



Tikehau Capital

(a *société en commandite par actions* incorporated in France)

€300,000,000 3 per cent. Bonds due November 2023

Issue Price: 100 per cent.

This prospectus constitutes a prospectus (the “**Prospectus**”) for the purposes of Article 5.3 of Directive 2003/71/EC, as amended (the “**Prospectus Directive**”) and the relevant implementing measures in France, in respect of, and for the purposes of giving information with regard to, Tikehau Capital and its consolidated subsidiaries and branches, taken as a whole (the “**Group**”) and the Bonds which, according to the particular nature of the Issuer, the Group and the Bonds, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and the Group.

The €300,000,000 3 per cent. Bonds due November 2023 (the “**Bonds**”) of Tikehau Capital (the “**Issuer**” or “**Tikehau Capital**”) will mature on 27 November 2023 (the “**Maturity Date**”).

Interest on the Bonds will accrue at the rate of 3 per cent. *per annum* from and including 27 November 2017 (the “**Issue Date**”) and will be payable in Euro annually in arrear on 27 November in each year, commencing on 27 November 2018. Payments of principal and interest on the Bonds will be made without deduction for or on account of taxes of the Republic of France (See section “Terms and Conditions of the Bonds – Taxation”).

Unless previously redeemed, purchased and cancelled, the Bonds will be redeemed at their principal amount on the Maturity Date. The Bonds may, and in certain circumstances shall, be redeemed, in whole but not in part, at their principal amount together with accrued interest in the event that certain French taxes are imposed (See section “Terms and Conditions of the Bonds – Redemption and Purchase”). The Issuer may, at its option, redeem all (but not some only) of the outstanding Bonds (i) from (and including) 27 August 2023 (but excluding) the Maturity Date, on any such date, at their principal amount together with accrued interest, as described under “Terms and Conditions of the Bonds – Redemption and Purchase – Redemption at the option of the Issuer – Pre-Maturity Call Option”, (ii) at any time prior to the Maturity Date and in accordance with the provisions set out in “Terms and Conditions of the Bonds – Redemption and Purchase – Redemption at the option of the Issuer – Make-whole Redemption by the Issuer” and (iii) at any time prior to their Maturity Date, if 80 per cent. of the Bonds have been redeemed or purchased and cancelled, in accordance with the provisions set out in “Terms and Conditions of the Bonds – Redemption and Purchase – Redemption at the option of the Issuer – Clean-Up Call Option”.

In addition, following a Change of Control each Bondholder will have the option to require the Issuer to redeem or repurchase all or part of the Bonds held by such Bondholder on the Optional Redemption Date at their principal amount together with interest accrued up to but excluding such date of redemption or repurchase all as defined and more fully described in “Terms and Conditions of the Bonds – Redemption and Purchase – Redemption at the option of Bondholders following a Change of Control”.

The Bonds will, upon issue on 27 November 2017, be inscribed (*inscription en compte*) in the books of Euroclear France which shall credit the accounts of the Account Holders (as defined in section “Terms and Conditions of the Bonds – Form, Denomination and Title”) including Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depositary bank for Clearstream Banking, S.A. (“**Clearstream**”).

The Bonds will be in dematerialised bearer form in the denomination of €100,000. The Bonds will at all times be represented in book-entry form (*dématérialisé*) in the books of the Account Holders in compliance with Articles L.211-3 and R.211-1 of the French *Code monétaire et financier*. No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Bonds.

Application has been made to the *Autorité des marchés financiers* in France (the “**AMF**”) in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général*, which implements the Prospectus Directive for the approval of this Prospectus for the purposes of the Prospectus Directive. Application has also been made to the regulated market of Euronext in Paris (“**Euronext Paris**”) for the Bonds to be admitted to trading on Euronext Paris. Euronext Paris is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council on markets in financial instruments, as amended.

The Bonds have not been rated. The Issuer is not rated.

So long as any of the Bonds are outstanding, copies of this Prospectus, the 2016 Registration Document and the 2015 Financial Statements incorporated by reference therein are available on the website of the Issuer (www.tikehaucapital.com) and on the website of the AMF (www.amf-france.org).

Prospective investors should have regard to the factors described in the section headed “Risk Factors” in this Prospectus before purchasing any Bond.

Global Coordinators and Joint Lead Managers

Natixis

UniCredit Bank

Joint Lead Managers

BNP Paribas

Nomura

Société Générale Corporate & Investment Banking

UBS Investment Bank

Co-Lead Manager

Banque Degroof Petercam SA

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RISK FACTORS

The following are certain risk factors of the offering of the Bonds of which prospective investors should be aware. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Bonds. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with Bonds are also described 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 any Bonds may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Bonds are exhaustive. Prior to making an investment decision, prospective investors should consider carefully all of the information set out in this Prospectus, including in particular the following risk factors detailed below. The prospective investors should make their own independent evaluations of all risk factors and should also read the detailed information set out elsewhere in this Prospectus (including any information incorporated by reference therein).

The terms defined in “Terms and Conditions of the Bonds” shall have the same meaning where used below.

Risks Factors related to the Issuer and the Group

Risk factors relating to the Issuer and the Group are set out in pages 133 to 150 of the 2016 Registration Document (as defined in section “Documents Incorporated by Reference”) incorporated by reference into this Prospectus and include the following:

- Risks relating to the asset management activities (risks relating to the asset management sector and risks relating to Tikehau Capital’s asset management activities);
- Risks relating to the balance sheet of Tikehau Capital (risks related to investments on the balance sheet of Tikehau Capital, financial risks and market risks);
- General risks associated with Tikehau Capital’s business;
- Regulatory, legal and tax risks; and
- Risks related to the legal form, Articles of Association and organization of Tikehau Capital.

Risks Factors related to the Bonds

An investment in the Bonds involves certain risks associated with the characteristics of the Bonds. Such risks could result in principal or interest not being paid on time or at all by the Issuer and/or a material impairment of the market price of the Bonds or Bondholders losing all or some of their investment should the Issuer become insolvent. The following is a description of risk factors in relation to the Bonds.

The Bonds may not be a suitable investment for all investors

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 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;
- (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; and
- (vi) consult their legal advisers in relation to possible legal, tax, accounting, regulatory and related aspects of any investment in the Bonds.

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:

The secondary market generally

An investment in the Bonds should be considered primarily with a view to holding them until their maturity. The Bonds may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to dispose of or sell their Bonds in the secondary market for a substantial period of time, if at all, in which case the market or trading price and liquidity may be adversely affected or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market.

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.

Interest rate risks

The Bonds bear 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.

Credit risk

The value 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.

Potential Conflicts of Interest

Certain of the Managers (as defined in section “Subscription and Sale”) and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer’s affiliates. Certain of the Managers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Bonds to be issued hereunder. Any such short positions could adversely affect future trading prices of Bonds to be issued hereunder. The Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

The Bonds may be redeemed prior to maturity

The Issuer reserves the right to purchase Bonds in the open market or otherwise at any price in accordance with applicable regulations. Such transactions shall have no impact on the normal repayment schedule of outstanding Bonds, but they decrease the yield of the Bonds so purchased and then redeemed by the Issuer prior to their stated maturity and potentially reduce the liquidity of the Bonds.

In the event that the Issuer would be obliged to pay additional amounts payable in respect of any Bonds due to any withholding as provided in Condition 4(b), the Issuer may redeem all outstanding Bonds in accordance with such Terms and Conditions.

In addition, the Issuer has the option (i) from and including 27 August 2023 to but excluding the Maturity Date, to redeem all but not some only of the Bonds outstanding at par plus accrued interest, as provided in Condition 4(d)(i) and (ii) to redeem all but not some only of the then outstanding Bonds at any time prior to the Maturity Date, at the relevant make whole redemption amount, as provided in Condition 4(d)(ii).

During a period when the Issuer may elect to redeem Bonds, the Bonds may feature a market value not above the price at which they can be redeemed. If the market interest rates decrease, the risk to Bondholders that the Issuer will exercise its right of early redemption increases. As a consequence, the yields received upon such early redemption may be lower than expected, and the redeemed face amount of the Bonds may be lower than the purchase price paid for such Bonds by the Bondholder where the purchase price was above par. As a consequence, part of the capital invested by the Bondholder may be lost, so that the Bondholder in such case would not receive the total amount of the capital invested. However, the redeemed face amount of the Bonds may not be below par. In addition, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than such redeemed Bonds.

Furthermore, if 80 per cent. or more of the initial aggregate nominal amount of the Bonds have been redeemed or purchased and cancelled, the Issuer will have the option to redeem all of the outstanding Bonds at their principal amount plus accrued interest as provided in Condition 4(d)(iii). In particular, there is no obligation for the Issuer to inform the Bondholders if and when this percentage has been reached or is about to be reached, and the Issuer's right to redeem will exist notwithstanding that immediately prior to the serving of a notice in respect of the exercise of this option, the Bonds may have been trading significantly above par, thus potentially resulting in a loss of capital invested.

Change of Control – 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(c) is exercised, any trading market in respect of those Bonds in respect of which such put option is not exercised may become illiquid. In addition, investors may not be able to reinvest the moneys they receive upon such early redemption in securities with the same yield as the redeemed Bonds.

