



*(a société anonyme à directoire et conseil de surveillance established with limited liability in the Republic of France)*

**€750,000,000 4 per cent. Bonds due 2014**

**Issue Price: 99.969 per cent. of the principal amount of the Bonds**

*This prospectus constitutes a prospectus (the "Prospectus") for the purposes of Article 5.3 of the Directive 2003/71/EC (the "Prospectus Directive").*

*This Prospectus contains information relating to the issue by Safran (the "Issuer") of €750,000,000 aggregate principal amount of 4 per cent. Bonds due 2014 (the "Bonds" and each a "Bond"). The Bonds will be issued outside the Republic of France on 26 November 2009 (the "Issue Date") and, unless previously redeemed or purchased and cancelled, will be redeemed on 26 November 2014 (the "Maturity Date"), subject as provided below, at their principal amount, as set out in "Terms and Conditions of the Bonds – Redemption and Purchase – Final Redemption". The Bonds may be redeemed prior to the Maturity Date at the option of the Bondholders in the event of a Change of Control as set out in "Terms and Conditions of the Bonds – Redemption and Purchase – Early Redemption of the Bonds at the option of the Bondholders following a Change of Control".*

*Interest on the Bonds is payable annually on 26 November in each year, commencing on 26 November 2010, at a rate equal to 4 per cent. per annum, all as more fully described in "Terms and Conditions of the Bonds – Interest".*

*Application has been made to list and admit to trading the Bonds on Euronext Paris. Euronext Paris is a regulated market within the meaning of the Directive 2004/39/EC.*

*The Bonds will be issued in the denomination of €50,000 each and will at all times be represented in book entry form (inscription en compte), in compliance with Article L.211-3 of the French Code monétaire et financier, in the books of the Account Holders (as defined in "Terms and Conditions of the Bonds – Form, Denomination and Title"). No physical documents of title will be issued in respect of the Bonds. The Bonds will, upon issue, be inscribed in the books of Euroclear France ("Euroclear France") which shall credit the accounts of the Account Holders including the depository bank for Clearstream Banking, société anonyme ("Clearstream, Luxembourg") and Euroclear Bank S.A./N.V. ("Euroclear"). The Bonds have been accepted for clearance through Euroclear France, Euroclear and Clearstream, Luxembourg.*

*The Bonds have not been and will not be registered under the U.S. Securities Act of 1933 as amended.*

*Neither the Bonds nor the long term debt of the Issuer are rated.*

*See the "Risk Factors" section for a description of certain factors which should be considered by potential investors in connection with any investment in the Notes.*

*Copies of this Prospectus and the documents incorporated by reference will be obtainable free of charge, at the office of the Paying Agent or available on the websites of the Issuer ([www.safran-group.com](http://www.safran-group.com)) and the Autorité des marchés financiers ([www.amf-france.org](http://www.amf-france.org)).*

**Joint Lead Managers**

**BNP PARIBAS**

**The Royal Bank of Scotland**

**CALYON Crédit Agricole**

**CIB**

**Société Générale Corporate &  
Investment Banking**

*The date of this Prospectus is 24 November 2009.*

*This Prospectus is to be read and construed in conjunction with all documents which are incorporated herein by reference. See "Incorporation by Reference" below.*

*See "Risk Factors" of this Prospectus for certain information relevant to an investment in the Bonds.*

*The information contained in the Prospectus is, to the best of the Issuer's knowledge, having taken all reasonable care to ensure that such is the case, in accordance with the facts and contains no omission likely to affect its import. There are no other facts in relation to the Issuer, the Issuer and its consolidated subsidiaries taken as a whole (the "Group") or the Bonds the omission of which would, in the context of the issue and offering of the Bonds, make any statement in this document misleading in any material respect or be likely to affect its import. All reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements. The Issuer accepts responsibility accordingly.*

*In connection with the issue and offering of the Bonds, no person has been authorised to give any information or to make any representation other than those contained in this Prospectus and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or the Joint Lead Managers (as defined in "Subscription and Sale"). Neither the delivery of this Prospectus, nor any sale made in connection with the issue of the Bonds, shall, under any circumstances, create any implication that there has been no change in the affairs or the financial position of the Issuer or the Group since the date hereof, or that the information in this Prospectus is correct or complete as of any time subsequent to its date, or if different, the date indicated in the document containing the same.*

*This Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone to any person to whom it is unlawful to make such offer or solicitation.*

*None of the Joint Lead Managers have separately verified the information contained in this Prospectus. The Joint Lead Managers do not make any representation, express or implied, or accept any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus.*

*Neither this Prospectus nor any other information supplied in connection with the Bonds is intended to provide the basis of any credit or other evaluation and nor should any of them be considered as a recommendation or a statement of opinion (or a report on either of those things) by the Issuer or the Joint Lead Managers that any recipient of this Prospectus or any other information supplied in connection with the Bonds should purchase any Bonds. Each investor contemplating purchasing any Bonds should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer. Neither this Prospectus nor any information supplied in connection with the Bonds constitute an offer or invitation or on behalf of the Issuer or any of the Joint Lead Managers to any person to subscribe for or purchase any Bonds.*

*No action has been or will be taken by the Issuer, the Joint Lead Managers or any other person that would permit a public offering of the Bonds or the distribution of this Prospectus or any other offering material relating to the Bonds, in any country or jurisdiction where regulatory action for that purpose is required.*

*The distribution of this Prospectus and the offering of the Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Joint Lead Managers to inform themselves about and to observe any such restrictions.*

*In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of the Bonds in the United States, the United Kingdom and France (see "Subscription and Sale").*

*The Bonds have not been and will not be registered under the U.S. Securities Act of 1933 as amended (the "Securities Act") or any state securities laws. The Bonds are being offered and sold in offshore transactions outside the United States in reliance on Regulation S under the Securities Act ("Regulation S") and, except in a transaction exempt from the registration requirements of the Securities Act, may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S). For a description of this and certain further restrictions on offers, sales and transfers of the Bonds and the distribution of this Prospectus, see "Subscription and Sale".*

*Unless otherwise specified or the context requires, references herein to "€" and "euro" are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community. In this Prospectus, any discrepancies in any table between totals and the sums of the amounts listed in such table are due to rounding. References to "billions" are to thousands of millions.*

**In connection with the issue of the Bonds, BNP Paribas (the "Stabilising Manager") (or persons acting on behalf of the Stabilising Manager) may over allot Bonds or effect transactions with a view to supporting the market price of the Bonds at a level higher than which might otherwise prevail. However, there is no assurance that the Stabilising Manager (or persons acting on behalf of the Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of this Prospectus is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the Issue Date of the Bonds and 60 days after the date of the allotment of the Bonds. Such stabilisation action or over-allotment will be carried out in accordance with all applicable laws and regulations.**

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## **RISK FACTORS**

*Prior to making an investment decision, prospective purchasers of the Bonds should consider carefully, in the light of the circumstances and their investment objectives, the information contained in this entire Prospectus. Prospective purchasers should nevertheless consider, among other things, the risk factors set out below. The Issuer believes that the factors described below represent the principal risks inherent in investing in the Bonds, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Bonds may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding the Bonds are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision. Terms defined in the relevant "Terms and Conditions of the Bonds" below shall have the same meaning where used below.*

### **1. FACTORS THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER THE BONDS**

There are a number of factors which could have a negative impact on the activities, financial position or results of the Issuer. The following paragraphs should not be regarded as a complete and comprehensive description of all potential risks and uncertainties which face the Issuer's businesses. The risk factors relating to the Issuer and its activity are set out in detail on pages 149 to 165 of the 2008 *Document de Référence* of Safran incorporated by reference in this Prospectus and filed with the AMF on 24 April 2009 under no. D.09-0305 (see "Documents incorporated by reference").

#### ***Risks relating to Group business sectors***

The risks relating to the Group business sectors arise from a set of complex and interdependent factors which could impact Group results in the mid-term including changes in economic conditions, impact of the aviation cycle, uncertainty surrounding return on investments, changes in military orders, competition, aircraft manufacturers program delays, political uncertainties, aircraft accidents and defective products.

#### ***Risks relating to technological advances***

Aerospace and defense markets are subject to rapid and major technological advances. The Group designs, develops and manufactures products and services widely recognized for their high level of innovation and technology. The Group is exposed to the risk of competitors developing products with better technical or economic performance levels or marketing them before the Group which could affect the Issuer's businesses or financial position.

