resulting from the contributions shall be borne by the company MAILLOT I as well as required by its representative.

3° - Governing law – Jurisdiction

This agreement and any non-contractual obligations arising out of or inconnection with it shall be governed by and interpreted in accordance with French law.

The Parties irrevocably waive (i) any right to terminate this contribution agreement under Article 1226 of the French Civil Code (code civil); (ii) any right they may have under Articles 1186 and 1187 of the French Civil Code to claim that this contribution agreement has lapsed as a result of any other contract contributing to the completion of the contemplated transaction having terminated, lapsed or being ineffective for any reason whatsoever, (iii) any right they may have under Article 1195 of the French Civil Code and fully assume any risk which may arise from any of the unforeseeable circumstances referred to under such article and (iv) any right to invoke the exception under Article 1221 of the French Civil Code that provides that the remedy of specific performance shall not be available if there is an obvious disproportion between its cost for the debtor of the obligation and its interest for the creditor of the same obligation. For the avoidance of doubt, the parties acknowledge that this contribution agreement does not constitute an “*offre*” governed by Article 1114 et seq. of the French Civil Code.

Any litigation or dispute arising out of or in relation hereto or any deed confirming the contributions, including any litigation or dispute relating to their validity, performance or termination shall be the exclusive jurisdiction of the Nanterre Commercial Court.

4° - Election of domicile

For the execution hereof as well as for the consequences hereto and for all notices and notifications, the representatives of the companies in question, ex officio, elect domicile at the respective registered offices of the said companies.

5° - Powers

Full powers are given to the bearer of an original or copy hereof in order to carry out all formalities and make all declarations, notifications, filings, publications and so forth as required.

Signed in Neuilly-sur-Seine,
On 22 June 2020,
in five (5) originals.

EPF represented by
Mr. Thierry de Poncheville

FFP represented by
Mr. Bertrand Finet

MAILLOT I represented by FFP
itself represented by Mr. Bertrand Finet

SCHEDULE 1

Methods and criteria of evaluation of the contributions

Determination of the exchange ratio

1. Value of the contributions:

The contributions are comprised of the sum of:

- 110,622,056 PSA shares representing 12.23% of PSA's capital and 17.61% of voting rights due to the double voting rights;
- 510,000 FAURECIA bearer shares, representing 0,37% of FAURECIA's capital;
- the Equity Swap Contract with a maturity date of 30 June 2021, regarding 18,096,564 shares, i.e. 2 % of PSA's capital, for an amount of €227,691,182 at a fixed price of €12.582 per PSA share. The hedging operations had been completed by Natixis on 18 March 2020 for an average price of €12.582 per share, i.e. purchase price on maturity of PSA shares. "**Equity Swap Contract**" means the confirmation of a transaction on financial futures entered into with Natixis on 6 March 2020 and modified by an amendment dated 16 March 2020, and modified by amendment dated 16 March 2020, as governed by, and forming an integral part of the **Framework Agreement** relating to trading on derivative financial instruments (version 2013) entered into with Natixis on 6 March 2020.

The contributions have been valued at fair market value at the effective accounting and tax date of the partial contribution of assets:

- the PSA and FAURECIA listed shares have been valued at the average market price for the last 20 days of trading as of 18 March 2020, i.e. €14.85 per PSA share and €36.39 per FAURECIA share;
- the hedging operations pursuant to the Equity Swap Contract having been completed by Natixis on 18 March 2020, the value of this contract corresponding solely to the costs incurred by FFP between its conclusion date and the effective accounting and tax date of the partial contribution of assets, i.e. a total of €616,269¹.

Value of contribution (€)	EPF	FFP
Value of PSA shares	€14.85	€14.85
Value PSA contribution	€390 452 234	€1 251 922 052
Value Faurecia contribution	€36.39	€18 559 122
Value equity swap contribution	€616 269	€616 269
Total apports	€390 452 234	€1 271 097 443

These values have been supported by a multi-criteria analysis of the fair market value of the assets composing the contributions.

To this end, the Board of directors of FFP, during its meeting on 25 March 2020, appointed Ledouble² to carry out an independent expert appraisal regarding:

¹ The value of the contribution is established at €616,269, i.e. the accumulation of the commitment fees (€500,000 + €85,000 = €585,000) and interest payable on the period of constitution of the portfolio (€31,269).

² Ledouble SAS, 8 rue Halévy, 75009 Paris.

- firstly, on the evaluation of the shares and PSA derivative financial instruments held by FFP, as part of a proposed contribution of shares to a company (SPV) to be created which will be jointly held by FFP and EPF, in this case MAILLOT I, and,
- secondly, the remuneration of this contribution and the equitable nature of the exchange ratio.

Ledouble has given its report to the Board of directors of FFP which has communicated it to the signatories of the proposed partial contribution of assets and to the independent demerger appraiser (*commissaire à la scission*).

The analyses by Ledouble put in perspective the terms and conditions of the partial asset contributions in the context of the crisis linked to Covid-19 which weighs heavily on the current prospects of PSA and Faurecia with respect to their historical performances.

In that respect, the valuations were carried out on 30 April 2020.

1.1. Valuation of PSA:

The value of the PSA share was assessed by applying the following methods:

- An analysis of the stock exchange price over a long period and analysts' target price;
- An analogue valuation consisting of valuing the PSA share by reference to multiple listings as of 30 April 2020 on companies considered comparable applied to aggregates of PSA;
- on an exploratory basis with a view to cross-checking with the results of other methods and criteria, an intrinsic valuation by discounting forecast cash flows, for which the results cannot be considered in isolation.

In summary, at the end of this multi-criteria valuation, it is noted that:

- the contribution concerns a minority interest in the PSA capital;
- the 3 month volume weighted average price at 30 April 2020 of €14.5 may constitute, in the current circumstances, a criterion of an objective valuation of the PSA share, weighting the situation before and after the market became aware of the effects of the health crisis; it is compatible with the value of the contribution of the PSA share;
- the limits of the analysts target price structuring the value of the contribution;
- the value of the PSA share determined by identified market multiples on 30 April 2020 on companies considered comparable applied to aggregates of PSA supports the value of the contribution of PSA shares, which is positioned approximately in the middle of the range of results;
- in the uncertain situation regarding the evolution of the health crisis and its macro-economic and industrial consequences, the purpose of the intrinsic valuation of PSA, carried out by cross-checking, is to determine the value which the PSA share could have. It delivers results consistent with the analogical valuations.

1.2. Valuation of FAURECIA:

The value of the FAURECIA share was assessed by applying the following methods:

- An analysis of the stock exchange price over a long period and analysts' target price;

- a sample of stock market comparables to value the FAURECIA share by the application of multiples according to the analogical method applied for the PSA share.

In summary, it is noted that:

- the contribution concerns a very minority interest in the FAURECIA capital ;
- the trading criteria delimit a range of values of the FAURECIA share composed of (i) analysts' target price, (ii) the spot price on 30 April 2020 and (iii) the 3 month volume weighted average price on 30 April 2020 ; the 3 month volume weighted average price on 30 April 2020, positioned at the upper limit of this range at €35.5, are compatible with the contribution value of the FAURECIA share;
- the trading criteria on 30 April 2020 clearly reflect a positive picture of the market on the resilience capacity of FAURECIA with the current crisis, which might explain an analogical valuation of the FAURECIA share down compared to the contribution value.

1.3. Equity Swap Contract:

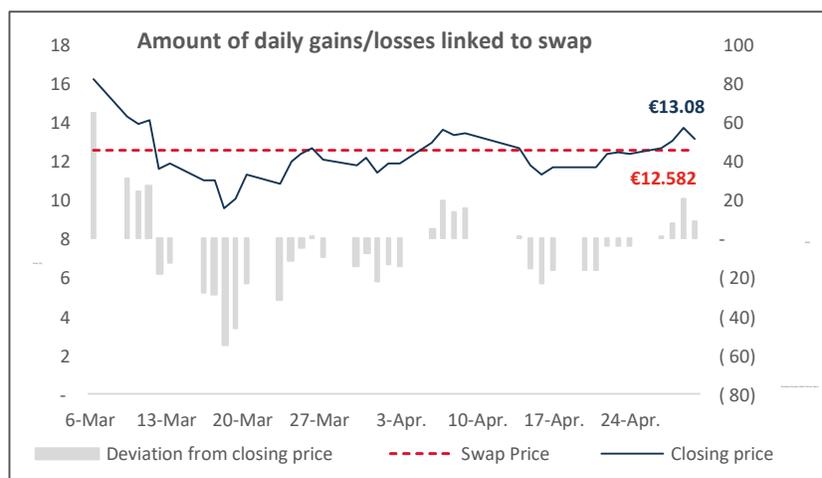
The Equity Swap Contract concerns 2 % of PSA's capital:

- for an amount of €227,691,182;
- at a fixed price of €12.582 per PSA share, i.e. a total of 18,096,564 PSA Shares ;
- with a maturity date of 30 June 2021.

The price of €12.582 was set on 18 March 2020 at the end of its hedging by Natixis.

It will result in accounting terms a gain or loss between the price of €12.582 and the share price PSA the date of settlement of the contract.

The PSA share price has fluctuated around €12.582 since the entering into of the agreement with the following daily ranges:



Sources: Euronext et Capital IQ

The expenses borne by FFP up until 18 March 2020 for the implementation of the contract are components of the contribution value.

As from this date, MAILLOT I shall bear (i) all the costs inherent in the contract, (ii) the impact of the fluctuations of the PSA share price and, will decide the terms and conditions of the settlement of the contract.

2. Value of the MAILLOT I share:

As at the date hereof, the market value of the MAILLOT I share is €1.085.

This asset value, which reflects the revalued net assets of MAILLOT I, which amounts to €54,234 is determined as follows:

- shareholders' equity as of 31 December 2019 (€12,202);
- increased by the results from the period from 1st January to 20 May 2020 composed of capital gains from transfers of shares classified, unlike PSA shares, as other financial investments (€35);
- increased by the capital increase of a nominal value of €40,000 decided by decisions of EPF, then sole shareholder, dated 20 May 2020 (€40,000);
- increased by the share premium paid by FFP during the abovementioned increase of capital (€2,200);
- reduced by the adjustment of the interest in PSA from its book value to its market value on 18 mars 2020 (-€203).

Due to the lack of operating activity of MAILLOT I, apart from the holding of equity interests of 164 PSA shares, revalued net assets constitutes the only method to determine the real value of this company.