

Restated Final Terms Terms
as at 27 June 2013 to include the guarantee granted by GIE PSA Trésorerie on 27 June 2013 as to the due and punctual payment of any and all amounts due by the Issuer under the Notes as set out in Annex to these Final Terms dated 28 September 2011

For the avoidance of doubt, the terms and conditions of the Notes have not been, and are not being, amended, supplemented or varied further to the granting of the above mentioned guarantee.



PEUGEOT S.A.

(the **Issuer**)

Issue of €500,000,000 6.875 per cent. Notes due 30 March 2016

(the **Notes**)

Under the

€5,000,000,000

Euro Medium Term Note Programme

for the issue of Notes

SERIES NO: 3

TRANCHE NO: 1

BNP PARIBAS

DEUTSCHE BANK

HSBC

SOCIETE GENERALE CORPORATE & INVESTMENT BANKING

(the **Joint Lead Managers**)

The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Joint Lead Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Joint Lead Manager has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

The expression **Prospectus Directive** means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression **2010 PD Amending Directive** means Directive 2010/73/EU.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 16 May 2011 which received visa no. 11-159 from the *Autorité des marchés financiers* (the **AMF**) on 16 May 2011 and the supplement to the Base Prospectus dated 29 July 2011 which received visa no. 11-349 from the AMF on 29 July 2011 which together constitute a base prospectus for the purposes of the Prospectus Directive. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus as so supplemented. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus as supplemented. The Base Prospectus and the supplement to the Base Prospectus are available for viewing on the website of the AMF (www.amf-france.org), on the Issuer's website (www.psa-peugeot-citroen.com) and copies may be obtained from the Issuer at 75, avenue de la Grande Armée, 75016 Paris, France.

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|----|-----------------------------------|--|
| 1. | Issuer: | Peugeot S.A. |
| 2. | (i) Series Number: | 3 |
| | (ii) Tranche Number: | 1 |
| 3. | Specified Currency or Currencies: | Euro or € |
| 4. | Aggregate Nominal Amount: | |
| | (i) Series: | €500,000,000 |
| | (ii) Tranche: | €500,000,000 |
| 5. | Issue Price: | 99.588 per cent. of the Aggregate Nominal Amount |
| 6. | Specified Denominations: | €1,000 |
| 7. | (i) Issue Date: | 30 September 2011 |
| | (ii) Interest Commencement Date | Issue Date |

8.	Maturity Date:	30 March 2016
9.	Interest Basis:	6.875 per cent. Fixed Rate (further particulars specified below)
10.	Redemption/Payment Basis	Redemption at par
11.	Change of Interest or Redemption/Payment Basis:	Not Applicable
12.	Put/Call Options:	Not Applicable
13.	(i) Status of the Notes:	Senior Unsecured
	(ii) Date of corporate authorisations for issuance of Notes obtained:	Resolution of the <i>Conseil de Surveillance</i> (Supervisory Board) dated 16 September 2011, resolution of the <i>Directoire</i> (Management Board) dated 16 September 2011 and decision of Mr. Frédéric Saint-Geours dated 27 September 2011.
14.	Method of distribution:	Syndicated

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15.	Fixed Rate Note Provisions	Applicable
	(i) Rate of Interest:	6.875 per cent. per annum payable annually in arrear
	(ii) Interest Payment Date(s):	30 March in each year up to and including the Maturity Date commencing on 30 March 2012. There will be a short first coupon in respect of the interest period from, and including, the Interest Commencement Date to, but excluding, 30 March 2012 (the First Interest Period).
	(iii) Fixed Coupon Amounts:	€68.75 per €1,000 in Nominal Amount, subject to the provisions of subparagraph "Broken Amount(s)" below.
	(iv) Broken Amount(s):	€34.19 per €1,000 in Nominal Amount payable in respect of the First Interest Period.
	(v) Day Count Fraction (Condition 5(a)):	Actual/Actual ICMA
	(vi) Determination Dates (Condition 5(a)):	30 March in each year
	(vii) Other terms relating to the method of calculating interest for Fixed Rate Notes:	Not Applicable

16.	Floating Rate Note Provisions	Not Applicable
17.	Zero Coupon Note Provisions	Not Applicable
18.	Index-Linked Interest Note/other variable-linked interest Note Provisions	Not Applicable
19.	Dual Currency Note Provisions	Not Applicable

