



DEED OF RECORD OF THE PROCEEDINGS IN A SHAREHOLDERS MEETING OF STELLANTIS N.V.

On the eighth day of March two thousand and twenty-one as of two in the afternoon, I, Dirk-Jan Jeroen Smit, civil law notary, officiating in Amsterdam, the Netherlands, virtually attended the extraordinary general meeting of shareholders of **Stellantis N.V.**, a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, and its corporate office address at Singaporestraat 92-1175 RA Lijnden, the Netherlands (the **Company**), virtually held and to be followed via a live webcast that was available on the Company's website (both the extraordinary general meeting of shareholders and the corporate body consisting of the shareholders and other persons with meeting rights present at that meeting are hereinafter referred to as: the **Meeting**), with the purpose of taking notarial minutes of the Meeting.

I, Dirk-Jan Jeroen Smit, civil law notary aforementioned, have recorded the following:

1. Opening:

Mr. John Elkann as **Chairman** of the Meeting (the **Chairman**), opened the Meeting at two hours post meridiem and welcomed all present. He explained that the Meeting was held in a virtual only format, considering the global pandemic.

The **Chairman** noted that the Meeting had been convened in accordance with the legal and statutory requirements and that I, Dirk-Jan Jeroen Smit, civil law notary aforementioned, was present at this Meeting for the purpose to prepare a notarial deed of record of the proceedings at the Meeting. Furthermore, the **Chairman** pointed out that as explained in the notice, due to the global outbreak of Covid-19, shareholders were not provided physical access to the Meeting.

The **Chairman** explained that the Meeting was convened to vote on the proposal to





make a distribution to the Company shareholders of up to approximately fifty-four million (54,000,000) shares in Faurecia S.A. (*Faurecia*) and cash – resulting from the sale of shares held in Faurecia prior to the closing of the merger between the Company (at the time named Fiat Chrysler Automobiles N.V. (hereinafter also referred to as *FCA*)) and Peugeot S.A. (*PSA*) (the *Merger*) – of up to approximately three hundred and eight million euros (EUR 308,000,000). The **Chairman** noted that the Faurecia distribution was the only voting item on the agenda.

The **Chairman** wanted to share a few thoughts on its rationale and significance before going through the proposal. First of all, the **Chairman** noted that the Faurecia distribution was another step in the execution of the agreement that led to the formation of the Company. In the fall of two thousand and twenty, a deal had been reached that would make the Faurecia shares available to all shareholders of the Company with a commitment to distribute them promptly after closing of the Merger. At the time, they amended certain terms of their Merger agreement and specifically, as known by the shareholders they set the special dividend to be distributed to the shareholders of FCA before closing at two point nine billion euros (EUR 2,900,000,000), from the previously announced five point five billion euros (EUR 5,500,000,000) and agreed that the stake in Faurecia would be distributed to all Company shareholders after closing of the Merger. That was a responsible solution to address the liquidity impact of Covid-19 that both companies had experienced and at the same time, it would also create an even stronger Company at inception, with all the resources needed to successfully execute its transformative strategy and become an industry leader in this new era of mobility. The **Chairman** explained that they were now implementing that agreement. Besides respecting their commitment, he also believed that this transaction would offer each company – the Company and Faurecia – the best potential for strategic development. The primary, – and strong rationale behind this operation was growth, autonomy and efficiency. The **Chairman** explained that for the Company this was the opportunity to fully focus on its unique project to address the global challenges of its industry and successfully capture the opportunities of a new, changing era ahead. For Faurecia, the distribution would provide a broader shareholder base and enable the Company to fully demonstrate its value. For the Company's shareholders, it meant that they would directly own a more liquid Faurecia stock, giving the chance to reap the fullest possible benefit from the operation. The **Chairman** wished the best to Faurecia as it pursued its strategy.

The **Chairman** then handed over to Mr. **Tavares**, the CEO (*Chief Executive Officer*), to provide the shareholders with more insights into Faurecia and the proposed distribution.

Mr. **Tavares** started by saying that Faurecia was a top ten global automotive supplier, a global leader in automotive technology. It supplied many automakers, including PSA and FCA (before the Merger), the Company (after completion of the





Merger), but also many others. The majority of its business was with other OEMs—*(Original Equipment Manufacturers)*. With two hundred and sixty-six (266) industrial sites, thirty-nine (39) R&D *(Research and Development)* centers and hundred and fourteen thousand (114,000) employees in thirty-five (35) countries, Faurecia was close to its customers. It excelled, in particular, in seating, interiors, interior modules, electronics and clean mobility. Mr. **Tavares** said for example look at Faurecia's "Cockpit of the Future" and it would be understood what it was all about: the cockpit was connected, versatile and immersive. Faurecia was also fully engaged in the energy transition with a focus on hydrogen. In short, Mr. **Tavares** said that it was an exciting company, with an exciting strategy. Mr. **Tavares** continued by noting that for many years PSA had held Faurecia shares—representing around half of Faurecia's equity and that Faurecia's shares were listed on the Euronext Paris stock exchange.