#### ***Risks relating to partnerships***

Generally speaking, the Group works in partnership with its major customers and suppliers in the majority of its businesses. Events likely to affect these partnerships could have an impact on the Issuer's business.

### ***Risks relating to raw materials***

The Group is exposed to raw-material risk, notably in respect of titanium and nickel alloys as a result of annual purchases of €200 million. The Group manages this risk, either by negotiating with its medium-term suppliers or building up its inventories.

### ***Risks relating to acquisitions and restructuring***

As part of its growth strategy, the Group has acquired businesses or companies and may continue to acquire, merge with or set up companies. Despite implementing a strict monitoring process for these transactions, they may have a negative impact on the Group's activity, expected results and/or its image, should the Group fail to consolidate the transactions and the employees of the acquired entities, generate the expected synergies and savings, or maintain sound relations within the acquired entities following changes in management or control.

### ***Market and derivative risks***

- The principal risks relating to Group financial instruments are foreign currency risk and liquidity risk.
- Risk on financial guarantees : financial guarantees are granted to customers who may require financial support after a case-by-case analysis of their situation.

### ***Legal risks***

In the same way as other industrial groups, the Group is exposed to technical and commercial risks as a result of its activities. The disputes and litigations detailed in this Prospectus (including the documents incorporated by reference) represent the principal known legal risks to which the Group is exposed. An analysis of legal risks to which the Group is exposed did not identify any other risks of material impact or seriousness.

## **2. FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH BONDS**

Each potential investor in the Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact the Bonds will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds, including Bonds with principal or interest payable in one or more

currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

- (iv) understand thoroughly the terms of the Bonds and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

***Risks related to the market generally.***

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

*No active secondary market for the Bonds*

An investment in the Bonds should be considered primarily with a view to holding them until their maturity (i.e. 26 November 2014). The Bonds may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Bonds easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. The price at which a Bondholder will be able to sell the Bonds prior to maturity will be the market price, which may generate either a loss or a gain for the Bondholders.

*Credit Risk of the Issuer*

The price of the Bonds will also depend on the credit worthiness of the Issuer. If the credit worthiness of the Issuer deteriorates the value of the Bonds may decrease and investors may lose all or part of their investment.

*Exchange rate risks and exchange controls*

The Issuer will pay principal and interest on the Bonds in Euro. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than Euro. These include the risk that exchange rates may change significantly (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 Bonds, (ii) the Investor's Currency-equivalent value of the principal payable on the Bonds and (iii) the Investor's Currency-equivalent market value of the Bonds.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

### ***Risks related to the structure of the Bonds.***

*Exercise of put option in respect of certain Bonds may affect the liquidity of the Bonds in respect of which such put option is not exercised*

Depending on the number of Bonds in respect of which the put option provided in Condition 4.3 is exercised, any trading market in respect of those Bonds in respect of which such put option is not exercised may become illiquid.

### ***Bonds subject to optional redemption by the Issuer***

An optional redemption feature of Bonds is likely to limit their market value. During any period when the Issuer may elect to redeem Bonds in accordance with Condition 4.2 ("Redemption for Taxation reasons"), the market value of those Bonds generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

An investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

### ***Interest Rate Risk***

The Bonds bearing interest at a fixed rate, investment in the Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the Bonds. While the nominal interest rate of a fixed interest rate note is fixed during the life of such a note or during a certain period of time, the current interest rate on the capital market (market interest rate) typically changes on a daily basis. As the market interest rate changes, the price of such bond changes in the opposite direction. If the market interest rate increases, the price of such bond typically falls, until the yield of such note is approximately equal to the market interest rate. If the market interest rate decreases, the price of a fixed rate bond typically increases, until the yield of such bond is approximately equal to the market interest rate. Bondholders should be aware that movements of the market interest rate can adversely affect the price of the Bonds and can lead to losses for the Bondholders if they sell Bonds during the period in which the market interest rate exceeds the fixed rate of the Bonds.

### ***Market Value of the Bonds.***

The market value of the Bonds will be affected by the creditworthiness of the Issuer and a number of additional factors.

The value of the Bonds depends on a number of interrelated factors, including economic, financial and political events in France or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Bonds are traded. The price at which a Bondholder will be able to sell the Bonds prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser.



## ***Risks related to Bonds generally***

### *Modification and waiver*

The conditions of the Bonds contain provisions for calling meetings of Bondholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Bondholders including Bondholders who did not attend and vote at the relevant meeting and Bondholders who voted in a manner contrary to the majority.

### *Change of law*

The conditions of the Bonds are based on the laws of France in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to the laws of France or administrative practice after the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to laws or administrative practices after the date of this Prospectus.

### *EU Savings Directive*

The EC Council Directive 2003/48/EC of 3 June 2003, regarding the taxation of savings income in the form of interest payments (the "**Directive**"), provides that each Member State is required, subject to a number of conditions being met, to provide to the tax authorities of other Member States details of payments of interest and other similar income paid by a paying agent located within their jurisdiction to an individual resident in that other Member State, except that, for a transitional period, Belgium, Luxembourg and Austria will instead withhold an amount on interest payments unless the relevant beneficial owner of such payment elects otherwise and authorises the paying agent to disclose the above information. A number of non-EU countries and territories, including Switzerland has agreed to adopt similar measures.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any paying agent nor any other person would be obliged to pay additional amounts with respect to any Bond as a result of the imposition of such withholding tax. If a withholding tax is imposed on a payment made by a paying agent, the Issuer will be required to maintain a paying agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Directive.

### *Taxation*

Prospective investors and sellers of the Bonds 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 Bonds are transferred or other jurisdictions. Potential investors are advised not to rely upon the tax summary contained in this Prospectus but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, sale and redemption of the Bonds. Only these advisors are in a position to duly consider the specific situation of the potential investor. This investment consideration has to be read in connection with the taxation sections of this Prospectus.

### *French Insolvency Law*

Under French insolvency law as amended by ordinance no. 2008-1345 dated 18 December 2008 which came into force on 15 February 2009 and related order no. 2009-160 dated 12 February 2009, holders of debt securities are automatically grouped into a single assembly of holders (the "**Assembly**") in order to defend their common interests if a safeguard procedure (*procédure de sauvegarde*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer.

The Assembly comprises holders of all debt securities issued by the Issuer (including the Bonds), regardless of their governing law.

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

- increase the liabilities (charges) of holders of debt securities (including the Bondholders) 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 Bondholders) as appropriate under the circumstances; and/or
- decide to convert debt securities (including the Bonds) into securities that give or may give right to share capital.

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

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

### *Rating*

Neither the Bonds nor the long-term debt of the Issuer are rated. One or more independent credit rating agencies may assign credit ratings to the Bonds. 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 Bonds. A rating or the absence of a rating is not a recommendation to buy, sell or hold securities.

## DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus shall be read and construed in conjunction with the following documents which have been previously published and have been filed with the *Autorité des marchés financiers* ("AMF"). Such documents shall be incorporated in, and shall be deemed to form part of, this Prospectus:

- (a) the 2009 first half financial report including the statutory condensed consolidated half year financial statements of the Issuer as at, and for the period ending on 30 June 2009 in the French language which has been filed with the AMF (the "**2009 Issuer's Half-Year Financial Report**");
- (b) the 2008 *Document de Référence* in the French language relating to the Issuer filed with the AMF on 24 April 2009 under no. D.09-0305, including the statutory audited consolidated financial statements of the Issuer as at, and for the year ended, 31 December 2008 and the related notes thereto (the "**2008 Reference Document**") except for the third paragraph of the section 7.1.2 "Statement by the person responsible for the *Document de Référence*" on page 232 of the 2008 Reference Document; and
- (c) the 2007 *Document de Référence* in the French language relating to the Issuer filed with the AMF on 25 April 2008 under no. D.08-0299, including the statutory audited consolidated financial statements of the Issuer as at, and for the year ended, 31 December 2007 and the related notes thereto (the "**2007 Reference Document**") except for the second paragraph of the section 1.2 "Statement by the person responsible for the *Document de Référence*" on page 5 of the 2007 Reference Document.

save that any statement contained in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

The documents incorporated by reference will be available free of charge, during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection and for collection at the office of the Fiscal Agent and on the websites of the Issuer ([www.safran-group.com](http://www.safran-group.com)) and the AMF ([www.amf-france.org](http://www.amf-france.org)).