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

The Terms and Conditions of the Bonds contain a negative pledge that prohibits the Issuer and its Material Subsidiaries in certain circumstances from creating security over assets but only to the extent that such is used to secure other bonds or similar debt instruments which are listed or capable of being listed. See section "Terms and Conditions of the Bonds – Status and Negative Pledge". The Terms and Conditions of the Bonds do not contain any other covenants restricting the operations of the Issuer.

Subject to this negative pledge, the Issuer and its Material Subsidiaries may incur significant additional debt that could be considered before or rank equally with the Bonds. Accordingly, if the Issuer incurs significant additional debt ranking equally with the Bonds, it will increase the number of claims that would be entitled to share rateably with the Bondholders in any proceeds distributed in connection with an insolvency, bankruptcy or similar proceeding.

Market value of the Bonds

The market value of the Bonds will be affected by the creditworthiness of the Issuer and by a number of additional factors related to economic and market conditions, including, but not limited to, volatility of the market, interest rates, currency exchange rates and inflation rates and the time remaining to the maturity date.

The value of the Bonds depends on a number of interrelated factors, including economic, financial and political events in France, in Europe or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Bonds are traded. The price at which a holder of Bonds 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. There can be no assurance that events in France, in Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of the Bonds or that economic and market conditions will not have any other adverse effect.

Modification and waivers

The Terms and Conditions of the Bonds contain provisions for calling meetings of Bondholders or consulting them by way of written resolutions to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Bondholders including Bondholders who did not express a vote at the relevant meeting or consultation and Bondholders who voted in a manner contrary to the majority.

Rating

Neither the Bonds nor 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 the 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.

Change of law

The Terms and 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. Furthermore, the Issuer operates in a heavily regulated environment and has to comply with extensive regulations in France and elsewhere. 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.

French insolvency law

Under French insolvency law, holders of debt securities are automatically grouped into a single assembly of holders (the “**Assembly**”) in order to defend their common interests if a preservation procedure (*procédure de sauvegarde*), an accelerated preservation procedure (*procédure de sauvegarde accélérée*), an accelerated financial preservation procedure (*procédure de sauvegarde financière accélérée*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer. The Assembly comprises holders of all debt securities issued by the Issuer (including the Bonds) regardless of their governing law. The Assembly deliberates on the proposed preservation plan (*projet de plan de sauvegarde*), proposed accelerated preservation plan (*projet de plan de sauvegarde accélérée*), proposed accelerated financial preservation plan (*projet de plan de sauvegarde financière accélérée*) 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 due payments and/or partially or totally writing off receivables in form of debt securities;
- establish an unequal treatment between holders of debt securities (including the Bondholders) as appropriate under the circumstances; and/or
- 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 expressing a vote). No quorum is required to convoke the Assembly.

The procedures, as described above or as they will or may be amended, could have an adverse impact on holders of the Bonds seeking repayment in the event that the Issuer or its subsidiaries were to become insolvent.

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 in these circumstances.

Taxation

Potential purchasers and sellers of the Bonds should be aware that they may be required to pay taxes or documentary charges or duties in accordance with the laws and practices of the jurisdiction where the Bonds are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax

authorities or court decisions may be available for innovative financial instruments such as the Bonds. 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 subscription, acquisition, holding, disposal and redemption of the Bonds. Only these advisors are in a position to duly consider the specific situation of each potential investor. This investment consideration has to be read in connection with the taxation sections of this Prospectus.

Each prospective investor should consult its own advisers as to legal, tax and related aspects of an investment in the Bonds.

A Bondholder's effective yield on the Bonds may be diminished by the tax impact on that Bondholder of its investment in the Bonds.

The proposed European financial Transaction Tax ("FTT")

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

The Commission's proposal has very broad scope and could, if introduced, apply to certain dealings in the Bonds (including secondary market transactions) in certain circumstances. The issuance and subscription of the Bonds should, however, be exempt.

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

However, the FTT proposal remains subject to negotiation between the Participating Member States (excluding Estonia) and its scope is uncertain. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

If the FTT or any similar tax were adopted, transactions in the Bonds could be subject to higher costs, and the liquidity of the market for the Bonds may be diminished. The Issuer or any Paying Agent will in any case not be required to pay or indemnify the Bondholders for any cost incurred as the case may be in respect of the FTT.

Prospective holders of the Bonds are advised to seek their own professional advice in relation to the FTT.

IMPORTANT NOTICE

This Prospectus has been prepared for the purpose of giving information with regard to the Issuer, the Issuer and its consolidated subsidiaries and branches, taken as a whole (the “**Group**”) and the Bonds which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position and profit and losses of the Issuer and the Group.

This Prospectus is to be read in conjunction with any supplement thereto and all the documents which are incorporated herein by reference.

This Prospectus does not constitute an offer of, an invitation or a recommendation by or on behalf of the Issuer or the Managers (as defined in section “Subscription and Sale” below) to subscribe or purchase, any of the Bonds. 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 Managers to inform themselves about and to observe any such restrictions.

The Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States. The Bonds may not be offered or sold within the United States or to, or of the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (“**Regulation S**”)) except pursuant to an exemption from, or in a transaction not subject to the registration requirements of the Securities Act. For a description of certain restrictions on offers and sales of Bonds and on distribution of this Prospectus, see section “Subscription and Sale”.

No person is authorised to give any information or to make any representation not contained in this Prospectus and any information or representation not so contained must not be relied upon as having been authorised by or on behalf of the Issuer or the Managers. Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Bonds is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

To the extent permitted by law, each of the Managers accepts no responsibility whatsoever for the content of this Prospectus or for any other statement in connection with the Issuer or the Group.

The Managers have not separately verified the information or representations contained or incorporated by reference in this Prospectus in connection with the Issuer or the Group. None of the Managers makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information or representations in this Prospectus in connection with the Issuer or the Group. Neither this Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer and the Managers that any recipient of this Prospectus or any other financial statements should purchase the Bonds. None of the Managers acts as a fiduciary to any investor or potential investor in the Bonds. In making an investment decision regarding the Bonds, prospective investors must rely on their own independent investigation and appraisal of the Issuer, its business and the terms of the offering, including the merits and risks involved and the Managers shall have no responsibility or liability (whether fiduciary, in tort or otherwise) to any investor or prospective investor in the Bonds with respect thereto.

Each potential purchaser of Bonds should determine for itself the relevance of the information contained in this Prospectus and its purchase of Bonds should be based upon such investigation as it deems necessary. None of the Managers has reviewed or undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Bonds of any information coming to the attention of any of the Managers.

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Bonds shall, in any circumstances, create any implication that the information contained in this Prospectus is true subsequent to the date upon which this Prospectus has been published or most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or, as the case may be, the date upon which this Prospectus has been most recently amended or supplemented or the balance sheet date of the most recent financial statements which are deemed to be incorporated into this Prospectus by reference is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

See section “Risk Factors” above for certain information relevant to an investment in the Bonds.

In this Prospectus, unless otherwise specified, references to a “**Member State**” are references to a Member State of the European Economic Area, references to “**EUR**” or “**euro**” or “**€**” 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, as amended.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the following sections identified in the cross-reference table below which are incorporated by reference in, and shall be deemed to form part of, this Prospectus and which are included in the following documents (the “**Documents Incorporated by Reference**”):

- (a) the base document (*document de base*) of the Issuer filed with the *Autorité des marchés financiers* (the “**AMF**”) under number I. 17-002, dated 24 January 2017 which contains the audited consolidated annual financial statements of the Issuer (formerly known as Tikehau Capital Partners) in the French language for the financial year ended 31 December 2015 and the related statutory auditors' report; except for the third paragraph of the “Declaration of the Person responsible for the Base Document” on page 298 referring to the *lettre de fin de travaux* of the statutory auditors of the Issuer that is not incorporated by reference in this Prospectus (the “**2015 Financial Statements**”);
- (b) the 2016 reference document (*document de référence*) of the Issuer in French language (the “**2016 Registration Document**”), which was filed with the AMF under number R. 17-029, dated 27 April 2017; except for the third paragraph of the “Declaration of the Person responsible for the Registration Document and for the Annual Financial Report” on page 347 referring to the *lettre de fin de travaux* of the statutory auditors of the Issuer that is not incorporated by reference in this Prospectus; and
- (c) the half-yearly financial report as of 30 June 2017 of the Issuer in French language filed with the AMF (the “**2017 Half-Yearly Financial Report**”).

Any statement contained in a Document Incorporated by Reference shall 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). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

For the purpose of the Prospectus Directive, information can be found in the Documents Incorporated by Reference in this Prospectus in accordance with the following cross-reference table (in which the numbering refers to the relevant items of Annex IX of the Commission Regulation No. 809/2004, as amended).

Free English translations of the 2016 Registration Document and the 2017 Half-Yearly Financial Report are available on the website of the Issuer (www.tikehaucapital.com). These documents are available for information purposes only and are not incorporated by reference in this Prospectus. The only binding versions are French language versions.

Any information not listed in the following cross-reference table but included in the documents listed above is given for information purposes only.

