



COMPAGNIE DE  
FINANCEMENT  
FONCIER  
CREDIT FONCIER GROUP

## COMPAGNIE DE FINANCEMENT FONCIER

**Euro 125,000,000,000**

### **Euro Medium Term Note Programme**

#### **for the issue of *Obligations Foncières* due from one month from the date of original issue**

Under the Euro Medium Term Note Programme described in this Base Prospectus (the “**Programme**”), Compagnie de Financement Foncier (the “**Issuer**”), subject to compliance with all relevant laws, regulations and directives, may from time to time issue *obligations foncières* (the “*Obligations Foncières*” or the “**Notes**”), benefiting from the statutory *privilège* created by Article L. 515-19 of the French *Code monétaire et financier*, as more fully described herein. No credit linked Notes will be issued under the Programme.

The aggregate nominal amount of Notes outstanding will not at any time exceed Euro 125,000,000,000 (or the equivalent in other currencies).

This Base Prospectus replaces and supersedes the Base Prospectus dated 26 June 2012 and the supplements thereto.

Application has been made to the *Autorité des marchés financiers* (the “**AMF**”) in France for approval of this Base Prospectus, in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* and, at the same time for the notification of a certificate of approval released to the *Commission de surveillance du secteur financier* in Luxembourg for Notes issued under the Programme to be listed and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, both of approval and notification being made in its capacity as competent authority under Article 212-2 of the *Règlement Général* of the AMF which implements the Directive 2003/71/EC of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading. References in this Base Prospectus to the “**Prospectus Directive**” shall include the amendments made by Directive 2010/73/EU (the “**2010 PD Amending Directive**”) to the extent that such amendments have been implemented in the relevant Member of the European Economic Area (the “**EEA**”).

Application may be made to Euronext Paris for Notes issued under the Programme for the period of 12 months from the date of this Base Prospectus to be listed and admitted to trading on Euronext Paris and/or to the competent authority of any other Member State of the EEA for Notes issued under the Programme to be listed and admitted to trading on a Regulated Market (as defined below) in such Member State. Euronext Paris is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EEC, appearing on the list of regulated markets issued by the European Commission (a “**Regulated Market**”). Notes which are not listed or admitted to trading on a regulated market, or which are not offered to the public, in a Member State of the EEA may be issued under the Programme and may also be listed on an alternative stock exchange or may not be listed at all. The relevant final terms (the “**Final Terms**”) (as defined in “**Summary of the Programme**”) in respect of the issue of any Notes will specify whether or not such Notes will be listed and admitted to trading and/or offered to the public (except in France where no offer to the public shall be made) and, if so, the relevant regulated market in the EEA where the Notes will be listed and admitted to trading and/or the Member State(s) in the EEA where the Notes will be offered to the public and will be published, if relevant, on the website of the regulated market where the admission to trading is sought, if the rules applicable to such regulated market so require.

Each time the Notes will be admitted to trading on Euronext Paris, the Notes will also be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange.

Notes may be issued either in dematerialised form (“**Dematerialised Notes**”) or in materialised form (“**Materialised Notes**”) as more fully described herein.

Dematerialised Notes will at all times be in book entry form in compliance with Articles L. 211-3 and R. 211-1 of the French *Code monétaire et financier*. No physical documents of title will be issued in respect of the Dematerialised Notes.

Dematerialised Notes may, at the option of the Issuer, be in bearer dematerialised form (*au porteur*) inscribed as from the issue date in the books of Euroclear France (“**Euroclear France**”) (acting as central depository) which shall credit the accounts of Account Holders (as defined in “**Terms and Conditions of the Notes - Form, Denomination, Title and Redenomination**”) including, Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depository bank for Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”), or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant holder, in either fully registered dematerialised form (*nominatif pur*), in which case they will be inscribed with a registration agent (appointed in the relevant Final Terms) for the Issuer, or in administered registered dematerialised form (*nominatif administré*) in which case they will be inscribed in the accounts of the Account Holders (as defined in “**Terms and Conditions of the Notes - Form, Denomination, Title and Redenomination**”) designated by the relevant holder of Notes.

Materialised Notes will be in bearer materialised form only and may only be issued outside France. A temporary global certificate in bearer form without interest coupons attached (a “**Temporary Global Certificate**”) will initially be issued in relation to Materialised Notes. Such Temporary Global Certificate will subsequently be exchanged for definitive Materialised Notes in bearer form (the “**Definitive Materialised Notes**”) on or after a date expected to be on or about the 40<sup>th</sup> day after the issue date of the Notes (subject to postponement as described in “**Temporary Global Certificates issued in respect of Materialised Notes**”) upon certification as to non-US beneficial ownership with, where applicable, coupons for interest attached.

Temporary Global Certificates will (a) in the case of a Tranche intended to be cleared through Euroclear and/or Clearstream, Luxembourg, be deposited on the issue date with a common depository for Euroclear and Clearstream, Luxembourg, (b) in the case of a Tranche intended to be cleared through Euroclear France, be deposited with Euroclear France as central depository, and (c) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear and/or Clearstream, Luxembourg and Euroclear France or delivered outside a clearing system, be deposited as agreed between the Issuer and the relevant Dealer (as defined below).

The Programme has been rated Aaa by Moody’s Investors Service (“**Moody’s**”) and AAA by Standard & Poor’s Ratings Services. It is expected that the Notes issued under the Programme will be rated AAA by Standard & Poor’s Ratings Services (“**S&P**”), by Fitch Ratings (“**Fitch**”) and Aaa by Moody’s. Each of S&P, Fitch and Moody’s is established in the European Union, registered under Regulation (EC) No.1060/2009 on credit ratings agencies, as amended (the “**CRA Regulation**”) and included in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority ([www.esma.europa.eu/page/List-registered-and-certified-CRAs](http://www.esma.europa.eu/page/List-registered-and-certified-CRAs)). The relevant Final Terms will specify whether or not such credit ratings are issued by a credit rating agency established in the European Union and registered under the CRA Regulation. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

The final terms of the Notes will be determined at the time of the offering of each Tranche and will be set out in the relevant Final Terms.

Copies of the documents incorporated by reference can be obtained without charge from the registered office of the Issuer and are also published on the Issuer’s website ([www.foncier.fr](http://www.foncier.fr)).

Arranger  
**DEUTSCHE BANK**  
Dealers

BARCLAYS  
BOFA MERRILL LYNCH  
CRÉDIT AGRICOLE CIB  
CREDIT SUISSE  
HSBC  
MORGAN STANLEY  
NOMURA  
THE ROYAL BANK OF SCOTLAND  
UBS INVESTMENT BANK

BNP PARIBAS  
COMMERZBANK  
CRÉDIT FONCIER DE FRANCE  
DEUTSCHE BANK  
J.P. MORGAN  
NATIXIS  
SOCIÉTÉ GÉNÉRALE CORPORATE & INVESTMENT  
BANKING

The prospectus as defined in Article 5.4 of the Prospectus Directive consists in (a) this base prospectus (the “Base Prospectus”) containing the base terms and conditions of the Notes to be issued under the Programme, together with any supplements thereto published from time to time (each a “Supplement” and together the “Supplements”) and (b) the Final Terms of the Notes.

This Base Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see “Documents Incorporated by Reference”).

No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers or the Arranger (as defined in “Summary”). Neither the delivery of this Base 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 Base 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 Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme 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.

The Issuer has undertaken with the Dealers to amend or supplement this Base Prospectus or publish a new Base Prospectus if and when the information herein should become materially inaccurate or incomplete.

The distribution of this Base Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer, the Dealers and the Arranger to inform themselves about and to observe any such restriction.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”) or with any security regulation authority of any state or other jurisdiction of the United States and include Materialised Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered or sold or, in the case of Materialised Notes delivered within the United States or to U.S. persons (as defined in Regulation S under the Securities Act (“Regulation S”)) or, in the case of Materialised Notes in bearer forms the U.S. Internal Revenue Code of 1986, as amended (the “U.S. Internal Revenue Code”).

**THE NOTES ARE BEING OFFERED OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN RELIANCE ON REGULATION S.**

For a description of certain restrictions on offers and sales of Notes and on distribution of this Base Prospectus, see “Subscription and Sale”.

This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer, the Arranger or the Dealers to subscribe for, or purchase, any Notes.

The Arranger and the Dealers have not separately verified the information contained in this Base Prospectus. None of the Dealers or the Arranger makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Base Prospectus. Neither this Base Prospectus nor any other financial statements nor any other information incorporated by reference 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, the Arranger or the Dealers that any recipient of this Base Prospectus or any other financial statements or any information incorporated by reference should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.

In connection with the issue of any Tranche (as defined in “Summary”), the Dealer or Dealers (if any) named as the stabilising manager(s) (the “Stabilising Manager(s)”) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment shall be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with applicable laws and rules.

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to “€”, “Euro”, “EUR” are to the currency which was introduced as of 1 January 1999 with the start of the third stage of the European Economic and Monetary Union by which date the Euro became the legal currency in eleven Member States of the European Union, references to “£”, “pounds sterling”, “GBP” and “Sterling” are to the lawful currency of the United Kingdom, references to “\$”, “USD” and “US Dollars” are to the lawful currency of the United States of America, references to “HKD”, “Hong Kong Dollars” are to the lawful currency of Hong Kong, “¥”, “JPY” and “Yen” are to the lawful currency of Japan, references to “CHF” and “Swiss Francs” are to the lawful currency of the Helvetic Confederation, references to “NOK” are to the lawful currency of Norway and references to “CAD” and “Canadian Dollars” are to the lawful currency of Canada.

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## SUMMARY

*Summaries are made up of disclosure requirements known as “Elements” the communication of which is required by Annex XXII of Regulation (EC) No 809/2004 of 29 April 2004 as amended by Commission Delegated Regulation (EU) No 486/2012 of 30 March 2012 and Commission Delegated Regulation (EU) No 862/2012 of 4 June 2012. These Elements are numbered in Sections A – E (A.1 – E.7). This summary contains all the Elements required to be included in a summary for this type of securities and for Compagnie de Financement Foncier (the “**Issuer**”). Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding such Element. In this case a short description of the Element is included in the summary and marked as “Not applicable”.*

*This summary is provided for purposes of the issue by the Issuer of the Notes of a denomination of less than Euro 100,000 which are offered to the public or admitted to trading on a Regulated Market of the European Economic Area (the “**EEA**”). The issue specific summary relating to this type of Notes will be annexed to the relevant Final Terms and will comprise (i) the information below with respect to the summary of the Base Prospectus and (ii) the information below included in the items "issue specific summary" and which will be completed at the time of each issue.*

<b>Section A - Introduction and warnings</b>		
<b>A.1</b>	<b>General disclaimer regarding the summary</b>	This summary must be read as an introduction to this Base Prospectus. Any decision to invest in the Notes should be based on a consideration by any investor of the Base Prospectus as a whole, including any documents incorporated by reference and any supplement from time to time. Where a claim relating to information contained in this Base Prospectus is brought before a court, the plaintiff may, under the national legislation of the Member State of the EEA where the claim is brought, be required to bear the costs of translating this Base Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus or it does not provide, when read together with the other parts of this Base Prospectus, key information in order to aid investors when considering whether to invest in the Notes.
<b>A.2</b>	<b>Information regarding consent by the Issuer to the use of the Prospectus</b>	In the context of any offer of Notes in the Grand Duchy of Luxembourg and/or any other Member State of the EEA specified in the applicable Final Terms (the “ <b>Public Offer Jurisdictions</b> ”) that is not within an exemption from the requirement to publish a prospectus under the Prospectus Directive, as amended, (a “ <b>Public Offer</b> ”), the Issuer consents to the use of this Base Prospectus and the relevant Final Terms (together with the Base Prospectus, the “ <b>Prospectus</b> ”) in connection with a Public Offer of any Notes during the offer period specified in the relevant Final Terms (the “ <b>Offer Period</b> ”) and in the Public Offer Jurisdiction(s) specified in the relevant Final Terms by any financial intermediary duly authorised designated in such Final Terms (each an “ <b>Authorised Offeror</b> ”). The consent referred to above relates to Offer Periods (if any) ending no later than the date falling 12 months from the date of the approval of the Base Prospectus by the <i>Autorité des marchés financiers</i> .

		<p><b>The Terms and Conditions of the Public Offer shall be provided to investors by that Authorised Offeror at the time of the Public Offer. Neither the Issuer nor any of the Dealers (as defined below) or other Authorised Offerors has any responsibility or liability for such information.</b></p> <p>References in this Base Prospectus to “<b>Permanent Dealers</b>” are to the persons listed as Dealers (as defined below) and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and to “<b>Dealers</b>” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.</p> <p><b>Issue specific Summary:</b></p> <p>[In the context of the offer of the Notes in [●] (“<b>Public Offer Jurisdiction[s]</b>”) which is not made within an exemption from the requirement to publish a prospectus under the Prospectus Directive, as amended (the “<b>Public Offer</b>”), the Issuer consents to the use of the Prospectus in connection with such Public Offer of any Notes during the period from [●] until [●] (the “<b>Offer Period</b>”) and in the Public Offer Jurisdiction[s] by [●] / [any financial intermediary] (the “<b>Authorised Offeror[s]</b>”). [The Authorised Offeror[s] must satisfy the following conditions: [●]]]</p> <p><b>The Terms and Conditions of the Public Offer shall be provided to Investors by that Authorised Offeror at the time of the Public Offer. Neither the Issuer nor any of the Dealers or other Authorised Offerors has any responsibility or liability for such information.]</b></p> <p>[Not applicable]]</p>
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<b>Section B – Issuer</b>		
<b>B.1</b>	<b>Legal and commercial name of the Issuer</b>	Compagnie de Financement Foncier (“ <b>Compagnie de Financement Foncier</b> ” or the “ <b>Issuer</b> ” or the “ <b>Company</b> ”).
<b>B.2</b>	<b>Domicile and legal form of the Issuer, the legislation under which the Issuer operates and its country of incorporation</b>	Compagnie de Financement Foncier (AAA/Aaa/AAA) is a credit institution that was licensed by the French <i>Autorité de contrôle prudentiel</i> (formerly known as <i>Comité des Établissements de Crédit et des Entreprises d’Investissement</i> ) on 23 July 1999, as a finance company ( <i>société financière</i> ) and a <i>société de crédit foncier</i> (a specific type of company authorised to issue French legal covered bonds). It is therefore governed by the legislation applicable to credit institutions and, as a <i>société de crédit foncier</i> , it is also governed by Articles L. 515-13 to L. 515-33 of the French <i>Code monétaire et financier</i> . Its registered office is located at 19, rue des Capucines, 75001 Paris.
<b>B.4b</b>	<b>Description of any known trends</b>	Not Applicable. No significant deterioration has affected the outlook of the company since its last financial report was audited and published.

	<b>affecting the Issuer and the industries in which it operates</b>																									
<b>B.5</b>	<b>A description of the Issuer's Group and the Issuer's position within the Group</b>	<p>Compagnie de Financement Foncier is a fully-owned subsidiary of Crédit Foncier (A-/A2/A+) and an affiliate of BPCE (A/A2/A+), the "central body" of Groupe BPCE, which, with 19 Banques Populaires and 17 Caisses d'Epargne, constitutes one of France's largest banking groups.</p> <p>The merger of holding companies previously owned by the Banques Populaires (BP Participations) and the Caisses d'Epargne (CE Participations) on 5 August 2010 within the central institution (BPCE) led to Crédit Foncier's direct consolidation by Groupe BPCE, the second French banking group (<i>by number of branches (source: database, 2011 bank websites). No. 2 by market share of customer savings and customer loans (source: Banque de France Q3-2012). No. 2 in terms of penetration rate with professional customers and individual entrepreneurs (source: Pepites CSA 2011-2012 survey).</i>).</p>																								
<b>B.9</b>	<b>Profit forecast or estimate</b>	<p>Not Applicable.</p> <p>Compagnie de Financement Foncier does not disclose any profit forecast or estimate.</p>																								
<b>B.10</b>	<b>Qualifications in the auditors' report</b>	<p>Not Applicable.</p> <p>The statutory auditors' reports on the financial statements of Compagnie de Financement Foncier for the years ended 31 December 2012 and 31 December 2011 do not contain any qualifications.</p>																								
<b>B.12</b>	<b>Selected historical key financial information</b>	<p>There has been no material adverse change in the financial position or prospects of the Compagnie de Financement Foncier since the date of its last published audited financial statements.</p> <p>There has been no significant changes in the financial or trading position of the Compagnie de Financement Foncier since the end of the last financial period for which audited financial information has been published.</p> <p><b>The following tables show the key figures related to the balance sheet of the Compagnie de Financement Foncier as at 31 December 2012 and 31 December 2011:</b></p> <p><b><u>Simplified economic balance sheet at 31 December 2012 (total balance sheet: euro 100.8 billion)</u></b></p> <table border="1"> <thead> <tr> <th></th> <th>€ Billion</th> <th>% Balance sheet</th> <th></th> <th>€ Billion</th> <th>% Balance sheet</th> </tr> </thead> <tbody> <tr> <td><b>Mortgage loans</b></td> <td><b>31.7</b></td> <td><b>31.4%</b></td> <td><b>Privileged resources</b></td> <td><b>85.2</b></td> <td><b>84.5%</b></td> </tr> <tr> <td>Mortgage loans and related items</td> <td>26.4</td> <td>26.2%</td> <td><i>Obligations foncières</i></td> <td>84.4</td> <td>83.8%</td> </tr> <tr> <td><u>European senior residential mortgage-backed securities</u></td> <td>5.3</td> <td>5.2%</td> <td>Other privileged resources</td> <td>0.8</td> <td>0.7%</td> </tr> </tbody> </table>		€ Billion	% Balance sheet		€ Billion	% Balance sheet	<b>Mortgage loans</b>	<b>31.7</b>	<b>31.4%</b>	<b>Privileged resources</b>	<b>85.2</b>	<b>84.5%</b>	Mortgage loans and related items	26.4	26.2%	<i>Obligations foncières</i>	84.4	83.8%	<u>European senior residential mortgage-backed securities</u>	5.3	5.2%	Other privileged resources	0.8	0.7%
	€ Billion	% Balance sheet		€ Billion	% Balance sheet																					
<b>Mortgage loans</b>	<b>31.7</b>	<b>31.4%</b>	<b>Privileged resources</b>	<b>85.2</b>	<b>84.5%</b>																					
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<u>European senior residential mortgage-backed securities</u>	5.3	5.2%	Other privileged resources	0.8	0.7%																					

		<b>Public sector exposures</b>	<b>51.7</b>	<b>51.4%</b>	<b>Non-privileged resources</b>	<b>15.6</b>	<b>15.5%</b>
		Mortgage loans guaranteed by the French state or a European public institution	11.6	11.5%	Unsecured debt	9.9	9.8%
		French public sector loans	19.4	19.2%	Subordinated debt and similar debt	3.8	3.8%
		International public sector values	20.8	20.7%	<i>of which redeemable subordinated notes (RSN)</i>	2.1	2.1%
		<b>Other assets and replacement values</b>	<b>17.4</b>	<b>17.2%</b>	<i>of which super-subordinated notes</i>	<i>1.4</i>	<i>1.3%</i>
		Replacement values	13.3	13.2%	<b>Shareholder's equity, Provisions and FRBG<sup>1</sup></b>	<b>1.9</b>	<b>1.9%</b>
		Other assets	4.1	4.0%			
		<b>TOTAL ASSETS</b>	<b>100.8</b>	<b>100.0%</b>	<b>TOTAL LIABILITIES</b>	<b>100.8</b>	<b>100.0%</b>
					Regulatory capital	3.2	3.2%
		<b><u>Liabilities benefiting from the <i>privilège (obligations foncières)</i> as at 31 December 2012</u></b>					
		- Issued in 2012: Euro 8.1 billion					
		- Liabilities benefiting from the <i>privilège</i> : Euro 85 billion with Euro 84 billion in <i>obligations foncières</i> .					
		<b><u>Simplified balance sheet at 31 December 2011 (total balance sheet: euro 105.8 billion)</u></b>					
			<b>€ Billion</b>	<b>% Balance sheet</b>		<b>€ Billion</b>	<b>% Balance sheet</b>
		<b>Mortgage loans</b>	<b>36.2</b>	<b>34.2%</b>	<b>Privileged resources</b>	<b>91.1</b>	<b>86.1%</b>
		Mortgage loans and related items	26.0	24.6%	<i>Obligations foncières</i>	89.8	84.9%
		European senior residential mortgage-backed securities	10.2	9.6%	Other privileged resources	1.3	1.2%
		<b>Public sector exposures</b>	<b>51.7</b>	<b>48.9%</b>	<b>Non-privileged resources</b>	<b>14.7</b>	<b>13.9%</b>
		Mortgage loans guaranteed by the French state or a European public institution	10.0	9.4%	Unsecured debt	8.8	8.4%
		French public sector loans	18.1	17.1%	Subordinated debt and similar debt	4.0	3.8%

<sup>1</sup> Fonds pour risques bancaires généraux (Fund for General Banking Risks).



	International public sector values	23.7	22.4%	<i>of which redeemable subordinated notes (RSN)</i>	2.1	2.0%
	<b>Other assets and replacement values</b>	<b>17.9</b>	<b>16.9%</b>	<i>of which super-subordinated notes</i>	<i>1.4</i>	<i>1.3%</i>
	Replacement values	14.6	13.8%	<i>Shareholder's equity, Provisions and FRBG</i>	<i>1.8</i>	<i>1.7%</i>
	Other assets	3.3	3.1%			
	<b>TOTAL ASSETS</b>	<b>105.8</b>	<b>100.0%</b>	<b>TOTAL LIABILITIES</b>	<b>105.8</b>	<b>100.0%</b>
				<b>Regulatory capital</b>	<b>3.2</b>	<b>3.0%</b>
	<b><u>Liabilities benefiting from the <i>privilège (obligations foncières)</i> as at 31 December 2011</u></b>					
	<ul style="list-style-type: none"> <li>- Issued in 2011: Euro 8.7 billion</li> <li>- Liabilities benefiting from the <i>privilège</i>: Euro 91 billion with Euro 90 billion in <i>obligations foncières</i></li> </ul> <p style="text-align: center;"><b>The following table shows certain key performance indicators of the Compagnie de Financement Foncier as at 31 December 2012 and 31 December 2011:</b></p>					
				<b>2012</b>	<b>2011</b>	
	Net income			€132.6 million	€108.1 million	
	Regulatory overcollateralization ratio			113.7%	110.6%	
	Average LTV of mortgage loans			65.7%	61.6%	
	<b>The following table shows key figures related to the eligible assets of the Compagnie de Financement Foncier as at 31 December 2012:</b>					
	<b><u>Eligible assets as at 31 December 2012 (total: euro 100.8 billion)</u></b>					
				<b>€ billions</b>	<b>%</b>	
	<b>Mortgage loans</b>			<b>31.7</b>	<b>31.4%</b>	
	Mortgage loans and related terms			26.4	26.2%	
	European <i>senior</i> residential mortgage-backed securities			5.3	5.2%	
	<b>Public sector exposures</b>			<b>51.7</b>	<b>51.4%</b>	
	Mortgage loans guaranteed by the French state or a European public institution			11.6	11.5%	
	French public sector loans			19.4	19.2%	
	International public sector values			20.8	20.7%	
	<b>Other assets and replacement values</b>			<b>17.4</b>	<b>17.2%</b>	
	Replacement values			13.3	13.2%	
	Other assets			4.1	4.0%	
	<b>Total assets</b>			<b>100.8</b>	<b>100.00%</b>	

Including the direct and indirect public guarantees on certain outstanding loans also backed by real estate collateral, in particular loans secured by the FGAS, the assets secured by a public guarantee represented €51.7 billion at 31 December 2012, and 51% of total assets.

**Eligible assets as at 31 December 2011 (total: euro 105.78 billion)**

	€ billions	%
<b>Mortgage loans</b>	<b>36.21</b>	<b>34.2%</b>
Mortgage loans and related terms	26.03	24.6%
European <i>senior</i> residential mortgage-backed securities	10.18	9.6%
<b>Public sector exposures</b>	<b>51.71</b>	<b>48.9%</b>
Mortgage loans guaranteed by the French state or a European public institution	9.99	9.4%
French public sector loans	18.6	17.1%
International public sector securities	23.66	22.4%
<b>Other assets and replacement securities</b>	<b>17.86</b>	<b>16.9%</b>
Replacement securities	14.58	13.8%
Other assets	3.28	3.1%
<b>Total assets</b>	<b>105.78</b>	<b>100.00</b>

By taking into account the direct and indirect public guarantees on certain outstanding loans also backed by real estate collateral, especially loans secured by the FGAS guarantee fund, the assets secured by a public guarantee represented € 51.71 billion at 31 December 2011, and 48.9% of all assets.

**The following quarterly financial information is un-audited and has not been reviewed:**

**Financial information as at 31 March 2013 and as at 31 March 2012**

Assets	31 March 2013	31 March 2012
	(EUR thousands)	
Cash due from central banks and post office accounts	1,000,007	8,710
Due from banks	16,894,304	23,425,902
Customers loans	41,106,654	40,279,425
Bonds and other fixed income securities	32,480,039	40,448,526
Shares / fixed assets	–	–
Other assets	6,402	71,230
Prepayments deferred charges and accrued income	3,608,207	2,536,805
<b>Total Assets</b>	<b>95,095,613</b>	<b>106,770,598</b>

		<b>Liabilities and Equity</b>	<b>31 March 2013</b>	<b>31 March 2012</b>
			<b>(EUR thousands)</b>	
		Cash due to central banks and post office accounts	–	–
		Due to banks	3,810,155	5,634,392
		Customer deposits	64,327	8,998
		Debt securities	79,285,903	89,853,507
		Other liabilities	4,132,765	3,551,609
		Accruals and deferred income	2,463,490	2,420,123
		Provisions for liabilities and charges	15,797	7,757
		Subordinated debt	3,458,820	3,460,019
		Equity including fund for general banking risks	1,864,356	1,834,193
		<b>Total Liabilities and Equity</b>	<b>95,095,613</b>	<b>106,770,598</b>
		<b>Off-Balance Sheet</b>	<b>31 March 2013</b>	<b>31 March 2012</b>
			<b>(EUR thousands)</b>	
		Commitments given :	2,037,395	3,188,131
		Commitments received :	11,201,598	10,529,546
<b>B.13</b>	<b>Recent material events relevant to the evaluation of the Issuer's solvency</b>	<p>Not Applicable.</p> <p>Compagnie de Financement Foncier did not record any recent events that significantly impact the evaluation of its solvency.</p>		
<b>B.14</b>	<b>Extent to which the Issuer is dependent upon other entities within the Group</b>	<p>As stipulated by law, Compagnie de Financement Foncier draws on the technical and human resources of its parent company under agreements binding the two companies. These agreements, which are regulated as defined by Article L. 225-38 of the French <i>Code de commerce</i>, cover all of the Compagnie de Financement Foncier's activities.</p> <p>The texts as drafted take into account the special nature of the relationship between Crédit Foncier de France and its subsidiary Compagnie de Financement Foncier.</p> <p>The principal business of Crédit Foncier de France is to grant mortgage loans to individuals and real estate professionals, grant loans to local authorities, provide structured financing and to issue bonds to finance these loans.</p>		
		<p>Crédit Foncier de France transferred to Compagnie de Financement Foncier all its property commitments and pledged assets to the CECEI pursuant to Article 110 of law 99-532 of 25 June 1999.</p> <p>After having been affiliated with the Groupe Caisse d'Epargne between 1999 and 2009, Crédit Foncier became affiliated in 2009 with Groupe BPCE, which resulted from the merger of Groupe Caisse d'Epargne and Groupe Banque</p>		

		<p>Populaire. Since 5 August 2010, Crédit Foncier has been fully owned by the Central institution BPCE.</p> <p>Seventeen agreements have been entered into by Crédit Foncier de France and Compagnie de Financement Foncier, namely:</p> <ul style="list-style-type: none"> <li>- a framework agreement, setting forth the general principles;</li> <li>- an agreement for loan assignments;</li> <li>- an agreement for loan servicing and recovery;</li> <li>- an agreement governing financial services;</li> <li>- an asset/liability management (ALM) agreement;</li> <li>- an administrative and accounting management agreement;</li> <li>- a service agreement on internal control and compliance;</li> <li>- an agreement related to the implementation of information technology services;</li> <li>- an agreement concerning human resources;</li> <li>- an agreement concerning compensation for services;</li> <li>- an agreement related to settlement bank services;</li> <li>- an guarantee agreement for adjustable-rate loans;</li> <li>- a guarantee and compensation agreement;</li> <li>- an agreement regarding the disbursing agent;</li> <li>- an agreement regarding deeply subordinated notes (transformation of participation loans);</li> <li>- an agreement related to redeemable subordinated notes;</li> <li>- an agreement relating to the assignment of mortgage ranking/priority;</li> </ul> <p>and three agreements between Crédit Foncier, Compagnie de Financement Foncier and a third-party:</p> <ul style="list-style-type: none"> <li>- an agreement relating to management and collection of loans subsidised by the French State;</li> <li>- renewal of the agreement for introductory source (between BPCE, Caisses d'Épargne and Crédit Foncier);</li> <li>- an agreement relating to the fiscal integration between Crédit Foncier, Compagnie de Financement Foncier and BPCE.</li> </ul>
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<b>B.15</b>	<b>Principal activities of the Issuer</b>	<p>Compagnie de Financement Foncier's sole activity is to acquire and refinance eligible assets.</p> <p>The eligibility criteria for <i>sociétés de crédit foncier's</i> assets are defined in Articles L. 515-14 to L. 515-17 of the Code. The following assets are eligible:</p> <ul style="list-style-type: none"> <li>- loans secured by a first-ranking mortgage or equivalent guarantee, when the underlying property is located in the European Economic Area or in a country with the highest credit rating;</li> <li>- exposures to or guaranteed by public authorities (public entities, local authorities, etc.) in the European Economic Area, or located in Switzerland, the United States of America, Canada, Japan, Australia and New Zealand, and when they directly or indirectly have a step one credit rating;</li> <li>- replacement values (limited to 15% of the nominal amount of obligations foncières and other resources benefiting from the preferential claim): securities and deposits that are sufficiently safe and liquid.</li> </ul> <p>All eligible assets are carried by the <i>société de crédit foncier</i> in a dedicated balance sheet separate from the parent company's.</p> <p>In order to refinance these assets, the Compagnie de Financement Foncier issues AAA/Aaa/AAA rated <i>obligations foncières</i> and raises other resources which may or may not benefit from the <i>privilège</i> as defined by Article L. 515-19 of the French <i>Code monétaire et financier</i>.</p>
<b>B.16</b>	<b>Extent to which the Issuer is directly or indirectly owned or controlled</b>	<p>Nearly all of the share capital of the Company is held by Crédit Foncier. As required by the by-laws of the Company, each member of the Board of Directors must own at least one share during his or her term of office.</p>