PROVISIONS RELATING TO REDEMPTION

20.	Call Option	Not Applicable
21.	Put Option	Not Applicable
22.	Change of Control Put Option	Applicable
23.	Final Redemption Amount of each Note	€1,000 per Note of €1,000 Specified Denomination
24.	Early Redemption Amount	
	(i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons (Condition 6(g)), for illegality (Condition 6(k)) or on event of default (Condition 9) or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions):	As set out in the Conditions
	(ii) Redemption for taxation reasons permitted on days others than Interest Payment Dates (Condition 6(g)):	Yes
	(iii) Unmatured Coupons to become void upon early redemption (Materialised Bearer Notes only) (Condition 7(f)):	Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25.	Form of Notes:	Dematerialised Notes
	(i) Form of Dematerialised Notes:	Bearer dematerialised form (<i>au porteur</i>)
	(ii) Registration Agent:	Not Applicable
	(iii) Temporary Global Certificate:	Not Applicable
	(iv) Applicable TEFRA exemption:	Not Applicable

26. Financial Centre(s) (Condition 7(h)) or other special provisions relating to Payment Dates: Not Applicable
27. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): No
28. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: Not Applicable
29. Details relating to Instalment Notes: Not Applicable
30. Redenomination, renominatisation and reconventioning provisions: Not Applicable
31. Consolidation provisions: Not Applicable
32. Masse (Condition 11): Applicable
- Representative:
 Alice Bonardi
 1-3, rue Taitbout
 75009 Paris
- Alternative Representative:
 Sophie Boittet
 1-3, rue Taitbout
 75009 Paris
- The representative will receive no remuneration.
33. Other final terms: Not Applicable

DISTRIBUTION

34. (i) If syndicated, names and addresses of Managers and underwriting commitments:
- BNP Paribas**
10 Harewood Avenue
London NW1 6AA
United Kingdom
- Underwriting commitment : €125,000,000
- Deutsche Bank AG, London Branch**
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom
- Underwriting commitment : €125,000,000
- HSBC Bank plc**
8 Canada Square
London E14 5HQ
United Kingdom
- Underwriting commitment : €125,000,000
- Société Générale**
29, boulevard Haussmann
75009 Paris
France
- Underwriting commitment : €125,000,000
- (ii) Date of Subscription Agreement: 28 September 2011
- (iii) Stabilising Manager(s) (if any): BNP Paribas
35. If non-syndicated, name and address of Dealer: Not Applicable
36. Additional selling restrictions: Not Applicable
37. Total commission and concession: 0.40 per cent. of the Aggregate Nominal Amount
38. U.S. Selling Restrictions: Category 2 restrictions apply to the Notes
39. Non exempt Offer: Not Applicable

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue and admission to trading on Euronext Paris of the Notes described herein pursuant to the €5,000,000,000 Euro Medium Term Note Programme of the Issuer.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms.

Signed on behalf of the Issuer:

By: *Jean-Baptiste de CHATILLON*

Duly authorised



REMY BAYLE


PART B – OTHER INFORMATION

1. Listing and Admission to Trading

- | | | |
|-------|---|---|
| (i) | Listing: | Euronext Paris |
| (ii) | Admission to trading: | Application has been made for the Notes to be admitted to trading on Euronext Paris with effect from the Issue Date |
| (iii) | Estimate of total expenses related to admission to trading: | €8,700 |
| (iv) | Additional publication of Base Prospectus and Final Terms: | Not Applicable |

2. Ratings

- | | |
|----------|---|
| Ratings: | The Notes to be issued are expected to be rated: |
| | Moody's: Baa3 |
| | S&P: BB+ |
| | Each of S&P and Moody's is established in the European Union and has applied for registration under Regulation (EC) No 1060/2009, although the result of such applications has not been determined. |

3. Notification

The *Autorité des marchés financiers* has provided the following competent authorities of host Member States with certificates of approval attesting that the Base Prospectus and the supplement dated 29 July 2011 have been drawn up in accordance with the Prospectus Directive:

- Financial Services Authority (FSA) as the relevant competent authority of the United Kingdom ;
- Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN) as the relevant competent authority of Germany ;
- Commission Bancaire, Financière et des Assurances (CBFA) as the relevant competent authority of Belgium ;
- Irish Financial Services Regulatory Authority as the relevant competent authority of the Republic of Ireland ;
- Netherlands Authority for the Financial Markets (AFM) as the relevant competent authority of the Netherlands ; and
- Finanzmarktaufsichtsbehörde (FMA) as the relevant competent authority of Austria.