Annex IX	2015 Financial Statements (page number)	2016 Registration Document (page number)	2017 Half-Yearly Financial Report (page numbers)
1. PERSONS RESPONSIBLE			
1.1 All persons responsible for the information given in the Registration Document and, as the case may be, for certain parts of it, with, in the latter case, an indication of such parts. In the case of natural persons including members of the issuer's administrative, management or supervisory bodies indicate the name and function of the person; in case of legal persons indicate the name and registered office.	Not Applicable	Not Applicable	Not Applicable
1.2 A declaration by those responsible for the registration document that, having taken all reasonable care to ensure that such is the case the information contained in the registration document is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. As the case may be, declaration by those responsible for certain parts of the registration document that, having taken all reasonable care to ensure that such is the case, the information contained in the part of the registration document for which they are responsible is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.	Not Applicable	Not Applicable	Not Applicable
2. STATUTORY AUDITORS			
2.1 Names and addresses of the issuer's auditors for the period covered by the historical financial information (together with their membership in a professional body).	-	348	Not Applicable
2.2 If auditors have resigned, been removed or not been re-appointed during the period covered by the historical financial information, details if material.	-	348	Not Applicable

Annex IX	2015 Financial Statements (page number)	2016 Registration Document (page number)	2017 Half-Yearly Financial Report (page numbers)
3. RISK FACTORS			
3.1. Prominent disclosure of risk factors that may affect the Issuer's ability to fulfil its obligations under the securities to investors in a Section headed "Risk Factors".	-	133-150	19
4. INFORMATION ABOUT THE ISSUER			
<u>4.1. History and development of the issuer</u>			
4.1.1. the legal and commercial name of the issuer;	-	309	Not Applicable
4.1.2. the place of registration of the issuer and its registration number;	-	309	Not Applicable
4.1.3. the date of incorporation and the length of life of the issuer, except where indefinite;	-	309	Not Applicable
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);	-	309	Not Applicable
4.1.5. any recent events particular to the issuer and which are to a material extent relevant to the evaluation of the issuer's solvency.	-	17-18; 117-127; 130-132; 315-319	6-13; 28-30
5. BUSINESS OVERVIEW			
<u>5.1. 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;	-	11-16; 35-86	Not Applicable
5.1.2. Basis for any statements made by the Issuer on its competitive position.	-	87-106	Not Applicable
6. ORGANISATIONAL STRUCTURE			
6.1. Description of the group and of the issuer's position within it;	-	11-16; 335-336	Not Applicable

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6.2. Dependence relationships within the group.	-	Not Applicable	Not Applicable
7. TREND INFORMATION	-	87-106; 130-132	18
8. PROFIT FORECASTS OR ESTIMATES	-	Not Applicable	Not Applicable
9. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES			
9.1. Names, business addresses and functions in the issuer of the members of the administrative, management or supervisory bodies, and an indication of the principal activities performed by them outside the issuer where these are significant with respect to the issuer.	-	163-173	Not Applicable
9.2. Administrative, management and supervisory bodies conflicts of interests	-	181-184; 189-192	Not Applicable
10. MAJOR SHAREHOLDERS			
10.1. Information concerning control	-	335-336	13
10.2. A description of any arrangements, known to the issuer, the operation of which may at a subsequent date result in a change in control of the issuer.	-	Not Applicable	Not Applicable
11. FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION, AND PROFITS AND LOSSES			
11.1. <u>Historical financial information</u>			
- Consolidated balance sheet	205	202	20
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Annex IX	2015 Financial Statements (page number)	2016 Registration Document (page number)	2017 Half-Yearly Financial Report (page numbers)
11.2. <u>Financial statements</u>	181-202; 205-236	201-240; 259-289	20-47
11.3. <u>Auditing of historical annual financial information</u>	203-204; 237	241-242; 290-291	48-49
11.4 <u>Age of latest financial information</u>	181-204; 205-262	201-258; 259-292	20-47
11.5 <u>Legal and arbitration proceedings</u>		161	Not Applicable
11.6 <u>Significant change in the issuer's financial or trading position</u>		130-132	17-18
12. MATERIAL CONTRACTS		315-319; 320-323; 336	6-10; 12
13. THIRD PARTY INFORMATION AND STATEMENT BY EXPERTS AND DECLARATIONS OF ANY INTEREST		Not Applicable	Not Applicable
14. DOCUMENTS ON DISPLAY	Not Applicable	351	Not Applicable

TERMS AND CONDITIONS OF THE BONDS

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

The issue of €300,000,000 3 per cent. Bonds due November 2023 (the “**Bonds**”) of Tikehau Capital (the “**Issuer**”) has been authorised by two decisions dated 6 November 2017 and 20 November 2017 of the *Gérance* of the Issuer. The Issuer has entered into an agency agreement (the “**Agency Agreement**”) dated 23 November 2017 with Société Générale as fiscal agent, calculation agent and principal paying agent. The fiscal agent, calculation agent and principal paying agent and paying agents for the time being are referred to in these Conditions as the “**Fiscal Agent**”, the “**Calculation Agent**”, the “**Principal Paying Agent**” and the “**Paying Agents**” (which expression shall include the Principal Paying Agent), each of which expression 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**”. References to “**Conditions**” are, unless the context otherwise requires, to the numbered paragraphs below. 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 defined below) as being entitled to such Bonds.

1 Form, Denomination and Title

The Bonds are issued on 27 November 2017 (the “**Issue Date**”) in dematerialised bearer form (*au porteur*) in the denomination of €100,000 each. Title to the Bonds will be evidenced in accordance with Articles L.211-3 and R.211-1 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, which shall credit the accounts of the Account Holders. For the purpose of these Conditions, “**Account Holders**” shall mean any intermediary institution entitled to hold accounts, directly or indirectly, with Euroclear France, and includes Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depository bank for Clearstream Banking, S.A. (“**Clearstream**”).

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

2 Status and Negative Pledge

(a) Status of the Bonds

The obligations of the Issuer in respect of the Bonds constitute direct, unconditional, unsubordinated and (subject to Condition 2(b)) unsecured obligations 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.

(b) Negative Pledge

So long as any of the Bonds remain outstanding (as defined below), the Issuer will not, and will ensure that none of its Material Subsidiaries (as defined below) will, create or permit to subsist any mortgage, lien, charge, pledge or other form of security interest (*sûreté réelle*) (“**Security**”) upon any of their respective assets or revenues, present or future, to secure (i) any Relevant Debt (as defined below) or (ii) any guarantee or indemnity in respect of any Relevant Debt unless, at the same time or prior thereto, the Issuer’s obligations under the Bonds are equally and rateably secured therewith,

except, in the case of an entity which becomes a Material Subsidiary after the Issue Date, for any Security existing on the date on which it becomes a Material Subsidiary.

(c) Unsecured Borrowing Undertaking

So long as any of the Bonds remain outstanding (as defined below) and except with the prior approval by a General Meeting or a Written Resolution (as defined in Condition 8) of the Bondholders, the Unencumbered Assets Value (as defined below) shall at any time not be less than the Unsecured Debt (as defined below) at such time.

(d) Definitions

Unless otherwise defined, for the purposes of these Conditions:

- (i) “**Encumbered Assets Value**” means the aggregate amount of any of the Total Assets, that is subject to any Security.
- (ii) “**Financial Indebtedness**” means at any time any indebtedness, whether present or future, for or in respect of:
 - a. moneys borrowed;
 - b. any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
 - c. any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
 - d. the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the relevant applicable accounting principles, be treated as a balance sheet liability up to the amount corresponding to principal (other than any liability in respect of a lease or hire purchase contract which would, in accordance with the relevant applicable accounting principles in force, have been treated as an operating lease);
 - e. receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
 - f. any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition and which are to be accounted for under line item “Borrowings and debts with credit institutions”;
 - g. any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
 - h. the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (g) above,

provided that:

- a. any indebtedness shall in any event be taken into account and accounted for only once under paragraphs (a) to (h) above; and
- b. Financial Indebtedness of the Issuer shall mean Financial Indebtedness on a consolidated basis as shown in, or derived from, the latest audited annual or unaudited semi-annual consolidated financial statements of the Issuer.