B.17	<b>Credit ratings assigned to the Issuer or its debt securities</b>	<p>Compagnie de Financement Foncier’s long-term credit rating is A-, A2 and A+ by Standard &amp; Poor’s Ratings Services (“<b>Standard &amp; Poor’s</b>”), Moody’s Investors Service (“<b>Moody’s</b>”) and Fitch Ratings (“<b>Fitch Ratings</b>”), respectively. The Program is rated AAA by Standard &amp; Poor’s and Aaa by Moody’s.</p> <p>S&amp;P, Moody’s and Fitch, which are established in the European Union and registered under Regulation (EC) No. 1060/2009 on credit ratings agencies (the “<b>CRA Regulation</b>”), as amended by Regulation (EU) No. 513/2011, and included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority’s website</p> <p>The rating (if any) of the Notes will be specified in the Final Terms.</p> <p>A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p> <p><i>Issue specific summary:</i></p> <p>Credit ratings: [Not applicable/The Notes to be issued [have been/are expected to be] rated:</p> <p>[S&amp;P: [●]]</p> <p>[Fitch: [●]]</p> <p>[Moody's: [●]]</p>
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Section C - Securities		
C.1	<b>Type, class and identification number of the Notes</b>	<p>Up to Euro 125,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time pursuant to the Euro Medium Term Note Programme arranged by Deutsche Bank AG, Paris Branch (the “<b>Programme</b>”).</p> <p>The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “<b>Series</b>”) having one or more issue dates and on terms otherwise identical, the Notes of each Series being intended to be interchangeable or identical (other than in respect of the first payment of interest, the issue date, the issue price and the nominal amount) with all other Notes of that Series. Each Series may be issued in tranches (each a “<b>Tranche</b>”) on the same or different issue dates. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the relevant final terms to this Base Prospectus (the “<b>Final Terms</b>”).</p> <p>Notes may be issued in either dematerialised form (“<b>Dematerialised Notes</b>”) or materialised form (“<b>Materialised Notes</b>”).</p>

		<p>Dematerialised Notes may, at the option of the Issuer be issued in bearer dematerialised form (<i>au porteur</i>) or in registered dematerialised form (<i>au nominatif</i>) and, in such latter case, at the option of the relevant holder, either in fully registered form (<i>au nominatif pur</i>) or in administered registered form (<i>au nominatif administré</i>). No physical documents of title will be issued in respect of Dematerialised Notes. Materialised Notes may be in bearer materialised form (“<b>Bearer Materialised Notes</b>”) only. A Temporary Global Certificate will initially be issued in respect of each Tranche of Bearer Materialised Notes. Materialised Notes may only be issued outside France.</p> <p>The Notes have been accepted for clearance through Euroclear France as central depository in relation to Dematerialised Notes and Clearstream Banking, société anonyme (“<b>Clearstream, Luxembourg</b>”), Euroclear Bank S.A./N.V. (“<b>Euroclear</b>”) or any other clearing system that may be agreed between the Issuer, the fiscal agent in respect of the Programme (the “<b>Fiscal Agent</b>”) and the relevant Dealer in relation to Materialised Notes.</p> <p>Identification number of the Notes: the International Securities Identification Number (ISIN) and a common code will be specified in the relevant Final Terms.</p> <p><b>Issue specific summary:</b></p> <p>Series Number: [•]  Tranche Number: [•]  Aggregate Nominal Amount: [•]  Series: [•]  Tranche: [•]  Form of Notes: [Dematerialised Notes / Materialised Notes].  [If the Notes are Dematerialised Notes: Dematerialised Notes are [in bearer dematerialised form (<i>au porteur</i>) / in registered dematerialised form (<i>au nominatif</i>)].  [If the Notes are Materialised Notes: Materialised Notes will be in bearer form only]</p> <p>ISIN: [•]  Common Code: [•]  Central Depository: [•]  Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): [Not applicable]/[give name(s) and number(s) [and address(es)]]</p>
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C.2	<b>Currencies of the Notes</b>	<p>Notes may be issued in Euros, U.S. dollars, Hong Kong dollars, Japanese yen, Swiss francs, Sterling, Canadian dollars, Norwegian krone and in any other currency agreed between the Issuer and the relevant Dealers.</p> <p><b><i>Issue specific summary:</i></b></p> <p>The currency of the Notes is: [●]</p>
C.5	<b>Description of any restrictions on the free transferability of the Notes</b>	<p>Save certain restrictions regarding the purchase, offer, sale and delivery of the Notes, or possession or distribution of the Base Prospectus, any other offering material or any Final Terms, there is no restriction on the free transferability of the Notes.</p>
C.8	<b>Description of rights attached to the Notes</b>	<ul style="list-style-type: none"> <li>• <b><i>Arranger</i></b> The arranger in respect of the Programme (the “<b>Arranger</b>”) is: Deutsche Bank AG, Paris Branch</li> <li>• <b><i>Dealers under the Programme</i></b> The dealers in respect of the Programme (the “<b>Dealers</b>”) are: Barclays Bank PLC BNP Paribas Commerzbank Aktiengesellschaft Crédit Agricole Corporate and Investment Bank Crédit Foncier de France Credit Suisse Securities (Europe) Limited Deutsche Bank Aktiengesellschaft HSBC France J.P. Morgan Securities plc Merrill Lynch International Morgan Stanley &amp; Co. International plc NATIXIS Nomura International plc Société Générale The Royal Bank of Scotland plc UBS Limited</li> </ul> <p>The Issuer may from time to time terminate the appointment of any Dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme.</p> <ul style="list-style-type: none"> <li>• <b><i>Issue price</i></b> The Notes may be issued at their nominal amount or at a discount or premium to their nominal amount.</li> </ul>



		<ul style="list-style-type: none"> <li>• <b><u>Specified Denomination</u></b>  The Notes will be in such denominations as may be specified in the relevant Final Terms save that the minimum denomination of each Note listed and admitted to trading on a Regulated Market, or offered to the public, in a Member State of the EEA in circumstances which require the publication of a prospectus under the Prospectus Directive, will be Euro 1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date) or such other higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.  Dematerialised Notes shall be issued in one Specified Denomination only.</li>   <li>• <b><u>Status of the Notes</u></b>  The Notes (<i>obligations foncières</i>) constitute direct, unconditional and privileged obligations of the Issuer and rank and will rank <i>pari passu</i> and without any preference among themselves and equally and rateably with all other present or future notes and other resources raised by the Issuer benefiting from the <i>privilege</i> created by Article L. 515-19 of the French <i>Code monétaire et financier</i>.</li>   <li>• <b><u>Privilège</u></b>  The Notes benefit from the <i>privilege</i> (priority right of payment) created by Article L. 515-19 of the French <i>Code monétaire et financier</i>.</li>   <li>• <b><u>Negative pledge</u></b>  None.</li>   <li>• <b><u>Events of default, including cross default</u></b>  None.</li>   <li>• <b><u>Tax exemption</u></b>  All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes 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, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.</li>   <li>• <b><u>Governing law</u></b>  French law.</li> </ul> <p><b><i>Issue specific summary:</i></b></p> <p>Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] ( if applicable)]</p> <p>Specified Denomination[s]: [●]</p>
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C.9	<b>Interest, maturity and redemption provisions, yield and representation of the holders of Notes</b>	<p>Please also refer to the information provided in item C.8 above.</p> <ul style="list-style-type: none"> <li>• <b><u>Interest rates and interest periods</u></b></li> </ul> <p>The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Final Terms.</p> <ul style="list-style-type: none"> <li>• <b><u>Fixed Rate Notes</u></b></li> </ul> <p>Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.</p> <ul style="list-style-type: none"> <li>• <b><u>Floating Rate Notes</u></b></li> </ul> <p>Floating Rate Notes will bear interest determined separately for each Series as follows:</p> <ol style="list-style-type: none"> <li>(i) on the same basis as the floating rate under an interest rate swap transaction in the relevant Specified Currency pursuant to the 2001 FBF Master Agreement relating to transactions on forward financial instruments , as supplemented by the Technical Schedules published by the <i>Fédération Bancaire Française</i> or the FBF, or</li> <li>(ii) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., or</li> <li>(iii) by reference to LIBOR, EURIBOR, EONIA, CMS Rate or TEC10, in each case as adjusted for any applicable margin.</li> </ol> <ul style="list-style-type: none"> <li>• <b><u>Fixed/Floating Rate Notes</u></b></li> </ul> <p>Fixed/Floating Rate Notes for which a change of interest basis is specified to be applicable may be issued by the Issuer, such change of interest being either at the option of the Issuer or automatic.</p> <ul style="list-style-type: none"> <li>• <b><u>Zero Coupon Notes</u></b></li> </ul> <p>Zero Coupon Notes may be issued at their nominal amount or at a discount and will not bear interest.</p> <ul style="list-style-type: none"> <li>• <b><u>Inflation Linked Notes</u></b></li> </ul> <p>Inflation Linked Notes may be issued by the Issuer where the interest and/or principal in respect of such Notes will be calculated by reference to an inflation index ratio (in each case, the “<b>Inflation Index Ratio</b>”) derived from:</p> <ul style="list-style-type: none"> <li>- the consumer price index (excluding tobacco) for all households in France or the relevant substitute index, as calculated and published monthly by the Institut National de la Statistique et des Etudes Economiques (“<b>INSEE</b>”) (the “<b>CPI</b>”) (the “<b>CPI Linked Notes</b>”); or</li> </ul>
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		<p>- the harmonised index of consumer prices (excluding tobacco), or the relevant substitute index, measuring the rate of inflation in the European Monetary Union as calculated and published monthly by Eurostat (the “<b>HICP</b>”) (the “<b>HICP Linked Notes</b>”).</p> <p>The rate of interest for Inflation Linked Notes can be calculated on the same basis as for the Fixed Rate Notes or in accordance with the CPI or HICP.</p> <ul style="list-style-type: none"> <li>• <b><u>Maturities</u></b></li> </ul> <p>Subject to compliance with all relevant laws, regulations and directives, any maturity from one month from the date of the original issue.</p> <ul style="list-style-type: none"> <li>• <b><u>Redemption</u></b></li> </ul> <p>The Notes shall be redeemed on their stated maturity or prior to maturity at the option of the Issuer or of the Noteholders. The Final Terms will specify the basis for calculating the redemption amounts payable.</p> <ul style="list-style-type: none"> <li>• <b><u>Optional Redemption</u></b></li> </ul> <p>The Final Terms issued in respect of each issue of Notes will specify whether a call option or put option is applicable pursuant to which the Notes may be redeemed prior to their stated maturity at the option of the Issuer and or the Noteholders (in each case, either in whole or in part) and if so, the terms applicable to such redemption.</p> <ul style="list-style-type: none"> <li>• <b><u>Yield</u></b></li> </ul> <p>The Final Terms issued in respect of each issue of Fixed Rate Notes will set out an indication of the yield of the Notes.</p> <ul style="list-style-type: none"> <li>• <b><u>Representation of the holders of Notes</u></b></li> </ul> <p>In respect of the representation of the Noteholders, the following shall apply:</p> <ol style="list-style-type: none"> <li>(a) If the Notes are issued in France, the relevant Final Terms will specify that “Full <i>Masse</i>” is applicable and the holders of Notes will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a <i>Masse</i> and the provisions of the French <i>Code de Commerce</i> relating to the <i>Masse</i> shall apply; and</li> <li>(b) If the Notes are issued outside France for the purpose of Article L.228-90 of the French <i>Code de Commerce</i>, the relevant Final Terms will specify that “Contractual <i>Masse</i>” is applicable and the holders of Notes will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a <i>Masse</i>. The <i>Masse</i> will be governed by the provisions of the French <i>Code de Commerce</i> with the exception of Articles L. 228-47, L. 228-48, L. 228-59, R.228-63, R.228-67, R.228-69 and R. 228-76.</li> </ol>
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		<p>If either paragraph (a) or (b) above is provided as applicable in the relevant Final Terms, the <i>Masse</i> will act in part through a representative (the “<b>Representative</b>”) and in part through general meetings of the holders of Notes. The names and addresses of the initial Representative and its alternate will be set out in the relevant Final Terms. The Representative appointed in respect of the first Tranche of any Series of Notes will be the representative of the single <i>Masse</i> of all Tranches in such Series.</p> <p><i>Issue specific summary:</i></p> <p>Rate[s] of Interest:                      [[●] per cent. Fixed Rate]  [[EURIBOR/LIBOR/EONIA/CMS  Rate/TEC10] +/- [●] per cent. Floating  Rate]  [Fixed/Floating Rate]  [Zero Coupon]  [Inflation Linked Note – Fixed  Interest/Inflation Interest]</p> <p>Interest Commencement Date:          [Specify/Issue Date/Not applicable]</p> <p>Maturity Date:                              [Specify date or (for Floating Rate  Notes) Interest Payment Date falling in  or nearest to the relevant month and  year]</p> <p>Redemption Basis:                         [Inflation Linked Notes – [Redemption  at par/Inflation Redemption]] [Subject to  any purchase and cancellation or early  redemption, the Notes will be redeemed  on the Maturity Date at [●] per cent. of  their nominal amount]</p> <p>Change of Interest Basis:                [Applicable (for Fixed/Floating Rate  Notes) / Not Applicable]</p> <p>Call Option:                                    [Applicable]/[Not applicable]</p> <p>Put Option:                                    [Applicable]/[Not applicable]</p> <p>Maximum Rate of Interest:                [Applicable]/[Not applicable]</p> <p>Minimum Rate of Interest:                [Applicable]/[Not applicable]</p> <p>Maximum Final Redemption              [●/Not applicable]  Amount:</p> <p>Minimum Final Redemption               [●/Not applicable]  Amount:</p> <p>Maximum Optional Redemption          [●/Not applicable]  Amount:</p>
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		<p>Minimum Optional Redemption Amount: [●/Not applicable]</p> <p>Final Redemption Amount of each Note: [[●] per Note of [●] Specified Denomination (<i>for fungible issues of Notes only</i>)] [Redemption at par] [Inflation Linked Notes – Redemption at par] [Inflation Linked Notes – Inflation Redemption]</p> <p>Optional Redemption Amount: [Redemption at par/Zero Coupon Redemption/ Inflation Linked Notes – Inflation Redemption / Not applicable] [●] per Note of [●] Specified Denomination</p> <p>Yield (in respect of Fixed Rate Notes): [Applicable]/[Not applicable] / [●]</p> <p>Representation of the holders of Notes: [Full <i>Masse</i>/Contractual <i>Masse</i>]</p> <p>The <i>Masse</i> will act in part through a representative (the “<b>Representative</b>”) and in part through general meetings of the holders of Notes. The name and address of the initial Representative are [●] and of its alternate are [●]. The Representative(s) appointed in respect of the first Tranche of any Series of Notes will be the representative of the single <i>Masse</i> of all Tranches in such Series.</p>
C.10	<b>Derivative component in interest payments</b>	<p>Other than Inflation Linked Notes, Notes issued under the Programme do not contain any derivative components. Inflation Linked Notes are Notes in respect of which the principal and/or the interest amount is linked to:</p> <ul style="list-style-type: none"> <li>- the consumer price index (excluding tobacco) for all households in France or the relevant substitute index, as calculated and published monthly by the INSEE (CPI); or</li> <li>- the harmonised index of consumer prices (excluding tobacco), or the relevant substitute index, measuring the rate of inflation in the European Monetary Union as calculated and published monthly by Eurostat (HICP).</li> </ul> <p>The value of the investment in the Inflation Linked Notes may be affected by the value of the CPI or HICP, as the case may be, as described in item C.15 below.</p>

C.11	<b>Listing and admission to trading</b>	<p>As specified in the relevant Final Terms, a Series of Notes may or may not be listed and admitted to trading on Euronext Paris and/or any Regulated Market or other stock exchange.</p> <p><i>Issue specific summary:</i></p> <p>[[Application has been made]/[Application is expected to be made] by the Issuer (or on its behalf) for the Notes to be listed and admitted to trading [on [Euronext Paris] / [the Official List of the Luxembourg Stock Exchange] / [●]] with effect from [●]/[Not applicable]</p>
C.15	<b>Description of how the value of investment is affected by the value of the underlying instrument</b>	<p>Inflation Linked Notes are debt securities which do not provide for predetermined interest payments and/or redemption amount. Interest amounts and/or principal is linked to:</p> <p>(i) the consumer price index (excluding tobacco) for all households in France or the relevant substitute index, as calculated and published monthly by the INSEE;</p> <p>(ii) the harmonised index of consumer prices (excluding tobacco), or the relevant substitute index, measuring the rate of inflation in the European Monetary Union as calculated and published monthly by Eurostat.</p> <p>If, at maturity, the level of the relevant Inflation Index Ratio is less than 1.00, the Notes will be redeemed at par.</p> <p><i>Issue specific summary:</i></p> <p>The value of the investment in the Inflation Linked Notes may be affected by the level of the [CPI/HICP]. Indeed, this inflation index affects the redemption amount and/or interest amount calculated as specified in item C.9 above.</p>
C.16	<b>Inflation Linked Notes - Maturity</b>	<p>Subject to compliance with all relevant laws, regulations and directives, any maturity set out in the Final Terms.</p> <p><i>Issue specific summary:</i></p> <p>The maturity date of Inflation Linked Notes is [●].</p>
C.17	<b>Inflation Linked Notes – Settlement procedure</b>	<p>The Inflation Linked Notes will be cash settled.</p>
C.18	<b>Return on Inflation Linked Notes</b>	<p>Payments of interest in respect of any Inflation Linked Notes shall be determined by multiplying the outstanding nominal amount of such Notes by the product of the rate <i>per annum</i> specified in the Final Terms and the relevant Inflation Index Ratio.</p> <p>Payment of principal in respect of Inflation Linked Notes where the principal amount is indexed shall be determined by multiplying the outstanding nominal amount of such Notes by the relevant Inflation Index Ratio. However, if, at maturity, the level of the relevant Inflation Index Ratio is less than 1.00, the Notes will be redeemed at par.</p>

C.19	<b>Inflation Linked Notes – Exercise price/ Final reference price</b>	<p>The final redemption amount in respect of Inflation Linked Notes will be calculated on the basis of the ratio between the index on the Maturity Date and the Base Reference specified in the relevant Final Terms.</p> <p>Please also refer to item C.9 above.</p>
C.20	<b>Inflation Linked Notes – Description of Underlying</b>	<p>Inflation Linked Notes are Notes where the coupons and/or the principal are indexed. In the case of Inflation Linked Notes in respect of which interest is indexed, the coupon pays the annual change in inflation, applied in percentage to the issue’s nominal amount. In the case of Inflation Linked Notes where the principal is indexed, the principal is indexed to the variation of inflation between the value of the relevant index (i.e. the CPI or the HICP) on the issue date and on the redemption date.</p> <p><b>Issue Specific Summary</b></p> <p><i>[Insert for CPI Linked Notes]</i></p> <p><b>CPI Linked Notes</b></p> <p>CPI Linked Notes are linked to the consumer price index (excluding tobacco) for all households in France, as calculated and published monthly by the INSEE: the CPI. The CPI is the official instrument for measuring inflation. It allows an estimation between two given periods of the average change in prices of goods and services consumed by households on French territory. It is a summary gauge of movements in prices of products on a constant-quality basis. Information regarding the CPI can be found at <i>Agence France Trésor</i> Reuters page OATINFLATION01 or on Bloomberg TRESOR &lt;GO&gt; pages and on the website <a href="http://www.aft.gouv.fr">www.aft.gouv.fr</a>.</p> <p><i>[Insert for HICP Linked Notes]</i></p> <p><b>HICP Linked Notes</b></p> <p>HICP Linked Notes are linked to the Eurozone harmonised index of consumer prices (excluding tobacco), as calculated and published monthly by Eurostat and the national statistical institutes in accordance with harmonised statistical methods: the HICP. The HICP is an economic indicator constructed to measure the changes over time in the prices of consumer goods and services acquired by households in Europe. Information regarding HICP can be found at <i>Agence France Trésor</i> Reuters page OATEI01, on the website <a href="http://www.aft.gouv.fr">www.aft.gouv.fr</a> and on Bloomberg page TRESOR.</p>
C.21	<b>Negotiation Market(s)</b>	<p>The Notes may (or not) be listed and admitted to trading on Euronext Paris, on the Official List of the Luxembourg Stock Exchange or any other regulated market, as may be specified in the relevant Final Terms. The Base Prospectus will be published for the purposes of this or these regulated market(s).</p> <p><b>Issue Specific Summary</b></p> <p>[The Notes will be listed and admitted to trading on [Euronext Paris]/ [the Official List of the Luxembourg Stock Exchange] / [●].]/[Not applicable.]</p>

## Section D –Risk Factors

<b>D.2</b>	<b>Key information on the key risks that are specific to the Issuer</b>	<p>Prospective investors should consider, among other factors, the risk factors relating to the Company and its operation that may affect the Company’s ability to fulfill its obligations under the Securities issued under the Program.</p> <p>These risk factors include the following:</p> <ul style="list-style-type: none"> <li>- <u>Credit risk</u></li> </ul> <p>Credit risk arises when a counterparty is unable to meet its obligations and it may result in a change in credit quality or default by the counterparty.</p> <ul style="list-style-type: none"> <li>- <u>Interest rate risk</u></li> </ul> <p>Interest rate risk is the risk incurred in the event of interest rate fluctuations stemming from all balance sheet and off-balance sheet transactions, with the exception, where applicable, of transactions subject to market risks (trading portfolio).</p> <ul style="list-style-type: none"> <li>- <u>Currency risk</u></li> </ul> <p>Foreign exchange risk is the risk incurred in the event of exchange rate fluctuations (against the euro) stemming from all balance sheet and off-balance sheet transactions, with the exception, where applicable, of transactions subject to market risks (trading portfolio).</p> <ul style="list-style-type: none"> <li>- <u>Liquidity risk</u></li> </ul> <p>Liquidity risk is the risk of not being able to honour one's commitments or not being able to unwind or offset a position, within a given period and at a reasonable cost, due to the market situation.</p> <ul style="list-style-type: none"> <li>- <u>Counterparty risk</u></li> </ul> <p>Counterparty risk is the risk that the counterparty to a transaction might default before settling all cash payments, whether the transaction is classified in the banking or trading portfolio.</p> <ul style="list-style-type: none"> <li>- <u>Operational risk</u></li> </ul> <p>Within Groupe BPCE, operational risks are defined as the risk of loss resulting from inadequate or faulty procedures, personnel, information systems or external events. Operational risks include in-house and external fraud and reputational risk.</p> <ul style="list-style-type: none"> <li>- <u>Settlement risk</u></li> </ul> <p>Settlement risk is the risk for non compliance by a counterparty of its payment commitments, while the second has met his.</p>
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		<p>Compagnie de Financement Foncier's risks also include :</p> <ul style="list-style-type: none"> <li>- non-compliance risk ;</li> <li>- insurance risk ;</li> <li>- outsourced services risk ;</li> <li>- Information technology risk ;</li> <li>- risk related to the Business Continuity Plan (BCP) ;</li> <li>- Legal risk.</li> </ul>
<p><b>D.3</b></p>	<p><b>Key information on the key risks that are specific to the Notes</b></p>	<p>There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Notes issued under the Programme, including:</p> <p><u>- General risks relating to the Notes such as:</u></p> <ul style="list-style-type: none"> <li>- Investors must independently review and obtain professional advice with respect to the acquisition of the Notes.</li> <li>- Potential conflicts of interest may arise.</li> <li>- Neither the Issuer, the Dealer(s) nor any of their affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor.</li> <li>- Modification, waivers and substitution of conditions affecting the Notes that are not desired by all holders can be effected by a majority.</li> <li>- Taxation: Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions.</li> <li>- Directive 2003/48/EC on the taxation of savings income: if a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax.</li> <li>- The draft directive on the proposed common financial transaction tax has a very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.</li> <li>- Risks related to withholding taxes : if French law should require that any payments in respect of any Note be subject to deduction or withholding in respect of any taxes or duties whatsoever, the Issuer will not pay any additional amounts.</li> </ul>

		<ul style="list-style-type: none"> <li>- Risks related to US foreign account tax compliant withholding FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding.</li> <li>- Risks related to a change of law or regulation : No assurance can be given as to the impact of any possible judicial decision or change in French law or the official application or interpretation of French law after the date of this Base Prospectus.</li> <li>- Currency risk : Prospective investors of the Notes should be aware that an investment in the Notes may involve exchange rate risks. Credit ratings may not reflect all risks.</li> <li>- No active secondary/trading market for the Notes may develop.</li> <li>- The market value of the Notes will be affected by the creditworthiness of the Issuer and a number of additional factors.</li> <li>- Implementation of Basel II and Basel III Risk-Weighted Asset Framework - the implementation of Basel II and Basel III has and will continue to bring about a number of substantial changes to the current capital requirements, prudential oversight and risk-management systems, including those of the Issuer.</li> </ul> <p><u>Risks related to the structure of a particular issue of Notes:</u></p> <ul style="list-style-type: none"> <li>- If the Notes are redeemable at the Issuer's option in certain circumstances, the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low.</li> <li>- The value of Fixed Rate Notes may change.</li> <li>- The market value of Floating Rate Notes may be volatile.</li> <li>- The conversion of the interest rate for Fixed/Floating Rate Notes will affect the secondary market and the market value of the Notes since the conversion may lead to a lower overall cost of borrowing.</li> </ul>
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		<ul style="list-style-type: none"> <li>- The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities.</li> <li>- Zero Coupon Notes are subject to higher price fluctuations than non-discounted bonds, because the discounted issue prices are substantially below par.</li> <li>- Holders may be exposed to risk on Inflation Linked Notes which are dependent upon the performance of an index.</li> <li>- Variable rate Notes with a multiplier or other leverage factor: a leverage factor will magnify any negative performance of the underlying. Notes with variable interest rates can be volatile investments.</li> <li>- An investment in Notes, the premium and/or the interest on or principal of which is determined by reference to one or more values, interest rates or other indices or formulae, either directly or inversely, may entail significant risks not associated with similar investments in a conventional debt security.</li> <li>- The market values of Notes subject to inverse exposure are typically more volatile than market value of other conventional debt securities based on the same underlying rate.</li> <li>- The investor, will not fully participate in the positive performance of the underlying rate where the cap applies and the interest rate and/or redemption amount may be lower than it would have been without a cap.</li> </ul> <p>An investment in the Notes involves certain risks which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. While all of these risk factors are contingencies which may or may not occur, potential investors should be aware that the risks involved with investing in the Notes may lead to volatility and/or a decrease in the market value of the relevant Tranche of Notes whereby the market value falls short of the expectations (financial or otherwise) of an investor who has made an investment in such Notes.</p> <p>However, each prospective investor in Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Notes is fully consistent with its financial needs, objectives and conditions, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it and is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in investing in or holding the Notes.</p>
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<b>D.6</b>	<b>Risk warning</b>	Potential investors in Inflation Linked Notes should be aware that such Notes are debt securities which do not provide for predetermined interest and/or principal payments, principal and/or interest amounts will be dependent upon the performance of the CPI or the HICP, as described in C.9 above. The amount of principal and/or interest payable by the Issuer may vary and Noteholders may receive no interest.
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<b>Section E - Offer</b>		
<b>E.2b</b>	<b>Reasons for the offer and use of proceeds</b>	<p>The net proceeds of the issue of each Tranche of Notes, unless otherwise indicated, will be used by the Issuer for its general corporate purposes .</p> <p><b>Issue Specific Summary</b></p> <p>[The net proceeds of the issue of the Notes will be used by the Issuer for its general corporate purposes./specify other]</p>
<b>E.3</b>	<b>Terms and conditions of the offer</b>	<p>Notes may be offered to the public in the Grand Duchy of Luxembourg in which the Base Prospectus has been passported which shall be specified in the applicable Final Terms. The Notes shall not be offered to the public in France.</p> <p>There are certain restrictions regarding the purchase, offer, sale and delivery of the Notes, or possession or distribution of the Base Prospectus, any other offering material or any Final Terms.</p> <p>Other than as set out in section A.2 above, neither the Issuer nor any of the Dealers has authorised the making of any Public Offer by any person in any circumstances and such person is not permitted to use the Base Prospectus in connection with its offer of any Notes. Any such offers are not made on behalf of the Issuer or by any of the Dealers or Authorised Offerors and none of the Issuer or any of the Dealers or Authorised Offerors has any responsibility or liability for the actions of any person making such offers.</p> <p><b>Issue Specific Summary</b></p> <p>[Not applicable. The Notes are not offered to the public.]/</p> <p>[[The Notes are offered to the public in: [the Grand Duchy of Luxembourg] / [●]]</p> <p>Offer Price: [Issue Price/Specify]</p> <p>Conditions to which the offer is subject: [Not applicable/give details]</p> <p>Offer Period (including any possible amendments): [●]</p> <p>Description of the application process: [Not applicable/give details]</p> <p>Details of the minimum and/or maximum amount of the application: [Not applicable/give details]</p>

		Manner in and date on which results of the offer are made public: [Not applicable/ <i>give details</i> ]]
<b>E.4</b>	<b>Interests of natural and legal persons involved in the issue of the Notes</b>	<p>The relevant Final Terms will specify any interest of natural and legal persons involved in the issue of the Notes.</p> <p><b><i>Issue Specific Summary</i></b></p> <p>[So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.] / [The Dealers will be paid an aggregate commission equal to [●] per cent. of the nominal amount of the Notes. So far as the Issuer is aware, no other person involved in the issue of the Notes has an interest material to the offer (<i>Amend as appropriate if there are other interests</i>)].</p>
<b>E.7</b>	<b>Estimated expenses charged to investor by the Issuer or the offeror</b>	<p>The relevant Final Terms will specify as the case may be the estimated expenses applicable to any Tranche of Notes.</p> <p><b><i>Issue Specific Summary</i></b></p> <p>[Not applicable / The estimated expenses charged to the investor(s) amount to [●].]</p>

## **RÉSUMÉ EN FRANÇAIS (FRENCH SUMMARY)**

*Les résumés contiennent des exigences de publicité appelées « Éléments » dont la communication est requise par l'Annexe XXII du Règlement (CE) N° 809/2004 du 29 avril 2004 telle que modifiée par le Règlement délégué (UE) N°486/2012 du 30 mars 2012 et le Règlement délégué (UE) N°862/2012 du 4 juin 2012. Ces Éléments sont numérotés dans les sections A à E (A.1 - E.7). Ce résumé contient tous les Éléments devant être inclus dans un résumé pour ce type de valeurs mobilières et pour Compagnie de Financement Foncier (l' « Émetteur »). La numérotation des Éléments peut ne pas se suivre en raison du fait que certains Éléments n'ont pas à être inclus. Bien qu'un Éléments doive être inclus dans le résumé du fait du type de valeur mobilière et d'émetteur concerné, il se peut qu'aucune information pertinente ne puisse être donnée sur cet Éléments. Dans ce cas, une brève description de l'Éléments est incluse dans le résumé suivie de la mention « Sans objet ».*

*Ce résumé est fourni dans le cadre de l'émission par l'Émetteur de Titres ayant une valeur nominale unitaire inférieure à 100.000 euros qui sont offerts au public ou admis à la négociation sur un marché réglementé de l'Espace Economique Européen (l' « EEE »). Le résumé spécifique à ce type d'émission de Titres figurera en annexe des Conditions Définitives applicables et comprendra (i) les informations relatives au résumé du Prospectus de Base et (ii) les informations contenues dans les rubriques "résumé spécifique à l'émission" figurant ci-dessous et qui seront complétées au moment de chaque émission.*

<b>Section A - Introduction et avertissements</b>		
<b>A.1</b>	<b>Avertissement général concernant le résumé</b>	Ce résumé doit être lu comme une introduction au présent Prospectus de Base. Toute décision d'investir dans les Titres doit être fondée sur un examen exhaustif du Prospectus de Base par les investisseurs, y compris les documents qui y sont incorporés par référence et tout supplément qui pourrait être publié à l'avenir. Lorsqu'une action concernant l'information contenue dans le présent Prospectus de Base est intentée devant un tribunal, le plaignant peut, selon la législation nationale de l'État Membre de l'EEE, avoir à supporter les frais de traduction de ce Prospectus de Base avant le début de la procédure judiciaire. Seule peut être engagée la responsabilité civile des personnes qui ont présenté le résumé ou la traduction de ce dernier, mais seulement si le contenu du résumé est trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base ou s'il ne fournit pas, lu en combinaison avec les autres parties du Prospectus de Base, les informations clés permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans les Titres.