The information incorporated by reference in this Prospectus shall be read in connection with the cross reference list below. Any information contained in the documents incorporated by reference that is not cross-referenced in the following table is for information purposes only.

## CROSS-REFERENCE LIST

Rule	Prospectus Regulation – Annex IX	Document incorporated by reference	Page(s)
3	<b>RISK FACTORS</b>		
3.1	Risk factors that may affect the Issuer's ability to fulfil its obligations	2009 Issuer's Half-Year Financial Report 2008 Reference Document	17 149 to 165
4.	<b>INFORMATION ABOUT THE ISSUER</b>		
4.1.	<u>History and development of the Issuer</u>	2008 Reference Document	9 and 208
4.1.1.	the legal and commercial name of the issuer	2008 Reference Document	208 and 240
4.1.2.	the place of registration of the issuer and its registration number		
4.1.3.	the date of incorporation and the length of life of the issuer, except where indefinite		
4.1.4.	the domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office)		
5.	<b>BUSINESS OVERVIEW</b>		
5.1.	<u>Principal activities</u>		
5.1.1.	A brief description of the issuer's principal activities stating the main categories of products sold and/or services performed	2009 Issuer's Half-Year Financial Report 2008 Reference Document	7 to 16 12 to 23 and 36 to 45
5.1.2.	The basis for any statements in the registration document made by the issuer regarding its competitive position	2008 Reference Document	12 to 23, 26 and 217
6.	<b>ORGANISATIONAL STRUCTURE</b>		
6.1.	If the issuer is part of a group, a brief description of the group and of the issuer's position within it	2008 Reference Document	11
7	<b>TREND INFORMATION</b>	2009 Issuer's Half-Year Financial Report	13
9.	<b>ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES</b>		
9.1.	Names, business addresses and functions in the issuer of the following persons,		

	<p>and an indication of the principal activities performed by them outside the issuer where these are significant with respect to that issuer:</p> <p>(a) members of the administrative, management or supervisory bodies;</p> <p>(b) partners with unlimited liability, in the case of a limited partnership with a share capital.</p>	<p>2008 Reference Document</p> <p>Not Applicable</p>	<p>168 to 179</p> <p>Not Applicable</p>
9.2.	<p><u>Administrative, Management, and Supervisory bodies conflicts of interests</u></p> <p>Potential conflicts of interests between any duties to the issuing entity of the persons referred to in item 9.1 and their private interests and or other duties must be clearly stated</p> <p>In the event that there are no such conflicts, a statement to that effect</p>	<p>2008 Reference Document</p>	<p>185</p>
10.	<b>MAJOR SHAREHOLDERS</b>		
10.1.	<p>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</p>	<p>2008 Reference Document</p>	<p>225</p>
10.2.	<p>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</p>	<p>2008 Reference Document</p>	<p>225</p>
11.	<b>FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</b>		
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</p> <p>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><i>Statutory Consolidated Financial Statements</i></p> <p>2009 Issuer's Half-Year Financial Report</p> <p>2008 Reference Document</p> <p>2007 Reference Document</p>	<p>23</p> <p>64</p> <p>113</p>

	(b) the income statement	2009 Issuer's Half-Year Financial Report 2008 Reference Document 2007 Reference Document	21 and 22 63 112
	(c) the accounting policies and explanatory notes	2009 Issuer's Half-Year Financial Report 2008 Reference Document 2007 Reference Document	29 to 49 70 to 114 119 to 165
11.2	<u>Financial statements</u> If the issuer prepares both own and consolidated financial statements, include at least the consolidated financial statements in the registration document.	<i>Statutory Consolidated Financial Statements</i>  2009 Issuer's Half-Year Financial Report 2008 Reference Document 2007 Reference Document	21 to 49 63 to 119 112 to 170
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	<i>Statutory Consolidated Financial Statements</i>  2009 Issuer's Half-Year Financial Report 2008 Reference Document 2007 Reference Document	55 145 to 146 180 to 181
11.3.3	Where financial data in the registration document is not extracted from the issuer's audited financial statements, state the source of the data and state that the data is unaudited.	<i>Adjusted Consolidated Data</i>  2009 Issuer's Half-Year Financial Report  2008 Reference Document  2007 Reference Document	20 and 50 to 53 62 and 120 to 125 111, 112 and 170 to 177
11.5.	<u>Legal and arbitration proceedings</u> Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the	2009 Issuer's Half-Year Financial Report 2008 Reference Document	49 119

	previous 12 months which may have, or have had in the recent past, significant effects on the issuer and/or group's financial position or profitability, or provide an appropriate negative statement		
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## TERMS AND CONDITIONS OF THE BONDS

*The terms and conditions of the Bonds will be as follows:*

The issue outside the Republic of France of €750,000,000 4 per cent. Bonds due 2014 (the "**Bonds**") by Safran (the "**Issuer**") was authorised by the *Directoire* of the Issuer on 2 November 2009.

The Issuer will enter into an agency agreement (the "**Agency Agreement**") to be dated 26 November 2009 with CACEIS Corporate Trust S.A. as fiscal agent and principal paying agent. The fiscal agent, principal paying agent and paying agent for the time being are referred to in these Conditions as the "**Fiscal Agent**", the "**Principal Paying Agent**" and the "**Paying Agents**" (which expression shall include the Principal Paying Agent), respectively. Each of such expressions shall include the successors from time to time of the relevant persons, in such capacities, under the Agency Agreement, and are collectively referred to as the "**Agents**". Copies of the Agency Agreement are available for inspection during normal business hours at the specified offices of the Paying Agents. References below to "**Conditions**" are, unless the context otherwise requires, to the numbered paragraphs contained in the terms and conditions set forth herein. In these Conditions, "**holder of Bonds**", "**holder of any Bond**" or "**Bondholder**" means the person whose name appears in the account of the relevant Account Holder as being entitled to such Bonds.

### 1. FORM, DENOMINATION AND TITLE

The Bonds will be issued on 26 November 2009 (the "**Issue Date**") in dematerialised bearer form (*au porteur*) in the denomination of €50,000 per Bond. Title to the Bonds will be established and evidenced in accordance with article L.211-3 of the French *Code Monétaire et Financier* by book-entries (*inscription en compte*). 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 Bonds.

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

Title to the Bonds shall at all times be evidenced by entries in the books of the Account Holders, and transfer of Bonds may only be effected through registration of the transfer in such books.



## 2. STATUS AND NEGATIVE PLEDGE

### 2.1 Status of the Bonds

The obligations of the Issuer in respect of the Bonds constitute direct, unconditional, unsecured (subject as provided in "Negative Pledge" below) and unsubordinated obligations of the Issuer and rank and will rank *pari passu* and without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other present or future unsecured and unsubordinated obligations of the Issuer.

### 2.2 Negative Pledge

So long as any of the Bonds remains outstanding (as defined below), the Issuer will not create or permit to subsist and will procure that none of its Principal Subsidiaries (as defined below) will create or permit to subsist any mortgage, charge, pledge or other security interest upon any of its assets, revenues or rights, present or future, to secure any Relevant Indebtedness (as defined below) incurred by the Issuer or such Principal Subsidiary, or any guarantee or indemnity in respect of any Relevant Indebtedness unless the Issuer's obligations under the Bonds are equally and rateably secured therewith.

For the purposes of these Conditions,

"**Assets**" means a resource controlled by a company as a result of past events and from which future economic benefits are expected to flow to such company (including notably properties, tangible and intangible assets, inventories and receivables), as defined in Chapter 49 of the IASB Framework for the preparation and presentation of financial statements adopted by the IASB in April 2001.

"**EBITDA**" means profit (loss) from operations before depreciation, amortisation and impairment charges as disclosed in the latest audited annual consolidated financial statements.

"**Group**" means the Issuer and its consolidated Subsidiaries taken as a whole.

"**Initial Accounts**" means the consolidated financial statements of the Issuer for the year ended December 31, 2008 as certified by its auditors.

"**outstanding**" means, in relation to the Bonds, all the Bonds 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 moneys (including all interest accrued on such Bonds to the date for such redemption and any interest payable under Condition 3 after such date) have been duly paid to the Fiscal Agent and (c) those which have been purchased and cancelled as provided in Condition 4.5.

"**Principal Subsidiary**" means, at any time, a Subsidiary of the Issuer whose EBITDA represents more than 5 per cent. of the consolidated EBITDA of the Group or whose Assets represent more than 5 per cent. of the Total Group Assets determined on the basis of the latest audited annual consolidated financial statements of the Group.