4. Reasons for the Offer, Estimated Net Proceeds and Total Expenses

(i)	Reasons for the offer	Issuer's general corporate purposes
(ii)	Estimated net proceeds:	€495,940,000
(iii)	Estimated total expenses:	€8,700

5. Fixed Rate Notes only – Yield

Indication of yield: 7.00 per cent. per annum

This yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6. Operational Information

ISIN Code: FR0011124544

Common Code: 068598362

Any clearing system(s) other than Euroclear France, Euroclear Bank S.A./N.V. and Clearstream Banking Société Anonyme and the relevant identification number(s): Not Applicable

Delivery: Delivery against payment

Names and addresses of additional Paying Agent(s) (if any): Not Applicable

ANNEX

GUARANTEE OF GIE PSA TRESORERIE

1. GIE PSA Trésorerie (the “Guarantor”), a *groupement d'intérêt économique*, having its registered office at 75, avenue de la Grande Armée, 75116 Paris, France, registered with the *Registre du commerce et des sociétés* of Paris under number 377 791 967,

making express reference to (i) the €5,000,000,000 Euro Medium Term Note Programme (the “EMTN Programme”) established by Peugeot S.A., a *société anonyme à directoire et conseil de surveillance*, registered with the *Registre du commerce et des sociétés* of Paris under number 552 100 554 and having its registered office located at 75, avenue de la Grande Armée, 75116 Paris, France as issuer (the “Issuer”) pursuant to the Base Prospectus dated 8 June 2010 which received visa no. 10-165 from the *Autorité des marchés financiers* on 8 June 2010 and the supplements thereto (the “Base Prospectus”), (ii) the Final Terms dated 26 October 2010 (the “Final Terms Tranche 1”) of the Series No. 3 Tranche No. 1 €500,000,000 5.00 per cent Notes due 28 October 2016 (the “Tranche 1 Notes”) and (iii) the Final Terms dated 24 January 2011 (the “Final Terms Tranche 2” and together with the Final Terms Tranche 1 the “Final Terms”) of the Series No. 3 Tranche No. 2 €150,000,000 5.00 per cent Notes due 28 October 2016 assimilated (*assimilées*) and forming a single series with the Series No. 3 Tranche No. 1 €500,000,000 5.00 per cent Notes due 28 October 2016 (the “Tranche 2 Notes”) (such Tranche 1 Notes and Tranche 2 Notes (the “Series No. 3 Notes”), issued by the Issuer under the EMTN Programme (such Series No. 3 Notes, together with the notes of any other Tranche of such Series No. 3 issued on or after the date of this Guarantee and grouped in the same *Masse* as such Series No. 3 Notes pursuant to Clause 11(h) of the Conditions being referred to as the “Notes”) (iv) the terms and conditions of the Notes set forth in the Base Prospectus as completed by the Final Terms issued in respect of such other Tranche(s) (together the “Conditions”),

hereby irrevocably and unconditionally guarantees to the holders of the Notes (the “Noteholders”), grouped together in a single *Masse*, as joint and several guarantor (*caution solidaire*), in the event that, for whatever reason, the Issuer would not make, when due, a payment or repayment of principal, interest, fees, expenses, costs and ancillary charges (the “Guarantee”) due under any Note held by such Noteholders (including any additional amount due under Condition 8) at or prior to its stated maturity, the payment or repayment of any and all such sums, subject to the terms herein and in particular to the limitations and waivers set forth in paragraph 7 below.

The Guarantor expressly, irrevocably and unconditionally, renounces and waives any right which it may have to request the Noteholders or any of them (i) to first seek payment from the Issuer (*bénéfice de discussion* within the meaning of Articles 2298 to 2301 of the French *Code Civil*) and (ii) to make demand on, enforce or claim any share in any other guarantee or security (*bénéfice de division* within the meaning of Articles 2302 to 2304 of the French *Code Civil*) both with respect to any other principal debtors and/or co-obligors (*cofidéjusseurs*). The Guarantor thus undertakes to pay any Noteholder without having any right to require the Representative, acting on behalf of the Noteholders, to pursue the Issuer beforehand.