A.2	<b>Information relative au consentement de l'Émetteur concernant l'utilisation du Prospectus</b>	<p>Dans le cadre de toute offre de Titres au Grand-Duché de Luxembourg et/ou tout autre État Membre de l'EEE indiqué dans les Conditions Définitives applicables (les « <b>Pays de l'Offre Publique</b> ») qui ne bénéficie pas de l'exemption à l'obligation de publication d'un prospectus en vertu de la Directive Prospectus, telle que modifiée, (une « <b>Offre au Public</b> »), l'Émetteur consent à l'utilisation du présent Prospectus de Base et des Conditions Définitives applicables (ensemble, le « <b>Prospectus</b> ») dans le cadre d'une Offre au Public des Titres durant la période d'offre indiquée dans les Conditions Définitives concernées (la « <b>Période d'Offre</b> ») et dans les Pays de l'Offre Publique indiqué(s) dans les Conditions Définitives concernées par tout intermédiaire financier désigné dans ces Conditions Définitives (chacun un « <b>Établissement Autorisé</b> »). Le consentement mentionné ci-dessus s'applique à des Périodes d'Offre (le cas échéant) se terminant au plus tard à l'issue d'une période de 12 mois à compter de la date d'approbation du Prospectus de Base par l'Autorité des marchés financiers.</p> <p><b>Les Modalités de l'Offre au Public devront être communiquées aux investisseurs par l'Établissement Autorisé au moment de l'Offre au Public. Ni l'Émetteur ni aucun des Agents Placeurs (tels que définis ci-dessous) ou des Établissements Autorisés ne sont responsables de cette information.</b></p> <p>Les références dans le présent résumé aux « <b>Agents Placeurs Permanents</b> » sont aux personnes nommées ci-dessus en qualité d'Agents Placeurs (tels que définis ci-dessous), ainsi qu'aux personnes additionnelles qui seraient nommées comme agents placeurs pour les besoins du Programme en sa totalité (et il n'a pas été mis fin à une telle nomination) et les références aux « <b>Agents Placeurs</b> » couvrent tous les Agents Placeurs Permanents ainsi que toutes les personnes nommées en qualité d'agents placeurs pour les besoins d'une ou plusieurs Tranches.</p> <p><b>Résumé spécifique à l'émission :</b></p> <p>[Dans le cadre de toute offre de Titres en [●] (le[s] « <b>Pays de l'Offre Publique</b> ») qui ne bénéficie pas de l'exemption à l'obligation de publication d'un prospectus en vertu de la Directive Prospectus, telle que modifiée, (une « <b>Offre au Public</b> »), l'Émetteur consent à l'utilisation du Prospectus dans le cadre d'une Offre au Public de tous Titres de [●] à [●] (la « <b>Période d'Offre</b> ») et dans le[s] Pays de l'Offre Publique par [●] / [tout intermédiaire financier] (l'[/les] « <b>Établissement[s] Autorisé[s]</b> »). [L'[/Les] Etablissement[s] autorisé[s] doit[/doivent] remplir les conditions suivantes : [●].]</p> <p><b>Les Modalités de l'Offre au Public devront être communiquées aux Investisseurs par l'Établissement Autorisé au moment de l'Offre au Public. Ni l'Émetteur ni aucun des Agents Placeurs ou des Établissements Autorisés ne sont responsables de cette information.]/</b></p> <p>[Sans objet]</p>
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<b>Section B – Émetteur</b>		
<b>B.1</b>	<b>Raison sociale et nom commercial de l'Émetteur</b>	Compagnie de Financement Foncier (« <b>Compagnie de Financement Foncier</b> » ou l'« <b>Émetteur</b> ») ou la « <b>Société</b> »).
<b>B.2</b>	<b>Siège social et forme juridique de l'Émetteur, législation qui régit l'activité et le pays d'origine de l'Émetteur</b>	La Compagnie de Financement Foncier est un établissement de crédit agréé en qualité de société financière et de société de crédit foncier (décision du 23 juillet 1999 du Comité des établissements de crédit et des entreprises d'investissement (devenu en 2010, Autorité de contrôle prudentiel)). La Compagnie de Financement Foncier est régie par la législation applicable aux établissements de crédit et, en tant que société de crédit foncier, par les articles L. 515-13 à L. 515-33 du Code monétaire et financier. Le siège social est situé au 19, rue des Capucines 75001 Paris.
<b>B.4b</b>	<b>Description de toutes les tendances connues l'ayant des répercussions sur l'Émetteur et ses secteurs d'activité</b>	Sans objet. Depuis la date de ses derniers états financiers vérifiés et publiés, aucune détérioration significative n'a affecté les perspectives de la Société.
<b>B.5</b>	<b>Description du Groupe de l'Émetteur et de la position de l'Émetteur au sein de son Groupe</b>	Compagnie de Financement Foncier est une filiale à 100 % du Crédit Foncier (A-/A2/A+), affiliée à BPCE (A/A2/A+), organe central du Groupe BPCE qui avec 19 Banques Populaires et 17 Caisses d'Épargne constitue l'un des principaux groupes bancaires français.  Depuis la fusion-absorption, dans l'Organe central BPCE, des holdings de participation respectives détenues par les Banques Populaires (BP Participations) et par les Caisses d'Épargne (CE Participations) survenue le 5 août 2010, le Crédit Foncier est une filiale à 100 % de BPCE et fait ainsi partie intégrante du Groupe BPCE, deuxième groupe bancaire français ( <i>en nombre d'agences (source : base de données, site internet des banques 2011), 2e en terme de part de marché épargne clientèle et crédit clientèle (source : Banque de France T3-2012), 2e en terme de taux de pénétration professionnels et entrepreneurs individuels (source : enquête Pépites CSA 2011-2012)</i> )).
<b>B.9</b>	<b>Prévision ou estimation du bénéfice</b>	Sans objet. La Compagnie de Financement Foncier ne communique pas de prévisions de bénéfice.
<b>B.10</b>	<b>Réserves contenues dans le rapport des commissaires aux comptes</b>	Sans objet. Les rapports d'audit sur les comptes individuels de Compagnie de Financement Foncier pour les exercices clos le 31 décembre 2012 et le 31 décembre 2011 ne contiennent aucune réserve.



B.12	<b>Informations financières sélectionnées</b>	<p>Aucune détérioration significative n'a eu de répercussion sur la situation financière ou les perspectives de Compagnie de Financement Foncier depuis la date de publication de ses derniers états financiers.</p> <p>Aucun changement significatif de la situation financière et commerciale de Compagnie de Financement Foncier n'est survenu depuis la clôture du dernier exercice comptable pour lequel des informations financières auditées ont été publiées.</p>			
<p><b>Les tableaux ci-dessous font état des chiffres clés concernant le bilan de la Compagnie de Financement Foncier au 31 décembre 2012 et au 31 décembre 2011:</b></p>					
<p><b>Chiffres clés du bilan au 31 décembre 2012 (total bilan : 100,8 Md€)</b></p>					
	en Md€	% bilan		en Md€	% bilan
Prêts hypothécaires	31,7	31,4%	<b>Ressources privilégiées</b>	85,2	84,5%
Prêts hypothécaires et assimilés	26,4	26,2%	Obligations foncières	84,4	83,8%
Parts senior de titrisation de créances hypothécaires résidentielles européennes	5,3	5,2%	Autres ressources privilégiées	0,8	0,7%
<b>Expositions secteur public</b>	<b>51,7</b>	<b>51,4%</b>	<b>Ressources non privilégiées</b>	<b>15,6</b>	<b>15,5%</b>
Prêts hypothécaires garantis par l'Etat français ou un établissement public européen	11,6	11,5%	Dettes chirographaires	9,9	9,8%
Prêts au secteur public en France	19,4	19,2%	Dettes subordonnées et assimilées	3,8	3,8%
Titres du secteur public à l'étranger	20,8	20,7%	<i>- dont titres subordonnés remboursables</i>	2,1	2,1%
<b>Valeurs de remplacement et autres actifs</b>	<b>17,4</b>	<b>17,2%</b>	<i>- dont titres super subordonnés</i>	1,4	1,3%
Valeurs de remplacement	13,3	13,2%	<b>Capitaux propres provisions et FRBG<sup>1</sup></b>	<b>1,9</b>	<b>1,9%</b>
Autres actifs	4,1	4,0%			
<b>TOTAL ACTIF</b>	<b>100,8</b>	<b>100,0%</b>	<b>TOTAL PASSIF</b>	<b>100,8</b>	<b>100,0%</b>
			<i>(Fonds propres réglementaires)</i>	3,2	3,2%

<sup>1</sup> Fonds pour risques bancaires généraux.

<b><u>Passif privilégié (obligations foncières) au 31 décembre 2012</u></b>					
- Emises en 2012: 8,1 Md€					
- Passif privilégié: 85 Md€ dont 84 Md€ d'obligations foncières.					
<b><u>Chiffres clés du bilan au 31 décembre 2011 (total bilan : 105,8 Md€)</u></b>					
	en Md€	% bilan		en Md€	% bilan
<b>Prêts hypothécaires</b>	<b>36,2</b>	<b>34,2%</b>	<b>Ressources privilégiées</b>	<b>91,1</b>	<b>86,1%</b>
Prêts hypothécaires et assimilés	26,0	24,6%	Obligations foncières	89,8	84,9%
Parts senior de titrisation de créances hypothécaires résidentielles européennes	10,2	9,6%	Autres ressources privilégiées	1,3	1,2%
<b>Expositions secteur public</b>	<b>51,7</b>	<b>48,9%</b>	<b>Ressources non privilégiées</b>	<b>14,7</b>	<b>13,9%</b>
Prêts hypothécaires garantis par l'Etat français ou un établissement public européen	10,0	9,4%	Dettes chirographaires	8,8	8,4%
Prêts au secteur public en France	18,1	17,1%	Dettes subordonnées et assimilées	4,0	3,8%
Titres du secteur public à l'étranger	23,7	22,4%	- dont titres subordonnés remboursables	2,1	2,0%
<b>Valeurs de remplacement et autres actifs</b>	<b>17,9</b>	<b>16,9%</b>	- dont titres super subordonnés	1,4	1,3%
Valeurs de remplacement	14,6	13,8%	<b>Capitaux propres provisions et FRBG<sup>1</sup></b>	<b>1,8</b>	<b>1,7%</b>
Autres actifs	3,3	3,1%			
<b>TOTAL ACTIF</b>	<b>105,8</b>	<b>100,0%</b>	<b>TOTAL PASSIF</b>	<b>105,8</b>	<b>100,0%</b>
			<i>(Fonds propres réglementaires)</i>	3,2	3,0%

<sup>1</sup> Fonds pour risques bancaires généraux.

<b><u>Passif privilégié (obligations foncières) au 31 décembre 2011</u></b>		
<ul style="list-style-type: none"> <li>- Emises en 2011: 8,7 Md€</li> <li>- Passif privilégié: 91 Md€ dont 90 Md€ d'obligations foncières.</li> </ul>		
<p><b>Le tableau qui suit contient certains indicateurs de performance de la Compagnie de Financement Foncier au 31 décembre 2012 et au 31 décembre 2011 :</b></p>		
	<b>2012</b>	<b>2011</b>
Résultat net	€132,6 million	€108,1 million
Ratio de surdimensionnement réglementaire	113,7%	110,6%
Quotité moyenne des créances hypothécaires	65,7%	61,6%
<p><b>Le tableau ci-dessous fait état des chiffres clés concernant les actifs éligibles de la Compagnie de Financement Foncier au 31 décembre 2012 :</b></p>		
<b><u>Actifs éligibles au 31 décembre 2012 (total : 100,8 Md€)</u></b>		
	<b>en Md€</b>	<b>% bilan</b>
<b>Prêts hypothécaires</b>	<b>31,7</b>	<b>31,4%</b>
Prêts hypothécaires et assimilés	26,4	26,2%
Parts senior de titrisation de créances hypothécaires résidentielles européennes	5,3	5,2%
<b>Expositions secteur public</b>	<b>51,7</b>	<b>51,4%</b>
Prêts hypothécaires garantis par l'Etat français ou un établissement public européen	11,6	11,5%
Prêts au secteur public en France	19,4	19,2%
Titres du secteur public à l'étranger	20,8	20,7%
<b>Valeurs de remplacement et autres actifs</b>	<b>17,4</b>	<b>17,2%</b>
Valeur de remplacement	13,3	13,2%
<b>Autres actifs</b>	<b>4,1</b>	<b>4,0%</b>
<b>TOTAL ACTIF</b>	<b>100,8</b>	<b>100,0%</b>
<p>En considérant les garanties publiques directes et indirectes accordées à certains encours de prêts bénéficiant également de sûreté immobilière, notamment les prêts garantis par le FGAS, l'ensemble des actifs sécurisés par une garantie publique représente 51,71 Md€ au 31 décembre 2012, et 51% du total bilan.</p>		

<b>Actifs éligibles au 31 décembre 2011 (total : 105,78 Md€)</b>		
	<b>en Md€</b>	<b>% bilan</b>
<b>Prêts hypothécaires</b>	<b>36,21</b>	<b>34,2%</b>
Prêts hypothécaires et assimilés	26,03	24,6%
Parts senior de titrisation de créances hypothécaires résidentielles européennes	10,18	9,6%
<b>Expositions secteur public</b>	<b>51,71</b>	<b>48,9%</b>
Prêts hypothécaires garantis par l'Etat français ou un établissement public européen	9,99	9,4%
Prêts au secteur public en France	18,06	17,1%
Titres du secteur public à l'étranger	23,66	22,4%
<b>Valeurs de remplacement et autres actifs</b>	<b>17,86</b>	<b>16,9%</b>
Valeur de remplacement	14,58	13,8%
<b>Autres actifs</b>	<b>3,28</b>	<b>3,1%</b>
<b>TOTAL ACTIF</b>	<b>105,78</b>	<b>100,0%</b>
<p>En considérant les garanties publiques directes et indirectes accordées à certains encours de prêts bénéficiant également de sûretés immobilières, notamment les prêts garantis par le FGAS, l'ensemble des actifs sécurisés par une garantie publique représente 51,71 Md€ au 31 décembre 2011, et 48,9% du total bilan.</p>		
<b>Informations financières au 31 mars 2013 et au 31 mars 2012</b>		
<p>Les informations financières trimestrielles suivantes ne sont pas auditées et n'ont pas fait l'objet d'une revue limitée par les commissaires aux comptes de l'Emetteur.</p>		
<b>Actif</b>	<b>31 March 2013</b>	<b>31 March 2012</b>
	<b>(milliers €)</b>	
Caisses, banques centrales, CCP	1 000 007	8 710
Créances sur les établissements de crédit	16 894 304	23 425 902
Opérations avec la clientèle	41 106 654	40 279 425
Obligations et autres titres à revenu fixe	32,480,039	40,448,526
Actions / Immobilisations	-	-
Autres actifs	6 402	71 230
Comptes de régularisation	3 608 207	2 536 805
<b>Total Assets</b>	<b>95 095 613</b>	<b>106 770 598</b>

		<b>Passif</b>	<b>31 March 2013</b>	<b>31 March 2012</b>
			<b>(milliers €)</b>	
		Banques centrales, CCP	–	–
		Dettes envers les établissements de crédit	3 810 155	5 634 392
		Opérations avec la clientèle	64 327	8 998
		Dettes représentées par un titre	79 285 903	89 853 507
		Autres passifs	4 132 765	3 551 609
		Comptes de régularisation	2 463 490	2 420 123
		Provisions	15 797	7 757
		Dettes subordonnées	3 458 820	3 460 019
		Capitaux propres dont Fonds pour risques bancaires généraux	1 864 356	1 834 193
		<b>Total Liabilities and Equity</b>	<b>95 095 613</b>	<b>106 770 598</b>
		<b>Hors - Bilan</b>	<b>31 March 2013</b>	<b>31 March 2012</b>
			<b>(milliers €)</b>	
		Engagements donnés	2 037 395	3 188 131
		Engagements reçus	11 201 598	10 529 546
<b>B.13</b>	<b>Événement récent propre à l'Émetteur et présentant un intérêt significatif pour l'évaluation de sa solvabilité</b>	<p>Sans objet.</p> <p>La Compagnie de Financement Foncier n'a enregistré aucun événement récent qui impacterait de manière significative l'évaluation de sa solvabilité.</p>		
<b>B.14</b>	<b>Degré de dépendance de l'Émetteur à l'égard d'autres entités de son Groupe</b>	<p>Conformément à la loi, la Compagnie de Financement Foncier a recours aux moyens techniques et humains de la maison mère en vertu de conventions liant les deux sociétés ; ces conventions, qui sont des conventions réglementées au sens de l'article L. 225-38 du Code du commerce, couvrent l'ensemble des activités de l'entreprise.</p> <p>Les textes élaborés tiennent compte de la spécificité des relations existantes entre le Crédit Foncier et sa filiale, la Compagnie de Financement Foncier.</p> <p>Le Crédit Foncier a pour principale activité de consentir des concours immobiliers aux particuliers et aux professionnels de l'immobilier avec garantie hypothécaire, des prêts aux collectivités territoriales ainsi que des financements structurés, et d'émettre des obligations en représentation de ces prêts.</p>		

		<p>Le Crédit Foncier a apporté à la Compagnie de Financement Foncier la totalité de ses obligations foncières et les actifs qui les garantissaient, en vertu des dispositions de l'article 110 de la loi du 25 juin 1999.</p> <p>Après avoir été adossé au Groupe Caisse d'Épargne entre 1999 et 2009, le Crédit Foncier est depuis 2009 affilié au Groupe BPCE, né du rapprochement des Groupes Caisse d'Épargne et Banque Populaire. Depuis le 5 août 2010, le Crédit Foncier est désormais détenu à 100 % par l'Organe central BPCE.</p> <p>Dix-sept conventions ont été signées entre le Crédit Foncier et la Compagnie de Financement Foncier à savoir :</p> <ul style="list-style-type: none"> <li>• une convention cadre, posant les principes généraux ;</li> <li>• une convention de cession des prêts ;</li> <li>• une convention de gestion et de recouvrement des créances ;</li> <li>• une convention de prestations financières ;</li> <li>• une convention de gestion actif/passif (ALM) ;</li> <li>• une convention de gestion administrative et comptable ;</li> <li>• une convention de prestations en matière de contrôle interne et de conformité ;</li> <li>• une convention relative à la mise en oeuvre des outils informatiques ;</li> <li>• une convention de mise à disposition de personnels ;</li> <li>• une convention relative à la rémunération des prestations ;</li> <li>• une convention relative à la prestation de banque de règlement ;</li> <li>• une convention de garantie au titre des prêts à taux révisables ;</li> <li>• une convention de garantie et d'indemnisation ;</li> <li>• une convention d'agent payeur ;</li> <li>• une convention de Titres super subordonnés (TSS) (transformation du prêt participant) ;</li> <li>• une convention de Titres subordonnés remboursables (TSR) ;</li> <li>• une convention de cession de rang hypothécaire/d'antériorité ;</li> </ul> <p>et trois conventions tripartites entre le Crédit Foncier, la Compagnie de Financement Foncier et une tierce partie :</p> <ul style="list-style-type: none"> <li>• une convention de gestion et de recouvrement des prêts aidés par l'État, signée également par l'État ;</li> <li>• le renouvellement de la convention d'affaires sur le Secteur public territorial (avec BPCE, les Caisses d'Épargne et le Crédit Foncier) ;</li> <li>• une convention d'intégration fiscale entre le Crédit Foncier, la Compagnie de Financement Foncier et BPCE.</li> </ul>
<b>B.15</b>	<b>Principales activités de l'Émetteur</b>	<p>La Compagnie de Financement Foncier a pour unique activité d'acquérir des actifs éligibles et de les refinancer.</p> <p>Les critères d'éligibilité des actifs des sociétés de crédit foncier sont définis par les articles L. 515-14 à L. 515-17 du CMF. Sont ainsi éligibles :</p> <ul style="list-style-type: none"> <li>- les prêts garantis par une hypothèque de premier rang ou une garantie au</li> </ul>

		<p>moins équivalente lorsque les biens sous-jacents sont situés dans un État de l'espace économique européen ou dans un État bénéficiant de la meilleure notation de qualité de crédit ;</p> <ul style="list-style-type: none"> <li>- les expositions sur des personnes publiques (entités publiques, collectivités territoriales, etc.) lorsqu'elles portent sur (ou sont garanties par) des personnes publiques de l'espace économique européen ou localisées en Suisse, États-Unis d'Amérique, Canada, Japon, Australie et Nouvelle Zélande, et, le cas échéant, lorsqu'elles bénéficient, par leur bénéficiaire ou leur garant, des meilleures notations externes de qualité de crédit step one ;</li> <li>- les valeurs de remplacement (plafonnées à 15 % du montant nominal des obligations foncières et autres ressources bénéficiant du privilège): titres, valeurs et dépôts suffisamment sûrs et liquides.</li> </ul> <p>L'ensemble des actifs éligibles est porté par la société de crédit foncier dans un bilan dédié, distinct de celui de sa maison mère.</p> <p>Pour refinancer ces actifs, la société de crédit foncier est autorisée à émettre des obligations foncières notées AAA/Aaa/AAA ainsi que d'autres instruments financiers bénéficiant ou non du privilège défini par l'article L. 515-19 du Code monétaire et financier.</p>
<b>B.16</b>	<b>Entité(s) ou personne(s) détenant ou contrôlant directement ou indirectement l'Émetteur</b>	<p>Le Crédit Foncier détient la quasi-totalité des actions de la Compagnie de Financement Foncier (74 216 239). Conformément aux statuts de la Compagnie de Financement Foncier, chaque membre du Conseil d'administration doit détenir au moins une action pendant la durée de son mandat.</p>

B.17	<b>Notation assignée à l'Émetteur ou à ses titres d'emprunt</b>	<p>La notation de crédit long terme de Compagnie de Financement Foncier est établie respectivement, à A-, A2 et A+ respectivement par Standard &amp; Poor's Ratings Services ("<b>Standard &amp; Poor's</b>"), Moody's Investors Service ("<b>Moody's</b>") et par Fitch Ratings ("<b>Fitch</b>"). Le Programme bénéficie de la notation financière AAA par Standard &amp; Poor's et Aaa par Moody's.</p> <p>S&amp;P, Moody's et Fitch, qui sont des agences de notation établies dans l'Union Européenne et enregistrées conformément au Règlement (CE) No. 1060/2009 relatif aux agences de notation (le "<b>Règlement CRA</b>"), tel que modifié par le Règlement (UE) No. 513/2011, et qui apparaissent dans la liste des agences de notation enregistrées publiée par l'Autorité Européenne des Marchés Financiers (<i>European Securities and Market Authority</i>) sur son site Internet.</p> <p>La notation (le cas échéant) des Titres sera mentionnée dans les Conditions Définitives.</p> <p>Une notation n'est pas une recommandation d'achat, de vente ou de détention de titres et peut, à tout moment, être suspendue, modifiée, ou retirée par l'agence de notation concernée.</p> <p><b>Résumé spécifique à l'émission :</b></p> <p>Notation de crédit : [Sans objet/Les Titres qui seront émis [ont été/devraient être] notées :</p> <p>[S&amp;P : [●]]</p> <p>[Fitch : [●]]</p> <p>[Moody's : [●]]</p>
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Section C – Valeurs mobilières		
C.1	<b>Nature, catégorie et numéro d'identification des Titres</b>	<p>Jusqu'à 125.000.000.000 euros (ou la contre-valeur de ce montant dans d'autres devises à la date de l'émission) représentant le montant nominal total des Titres en circulation à tout moment dans le cadre du Programme <i>d'Euro Medium Term Notes</i> arrangé par Deutsche Bank AG, Paris Branch (le « <b>Programme</b> »).</p> <p>Les Titres seront émis sur une base syndiquée ou non syndiquée. Les Titres seront émis par souche (dénommée chacune « <b>Souche</b> ») à une même date ou à des dates d'émissions différentes et seront à tous autres égards identiques, les Titres d'une même Souche étant supposés être fongibles entre eux ou identiques à tous égards à l'exception du premier paiement d'intérêts, de la date d'émission, du prix d'émission et du montant nominal). Chaque Souche pourra être émise par tranches (dénommées chacune « <b>Tranche</b> ») aux mêmes dates d'émission ou à des dates d'émission différentes. Les conditions particulières de chaque Tranche (qui seront complétées, si nécessaire, par des conditions complémentaires et qui, sauf en ce qui concerne la date d'émission, le prix d'émission, le premier paiement d'intérêts et le montant nominal de la Tranche, seront identiques aux conditions des autres Tranches de la même Souche) seront indiquées dans les Conditions Définitives jointes au présent Prospectus de Base (les « <b>Conditions Définitives</b> »).</p>



		<p>Les Titres pourront être émis sous forme de titres dématérialisés (« <b>Titres Dématérialisés</b> ») ou matérialisés (« <b>Titres Matérialisés</b> »).</p> <p>Les Titres Dématérialisés peuvent, au choix de l'Émetteur, soit être émis au porteur, soit être nominatifs et, dans ce dernier cas, au choix du porteur concerné, être au nominatif pur ou au nominatif administré. Aucun titre papier ne sera émis pour les Titres Dématérialisés. Les Titres Matérialisés peuvent être émis au porteur (« <b>Titres Matérialisés au Porteur</b> ») uniquement.. Un certificat global temporaire émis au porteur (un « <b>Certificat Global Temporaire</b> ») relatif à chaque Tranche de Titres Matérialisés au Porteur sera initialement émis.</p>
		<p>Les Titres Matérialisés ne peuvent être émis qu'hors de France.</p> <p>Les Titres ont été déposés auprès d'Euroclear France en qualité de dépositaire central pour les Titres Dématérialisés et Clearstream Banking, société anonyme (« <b>Clearstream, Luxembourg</b> »), Euroclear Bank S.A./N.V. (« <b>Euroclear</b> ») ou tout autre système de compensation convenu par l'Émetteur, l'agent financier dans le cadre du Programme (l' « <b>Agent Financier</b> ») et l'Agent Placeur concerné pour les Titres Matérialisés.</p> <p>Un numéro d'identification des Titres (Code ISIN) et un code commun seront indiqués dans les Conditions Définitives applicables.</p> <p><b>Résumé spécifique à l'émission :</b></p> <p>Souche N° : [•]  Tranche N° : [•]  Montant nominal total : [•]  Souche : [•]  Tranche : [•]  Forme des Titres : [Titres Matérialisés/Titres Dématérialisés]  [Si les Titres sont des Titres Dématérialisés : Les Titres Dématérialisés sont des Titres au porteur / au nominatif.]  Si les Titres sont des Titres Matérialisés : Les Titres Matérialisés sont des Titres au porteur uniquement]</p> <p>Code ISIN : [•]  Code commun : [•]  Dépositaire Central : [•]</p> <p>Tout système de compensation autre qu'Euroclear Bank</p>

		S.A./N.V. et Clearstream Banking, société anonyme et les numéros d'identification applicables : [Sans objet]/[donner le(s) nom(s) et le(s) numéro(s) [et le(s) adresse(s)]]
C.2	<b>Devises des Titres</b>	<p>Les Titres peuvent être émis en euro, franc suisse, dollar américain, dollar de Hong Kong, dollar canadien, livre sterling, yen japonais, couronne norvégienne et en toute autre devise qui pourrait être convenue entre l'Emetteur et les Agents Placeurs concernés.</p> <p><b>Résumé spécifique à l'émission :</b></p> <p>La devise des Titres est :</p> <p style="text-align: center;">[•]</p>
C.5	<b>Description de toute restriction imposée à la libre négociabilité des Titres</b>	Sous réserve de certaines restrictions relatives à l'achat, l'offre, la vente et la livraison des Titres et à la possession ou distribution du Prospectus de Base, de tout autre document d'offre ou de toutes Conditions Définitives, il n'existe pas de restriction imposée à la libre négociabilité des Titres.
C.8	<b>Description des droits attachés aux Titres</b>	<ul style="list-style-type: none"> <li>• <b><u>Arrangeur dans le cadre du Programme</u></b> L'arrangeur dans le cadre du Programme (l'« <b>Arrangeur</b> ») est : Deutsche Bank AG, Paris Branch</li> <li>• <b><u>Agents Placeurs dans le cadre du Programme</u></b> Les agents placeurs dans le cadre du Programme (les « <b>Agents Placeurs</b> ») sont : Barclays Bank PLC BNP Paribas Commerzbank Aktiengesellschaft Crédit Agricole Corporate and Investment Bank Crédit Foncier de France Credit Suisse Securities (Europe) Limited Deutsche Bank Aktiengesellschaft HSBC France J.P. Morgan Securities plc Merrill Lynch International Morgan Stanley &amp; Co. International plc NATIXIS Nomura International plc Société Générale The Royal Bank of Scotland plc UBS Limited</li> </ul>