For this purpose:

- (a) the EBITDA and the total Assets of a Subsidiary of the Issuer will be determined from its financial statements upon which the latest audited annual consolidated financial statements of the Group have been based;
- (b) if a Subsidiary becomes a member of the Group after the date on which the latest audited consolidated annual financial statements of the Group have been prepared, the EBITDA and the total Assets of that Subsidiary will be determined from its latest annual audited financial statements if any (consolidated or unconsolidated as applicable);
- (c) the EBITDA and the Total Group Assets will be determined from the latest audited annual consolidated financial statements, adjusted (where appropriate) to reflect the annually adjusted EBITDA of any company or business subsequently acquired or disposed of; and
- (d) if a Principal Subsidiary disposes of all or a substantial part of its Assets to another Subsidiary of the Issuer, it may cease to be a Principal Subsidiary and the other Subsidiary (if it is not already) may become a Principal Subsidiary.

“**Relevant Indebtedness**” means any present or future indebtedness for borrowed monies in the form of, or represented by, bonds, notes or other securities which are, are to be, or are capable of being, quoted, listed, or ordinarily traded on any stock exchange, or on any over-the-counter securities market or other securities market.

“**Subsidiary**” means, with respect to any person at any particular time, any entity which is controlled by such person within the meaning of Articles L. 233-1 and L. 233-3 of the French Code de commerce.

“**Total Group Assets**” means, at any time, the aggregate amount (as calculated in accordance with the principles applied in the preparation of the Initial Accounts of the Issuer) of all the assets of the Group as set out as Assets in the consolidated balance sheet of the Issuer in its most recent audited annual consolidated financial statements at that time.

### 3. INTEREST

The Bonds will bear interest from, and including, 26 November 2009 (the “**Interest Commencement Date**”) to, but excluding, the Maturity Date (as defined in Condition 4.1), at the rate of 4 per cent. per annum (calculated on the principal amount of the Bonds), payable annually in arrear on 26 November of each year (each an “**Interest Payment Date**”), commencing on 26 November 2010.

Where interest is to be calculated in respect of a period which is equal to or shorter than an Interest Period (as defined below), the day-count fraction used will be the Actual/Actual-ICMA method being the number of days in the relevant period, from and including the date from which interest begins to accrue to but excluding the date on which it falls due, divided by the number of days in the Interest Period in which the relevant period falls (including the first such day but excluding the last). The period beginning on the Interest Commencement

Date (included) and ending on the first Interest Payment Date (excluded) and each successive period beginning on an Interest Payment Date (included) and ending on the next succeeding Interest Payment Date (excluded) is called an "**Interest Period**".

Each Bond will cease to bear interest from the date on which it is to be redeemed, unless payment of the full amount due in respect of the Bond is improperly withheld or refused on such due date. In such event, such Bond shall continue to bear interest in accordance with this Condition (both before and after judgment) until whichever is the earlier of (a) the day on which all sums due in respect of such Bond up to that day are received by or on behalf of the relevant Bondholder and (b) the day after the Fiscal Agent has notified Bondholders in accordance with Condition 9 of receipt of all sums due in respect of all Bonds up to that day (except if and to the extent the subsequent payment to the relevant Bondholders is not made in accordance with these Conditions).

Interest payments will be made subject to, and in accordance with, the provisions of Condition 5.

#### 4. **REDEMPTION AND PURCHASE**

The Bonds may not be redeemed other than in accordance with this Condition 4 or Condition 7.

##### 4.1 Final Redemption

Unless previously redeemed or purchased and cancelled as provided below, the Bonds will be redeemed in cash at their principal amount (i.e. €50,000 per Bond) on 26 November 2014 (the "**Maturity Date**").

##### 4.2 Redemption for Taxation Reasons

- (i) If, by reason of change in French law, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment of principal or interest due in respect of the Bonds, not be able to make such payment without having to pay additional amounts as specified under Condition 6, the Issuer may, on any date, subject to having given not more than sixty (60) nor less than thirty (30) days' prior notice to the Bondholders (which notice shall be irrevocable), in accordance with Condition 9, redeem all, but, not some only, of the Bonds at their principal amount together with accrued interest (if any) to the date set 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 and interest without withholding for French taxes or, if such date has passed, as soon as practicable thereafter.
- (ii) If the Issuer would on the next payment of principal or interest in respect of the Bonds, notwithstanding the undertaking to pay additional amounts contained in Condition 6, be prevented by French law from making payment

to the Bondholders of the full amount then due and payable, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than seven days' prior notice to the Bondholders in accordance with Condition 9, redeem all, but not some only, of the Bonds then outstanding at their principal amount plus any accrued interest to the date set for redemption provided that the due date for redemption shall be a date on which the Issuer could make payment of the full amount of principal and interest payable without for French taxes or if such date has passed, as soon as practicable thereafter.

#### 4.3 Early Redemption of the Bonds at the option of the Bondholders following a Change of Control

- (i) If at any time while any Bond remains outstanding, there occurs a Change of Control (as defined below), the holder of each Bond will have the option (the "**Put Option**") (unless, prior to the giving of the Put Event Notice (as defined below), the Issuer gives notice to redeem the Bonds under Condition 4.2 (Redemption for taxation reasons)) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of that Bond, on the Optional Redemption Date (as defined below) at its principal amount outstanding of such Bonds together with (or where purchased, together with an amount equal to) interest accrued to, but excluding, the Optional Redemption Date.

A "**Change of Control**" means any person or group of persons acting in concert or any person or persons acting on behalf of any such person(s) acquires directly or indirectly the control of the Issuer.

"**control**" has the meaning given in article L.233-3 of the French Code de commerce and "**acting in concert**" has the meaning given in article L.233-10 of the French Code de commerce.

- (ii) Promptly upon the Issuer becoming aware that a Change of Control has occurred, the Issuer shall give notice (a "**Put Event Notice**") to the Bondholders in accordance with Condition 9 specifying the nature of the Change of Control and the circumstances giving rise to it and the procedure for exercising the Put Option contained in this Condition 4.3.
- (iii) To exercise the Put Option to require redemption or, as the case may be, purchase of the Bonds under this Condition 4.3, a Bondholder must transfer or cause to be transferred its Bonds to be so redeemed or purchased to the account of the Fiscal Agent specified in the Put Option Notice (as defined below) for the account of the Issuer within the period (the "**Put Period**") of 45 days after a Put Event Notice is given together with a duly signed and completed notice of exercise in the then current form obtainable from the specified office of any Paying Agent (a "**Put Option Notice**") and in which the holder may specify a bank account to which payment is to be made under this Condition 4.3.

A Put Option Notice once given shall be irrevocable. The Issuer shall redeem or, at the option of the Issuer procure the purchase of, the Bonds in respect of which the Put Option has been validly exercised as provided above, and subject to the transfer of such Bonds to the account of the Fiscal Agent for the account of the Issuer as described above on the date which is the fifth Business Day following the end of the Put Period (the “**Optional Redemption Date**”). Payment in respect of such Bonds will be made on the Optional Redemption Date by transfer to the bank account specified in the Put Option Notice and otherwise subject to the provisions of Condition 5.

- (iv) For the avoidance of doubt, the Issuer shall have no responsibility for any cost or loss of whatever kind (including breakage costs) which the Bondholder may incur as a result of or in connection with such Bondholder’s exercise or purported exercise of, or otherwise in connection with, any Put Option (whether as a result of any purchase or redemption arising there from or otherwise).

#### 4.4 Purchases

The Issuer may, in accordance with all applicable laws and regulations, at any time purchase Bonds in the open market or otherwise, at any price, including in connection with a tender offer.

#### 4.5 Cancellation

All Bonds which are redeemed (including upon exchange) or purchased by the Issuer will be promptly cancelled and accordingly may not be reissued or resold.

### 5. PAYMENTS

#### 5.1 Method of Payment

Payments of principal, interest and other amounts in respect of the Bonds will be made in Euros by credit or transfer to a Euro-denominated account (or any other account to which Euros may be credited or transferred). Such payments shall be made for the benefit of the Bondholders to the Account Holders and all such payments so made to the relevant Account Holders shall discharge the liability of the Issuer and any Paying Agents, as the case may be, under the Bonds to the extent of the sums so paid.