- (iii) “**Material Subsidiary**” means Salvepar, Tikehau IM, Tikehau Capital Europe and at any relevant time a Subsidiary of the Issuer which represents at least 10 per cent. of Total Assets, as shown in the unaudited semi-annual consolidated financial for the period ending 30 June 2017 and at any time thereafter by reference to the latest audited annual or unaudited semi-annual consolidated financial statements of the Issuer.
- (iv) “**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 monies (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.
- (v) “**Relevant Debt**” means any present or future indebtedness for borrowed money in the form of, or represented by, bonds or notes (*obligations*) which are for the time being, or are capable of being, quoted, admitted to trading or ordinarily dealt in on any stock exchange, over-the-counter market or other securities market.
- (vi) “**Salvepar**” means Salvepar SAS, a French *société par actions simplifiée*, having its registered office at 32, rue de Monceau, 75008 Paris, registered under number 552 004 327 RCS Paris.
- (vii) “**Secured Debt**” means at any time the aggregate amount of the Financial Indebtedness of the Issuer as shown in, or derived from, the latest audited annual or unaudited semi-annual consolidated financial statements of the Issuer, that is secured by or benefits from a Security over any of the Total Assets.
- (viii) “**Subsidiary**” means, in relation to any person or entity at any time, any other person or entity controlled directly or indirectly by such person or entity within the meaning of Article L.233-3 of the French *Code de commerce*.
- (ix) “**Tikehau Capital Europe**” means Tikehau Capital Europe Ltd, an English Private Limited Company by shares, having its registered office at 111 Old Broad Street, London EC2N 1AP, registered under number 9154248.
- (x) “**Tikehau IM**” means Tikehau Investment Management SAS, a French *société par actions simplifiée*, having its registered office at 32, rue de Monceau, 75008, Paris, registered under number 491 909 446 RCS Paris.
- (xi) “**Total Assets**” means all of the assets of the Issuer captured in *Total des Actifs* in the consolidated balance sheet of the latest audited annual or unaudited semi-annual consolidated financial statements of the Issuer.
- (xii) “**Unencumbered Assets Value**” means at any time an amount equal to the Total Assets less the Encumbered Assets Value, in each case at such time.
- (xiii) “**Unsecured Debt**” means at any time the aggregate amount of the Financial Indebtedness of the Issuer as shown in, or derived from, the latest audited annual or unaudited semi-annual consolidated financial statements of the Issuer, excluding any Secured Debt.

3 Interest

The Bonds bear interest at the rate of 3 per cent. *per annum*, from and including 27 November 2017 (the “**Interest Commencement Date**”) to, but excluding 27 November 2023 (the “**Maturity Date**”), payable annually in arrear on 27 November in each year (each an “**Interest Payment Date**”), commencing on 27 November 2018. The period commencing on, and including, the Interest Commencement Date and ending on, but excluding, the first Interest Payment Date and each successive period commencing on, and including, an Interest Payment Date and ending on, but excluding, the next succeeding Interest Payment Date is called an “**Interest Period**”.

Bonds will cease to bear interest from the date provided for their redemption, unless the Issuer defaults in making due provision for their redemption on said date. In such event, the Bonds will continue to bear interest in accordance with this Condition (as well after as before judgment) on the principal amount of such Bonds until whichever is the earlier of (i) the day on which all sums due in respect of such Bonds up to that day are received by or on behalf of the relevant holder and (ii) the day after the Fiscal Agent has notified the Bondholders in accordance with Condition 9 of receipt of all sums due in respect of all the Bonds up to that day.

Interest will be calculated on an Actual/Actual (ICMA) basis. If interest is required to be calculated for a period of less than one year, it will be calculated on the basis of a day count fraction which will be calculated by taking 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 day but excluding the last day of such period).

4 Redemption and Purchase

The Bonds may not be redeemed otherwise than in accordance with this Condition 4.

(a) *Final Redemption*

Unless previously redeemed or purchased and cancelled as provided below, the Bonds will be redeemed by the Issuer at their principal amount on the Maturity Date.

(b) *Redemption for Taxation Reasons*

(i) If, by reason of a change in French law or regulation, or any change in the official application or interpretation of such law or regulation, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment due in respect of the Bonds, not be able to make such payment without having to pay additional amounts as specified in Condition 6 below, the Issuer may on any Interest Payment Date, subject to having given not more than 45 nor less than 30 calendar days’ prior notice to the Bondholders (which notice shall be irrevocable), in accordance with Condition 9, redeem all, but not some only, of the outstanding Bonds at their principal amount provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal and interest without withholding or deduction for French taxes.

(ii) If the Issuer would on the occasion of the next payment in respect of the Bonds be prevented by French law or regulation from making payment to the Bondholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 6 below, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than 7 calendar 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 on the latest practicable date on

which the Issuer could make payment of the full amount payable in respect of the Bonds without withholding or deduction for French taxes, or, if such date is past, as soon as practicable thereafter.

(c) *Redemption at the option of 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), each Bondholder will have the option (the “**Put Option**”) (unless, prior to the giving of the Put Event Notice (as defined below), the Issuer gives notice or its intention to redeem the Bonds under Conditions 4(b) or 4(d)) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of all or part of its Bonds, on the Optional Redemption Date (as defined below) at their principal amount outstanding, 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 of the following events:

(a) Tikehau Capital Advisors ceases to own, directly or indirectly, (i) at least 15 per cent. in the share capital of the Issuer on a diluted basis or (ii) at least 15 per cent. in the share capital of the Issuer on a non-diluted basis, provided that the indirect ownership shall be determined by multiplying the percentage of ownership in each Intermediate Company;

(b) a third party, other than the Existing Shareholders, comes to hold at any time, directly or indirectly, either acting alone or in concert (within the meaning of Article L.233-10 of the French *Code de commerce*), the control of Tikehau Capital Advisors within the meaning of Article L.233-3 I. of the French *Code de commerce*;

(c) a Third Party, whether acting alone or in concert (within the meaning of Article L.233-10 of the French *Code de commerce*) is required to file a mandatory tender offer in relation to the Issuer pursuant to the general regulation (*règlement général*) of the *Autorité des marchés financiers* (the “**AMF**”) (provided that such Third Party shall not be deemed to be required to file such mandatory tender offer if such Third Party is exempted by the AMF to file a mandatory tender offer in relation to the Issuer, in accordance with the general regulation (*règlement général*) of the AMF);

(d) Tikehau Capital Advisors ceases to control, directly or indirectly, Tikehau Capital General Partner;

(e) Tikehau Capital Advisors ceases to control, directly or indirectly, at least one of the managers (*gérants*) of the Issuer;

(f) Tikehau Capital Advisors ceases to control, directly or indirectly, at least one of the general partners (*associé commandité*) of the Issuer.

Where:

“**control**” means Tikehau Capital Advisors owning a part of the share capital of the relevant company (the “**Company**”) (x) conferring upon them, on the second convening notice to a shareholders’ meeting, the quorum to held such meeting and, at any time, the majority of the voting rights, required to approve any decision at the general shareholders meeting or of the shareholders of the Company (other than those decisions which require, in accordance with any law, the unanimous approval of the shareholders) and (y) conferring upon them the direct or indirect power to appoint and revoke the legal representatives of the Company;

“**diluted**” shall be construed after the exercise of any instrument capable of giving access to the share capital of the relevant company and “**non-diluted**” shall be construed accordingly;

“**Existing Shareholders**” means any of the shareholders of Tikehau Capital Advisors as at the date hereof.

“**indirectly**” means, for the purpose of paragraphs (c), (d) and (e) above, the continuing control in each of the Intermediate Company and when used in:

paragraph (c) above, it shall refer to any intermediate company between Tikehau Capital Advisors on the one hand and Tikehau Capital General Partner on the other hand; and/or;

paragraphs (d) and/or (e) above, it shall refer any intermediate company between Tikehau Capital Advisors on the one hand and a manager (*gérant*) and/or general partner (*associé commandité*) of the Issuer on the other hand;

“**Intermediate Company**” means for the purpose of paragraph (a) above, any intermediate company between Tikehau Capital Advisors on the one hand and the Issuer on the other hand;

“**Tikehau Capital Advisors**” means Tikehau Capital Advisors, *société par actions simplifiée*, having its registered office at 32 rue Monceau, 75008 Paris, registered under number 480 622 026 with the register of commerce and companies of Paris;

“**Tikehau Capital General Partner**” means Tikehau Capital General Partner SAS, *société par actions simplifiée*, having its registered office at 32 rue Monceau, 75008 Paris, registered under number 800 453 433 with the register of commerce and companies of Paris;

“**Third Party**” means any legal or natural person other than Tikehau Capital Advisors, Mr. Antoine Flamarion and Mr. Mathieu Chabran or any of their affiliates (such term being construed by reference to the concept of “control” within the meaning of article L.233-3 I of the French *Code de commerce*).

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(c).

(ii) To exercise the Put Option to require redemption or, as the case may be, purchase of the Bonds under this Condition 4(c), 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 calendar 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(c).

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 5th 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.

(iii) For the avoidance of doubt, the Issuer shall have no responsibility for any cost or loss of whatever kind (including breakage costs) which such 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 therefrom or otherwise).

(d) *Redemption at the option of the Issuer*

(i) Pre-Maturity Call Option

The Issuer may, at its option, from (and including) 27 August 2023 to (but excluding) the Maturity Date, subject to having given not more than 45 nor less than 30 calendar days' prior notice to the Bondholders in accordance with Condition 9 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the outstanding Bonds, at their principal amount together with accrued interest up to (but excluding) the date fixed for redemption specified in the notice.

(ii) Make-whole Redemption by the Issuer

The Issuer may, subject to compliance with all relevant laws, regulations and directives and to having given not more than 45 nor less than 30 calendar days' prior notice to the Bondholders in accordance with Condition 9 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the outstanding Bonds, at any time prior to their Maturity Date (the "**Make-whole Redemption Date**") at an amount per Bond calculated by the Calculation Agent equal to the greater of:

- (a) 100 per cent. of the principal amount of the Bonds; and
- (b) the sum of the then current values of the remaining scheduled payments of principal and interest (not including any interest accrued on the Bonds to, but excluding, the Make-whole Redemption Date) discounted to the Make-whole Redemption Date on an annual basis (Actual/Actual ICMA) at the Reference Rate (as defined below) plus 0.50 per cent.,

plus, in each case (a) or (b) above, any interest accrued on the Bonds to, but excluding, the Make-whole Redemption Date.