		<p>L'Émetteur peut, à tout moment, terminer le mandat d'un des Agents Placeurs ou nommer des agents placeurs additionnels, soit pour les besoins d'une ou plusieurs Tranches, soit pour les besoins du Programme en sa totalité</p> <ul style="list-style-type: none"> <li>• <b><u>Prix d'émission</u></b></li> </ul> <p>Les Titres peuvent être émis à leur valeur nominale ou avec une décote ou une prime par rapport à leur valeur nominale.</p> <ul style="list-style-type: none"> <li>• <b><u>Valeur Nominale Unitaire</u></b></li> </ul> <p>Les Titres auront la valeur nominale indiquée dans les Conditions Définitives correspondantes sauf pour la valeur nominale minimale de tout Titre admis à la négociation sur un Marché Réglementé, ou offert au public dans un Etat membre de l'EEE dans des circonstances exigeant la publication d'un prospectus en vertu de la Directive Prospectus, qui est fixée à 1.000 euros (ou, si les Titres sont libellés dans une devise différente, la contre-valeur de ce montant dans toute autre devise à la date d'émission) ou à tout autre montant plus élevé qui sera autorisé ou requis à tout moment par la banque centrale concernée (ou une autre autorité équivalente) ou par toute loi ou réglementation applicable à la Devise Prévue concernée.</p> <p>Les Titres Dématérialisés seront émis avec une seule Valeur Nominale Unitaire.</p> <ul style="list-style-type: none"> <li>• <b><u>Rang de créance des Titres</u></b></li> </ul> <p>Les Titres (<i>obligations foncières</i>) constituent des obligations directes, inconditionnelles de l'Émetteur, bénéficiant d'un privilège qui prendront rang à égalité entre elles sans aucune préférence et de rang égal et proportionnel par rapport à tout autre titre présent ou futur et autres ressources levées par l'Émetteur bénéficiant du privilège issu de l'article L.515-19 du Code monétaire et financier.</p> <ul style="list-style-type: none"> <li>• <b><u>Privilège</u></b></li> </ul> <p>Les Titres bénéficient d'un privilège (droit de paiement prioritaire) issu de l'article L. 515-19 du Code monétaire et financier.</p> <ul style="list-style-type: none"> <li>• <b><u>Maintien de l'emprunt à son rang</u></b></li> </ul> <p>Aucun.</p> <ul style="list-style-type: none"> <li>• <b><u>Cas de défaut, y compris le défaut croisé</u></b></li> </ul> <p>Aucun.</p> <ul style="list-style-type: none"> <li>• <b><u>Exemption fiscale</u></b></li> </ul> <p>Tous les paiements de principal, d'intérêts et autres revenus effectués par ou pour le compte de l'Émetteur en vertu des Titres devront l'être nets de toute retenue à la source ou prélèvement, de tous taxes, droits, impôts ou prélèvements de toute nature, imposés, levés, collectés ou retenus à la source par l'Etat français ou sur le territoire français ou par toute autorité de cet Etat ayant le pouvoir de lever l'impôt, à moins que cette retenue à la source ou ce prélèvement ne soit exigé par la loi.</p> <ul style="list-style-type: none"> <li>• <b><u>Droit applicable</u></b></li> </ul> <p>Droit français.</p>
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C.9	<p><b>Intérêts, échéance et modalités de remboursement, rendement et représentation des porteurs des Titres</b></p>	<p>Veillez vous reporter également à la section C.8 ci-dessus.</p> <ul style="list-style-type: none"> <li>• <b><u>Périodes d'intérêt et taux d'intérêts</u></b></li> </ul> <p>La durée des périodes d'intérêts des Titres et le taux d'intérêt applicable ou sa méthode de calcul pourront être constants ou varier au cours du temps pour chaque Souche. Les Titres pourront avoir un taux d'intérêt maximum, un taux d'intérêt minimum, ou les deux. L'utilisation des périodes d'intérêts courus permet de prévoir des taux d'intérêts différents des Titres pour la même période d'intérêts. Ces informations seront prévues dans les Conditions Définitives concernées.</p> <ul style="list-style-type: none"> <li>• <b><u>Titres à Taux Fixe</u></b></li> </ul> <p>Les coupons fixes seront payables à terme échu chaque année à la date ou aux dates de chaque année prévues dans les Conditions Définitives.</p>
		<ul style="list-style-type: none"> <li>• <b><u>Titres à Taux Variable</u></b></li> </ul> <p>Les Titres à Taux Variable porteront intérêt déterminé de façon différente pour chaque Souche, comme suit:</p> <p>(i) sur la même base que le taux variable applicable à une opération d'échange de taux d'intérêts dans la Devise Prévues concernée conformément à la Convention-Cadre FBF 2001 relative aux opérations sur instruments financiers à terme telle que complétée par les Annexes Techniques publiées par la Fédération Bancaire Française ou la FBF, ou</p> <p>(ii) sur la même base que le taux variable applicable à une opération d'échange de taux d'intérêt notionnel dans la Devise Prévues concernée, conformément à un contrat incluant les Définitions ISDA 2006 telles que publiées par l'<i>International Swaps and Derivatives Association, Inc.</i> ; ou</p> <p>(iii) par référence au LIBOR, EURIBOR, EONIA, CMS Rate ou TEC10 dans chacun des cas, tels qu'ajustés des marges applicables.</p> <ul style="list-style-type: none"> <li>• <b><u>Titres à Taux Fixe/Variable</u></b></li> </ul> <p>Les Titres à Taux Fixe/Variable pour lesquels un changement de base d'intérêt est spécifié être applicable peuvent être émis par l'Émetteur, le changement de base d'intérêt pouvant être prévu au gré de l'Émetteur ou automatiquement.</p> <ul style="list-style-type: none"> <li>• <b><u>Titres à Coupon Zéro</u></b></li> </ul> <p>Les Titres à Coupon Zéro peuvent être émis à leur valeur nominale ou avec décote et ne porteront pas intérêt.</p>

		<ul style="list-style-type: none"> <li>• <b><u>Titres Indexés sur l'Inflation</u></b></li> </ul> <p>L'Émetteur pourra émettre des Titres Indexés sur l'Inflation dont l'intérêt et/ou le principal sera calculé à partir d'un ratio de l'indice d'inflation (à chaque fois, le « <b>Ratio de l'Indice d'Inflation</b> »), ce ratio étant lui-même déterminé grâce à :</p> <p>(i) l'indice des prix à la consommation (hors tabac) des ménages en France ou l'indice applicable lui étant substitué calculé et publié mensuellement par l'Institut National de la Statistique et des Etudes Economiques (« <b>INSEE</b> ») (le « <b>CPI</b> ») (les « <b>Titres Indexés sur le CPI</b> ») ; ou</p> <p>(ii) l'indice des prix à la consommation harmonisé (hors tabac) ou l'indice applicable lui étant substitué, mesurant le taux de l'inflation dans l'Union Monétaire Européenne calculé et publié mensuellement par Eurostat (le « <b>HICP</b> ») (les « <b>Titres Indexés sur le HICP</b> »).</p> <p>Le taux d'intérêt des Titres Indexés sur l'Inflation peut être calculé sur la même base que pour les Titres à Taux Fixe ou sur la base du CPI ou du HICP.</p> <ul style="list-style-type: none"> <li>• <b><u>Échéances</u></b></li> </ul> <p>Sous réserve du respect de toutes lois, réglementations et directives applicables, toute échéance d'un mois minimum à compter de la date d'émission initiale.</p>
		<ul style="list-style-type: none"> <li>• <b><u>Remboursement</u></b></li> </ul> <p>Les Titres devront être remboursés à l'échéance convenue ou avant l'échéance convenue au gré de l'Émetteur ou du porteur de Titres. Les Conditions Définitives indiqueront la base de calcul des montants de remboursement dus.</p> <ul style="list-style-type: none"> <li>• <b><u>Option de Remboursement</u></b></li> </ul> <p>Les Conditions Définitives préparées à l'occasion de chaque émission de Titres indiqueront si un remboursement anticipé au gré de l'Émetteur ou au gré des porteurs est applicable conformément auquel les Titres peuvent être remboursés avant la date d'échéance prévue au gré de l'Émetteur et ou du porteur de Titres (en totalité ou en partie) et, si tel est le cas, les modalités applicables à ce remboursement.</p> <ul style="list-style-type: none"> <li>• <b><u>Rendement</u></b></li> </ul> <p>Les Conditions Définitives de chaque émission de Titres à Taux Fixe préciseront le rendement des Titres.</p> <ul style="list-style-type: none"> <li>• <b><u>Représentation des porteurs des Titres</u></b></li> </ul> <p>En ce qui concerne la représentation des porteurs de Titres, les règles suivantes s'appliqueront:</p> <p>(a) Si les Titres sont émis en France, les Conditions Définitives concernées stipuleront qu'une « Masse Complète » sera constituée et que les porteurs de Titres seront groupés, au titre de toutes les Tranches d'une même Souche, pour la défense de leurs intérêts communs en une masse (la « <b>Masse</b> ») et les dispositions du Code de commerce relatives à la Masse s'appliqueront ; et</p>

		<p>(b) Si les Titres sont émis hors de France pour les besoins de l'article L.288-90 du Code de commerce, les Conditions Définitives concernées stipuleront qu'une « Masse Contractuelle » sera constituée et que les porteurs de Titres seront groupés automatiquement, au titre de toutes les Tranches d'une même Souche, pour la défense de leurs intérêts communs en une Masse. La Masse sera régie par les dispositions du Code de commerce, à l'exception des articles L. 228-48, L. 228-59, R.228-63, R.228-67, R.228-69 et R. 228-76.</p> <p>Si les Conditions Définitives indiquent que les stipulations des paragraphes (a) ou (b) ci-dessus sont applicables, la Masse agira en partie par l'intermédiaire d'un représentant (le « <b>Représentant</b> ») et en partie par l'intermédiaire d'une assemblée générale des porteurs de titres. Les noms et adresses du Représentant initial et de son suppléant seront précisés dans les Conditions Définitives concernées. Le Représentant désigné dans le cadre de la première Tranche d'une Souche sera le représentant de la Masse unique de toutes les autres Tranches de cette Souche.</p> <p><b>Résumé spécifique à l'émission :</b></p> <p>Base(s) d'Intérêt : [Taux Fixe [●]%, [[EURIBOR/LIBOR/EONIA/CMS Rate/TEC10] +/- [●]% Taux Variable] [Taux Fixe/Variable] [Coupon Zéro] [Titre Indexé sur l'Inflation – Taux Fixe/ Inflation]</p> <p>Date de Commencement des Intérêts : [Préciser/Date d'Émission/Sans objet]</p> <p>Date d'échéance : [Préciser (pour les Titres à Taux Variable) la Date de Paiement des Intérêts tombant le ou le plus près du mois et de l'année concernés]</p> <p>Base de Remboursement : [Titres Indexés sur l'Inflation – [Remboursement au pair/Remboursement indexé sur l'inflation]] [Sous réserve de tout achat et annulation ou remboursement anticipé, les Titres seront remboursés a la Date d'Echeance à [●] pour cent de leur montant nominal]</p> <p>Changement de Base d'Intérêt : [Applicable (pour Titres à Taux Fixe/Variable) / Sans objet]</p> <p>Option de Remboursement : [Applicable] / [Sans objet]</p> <p>Option de Vente : [Applicable] / [Sans objet]</p> <p>Taux d'Intérêt Maximum : [Applicable] / [Sans objet]</p>
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<b>C.10</b>	<b>Paiement des intérêts liés à un (des) instrument(s) dérivé(s)</b>	<p>A l'exception des Titres Indexés sur l'Inflation, les Titres émis dans le cadre du Programme ne sont liés à aucun instrument dérivé. Les Titres Indexés sur l'Inflation sont des Titres dont le montant des intérêts et/ou le principal sont liés à la variation (i) de l'indice des prix à la consommation (hors tabac) des ménages en France ou l'indice applicable lui étant substitué calculé et publié mensuellement par l'INSEE, (<b>CPI</b>) ou (ii) de l'indice des prix à la consommation harmonisé (hors tabac), ou l'indice applicable lui étant substitué, mesurant le taux de l'inflation dans l'Union Monétaire Européenne calculé et publié mensuellement par Eurostat (<b>HICP</b>).</p>

		La valeur de l'investissement dans les Titres Indexés sur l'Inflation peut être affectée par la valeur du CPI ou le l'HICP, selon le cas, tel que décrit à la rubrique C.15 ci-dessous.
<b>C.11</b>	<b>Cotation et admission à la négociation</b>	Comme mentionné dans les Conditions Définitives, une souche de Titres pourra ou non être cotée et admise à la négociation sur Euronext Paris et/ou sur tout Marché Réglementé ou autre marché.
		<b>Résumé spécifique à l'émission :</b>  [[Une demande a été faite]/[Une demande doit être faite] par l'Émetteur (ou au nom et pour le compte de l'Émetteur) en vue de la cotation et de l'admission des Titres aux négociations sur [[[Euronext Paris] / [la Liste Officielle de la Bourse de Luxembourg] / [●]]] à compter de [●]]] / [Sans objet]
<b>C.15</b>	<b>Description de l'impact de la valeur sous-jacent sur la valeur de l'investissement</b>	Les Titres Indexés sur l'Inflation sont des titres de créance dont le montant d'intérêt n'est pas prédéterminé et/ou dont le montant de remboursement n'est pas prédéterminé. Les montants dus au titre de l'intérêt et/ou du principal seront dépendants de la variation :  (i) de l'indice des prix à la consommation (hors tabac) des ménages en France ou l'indice applicable lui étant substitué calculé et publié mensuellement par l'INSEE, ou  (ii) de l'indice des prix à la consommation harmonisé (hors tabac), ou l'indice applicable lui étant substitué, mesurant le taux de l'inflation dans l'Union Monétaire Européenne calculé et publié mensuellement par Eurostat.  Si à la date de maturité le niveau du Ratio de l'Indice d'Inflation est inférieur à 1, les Titres seront remboursés au pair.  <b>Résumé spécifique à l'émission :</b>  La valeur de l'investissement dans les Titres Indexés sur l'Inflation peut être affectée par le niveau du [CPI/HICP]. En effet, cet indice d'inflation affecte le montant de remboursement et/ou le montant d'intérêt calculés comme indiqué à la section C.9 ci-dessus.
<b>C.16</b>	<b>Titres Indexés sur l'Inflation - Echéance</b>	Sous réserve du respect de toutes lois, réglementations et directives applicables, toute échéance indiquée dans les Conditions Définitives.  <b>Résumé spécifique à l'émission :</b>  La date d'échéance des Titres Indexés sur l'Inflation est [●].
<b>C.17</b>	<b>Titres Indexés sur l'Inflation – Règlement-livraison</b>	Les Titres Indexés sur l'Inflation feront l'objet d'un règlement en espèces.
<b>C.18</b>	<b>Produit des Titres Indexés sur l'Inflation</b>	Les paiements d'intérêts se rapportant aux Titres Indexés sur l'Inflation dont l'intérêt est indexé sur l'inflation seront déterminés en multipliant le montant nominal en circulation de ces Titres par le produit du taux annuel indiqué dans les Conditions Définitives et du Ratio de l'Indice d'Inflation applicable.  Le paiement du montant en principal dû au titre des Titres Indexés sur



		l'Inflation, si ce montant est indexé sur l'inflation, sera déterminé en multipliant le montant nominal de ces Titres en circulation par le Ratio de l'Indice d'Inflation applicable. Toutefois, si à la date de maturité le niveau du Ratio de l'Indice d'Inflation est inférieur à 1, les Titres seront remboursés au pair.
<b>C.19</b>	<b>Titres Indexés sur l'Inflation – Prix d'exercice / Prix de référence final</b>	Le montant de remboursement final pour les Titres Indexés sur l'Inflation sera calculé sur la base du ratio entre l'indice à la date d'échéance et la Référence de Base spécifiée dans les Conditions Définitives applicables. Merci de vous reporter également à la section C.9 ci-dessus.
<b>C.20</b>	<b>Titres Indexés sur l'Inflation – Description du sous-jacent</b>	<p>Les Titres Indexés sur l'Inflation sont des Titres dont le montant d'intérêt et/ou le principal sont indexés. Dans le cas de Titres Indexés sur l'Inflation dont l'intérêt est indexé, l'intérêt est déterminé en appliquant la variation annuelle de l'inflation, exprimée en pourcentage, au montant nominal des Titres Indexés sur l'Inflation. Dans le cas de Titres Indexés sur l'Inflation dont le principal est indexé, le principal est indexé sur la variation de l'inflation entre la valeur de l'indice applicable (c'est-à-dire soit le CPI soit le HICP) à la date d'émission et à la date de remboursement.</p> <p><b>Résumé spécifique à l'émission :</b> <i>(Insérer pour les Titres indexés sur CPI)</i></p> <p><b>Les Titres Indexés sur le CPI</b></p> <p>Les Titres Indexés sur le CPI sont liés à l'indice des prix à la consommation (hors tabac) des ménages en France calculé et publié mensuellement par l'INSEE : le CPI. Le CPI est l'instrument officiel pour mesurer l'inflation. Il permet de disposer d'une estimation entre deux périodes déterminées des moyennes de fluctuations des prix des biens et des services consommés par les ménages sur le territoire français. C'est un indicateur de mouvements des prix des produits sur une base de qualité constante. Des informations relatives aux CPI peuvent être trouvées à la page Reuters Agence France trésor OATINFLATION01 ou sur Bloomberg TRESOR&lt;GO&gt; et sur le site internet <a href="http://www.aft.gouv.fr">www.aft.gouv.fr</a>.</p> <p><b>Les Titres Indexés sur le HICP</b> <i>(Insérer pour les Titres indexés sur HICP)</i></p> <p>Les Titres Indexés sur le HICP sont liés à l'indice des prix à la consommation harmonisé, hors tabac, de la zone euro calculé et publié mensuellement par Eurostat et les instituts nationaux de la statistique conformément aux méthodes statistiques harmonisées : le HICP. Le HICP est un indicateur économique destiné à mesurer les changements dans le temps des prix des biens à la consommation et des services acquis par les ménages dans la zone euro. Des informations relatives au HICP peuvent être trouvées à la page Reuters Agence France Trésor OATEI01, sur le site internet <a href="http://www.aft.gouv.fr">www.aft.gouv.fr</a> et sur la page Bloomberg TRESOR.</p>
<b>C.21</b>	<b>Marchés de négociation</b>	Les Titres pourront (ou non) être cotés et admis aux négociations sur Euronext Paris, la Liste Officielle de la Bourse de Luxembourg ou tout autre marché

		réglementé, tel que précisé dans les Conditions Définitives applicables. Le Prospectus de Base sera publié à l'intention du ou des marchés réglementés ainsi désignés.
		<b>Résumé spécifique à l'émission :</b> [Les Titres seront cotés et admis aux négociations sur [le marché réglementé d'Euronext Paris] / [la Liste Officielle de la Bourse de Luxembourg] / [●].]/[Sans objet.]

<b>Section D –Facteurs de Risque</b>		
<b>D.2</b>	<b>Informations clés sur les principaux risques propres à l'Émetteur ou à son exploitation et son activité</b>	<p>Les investisseurs potentiels doivent considérer, entre autres, les facteurs de risque relatifs à Compagnie de Financement Foncier et à son exploitation et qui peuvent altérer la capacité de Compagnie de Financement Foncier à remplir ses obligations relatives aux Titres émis dans le cadre du Programme.</p> <p>Ces facteurs de risque incluent les suivants :</p> <ul style="list-style-type: none"> <li>- <u>Risque de crédit</u></li> </ul> <p>Le risque de crédit se matérialise lorsqu'une contrepartie est dans l'incapacité de faire face à ses obligations et il peut se manifester par la migration de la qualité de crédit voire le défaut de la contrepartie.</p> <ul style="list-style-type: none"> <li>- <u>Risque de taux</u></li> </ul> <p>Le risque de taux d'intérêt global est le risque encouru en cas de variation des taux d'intérêt du fait de l'ensemble des opérations de bilan et de hors bilan, à l'exception, le cas échéant, des opérations soumises aux risques de marché (portefeuille de négociation).</p> <ul style="list-style-type: none"> <li>- <u>Risque de change</u></li> </ul> <p>Le risque de change est le risque encouru en cas de variation des cours des devises (contre euro) du fait de l'ensemble des opérations de bilan et hors bilan, à l'exception, le cas échéant, des opérations soumises aux risques de marché (portefeuille de négociation).</p> <ul style="list-style-type: none"> <li>- <u>Risque de liquidité</u></li> </ul> <p>Le risque de liquidité est le risque de ne pas pouvoir faire face à ses engagements ou de ne pas pouvoir dénouer ou compenser une position en raison de la situation du marché, dans un délai déterminé et à un coût raisonnable.</p> <ul style="list-style-type: none"> <li>- <u>Risque de contrepartie</u></li> </ul> <p>Le risque de contrepartie est le risque que la contrepartie d'une opération fasse défaut avant le règlement définitif de l'ensemble des flux de trésorerie, que cette opération soit classée en portefeuille bancaire ou en portefeuille de négociation.</p>

		<ul style="list-style-type: none"> <li>- <u>Risque opérationnel</u> Le risque opérationnel est défini au sein du Groupe BPCE comme le risque de perte liée à une défaillance ou un dysfonctionnement des processus, des systèmes d'information, des hommes ou suite à des événements extérieurs.</li> <li>- <u>Risque de règlement</u> Le risque de règlement est le risque encouru en cas de non respect de la part d'une contrepartie de ses engagements de paiements alors que la seconde a respecté les siens.</li> </ul> <p>Les risques pour la Compagnie de Financement Foncier sont également les suivants :</p> <ul style="list-style-type: none"> <li>- le risque de non-conformité ;</li> <li>- le risque d'assurance ;</li> <li>- le risque lié aux activités externalisées ;</li> <li>- le risque informatique ;</li> <li>- le risque lié à l'organisation de la continuité d'activité ;</li> </ul> <p>le risque juridique.</p>
D.3	<b>Informations clés sur les principaux risques propres aux Titres</b>	<p>Certains facteurs sont susceptibles d'affecter la capacité de l'Emetteur à remplir ses obligations relatives aux Titres devant être émis en vertu du Programme :</p> <p><u>- Risques généraux liés aux Titres tels que :</u></p> <ul style="list-style-type: none"> <li>- Les investisseurs doivent procéder à une revue indépendante et obtenir un conseil professionnel concernant l'acquisition des Titres.</li> <li>- Des conflits d'intérêt potentiels peuvent naître.</li> <li>- Ni l'Emetteur, ni aucun des Agent(s) Placeur(s), ni aucune des filiales n'assume la responsabilité de la légalité de l'acquisition des Titres par un investisseur potentiel.</li> <li>- Une modification, des renoncations et/ou une substitution des modalités des Titres qui ne sont pas souhaitées par la totalité des porteurs, peuvent être effectuées par la majorité des porteurs.</li> <li>- Fiscalité: Les acheteurs et vendeurs potentiels de Titres devraient être avertis qu'ils pourraient être tenus de payer des impôts ou autres taxes ou droits conformément aux lois et pratiques du pays où les Titres sont transférés ou autres juridictions.</li> <li>- La directive 2003/48/EC en matière de fiscalité des revenus de l'épargne : si un paiement devait être effectué ou collecté au sein d'un Etat Membre qui a opté pour un système de retenue à la source et qu'un montant devait être retenu sur ce paiement en tant qu'impôt, ni l'Emetteur ni aucun agent payeur, ni aucune autre personne ne sera tenu de payer des montants additionnels afférents aux Titres du fait de l'application de cette retenue ou de ce prélèvement à la source.</li> <li>- La proposition de directive relative à la taxe sur les transactions</li> </ul>

		<p>financières a un champ d'application large et pourrait, si elle était introduite dans son format actuel, s'appliquer à certaines opérations de Titres (notamment les transactions du marché secondaire) dans certaines circonstances.</p> <ul style="list-style-type: none"> <li>- Les risques relatifs à la retenue à la source : si la loi française venait à imposer que tout paiement relatif à tout Titre à un prélèvement ou à une retenue au titre d'un quelconque impôt ou taxe de toute nature l'Emetteur ne sera pas tenu de payer des montants additionnels.</li> <li>- Les risques relatifs aux règles « FATCA » sont susceptibles d'affecter les paiements aux dépositaires ou intermédiaires dans la chaîne ultérieure de paiement menant à l'investisseur final si l'un de ces dépositaires ou intermédiaires est dans l'incapacité de manière générale à recevoir des paiements sans retenue « FATCA ».</li> </ul>
		<ul style="list-style-type: none"> <li>- Risques liés à un changement de loi ou règlement : aucune assurance ne peut être donnée quant à l'impact d'une décision de justice ou d'une modification de la législation française ou d'un changement dans l'application officielle ou l'interprétation de la législation française après la date du présent Prospectus de Base.</li> <li>- Risque de change : des investisseurs potentiels des Titres devraient être avertis qu'un investissement dans les Titres peut impliquer des risques de change.</li> <li>- Les notations peuvent ne pas refléter tous les risques.</li> <li>- Une absence de liquidité sur le marché secondaire peut se développer.</li> <li>- La valeur de marché des Titres sera affectée par la solvabilité de l'Emetteur et par un certain nombre de facteurs additionnels.</li> </ul>
		<ul style="list-style-type: none"> <li>- Mise en place de règles de pondération des actifs en fonction du risque par Bâle II et Bâle III – la mise en œuvre de Bâle II et Bâle III a apporté et continuera d'apporter un certain nombre de modifications substantielles aux exigences actuelles en matière de fonds propres, aux systèmes de contrôle prudentiel et aux systèmes de gestion des risques, y compris ceux de l'Émetteur.</li> </ul> <p><u>Risques liés à la structure de certains titres :</u></p> <ul style="list-style-type: none"> <li>- Si les Titres peuvent être remboursés au gré de l'Emetteur dans certaines circonstances, l'Emetteur peut choisir de rembourser les Titres à des moments où les taux d'intérêt en vigueur sont particulièrement bas.</li> <li>- Les Titres à Coupon Zéro sont soumis à des fluctuations de prix plus importantes que les obligations donnant lieu à paiement d'intérêts, car les prix d'émission sont significativement en dessous du pair.</li> <li>- La valeur des Titres à Taux Fixe peut varier.</li> </ul>

		<ul style="list-style-type: none"> <li>- La valeur de marché des Titres à Taux Variable peut être volatile.</li> <li>- La conversion du taux d'intérêt des Titres à Taux Fixe/Variable affectera le marché secondaire et la valeur des Titres étant donné que la conversion peut aboutir à une diminution d'ensemble des coûts de l'emprunt.</li> <li>- Les valeurs de marché d'instruments émis avec une décote ou avec une prime substantielle par rapport à leur montant principal tendent à évoluer plus fortement que celle des instruments ayant un taux d'intérêt conventionnel en termes de changements d'ordre général des taux d'intérêt</li> <li>- Les porteurs peuvent être exposés au risque sur les Titres Indexés sur l'Inflation, dépendant de la performance de l'indice.</li> <li>- Les Titres à taux variable avec un multiplicateur ou un autre facteur de levier : un facteur de levier amplifiera toute performance négative du sous-jacent. Les Titres à taux variable peuvent constituer des instruments volatiles.</li> <li>- Un investissement dans les Titres, pour lesquels la prime et/ou l'intérêt ou le principal sont déterminés par référence à une ou plusieurs valeurs, taux d'intérêt ou autres indices ou formules, que ce soit directement ou de manière inversée, peuvent inclure des risques significatifs non associés à des investissements similaires dans un instrument de dette conventionnel.</li> <li>- Les valeurs de marché de Titres sujet à une exposition inverse sont typiquement plus volatiles que les valeurs de marché d'autres instruments de dette conventionnels basé sur le même taux sous-jacent.</li> <li>- L'investisseur ne participera pas entièrement au rendement positif du taux sous-jacent lorsque le plafond s'applique et le taux d'intérêt et/ou le montant du remboursement peut être moins élevé que s'il n'y avait pas eu de plafond.</li> </ul>
		<p>Un investissement dans les Titres comporte certains risques qui sont importants dans l'évaluation des risques de marché associés aux Titres émis dans le cadre du Programme. Même si tous ces risques constituent des éventualités susceptibles ou non de se produire, les investisseurs potentiels doivent savoir que les risques encourus en investissant dans des Titres peuvent aboutir à une volatilité et/ou une diminution de la valeur de marché de la Tranche de Titres concernée pour laquelle la valeur de marché ne correspond plus aux attentes (financières ou autres) d'un investisseur qui a souscrit ces Titres.</p> <p>Toutefois, chaque investisseur potentiel dans les Titres doit déterminer en se fondant sur son propre jugement et en faisant appel à des conseils professionnels s'il le juge nécessaire, si l'acquisition de Titres est adaptée à ses besoins financiers, ses objectifs et ses conditions, si cette acquisition est</p>

		conforme et compatible avec toutes les politiques d'investissement, les directives et restrictions qui lui sont applicables et s'il s'agit d'un investissement qui lui convient, malgré les risques évidents et substantiels inhérents à l'investissement et à la détention de Titres.
<b>D.6</b>	<b>Avertissement sur les risques</b>	Les investisseurs potentiels de Titres Indexés sur l'Inflation sont avertis que ces Titres sont des titres de créance qui ne prévoient pas des paiements d'intérêts et/ou du principal prédéterminés. Les montants du principal et/ou d'intérêts dépendront du rendement du CPI ou du HICP, tel que décrit en C.9 ci-dessus. Le montant du principal et/ou des intérêts dû par l'Émetteur peut varier et les Titulaires des Titres peuvent ne percevoir aucun intérêt.

<b>Section E - Offre</b>		
<b>E.2b</b>	<b>Raisons de l'offre et utilisation du produit de l'offre</b>	<p>Le produit net de l'émission de chaque Tranche de Titres, sauf stipulation contraire, sera utilisé par l'Émetteur pour ses besoins généraux.</p> <p><b>Résumé spécifique à l'émission :</b>  [Le produit net de l'émission des Titres sera utilisé par l'Émetteur pour ses besoins généraux /préciser autre]</p>
<b>E.3</b>	<b>Modalités de l'offre</b>	<p>Les Titres pourront être offerts au public au Grand-Duché de Luxembourg, où le Prospectus de Base a été passeporté, ce qui sera spécifié dans les Conditions Définitives applicables.</p> <p>Il existe certaines restrictions concernant l'achat, l'offre, la vente et la livraison des Titres ainsi qu'à la possession ou la distribution du Prospectus de Base ou de tout autre document d'offre ou des Conditions Définitives.</p> <p>A l'exception de la section A.2 ci-dessus, ni l'Émetteur ni aucun des Agents Placeurs n'a autorisé une quelconque personne à faire une Offre au Public en aucune circonstance et aucune autre personne n'est autorisée à utiliser le Prospectus dans le cadre de ses propres offres de Titres. De telles offres ne seraient pas faites au nom de l'Émetteur ni par aucun des Agents Placeurs ou des Établissements Autorisés et ni l'Émetteur ni aucun des Agents Placeurs ou des Établissements Autorisés n'est responsable des actes de toute personne procédant à ces offres.</p> <p>Les Titres ne sauront pas offerts au public en France.</p> <p><b>Résumé spécifique à l'émission :</b>  [Sans objet, les Titres ne font pas l'objet d'une offre au public.]  [Les Titres sont offerts au public [au Grand-Duché de Luxembourg] / [●]]</p> <p>Prix d'Offre : [●]  Conditions auxquelles l'Offre est soumise : [Sans objet/[●]]  Période d'Offre (y compris les modifications possibles) : [●]  Description de la procédure de demande de souscription : [Sans objet/[●]]  Informations sur le montant minimum</p>

		et/ou maximum de souscription : [Sans objet/[●]] Modalités et date de publication des résultats de l'Offre : [Sans objet/[●]]
<b>E.4</b>	<b>Intérêts des personnes morales ou physiques impliquées dans l'émission des Titres</b>	Les Conditions Définitives concernées préciseront les intérêts des personnes morales ou physiques impliquées dans l'émission des Titres.  <i>Résumé spécifique à l'émission :</i> [A la connaissance de l'Émetteur, aucune personne participant à l'émission de Titres n'y a d'intérêt significatif.] / [Les Agents Placeurs percevront une commission d'un montant de [●]% du montant en principal des Titres. A la connaissance de l'Émetteur, aucune autre personne participant à l'émission de Titres n'y a d'intérêt significatif ( <i>Modifier si nécessaire s'il existe d'autres intérêts</i> ).]
<b>E.7</b>	<b>Estimation des dépenses mises à la charge de l'investisseur par l'Émetteur ou l'offreur</b>	Les Conditions Définitives concernées préciseront le cas échéant les estimations des dépenses pour toute Tranche de Titres.  <i>Résumé spécifique à l'émission :</i> [Sans objet / Les dépenses mises à la charge de l'investisseur sont estimées à [●].]

## **CONDITIONS ATTACHED TO THE CONSENT OF THE ISSUER TO USE THE BASE PROSPECTUS**

In the context of any offer of Notes in the Grand Duchy of Luxembourg and/or any Member State of the EEA specified in the applicable Final Terms (the “**Public Offer Jurisdictions**”) that is not within an exemption from the requirement to publish a prospectus under the Prospectus Directive, as amended, (a “**Public Offer**”), the Issuer consents to the use of the Base Prospectus and the relevant Final Terms (together, the “**Prospectus**”) in connection with a Public Offer of any Notes during the offer period specified in the relevant Final Terms (the “**Offer Period**”) and in the Public Offer Jurisdiction(s) specified in the relevant Final Terms by:

- (1) subject to conditions set out in the relevant Final Terms, any financial intermediary designated in such Final Terms; or
- (2) if so specified in the relevant Final Terms, any financial intermediary which satisfies the following conditions: (a) acts in accordance with all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the “**Rules**”), from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Notes by any person and disclosure to any potential investor; (b) complies with the restrictions set out under “*Subscription and Sale*” in this Base Prospectus which would apply as if it were a Dealer; (c) ensures that any fee (and any commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Notes is fully and clearly disclosed to investors or potential investors; (d) holds all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules; (e) retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer(s) and the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer(s) in order to enable the Issuer and/or the relevant Dealer(s) to comply with anti-money laundering, anti-bribery and “know your client” rules applying to the Issuer and/or the relevant Dealer(s); (f) does not, directly or indirectly, cause the Issuer or the relevant Dealer(s) to breach any Rule or any requirement to obtain or make any filing, authorisation or consent in any jurisdiction; and (g) satisfies any further conditions specified in the relevant Final Terms (in each case an “**Authorised Offeror**”). For the avoidance of doubt, none of the Dealers or the Issuer shall have any obligation to ensure that an Authorised Offeror complies with applicable laws and regulations and shall therefore have no liability in this respect.