Payments of principal, interest and other amounts on the Bonds will, in all cases, be made subject to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 6. No commission or expenses shall be charged by the Issuer or the Agents to the Bondholders in respect of such payments.

#### 5.2 Payments on Business Days

If any due date for payment of principal, interest or any other amount in respect of any Bond is not a TARGET business day, then the Bondholder shall not be entitled to payment of the

amount due until the next following day which is a TARGET business day and the Bondholder shall not be entitled to any interest or other sums in respect of such postponed payment.

"**TARGET business day**" means a day (other than a Saturday or a Sunday) on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System (TARGET 2) is operating.

### 5.3 Fiscal Agent and Paying Agents

The names of the initial Agents and their specified offices are set forth below.

#### **FISCAL AGENT AND PRINCIPAL PAYING AGENT**

CACEIS Corporate Trust S.A.  
1/3, place Valhubert  
75013 Paris  
France

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent or any Paying Agent and/or appoint other Paying Agents or approve any change in the office through which any such Agent acts, provided that there will at all times be a Paying Agent having a specified office in Paris. Any termination or appointment shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not more than 45 nor less than 30 calendar days' notice thereof shall have been given to the Bondholders by the Issuer in accordance with Condition 9.

## 6. TAX STATUS

### 6.1 Tax Exemption

The Bonds being deemed to be issued outside the Republic of France for the purposes of administrative circular no. 5 I-11-98 dated 30 September 1998 and rulings (*rescrits*) no. 2007/59 (FP) dated 8 January 2008 and no. 2009/23 (FP) dated 7 April 2009, all issued by the French tax authorities, payments of interest and other revenues to be made by the Issuer to non-French tax residents in respect of the Bonds benefit from the exemption from deduction of tax at source provided by Article 131 *quater* of the French *Code général des impôts*. Accordingly, such payments do not give the right to any tax credit from any French source.

### 6.2 Additional Amounts

If French law should require payments of principal or interest in respect of any Bond be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by, or on behalf of, the Republic of France or any authority therein or thereof having power to tax ("**Taxes**"), the Issuer shall, to the extent then permitted by law, pay such additional amounts as may be necessary in order that the holder of each Bond, after such deduction or withholding, will receive the full amount then due and payable thereon in the absence of such withholding;

provided, however, that the Issuer shall not be liable to pay any such additional amount in respect of any Bond to a Bondholder (or beneficial owner (*ayant droit*)):

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

References in these Conditions to principal and interest shall be deemed also to refer to any additional amounts which may be payable under the provisions of this Condition 6 .2.

## 7. EVENTS OF DEFAULT

If any of the following events (each an "**Event of Default**") occurs, any Bondholder(s) may, upon written notice given to the Fiscal Agent (copy to the Issuer) cause the Bonds held by such Bondholder(s) to become due and payable, at their principal amount together with accrued interest thereon, as of the date on which such demand for payment is received by the Fiscal Agent:

- (i) the Issuer defaults in any payment when due on any amount on any Bond (including any additional amounts as specified in Condition 6), if such default continues for a period of more than 10 days from such due date; or
- (ii) the Issuer defaults in the performance of, or compliance with, any other provision of the Conditions, if such default shall not have been cured within 30 days after receipt by the Fiscal Agent of written notice of such default; or
- (iii) (a) any other present or future indebtedness for borrowed monies or guarantee thereof of the Issuer or any Principal Subsidiary is due and payable prior to its stated maturity as a result of a default thereunder, or (b) any amount due under such indebtedness for borrowed monies or guarantee thereof of the Issuer or any Principal Subsidiary is not paid when due or within any original grace period or (c) any steps shall be taken as a result of a default to enforce any in rem security interests (*sûretés réelles*) over all or any substantial part of the assets of the Issuer, or any Principal Subsidiary in respect of any such indebtedness for borrowed monies or guarantee thereof of the Issuer or any Principal Subsidiary and the step(s) taken to enforce any such in rem security interests (*sûretés réelles*) shall not be withdrawn or stayed within 30 days,

provided that an Event of Default will only occur under this Condition 7(iii) if at the relevant time the aggregate amount of indebtedness for borrowed monies or guarantee thereof falling within paragraph (a), (b) or (c) above (without double counting) is more than €50,000,000 or its equivalent in any other currency unless such default is challenged in good faith by the Issuer before a competent court, in which case the early

redemption of the Bonds will be mandatory only if the court has decided on the merits of the case (*statué au fond*); or

- (iv) (a) the Issuer or a Principal Subsidiary makes any proposal for a general moratorium in relation to its debt or (b) a judgment is issued by a court having competent jurisdiction over the Issuer or such Principal Subsidiary for the opening of a conciliation procedure (*procédure de conciliation*) with its creditors in accordance with articles L.611-4 to L.611-15 of the French Code de commerce or for the judicial liquidation (*liquidation judiciaire*) or for a transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer or any Principal Subsidiary in accordance with articles L.640-1 to L. 644-6 of the French *Code de commerce*, or (c) the Issuer or any Principal Subsidiary makes any conveyance, assignment or other arrangement for the benefit of, or enters into a composition with, its creditors or (d) the Issuer or any Principal Subsidiary is subject to any proceedings under any applicable laws before a court having competent jurisdiction over the Issuer or such Principal Subsidiary which has an analogous effect to any of the proceedings referred to in this paragraph (iv); or
- (v) the Issuer is dissolved or liquidated, or is merged or consolidated into another entity unless (a) the pro-forma balance sheet of the legal entity surviving such merger or consolidation shows, as at the effective date of such merger or consolidation, a shareholders' equity not less than that of the Issuer on the day before the date of such merger or consolidation and (b) the legal entity surviving such merger or consolidation is a corporation established in a member country of the European Community, Switzerland or in the United States of America and expressly assumes all the obligations of the Issuer under the Bonds and has obtained all necessary authorisation therefor (if any), and (c) notice of such merger or consolidation shall have been given to the Bondholders as provided under Condition 9 below not later than the effective date thereof; or
- (vi) any Principal Subsidiary is dissolved or liquidated, or is merged or consolidated into another entity or other entities unless (a) the aggregate pro-forma balance sheet of the legal entity(ies) resulting from such dissolution, liquidation, merger or consolidation shows, as at the effective date of such dissolution, liquidation, merger or consolidation, a shareholders' equity not less than that of such Principal Subsidiary on the day before the effective date of such dissolution, liquidation, merger or consolidation and (b) the legal entity or entities resulting from such dissolution, liquidation, merger or consolidation is the Issuer and/or one (or more) Subsidiary(ies) of the Issuer, and (c) notice of such merger or consolidation shall have been given to the Bondholders as provided under Condition 9 below not later than the effective date thereof.

## 8. REPRESENTATION OF THE BONDHOLDERS

The Bondholders will be grouped for the defence of their respective common interests in a *masse* (hereinafter referred to as the "*Masse*").

The *Masse* will be governed by those provisions of the French Commercial Code (the "*Code*") (as modified or re-enacted from time to time) with the exception of the provisions of



Articles L.228-48, L.228-59, R.228-63, R.228-67 and R.228-69 of the Code (as modified or re-enacted from time to time), as amended by the conditions set forth below, provided that notices calling a general meeting of the Bondholders (a "**General Meeting**") and the resolutions passed at any General Meeting and any other decision to be published pursuant to French legal and regulatory provisions will be published only as provided under Condition 9.

The Bonds being issued outside the Republic of France, the *Masse* is, in accordance with Article L. 228-90 of the Code, governed solely by the legal provisions which are expressed as applicable to the Bonds as stated above and subject to the foregoing paragraphs.

#### 8.1 Legal Personality

The *Masse* will be a separate legal entity, by virtue of Article L.228-46 of the Code acting in part through a representative (the "**Representative**") and in part through a General Meeting of the Bondholders. The *Masse* alone, to the exclusion of all individual Bondholders, shall exercise the common rights, actions and benefits which now or in the future may accrue with respect to the Bonds.

#### 8.2 Representative

The office of Representative may be conferred on a person of any nationality. However, the following persons may not be chosen as a Representative:

- (i) the Issuer;
- (ii) any entity holding (directly or indirectly) at least 10% of the share capital of the Issuer or at least 10% of the share capital of which is held by the Issuer;
- (iii) any entity guaranteeing all or part of any obligations of the Issuer;
- (iv) any member of the executive board (*Directoire*) or supervisory board (*Conseil de Surveillance*) of the Issuer, the Statutory Auditors of the Issuer, or any employee, managing director or director (or their respective *ascendants*, *descendants* and spouses) of the entities referred to in (i), (ii) or (iii) above; and
- (v) persons who have been prohibited from practicing as a banker or who have been deprived of the right to direct, administer or manage an enterprise in any capacity whatsoever.