Acceptance of this Guarantee by the *Masse* of Noteholders will be made by the Representative (as defined below) on its behalf.

2. The Guarantor expressly agrees that this Guarantee shall continue in full force and effect notwithstanding any rescheduling (*prorogation d'échéance*), renewal (implied or not), amendment or modification of any of the clauses, terms or provisions of the Conditions, and the Guarantor hereby expressly waives any rights which it may have to claim that any such event operates as a novation as defined in Article 1271 and following of the French *Code Civil* or releases it from its obligations under this Guarantee, or, in the event of a rescheduling (*prorogation d'échéance*), entitles it to make any demand, claim or action in order to obtain from the Issuer the payment of amounts due in principal, interest, fees, expenses, costs and ancillary charges (including any additional amount due under Condition 8).

The Guarantor further expressly waives and renounces any rights which it may have to claim a novation and release under the Guarantee because of a change in the legal form of the Issuer or in the case of any merger, or other restructuring (*scission ou apport partiel d'actifs*), of the Issuer with another company even if such change, merger or other restructuring (*scission ou apport partiel d'actifs*) leads to the creation of a new legal entity in respect of claims arising on or after such change, merger or other restructuring (*scission ou apport partiel d'actifs*). Similarly, the Guarantor agrees that it shall continue to be bound by the terms of this Guarantee notwithstanding its merger with another company, any other restructuring (*scission ou apport partiel d'actifs*) or any modification of its legal form, even if such change, merger or other restructuring (*scission ou apport partiel d'actifs*) leads to the creation of a new legal entity in respect of claims arising on or after such change, merger or other restructuring (*scission ou apport partiel d'actifs*). This Guarantee shall continue in full force and effect should the Issuer or the Guarantor be subject to a general moratorium in relation to its debts, a judicial recovery or liquidation proceedings, or to any similar proceedings as described in Condition 9, or should the Guarantor and the Issuer cease to have any connection, legal or other, with each other.

3. The Guarantor's obligations as a *caution solidaire* under this Guarantee shall be irrevocable and unconditional, shall take effect as from the date hereof and shall continue to be in full force and effect until all sums due or which may become due to any Noteholder under or in connection with any Note have been fully paid and discharged, subject to the limitations set forth in paragraph 9 below.
4. The Issuer's financial situation as well as the existence and the preservation of other guarantees shall not constitute an essential condition (*condition essentielle et déterminante*) of the Guarantor's decision to enter into this Guarantee. The Guarantor acknowledges that it is fully aware of the Issuer's financial situation and that it has sufficient information to assess the same.
5. If any discharge or arrangement is made in respect of the obligations of the Guarantor or any security for those obligations or otherwise in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation, administration or any other proceedings or be reinstated or otherwise without limitation, the liability of the Guarantor under this Guarantee will continue or be reinstated as if the discharge or arrangement had not occurred.
6. This Guarantee may be called by written notice given to the Guarantor by the representative of the Noteholders (the "Representative"), acting in its sole discretion or upon request of any Noteholder, by registered letter. All payments or repayments made by the Guarantor under this Guarantee shall be made to the Fiscal Agent, on behalf of the relevant Noteholders, within two Business Days

following receipt of such notice. For the purpose hereof, "Business Day" has the meaning set forth in Conditions 5.

7. The Guarantor undertakes to the Noteholders to make the payments or repayments of all sums due by it under this Guarantee, in accordance with the provisions of the Base Prospectus. Furthermore, all payments or repayments made by the Guarantor to, or for the account of, each Noteholder under this Guarantee shall be made without any set-off against any sum otherwise due to the relevant Noteholder or the Representative, and without any deduction or withholding in France, unless such deduction or withholding is required by law.