The Issuer accepts responsibility, in the Public Offer Jurisdiction(s) specified in the Final Terms, for the content of the Base Prospectus in relation to any person (an “**Investor**”) in such Public Offer Jurisdiction(s) to whom an offer of any Notes is made by any Authorised Offeror and where the offer is made during the period for which that consent is given. However, neither the Issuer nor any Dealer has any responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.

The consent referred to above relates to Offer Periods (if any) ending no later than the date falling 12 months from the date of the approval of the Base Prospectus by the AMF.

In the event the Final Terms designate financial intermediary(ies) to whom the Issuer has given its consent to use the Base Prospectus during an Offer Period, the Issuer may also give consent to additional Authorised Offerors after the date of the relevant Final Terms and, if it does so, it will publish any new information in



relation to such Authorised Offerors who are unknown at the time of the approval of this Base Prospectus or the filing of the relevant Final Terms at <http://www.foncier.fr>.

**If the Final Terms specify that any financial intermediary may use the Base Prospectus during the Offer Period, any such Authorised Offeror is required, for the duration of the Offer Period, to publish on its website that it is using the Base Prospectus for the relevant Public Offer with the consent of the Issuer and in accordance with the conditions attached thereto.**

Other than as set out above, neither the Issuer nor any of the Dealers has authorised the making of any Public Offer by any person in any circumstances and such person is not permitted to use the Base Prospectus in connection with its offer of any Notes. Any such offers are not made on behalf of the Issuer or by any of the Dealers or Authorised Offerors and none of the Issuer or any of the Dealers or Authorised Offerors has any responsibility or liability for the actions of any person making such offers.

**An Investor intending to acquire or acquiring any Notes from an Authorised Offeror will do so, and offers and sales of the Notes to an Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price allocations and settlement arrangements (the “Terms and Conditions of the Public Offer”). The Issuer will not be a party to any such arrangements with Investors (other than Dealers) in connection with the offer or sale of the Notes and, accordingly, the Base Prospectus and any Final Terms will not contain such information. The Terms and Conditions of the Public Offer shall be provided to Investors by that Authorised Offeror at the time of the Public Offer. Neither the Issuer nor any of the Dealers or other Authorised Offerors has any responsibility or liability for such information.**

## RISK FACTORS

Prospective purchasers of the Notes offered hereby should consider carefully, in light of their financial circumstances and investment objectives, all of the information in this Base Prospectus and, in particular, the risk factors set forth below in making an investment decision.

### RISK FACTORS RELATING TO THE ISSUER

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. 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.*

*In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. The risks described below are not the only risks the Issuer faces. Additional risks and uncertainties not currently known to the Issuer or that it currently believes to be immaterial could also have a material impact on its business operations. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision. In particular, investors should make their own assessment as to the risks associated with the Notes prior to investing in Notes issued under the Programme.*

### 1. CREDIT RISK

Credit risk arises when a counterparty is unable to meet its obligations and it may result in a change in credit quality or default by the counterparty.

In terms of credit risk, three major asset categories can be identified, responding to differentiated approaches as to the measuring and monitoring of the quality of those investments:

- loans granted to individuals and professionals mainly in the public sector, held directly or after refinancing. The vast majority of these assets are located in France;
- public-sector securities and securitisation tranches, which are externally rated by accredited bodies. For the analysis, the distinction is made between RMBS-type mortgage securities, and publicly-guaranteed securitisation tranches. These assets are essentially Compagnie de Financement Foncier's international exposure;
- replacement securities made up of investments with credit institutions that have the best external rating. For Compagnie de Financement Foncier, this compartment is composed of loans with maturities of less than six months to Groupe BPCE entities, 80% of which are secured by a portfolio of assets provided as collateral.

## 1.1 Loans and similar items

These assets make up more than half of Compagnie de Financement Foncier's balance sheet, and their quota increased over the year due to Compagnie de Financement Foncier refocusing its activity on exposures in France.

In the tables below, the observations made on the entire core business portfolio are specified, and subsidised sector loans are added to the analysis.

### *Risk indicators on outstanding loans and similar items*

31 December 2012	Outstanding loans (€ million)	Percentage of total outstanding loans	Of which doubtful loans	Doubtful loans (%)	Of which compromised doubtful	Compromised doubtful (%)	Provisions (€ million)
<b>Subsidised sector (run-off)</b>	<b>540.9</b>	<b>0.9%</b>	<b>113.8</b>	<b>21.0%</b>			<b>0.1</b>
<b>Private sector</b>	<b>58,787.2</b>	<b>99.1%</b>	<b>720.1</b>	<b>1.2%</b>	<b>118.1</b>	<b>0.2%</b>	<b>39.2</b>
- Loans to individuals and mortgage notes	36,727.6	61.9%	711.4	1.9%	115.4	0.3%	37.8
<i>of which mortgage notes</i>	<i>9,275.5</i>	<i>15.6%</i>					
<i>of which loans guaranteed by FGAS</i>	<i>11,214.4</i>	<i>18.9%</i>	<i>327.9</i>	<i>2.9%</i>			
<i>of which other mortgage loans</i>	<i>16,237.8</i>	<i>27.4%</i>	<i>383.5</i>	<i>2.4%</i>	<i>115.4</i>	<i>0.7%</i>	<i>37.8</i>
- Loans to public authorities	19,954.8	33.6%	1.2				
- Loans to social housing	2,097.5	3.5%	3.8	0.2%	0.8		0.4
- Loans to commercial property (run-off)	7.3		3.8	51.4%	1.9	26.7%	1.0
<b>TOTAL</b>	<b>59,328.1</b>	<b>100.0%</b>	<b>834.0</b>	<b>1.4%</b>	<b>118.1</b>	<b>0.2%</b>	<b>39.3</b>

31 December 2011	Outstanding loans (€ million)	Percentage of total outstanding loans	Of which doubtful loans	Doubtful loans (%)	Of which compromised doubtful	Compromised doubtful (%)	Provisions (€ million)
<b>Subsidised sector (run-off)</b>	<b>706.4</b>	<b>1.3%</b>	<b>52.1</b>	<b>7.4%</b>			<b>0.1</b>
<b>Private sector</b>	<b>55,330.3</b>	<b>98.7%</b>	<b>527.1</b>	<b>1.0%</b>	<b>88.8</b>	<b>0.2%</b>	<b>30.5</b>
- Loans to individuals and mortgage notes	34,618.6	61.8%	518.4	1.5%	85.6	0.2%	28.4
<i>of which mortgage notes</i>	<i>9,263.7</i>	<i>16.5%</i>					
<i>of which loans guaranteed by FGAS</i>	<i>9,483.0</i>	<i>16.9%</i>	<i>241.1</i>	<i>2.5%</i>			
<i>of which other mortgage loans</i>	<i>15,871.9</i>	<i>28.3%</i>	<i>277.3</i>	<i>1.7%</i>	<i>85.6</i>	<i>0.5%</i>	<i>28.4</i>
- Loans to public authorities	18,443.6	32.9%	1.1				
- Loans to social housing	2,255.9	4.0%	5.6	0.2%	1.3	0.1%	1.0
- Loans to commercial property (run-off)	12.2		2.1	16.8%	2.0	16.1%	1.1
<b>TOTAL</b>	<b>56,036.7</b>	<b>100.0%</b>	<b>579.3</b>	<b>1.0%</b>	<b>88.8</b>	<b>0.2%</b>	<b>30.6</b>

The sectors that may appear riskiest because they have a high level of doubtful loans, i.e. the subsidised sector and the commercial real estate sector, are in fact insignificant. First, these are run-off sectors, which has the mechanical effect of increasing their proportion of non-performing debts over time. Second, the risk of a final loss in the subsidised sector is assumed by the French government; thus, a €72 million loan in the subsidised sector that has been posted under doubtful loans in 2012 explains the strong increase in arrears, although it has no impact on risk for Compagnie de Financement Foncier. Finally, commercial property loans have become marginal.

In fact, the most sensitive portfolio is comprised of loans to individuals, with no additional guarantee from the government (i.e. not including subsidised loans or FGAS-secured loans), which represent €16.2 billion in loans at 31 December 2012 and on which a relative increase in risk has been seen, with 2.4% of doubtful loans compared with 1.7% a year earlier. About one-quarter of that change is due to the change in method applied to qualify a loan as doubtful.

The amount of provisions was adjusted as a result, and represents nearly 10% of the outstanding loans in this category at a level close to that observed in 2011. The portfolio of french public sector loans, although of very good quality, includes €0.8 billion of structured loans whose rates depend on several factors (e.g. changes in the yield curve, and changes in exchange rates). In this outstanding, only €0.1 billion is not compliant with the Gissler Charter of Good Conduct, and all these loans are closely monitored by Crédit Foncier in coordination with Groupe BPCE.

### *Analysis of the cost of risk*

	31 December 2012			31 December 2011		
	Outstanding loans (€ million)	Risk charge (€ million)	Risk charge (basis points)	Outstanding loans (€ million)	Risk charge (€ million)	Risk charge (basis points)
<b>Subsidised sector (run-off)</b>	<b>540.9</b>	<b>-0.05</b>	<b>-1.0</b>	<b>706.4</b>	<b>0.25</b>	<b>3.6</b>
<b>Private sector</b>	<b>58,787.2</b>	<b>10.67</b>	<b>1.8</b>	<b>55,330.3</b>	<b>5.89</b>	<b>1.1</b>
- Loans to individuals and mortgage notes	36,727.6	10.67	2.9	34,618.6	5.61	1.6
- Loans to public authorities	19,954.8	-0.02		18,443.6	-0.10	-0.1
- Loans to social housing	2,097.5	-0.08	-0.4	2,255.9	0.32	1.4
- Loans to commercial property (run-off)	7.3	0.10	138.1	12.2	0.07	54.1
<b>TOTAL</b>	<b>59,328.1</b>	<b>10.62</b>	<b>1.8</b>	<b>56,036.7</b>	<b>6.14</b>	<b>1.1</b>

NB: as a rule, the risk charge is positive when it represents a cost and negative when it constitutes income.

Despite its increase over the year due to the additional collective provisions, the risk charge, which includes the cost of risk for capital flows and the impact, in net banking income, for interest flows, remains very low. It is €10.6 million, less than 2 basis points of total loans and similar items, and remains focused on the portfolio of loans to private individuals.

#### **1.2 Outstanding Loans - International**

At 31 December 2012, this category consists of €26.0 billion:

- senior securitisation tranches of two different types: RMBS, for €5.2 billion in loans, and debt funds that are public or have public guarantees, for €6.5 billion;
- securities issued or guaranteed by essentially foreign public entities, with outstandings of €12.0 billion;
- €2.3 billion in loans granted to foreign public entities.

At 31 December 2012, as at previous account closings, this category has no credit risk. Nor is it impaired, except for €20 million recognised at the end of 2011 on one line of Spanish RMBS classified as an investment portfolio; that line was sold in 2012. The other securities are recorded in Investment securities held to maturity and are not subject to a mark-to-market valuation.

The main risk monitoring on this compartment is essentially embodied in ratings and the changes to them. During the year, there was widespread downgrading by rating agencies on assets located in Europe, due to the spill-over of the governments' lowered ratings, with the sovereign rating determining a maximum rating level for the various assets located in the country. Analysis of this portfolio is also described in greater detail in the risk management report.

The RMBS portfolio after the sales of shares made during the year now represents only €5.2 billion, compared to €10.2 billion one year earlier, with a very strong reduction of positions on Spain. It is still divided among these five European countries – Italy (€2.3 billion), Spain (€1.1 billion), the Netherlands (€0.8 billion), Portugal (€0.8 billion) and Germany (€0.3 billion).

Despite the downgrading that took place after sovereign debt ratings were lowered, the portfolio is still of good quality and has a very limited cash-flow deficit of around €2 million, in especially unfavourable stress scenarios (a twofold increase in defaults on terms of the loans, a 25% drop in prepayments and a sharp drop in real estate prices by more than 40% from their current levels).

Nearly half the outstandings, or €3.0 billion, have tier-one credit quality ratings (better than AA-), including €1.8 billion with at least one AAA rating by an agency. For the rest, ratings are all in the second tier of credit quality (A+, A or A-).

In addition, Credit Foncier has committed to offsetting the consequences for the société de crédit foncier of the scores falling below the second tier of credit quality (scores below A-) on a portion of the mortgage securitisation portfolio. Indeed, at this level, loans are no longer used to hedge privileged liabilities in calculating the regulatory overcollateralisation ratio, so Compagnie de Financement Foncier has the option, according to this agreement, to transfer them to Credit Foncier. At 31 December 2012, €1.2 billion in loans had this additional protection.

The other loans in this category, i.e. a total of €20.8 billion at 31 December 2012, are exposures on the international public sector; it includes €6.5 billion in securitisation tranches with public guarantees (essentially the US and the Netherlands).

In keeping with management decisions taken for 2012, this sector, too, has been reduced, and its loans have declined by €3 billion over the year, specifically because of sales of securities issued by American territorial entities and reductions taken on outstanding European sovereign debt.

The breakdown by country also changed little over the year, with strong representation from North America (€5.3 billion in the US and €0.6 billion in Canada), a significant presence in Japan with €1.8 billion and in five European countries (€3.5 billion in Italy, €3.4 billion in the Netherlands, €1.6 billion in Switzerland, €1.1 billion in Germany and €1.0 billion in Spain) and exposures in lesser amounts in 11 other countries in Europe.

In terms of ratings, at 31 December 2012, the international public sector had:

- a step one rating on 63% of its total outstanding loans, i.e. €13.2 billion, including €6.7 billion with a Basel rating of AAA;
- a step two rating on 12% of outstanding loans;
- a step three rating on 20% of outstanding loans.

A portion of this portfolio – €2.2 billion – is counter-guaranteed by monoline insurers. However, the very significant downgrading of these companies means that their guarantee is quite often ineffective, as the transaction's intrinsic credit rating is higher than that of the credit enhancer; only Assured Guaranty Municipal Corp (formerly FSA) rated AA-/Aa3 continues to provide effective protection against credit risk on a portfolio amounting to €1.3 billion

### 1.3 Overall Analysis

The main risk indicators for Compagnie de Financement Foncier's core business portfolio, comprising loans to the competitive sector and the portfolio of securities and securitisation tranches, were slightly worse in 2012, but still at very low levels in absolute value.

#### *Analysis of the competitive sector*

	31 December 2012				31 December 2011			
	Outstanding loans (€ million)	Doubtful loans (€ million)	Doubtful loans (%)	Risk (basis points)	Outstanding loans (€ million)	Doubtful loans (€ million)	Doubtful loans (%)	Risk (basis points)
Loans to individuals and related	41,976	711	1.7%	2.5	44,802	518	1.2%	1.3
<i>of which securitisation tranches and mortgage notes</i>	<i>14,523</i>				<i>19,447</i>			
Exposures on public entities	38,824	1			40,169	1		
<i>of which securities and securitisation tranches</i>	<i>18,870</i>				<i>21,725</i>			
Loans to social housing	2,098	4	0.2%	-0.4	2,256	6	0.2%	1.4
Loans to commercial property (run-off)	7	4	51.4%	138.1	12	2	16.8%	54.1
<b>TOTAL</b>	<b>82,905</b>	<b>720</b>	<b>0.9%</b>	<b>1.3</b>	<b>87,238</b>	<b>527</b>	<b>0.6%</b>	<b>0.7</b>

NB: as a rule, the cost of risk is positive when it represents cost and negative when it constitutes income.

Doubtful loans and the risk charge are still concentrated in the portfolio of loans to individuals, with the risks seen on other sectors remaining very marginal. Percentages posted on commercial property loans are insignificant because they simply reflect that the loan is small and being run off.

The increase in doubtful loans, which went from €527 million to €720 million over the year, is due in part – €63 million worth – to a change in the method of classifying loans, which was made during the first half-year as part of the work in preparation for the certification of internal credit risk rating models, with the introduction of a three-month trial period after settlement of unpaid items before any return to healthy status. This change had no material impact on the level of depreciations recognised by Compagnie de Financement Foncier.

With a constant method, the rate of doubtful loans in 2012 would have been slightly less than 0.8%, compared with 0.6% one year earlier.

The progression in the risk charge during the year – €10.6 million on 31 December 2012 vs. €6.1 million one year earlier – is explained by the adjustment in method applied for the provisioning of performing loans. By applying the model used by Groupe BPCE to determine the collective provision on performing loans, the base for this calculation was broadened to apply to loans identified as sensitive based on their Basel rating and generated an additional €6.6 million in provisioning requirements. The risk charge on an individual basis was reduced during the year, from €5.8 million to €3.1 million.

Compared to invested capital, the impact of the risk is still minimal over both years.

These results are broken down in each of the major business sectors according to their nature: portfolio of loans and similar items located in France, and a portfolio of international receivables

Compagnie de Financement Foncier's sovereign portfolio includes exposures to foreign sovereigns as well as French sovereign exposure. Outstanding loans to foreign sovereigns have been in run-off management since late 2011: over the course of 2012, positions were sold on the market as opportunities arose. Otherwise, internal downgrades were made in order to get in step with the segmentation of Compagnie de Financement Foncier outstanding loans from Groupe BPCE outstanding loans: exposures to Banque de France and the Caisse des Dépôts et Consignations is now equivalent to exposure to the French Sovereign State (2011 outstanding loans were restated to allow portfolios to be compared).

## **2. ANALYSIS OF INTEREST RATE AND FOREIGN EXCHANGE RISKS**

Interest rate risk is the risk incurred in the event of interest rate fluctuations stemming from all balance sheet and off-balance sheet transactions, with the exception, where applicable, of transactions subject to market risks (trading portfolio).

Foreign exchange risk is the risk incurred in the event of exchange rate fluctuations (against the euro) stemming from all balance sheet and off-balance sheet transactions, with the exception, where applicable, of transactions subject to market risks (trading portfolio).

Compagnie de Financement Foncier has no open currency positions except for very small ones inherent in any hedging transaction. Transactions initiated in foreign currencies are converted into euro upon execution.

Compagnie de Financement Foncier is only very marginally exposed to interest rate risks thanks to the hedging mechanisms implemented.

### **2.1 Hedging transactions**

As soon as an asset is recorded on the balance sheet, it is transformed, if necessary, into a variable-rate asset in euro.

Macro-hedging swaps are entered into when acquiring loan portfolios, micro-hedging swaps are made for single transactions. Similarly, the debt issued by Compagnie de Financement Foncier is micro swapped at the outset to transform it into variable rate liabilities in euro.

All of the counterparties to these currency or interest rate swaps have concluded collateralisation agreements with Compagnie de Financement Foncier that require them to provide a security deposit depending on their debt position and rating. These deposits are drawn on daily if the counterparty's credit rating slips below F1+ or AA- with Fitch Ratings, P1 or Aa3 with Moody's, A1+ or AA- with Standard and Poor's. If the opposite situation occurs, the agreements stipulate that Compagnie de Financement Foncier shall not deposit any collateral. At 31 December 2012, the amount of deposits received was €4.5 billion, recognised in unsecured debt.

Following a change in the methodology of Standard & Poor's on counterparty risk for covered bonds' issuers in mid-2012, Compagnie de Financement Foncier has been in a negative credit watch by this agency on 19 December 2012.

On 9 January 2013, Compagnie de Financement Foncier made the following commitments:

- in the event of a counterparty's downgrade rating below a certain level, new circumstance allowing Compagnie de Financement Foncier to terminate a swap contract: commitment to find under sixty days an equivalent coverage or to have the necessary overcollateralisation to keep up with the risk that has become uncovered for swaps overpassing 5% of obligations foncières outstanding;
- in the event of BPCE's downgrade rating below A1 (Standard & Poor's rating): commitment to put in order under sixty days non-compliant swap contracts and whose outstandings overpass 5% of the privileged resources, or to replace the counterparties.



On 9 January 2013, Standard & Poor's has confirmed the AAA/stable outlook rating of Compagnie de Financement Foncier.

Interest rate positions are also reviewed each quarter and macro-hedging transactions are entered into if the position deteriorates to a point that might result in non-compliance with the strict limits to which Compagnie de Financement Foncier has committed. The basic risks, resulting from different reference rates on positions already transformed into variable rates by swaps, are also managed through macro hedges.

## **2.2 Residual interest-rate position**

Given the asset/liability management rules followed by Compagnie de Financement Foncier, risks related to distortions in the interest rate risk position essentially arise from events not known when the transaction was entered into and which occurred during the term of the contract such as prepayments not hedged by compensation equivalent to the variation in risk and compared to prepayment rates estimated on the acquisition of those assets. The assets subject to these unknowns consist of fixed-rate loans to individuals in the competitive sector, due to the regulatory ceiling set on the indemnity due in the event of prepayment, which is limited to six months' interest with a maximum of 3% of the outstanding principal.

These loans amounted to €18.7 billion at 31 December 2012, up significantly during the year, as Credit Foncier's recent mortgage loan production is mainly fixed-rate loans. Moreover, the nominal rate of these loans constitutes an additional protection against the risk of early repayment and renegotiation. Indeed, 80% of these loans, or an amount of €14.7 billion, have an interest rate of below 5%, including \$2.1 billion of zero-rate loans.

In 2012, the average prepayment rate on the portfolio of loans to individuals came back down to 4.6%, more in line with the level seen in the past than that of 2011, which was 10.0%.

Because of these ALM principles, Compagnie de Financement Foncier holds significant outstanding financial instruments for micro-and macro-hedging in interest rates and currencies. However, the portfolio optimisation swaps undertaken beginning in 2011 are having an impact on the financial statements for 2012, which show a decline in notional amounts: interest rate swaps stood at €89 billion at end-December 2012, compared with €107 billion at end-December 2011; over the same period, total currency transactions fell from €49 billion to €41 billion, and this, without any change in the strict coverage management rules.

Disposals of certain international assets and redemptions of obligations foncières also contributed to reducing the outstanding amount.

Conversely, in 2012, Compagnie de Financement Foncier continued to enter into such financial instruments along with its acquisition and issuance activities.

## **3. LIQUIDITY RISK**

Liquidity risk is the risk of not being able to honour one's commitments or not being able to unwind or offset a position, within a given period and at a reasonable cost, due to the market situation.

The very prudent liquidity management policy continued through the half-year, with Compagnie de Financement Foncier still committed to maintaining available cash flow to deal with the contractual maturities on all of its privileged debt, for one year, with no new resources.

Compagnie de Financement Foncier's cash assets consist of:

- €13.3 billion in replacement securities at 31 December 2012, of which €13.2 billion are exposures to BPCE. These exposures are, for an amount of €13.0 billion, representative of very short-term receivables (less than, six months), called short-term guaranteed notes (BCTG) of which at least 80% is guaranteed by an asset

portfolio provided by the lending institution, member of Groupe BPCE, i.e. €10.5 billion in nominal value; and

- €3.7 billion in deposits and placements of less than one month to Banque de France, entered as exposures on public entities, at December 2012, and which represent the cash immediately available of Compagnie de Financement Foncier.

At end-2011, these liquidities were €14.2 and €1.2 billion, respectively, and remained high in volume throughout 2012.

In addition, Compagnie de Financement Foncier has many assets that, due to their nature, are eligible for the ECB's financing transactions. These include:

- loans to French local authorities;
- securities issued by public bodies or securitisation funds;
- mortgage loans to private individuals, meeting the criteria set out by Banque de France after the ECB's decision on 9 February 2012 to expand, on a temporary and national basis, the conditions under which a receivable may be accepted as a guarantee of financing operations in the Eurosystem.

At 31 December 2012, the total par value of these assets was €47 billion. It was €27 billion at end-December 2011. Therefore, even after cautious estimates on haircuts, and in keeping with its management constraints of which regulatory overcollateralisation ratio, the financing that Compagnie de Financement Foncier may obtain from the ECB is very substantial, and may be estimated at about €20 billion. At 31 December 2012, only €1.2 billion was mobilised in this way.

At all times, Compagnie de Financement Foncier ensures that its balance sheet is properly backed by liquidity, which specifically shows the weak spread between the durations of assets and liabilities; at 31 December 2012, these two durations were at 6.6 years and 7.0 years, very close to those seen at end-2011, which were 6.2 and 6.4 years.

#### **4. OPERATIONAL RISK**

Within Groupe BPCE, operational risks are defined as the risk of loss resulting from inadequate or faulty procedures, personnel, information systems or external events. Operational risks include in-house and external fraud and reputational risk.

Compagnie de Financement Foncier's operational risk management is entrusted to Crédit Foncier under service agreements signed between the two institutions. The greater part of operational risk is linked to the services outsourced to the parent company. Any consequence of operational incidents detected in the framework of a Crédit Foncier process relating to a Compagnie de Financement Foncier balance sheet item are borne by Crédit Foncier.

These risks include in particular accounting, legal, regulatory and tax risks, as well as risks relating to staff, property and information system security.

Compagnie de Financement Foncier's operational risk management relies on Crédit Foncier's system. Only the operational risks associated with the activity of Compagnie de Financement Foncier's General Secretariat are

specifically mapped. We would point out that no incident related to Compagnie de Financement Foncier's risk mapping was detected in 2012

#### **4.1 General Approach**

All of Crédit Foncier Group's Operational Risk processes are managed by its Risk Division, which relies on the risk charters and on the operational risk standards and methods employed by Groupe BPCE's Risk Division.

#### **4.2 Governance**

Operational risk management is part of the Crédit Foncier Group's Risk Division. It is managed by a specialised unit that is separate from operating activities and attached to the Risk Division. This unit reports to Compagnie de Financement Foncier's executive bodies and those responsible for controlling Compagnie de Financement Foncier.

#### **4.3 Management environment**

##### **Management network**

Operational risk oversight and management is delegated to the managers of the various departments. Each manager relies on a network of representatives coordinated by a supervisor, with a functional link to the Risk Division. At the end of 2012, the end-to-end operational supervision and management of Crédit Foncier's operational risk system included 197 people.

##### **Methods and tools**

The risk approach is based on three key elements that are part of an iterative, interactive method: identification and assessment by each business line of its vulnerability to the main operational risks, frequency and evaluation, determination of existing or necessary preventive and corrective measures to manage or reduce the impact of risks. The mapping is updated whenever processes or the organisational structure changes, and in any case at least once a year.

In parallel with this, the following have been put in place:

- a system for recording incidents in a dedicated Group database (ORIS): the management network inputs the incident database as and when such incidents occur and evolve; monitoring of corrective action plans; analysis of changes in risks exposures and resulting losses;
- indicators for the main risk areas warning when incidents are likely to enter a critical phase.

Through BPCE's ORIS application, the Crédit Foncier Group also has access to reporting facilities and an operational risk scorecard generated quarterly based on data drawn from the database.

Lastly, for calculating capital adequacy requirements the Crédit Foncier Group currently applies the Basel II standard approach.

## **5. SETTLEMENT RISK**

Settlement risk is the risk for non compliance by a counterparty of its payment commitments, while the second has met his.

Compagnie de Financement Foncier's treasury transactions are essentially carried out in connection with ALM activities. Processing is centralised in Crédit Foncier's treasury back office.

This unit provides:

- cash flow management (inflows and outflows);
- cash forecasting 24 hours ahead.

The handling and the accounting control of treasury accounts is the responsibility of a manager in charge of an independent unit, in keeping with the principle of segregation of duties. Compagnie de Financement Foncier has direct access to the market settlement systems of the Paris Stock Exchange for large transactions denominated in euros; it is a member of the European TARGET 2 system. For transactions in foreign currencies and small transactions in euros, it has accounts with BPCE.

Daily procedures for settlement risk monitoring include:

- preparation of forecast flow profiles;
- daily reconciliation of individual flows with forecasting.

In the event of the definitive default of a settlement counterparty leading to Compagnie de Financement Foncier potentially being overdrawn with Banque de France, there are provisions for hedging mechanisms to be put in place (interbank borrowing or end-of-day borrowing facility provided by the European Central Bank).

Compagnie de Financement Foncier has a business continuity plan under an agreement with BPCE. Accordingly, as regards its financial activities, Compagnie de Financement Foncier is covered by BPCE's Business Continuity Plan.

## **6. NON-COMPLIANCE RISK**

Compliance responsibilities for Compagnie de Financement Foncier are performed by Crédit Foncier in accordance with the terms of the relevant agreements (framework agreement and internal control and compliance service agreement) between the two entities, and by the delegation of the relevant powers of Compagnie de Financement Foncier's Chief Executive Officer to the Chief Compliance Officer of Crédit Foncier.

### **Risk monitoring and measurement systems**

Non-compliance risk monitoring and control is based on the methods used by BPCE and covers all of Crédit Foncier's business lines including, in particular, activities carried out on behalf of Compagnie de Financement Foncier. It is supplemented by a risk management system that covers all business lines and the major risks to which they are exposed, factoring in Compagnie de Financement Foncier's range of activities.

### **Risk identification and monitoring**

Non-compliance risks are identified using a dual approach:

- detection and factoring the specific aspects of Compagnie de Financement Foncier into the implementation of statutory instruments to avoid potential implementation difficulties and to guarantee accurate translation into operating procedures;
- analysis of the results of Level I controls carried out by the Crédit Foncier operating teams within the scope of Compagnie de Financement Foncier. These controls target the thematic non-compliance areas identified in the Group's compliance standards or the results of thematic approaches.

Operational risk reports entered into the ORIS applications rely on risk mapping that integrates non-compliance. Risks are identified in this application based on their type and are subject to an exposure assessment of any risk event. In 2012, risk mapping was updated in cooperation with the Compliance Department.

### **Risk management**

The control of non-compliance risks is divided between:

- the controls carried out by Crédit Foncier on its business activity (real estate financing, financial management, etc.) which directly benefit Compagnie de Financement Foncier, and the controls carried out on transactions specific to its business;
- the compliance controls specifically set up for Compagnie de Financement Foncier notably relate to compliance with the regulations that apply to the acquisition of receivables and the updating of the value of collateral.

### **Monitoring of dysfunctions**

Specific action plans are drawn up by the operational units to address dysfunctions identified during audits or revealed by recurrent operational risk incidents. These action plans are monitored by the permanent control and compliance officers of the departments concerned. These dysfunctions and the progress of the corresponding action plans are monitored by the Internal Control Coordination Department, which reports on them to Crédit Foncier's Internal Control Committee and Compagnie de Financement Foncier's Audit Committee.

### **Approval of new products or services**

Consideration of non-compliance risk is integrated into Crédit Foncier's approval process for new products and services. As part of the review and approval process for new products, services or activities, matters specifically related to Compagnie de Financement Foncier, in particular the eligibility of future outstandings for its balance sheet, are systematically examined.

### **Ethics – Market abuse - Conflicts of interest**

Financial ethics standards specifically incorporate regulatory measures arising out of the Market Abuse Directive. Corporate officers, directors and other personnel acting on behalf of Compagnie de Financement Foncier are governed by this procedure to the extent they are concerned.

### **Combating money laundering and the financing of terrorism**

The Crédit Foncier Group combats money laundering and the financing of terrorism by means of a due diligence and monitoring system involving all Group stakeholders across the banking operations and lending chain. This system includes adequate procedures as well as training and awareness programmes for staff.

The system, incorporating the risk approach deriving from the new anti-money-laundering regulations, provides for systematic scrutiny prior to forming any new customer relationship. Outstandings are regularly checked against international lists of persons with links to terrorism and for the enforcement of embargoes. Unusual events during the life of loans, in particular prepayments, are scrutinised by the Financial Security Unit of the Compliance Department.

## **7. INSURANCE**

As Compagnie de Financement Foncier's servicer, Crédit Foncier takes out insurance for the risks relating to its activity. Under service agreements with Compagnie de Financement Foncier, it provides insurance-related

services on behalf of Compagnie de Financement Foncier. As a result, Compagnie de Financement Foncier benefits from insurance policies taken out by Crédit Foncier covering the following risks:

- losses arising out of banking operations;
- IT fraud and malicious acts;
- professional civil liability;
- liability of senior executives and corporate officers.

## **8. OUTSOURCED SERVICES**

Essential Outsourced Services within the meaning of Article 37 of CRBF Regulation 97-02, as amended, are those covered by agreements between Crédit Foncier and Compagnie de Financement Foncier. Crédit Foncier monitors compliance with this regulation for services it outsources to third parties. Outsourced services monitoring and well as the monitoring of on-going services and the adequate monitoring of new services have been incorporated into Groupe BPCE's PILCOP application.

The General Secretariat of Compagnie de Financement Foncier has specific responsibility for monitoring Crédit Foncier's outsourced services.

## **9. INFORMATION TECHNOLOGY RISK**

Under the agreements governing its activity, Compagnie de Financement Foncier makes use of human and technical resources provided by Crédit Foncier. Accordingly, Compagnie de Financement Foncier benefits fully from upgrades to Crédit Foncier's IT systems and from all the mechanisms which guarantee its smooth operation.

Crédit Foncier is committed to sizing available resources to carry out the missions entrusted to it by Compagnie de Financement Foncier in a normal environment as well as when it is exposed to a risk or to an unusual situation as it does for its own needs.

## **10. ORGANISATION OF THE BUSINESS CONTINUITY PLAN (BCP)**

Under the service agreements between the Crédit Foncier Group and Compagnie de Financement Foncier, business continuity at Compagnie de Financement Foncier is covered by Crédit Foncier's business continuity plan (BCP). All aspects of this plan are maintained in working condition as required by the regulations.

Compagnie de Financement Foncier has a BCP manager, who acts on its behalf in matters of compliance and maintaining this the plan in deployment-ready condition in cooperation with Crédit Foncier.

## **11. LEGAL RISKS**

According to the service agreements that link Crédit Foncier to Compagnie de Financement Foncier, legal risks incurred by the latter are monitored by the General Secretariat of the Group.

The difficulties faced by a major operator of overseas department led him to consider a withdrawal scheme through the sale of assets; it should be noted that the underlying receivable is guaranteed by both real estate collateral and a state guarantee provided in Article L. 312-1 of the French Construction and Housing Code.

Some french local authorities holding loans with interest rates, subsidized at first period, then result of the application of a structured calculation based on the evolution of the exchange rate of some currencies, got worried about the evolution of the exchange rates.

Three of them refered to the courts. Debates have not yet been able to find a solution to these disputes amicably being understood that a negotiated solution has been implemented in a case.

## **RISK FACTORS RELATING TO THE NOTES**

*The following paragraphs describe some risk factors that are material to the Notes to be offered and/or listed and admitted to trading in order to assess the market risk associated with these Notes. The risks described below are not the only risks the investors face when investing in the Notes. Additional risks and uncertainties not currently known to the Issuer or that it currently believes to be immaterial could also have a material impact on its business operations. Prospective investors should consult their own financial and legal advisers about risks associated with investment in a particular Series of Notes and the suitability of investing in the Notes in light of their particular circumstances.*

### **1. GENERAL RISKS RELATING TO THE NOTES**

#### **1.1 Independent Review and Advice**

Each prospective investor of Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Notes is fully consistent with its financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it and is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in investing in or holding the Notes.

A prospective investor may not rely on the Issuer or the Dealer(s) or any of their affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above.

#### **1.2 Potential Conflicts of Interest**

Certain of the Dealers 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 their affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers 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 Dealers 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 Dealers 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 Notes. Any such short positions could adversely affect future trading prices of Notes. The Dealers 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.

#### **1.3 Legality of Purchase**

Neither the Issuer, the Dealer(s) nor any of their affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor of the Notes, whether under the laws of the jurisdiction of its

incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

#### **1.4 Modification, waivers and substitution**

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

#### **1.5 Taxation**

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for innovative financial notes such as the Notes. Potential investors are advised not to rely upon the tax summary contained in this Base Prospectus but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes. Only these advisors are in a position to duly consider the specific situation of the potential investor. This investment consideration has to be read in connection with the taxation sections of this Base Prospectus.

#### **1.6 EU Savings Directive**

On 3 June 2003, the European Council of Economics and Finance Ministers adopted a Directive 2003/48/EC regarding the taxation of savings income in the form of interest payments (the "**Directive**"). The Directive requires Member States, subject to a number of conditions being met, to provide to the tax authorities of other Member States details of payments of interest and other similar income made by a paying agent located within its jurisdiction to, or for the benefit of, an individual resident in that other Member State, except that, for a transitional period, Luxembourg and Austria will instead withhold an amount on interest payments unless the relevant beneficial owner of such payment elects otherwise (see "Taxation - EU Directive on the Taxation of Savings Income").

The European Commission has proposed certain amendments to the Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

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

#### **1.7 The proposed financial transaction tax ("FTT")**

The European Commission has published a proposal for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**").

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are exempt.



Under current proposals 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 Notes 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.

The FTT proposal remains subject to negotiation between the participating Member States and is the subject of legal challenge. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

### **1.8 Withholding taxes - No gross-up obligation**

If French law should require that any payments in respect of any Note be subject to deduction or withholding in respect of any taxes or duties whatsoever, the Issuer will not pay any additional amounts. Therefore, the corresponding risk shall be borne by the Noteholders or, if applicable, the Receiptholders and the Couponholders.

### **1.9 FATCA Withholding**

Whilst the Notes are in global or dematerialised form and held within Euroclear Bank S.A./N.V., Clearstream Banking, société anonyme or Euroclear France (together, the "ICSDs"), in all but the most remote circumstances, it is not expected that FATCA (as defined in "Taxation – FATCA Withholding") will affect the amount of any payment received by the ICSDs (see "Taxation – FATCA Withholding"). However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA), provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. The Issuer's obligations under the Notes are discharged once it has paid the common depository or common safekeeper for the ICSDs (as bearer or registered holder of the Notes) and the Issuer has therefore no responsibility for any amount thereafter transmitted through hands of the ICSDs and custodians or intermediaries. Please see "Taxation – FATCA Withholding" for more information on this legislation.

### **1.10 Change of Law or regulation**

The Terms and Conditions of the Notes are based on French law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change in French law or the official application or interpretation of French law after the date of this Base Prospectus.

Any Note issued or to be issued may be affected by any European or French supervisory. No assurance can be given as to the impact of any possible decision or change in European or French Regulation or interpretation of such regulation.

### **1.11 Currency risk**

Prospective investors of the Notes should be aware that an investment in the Notes may involve exchange rate risks. The Notes may be denominated in a currency other than the currency of the purchaser's home jurisdiction; and/or the Notes may be denominated in a currency other than the currency in which a purchaser wishes to receive funds. Exchange rates between currencies are determined by factors of supply and demand in the international currency markets which are influenced by macro economic factors, speculation and central bank and government intervention (including the imposition of currency controls and restrictions). Fluctuations in exchange rates may affect the value of the Notes.

### **1.12 Credit ratings may not reflect all risks**

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

### **1.13 No active secondary/trading market for the Notes**

Notes issued under the Programme will be new securities which may not be widely distributed and for which there may be no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. Although in relation to Notes to be admitted to trading on Euronext Paris and/or any other Regulated Market in the European Economic Area and/or offered to the public in the European Economic Area (with the exception of France), the Final Terms of the Notes will be filed with the *Autorité des marchés financiers* in France and with the competent authority of the Regulated Market of the European Economic Area where the Notes will be listed and admitted to trading, there is no assurance that such admission to trading or offer to the public will occur, that any particular Tranche of Notes will be so listed and admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

### **1.14 Market Value of the Notes**

The market value of the Notes will be affected by the creditworthiness of the Issuer and a number of additional factors, including the value of an index, including, but not limited to, the volatility of an index, or the dividend on the securities taken up in the index, market interest and yield rates and the time remaining to the maturity date.

The value of the Notes, the index depends on a number of interrelated factors, including economic, financial and political events in France or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Notes, the securities taken up in the index, or the index are traded. The price at which a holder of Notes will be able to sell the Notes prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser. The historical market prices of an index should not be taken as an indication of an index's future performance during the term of any Note.

### **1.15 Implementation of Basel II and Basel III Risk-Weighted Asset Framework**

In June 1999, the Basel Committee on Banking Supervision (the "**Basel Committee**") issued proposals for the reform of the 1988 Basel Capital Accord and proposed a new capital adequacy framework which would place enhanced emphasis on risk sensitivity and market discipline. On 26 June 2004, the Basel Committee published a new Capital Accord under the title "Basel II International Convergence of Capital Measurement and Capital Standards: a Revised Framework" ("**Basel II**"), an updated version of which was published in November 2005.

Basel II was implemented under EU legislation by virtue of the directives no. 2006/48 of the European Parliament and of the Council relating to the taking up and pursuit of the business of credit institutions and no. 2006/49 on the capital adequacy of investment firms and credit institutions both dated 14 June 2006 as recently amended by the Directives 2009/27/EC, 2009/83/EC and 2009/111/EC (the "**Capital Requirements Directives**" as amended from time to time). In France, the provisions of the Capital Requirements Directives providing for a new solvency ratio were implemented in particular under the *arrêté* dated 20 February 2007 relating to the capital requirements applicable to the credit institutions and the investment firms (as amended) and the *ordonnance* no. 2007-571 dated 19 April 2007 relating to the credit institutions, the investment firms and *sociétés de crédit foncier*. Please note also that the *arrêté* dated 25 August 2010 transposing the Capital Requirements Directives, which has entered into effect on 31 December 2010, has amended the French prudential control requirements applicable to credit institutions and investment firms.

It also should be noted that on 17 December 2009, the Basel Committee has published for consultation a package of proposals for new capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for credit institutions. On 16 December 2010 and 13 January 2011, the Basel Committee has approved significant changes to Basel II ("**Basel III**"), including new capital and liquidity standards for credit institutions. Those measures are expected to be implemented by relevant authorities starting from 1 January 2013 with full implementation on 1 January 2019, although certain supervisory authorities have already announced their intention to require an earlier application.

In particular, the changes introduced by Basel III refer to, amongst other things:

- a complete review of the capital standards;
- the introduction of a leverage ratio; and
- the introduction of short-term and longer-term standards for funding liquidity (referred to as the "*Liquidity Coverage Ratio*" and the "*Net Stable Funding Ratio*").

The European authorities have indicated that they support the work of the Basel Committee on the approved changes in general. The European Commission implemented those changes in the proposed amendment to the Capital Requirements Directive adopted on 16 April 2013 (directive CRD IV) and in the regulations (the Capital Requirement Regulation). Those measure are expected to be implemented by relevant authorities starting from 1 January 2014 with full implementation on 1 January 2019. The new Capital Requirements Directive and regulation will be implemented under French law.

The implementation of Basel II and Basel III has and will continue to bring about a number of substantial changes to the current capital requirements, prudential oversight and risk-management systems. The implementation of Basel II and Basel III could affect the risk weighting of the Notes in respect of certain investors to the extent that those investors are subject to the new guidelines resulting from the implementation of the Capital Requirements Directives. Accordingly, recipients of this Base Prospectus should consult their own advisers as to the consequences and effects the implementation of the Capital Requirements Directives could have on them.

## **2. RISKS RELATED TO THE STRUCTURE OF A PARTICULAR ISSUE OF NOTES [to be inserted : specific risk factors in relation to Notes having specific pay offs]**

The Programme allows for different types of Notes to be issued. Accordingly, each Tranche of Notes may carry varying risks for potential investors depending on the specific features of such Notes such as, *inter alia*, the provisions for computation of periodic interest payments, if any, redemption and issue price.

## **2.1 Notes subject to optional redemption by the Issuer**

If in the case of any particular Tranche of Notes the Final Terms specifies that the Notes are redeemable at the Issuer's option in certain circumstances the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. During a period when the Issuer may elect, or has elected, to redeem Notes, such Notes may feature a market value not substantially above the price at which they can be redeemed. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Notes.

## **2.2 Fixed Rate Notes**

Investment in Notes which bear interest at a fixed rate involves the risk that subsequent changes in market interest rates may adversely affect the value of the relevant Tranche of Notes.

## **2.3 Floating Rate Notes**

Investment in Notes which bear interest at a floating rate comprise (i) a reference rate and (ii) a margin to be added or subtracted, as the case may be, from such base rate. Typically, the relevant margin will not change throughout the life of the Notes but there will be a periodic adjustment (as specified in the Final Terms) of the reference rate (e.g., every three months or six months) which itself will change in accordance with general market conditions. Accordingly, the market value of floating rate Notes may be volatile if changes, particularly short term changes, to market interest rates evidenced by the relevant reference rate can only be reflected in the interest rate of these Notes upon the next periodic adjustment of the relevant reference rate.

## **2.4 Fixed/Floating Rate Notes**

Fixed/floating Rate Notes initially bear interest at a rate, which may be a Fixed Rate or a Floating Rate, as specified in the relevant Final Terms; conversion to another rate, which may be a Fixed Rate or a Floating Rate, as specified in the relevant Final Terms then takes place either automatically or at the option of the Issuer on a date set out in the relevant Final Terms. The conversion (whether it be automatic or optional) of the interest rate will affect the secondary market and the market value of the Notes since the conversion may lead to a lower overall cost of borrowing. If a fixed rate is converted to a floating rate, the spread on the fixed/floating rate Notes may be less favourable than then prevailing spreads on comparable floating rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where conversion is at the option of the Issuer there is no guarantee that the Issuer will exercise such option.

## **2.5 Notes issued at a substantial discount or premium**

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

## **2.6 Zero Coupon Notes are subject to higher price fluctuations than non-discounted bonds**

Changes in market interest rates have a substantially stronger impact on the prices of Zero Coupon Notes than on the prices of ordinary Notes because the discounted issue prices are substantially below par. If market interest rates increase, Zero Coupon Notes can suffer higher price losses than other Notes having the same maturity and credit rating. Due to their leverage effect, Zero Coupon Notes are a type of investment associated with a particularly high price risk.

## **2.7 Inflation Linked Notes**

The Issuer may issue Notes with principal or interest determined by reference to the rate of inflation in a country or in the European Monetary Union (“**Inflation Linked Notes**”), where interest amounts and/or principal are dependent upon the performance of an inflation index, which will be one of (i) the consumer price index (excluding tobacco) for all households in France or the relevant substitute index (the “**CPI**”), as calculated and published monthly by the *Institut National de la Statistique et des Etudes Economiques* (“**INSEE**”), or (ii) the harmonised index of consumer prices (excluding tobacco), or the relevant substitute index, measuring the rate of inflation in the European Monetary Union as calculated and published monthly by Eurostat (the “**HICP**”). If the value of the relevant index calculated at any time prior to the maturity is lower than the value of the relevant index at the time of the issue of the Notes or at the time of purchase by the Noteholders, then the amount of interest payable by the Issuer and/or the principal of Inflation Linked Notes may vary. Noteholders may receive no interest. However, if the nominal amount to be repaid at maturity is below par, the Inflation Linked Notes will be redeemed at par.

Neither the current nor the historical levels of any of the Inflation Indices should be taken as an indication of future performance of such index during the term of any Inflation Linked Notes.

Inflation Linked Notes are not in any way sponsored, endorsed, sold or promoted by the INSEE or Eurostat, as the case may be, and the INSEE or Eurostat makes no warranty or representation whatsoever, express or implied, either as to the results to be obtained from the use of the Inflation Indices and/or the figure at which such indices stand at any particular time. The Inflation Indices are determined, composed and calculated by the INSEE or Eurostat, as the case may be, without regard to the Issuer or the Notes. The INSEE or Eurostat, as the case may be, is not responsible for or has not participated in the determination of the timing of, prices of, or quantities of the Inflation Linked Notes to be issued or in determination or calculation of the interest payable under such Notes.

None of the Issuer, the Dealer(s) or any of their respective affiliates makes any representation as to the Inflation Indices (as defined herein). Any of such persons may have acquired, or during the term of the Notes may acquire, non-public information with respect to any of the Inflation Indices that is or may be material in the context of Inflation Linked Notes. The issue of Inflation Linked Notes will not create any obligation on the part of any such persons to disclose to the holders of Notes or any other party such information (whether or not confidential).

## **2.8 Variable rate Notes with a multiplier or other leverage factor**

A leverage or other factor may be applied to certain Notes in order to determine the Rate of Interest and/or redemption amount. Such leverage factor will magnify any negative performance of the underlying.

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features, their market values may be even more volatile than those for securities that do not include those features.

## **2.9 Structured Notes**

An investment in Notes, the premium and/or the interest on or principal of which is determined by reference to one or more values, interest rates or other indices or formulae, either directly or inversely, may entail significant risks not associated with similar investments in a conventional debt security, including the risks that the resulting interest rate will be less than that payable on a conventional debt security at the same time and/or that an investor may lose the value of its entire investment or part of it, as the case may be. Neither the current nor the historical value of the relevant interest rates or other indices or formulae should be taken as an indication of future performance of such currencies, commodities, interest rates or other indices or formulae during the term of any Note.

## **2.10 Notes subject to inverse exposure**

One factor in the determination of the Final Redemption Amount or Optional Redemption Amount of Variable Zero Coupon Redemption Notes and the Rate of Interest of Reverse Floater Formula Notes is fixed rate minus the underlying rate. The market value of those Notes typically are more volatile than market values of other conventional debt securities based on the same underlying rate (and with otherwise comparable terms). Those types of Notes are more volatile because an increase in the value of the underlying rate not only decreases the Final Redemption Amount or Optional Redemption Amount of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of such Notes.

## **2.11 Caps and floors (including Minimum and Maximum Rate of Interest)**

Notes may be subject to a cap and a floor. The investor, therefore, will not fully participate in the positive performance of the underlying rate where the cap applies and the interest rate and/or redemption amount may be lower than it would have been without a cap. Conversely, the investor will be protected, to the extent of any applicable floor, from the negative performance of the underlying rate. Any cap or floor may be specified as 'not applicable' in the applicable Final Terms. In such circumstances, the cap will be infinity and the floor will be zero (0) and the investor will be more exposed to the positive and negative performance of the underlying.

## **SUPPLEMENT TO THE BASE PROSPECTUS**

If at any time the Issuer shall be required to prepare a supplement to the Base Prospectus pursuant to Article 212-25 of the *Règlement Général* of the AMF implementing Article 16 of the Prospectus Directive, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus or a restated Base Prospectus, which in respect of any subsequent issue of Notes to be listed and admitted to trading on Euronext Paris or on a Regulated Market of a Member State of the European Economic Area, shall constitute a supplement to the Base Prospectus for the purpose of the relevant provisions of the Prospectus Directive.

In accordance with and pursuant to Article 16.2 of the Prospectus Directive, where the Notes are offered to the public, investors who have already agreed to purchase or subscribe for Notes before any supplement is published have the right, exercisable within two working days after the publication of such supplement, to withdraw their acceptance provided that the new factor, mistake or inaccuracy referred to in Article 16.1 of the Prospectus Directive arose before the final closing of the offer to the public and the delivery of the Notes. The period may be extended by the Issuer or, if any, the relevant offeror(s). The final date of the right of withdrawal shall be stated in the supplement.

## DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the sections set out in the cross reference tables below from the following documents:

- (a) the reference document of the Issuer in French and English language for the financial year ended 31 December 2012, excluding the section entitled “*attestation du responsable du document de référence*” (statement by the person responsible for the reference document referring to the *lettre de fin de travaux* of the statutory auditors of the Issuer) respectively on page 177 of Tome 2 and page 177 of Volume 2 of the French and the English version of such reference document; which was filed with the AMF under registration number n.°D.13-0299 on 5 April 2013 (the “**Reference Document 2012**”).
- (b) the reference document of the Issuer in French and English language for the financial year ended 31 December 2011, excluding the section entitled “*attestation du responsable du document de référence*” (statement by the person responsible for the reference document referring to the *lettre de fin de travaux* of the statutory auditors of the Issuer) respectively on page 85 of Tome 2 and page 85 of Volume 2 of the French and the English version of such reference document; which was filed with the AMF under registration number n.°D.12-0265 on 3 April 2012 (the “**Reference Document 2011**”).
- (c) the terms and conditions of the notes contained in the base prospectus of the Issuer dated, respectively 25 August 2005 (the “**2005 EMTN Conditions**”), 1 August 2006 (the “**2006 EMTN Conditions**”), 16 July 2007 (the “**2007 EMTN Conditions**”), 4 July 2008 (the “**2008 EMTN Conditions**”), 3 July 2009 (the “**2009 EMTN Conditions**”), 1 July 2010 (the “**2010 EMTN Conditions**”), 30 June 2011 (the “**2011 EMTN Conditions**”), 26 June 2012 (the “**2012 EMTN Conditions**”) and in the second supplement dated 25 February 2010 to the base prospectus dated 3 July 2009 (the “**Additional February 2010 EMTN Conditions**”) and together with the 2005 EMTN Conditions, the 2006 EMTN Conditions, the 2007 EMTN Conditions, the 2008 EMTN Conditions, the 2009 EMTN Conditions, the 2010 EMTN Conditions, the 2011 EMTN Conditions, the 2012 EMTN Conditions and the Additional February 2010 EMTN Conditions, the “**EMTN Previous Conditions**”.

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

Copies of documents incorporated by reference in this Base Prospectus may be obtained without charge from (i) the registered office of the Issuer, (ii) the website of the AMF ([www.amf-france.org](http://www.amf-france.org)) (save for the 2005 EMTN Conditions (as defined below)), (iii) the website of the Issuer ([www.foncier.fr](http://www.foncier.fr)) and/or (iv) the offices of each Paying Agent set out at the end of this Base Prospectus during normal business hours.

The information incorporated by reference in this Base Prospectus shall be read in connection with the following cross-reference list:

Regulation – Annex IV	Reference Document 2012	Reference Document 2011
<b>3. SELECTED FINANCIAL INFORMATION</b>		
3.1 Selected financial information.	Volume 1 Pages 10 and 11	Volume 1 Pages 10 and 11
<b>5. Information about the Issuer</b>		
5.1.5 any recent event particular to the issuer which are to a material extent relevant to the evaluation of the issuer’s solvency.	Volume 2 Page 110 and 117 and Pages 172 and 173	Volume 3 Page 25 and Pages 74 and 75



<b>Regulation – Annex IV</b>	<b>Reference Document 2012</b>	<b>Reference Document 2011</b>
<b>6. BUSINESS OVERVIEW</b>		
6.2 Principal markets: A brief description of the principal markets in which the issuer competes.	Volume 1 Pages 6 to 7 and 27 to 34 and Page 41 ; Volume 2 Pages 5 to 10	Volume 1 Pages 35 to 36; Volume 2 Pages 4 to 9
6.3 The basis for any statements made by the issuer regarding its competitive position.	Volume 1 Pages 7 and 41	Volume 1 Page 11
<b>8. TREND INFORMATION</b>		
8.2 Information on any known trends, uncertainties, denmands, commitments or events that are reasonably likely to have a material effect on the issuer’s prospects for at least the current financial year.	Volume 2 Page 172	Volume 3 Page 74
<b>9. PROFIT FORECASTS OR ESTIMATES</b>		
If an issuer chooses to include a profit forecast or a profit estimate, the registration document must contain the information items 9.1 and 9.2.	Not Applicable	Not Applicable
<b>10. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES</b>		
10.1 Names, business addresses and functions of the members of the administrative, management or supervisory bodies and principal activities performed by them outside the Issuer	Volume 2 Pages 21 to 29 and Pages 152 and 155	Volume 2 Pages 20 to 28; Volume 3 Pages 56 and 59
10.2 Statement that there is no conflicts of interests	Volume 2 Page 173	Volume 3 Page 74
<b>11. BOARD PRACTICES</b>		
11.1 Details relating to the Issuer’s audit committee	Volume 2 Pages 142 and 150	Volume 3 Pages 47 to 55
11.2 A statement as to whether or not the Issuer complies with its country’s of incorporation corporate governance	Volume 2 Page 173	Volume 3 Page 75
<b>12. MAJOR SHAREHOLDERS</b>		
12.1 Ownership, control	Volume 2 Pages 160 and 161 and Pages 175 and 176	Volume 3 Pages 63 and 65; Volume 3 Page 77
12.2 Arrangements which may result in a change in control of the Issuer.	Not Applicable	Not Applicable
<b>13. FINANCIAL INFORMATION CONCERNING THE ISSUER’S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</b>		
<u>13.1 Historical financial information</u>		
Audited historical financial information	Volume 2 Pages 32 to 83	Volume 2 Pages 33 to 76
Audit reports	Volume 2 Pages 84 and 85	Volume 2 Pages 77 to 78
Balance sheet	Volume 2 Page 32	Volume 2 Page 33
Off-balance sheet	Volume 2 Page 33	Volume 2 Page 34
Income statement	Volume 2 Page 34	Volume 2 Page 35

<b>Regulation – Annex IV</b>	<b>Reference Document 2012</b>	<b>Reference Document 2011</b>
Cash flow statement	Volume 2 Pages 81 to 82	Volume 2 Pages 74 to 75
Accounting policies and explanatory notes	Volume 2 Pages 35 to 83	Volume 2 Pages 36 to 76
<u>13.2 Consolidated financial statements</u>	Not Applicable	Not Applicable

Any information not listed in the cross-reference list but included in the documents incorporated by reference is given for information purposes only.

The EMTN Previous Conditions are incorporated by reference in this Base Prospectus for the purpose only of further issues of Notes to be assimilated (*assimilées*) and form a single series with Notes already issued with the relevant EMTN Previous Conditions.

<b>EMTN Previous Conditions</b>	
2005 EMTN Conditions	Pages 20 to 42
2006 EMTN Conditions	Pages 38 to 59
2007 EMTN Conditions	Pages 45 to 66
2008 EMTN Conditions	Pages 45 to 66
2009 EMTN Conditions	Pages 50 to 72
2010 EMTN Conditions	Pages 53 to 74
2011 EMTN Conditions	Pages 53 to 75
2012 EMTN Conditions	Pages 55 to 77
Additional February 2010 EMTN Conditions	Page 5

## TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of Part A of the relevant Final Terms, shall be applicable to the Notes. In the case of Dematerialised Notes, the text of the terms and conditions will not be endorsed on physical documents of title but will be constituted by the following text as completed by Part A of the relevant Final Terms. In the case of Materialised Notes, either (i) the full text of these terms and conditions together with the provisions of Part A of the Final Terms or (ii) these terms and conditions as so completed (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on Definitive Materialised Notes. References in the Conditions to “Notes” are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

An amended and restated agency agreement dated 26 June 2013 has been agreed between Compagnie de Financement Foncier (the “**Issuer**”), Deutsche Bank AG, London Branch as fiscal agent and the other agents named in it (the “**Amended and Restated Agency Agreement**”). The fiscal agent, the paying agents, the redenomination agent, the consolidation agent and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Fiscal Agent**”, the “**Paying Agents**” (which expression shall include the Fiscal Agent), the “**Redenomination Agent**”, the “**Consolidation Agent**” and the “**Calculation Agent(s)**”.

For the purpose of these Terms and Conditions, “**Regulated Market**” means any regulated market situated in a Member State of the European Economic Area (“**EEA**”) as defined in the Markets in Financial Instruments Directive 2004/39/EEC.

References below to “**Conditions**” are, unless the context requires otherwise, to the numbered paragraphs below.

All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of the relevant Final Terms.

Certain defined terms contained in the 2001 FBF Master Agreement relating to transactions on forward financial instruments as supplemented by the Technical Schedules published by the AFB or the FBF (together, the “**FBF Master Agreement**”) and in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., have either been used or reproduced in Condition 5 below.

Copies of the FBF Master Agreement are available for inspection at the specified offices of each of the Paying Agents.

### 1 Form, Denomination, Title and Redenomination

- (a) **Form:** Notes may be issued either in dematerialised form (“**Dematerialised Notes**”) or in materialised form (“**Materialised Notes**”).
  - (i) Title to Dematerialised Notes will be evidenced in accordance with Articles L. 211-3 and R.211-1 of the French *Code monétaire et financier* by book entries (*inscriptions 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 Dematerialised Notes.
    - (a) Dematerialised Notes are issued, at the option of the Issuer and as specified in the final terms (the “**Final Terms**”), in either bearer dematerialised form (*au porteur*), which will be inscribed in the books of Euroclear France (“**Euroclear France**”) (acting as central depository) which shall credit the accounts of Account Holders, or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant holder in either administered registered dematerialised form (*au nominatif administré*) inscribed in the books of an Account Holder designated by the relevant holder of Notes or in fully registered dematerialised form (*au nominatif pur*) inscribed in an account in the books of a registration agent (designated in the relevant Final Terms) acting on behalf of the Issuer (the “**Registration Agent**”).

(b) For the purpose of these Conditions, “**Account Holder**” means any intermediary institution entitled to hold directly or indirectly accounts on behalf of its customers with Euroclear France, Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depositary bank for Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”).

- (ii) Materialised Notes are issued in bearer form. Definitive Materialised Notes are printed on security paper, are serially numbered and are issued with coupons (the “**Coupons**”) (and, where appropriate, a talon (the “**Talons**”) attached), save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable.

In accordance with Articles L. 211-3 and R.211-1 of the French *Code monétaire et financier*, securities (including the Notes) in materialised form and governed by French law must be issued outside the French territory.

- (b) **Denomination:** Notes shall be issued in the Specified Denomination(s) as set out in the relevant Final Terms save that the minimum denomination of each Note listed and admitted to trading on a regulated market, or offered to the public, in a Member State of the European Economic Area (“**EEA**”) in circumstances which require the publication of a prospectus under the Prospectus Directive will be Euro 1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date) or such other higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency. Dematerialised Notes shall be issued in one Specified Denomination only.

(c) **Title:**

- (i) Title to Dematerialised Notes in bearer dematerialised form (*au porteur*) and in administered registered dematerialised form (*au nominatif administré*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of Account Holders. Title to Dematerialised Notes in fully registered dematerialised form (*au nominatif pur*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of the Registration Agent.
- (ii) Title to Definitive Materialised Notes and Coupons and Talons shall pass by delivery.
- (iii) Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the holder.
- (iv) In these Conditions, “**holder of Notes**”, “**holder of any Note**” or “**Noteholder**” means (i) in the case of Dematerialised Notes, the person whose name appears in the account of the relevant Account Holder or the Registration Agent (as the case may be) as being entitled to such Notes and (ii) in the case of Materialised Notes, the bearer of any definitive Materialised Note and the Coupon or Talon relating to it, and capitalised terms have the meanings given to them in the relevant Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.

(d) **Redenomination:**

- (i) The Issuer may (if so specified in the relevant Final Terms), on any Interest Payment Date, without the consent of the holder of any Note, Coupon or Talon, by giving at least 30 days’ notice in accordance with Condition 13 and on or after the date on which the European Member State in whose national currency the Notes are denominated has become a participating Member State in the third stage (or any further stage) of the European Economic and Monetary Union (as provided in the Treaty establishing the European Community (the “**EC**”, as amended from time to time (the “**Treaty**”)) or events have occurred which have

substantially the same effects (in either case, “EMU”), redenominate all, but not some only, of the Notes of any Series into Euro and adjust the aggregate principal amount and the Specified Denomination(s) set out in the relevant Final Terms accordingly, as described below. The date on which such redenomination becomes effective shall be referred to in these Conditions as the “**Redenomination Date**”.

- (ii) The redenomination of the Notes pursuant to Condition 1(d)(i) shall be made by converting the principal amount of each Note from the relevant national currency into Euro using the fixed relevant national currency Euro conversion rate established by the Council of the European Union pursuant to applicable regulations of the Treaty and rounding the resulting figure to the nearest Euro 0.01 (with Euro 0.005 being rounded upwards). If the Issuer so elects, the figure resulting from conversion of the principal amount of each Note using the fixed relevant national currency Euro conversion rate shall be rounded down to the nearest Euro. The Euro denominations of the Notes so determined shall be notified to holders of Notes in accordance with Condition 13. Any balance remaining from the redenomination with a denomination higher than Euro 0.01 shall be paid by way of cash adjustment rounded to the nearest Euro 0.01 (with Euro 0.005 being rounded upwards). Such cash adjustment will be payable in Euros on the Redenomination Date in the manner notified to holders of Notes by the Issuer.
- (iii) Upon redenomination of the Notes, any reference hereon to the relevant national currency shall be construed as a reference to Euro.
- (iv) The Issuer may, with the prior approval of the Redenomination Agent and the Consolidation Agent, in connection with any redenomination pursuant to this Condition or any consolidation pursuant to Condition 12, without the consent of the holder of any Note, Coupon or Talon, make any changes or additions to these Conditions or Condition 12 (including, without limitation, any change to any applicable business day definition, business day convention, principal financial centre of the country of the Specified Currency, interest accrual basis or benchmark), taking into account market practice in respect of redenominated Euromarket debt obligations and which it believes are not prejudicial to the interests of such holders. Any such changes or additions shall, in the absence of manifest error, be binding on the holders of Notes, Coupons and Talons and shall be notified to holders of Notes in accordance with Condition 13 as soon as practicable thereafter.
- (v) Neither the Issuer nor any Paying Agent shall be liable to the holder of any Note, Coupon or Talon or other person for any commissions, costs, losses or expenses in relation to or resulting from the credit or transfer of Euros or any currency conversion or rounding effected in connection therewith.

## **2 Conversions and Exchanges of Notes**

### **(a) Dematerialised Notes**

- (i) Dematerialised Notes issued in bearer dematerialised form (*au porteur*) may not be converted for Dematerialised Notes in registered dematerialised form, whether in fully registered dematerialised form (*au nominatif pur*) or in administered registered dematerialised form (*au nominatif administré*).
- (ii) Dematerialised Notes issued in registered dematerialised form (*au nominatif*) may not be converted for Dematerialised Notes in bearer dematerialised form (*au porteur*).
- (iii) Dematerialised Notes issued in fully registered dematerialised form (*au nominatif pur*) may, at the option of the holder of such Notes, be converted into Notes in administered registered dematerialised form (*au nominatif administré*), and *vice versa*. The exercise of any such option by such holder shall be made in accordance with Article R. 211-4 of the French *Code monétaire et financier*. Any such conversion shall be effected at the cost of such holder.

(b) **Materialised Notes**

Materialised Notes of one Specified Denomination may not be exchanged for Materialised Notes of another Specified Denomination.

**3 Status**

The Notes and, where applicable, any Coupons relating to them constitute direct, unconditional and, pursuant to the provisions of Condition 4, privileged obligations of the Issuer and rank and will rank *pari passu* and without any preference among themselves and equally and rateably with all other present or future notes (including the Notes of all other Series) and other resources raised by the Issuer benefiting from the *privilège* (the “**Privilège**”) created by Article L. 515-19 of the French *Code monétaire et financier* as described in Condition 4.

**4 Privilège**

(a) The Notes benefit from the *Privilège* (priority right of payment) created by Article L. 515-19 of the French *Code monétaire et financier*.

(b) Pursuant to Article L. 515-19 of the French *Code monétaire et financier*, all amounts payable to the Issuer in respect of loans, assimilated receivables, exposure and securities referred to in Article L. 515-14 to L. 515-17 of the French *Code monétaire et financier* and the forward financial instruments referred to in Article L. 515-18 of the French *Code monétaire et financier* (in each case after any applicable netting), together with the claims in respect of deposits made by the Issuer with credit institutions, are allocated in priority to the payment of any sums due in respect of the *obligations foncières* issued by the Issuer and any other resources raised by the Issuer pursuant to the *Privilège*.

It should be noted that not only Notes benefit from the *Privilège*; other resources (such as loans) and derivative transactions for hedging Notes and such other resources may also benefit from the *Privilège*.

(c) Article L. 515-19 of the French *Code monétaire et financier* provides that, notwithstanding any legislative provisions to the contrary and in particular those contained in the French *Code de Commerce* (relating to conciliation (*conciliation*), preservation (*sauvegarde*), judicial reorganisation (*redressement judiciaire*) and judicial liquidation (*liquidation judiciaire*)), the amounts due regularly under *obligations foncières* and any other resources benefiting from the *Privilège*, are paid on their contractual due date, and in priority to all other debts, whether or not preferred, including interest resulting from agreements whatever their duration. Accordingly, until all creditors benefiting from the *Privilège* have been fully paid, no other creditor of the Issuer may exercise any right over the assets and rights of the Issuer.

**5 Interest and other Calculations**

(a) **Definitions:** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“**Business Day**” means:

- (i) in the case of Euro, a day on which the TARGET system is operating (a “**TARGET Business Day**”) and/or
- (ii) in the case of a Specified Currency other than Euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for that currency and/or
- (iii) in the case of a Specified Currency and/or one or more business centres specified in the relevant Final Terms (the “**Business Centres**”), a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or Interest Accrual Period, the “**Calculation Period**”):

- (i) if “**Actual/Actual**” or “**Actual/Actual - ISDA**” or “**Act/Act**” or “**Act/Act (ISDA)**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)
- (ii) if “**Actual/365 - FBF**” is specified in the relevant Final Terms, the fraction whose numerator is the actual number of days elapsed during the Calculation Period and whose denominator is 365. If part of that Calculation Period falls in a leap year, Actual/365 - FBF shall mean the sum of (i) the fraction whose numerator is the actual number of days elapsed during the non-leap year and whose denominator is 365 and (ii) the fraction whose numerator is the number of actual days elapsed during the leap year and whose denominator is 366
- (iii) if “**Actual/Actual - FBF**” is specified in the relevant Final Terms in respect of each calculation, the fraction whose numerator is the actual number of days elapsed during such period and whose denominator is 365 (or 366 if 29 February falls within the Calculation Period)
- (iv) if “**Actual/Actual-ICMA**” is specified in the relevant Final Terms

if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

if the Calculation Period is longer than one Determination Period, the sum of:

the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where

“**Determination Period**” means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

“**Determination Date**” means the date specified in the applicable Final Terms or, if none is specified, the Interest Payment Date.

- (v) if “**Actual/365 (Fixed)**” is specified in the relevant Final Terms, the fraction whose numerator is the actual number of days elapsed during the Calculation Period and whose denominator is 365
- (vi) if “**Actual/360**” is specified in the relevant Final Terms, the fraction whose numerator is the actual number of days elapsed during the Calculation Period and whose denominator is 360

- (vii) if “**30/360**” or “**360/360 (Bond Basis)**” is specified in the relevant Final Terms, the number of days in the Calculation Period by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case **D<sub>1</sub>** will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and **D<sub>1</sub>** is greater than 29, in which case **D<sub>2</sub>** will be 30

- (viii) if “**30E/360**” or “**Eurobond Basis**” is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360 calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case **D<sub>1</sub>** will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case **D<sub>2</sub>** will be 30

- (ix) if “**30E/360 (ISDA)**” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;



“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30

“**Euro-zone**” means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty

“**FBF Definitions**” means the definitions set out in the 2001 FBF Master Agreement relating to Transactions on Forward Financial Instruments as supplemented by the Technical Schedules published by the *Fédération Bancaire Française*, as the case may be (“**FBF**”) (together the “**FBF Master Agreement**”)

“**Interest Accrual Period**” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date

“**Interest Amount**” means the amount of interest payable, and in the case of Fixed Rate Notes, means the Fixed Coupon Amount or Broken Amount, as the case may be

“**Interest Commencement Date**” means the Issue Date or such other date as may be specified in the relevant Final Terms

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Final Terms or, if none is so specified, (i) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is Euro or (ii) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (iii) the day falling two Business Days in Paris for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor Euro, each such date shall be deemed to be an “**Observation Date**” for the purposes of Condition 6(k)

“**Interest Payment Date**” means the date(s) specified in the relevant Final Terms

“**Interest Period**” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date, or such other Interest Period specified in the relevant Final Terms

“**Interest Period Date**” means each Interest Payment Date or such other date(s) specified in the relevant Final Terms

“**ISDA Definitions**” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc.

“**Rate of Interest**” means, with respect to an Interest Accrual Period, the rate of interest for the relevant Interest Accrual Period (as specified in the relevant Final Terms) which is determined in accordance with these Conditions and payable in relation to the such Interest Accrual Period in respect of the Notes

“**Reference Banks**” means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Calculation Agent or as specified in the relevant Final Terms

“**Relevant Date**” means, in respect of any Note or Coupon, the date on which payment in respect of it first became due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (in the case of Materialised Notes if earlier) the date seven days after that on which notice is duly given to the holders of such Materialised Notes that, upon further presentation of the Materialised Note or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation

“**Reference Rate**” means the rate specified as such in the relevant Final Terms which shall be LIBOR, EURIBOR, EONIA, CMS Rate or TEC10

“**Relevant Screen Page**” means such page, section, caption, column or other part of a particular information service as may be specified in the relevant Final Terms

“**Specified Currency**” means the currency specified as such in the relevant Final Terms or, if none is specified, the currency in which the Notes are denominated

“**TARGET System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

- (b) **Interest on Fixed Rate Notes:** Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(h).

If a Fixed Coupon Amount or a Broken Amount is specified in the relevant Final Terms, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and in the case of the Broken Amount will be payable on the particular Interest Payment Date(s) specified in the relevant Final Terms.

- (c) **Interest on Floating Rate Notes, Inflation Linked Notes and Formula Linked Notes:**

- (i) *Interest Payment Dates:* Each Floating Rate Note, Inflation Linked Note and Formula Linked Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest (subject to adjustment in accordance with Condition 5(g)), such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(h). Such Interest Payment Date(s) is/are either shown in the relevant Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the relevant Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period shown in the relevant Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
- (ii) *Business Day Convention:* If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Following Business Day Convention, such date shall be carried forward to the following Business Day, (B) the Following Business Day except the Following Month Convention, such date shall be carried forward to the following day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be carried back to

the previous Business Day or (C) the Preceding Business Day Convention, such date shall be carried back to the previous Business Day.

- (iii) *Rate of Interest for Floating Rate Notes*: The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined according to the relevant Final Terms and the provisions below relating to either FBF Determination, ISDA Determination or Screen Rate Determination, depending upon which is specified in the relevant Final Terms.

(A) FBF Determination for Floating Rate Notes

Where FBF Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant FBF Rate. For the purposes of this sub-paragraph (A), “**FBF Rate**” for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Transaction under the terms of an agreement incorporating the FBF Definitions and under which:

- (a) the Floating Rate is as specified in the relevant Final Terms and
- (b) the relevant Floating Rate Determination Date (*Date de Détermination du Taux Variable*) is the first day of that Interest Accrual Period or such other date as specified in the relevant Final Terms

For the purposes of this sub-paragraph (A), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Determination Date** (*Date de Détermination du Taux Variable*)” and “**Transaction**” have the meanings given to those terms in the FBF Definitions, provided that “Euribor” means the rate calculated for deposits in Euro which appears on Reuters page EURIBOR01, as more fully described in the relevant Final Terms.

(B) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (B), “**ISDA Rate**” for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (a) the Floating Rate Option is as specified in the relevant Final Terms
- (b) the Designated Maturity is a period specified in the relevant Final Terms and
- (c) the relevant Reset Date is the first day of that Interest Accrual Period or such other date as specified in the relevant Final Terms.

For the purposes of this sub-paragraph (B), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**” and “**Swap Transaction**” have the meanings given to those terms in the ISDA Definitions.

(C) Screen Rate Determination for Floating Rate Notes

(a) Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

- (i) the offered quotation; or
- (ii) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either 11.00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the relevant Final Terms as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided hereon.

- (b) if the Relevant Screen Page is not available or, if sub-paragraph (a)(i) applies and no such offered quotation appears on the Relevant Screen Page or, if sub-paragraph (a)(ii) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), or if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and
- (c) if paragraph (b) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels 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, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such 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 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, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels 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 such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro zone inter-bank market, as the case may be, 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 or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

- (d) Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the Floating Rate Notes is specified as being EONIA, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be the rate of return of a daily compound interest investment (with the arithmetic mean of the daily rates of the day-to-day Euro-zone interbank euro money market as reference rate for the calculation of interest) plus or minus (as indicated in the applicable Final Terms) the Margin (if any) and will be calculated by the Calculation Agent on the Interest Determination Date as follows, and the resulting will be rounded, if necessary, to the nearest one ten-thousandth of a percentage point, with 0.00005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{EONIA_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

Where:

“*i*” is a series of whole numbers from one to *d*<sub>0</sub>, each representing the relevant TARGET Business Day in chronological order from, and including, the first TARGET Business Day in the relevant Interest Accrual Period;

“*d*<sub>0</sub>” for any Interest Accrual Period, is the number of TARGET Business Days in the relevant Interest Accrual Period;

“*EONIA<sub>i</sub>*”, for any day “*i*” in the relevant Interest Accrual Period, is a reference rate equal to the overnight rate as calculated by the European Central Bank and appearing on the Reuters Screen EONIA Page or such other page or service as may replace such page for the purposes of displaying Euro overnight index average rate of leading reference banks for deposits in Euro (the “**EONIA Page**”) in respect of that day provided that, if, for any reason, by 11.00 a.m. (Brussels time) on any such day “*i*”, no rate is published on the EONIA Page, the Calculation Agent will request any four major banks selected by it (but which shall not include the Calculation Agent) in the Euro-zone inter-bank market to provide it with their respective quotations of the rates offered by such banks at approximately 11.00 a.m. (Brussels time) on such day “*i*” to prime banks in the Euro-zone inter-bank market for Euro overnight index average rate for deposits in Euro in an amount that is, in the reasonable opinion of the Calculation Agent, representative for a single transaction in the relevant market at the relevant time. The applicable reference rate for such day “*i*” shall be the arithmetic mean (rounded if necessary, to the nearest hundredth of a percentage point, with 0.005 being rounded upwards) of at least two of the rates so quoted, it being provided that if less than two rates are provided to the Calculation Agent, the applicable reference rate shall be determined by the Calculation Agent after consultation of an independent expert;

“*n<sub>i</sub>*” is the number of calendar days in the relevant Interest Accrual Period on which the rate is *EONIA<sub>i</sub>*; and

“*d*” is the number of calendar days in the relevant Interest Accrual Period.

- (e) Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the Floating Rate Notes is specified as being CMS Rate, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be determined by the Calculation Agent by reference to the following formula:

$$\text{CMS Rate} + \text{Margin}$$

If the Relevant Screen Page is not available at the Specified Time on the relevant Interest Determination Date: (i) the Calculation Agent shall request each of the CMS Reference Banks to provide the Calculation Agent with its quotation for the Relevant Swap Rate at approximately the Specified Time on the relevant Interest Determination Date; (ii) if at least three of the CMS Reference Banks provide the Calculation Agent with such quotations, the CMS Rate for such Interest Accrual Period shall be the arithmetic mean of such quotations, eliminating the highest quotation (or, in the event of equality, one of the highest quotations and the lowest quotation (or, in the event of equality, one of the lowest quotations) and (iii) if on any Interest Determination Date less than three or none of the CMS Reference Banks provides the Calculation Agent with such quotations as provided in the preceding paragraph, the CMS Rate shall be determined by the Calculation Agent on such commercial basis as considered appropriate by the Calculation Agent in its absolute discretion, in accordance with the then prevailing standard market practice.

For the purposes of this sub-paragraph (e):

“**CMS Rate**” shall mean the applicable swap rate for swap transactions in the Reference Currency with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Relevant Screen Page as at the Specified Time on the relevant Interest Determination Date in question, all as determined by the Calculation Agent.

“**CMS Reference Banks**” means (i) where the Reference Currency is Euro, the principal office of five leading swap dealers in the inter-bank market, (ii) where the Reference Currency is Sterling, the principal London office of five leading swap dealers in the London inter-bank market, (iii) where the Reference Currency is United States dollars, the principal New York City office of five leading swap dealers in the New York City inter-bank market, or (iv) in the case of any other Reference Currency, the principal Relevant Financial Centre office of five leading swap dealers in the Relevant Financial Centre inter-bank market, in each case selected by the Calculation Agent.

“**Reference Currency**” means the currency specified as such in the applicable Final Terms.

“**Reference Financial Centre**” means, with respect to a Reference Currency, the financial centre specified as such in the applicable Final Terms.

“**Designated Maturity**”, “**Specified Time**” and “**Relevant Screen Page**” shall have the meaning given to those terms in the applicable Final Terms.

“**Margin**” has the meaning set out in Condition 5(g).

“**Relevant Swap Rate**” means:

- (i) where the Reference Currency is Euro, the mid-market annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating euro interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Accrual Period

and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/360 day count basis, is equivalent to EUR-EURIBOR-Reuters (as defined in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the “**ISDA Definitions**”)) with a designated maturity determined by the Calculation Agent by reference to the then prevailing standard market practice or the ISDA Definitions;

- (ii) where the Reference Currency is Sterling, the mid-market semi-annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the semi-annual fixed leg, calculated on an Actual/365 (Fixed) day count basis, of a fixed-for-floating Sterling interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Accrual Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/365 (Fixed) day count basis, is equivalent (A) if the Designated Maturity is greater than one year, to GBP-LIBOR-BBA (as defined in the ISDA Definitions) with a designated maturity of six months or (B) if the Designated Maturity is one year or less, to GBP-LIBOR-BBA with a designated maturity of three months;
- (iii) where the Reference Currency is United States dollars, the mid-market semi-annual swap rate determined on the basis of the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating United States dollar interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Accrual Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to USD-LIBOR-BBA (as defined in the ISDA Definitions) with a designated maturity of three months; and
- (iv) where the Reference Currency is any other currency of if the Final Terms specify otherwise, the mid-market swap rate as determined in accordance with the applicable Final Terms.

“**Representative Amount**” means an amount that is representative for a single transaction in the relevant market at the relevant time, as determined by the Calculation Agent.

- (f) Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the Floating Rate Notes is specified as being the TEC10, the Rate of Interest for each Interest Accrual Period will be, subject as provided below, determined by the Calculation Agent by reference to the following formula : TEC10 + Margin.

“**TEC10**” means the offered quotation (expressed as a percentage rate per annum) for the EUR-TEC10-CNO<sup>1</sup>, calculated by the *Comité de Normalisation Obligataire* (“**CNO**”), which appears on the Relevant Screen Page, being the caption “TEC10” on the Reuters Screen CNOTEC10 Page or any successor page, as at 10.00 a.m. Paris time on the Interest Determination Date in question.

<sup>1</sup> All potential users of the EUR-TEC10-CNO must first enter into a trademark licence agreement available from the CNO.

If, on any Interest Determination Date, TEC10 does not appear on Reuters Screen CNOTEC Page or any successor page, (i) it shall be determined by the Calculation Agent on the basis of the mid-market prices for each of the two reference OAT (*Obligation Assimilable du Trésor*) which would have been used by the *Comité de Normalisation Obligataire* for the calculation of the relevant rate, quoted in each case by five *Spécialistes en Valeurs du Trésor* at approximately 10:00 a.m. Paris time on the Interest Determination Date in question; (ii) the Calculation Agent will request each *Spécialiste en Valeurs du Trésor* to provide a quotation of its price; and (iii) TEC10 will be the redemption yield of the arithmetic mean of such prices as determined by the Calculation Agent after discarding the highest and lowest of such quotations. The above mentioned redemption yield shall be determined by the Calculation Agent in accordance with the formula that would have been used by the *Comité de Normalisation Obligataire* for the determination of the relevant rate.

*For information purposes only, the EUR-TEC10-CNO, established in April 1996, is the percentage yield (rounded to the nearest second decimal point, 0.005 per cent. being rounded upwards) of a notional 10 year French Treasury Bond (Obligation Assimilable du Trésor, “OAT”) corresponding to the linear interpolation between the yield to maturity of the two actual OATs (the “Reference OATs”) whose periods to maturity are closest in duration to the notional 10 year OAT, one Reference OAT's duration being of less than 10 years and the other Reference OAT's duration being greater than 10 years.*

(iv) *Rate of Interest for Inflation Linked Notes:*

Where the applicable Final Terms specify Inflation Linked Notes as applicable (“**Inflation Linked Notes**”) the Rate of Interest shall (i) if Inflation Linked Notes – Fixed Interest is applicable, be calculated in accordance with Condition 5(b), or (ii) if Inflation Linked Notes – Inflation Interest is applicable, be calculated in accordance with this Condition 5(c)(iv).

(A) Consumer Price Index (CPI)

Where the consumer price index (excluding tobacco) for all households in France, as calculated and published by the *Institut National de la Statistique et des Etudes Economiques* (the “INSEE”) (“CPI”) is specified as the Index in the relevant Final Terms, this Condition 5(c)(iv)(A) shall apply. Terms defined herein shall have the meanings set out below only when this Condition 5(c)(iv)(A) shall apply.

The Rate of Interest in respect of Inflation Linked Notes indexed to the CPI (the “**CPI Linked Interest**”) will be determined by the Calculation Agent on the following basis:

- (a) On the fifth Business Day before each Interest Payment Date (an “**Interest Determination Date**”) the Calculation Agent will calculate the Inflation Index Ratio.

For the purpose of this Condition 5(c)(iv)(A), the “**Inflation Index Ratio**” or “**IIR**” is the ratio between (i) the CPI Daily Inflation Reference Index (as defined below) applicable on any Interest Payment Date, as the case may be and (ii) the base reference defined as the CPI Daily Inflation Reference Index (as defined below) applicable on the date specified in the applicable Final Terms (the “**Base Reference**”). Notwithstanding Condition 5(g) (iii), the IIR will be rounded if necessary to five significant figures (with halves being rounded up).



“**CPI Daily Inflation Reference Index**” means (i) in relation to the first day of any given calendar month, the CPI Monthly Reference Index of the third month preceding such month, and (ii) in relation to a day D (other than the first day) in any given calendar month (“M”), the linear interpolation of the CPI Monthly Reference Index pertaining respectively to the third calendar month preceding such month (“M – 3”) and the second calendar month preceding such month (“M – 2”) calculated in accordance with the following formula:

CPI Daily Inflation Reference Index=

$$\text{CPI Monthly Reference Index}_{M-3} + \frac{D-1}{ND_M} \times (\text{CPI Monthly Reference Index}_{M-2} - \text{CPI Monthly Reference Index}_{M-3})$$

With:

“**ND<sub>M</sub>**”: number of days in the relevant month M and, in the case of payment of principal or interest, shall be equal to 31;

“**D**”: actual day of payment in the relevant month M and, in the case of payment of principal or interest, shall be equal to 25;

“**CPI Monthly Reference Index<sub>M-2</sub>**”: the level of the CPI Monthly Reference Index published in relation to month M - 2;

“**CPI Monthly Reference Index<sub>M-3</sub>**”: the level of the CPI Monthly Reference Index published in relation to month M - 3.

Notwithstanding Condition 5(g)(iii), the CPI Daily Inflation Reference Index will be rounded if necessary to five significant figures (with halves being rounded up).

*For information purposes, such CPI Daily Inflation Reference Index appears on the Agence France Trésor Reuters page OATINFLATION01 or on Bloomberg TRESOR <GO> pages and on the website [www.aft.gouv.fr](http://www.aft.gouv.fr). In the case of doubt in the interpretation of the methods used to calculate the Inflation Index Ratio, such methods shall be interpreted by reference to the procedures selected by the French Treasury (Trésor) for its obligations assimilables du Trésor indexées sur l'inflation.*

“**CPI Monthly Reference Index**” means the definitive consumer price index excluding tobacco for all households in France, as calculated and published monthly by the INSEE as such index may be adjusted or replaced from time to time as provided herein.

- (b) The calculation method described below is based on the recommendation issued by the French Bond Association (*Comité de Normalisation Obligataire – [www.cnofrance.org](http://www.cnofrance.org)*) in its December 2010 Paper entitled “*Inflation Indexed Obligations Foncières*” (*Obligations et autres instruments de taux d'intérêt en euro, Normes et usages des marchés de capitaux – Chapitre II: Les obligations indexées sur l'inflation*). In the case of any conflict between the calculation method provided below and the calculation method

provided by the French Bond Association (*Comité de Normalisation Obligataire*), the calculation method provided by the French Bond Association (*Comité de Normalisation Obligataire*) shall prevail.

The CPI Linked Interest applicable from time to time for each Interest Accrual Period (as specified in the relevant Final Terms) will be equal to the fixed rate *per annum* specified in the relevant Final Terms multiplied by the Inflation Index Ratio (as defined above).

(c)

(1) If the CPI Monthly Reference Index is not published in a timely manner, a substitute CPI Monthly Reference Index (the “**Substitute CPI Monthly Reference Index**”) shall be determined by the Calculation Agent in accordance with the following provisions:

(x) If a provisional CPI Monthly Reference Index (*indice provisoire*) has already been published, such index shall automatically be used as the Substitute CPI Monthly Reference Index. Such provisional CPI Monthly Reference Index would be published under the heading “*indice de substitution*”. Once the definitive CPI Monthly Reference Index is released, it would automatically apply from the day following its release to all calculations taking place from this date.

(y) If no provisional CPI Monthly Reference Index is available, a substitute index shall be calculated on the basis of the most recently published figure adjusted as set out in the following formula:

Substitute CPI Monthly Reference Index<sub>M</sub>=

$$\text{CPI Monthly Reference Index}_{M-1} \times \frac{\text{CPI Monthly Reference Index}_{M-1}}{\text{CPI Monthly Reference Index}_{M-13}} \times \frac{1}{12}$$

(2) In the event INSEE decides to proceed with one or more base changes for the purpose of calculating the CPI Monthly Reference Index, the two CPI Monthly Reference Indexes which have been calculated on a different basis will be chained on the basis of the December CPI Monthly Reference Index of the last year of joint publications, which corresponds to the CPI Daily Inflation Reference Index for 1st March of the following year. Such chaining will be carried out in accordance with the following equation:

$$\text{Key} = \frac{\text{CPI Monthly Reference Index}^{\text{pertaining to December calculated on the new basis}}}{\text{CPI Monthly Reference Index}^{\text{pertaining to December calculated on the previous basis}}}$$

Such that:

$$\text{CPI Monthly Reference Index}_{\text{Date D New Basis}} = \text{CPI Monthly Reference Index}_{\text{Date D Previous Basis}} \times \text{Key}$$

(B) Harmonised Index of Consumer Prices (HICP)

Where the harmonised index of consumer prices (excluding tobacco) measuring the rate of inflation in the European Monetary Union as calculated and published monthly by Eurostat (the “**HICP**”) is specified as the Index in the relevant Final Terms, this Condition 5(c)(iv)(B) shall apply. Terms defined herein shall have the meanings set out below only when this Condition 5(c)(iv)(B) shall apply.

The Rate of Interest in respect of Inflation Linked Notes indexed to the HICP (the “**HICP Linked Interest**”) will be determined by the Calculation Agent on the following basis:

- (a) On the fifth Business Day before each Interest Payment Date (an “**Interest Determination Date**”) the Calculation Agent will calculate the Inflation Index Ratio.

For the purpose of this Condition 5(c)(iv)(B), the “**Inflation Index Ratio**” or “**IIR**” is the ratio between (i) the HICP Daily Inflation Reference Index (as defined below) applicable on any Interest Payment Date or the redemption date, as the case may be and (ii) the base reference defined as the HICP Daily Inflation Reference Index (as defined below) applicable on the date specified in the applicable Final Terms (the “**Base Reference**”). Notwithstanding Condition 5(g)(iii), the IIR will be rounded if necessary to five significant figures (with halves being rounded up).

“**HICP Daily Inflation Reference Index**” means (i) in relation to the first day of any given calendar month, the HICP Monthly Reference Index of the third calendar month preceding such month, and (ii) in relation to a day D (other than the first day) in any given month (“M”), the linear interpolation of the HICP Monthly Reference Index pertaining respectively to the third calendar month preceding such month (“M – 3”) and the second calendar month preceding such month (“M – 2”) calculated in accordance with the following formula:

HICP Daily Inflation Reference Index =

$$\text{HICP Monthly Reference Index}_{\text{M-3}} + \frac{\text{D}-1}{\text{ND}_{\text{M}}} \times (\text{HICP Monthly Reference Index}_{\text{M-2}} - \text{HICP Monthly Reference Index}_{\text{M-3}})$$

With:

“**ND<sub>M</sub>**”: number of days in the relevant month M and, in the case of payment of principal or interest, shall be equal to 31;

“**D**”: actual day of payment in the relevant month M and, in the case of payment of principal or interest, shall be equal to 25;

“**HICP Monthly Reference Index<sub>M-2</sub>**”: the level of the HICP Monthly Reference Index published in relation to month M - 2;

“**HICP Monthly Reference Index<sub>M-3</sub>**”: the level of the HICP Monthly Reference Index published in relation to month M - 3.

Notwithstanding Condition 5(g)(iii), the HICP Daily Inflation Reference Index will be rounded if necessary to five significant figures (with halves being rounded up).

*For information purposes, such HICP Daily Inflation Reference Index appears on the Agence France Trésor Reuters page OATEI01, on the website [www.aft.gouv.fr](http://www.aft.gouv.fr) and on Bloomberg page TRESOR.*

“**HICP Monthly Reference Index**” means to the harmonised index of consumer prices excluding tobacco measuring the rate of inflation in the European Monetary Union excluding tobacco as calculated and published by Eurostat as such index may be adjusted or replaced from time to time as provided herein. The first publication or announcement of a level of such index for a given month shall be final and conclusive and later revisions to the level for such month will not be used in any calculations.