The initial Representative shall be:

Alice Bonardi  
3 rue Taitbout  
75009 Paris  
France

The alternative Representative shall be:

Anne Besson-Imbert  
10 Harewood Avenue  
London NW1 6AA  
United Kingdom

The Representative will exercise its duty until its dissolution, resignation or termination of its duty by a general meeting of the Bondholders or until it becomes unable to act. Its appointment shall automatically cease on the date of final or total redemption, prior to maturity or otherwise, of the Bonds. This appointment may be automatically extended until the final resolution of any proceedings in which the representative is involved and the enforcement of any judgements rendered or settlements made.

The Representative will not receive any remuneration for its services.

All interested parties will at all times have the right to obtain the name and the address of the Representative at the head office of the Issuer and at the offices of any of the Paying Agents.

### 8.3 Powers of the Representative

The Representative shall, in the absence of any decision to the contrary of a General Meeting of Bondholders, have the power to take all action to defend the common interests of the Bondholders.

All legal proceedings by or against the Bondholders must be brought by or against the Representative, and any legal proceedings which shall not be brought in accordance with this provision shall not be legally valid.

The Representative may not interfere in the management of the affairs of the Issuer.

### 8.4 General Meetings

General Meetings may be held at any time, on convocation either by the Issuer or the Representative. One or more Bondholders, holding together at least one-thirtieth of outstanding Bonds may address to the Issuer and the Representative a demand for convocation of the General Meeting. If such General Meeting has not been convened within two months from such demand, such Bondholders may commission one of themselves to petition the competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, hour, place, agenda and quorum requirements of any General Meeting will be published as provided in Condition 9 not less than fifteen days prior to the date of the General Meeting for the first convocation and not less than six days for a second convocation.

Each Bondholder has the right to participate in General Meetings in person or by proxy. Each Bond carries the right to one vote.

## 8.5 Powers of General Meetings

A General Meeting is empowered to deliberate on the fixing of the remuneration of the Representative and on its dismissal and replacement, and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the Bonds, including authorising the Representative to act at law as plaintiff or defendant.

A General Meeting may further deliberate on any proposal relating to the modification of these Conditions, including:

- (i) any proposal whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions; and
- (ii) any proposal relating to the issue of securities carrying a right of preference compared to the rights of Bondholders;

it being specified, however, that a General Meeting may not increase amounts payable by the Bondholders, nor establish any unequal treatment between the Bondholders, nor decide to convert the Bonds into shares of the Issuer or any other entity.

General Meetings may deliberate validly on first convocation only if Bondholders present or represented hold at least one fifth of the principal amount of the Bonds then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a majority of two – thirds of votes cast by the Bondholders attending such meeting or represented thereat.

## 8.6 Information to the Bondholders

Each Bondholder will have the right, during the 15 day period preceding the holding of each General Meeting, personally or through a representative, to consult or make a copy of the resolutions which will be proposed, and of any reports which may be presented, at the meeting, which will be available for inspection at the principal office of the Issuer, at the specified offices of the Paying Agents and at any other place specified in the notice of meeting.

## 8.7 Expenses

The Issuer will pay all expenses incurred in the operation of the *Masse*, including expenses relating to the calling and holding of meetings, and more generally all administrative expenses resolved upon by a General Meeting, it being expressly stipulated that no expenses may be imputed against interest or other amounts payable on the Bonds.

## 8.8 Notices of Decisions

Decisions of the meetings shall be published in accordance with the provisions set forth in Condition 9 not more than 90 days from the date thereof.

## 9. NOTICES

Any notice to the Bondholders shall be validly given if it is transmitted to Euroclear France and, so long as the Bonds are listed and admitted to trading on Euronext Paris and the rules of that exchange so require, in a leading daily economic and financial newspaper having general circulation in France (which is expected to be *La Tribune* or *Les Echos*). Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which such publication is made.

## 10. PRESCRIPTION

Claims against the Issuer for the payment of principal and interest in respect of the Bonds shall become prescribed ten years (in the case of principal) and five years (in the case of interest) from the due date for payment thereof.

## 11. FURTHER ISSUES

The Issuer may from time to time without the consent of the Bondholder issue further Bonds to be assimilated (*assimilables*) with the Bonds as regards their financial service, provided that such further Bonds and the Bonds shall carry rights identical in all respects (or in all respects except for the first payment of interest thereon) and that the terms of such further Bonds shall provide for such assimilation. In the event of such assimilation, the Bondholders and the holders of any assimilated Bonds may, for the defence of their common interests, be grouped in a single *masse* having legal personality.

## 12. GOVERNING LAW AND JURISDICTION

The Bonds are governed by the laws of the Republic of France.

Any action against the Issuer in connection with the Bonds will be submitted to the exclusive jurisdiction of the competent courts in Paris.

## **USE OF PROCEEDS**

The net proceeds of the issue of the Bonds, which will be approximately € 747,517,500 will be applied by the Issuer for its general corporate purposes.

## RECENT DEVELOPMENTS RELATING TO THE ISSUER

### 1. Acquisition

On 8 September 2009, the Issuer published in conjunction with GE the following press release:

#### ***Safran completes acquisition of 81% of GE Homeland Protection***

*Paris and Fairfield, CT, September 8, 2009 – Safran and GE (NYSE: GE) announced today that they have completed the transaction originally announced on April 24, 2009, for Safran to acquire 81% of GE's Homeland Protection business (GE Homeland Protection). GE will retain a 19% stake in the company, as well as a seat on the Board of Directors.*

*Homeland Protection is a leader in explosive and narcotics detection for aviation safety, checked baggage screening, military & critical infrastructure protection and new growth platforms in Chem/Bio, X-ray and Radiation/Nuclear detection. Safran group's subsidiary Sagem Sécurité will operate the new business.*

### 2. Financial information

On 16 October 2009, the Issuer published the following press release which contains financial information which has not been audited nor reviewed by its statutory auditors:

#### ***Safran reports nine-month revenue 2009 (ended September 30, 2009)***

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- *Solid performance in an uncertain civil aerospace environment with **nine-month revenue 2009 at Euro 7.5 billion**, up 1.2% year-on-year on a reported basis.*
  - *Services (spares and MRO) share of revenue increased to 49% in Aerospace Propulsion and 32% in Aircraft Equipment.*
  - *Security delivered strong organic and acquisition-driven growth resulting in a reported sales increase of more than 30% at Euro 640 million.*
  - *Outlook for full year 2009 is confirmed.*
-

**Paris, October 16, 2009** - Safran (NYSE Euronext Paris: SAF) today reported its revenue for the first nine months of 2009.

All figures in this press release represent adjusted data. In order to reflect the actual economic performance of the Group and enable this performance to be monitored and compared, statutory revenue has been adjusted for the accounting impact of application of hedge accounting to currency financial instruments in order to better reflect the result of the Group's overall foreign currency risk management.

Third quarter 2009 revenue is provided in Note [1].