If applicable law should require that payments of principal or interest due under this Guarantee are required to be subject to deduction or withholding in respect of any present or future taxes, duties whatsoever levied by or on behalf of the Republic of France, the Guarantor shall, to the fullest extent then permitted by law, pay such Additional Amounts as shall result in receipt by the Noteholder of such amounts as would have been received by them had no such withholding or deduction been required, except that no Additional Amount shall be payable in respect of any Note to a Noteholder or a beneficial owner (*ayant droit*) (i) who is liable to such taxes, in respect of such Note by reason of his having some connection with the Republic of France other than the mere holding of such Note, or (ii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26 and 27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive, or (iii) more than 30 days after the Relevant Date, except to the extent that the holder thereof would have been entitled to such additional amounts on such Notes on or before the thirtieth of such day, or (iv) who would be able to avoid such withholding or deduction by requesting payment under the relevant Note to another Paying Agent in a member of a State of the European Union.

8. Until all amounts due or which may become due to the Noteholders under or in connection with the Notes have been fully paid and discharged, the Guarantor (i) renounces and waives any rights which it may have to be subrogated to the rights of the Noteholders in respect of payments made by it under this Guarantee, if any, and (ii) undertakes that it shall not take any measures which could result in it competing with the Representative, acting on behalf of the Noteholders, against the Issuer, it being understood, however, that should the Issuer be subject to a judicial recovery or liquidation proceedings or to any similar proceedings as described in Condition 9, the Guarantor will not be entitled to file any claim in relation to its debt, unless a claim is filed in the same terms for the benefit of the Noteholders or any of them.
9. The obligations and liabilities of the Guarantor under this Guarantee shall be limited, at any time to an amount equal to the aggregate of all amounts directly or indirectly on-lent to the Guarantor from the proceeds of the Notes under intercompany loan agreements granted by the Issuer and outstanding at the date a payment is to be made by the Guarantor under this Guarantee; it being specified that any payment made by the Guarantor under this Guarantee shall reduce pro tanto the outstanding amount of the intercompany loans due by the Guarantor under the intercompany loan agreements referred to above and that any repayment of the intercompany loans by the Guarantor shall reduce pro tanto the amount payable under this Guarantee.

The Noteholders shall have no rights in connection with the Guarantee against any past, present or future members of the Guarantor pursuant to Article L.251-6 of the French Commercial Code or pursuant to the articles of association (*Contrat de Groupement*) of the Guarantor nor shall they have any recourse whatsoever against any such members of the Guarantor pursuant to such Article L.251-6 of the French Commercial Code or pursuant to the articles of association (*Contrat de Groupement*) of the Guarantor in the event of non-payment by the Guarantor under the Guarantee.

10. The Guarantee constitutes a direct, unconditional, unsecured and unsubordinated obligation of the Guarantor and (subject to such exceptions as are from time to time mandatory under French law) ranks and will rank equally and rateably with all other present or future unsecured and unsubordinated obligations of the Guarantor, including guarantees and other similar obligations, subject to the limitations set forth in paragraph 9 above.
11. The obligations of the Guarantor under this Guarantee shall extend in the same manner to each of its assigns or transferees of the rights and obligations of the Guarantor, provided that the Guarantor shall not assign or transfer its rights and obligations hereunder without the prior written approval of the Representative, acting on behalf of the Noteholders.
12. The rights and remedies of each Noteholder under this Guarantee may be exercised as often as necessary, are cumulative and not exclusive of its rights under the general law and may be waived only in writing. Delay in exercising or non-exercise of any right or remedy is not a waiver of that right or remedy. Single or partial exercise of any right or remedy will not prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy.
13. No term of this Guarantee may be amended or waived without the written agreement of the Representative, acting on behalf of the Noteholders.
14. The Guarantee is additional and does not prejudice to any other guarantees that have been granted or will be granted to any Noteholder by the Guarantor, the Issuer or any other third party.
15. All stamp duties, registration fees and expenses under or in connection with this Guarantee and its performance shall be borne by the Guarantor.
16. Unless otherwise defined herein, terms and expressions defined in the Base Prospectus shall have the same meaning as in this Guarantee, unless otherwise defined herein.
17. This Guarantee is governed by, and shall be construed in accordance with, French law. Any claim against the Guarantor in connection with the Guarantee may be brought before any competent court located with the jurisdiction of the *Cour d'Appel* of Paris.

On 27 June 2013

GIE PSA Tresorerie

By:

Accepted by the Representative, acting on behalf of the *Masse* of Noteholders

By: