

Prospectus Supplement n° 1 dated 7 September 2016 to the Base Prospectus dated 27 July 2016.

## **COMPAGNIE DE SAINT-GOBAIN**

*(incorporated in the Republic of France)*

**EUR 15,000,000,000**

### **MEDIUM TERM NOTE PROGRAMME**

This Prospectus Supplement n° 1 (the “**Prospectus Supplement**”) supplements the Base Prospectus dated 27 July 2016 (the “**Base Prospectus**”) and constitutes a prospectus supplement for the purposes of Article 16 of Directive 2003/71/EC of the European Parliament and the Council (the “**Prospectus Directive**”). This Prospectus Supplement has been prepared to make certain technical amendments to the section of the Base Prospectus entitled “Terms and Conditions of the Notes” and to incorporate by reference the Issuer’s consolidated financial statements for the six months ended 30 June 2016 and auditors’ review report thereon.

This Prospectus Supplement constitutes a supplement to, and should be read in conjunction with the Base Prospectus. Except where the context otherwise requires, the terms defined in the Base Prospectus have the same meaning when used in this Prospectus Supplement.

Saint-Gobain accepts responsibility for the information contained in this Prospectus Supplement. To the best of its knowledge (having taken all reasonable care to ensure that such is the case) the information contained in this Prospectus Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information. Saint-Gobain’s legal name is Compagnie de Saint-Gobain. It is a French *société anonyme* governed by Articles L. 210-1 et seq, of the French Commercial Code, with its head office at Les Miroirs, 18, avenue d’Alsace, 92400 Courbevoie, France (telephone number: +33(0)1 47 62 30 00). It is registered with the Nanterre Trade and Companies Registry under no. 542039532 (activity code APE 741J), Siret number 54203953200040.

To the extent that there is any inconsistency between (a) any statement in this Prospectus Supplement and (b) any other statement in the Base Prospectus, the statement in this Prospectus Supplement will prevail. Except as disclosed in this Prospectus Supplement, there has been no other significant new factor, material mistake or material inaccuracy relating to information included in the Base Prospectus since the publication of the Base Prospectus.

### **DOCUMENTS INCORPORATED BY REFERENCE**

The following documents shall be deemed to be incorporated in, and to form part of, the Base Prospectus:

- The Issuer’s unaudited consolidated financial statements for the six months ended 30 June 2016 and auditors’ review report thereon, which have been filed with the Financial Conduct Authority and which are included in the half-year financial report for the six months ended 30 June 2016 (the “**Half-year Financial Report 2016**”).

Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus Supplement shall not form part of this Prospectus Supplement for the purposes of the Prospectus Directive.

Any statement contained in the Base Prospectus or in any of the documents incorporated by reference in, and forming part of the Base Prospectus shall be deemed to be modified or superseded for the purpose of the Base Prospectus to the extent that a statement contained in any supplement thereto, including this Prospectus Supplement, or in any document subsequently incorporated by reference, including the documents incorporated by reference by this Prospectus Supplement, modifies or supersedes such statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute part of the Base Prospectus.

For ease of reference, the table below sets out the relevant page references for the English language version of the consolidated financial statements of the Issuer for the six months ended 30 June 2016, together with the English translation of the auditors' review report thereon. This English language version is a direct translation of the French language version of such documents. The non-incorporated parts of the documents incorporated by reference are either not relevant for investors or are covered elsewhere in the Base Prospectus.

**Issuer's Unaudited Consolidated Financial Statements for the six months ended 30 June 2016 and Auditors' Review Report thereon**

Consolidated Balance Sheet .....	Page 12 Half-year Financial Report 2016
Consolidated Income Statement .....	Page 13 Half-year Financial Report 2016
Consolidated Statement of Recognized Income and Expense .....	Page 14 Half-year Financial Report 2016
Consolidated Statement of Cash Flows .....	Page 15 Half-year Financial Report 2016
Consolidated Statement of Changes in Equity .....	Page 16 Half-year Financial Report 2016
Notes to the Consolidated Financial Statements.....	Pages 17-41 Half-year Financial Report 2016
Statutory Auditors' Review Report on the Financial Statements for the six months ended 30 June 2016 .....	Pages 42-45 Half-year Financial Report 2016

Copies of documents incorporated by reference may be obtained from (i) the website of the Issuer and (ii) the National Storage Mechanism (<http://www.morningstar.co.uk/uk/NSM>).

**AMENDMENTS TO THE BASE PROSPECTUS**

Set out below are the amendments to the section entitled "*Terms and Conditions of the Notes*" of the Base Prospectus.

The third and fourth paragraphs of sub-section (ii) (*Screen Rate Determination*) of the definition of "Relevant Time" in Condition 6.2(b) (*Rate of Interest for Floating Rate Notes (other than CMS Linked Notes)*) on pages 80 and 81 of the Base Prospectus (the paragraphs beginning "In case of LIBOR or EURIBOR..." and "If on any Interest Determination Date...", respectively) shall be deleted and replaced with the following:

[...] In case of LIBOR or EURIBOR, if the Relevant Screen Page is not available or if, in the case of Condition 6.2(b)(ii)(A) immediately above, no offered quotation appears or, in the case of Condition 6.2(b)(ii)(B) immediately above, fewer than three offered quotations appear, in each case as at the Specified Time, the Issuer (or such agent as may be appointed from time to time) shall request each of the Reference Banks to provide Issuer (or agent, as applicable) with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Issuer (or agent, as applicable) with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Issuer (or agent, as applicable).

If on any Interest Determination Date one only or none of the Reference Banks provides the Issuer (or such agent as may be appointed from time to time) with an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Issuer (or agent, as applicable) determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Issuer (or agent, as applicable) by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the London inter-bank market (if the Reference Rate is LIBOR) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Issuer (or agent, as applicable) with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Issuer (or agent, as applicable) it is quoting to leading banks in the London inter-bank market (if the Reference Rate is LIBOR) or the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

The first paragraph of Condition 9.3 (*Redemption at the Option of the Issuer (Issuer Call)*) shall be deleted and replaced with the following:

[...] If Issuer Call is specified in the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement), the Issuer may, having given:

- (i) not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 17 (Notices); and
- (ii) not less than 15 days before the giving of the notice referred to in (a) above, notice to the Agent and, in the case of a redemption of Registered Notes, the Registrar;

(which notices shall be irrevocable and shall specify the date fixed for redemption) redeem all or some only of the Notes then outstanding on any optional redemption date (the "Optional Redemption Date"), as specified in the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement), and at the Optional Redemption Amount(s) calculated in accordance with Condition 9.6. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement). In the case of a partial redemption of Notes, the Notes to be redeemed ("Redeemed Notes") will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion), and/or DTC, as applicable, in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "Selection Date"). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such

Redeemed Notes will be published in accordance with Condition 17 (Notices) not less than 15 days prior to the date fixed for redemption.