As part of the Merger, in December two thousand and nineteen it had been agreed that these Faurecia shares would be spun off.

Mr. **Tavares** then explained that in September two thousand and twenty, FCA and PSA had announced an amendment to their two thousand and nineteen agreement in order to address the liquidity impact on the automotive industry of the Covid-19 pandemic while preserving the economic value and fundamental balance of the original agreement. Specifically, the special dividend to be paid to FCA's shareholders was set at two point nine billion euros (EUR 2,900,000,000) (previously five point five billion euros (EUR 5,500,000,000)) and that it had been agreed that PSA's stake in Faurecia would be distributed to all shareholders of the Company promptly after closing, both former FCA and former PSA shareholders. He noted that this would be accomplished following approval by the board of directors of the Company (the *Board of Directors*) and the shareholders of the Company. Mr. **Tavares** noted that the Board of Directors had approved the Faurecia distribution on the seventeenth day of January two thousand and twenty-one. Prior to the completion of the Merger, PSA in late October two thousand and twenty had sold shares in Faurecia representing approximately seven per cent (7%) of Faurecia's share capital, with proceeds of just over three hundred million euros (EUR 300,000,000). As a result of the Merger, that cash was on the Company's balance sheet at the day of the Meeting, and the Company held the remaining Faurecia shares previously held by PSA representing around thirty-nine per cent (39%) of Faurecia's share capital. That was what was proposed to be distributed, in its entirety - both cash and Faurecia shares - to the Company's shareholders, if approved during the Meeting, to respect fully what had been agreed. Mr. **Tavares** said the spin-off of the Faurecia's shares would be effected the day after the Meeting and then the shareholders would hold both Company shares on the one hand and Faurecia shares on the other.





Mr. **Tavares** ended by giving a warm thanks to the Faurecia friends for all the successes that had been achieved together over the years. They had traveled a long road together. Faurecia had been created in nineteen hundred ninety-eight through the merger of two prominent French automotive component suppliers, Bertrand Faure and ECIA, the former components unit of PSA. PSA, as a shareholder, had sustained the profitable growth of Faurecia as well as the increase of its customer book and its technologies. Mr. **Tavares** wished the Faurecia teams great success in all of their future endeavors. For the Company, this was the opportunity to decrease their “legacy car maker” activities to focus on their transformation with disruptive business models to adapt to this changing world. Mr. **Tavares** said he looked forward to seeing everybody at the Company’s Annual General Meeting on the fifteenth day of April two thousand and twenty-one and left the floor to the **Chairman**.

The **Chairman** continued with the formalities of the Meeting and announced that:

- the Meeting would be held in English;
- Dirk-Jan Jeroen Smit, civil law notary, was appointed as secretary of the Meeting;
- the Meeting had been properly convened and the convocation for the Meeting had been published on the Company's website on the twenty-fifth day of January two thousand and twenty-one;
- as explained in the notice, due to the global outbreak of Covid-19, unfortunately the shareholders could not be given physical access to the Meeting;
- instead, those wishing to follow the Meeting had been given the opportunity to do so remotely, via the webcast that had been being publicly broadcasted live on the Company's website;
- the restrictions on physical presence at the Meeting also applied to the members of the Board of Directors; only Mr. **Tavares** and the **Chairman** were remotely present at the Meeting.

The **Chairman** explained that in order to facilitate as much interaction as possible during the Meeting, shareholders had been given the opportunity to submit written questions regarding the agenda item in advance of the Meeting. The relevant submission instructions had been published on the Company’s website. Very few properly submitted questions had been received prior to the deadline of the fifth day of March two thousand and twenty-one at two hours post meridiem. The **Chairman** noted that these questions would be addressed prior to the voting on the agenda item for this Meeting, to the extent appropriate in view of the orderly conduct of the Meeting and that the answers would be given orally in English. Shareholders who had properly submitted questions in advance would be given the opportunity to ask follow-up questions. He noted that follow-up questions could be sent via email to EGM2021@Stellantis.com. The email had to state the shareholder's first and last





name, the number of shares held by such shareholder and the bank or broker — statement proving the shareholder's shareholding at the record date of the Meeting, — being the twenty-eighth day before the Meeting (the *Record Date*). Shareholders — were requested to pose their follow-up questions in English and ultimately prior to the voting on agenda item two. The **Chairman** explained that these follow-up — responses should also be in English and that the Company would do its best to — answer these follow-up questions prior to the voting on agenda item two. —

The **Chairman** also explained that no votes could be cast during the Meeting. The — shareholders had been given the opportunity to exercise their voting rights prior to the Meeting via proxy or web procedure. The voting results in respect of agenda — item two would be given at the end of the discussion of agenda item two and would be published on the Company's website after the Meeting in compliance with — applicable laws and regulations. Only votes submitted before eleven hours post — meridiem on Monday, the first day of March two thousand and twenty-one, had been taken into account when calculating the voting results. —

The **Chairman** informed the Meeting that as at the Record Date the Company had — three billion one hundred nineteen million nine hundred thirty-four thousand six — hundred and ninety-five (3,119,934,695) issued and outstanding common shares and two hundred eight thousand six hundred and twenty-two (208,622) issued and — outstanding class B special voting shares in the share capital of the Company, with — an equal number of voting rights exercisable. —

The **Chairman** informed the Meeting that the total amount of two billion seventy- — six million four hundred eighty-seven thousand three hundred and thirty-five — (2,076,487,335) of all outstanding shares in the capital of the Company as at the — Record Date were present or represented at the Meeting. With that, in total, — approximately sixty-six point fifty-five per cent (66.55%) of all outstanding shares — in the capital of the Company were present or represented at the Meeting. Thus, the — total number of voting rights at the Meeting amounted to two billion seventy-six — million four hundred eighty-seven thousand three hundred and thirty-five — (2,076,487,335). —

The **Chairman** moved to agenda item two concerning the approval of the Faurecia — distribution. The **Chairman** announced to briefly introduce this agenda item and — that a further explanation on the Faurecia distribution was included in the — explanatory notes and the related Meeting materials which had been published on — the Company's website. —

The **Chairman** explained that as a result of the Merger completed earlier this year, — at the day of the Meeting the Company held a stake representing approximately — thirty-nine per cent (39%) of the shares in Faurecia. The **Chairman** said that — Faurecia was a global automotive supplier with a mission to develop technologies — for sustainable mobility and to create personalized experiences for the cockpit of the future, while at the same time offering solutions to meet the challenges of future —





generations. It was proposed that the Company would make a distribution to its shareholders, comprising a distribution in cash up to approximately three hundred and eight million euros (EUR 308,000,000) and a distribution in kind, up to approximately fifty-four million (54,000,000) Faurecia shares. Holders of the Company's common shares would receive a pro rata part of this distribution. The **Chairman** noted that as explained in the explanatory notes, and also discussed during the extraordinary general meeting of shareholders held on the fourth day of January two thousand and twenty-one, the Faurecia distribution would be carried out by means of a capital reduction. The implementation of the required legal steps would take place as soon as practicable after the Meeting had resolved upon the Faurecia distribution and the satisfaction of all Dutch law requirements. Before moving on to the voting, the **Chairman** announced that it was time to address the questions submitted by the Company shareholders prior to the Meeting. They had received questions on how to participate in the Meeting and how to vote. These questions had been answered by the investor relations department. They had also received questions relating to the proposed distribution, the answers to which could be found in the materials published for the Meeting (being the agenda, explanatory notes, information statement, questions and answers and other information published on the website). The few questions that were submitted in accordance with the instructions in the Meeting notice related to the object of the resolution tendered for approval and language and availability of hard copies of Meeting materials and in that respect, the **Chairman** noted the following:

- the proposal that had been submitted to the approval of the shareholders during the Meeting related to the distribution of cash and Faurecia ordinary shares as specified in the agenda and explanatory notes to holders of the Company common shares at the Record Date. Individual entitlements of shareholders or per share entitlements were to be determined based on the number of common shares of the Company at the Record Date;
- the Meeting materials had been provided in the English language and hardcopies of them would be provided by the Company's investor relations department to those who would request them and had provided evidence of their share ownership.

The **Chairman** requested Mr. **Fossati** to deal with questions that would be received during the Meeting, if any. Mr. **Fossati** announced that no follow-up questions had been received during the Meeting.

The **Chairman** moved on to the last part of the Meeting: the voting results. He informed the Meeting that the votes cast by proxy ahead of the Meeting had resulted in two billion sixty-eight million two hundred five thousand eight hundred and seventy-seven (2,068,205,877) votes cast in favour, being approximately ninety-nine point sixty-five thousand six hundred and forty-two per cent. (99.65642%), seven million one hundred thirty thousand three hundred and ninety-nine (7,130,399) votes





cast against, being approximately zero point thirty-four thousand three hundred and fifty-eight per cent. (0.34358%) and one million one hundred fifty-one thousand and fifty-nine (1,151,059) votes cast abstained. _____

With ninety-nine point sixty-five thousand six hundred and forty-two per cent. _____ (99.65642%) of the votes in favour of this resolution, the **Chairman** established that the proposal had been adopted. _____

The **Chairman** then noted that there were no further items to discuss or resolve _____ upon, which concluded the formal business of the Meeting, and therefore the _____ **Chairman** thanked all present and closed the Meeting at two hours and sixteen _____ minutes post meridiem. _____

Final. _____

In witness of the proceedings in the Meeting the original of this deed, which shall be retained by me, civil law notary, was executed in Amsterdam, the Netherlands, on _____ the ninth day of September two thousand and twenty-one. _____

(was signed)



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In accordance with Section 2:120 paragraph 5 of the Dutch Civil Code, the outcome of the votes on the proposals discussed at the meeting is as follows:

EXTRAORDINARY GENERAL MEETING

RESOLUTION	VOTES FOR	%	VOTES AGAINST	%	VOTES TOTAL	VOTES ABSTAIN
2.	2,068,205,877	99.66	7,130,399	0.34	2,076,487,335	1,151,059