### **Nine-month revenue 2009**

<i>In Euro millions</i>	<i>Nine months 2008 reported</i>	<i>Nine months 2008 pro-forma (see Note [2])</i>	<i>Nine months 2009</i>	<i>% change reported</i>	<i>% change pro-forma</i>	<i>% change organic</i>
<i>Aerospace Propulsion</i>	4,217	4,210	<b>4,113</b>	-2.5%	<b>-2.3%</b>	-6.2%
<i>Aircraft Equipment</i>	2,084	2,024	<b>2,021</b>	-3.0%	<b>-0.1%</b>	-4.4%
<i>Defence</i>	660	712	<b>727</b>	10.2%	<b>2.1%</b>	0.5%
<i>Security</i>	485	445	<b>640</b>	32.0%	<b>43.8%</b>	15.7%
<i>Holding</i>	-	15	<b>32</b>	<i>nm</i>	<b><i>nm</i></b>	<i>nm</i>
<b>Total revenues</b>	<b>7,446</b>	<b>7,406</b>	<b>7,533</b>	<b>1.2%</b>	<b>1.7%</b>	<b>-3.5%</b>

For the first nine months of 2009, Safran's revenue was Euro 7,533 million, compared to a pro-forma Euro 7,406 million, a 1.7% year-over-year increase. Group revenue organically declined by 3.5%. Organic revenue was determined by deducting from 2009 pro-forma figures the contribution of Security activities acquired in 2008 and 2009 and by applying constant exchange rates. Hence, the following calculations were applied:

<b>Reported growth</b>		<b>1.2%</b>
Sale of Monetel business Euro (40) million	0.5%	
<b>Pro-forma growth</b>		<b>1.7%</b>
Impact of acquisitions Euro 133 million	-1.8%	
Currency impact Euro 252 million	-3.5%	
<b>Organic growth</b>		<b>-3.5%</b>

Acquisitions had an impact of Euro 133 million during the first nine months of 2009, which mainly included the consolidation of:

- *Nine months of Sagem Identification (formerly SDU): Euro 86 million*
- *Six months of Printrak (now MorphoTrack): Euro 22 million*
- *One month of GE Homeland Protection (now MorphoDetection): Euro 19 million*

*The favourable currency impact of Euro 252 million for nine months 2009 was mostly a combination of an improvement in the Group's hedged rate (USD1.43 to the Euro vs. USD1.46 in the year ago period) and of the improved spot rate (USD1.35 to the Euro vs. USD1.52) on sales which are naturally hedged (sales and purchases in the same currency).*

### ***Executive commentary***

*CEO Jean-Paul Herteman commented:*

*"Safran recorded a solid performance for the first nine months of 2009 against the backdrop of a weak civil aerospace environment, which demonstrates the resilience of the Group's business model.*

*Early in October, we reached the historic landmark of 20,000 CFM engines delivered, making it by far the world's best selling aircraft engine. In what remains a long cycle industry, we are well positioned to deliver profitable organic growth with more than 6,000 CFM engines in the order book and a large installed base of CFM engines yet to receive their first service.*

*During the third quarter of 2009, we completed the 81% acquisition of the GE Homeland Protection business, a new milestone in our strategic move into fast growing and profitable Security activities.*

*Based on the performance for the first nine months of the year, we reiterate our full-year guidance for 2009".*

### ***Outlook***

*For full-year 2009, the Group expects revenue to be on the same scale as for 2008 and operating margin to come in at about 6% of revenue.*

*These objectives are based on several assumptions, unchanged as compared to the end of July (See Note [3]).*

### ***Business commentary***

#### **▪ *Aerospace Propulsion***

*Revenue for the first nine months of 2009 was down 2.3% pro-forma at Euro 4,113 million, or -6.2% on an organic basis, compared to the year-ago period. After record deliveries in the past two years, OEM CFM engine deliveries stabilized at 918 units compared to 1,013 units in the year ago period, a decline attributed to the impact of the Boeing strike in late 2008 and to the current market environment. The order flow remained satisfactory by historic standards for the nine-month period.*



*The service growth for recent engine programs (CFM56 -5B/-7) partly offset the quicker than anticipated erosion of services for older generation engines (CFM56 -2/-3/-5A/-5C). The total number of shop visits for CFM-equipped civil aircraft decreased to 1,745 as compared to 1,856 in 2008, the sales impact of which was partly offset by a favourable mix towards a higher proportion of second generation engines with higher material revenue per shop visit.*

*The slowdown in the service business remains limited with worldwide CFM International spare parts revenue down 2.6% in USD terms.*

*For the first nine months of 2009, service revenue increased from 45.0% to 49.0% of Aerospace Propulsion sales, benefiting from a robust contribution from military and helicopter engines, as well as from high-thrust recent civil engines.*

#### ▪ **Aircraft Equipment**

*The Aircraft Equipment segment reported nine-month 2009 revenue of Euro 2,021 million, almost flat on a pro-forma basis (-0.1%), or 4.4% lower on an organic basis, compared to the year-ago period. Revenue was affected by the depressed market conditions in the business aircraft segment, which account for 10% of Aircraft Equipment business. The number of deliveries of small nacelles fell to 256 units from 450 in 2008.*

*These impacts were partially mitigated during the period by a continued ramp-up in deliveries of A380 nacelles from 44 units in 2008 to 64 units this year, and a solid performance in services particularly in Asia (landing gear, brakes, wheels).*

*For the first nine months of 2009, service revenue increased from 31.5% to 31.9% of Aerospace Equipment sales, benefiting from a strong contribution from landing gear and braking systems.*

#### ▪ **Defence**

*Nine-month 2009 revenue was up 2.1% pro-forma at Euro 727 million, showing 0.5% organic growth, compared to the same period last year.*

#### ▪ **Security**

*The Security branch reported nine-month 2009 revenue of Euro 640 million, up 43.8% on a pro-forma basis, which was partly due to the consolidation of Sagem Identification, Printrak and GE Homeland Protection. Organic growth was 15.7% thanks to ID solutions (French and international contracts). An organic slowdown was registered in the third quarter of 2009 compared to the same period a year ago, however, this was not unexpected considering the lumpy nature of the phasing of certain long-term government contracts.*

#### **Upcoming events**

<i>Full year 2009 results</i>	<i>February 25, 2010</i>
<i>Annual Shareholders Meeting</i>	<i>May 27, 2010</i>

#### **Notes**

**[1] Revenue for the third quarter 2009**

<i>In Euro millions</i>	<i>Third quarter 2008 reported</i>	<i>Third quarter 2008 pro-forma</i>	<i>Third quarter 2009</i>	<i>% change reported</i>	<i>% change pro-forma</i>	<i>% change organic</i>
<i>Aerospace Propulsion</i>	1,365	1,360	<b>1,344</b>	-1.5%	-1.2%	-4.6%
<i>Aircraft Equipment</i>	658	639	<b>608</b>	-7.8%	<b>-4.9%</b>	-7.5%
<i>Defence</i>	202	219	<b>216</b>	6.9%	<b>-1.4%</b>	-2.7%
<i>Security</i>	164	164	<b>206</b>	25.6%	<b>25.6%</b>	-9.8%
<i>Holding</i>	-	7	<b>10</b>	<i>nm</i>	<i>nm</i>	<i>nm</i>
<b>Total revenues</b>	<b>2,389</b>	<b>2,389</b>	<b>2,384</b>	<b>-0.2%</b>	<b>-0.2%</b>	<b>-5.4%</b>

**[2] Pro-forma data**

*The pro-forma data reflects*

- *The exit of the Monetel business (Security branch) for the first quarter 2008 revenue (Euro 40 million).*
- *The reclassification of certain activities further to the internal reorganization realized between the branches in the first quarter 2009*

**[3] Underlying assumptions for the full year 2009 outlook**

- *A forecast 4-5% reduction in air traffic*
- *An hedged rate of USD1.43 to the Euro*
- *A slight decrease in original equipment business on a constant dollar basis*
- *Sales of services at constant dollars remaining stable or edging back slightly*
- *Strong and profitable growth for the Security business*
- *On-going measures to enhance profitability and reduce overheads*

**[4] 2009 revenue data by quarter**

<i>In Euro millions</i>	<i>First quarter 2009 reported</i>	<i>Second quarter 2009 reported</i>	<i>Third quarter 2009 reported</i>
<i>Aerospace Propulsion</i>	1,334	1,435	1,344
<i>Aircraft Equipment</i>	700	713	608
<i>Defence</i>	238	273	216
<i>Security</i>	204	230	206
<i>Holding</i>	11	11	10
<b>Total revenues</b>	<b>2,487</b>	<b>2,662</b>	<b>2,384</b>

### **3. Other**

SAFRAN has recently received a request for information from DG Competition of the European Commission in the course of an inquiry relating to activities of the former SAGEM Group which are no longer in the scope of SAFRAN Group. At this stage, SAFRAN has no information on any possible consequence of this request.

## TAXATION

The following summary is of a general nature and is included herein solely for information purposes. It is based on the laws presently in force in France and the EU, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Bonds should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including French and EU tax law, to which they may be subject.

### **EU Savings Directive**

Under EC Council Directive 2003/48/EC on the taxation of savings income, (the "**Directive**") each Member State is required, from 1 July 2005, to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident in that other Member State; however, for a transitional period, Austria, Belgium and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at rates rising over time to 35%. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments.

Also with effect from 1 July 2005, a number of non-EU countries, and certain dependent or associated territories of certain Member States, have agreed to adopt similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident in a Member State. In addition, the Member States have entered into reciprocal provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident in one of those territories.