The Reference Rate will be published by the Issuer in accordance with Condition 9.

The "**Reference Rate**" is the average of the four quotations given by the Reference Dealers of the mid-market annual yield of the Reference Bund on the 4th Business Day preceding the Make-whole Redemption Date at 11.00 a.m. (Central European Time ("CET")).

If the Reference Bund is no longer outstanding, a Similar Security will be chosen by the Calculation Agent at 11.00 a.m. (CET) on the 3rd Business Day preceding the Make-whole Redemption Date, quoted in writing by the Calculation Agent to the Issuer and notified in accordance with Condition 9.

Where:

“**Business Day**” means a day (other than a Saturday or a Sunday) on which (i) Euroclear France is open for business, (ii) the TARGET System is operating and (iii) commercial banks and foreign exchange markets are open for general business in France.

“**Reference Bund**” means the Federal Government Bund of Bundesrepublik Deutschland due 15 August 2023, with ISIN DE0001102325;

“**Reference Dealers**” means each of the four banks (that may include the Managers) selected by the Calculation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues; and

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

If the Calculation Agent is unable or unwilling to continue to act as the Calculation Agent or if the Calculation Agent fails duly to establish the amount due in relation to this Condition 4(d)(ii), the Issuer shall appoint some other leading bank engaged in the Euro interbank market (acting through its principal Euro-zone office) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been so appointed.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties. The Calculation Agent shall act as an independent expert and not as agent for the Issuer or the Bondholders.

(iii) Clean-Up Call Option

In the event that 80 per cent. or more in initial aggregate nominal amount of the Bonds (including any further notes to be assimilated with the Bonds pursuant to Condition 11) have been redeemed or purchased and cancelled, the Issuer may, at its option, subject to having given not more than 45 nor less than 30 calendar days' prior notice to the Bondholders in accordance with Condition 9 (which notice shall be irrevocable), redeem the outstanding Bonds, in whole but not in part, at their principal amount plus accrued interest up to but excluding the date fixed for redemption.

(e) *Purchases*

The Issuer may at any time purchase Bonds together with rights to interest relating thereto in the open market or otherwise at any price. Bonds so purchased by the Issuer may be held and/or resold in accordance with applicable laws and regulations.

(f) *Cancellation*

All Bonds which are redeemed or purchased by the Issuer for cancellation pursuant to this Condition will forthwith be cancelled and accordingly may not be reissued or sold.

5 Payments

(a) *Method of Payment*

Payments of principal and interest in respect of the Bonds will be made in Euro by credit or transfer to a Euro-denominated account (or any other account to which Euro may be credited or transferred) specified by the payee in a city in which banks have access to the TARGET System. “**TARGET System**” means the Trans European Automated Real Time Gross Settlement Express Transfer (known as TARGET2) System or any successor thereto.

Such payments shall be made for the benefit of the Bondholders to the Account Holders and all payments validly made to such Account Holders in favour of the Bondholders will be an effective discharge of the Issuer and the Paying Agents, as the case may be, in respect of such payments.

Payments of principal and interest on the Bonds will, in all cases, be subject to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 6.

(b) *Payments on Business Days*

If any due date for payment of principal or interest in respect of any Bond is not a Business Day, then the Bondholder thereof shall not be entitled to payment of the amount due until the next following day which is a Business Day (as defined below) and the Bondholder shall not be entitled to any interest or other sums in respect of such postponed payment.

In this Condition “**Business Day**” means any day, not being a Saturday or a Sunday on which the TARGET System is operating and on which Euroclear France is open for general business.

No commission or expenses shall be charged to the Bondholders in respect of such payments.

(c) *Fiscal Agent, Calculation Agent and Paying Agents*

The name of the initial Agents is as follows:

Société Générale
32, rue du Champ de Tir
CS 30812
44308 Nantes Cedex 03
France

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, Calculation Agent or Paying Agent and/or appoint additional or 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 Fiscal Agent, a Calculation Agent and a Principal Paying Agent having a specified office in a European city. Notice of any such change or any change of specified office shall promptly be given to the Bondholders in accordance with Condition 9.

6 Taxation

(a) *Withholding Tax*

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

(b) *Additional Amounts*

If, pursuant to French laws, payments of principal, interest and other revenues in respect of any Bond are subject to withholding or deduction in respect of any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed, levied or collected, withheld or assessed by or on behalf of France or any authority therein or thereof having power to tax, the Issuer shall, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that the holder of each Bond, after such withholding or deduction, will receive the full amount then due and payable thereon in the absence of such withholding or deduction.

However, the provisions of this Condition 6(b) above shall not apply when:

(i) the Bondholder (or any party acting on the Bondholder's behalf) is liable to pay such Taxes by reason of his having some connection with France other than the mere holding of (or beneficial interest with respect to) the Bonds;

(ii) when the Bondholder (or any party acting on the Bondholder's behalf) would not be liable or subject to such withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority; or

(iii) where such deduction or withholding is required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

Any references to 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.

7 **Events of Default**

If any of the following events (each an "**Event of Default**") shall have occurred and be continuing:

- (i) in the event of default by the Issuer in the payment of principal and interest on any of the Bonds, if such default shall not have been cured within 7 business days in Paris thereafter; or
- (ii) in the event of default by the Issuer in the due performance of any provision of the Bonds other than as referred in Condition 7(i) above, if such default shall not have been cured within 15 business days in Paris after receipt by the Fiscal Agent of written notice of such default given by the Representative (as defined in Condition 8); or
- (iii) any other present or future indebtedness of the Issuer or any of its Material Subsidiaries for borrowed monies in excess of Euro 30,000,000 (or its equivalent in any other currency) becomes due and payable prior to its stated maturity as a result of a default thereunder, or any such indebtedness is not paid when due or, as the case may be, after the delivery of any notice and/or within any originally applicable grace period therefor; or
- (iv) a judgement is issued 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 of its Material Subsidiaries; or, to the extent permitted by law, the Issuer or any of its Material Subsidiaries is subject to any other insolvency or bankruptcy proceedings under any applicable laws or the Issuer or any of its Material Subsidiaries makes any conveyance,

assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors; or

- (v) in the event that the Issuer ceases to carry on all or a material part of its business or other operations, except for the purposes of and following a merger or reorganisation (*fusion, scission* or *apport partiel d'actifs*) (i) on terms approved by a General Meeting or a Written Resolution to the extent that French law requires such merger or reorganisation to be submitted for the approval of the Bondholders or (ii) whereby the undertaking and assets of the Issuer are vested in one of its Material Subsidiaries or any other Subsidiary which as a result of such merger or reorganisation becomes a Material Subsidiary; or
- (vi) the Issuer makes any change to the general nature of its business, being the top holding company of an asset management and investment group, from that carried on at the Issue Date, provided such change has (or is capable of having) a material adverse effect on the capacity of the Issuer to perform or comply with its obligations under the Bonds unless any such change is approved by a General Meeting or a Written Resolution (as defined in Condition 8 below); or
- (vii) it is or will become unlawful or illegal for the Issuer to perform any one or more of its material obligations under the Bonds,

then any Bondholder may, by written notice to the Issuer (with a copy to the Fiscal Agent), cause all the Bonds (but not some only) held by such Bondholder to become immediately due and payable as of the date on which such notice for payment is received by the Issuer without further formality at the principal amount of the Bonds together with any interest accrued thereon until the actual redemption date.

8 Representation of the Bondholders

Bondholders will be grouped automatically for the defence of their common interests in a *masse* (the “**Masse**”). The *Masse* will be governed by the provisions of the French *Code de commerce*, and with the exception of Articles L.228-48, L.228-59, L.228-65 II, R.228-61, R.228-63, R.228-67, R.228-69, R.228-79 and R.236-11 of the French *Code de commerce* subject to the following provisions:

- (a) **Legal Personality:** The *Masse* will be a separate legal entity and will act in part through a representative (the “**Representative**”) and in part through a general meeting of the Bondholders (“**General Meeting**”).

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 respectively with respect to the Bonds.

- (b) **Representative of the Masse:** The office of the Representative may be conferred on a person of any nationality. However, the following persons may not be chosen as representatives:
 - (i) the Issuer, the members of its Supervisory Board (*Conseil de Surveillance*), its respective managers (*gérants*), its statutory auditors, or its employees as well as their ascendants, descendants and spouse; or
 - (ii) companies guaranteeing all or part of the obligations of the Issuer, their respective managers (*gérants*), general managers (*directeurs généraux*), members of their Board of Directors (*Conseil d'administration*), Management Board (*Directoire*) or Supervisory

Board (*Conseil de surveillance*), their statutory auditors, or employees as well as their ascendants, descendants and spouses; or

- (iii) companies holding 10 per cent. or more of the share capital of the Issuer or companies having 10 per cent. or more of their share capital held by the Issuer; or
- (iv) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

The following person is designated as Representative of the Masse:

Association de Représentation des Masses de Titulaires de Valeurs Mobilières (“ARM”)
Centre Jacques Ferronnière
32 rue du Champ de Tir - CS 30812
44308 Nantes cedex 3
www.asso-masse.com
service@asso-masse.com
Represented by its Chairman

The Representative shall be entitled to an annual remuneration of €500.

In the event of liquidation, dissolution, death, retirement or revocation of appointment of the Representative, such Representative will be replaced by another Representative elected by a decision of the General Meeting.

- (c) **Powers of the Representative:** The Representative shall (in the absence of any decision to the contrary of the General Meeting) have the power to take all acts of management necessary in order to defend the common interests of the Bondholders.

All legal proceedings against the Bondholders or initiated by them, 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.

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

Notice of the date, time, place and agenda of any General Meeting will be published as provided under Condition 9 not less than 15 calendar days prior to the date of such General Meeting on first convocation, and 5 calendar days on second convocation.

Each Bondholder has the right to participate in a General Meeting in person, by proxy, correspondence, or videoconference or any other means of telecommunications allowing the identification of the participating Bondholders as provided *mutatis mutandis* by Article R.223-20-1 of the French *Code de commerce*. Each Bond carries the right to one vote.

- (e) **Powers of the General Meetings:** The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative 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.

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase the liabilities (*charges*) to Bondholders, nor establish any unequal treatment between the Bondholders, nor to decide to convert Bonds into shares.

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

In accordance with Article R.228-71 of the French *Code de commerce*, the rights of each Bondholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such Bondholder on the second business day in Paris preceding the date set for the meeting of the relevant General Meeting at 0:00, Paris time.

Decisions of General Meetings and Written Resolutions once approved must be published in accordance with the provisions set forth in Condition 9.

- (f) **Written Resolutions:** Pursuant to Article L.228-46-1 of the French *Code de commerce*, the Issuer shall be entitled in lieu of the holding of a General Meeting to seek approval of a resolution from the Bondholders by way of a Written Resolution. Subject to the following sentence a Written Resolution may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of the Bondholders. Pursuant to Articles L.228-46-1 and R.225-97 of the French *Code de commerce* approval of a Written Resolution may also be given by way of electronic communication allowing the identification of Bondholders (“**Electronic Consent**”).

Notice seeking the approval of a Written Resolution (including by way of Electronic Consent) will be published as provided under Condition 9 not less than 15 calendar days prior to the date fixed for the passing of such Written Resolution (the “**Written Resolution Date**”). Notices seeking the approval of a Written Resolution will contain the conditions of form and time-limits to be complied with by the Bondholders who wish to express their approval or rejection of such proposed Written Resolution. Bondholders expressing their approval or rejection before the Written Resolution Date will undertake not to dispose of their Bonds until after the Written Resolution Date.

For the purpose hereof, a “**Written Resolution**” means a resolution in writing signed by the Bondholders of not less than 80 per cent. in nominal amount of the Bonds outstanding.

- (g) **Information to Bondholders:** Each Bondholder or Representative thereof will have the right, during the 15-day period preceding the General Meeting on first convocation or the Written Resolution Date and during the 5-day period preceding the holding of the General Meeting on second convocation, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be prepared in connection with such resolutions, all of which will be available for inspection by the relevant Bondholders at the registered office of the Issuer, at the specified offices of any of the Paying Agents and at any other place specified in the notice of the General Meeting.

- (h) **Expenses:** The Issuer will pay all reasonable expenses relating to the operation of the Masse, including expenses relating to the calling and holding of General Meetings and seeking of a Written Resolution and, more generally, all administrative expenses resolved upon by the General Meeting or in writing by the Bondholders, it being expressly stipulated that no expenses may be imputed against interest payable under the Bonds.
- (i) **Notice of Decisions:** Decisions of the meetings shall be published in accordance with the provisions set out in Condition 9 not more than 90 calendar days from the date thereof.

For the avoidance of doubt, “**outstanding**” shall not include those Bonds subscribed or purchased by the Issuer that are held and not cancelled pursuant to Article L.213-0-1 of the French *Code monétaire et financier*.

9 Notices

Any notice to the Bondholders will be valid if (i) delivered to the Bondholders through Euroclear France, Euroclear or Clearstream, so long as the Bonds are cleared through such clearing systems, (ii) published and on the website of the Issuer (www.tikehaucapital.com) and, (iii) so long as the Bonds are admitted to trading on Euronext Paris, published on the website of Euronext Paris (www.euronext.com). Any such notice shall be deemed to have been given on the date of such delivery or publication, if delivered or published more than once or on different dates, on the first date on which such delivery or 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 Bondholders, 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 issue price and 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 will, for the defence of their common interests, be grouped in a single Masse having legal personality.

12 No Hardship (*Imprévision*)

The Issuer and the Bondholders acknowledge that the provisions of Article 1195 of the French *Code civil* shall not apply to these Conditions.

13 Governing Law and Jurisdiction

The Bonds and any non-contractual obligation arising out of or in connection with the Bonds are governed by the laws of France.

Any claim against the Issuer in connection with any principal or interest on the Bonds may be brought before any competent court located within the jurisdiction of the registered office of the Issuer.

USE OF PROCEEDS

The proceeds from the issue of the Bonds will be €300,000,000 and will be used by the Issuer for its general corporate purposes.

DESCRIPTION OF THE ISSUER

The complete description of the Issuer is set out in the 2016 Registration Document and the 2017 Half Yearly Financial Report which are incorporated by reference herein (see section “Documents Incorporated by Reference”).

Tikehau Capital is an asset management and investment company which was set up in Paris in 2004. Tikehau Capital directly and indirectly manages €12.6 billion in assets under management (“AUM”) as at 30 September 2017. The Group has expanded dynamically through its four business lines: private debt, real estate, private equity investment and liquid strategies (fixed income management/balanced and equities management). The Group provides its investors with alternative investment opportunities targeting long-term value creation.

By deploying its shareholders’ equity to support the Group’s four investment strategies particularly through investments in the funds managed as part of its strategies, Tikehau Capital creates the conditions for a clear alignment of interests between the Group’s balance sheet and investments made by its client-investors. This approach is central to building a relationship of trust with its shareholders and investors. The Group is majority-owned by its management, alongside leading institutional partners, which ensures that an alignment of interests is instilled in its culture.

Across all of its strategies, Tikehau Capital’s unique approach focuses primarily on fundamental analysis and highly selective investments.

Tikehau Capital is organized as a *Société en commandite par actions* governed by French law and listed in compartment A of Euronext Paris. Founded in Paris, Tikehau Capital has expanded over recent years, initially in Europe, setting up offices located in London, Brussels, Milan and Madrid (since early 2017), and then in Asia with an office in Singapore as well as office opened in Seoul in early 2017. The Group’s workforce totals 185 employees and partners, including Tikehau Capital Advisors.

The Group operates through four business lines:

- Private debt: Tikehau Capital is one of the pioneers of private debt transactions in Europe and France. The Group’s private debt teams are involved in debt financing transactions (including senior debt, unitranche, mezzanine, etc.) ranging in size from €10 million to €300 million, as arranger or financier. This business line also includes securitization activities dedicated to collateralized loan obligations (“CLOs”), a specialized product consisting of obligations backed by a portfolio of leveraged loans. As at 30 September 2017, AUM in Tikehau Capital’s private debt funds amounted to €5.5 billion, representing 44% of the Group’s total AUM.
- Real estate: Tikehau Capital’s real estate investment activities mainly focus on commercial property, seeking particularly sale and lease-back transactions in which the Group’s vehicles act as purchaser and involving quality counterparties (sellers, and subsequent to the transaction, tenants) with a yield-generating potential as well as a potential capital gain on resale. Tikehau Capital’s real estate investment activity is undertaken through the establishment of dedicated acquisition vehicles for each transaction. As at 30 September 2017, AUM in Tikehau Capital’s real estate activity amounted to €1.9 billion, representing 15% of Group’s total AUM.
- Private equity: As part of this activity, the Group invests in the equity capital (equity and hybrid instruments giving access to equity) of listed and unlisted companies. At the date of this Prospectus, the Group’s private equity activities are carried out exclusively from the Group’s own resources (shareholders’ equity and debt), but the Group is targeting to launch a fund

dedicated to minority investments soon. As at 30 September 2017, Tikehau Capital's private equity activity had AUM amounting to €2.3 billion, or 18% of the Group's total AUM.

- **Liquid strategies:** This business line consists of two activities (i) fixed income management and (ii) balanced and equities management, and is carried out through so-called "open-ended funds," that is, funds from which investors may decide to withdraw at any time by requesting redemption of their units. As part of its debt management activity, Tikehau Capital invests in bonds, including bonds issued by private companies (corporate bonds) and others, as well as investment grade securities (i.e. securities issued by companies with a high rating) or high-yield bonds. As part of its balanced and equities management business, Tikehau Capital manages open-ended funds offering access to a flexible balanced management in the equity and credit markets. As at 30 September 2017, AUM in Tikehau Capital's liquid strategies totalled €2.9 billion, i.e. 23% of the Group's total AUM.

The following table shows the top ten assets of the Group's investment portfolio as at 30 June 2017:

Assets (€m)	30 June 2017	
	Value	%
Eurazeo	366.6	24%
Claranet	86.7	6%
HDL (Assystem)	68.7	5%
Tikehau CLOs⁽¹⁾	67.5	4%
SES Imagotag	54.7	4%
Sequoia Investissement (DRT)	44.8	3%
Tikehau Direct Lending III	36.6	2%
EREN	34.3	2%
Tikehau Retail Properties III (Babou)	34.1	2%
Tikehau Preferred Capital	30.8	2%
Total top 10	824.8	55%
Other investments ⁽²⁾	685.5	45%
Total Investment Portfolio	1,510.3	100%
of which		
Non current portfolio	1,386.6	
Current portfolio	123.7	

(1) Of which Tikehau CLO I (€34.8m), Tikehau CLO II (€19.4m) and Tikehau CLO III warehouse (€13.3m).

(2) Including €36.8m related to the fully-owned investment holdings of Asten (Salvepar Alisadeo Investissement I & II) which own the proceeds of Asten disposal received in H1 2017 (before their merger into Tikehau Capital).

RECENT DEVELOPMENTS

Paris, 2 November 2017

Tikehau Capital AUM: €12.6bn as at 30 September 2017

- **Strong fundraising in Q3**
- **Close to the €13bn 2017 FY AUM target**

Strong AUM growth during Q3 2017

Tikehau Capital AUM came to €12.6bn as at 30 September 2017, a 13% net increase compared to 30 June 2017 and a 26% increase since 31 December 2016.

Growth of €1.5bn in AUM since 30 June 2017 was mainly driven by inflows of €0.6bn in the private debt business and inflows of €0.3bn in the liquid strategies. The private equity business also benefitted from the €0.7bn capital increase completed on 23 July 2017.

In the private debt business, the increase in AUM was mainly driven by (i) Tikehau Direct Lending IV, the new vintage of direct lending fund, with the completion of an initial closing during the third quarter and (ii) the finalization of a third CLO (Collateralized Loan Obligations) for a final amount of €435m. This fund, launched on 19 September 2017, enables Tikehau Capital to exceed €1bn AUM in its CLO business.

The fixed income strategies continued to attract strong inflows over the third quarter; especially Tikehau Capital's flagship bond fund "Tikehau Taux Variables" which broke through the €1.5bn AUM threshold in August.

Tikehau Capital AUM breakdown as at 30 September 2017:

- Private Debt: €5.5bn, i.e., 44% of the Group's AUM and an increase of 10% over Q3
- Real Estate: €1.9bn, i.e., 15% of the Group's AUM and a decrease of 1% over Q3
- Private Equity: €2.3bn, i.e., 18% of the Group's AUM and an increase of 39% over Q3
- Liquid Strategies: €2.9bn, i.e., 23% of the Group's AUM and an increase of 13% over Q3

Outlook and development strategy

The Group is actively developing all of its business lines, notably by launching new funds and reviewing growth opportunities, in-line with the strategic plan presented in connection with the company's rights issue in July. On the basis of the fundraising carried out since the beginning of the second half of 2017, Tikehau Capital is confident in reaching its objective of €13bn in AUM by the end of the financial year, i.e., an increase of at least 30% in AUM for the full financial year (assuming stability in the AUM in its liquid strategies).

In particular, on 31 October, Tikehau Capital announced the acquisition (through a fund managed by its asset management subsidiary Tikehau Investment Management) of a portfolio of c. 200 office real estate and business assets from EDF Group. The portfolio is comprised of assets located in Ile-de-France and other French regions, covering floor space of approximately 400,000 square meters. This transaction brings the Group's real estate AUM to over €2.2bn, i.e., a 27% increase since the beginning of the year.

In addition, the performance of Tikehau IM, Tikehau Capital's asset management subsidiary, was recognized through the "Best 2017 Asset Manager" Award Tikehau IM received at the Global Invest Forum event held by L'Agefi in October this year.

Finally, the Group is currently working on obtaining new financings which are intended (i) to be used for general corporate purposes and (ii) to refinance its existing debt. The objective of the Group is also to benefit from attractive financing conditions that are currently available. As part of this process, on 31 October 2017, Tikehau Capital secured firm commitments in relation to a €1bn senior unsecured credit facility. This facility is comprised of a 5-year term loan and a 5-year revolving facility. In the credit facility documentation, Tikehau Capital undertook to respect a maximum loan-to-value ratio of 47.5%.

About Tikehau Capital

Tikehau Capital is an asset management and investment Group which manages €12.6bn of assets, with shareholders' equity of €2.3bn. The Group invests in various asset classes (private debt, real-estate, private equity and liquid strategies), including through its asset management subsidiary Tikehau IM, on behalf of institutional and private investors. Controlled by its managers, alongside leading institutional partners, Tikehau Capital employs 185 staff in its Paris, London, Brussels, Madrid, Milan, Seoul and Singapore offices.

Tikehau Capital is listed on Euronext Paris, compartment A (ISIN code: FR0013230612; Ticker: TKO.FP)
www.tikehaucapital.com

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TAXATION

French Taxation

The following is an overview addressing certain withholding tax considerations in France relating to the holding of the Bonds. This overview is based on the tax laws and regulations of France, as currently in force and applied by the French tax authorities at the date of this Prospectus, all of which may be subject to change or to different interpretation, potentially with a retroactive effect. In particular, the description below may be affected by the Finance Acts for 2018, especially with respect to the flat tax rate that could be introduced and the increase of the CSG rate. This overview is for general information and does not purport to address all French tax considerations that may be relevant to specific Bondholders in light of their particular situation. Persons considering the purchase of Bonds should consult their own tax advisers as to French tax considerations relating to the purchase, ownership and disposition of Bonds in light of their particular situation.

Withholding Tax

The following may be relevant to holders of Bonds who do not concurrently hold shares of the Issuer.

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

Furthermore, in application of Article 238 A of the French *Code général des impôts*, interest and other revenues on the Bonds are not deductible from the Issuer's taxable income, if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid on a bank account opened in a financial institution established in such a Non-Cooperative State (the “**Deductibility Exclusion**”). Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Articles 109 et seq. of the French *Code général des impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 bis 2 of the French *Code général des impôts*, at a rate of 30 per cent. or 75 per cent. (subject to certain exceptions and the more favourable provisions of an applicable double tax treaty).

Notwithstanding the foregoing, neither the 75 per cent. withholding tax set out under Article 125 A III of the French *Code général des impôts* nor, to the extent that the relevant interest and other revenues relate to genuine transactions and are not in an abnormal or exaggerated amount, the Deductibility Exclusion (and therefore the withholding tax set out under Article 119 bis, 2 of the French *Code général des impôts* that may be levied as a result of the Deductibility Exclusion) will apply in respect of the Bonds if the Issuer can prove that the main purpose and effect of the issue of the Bonds were not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the “**Exception**”). Pursuant to the *Bulletin Officiel des Finances Publiques-Impôts* BOI-INT-DG-20-50-20140211 n°550 and 990, BOI-RPPM-RCM-30-10-20-40-20140211 n°70 and 80 and BOI-IR-DOMIC-10-20-20-60-20150320, n°10, the Bonds will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of the Bonds if the Bonds are, inter alia, admitted, at the time of their issue, to the operations of a central depository or of a securities payment and delivery systems operator within the meaning of Article L.561-2 of the French *Code monétaire et financier*, or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

Since the Bonds will be admitted, at the time of their issue, to the operations of Euroclear France, the Bonds will benefit from the Exception and will therefore be exempt from the withholding tax set out under Article 125 A III of the French *Code général des impôts*. In addition, they will be subject neither to the

Deductibility Exclusion nor to the withholding tax set out under Article 119 bis 2 of the same *Code* solely on account of their being paid to a bank account opened in a financial institution located in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

Payments made to individuals fiscally domiciled in France

Where the paying agent (*établissement payeur*) is established in France, pursuant to Article 125 A of the French *Code général des impôts* and subject to certain exceptions, interest and similar revenues received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 24 per cent. withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding at a global rate of 15.5 per cent. on such interest and similar revenues paid to individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

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

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a “foreign financial institution” may be required to withhold on certain payments it makes (“foreign passthru payments”) to persons that fail to meet certain certification, reporting, or related requirements. The issuer is a foreign financial institution for these purposes. A number of jurisdictions, including France, have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (the “IGAs”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Bonds, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Bonds, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Bonds, such withholding would not apply prior to 1 January 2019 and Bonds issued on or prior to the date that is six months after the date on which final regulations defining “foreign passthru payments” are filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the issuer). However, if additional Bonds (as described under “Terms and Conditions—Further Issues”) that are not distinguishable from previously issued Bonds are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Bonds, including the Bonds offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Bonds, no person will be required to pay additional amounts as a result of the withholding.

FATCA is particularly complex and its application remains uncertain at this time. The above description is based in part on regulations, official guidance and the US-France IGA, all of which are subject to change or may be implemented in materially different form. Prospective investors should consult their own tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Bonds.

SUBSCRIPTION AND SALE

Subscription Agreement

Natixis and UniCredit Bank AG (together, the "**Global Coordinators**"), BNP Paribas, Nomura International plc, Société Générale, UBS Limited (together, the "**Joint Lead Managers**") and Banque Degroof Petercam SA (the "**Co-Lead Manager**" and, together with the Global Coordinators and the Joint Lead Managers, the "**Managers**") have, pursuant to a Subscription Agreement dated 23 November 2017 (the "**Subscription Agreement**"), jointly and severally agreed with the Issuer, subject to the satisfaction of certain conditions, to procure subscriptions and payment for, and failing which, to subscribe for the Bonds at an issue price equal to 100 per cent. of the principal amount of the Bonds, less any applicable commission. In addition, the Issuer will pay certain costs incurred by it and the Managers in connection with the issue of the Bonds.

The 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 Managers against certain liabilities in connection with the offer and sale of the Bonds.

General Selling Restrictions

Each Manager has agreed to observe all applicable laws and regulations in each jurisdiction in or from which it may acquire, offer, sell or deliver Bonds or have in its possession or distribute this Prospectus or any other offering material relating to the Bonds. No action has been, or will be, taken in any country or jurisdiction that would, to the best of each Manager's knowledge, permit a public offering of the Bonds, or the possession or distribution of this Prospectus or any other offering material relating to the Bonds, in any country or jurisdiction where action for that purpose is required. Accordingly, the Bonds may not be offered or sold, directly or indirectly, and neither this Prospectus nor any circular, prospectus, form of application, advertisement or other offering material relating to the Bonds may be distributed in or from, or published in, any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations and all offers and sales of Bonds by it will be made on the same terms.

France

Each of the Managers has represented and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, any Bonds to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, directly or indirectly, the Prospectus or any other offering material relating to the Bonds and such offers, sales and distributions have been and will be made in France 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*), other than individuals, acting for their own account, as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier*.

Republic of Italy

The offering of the Bonds has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, no Bonds may be offered, sold or delivered, nor may copies of this Prospectus or of any other document relating to any Bonds be distributed in Italy, except in accordance with any Italian securities, tax and other applicable laws and regulations.

Each Manager has represented and agreed that no Bonds may be offered, sold or delivered nor may copies of this Prospectus or of any other document relating to the Bonds be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*) as defined pursuant to Article 100 of Decree No. 58 and Article 34-ter, first paragraph, letter b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended (“**Regulation No. 11971**”); or
- (b) in other circumstances which are exempted from the rules on public offerings, pursuant to Article 100 of Decree No. 58 and Article 34-ter, first paragraph of CONSOB Regulation No. 11971.

Any such offer, sale or delivery of the Bonds or distribution of copies of this Prospectus or any other document relating to the Bonds in the Republic of Italy must be in compliance with the selling restrictions under (a) and (b) above and must be:

- (a) made by an investment firm, bank or financial intermediary licensed to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 58 of 24 February 1998, CONSOB Regulation No. 16190 of 29 October 2007 and Legislative Decree No. 385 of 1 September 1993 (in each case as amended from time to time);
- (b) in compliance with Article 129 of the Legislative Decree No. 385 of 1 September 1993 (as amended from time to time), and the implementing guidelines of the Bank of Italy, as amended from time to time; and
- (c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy or any other Italian authority.

United Kingdom

Each Manager has represented and agreed that:

- (i) 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
- (ii) 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.

United States

The Bonds have not been and will not be registered under the Securities Act or the securities law of any U.S. state, and may not be offered or sold, directly or indirectly, in the United States of America or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act or such state securities laws. The Bonds are being offered and sold only outside of the United States to non-U.S. persons in reliance upon an exemption from registration under the Securities Act pursuant to Regulation S.

Each Manager has represented and agreed that:

- (i) it has not offered or sold, and will not offer or sell, the Bonds (a) as part of their distribution at any time or (b) otherwise until forty (40) calendar days after the later of the commencement of the offering and the issue date of the Bonds, within the United States or to, or for the account or benefit of, U.S. persons and,

- (ii) it will have sent to each distributor or dealer to which it sells Bonds during such forty (40) calendar days' 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.

Terms used in this paragraph and not otherwise defined in this Prospectus have the meanings given to them in Regulation S.

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

GENERAL INFORMATION

1. The Bonds have been accepted for clearance through Euroclear France, Clearstream and Euroclear. The International Securities Identification Number (ISIN) for the Bonds is FR0013298890. The Common Code number for the Bonds is 172539726.
2. The address of Euroclear France is 66, rue de la Victoire, 75009 Paris, France. The address of Euroclear is 1 boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream is 42 avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg.
3. Application has been made to Euronext Paris for the Bonds to be admitted to trading on Euronext Paris on 27 November 2017.
4. The issue of the Bonds was authorised by two decisions dated 6 November 2017 and 20 November 2017 of the *Gérance* of the Issuer.
5. Copies of:
 - (i) the *statuts* of the Issuer;
 - (ii) the Agency Agreement;
 - (iii) this Prospectus; and
 - (iv) the documents incorporated by reference in this Prospectus,will be available for inspection during the usual business hours on any week day (except Saturdays, Sundays and public holidays) at the registered office of the Issuer.

This Prospectus, the 2016 Registration Document and the 2015 Financial Statements have been published on the website of the AMF (www.amf-france.org) and been published on the website of the Issuer (www.tikehaucapital.com). The 2017 Half-Yearly Financial Report is only available on the website of the Issuer (www.tikehaucapital.com).
6. Except as disclosed in this Prospectus on pages 32 to 33, there has been no significant change in the financial or trading position of the Issuer or of the Group since 30 June 2017. There has been no material adverse change in the prospects of the Issuer since 31 December 2016.
7. The Issuer is not 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 on the Issuer or the Group's financial position or profitability.
8. Ernst and Young et Autres and (as from 1st June 2017) Mazars are the statutory auditors of the Issuer. C.M.S. Experts Associés and Ernst & Young et Autres have audited, and rendered unqualified reports on, the consolidated financial statements of the Issuer as at, and for the two years ended, 31 December 2015 and 31 December 2016. Ernst & Young et Autres and Mazars are registered as *Commissaires aux Comptes* (members of the *Compagnie Nationale des Commissaires aux Comptes* and the *Compagnie Régionale de Versailles*) and are regulated by the *Haut Conseil du Commissariat aux Comptes*. C.M.S. Experts Associés is registered as *Commissaires aux Comptes* (members of the *Compagnie Nationale des Commissaires aux Comptes* and the *Compagnie Régionale de Paris*) and are regulated by the *Haut Conseil du Commissariat aux Comptes*.
9. The estimated costs for the admission to trading are €11,000.

10. The yield in respect of the Bonds is 3 per cent. *per annum* and is calculated on the basis of the issue price of the Bonds. It is not an indication of future yield.
11. Save for any fees payable to the Managers as referred to in section “Subscription and Sale”, as far as the Issuer is aware, no person involved in the issue of the Bonds has an interest material to the issue.
12. As far as the Issuer is aware, there are no conflicts of interest between the duties of the manager (*gérant*), the members of the Supervisory Board (*Conseil de surveillance*) and their respective private interests and/or their respective other duties.
13. This Prospectus contains certain statements that are forward-looking including statements with respect to the Issuer’s and the Group’s business strategies, expansion and growth of operations, trends in the business, competitive advantage, and technological and regulatory changes, information on exchange rate risk and generally includes all statements preceded by, followed by or that include the words “believe”, “expect”, “project”, “anticipate”, “seek”, “estimate” or similar expressions. Such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and actual results may differ materially from those in the forward-looking statements as a result of various factors. Potential investors are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof.

PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE PROSPECTUS

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

Tikehau Capital
32, rue de Monceau
75008 Paris
France

Tel: +33 (0) 1 40 06 26 26

Tikehau Capital General Partner, *Gérant*, duly represented by:

Its Chairman, AF&Co,
represented in turn by its Chairman
Mr. Antoine Flamarion

Its Chief Executive Officer, MCH,
represented in turn by its Chairman
Mr. Mathieu Chabran



In accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and with the General Regulation (*Règlement général*) of the AMF, in particular Articles 211-1 to 216-1, the AMF has granted to this Prospectus the visa no. 17-607 on 23 November 2017. This Prospectus has been prepared by the Issuer and its signatories assume responsibility for it. In accordance with Article L.621-8-1-I of the French *Code monétaire et financier*, the visa has been granted following an examination by the AMF of “whether the document is complete and comprehensible, and whether the information in it is coherent”. It does not imply that the AMF has verified the accounting and financial data set out in it and the appropriateness of the issue of the Bonds.

REGISTERED OFFICE OF THE ISSUER

Tikehau Capital
32, rue de Monceau
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France

GLOBAL COORDINATORS & JOINT LEAD MANAGERS

Natixis

UniCredit Bank AG

JOINT LEAD MANAGERS

BNP Paribas

Société Générale

UBS Limited

Nomura International plc

CO-LEAD MANAGER

Banque Degroof Petercam SA

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