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

### **French Taxation**

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

The Bonds being deemed to be issued outside the Republic of France for the purposes of administrative circular no. 5 I-11-98 dated 30 September 1998 and rulings (*rescrits*) no. n°2007/59 (FP) dated 8 January 2008 and no. 2009/23 (FP) dated 7 April 2009, all issued by the French tax authorities, payments of interest and other revenues to be made by the Issuer to non-French tax residents in respect of the Bonds benefit from the exemption from deduction of tax at source provided by Article 131 *quater* of the French *Code général des impôts*. Accordingly, such payments do not give the right to any tax credit from any French source.

## SUBSCRIPTION AND SALE

BNP Paribas, Calyon, Société Générale and The Royal Bank of Scotland plc (the "**Joint Lead Managers**") have, pursuant to a Subscription Agreement dated 24 November 2009 (the "**Subscription Agreement**"), agreed jointly and severally with the Issuer, subject to the satisfaction of certain conditions, to subscribe and pay for, the Bonds at a price equal to 99.969 per cent. of the principal amount of the Bonds, less any applicable commission. The Issuer will also pay certain costs incurred by it and the Joint Lead Managers in connection with the issue of the Bonds.

The Joint Lead Managers are entitled to terminate the Subscription Agreement in certain limited circumstances prior to the issue of the Bonds. The Issuer has agreed to indemnify the Joint Lead Managers against certain liabilities in connection with the offer and sale of the Bonds.

### **Selling Restrictions**

#### *General*

No action has been or will be taken in any jurisdiction by the Joint Lead Managers or the Issuer that would, or is intended to, permit a public offering of the Bonds, or possession or distribution of the Prospectus (in proof or final form) or any other offering or publicity material relating to the Bonds, in any country or jurisdiction where action for that purpose is required. Accordingly, each of the Joint Lead Managers has agreed that it will not, directly or indirectly, offer, sell or deliver any Bonds or distribute or publish any prospectus, form of application, advertisement or other document or information in any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations.

Neither the Issuer, the Joint Lead Managers nor any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Bonds by a prospective investor of the Bonds, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

#### *Republic of France*

Each of the Joint Lead Managers and the Issuer has represented and agreed that (i) it has not offered or sold and will not offer or sell, directly or indirectly, the Bonds to the public in the Republic of France and (ii) offers and sales of Bonds in the Republic of France will be made only to (a) persons providing 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 (b) qualified investors ("*investisseurs qualifiés*") as defined in and in accordance with Articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French *Code monétaire et financier*. In addition, each of the Joint Lead Managers and the Issuer has represented and agreed that it has not distributed or caused to be distributed and will not distribute or cause to be distributed in the Republic of France this Prospectus or any

other offering material relating to the Bonds other than to investors to whom offers and sales of Bonds in the Republic of France may be made as described above.

*United States*

The Bonds have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") 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 under the Securities Act) except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each Joint Lead Manager has agreed that it will not offer or sell the Bonds, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the date of issue of the Bonds, within the United States or to, or for the account or benefit of, U.S. persons and it will have sent to each dealer to which it sells Bonds during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Bonds within the United States or to, or for the account or benefit of, U.S. persons.

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

*United Kingdom*

Each Joint Lead Manager has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) received by it in connection with the issue or sale of the Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Bonds in, from or otherwise involving the United Kingdom.

## GENERAL INFORMATION

### Corporate Authorisations

The issue of the Bonds was authorised by the *Directoire* of the Issuer on 2 November 2009.

### Listing and Admission to trading of the Bonds

For the sole purpose of the admission to trading of the Bonds on Euronext Paris, and pursuant to articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier*, this Prospectus has been submitted to the AMF and received a visa no. 09-344 dated 24 November 2009.

The total expenses related to the admission to trading of the Bonds are estimated to €10,000.

### Clearing of the Bonds

The Bonds have been accepted for clearance through Clearstream, Luxembourg (42 avenue JF Kennedy, 1855 Luxembourg, Luxembourg), Euroclear (boulevard du Roi Albert II, 1210 Bruxelles, Belgium) and Euroclear France (115 rue Réaumur, 75081 Paris cedex 02, France) under the following reference numbers:

ISIN: FR0010827048

Common Code: 046979052

### Yield

The yield of the Bonds is 4.007 per cent. *per annum*, as calculated at the Issue Date on the basis of the issue price of the Bonds. It is not an indication of future yield.

### No Material Adverse Change

Except as disclosed in this Prospectus (including the documents incorporated by reference), there has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2008.

### No Significant Change

Except as disclosed in this Prospectus (including the documents incorporated by reference), there has been no significant change in the financial or trading position of the Issuer or the Group since 30 June 2009.

### No Litigation

Except as disclosed in this Prospectus (including the documents incorporated by reference), the Issuer has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Prospectus which may have, or have had in



the recent past, significant effects, in the context of the issue of the Bonds, on the financial position or profitability of the Issuer or the Group.

### **No Material Interests**

Save for any fees payable to the Joint Lead Managers as referred to in "**Subscription and Sale**", as far as the Issuer is aware, no person involved in the offer of the Bonds has an interest material to the issue.

### **No Material Contracts**

The Issuer has not entered into contracts outside the ordinary course of the Issuer's 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 Bonds in respect of the Bonds being issued.

### **No Conflicts of Interest**

To the Issuer's knowledge, there are no potential conflicts of interest between the private interests and/or other duties of members of the *Directoire* of the Issuer and the duties they owe to the Issuer.

### **Outlook**

The figures set out in the paragraph "Outlook" of the press release relating to Safran's nine-month revenue for 2009 reproduced in paragraph 2 of the "Recent Developments" section of this Prospectus have been properly prepared on the basis stated and the basis of accounting is consistent with the accounting policies of the Issuer. Such figures are based on the assumptions mentioned in the footnote 3 of the above mentioned press release.

### **Auditors**

Mazars (formerly Mazars et Guérard) (Exaltis, 61, rue Henri Regnault, 92075 Paris-La-Défense, France) and Constantin Associés (26, rue de Marignan, 75008 Paris, France) are the statutory auditors of the Issuer. Constantin Associés and Deloitte & Associés have audited, and rendered unqualified report on, the consolidated financial statements of the Issuer as at, and for the year ended, 31 December 2007. Mazars and Constantin Associés have audited, and rendered unqualified report on, the consolidated financial statements of the Issuer as at, and for the year ended, 31 December 2008. Mazars and Constantin Associés have also issued a limited review report on the interim financial statements of the Issuer for the six-month period ended 30 June 2009. Mazars and Constantin Associés are regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *commissaires aux comptes*. Constantin Associés are members of the *Compagnie Régionale des Commissaires aux Comptes de Paris* and Mazars are members of the *Compagnie Régionale des Commissaires aux Comptes de Versailles*.

### **Documents Available**

Copies of the latest annual financial statements of the Issuer may be obtained, and copies of the *Statuts* of the Issuer and the Agency Agreement will be available for inspection, at the

specified office of the Paying Agent during normal business hours, so long as any of the Bonds is outstanding. Copies of this Prospectus will be obtainable free of charge, at the office of the Paying Agent or available on the websites of the Issuer ([www.safran-group.com](http://www.safran-group.com)) and the AMF ([www.amf-france.org](http://www.amf-france.org)).

## PERSONS RESPONSIBLE FOR THE INFORMATION SET OUT IN THE PROSPECTUS

To the best of the knowledge of the Issuer, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is in accordance with the facts and contains no omission likely to affect its import.

### Safran

2, boulevard du Général Martial-Valin  
75724 Paris Cedex 15

Duly represented by:

Ross McInnes  
*Membre du Directoire*  
Safran

dated 24 November 2009



In accordance with articles L. 412-1 et L. 621-8 of the *Code monétaire et financier* and its General Regulations (*Règlement général*), in particular articles 211-1 à 216-1, the *Autorité des marchés financiers* (“AMF”) has granted to this Prospectus the *visa* n°09-344 on 24 November 2009. This Prospectus has been prepared by the Issuer and its signatories assume responsibility for it. In accordance with article L. 621-8-1-I of the *Code monétaire et financier*, the *visa* has been granted following an examination by the AMF of “whether the document is complete and comprehensible, and whether the information in it is coherent”. It does not imply that the AMF has verified the accounting and financial data set out in it and the appropriateness of the issue of the Bonds.

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