- (b) The HICP Linked Interest applicable from time to time for each Interest Accrual Period (as specified in the relevant Final Terms) will be equal to the fixed rate *per annum* specified in the relevant Final Terms multiplied by the Inflation Index Ratio (as defined above).
- (c)
  - (1) If the HICP Monthly Reference Index is not published in a timely manner, a substitute HICP Monthly Reference Index (the “**Substitute HICP Monthly Reference Index**”) shall be determined by the Calculation Agent in accordance with the following provisions:
    - (x) If a provisional HICP Monthly Reference Index has already been published by Eurostat, such index shall automatically be used as the Substitute HICP Monthly Reference Index. Once the definitive HICP Monthly Reference Index is released, it would automatically apply from the day following its release to all calculations taking place from this date.
    - (y) If no provisional HICP Monthly Reference Index is available, a substitute index shall be calculated on the basis of the most recently published figure adjusted as set out in the following formula:

Substitute HICP Monthly Reference Index<sub>M</sub> =

$$\text{HICP Monthly Reference Index}_{M-1} \times \frac{\text{HICP Monthly Reference Index}_{M-1}}{\text{HICP Monthly Reference Index}_{M-1}} \times \frac{1}{12}$$

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- (2) In the event Eurostat decides to proceed with one or more base changes for the purpose of calculating the HICP Monthly Reference Index, the two HICP Monthly Reference Indexes which have been calculated on a different basis will be chained on the basis of the December HICP Monthly Reference Index of the last

year of joint publications, which corresponds to the HICP Daily Inflation Reference Index for 1st March of the following year. Such chaining will be carried out in accordance with the following equation:

$$\text{Key} = \frac{\text{HICP Monthly Reference Index}^{\text{pertaining to December}}_{\text{calculated on the new basis}}}{\text{HICP Monthly Reference Index}^{\text{pertaining to December}}_{\text{calculated on the previous basis}}}$$

Such that:

$$\text{HICP Monthly Reference Index}^{\text{Date D New Basis}} = \text{HICP Monthly Reference Index}^{\text{Date D Previous Basis}} \times \text{Key}$$

(v) *Rate of Interest for Formula Linked Notes:*

*(Formula Linked Notes can only be issued with a denomination of at least €100,000)*

(A) **Index Formula:** When the Index Formula is specified in the relevant Final Terms for the issue of Notes having a denomination of at least €100,000 as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will be determined by the Calculation Agent on the Interest Determination Date in accordance with the following formula:

$$\text{Rate of Interest} = \text{Participation} \times (\text{Leverage1} \times \text{Index1} - \text{Leverage2} \times \text{Index2}) + \text{Spread}$$

Where:

"**Designated Maturity**" means a period specified in the relevant Final Terms;

"**Index1**" means the Index Reference Rate or the CPI Reference Rate or the HICP Reference Rate as specified in the relevant Final Terms;

"**Index2**" means the Index Reference Rate or the CPI Reference Rate or the HICP Reference Rate or 0 (zero) as specified in the relevant Final Terms.

"**Index Reference Rate**" means the rate designated as such in the Final Terms with the Designated Maturity specified in the relevant Final Terms determined in accordance with the Screen Rate Determination or the ISDA Determination (as specified in the relevant Final Terms);

"**Leverage1**" means, with respect to an Interest Accrual Period, the percentage or number specified in the relevant Final Terms. For the avoidance of doubt, this may have a positive or a negative value or may be equal to one (1).

"**Leverage2**" means, with respect to an Interest Accrual Period, the percentage or number specified in the relevant Final Terms. For the avoidance of doubt, this may have a positive or a negative value or may be equal to one (1).

"**Participation**" means the coefficient specified in the relevant Final Terms;

"**Spread**" means the positive or negative rate expressed as a percentage specified in the relevant Final Terms.

"**CPI Reference Rate**" for each Interest Accrual Period will be determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{CPI Monthly Reference Index}_M}{\text{CPI Monthly Reference Index}_M} - 1$$

Where:

“**CPI Monthly Reference Index<sub>M</sub>**”: the level of the CPI Monthly Reference Index (as defined in Condition 5(c)(iv)(A)) published in relation to month M;

“**CPI Monthly Reference Index<sub>M'</sub>**”: the level of the CPI Monthly Reference Index (as defined in Condition 5(c)(iv)(A)) published in relation to month M’;

"**M**" is the calendar month, falling such number of calendar months (as specified in the applicable Final Terms) preceding the calendar month in which the Interest Determination Date falls;

"**M'**" is the calendar month, falling such number of calendar months (as specified in the applicable Final Terms) preceding the calendar month in which the Interest Determination Date falls.

If the CPI Monthly Reference Index<sub>M</sub> or the CPI Monthly Reference Index<sub>M'</sub> is or are not published in a timely manner, Condition 5(c)(iv)(A)(c) shall apply.

“**HICP Reference Rate**” for each Interest Accrual Period will be determined by the Calculation Agent in accordance with the following formula:

$$\frac{\text{HICP Monthly Reference Index}_{x_M}}{\text{HICP Monthly Reference Index}_{x_{M'}}} - 1$$

Where:

“**HICP Monthly Reference Index<sub>M</sub>**”: the level of the HICP Monthly Reference Index (as defined in Condition 5(c)(iv)(B)) published in relation to month M ;

“**HICP Monthly Reference Index<sub>M'</sub>**”: the level of the HICP Monthly Reference Index (as defined in Condition 5(c)(iv)(B)) published in relation to month M’ ;

"**M**" is the calendar month, falling such number of calendar months (as specified in the applicable Final Terms) preceding the calendar month in which the Interest Determination Date falls;

"**M'**" is the calendar month, falling such number of calendar months (as specified in the applicable Final Terms) preceding the calendar month in which the Interest Determination Date falls.

If the HICP Monthly Reference Index<sub>M</sub> or the HICP Monthly Reference Index<sub>M'</sub> is or are not published in a timely manner, Condition 5(c)(iv)(B)(c) shall apply.

- (B) **Underlying Formula:** When the Underlying Formula is specified in the relevant Final Terms for the issue of Notes having a denomination of at least €100,000 as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will be determined by the Calculation Agent on the Interest Determination Date in accordance with the following formula:

$$\text{Rate of Interest} = \text{Participation} \times (1 + \text{Underlying} + \text{Spread})^k - 1$$

Where:

"**CMS Rate**" means the applicable swap rate for swap transactions in the Reference Currency with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Relevant Screen Page as at the Specified Time.

"**Designated Maturity**" means the maturity specified as such in the relevant Final Terms.

**"Participation"** means the coefficient specified in the relevant Final Terms;

**"Reference Currency"** means the currency specified as such in the relevant Final Terms.

**"Relevant Screen Page"** means the screen page specified as such in the relevant Final Terms or any successor page.

**"Specified Time"** means the time specified as such in the relevant Final Terms.

**"Spread"** means the positive or negative rate expressed as a percentage specified in the relevant Final Terms.

**"TEC"** means the offered quotation (expressed as a percentage rate per annum) with a maturity of the Designated Maturity, calculated by the *Comité de Normalisation Obligatoire*, which appears on the Relevant Screen Page, as at the Specified Time.

**"Underlying"** means either TEC<sup>1</sup> or CMS Rate, as specified in the relevant Final Terms, with the applicable Designated Maturity, Relevant Screen Page and Specified Time on the Interest Determination Date as determined by the Calculation Agent.

**"k"** means the coefficient specified in the relevant Final Terms.

If, on the relevant Interest Determination Date, CMS Rate does not appear on the Relevant Screen Page at the Specified Time, the adjustment provisions with respect to the Relevant Screen Page for CMS Rate set out in Condition 5(c)(iii)(C) shall apply.

If, on the relevant Interest Determination Date, TEC does not appear on the Relevant Screen Page at the Specified Time, (i) TEC shall be determined by the Calculation Agent on the basis of the mid-market prices for each of the two reference OAT (*Obligation Assimilable du Trésor*) which would have been used by the *Comité de Normalisation Obligatoire* for the calculation of TEC, quoted in each case by five *Spécialistes en Valeurs du Trésor* at approximately [10:00] a.m. Paris time on the Interest Determination Date in question; (ii) the Calculation Agent will request each *Spécialiste en Valeurs du Trésor* to provide a quotation of its price; and (iii) TEC will be the redemption yield of the arithmetic mean of such prices as determined by the Calculation Agent after discarding the highest and lowest of such quotations. The above mentioned redemption yield shall be determined by the Calculation Agent in accordance with the formula that would have been used by the *Comité de Normalisation Obligatoire* for the determination of the relevant rate.

- (C) **CPI Formula:** When the CPI Formula is specified in the relevant Final Terms for the issue of Notes having a denomination of at least €100,000 as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will be determined by the Calculation Agent on the Interest Determination Date in accordance with the following formula:

$$\text{Rate of Interest} = \frac{\text{CPI Monthly Reference Index}_M}{\text{CPI Monthly Reference Index}_M} - 1 + \text{Spread}$$

Where:

<sup>1</sup> All potential users of the TEC must first enter into a trademark licence agreement available from the CNO.

“**CPI Monthly Reference Index<sub>M</sub>**”: the level of the CPI Monthly Reference Index (as defined in Condition 5(c)(iv)(A)) published in relation to month M ;

“**CPI Monthly Reference Index<sub>M'</sub>**”: the level of the CPI Monthly Reference Index (as defined in Condition 5(c)(iv)(A)) published in relation to month M' ;

"M" is the calendar month, falling such number of calendar months (as specified in the applicable Final Terms) preceding the calendar month in which the Interest Determination Date falls;

"M'" is the calendar month, falling such number of calendar months (as specified in the applicable Final Terms) preceding the calendar month in which the Interest Determination Date falls.

“**Spread**” means the positive or negative rate expressed as a percentage specified in the relevant Final Terms.

If the CPI Monthly Reference Index<sub>M</sub> or the CPI Monthly Reference Index<sub>M'</sub> is or are not published in a timely manner, Condition 5(c)(iv)(A)(c) shall apply.

- (D) **HICP Formula:** When the HICP Formula is specified in the relevant Final Terms for the issue of Notes having a denomination of at least €100,000 as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will be determined by the Calculation Agent on the Interest Determination Date in accordance with the following formula:

$$\text{Rate of Interest} = \frac{\text{HICP Monthly Reference Index}_{M'}}{\text{HICP Monthly Reference Index}_{M}} - 1 + \text{Spread}$$

Where:

“**HICP Monthly Reference Index<sub>M</sub>**”: the level of the HICP Monthly Reference Index (as defined in Condition 5(c)(iv)(B)) published in relation to month M;

“**HICP Monthly Reference Index<sub>M'</sub>**”: the level of the HICP Monthly Reference Index (as defined in Condition 5(c)(iv)(B)) published in relation to month M' ;

"M" is the calendar month, falling such number of calendar months (as specified in the applicable Final Terms) preceding the calendar month in which the Interest Determination Date falls;

"M'" is the calendar month, falling such number of calendar months (as specified in the applicable Final Terms) preceding the calendar month in which the Interest Determination Date falls.

“**Spread**” means the positive or negative rate expressed as a percentage specified in the relevant Final Terms.

If the HICP Monthly Reference Index<sub>M</sub> or the HICP Monthly Reference Index<sub>M'</sub> is or are not published in a timely manner, Condition 5(c)(iv)(B)(c) shall apply.

- (E) **Leveraged Floating Rate Formula:** When the Leveraged Floating Rate Formula is specified in the relevant Final Terms, for an issue of Notes having a denomination of at least €100,000, as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will be determined by the Calculation Agent on the Interest Determination Date in accordance with the following formula:

$$\text{Rate of Interest} = (\text{Benchmark Rate Level} + \text{Margin}) \times \text{Leverage}$$

Where:



“**Benchmark Rate Level**” means the rate determined in accordance with Condition 6(k) with variables set out in the Final Terms;

“**Leverage**” means, with respect to an Interest Accrual Period, the percentage or number specified in the relevant Final Terms. For the avoidance of doubt, this may have a positive or a negative value or may be equal to one (1).

“**Margin**” means, with respect to an Interest Accrual Period, the percentage or number for the relevant Interest Accrual Period, as specified in the relevant Final Terms. For the avoidance of doubt, this may have a positive or a negative value or may be equal to zero (0).

(F) **Reverse Floater Formula:** When the Reverse Floater Formula is specified in the relevant Final Terms, for an issue of Notes having a denomination of at least €100,000, as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will be determined by the Calculation Agent on the Interest Determination Date in accordance with:

- (a) in respect of the Initial Interest Periods, the Fixed Interest or the Floating Interest, as specified in the relevant Final Terms; and
- (b) in respect of the Subsequent Interest Periods, the following formula:

$$\text{Rate of Interest} = \text{Fixed Percentage} - \text{Benchmark Rate Level}$$

Where:

“**Benchmark Rate Level**” means the rate determined in accordance with Condition 6(k) with variables set out in the Final Terms;

“**Fixed Interest**” means the Rate of Interest determined in accordance with Condition 5(b);

“**Fixed Percentage**” means, with respect to an Interest Accrual Period, the percentage for the relevant Interest Accrual Period, as specified in the relevant Final Terms;

“**Floating Interest**” means the Rate of Interest determined in accordance with Condition 5(c)(iii);

“**Initial Interest Periods**” means the Interest Accrual Periods specified as the Initial Interest Periods in the relevant Final Terms;

“**Subsequent Interest Periods**” means the Interest Accrual Periods specified as the Subsequent Interest Periods in the relevant Final Terms.

- (d) **Fixed/Floating Rate Notes:** Notes for which Change of Interest Basis is specified to be Applicable (“**Fixed/Floating Rate Notes**”) will bear interest at a rate:
  - (i) if Issuer Change of Interest Basis is specified to be Applicable in the relevant Final Terms, equal to (A) if the Issuer sends a notice such number of Business Days as specified in the relevant Final Terms prior the Switch Date in accordance with Condition 13 (*Notices*), the Pre Switch Rate on each Interest Determination Date falling prior to the Switch Date and equal to the Post Switch Rate on each Interest Determination Date falling on or after the Switch Date, or (B) if the Issuer does not send a valid notice in accordance with this Condition 5(d) (*Fixed/Floating Rate Notes*), equal to the Pre Switch Rate; or
  - (ii) if Automatic Change of Interest Basis is specified to be Applicable in the relevant Final Terms, (A) equal to the Pre Switch Rate on each Interest Determination Date falling prior to (and excluding) the Switch Date and (B) equal to the Post Switch Rate on each Interest Determination Date falling on or after the Switch Date.

Where:

“**Pre Switch Rate**” means the Rate of Interest determined in accordance with Condition 5(b), as though the Note was a Fixed Rate Note or the Rate of Interest determined in accordance with Condition 5(c), as though the Note was a Floating Rate Note specified as such in the relevant Final Terms

“**Post Switch Rate**” means the Rate of Interest determined in accordance with Condition 5(b), as though the Note was a Fixed Rate Note or the Rate of Interest determined in accordance with Condition 5(c), as though the Note was a Floating Rate Note specified as such in the relevant Final Terms

“**Switch Date**” means the date specified as such in the relevant Final Terms

- (e) **Zero Coupon Notes:** No amount of interest will accrue or become payable on a Note where the Interest Basis of which is specified to be Zero Coupon (a “**Zero Coupon Note**”), provided that, as from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(f)(i)).
- (f) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless (i) in the case of Dematerialised Notes, on such due date or (ii) in the case of Materialised Notes, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue or in the case of Zero Coupon Notes, shall accrue (in each case, before as well as after judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date.
- (g) **Margin, Maximum/Minimum Rates of Interest/Final Redemption Amount/Optional Redemption Amounts and Rounding:**
  - (i) In relation to Floating Rate Notes only, if any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (c) above by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin subject always to the next paragraph.
  - (ii) If any Maximum or Minimum Rate of Interest, Final Redemption Amount or Optional Redemption Amount is specified in the relevant Final Terms, then any Rate of Interest, Final Redemption Amount or Optional Redemption Amount shall be subject to such maximum or minimum, as the case may be. For the avoidance of doubt, the Maximum or Minimum Rate of Interest specified in the relevant Final Terms may be:
    - (x) a Fixed Percentage; or
    - (y) a Variable Rate, as specified in the relevant Final Terms,

where:

“**Benchmark Rate Level**” means the rate determined in accordance with Condition 6(k) with variables set out in the Final Terms;

“**Fixed Percentage**” means, with respect to an Interest Accrual Period, the percentage for the relevant Interest Accrual Period, as specified in the relevant Final Terms;

“**Margin**” means, with respect to an Interest Accrual Period, the percentage or number for the relevant Interest Accrual Period as specified in the relevant Final Terms. For the avoidance of doubt, this may have a positive or a negative value or may be equal to zero (0).

“**Variable Rate**” means a rate determined in accordance with the following formula:

$$\text{Variable Rate} = \text{Benchmark Rate Level} + \text{Margin}$$

The Maximum or Minimum Final Redemption Amount or Optional Redemption Amount will be the amount(s) specified as such in the relevant Final Terms.

- (iii) For the purposes of any calculations required pursuant to these Conditions, (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up). For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country of such currency.
- (h) **Calculations:** The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Note by the Day Count Fraction, unless an Interest Amount is specified in respect of such period, in which case the amount of interest payable in respect of such Note for such period shall equal such Interest Amount). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.
- (i) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts and Optional Redemption Amounts:** The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount or Optional Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount or Optional Redemption Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the holders of Notes, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed and admitted on a Regulated Market and the rules of such Regulated Market so require, such Regulated Market as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(c)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.
- (j) **Calculation Agent:** The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Final Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal Paris office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a

successor having been appointed as aforesaid. So long as the Notes are listed and admitted to trading on any Regulated Market and the rules of, or applicable to, that Regulated Market so require, notice of any change of Calculation Agent shall be given in accordance with Condition 13.

For the purpose of these Conditions, “**outstanding**” means, in relation to the Notes of any Series, all the Notes issued other than (a) those that have been redeemed in accordance with these Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued on such Notes to the date for such redemption and any interest payable after such date) have been duly paid (i) in the case of Dematerialised Notes in bearer dematerialised form and in administered registered dematerialised form, to the relevant Account Holder on behalf of the holder of Notes, (ii) in the case of Dematerialised Notes in fully registered dematerialised form, to the account of the holder of Notes and (iii) in the case of Materialised Notes, to the Fiscal Agent and remain available for payment against presentation and surrender of Bearer Materialised Notes, and/or Coupons, as the case may be, (c) those which have become void or in respect of which claims have become prescribed, (d) those which have been purchased and cancelled as provided in these Conditions, (e) in the case of Materialised Notes (i) those mutilated or defaced Bearer Materialised Notes that have been surrendered in exchange for replacement Bearer Materialised Notes, (ii) (for the purpose only of determining how many such Bearer Materialised Notes are outstanding and without prejudice to their status for any other purpose) those Bearer Materialised Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Bearer Materialised Notes have been issued and (iii) any Temporary Global Certificate to the extent that it shall have been exchanged for one or more definitive Bearer Materialised Notes, pursuant to its provisions.

## 6 Redemption, Purchase and Options

- (a) **Final Redemption:** Unless previously redeemed, purchased and cancelled as provided below, each Note (other than an Inflation Linked Note for which Inflation Linked Note – Inflation Redemption is applicable) shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its Final Redemption Amount.

For the purposes of this Condition 6(a), “**Final Redemption Amount**” means:

- (i) if ‘Redemption at par’ is specified in the relevant Final Terms, 100 per cent. of the nominal amount of the Note;
- (ii) if ‘Variable Zero Coupon Redemption’ is specified in the relevant Final Terms, the Final Redemption Amount determined in accordance with Condition 6(b),

subject in any case, to any maximum or minimum specified in the relevant Final Terms as provided in Condition 5(g).

- (b) **Variable Zero Coupon Redemption:** When Variable Zero Coupon Redemption is specified in the relevant Final Terms, for an issue of Notes having a denomination of at least €100,000, as the manner in which the Final Redemption Amount or the Optional Redemption Amount is to be determined, the Final Redemption Amount or the Optional Redemption Amount, as the case may be, will be determined by the Calculation Agent in accordance with the following formula:

$$\text{Final Redemption Amount or Optional Redemption Amount} = \text{Reference Price} \times \left\{ \prod_{n=1}^N (1 + \text{Rate}_n) \right\} \times \text{nominal amount of the Notes}$$

where:

“**II**” means the multiplication of each of the values which follow in brackets;

“**Benchmark Rate Level<sub>1</sub>**” means the rate determined in accordance with Condition 6(k) with variables set out in the Final Terms;

“**Benchmark Rate Level<sub>2</sub>**” means the rate determined in accordance with Condition 6(k) with variables set out in the Final Terms;

“**Benchmark Rate Level<sub>3</sub>**” means the rate determined in accordance with Condition 6(k) with variables set out in the Final Terms;

“**Benchmark Rate Level<sub>4</sub>**” means the rate determined in accordance with Condition 6(k) with variables set out in the Final Terms;

“**Cap**” means the Fixed Cap or Floating Cap, as specified in the relevant Final Terms, which designates the maximum rate which can apply to the relevant calculation;

“**Fixed Cap**” means, with respect to a Redemption Calculation Period, the percentage for the relevant Redemption Calculation Period as specified in the relevant Final Terms;

“**Fixed Floor**” means, with respect to a Redemption Calculation Period, the percentage for the relevant Redemption Calculation Period as specified in the relevant Final Terms;

“**Fixed Percentage<sub>1</sub>**” means, with respect to a Redemption Calculation Period, the percentage for the relevant Redemption Calculation Period as specified in the relevant Final Terms;

“**Fixed Percentage<sub>2</sub>**” means, with respect to a Redemption Calculation Period, the percentage for the relevant Redemption Calculation Period as specified in the relevant Final Terms;

“**Floating Cap**” means the rate determined in accordance with the following formula:

$$\text{Floating Cap} = \text{Benchmark Rate Level}_3 + \text{Margin}_2$$

“**Floating Floor**” means the rate determined in accordance with the following formula:

$$\text{Floating Floor} = \text{Benchmark Rate Level}_4 + \text{Margin}_3$$

“**Floating Redemption Percentage**” means, subject to any Cap or Floor, the rate determined in accordance with the following formula:

$$\text{Floating Redemption Percentage} = \text{Benchmark Rate Level}_1 + \text{Margin}_1$$

“**Floor**” means the Fixed Floor or Floating Floor, as specified in the relevant Final Terms, which designates the minimum rate which can apply to the relevant calculation;

“**Margin<sub>1</sub>**” means, with respect to a Redemption Calculation Period, the percentage or number for the relevant Redemption Calculation Period as specified in the relevant Final Terms. For the avoidance of doubt, this may have a positive or a negative value or may be equal to zero (0).

“**Margin<sub>2</sub>**” means, with respect to a Redemption Calculation Period, the percentage or number for the relevant Redemption Calculation Period as specified in the relevant Final Terms. For the avoidance of doubt, this may have a positive or a negative value or may be equal to zero (0).

“**Margin<sub>3</sub>**” means, with respect to a Redemption Calculation Period, the percentage or number for the relevant Redemption Calculation Period as specified in the relevant Final Terms. For the avoidance of doubt, this may have a positive or a negative value or may be equal to zero (0).

“**N**” means the number of Redemption Calculation Periods from the Reference Date to the Maturity Date or the Optional Redemption Date, as the case may be;

“**Optional Redemption Date**” means each date (if any) specified as such in the relevant Final Terms;

“**Rate<sub>n</sub>**” means, with respect to a Redemption Calculation Period, the Fixed Percentage<sub>1</sub>, Floating Redemption Percentage or Reverse Floater Redemption Percentage for the relevant Redemption Calculation Period, as specified in the relevant Final Terms;

“**Redemption Calculation Date**” means each date specified as such in the relevant Final Terms, and each such date shall be deemed to be an ‘Observation Date’ for the purposes of Condition 6(k);

“**Redemption Calculation Period**” means the period beginning on (and including) the Reference Date and ending on (but excluding) the first Redemption Calculation Date and each successive period

beginning on (and including) a Redemption Calculation Date and ending on (but excluding) the next succeeding Redemption Calculation Date, provided that for the purposes of determining the Optional Redemption Amount, the last Redemption Calculation Date shall be the date falling such number of Business Days (as specified in the relevant Final Terms) prior to the Optional Redemption Date;

“**Reference Date**” means the Issue Date or such other date falling prior to the Issue Date and specified as such in the relevant Final Terms;

“**Reference Price**” means the percentage specified as such in the relevant Final Terms;

“**Reverse Floater Redemption Percentage**” means, subject to any Cap or Floor, the rate determined in accordance with the following formula:

$$\text{Reverse Floater Redemption Percentage} = \text{Fixed Percentage}_2 - \text{Benchmark Rate Level}_2$$

- (c) **Redemption at the Option of the Issuer and Partial Redemption:** If a Call Option is specified in the relevant Final Terms (a “**Call Option**”), the Issuer may, on giving not less than five (5) nor more than 30 days’ irrevocable notice in accordance with Condition 13 to the holders of Notes (or such other notice period as may be specified in the relevant Final Terms) redeem, all or, if so provided, some, of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption, if any.

For the purposes of Condition 6, “**Optional Redemption Amount**” means:

- (i) if ‘Redemption at par’ is specified in the relevant Final Terms, 100 per cent. of the nominal amount of the Note;
- (ii) if ‘Zero Coupon Redemption’ is specified in the relevant Final Terms, the Optional Redemption Amount determined in accordance with Condition 6(f)(i),
- (iii) if ‘Variable Zero Coupon Redemption’ is specified in the relevant Final Terms, the Optional Redemption Amount determined in accordance with Condition 6(b),
- (iv) if ‘Inflation Linked Notes – Inflation Redemption’ is specified in the relevant Final Terms, the Optional Redemption Amount determined in accordance with Condition 6(f)(ii),

subject in any case, to any maximum or minimum specified in the relevant Final Terms as provided in Condition 5(g).

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption of Materialised Notes, the notice to holders of such Materialised Notes shall also contain the numbers of the Definitive Materialised Notes to be redeemed which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange requirements of the Regulated Market on which the Notes are listed and admitted to trading.

In the case of a partial redemption of Dematerialised Notes, the redemption may be effected, at the option of the Issuer, either (i) by reducing the nominal amount of all such Dematerialised Notes in a Series in proportion to the aggregate nominal amount redeemed or (ii) by redeeming in full some only of such Dematerialised Notes and, in such latter case, the choice between those Dematerialised Notes that will be fully redeemed and those Dematerialised Notes of any Series that will not be redeemed shall be made in accordance with Article R. 213-16 of the French *Code monétaire et financier* and the provisions of the relevant Final Terms, subject to compliance with any other applicable laws and stock exchange requirements of the Regulated Market on which the Notes are listed and admitted to trading.

So long as the Notes are listed and admitted to trading on Euronext Paris and the rules applicable to that Stock Exchange so require, the Issuer shall, once in each year in which there has been a partial redemption of the Notes, cause to be published in a leading newspaper of general circulation in the city

where the Regulated Market on which such Notes are listed and admitted to trading is located, which in the case of Euronext Paris is expected to be *Les Echos*, a notice specifying the aggregate nominal amount of Notes outstanding and, in the case of Materialised Notes a list of any Materialised Notes, drawn for redemption but not surrendered.

- (d) **Redemption at the Option of Noteholders and Exercise of Noteholders' Options:** If Put Option is specified in the relevant Final Terms (a “**Put Option**”), the Issuer shall, at the option of any Noteholder, upon the Noteholder giving not less than 10 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified in the relevant Final Terms) (the “**Notice Period**”) redeem all or, if so provided in the Put Option Notice, some of the Notes on any Optional Redemption Date(s) at their Optional Redemption Amounts (as defined in Condition 6(c)) together with interest accrued to the date fixed for redemption.

To exercise such option the holder must deposit with the Paris Paying Agent at its specified office, and whichever of Euroclear, Clearstream, Luxembourg, or, in the case of Notes held through Euroclear France, the relevant Account Holder who holds the Notes in respect of which the Put Option is being exercised, with a copy to the Fiscal Agent, a duly completed option exercise notice (“**Put Option Notice**”) in the form obtainable from any Paying Agent within the Notice Period. In the case of Materialised Notes, the Put Option Notice shall have attached to it the relevant Notes (together with all unmatured Coupons and unexchanged Talons). In the case of Dematerialised Notes, the Noteholder shall transfer, or cause to be transferred, the Dematerialised Notes to be redeemed to the account of the Fiscal Agent or the Paying Agent with a specified office in Paris as specified in the Put Option Notice. No option so exercised and, where applicable, no Note so deposited or transferred, may be withdrawn without the prior consent of the Issuer.

- (e) **Final Redemption of Inflation Linked Notes:** If Inflation Linked Notes is specified in the relevant Final Terms, the Final Redemption Amount in respect of Inflation Linked Notes will (i) if Inflation Linked Notes – Redemption at par is applicable, be calculated in accordance with Condition 6(a), or (ii) if Inflation Linked Notes – Inflation Redemption is applicable, be determined by the Calculation Agent in accordance with the following formula:

Final Redemption Amount = IIR x nominal amount of the Notes

If the Final Redemption Amount calculated as set out above is below par, the Notes will be redeemed at par.

For the purpose of this Condition 6(e) only, “**IIR**” means the ratio determined on the date falling such number of Business Days (as specified in the relevant Final Terms) before the Maturity Date between (i) if the CPI is specified as the Index applicable in the Final Terms, the CPI Daily Inflation Reference Index (as defined in Condition 5(c)(iv)(A)) on the Maturity Date and the Base Reference on the date specified in the relevant Final Terms or (ii) if the HICP is specified as the Index applicable in the Final Terms, the HICP Daily Inflation Reference Index (as defined in Condition 5(c)(iv)(B)) on the Maturity Date and the Base Reference on the date specified in the relevant Final Terms.

- (f) **Optional Redemption:**

- (i) **Zero Coupon Notes:**

(A) The Optional Redemption Amount payable in respect of any Zero Coupon Note (other than a Zero Coupon Note in respect of which Variable Zero Coupon Redemption is specified to apply in the relevant Final Terms) shall be the Amortised Nominal Amount (calculated as provided below) of such Note.

(B) Subject to the provisions of sub-paragraph (C) below, the “**Amortised Nominal Amount**” of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted back to the due date for payment at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which shall be such rate as would produce an Amortised Nominal Amount equal to the issue price of

the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

- (C) If the Optional Redemption Amount payable in respect of any such Note is not paid when due, the Optional Redemption Amount due and payable in respect of such Note shall be the Amortised Nominal Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the reference therein to the “due date for payment” was replaced by a reference to the Relevant Date. The calculation of the Amortised Nominal Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(e).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction as provided in the relevant Final Terms.

(ii) **Inflation Linked Notes:**

- (A) If the relevant Final Terms provides that Condition 6(f)(ii) shall apply in respect of Inflation Linked Notes, the Optional Redemption Amount of such Notes in respect of such Notes, as the case may be, will be determined by the Calculation Agent on the following basis:

“**Optional Redemption Amount**” = IIR x nominal amount of the Notes

For the purpose of this Condition only, “**IIR**” means the ratio determined on the fifth Business Day before the date set for redemption between (i) if the CPI is specified as the Index applicable in the Final Terms, the CPI Daily Inflation Reference Index (as defined in Condition 5(c)(iv)(A)) on the date set for redemption and the Base Reference specified in the relevant Final Terms or (ii) if the HICP is specified as the Index applicable in the Final Terms, the HICP Daily Inflation Reference Index (as defined in Condition 5(c)(iv)(B)) on the date set for redemption and the Base Reference specified in the relevant Final Terms.

If the Optional Redemption Amount calculated as set out above is below par, the Notes will be redeemed at par.

- (B) If the Inflation Linked Notes (whether or not Condition 6(f)(ii) applies) fall to be redeemed for whatever reason before the Maturity Date, the Issuer will pay the Optional Redemption Amount together with interest accrued to the date set for redemption. Such accrued interest will be calculated by the Calculation Agent in respect of the period from, and including the immediately preceding Interest Payment Date or, as the case may be, the Interest Commencement Date to, but excluding, the date set for redemption of such Notes at a rate per annum on the basis of the provisions of Condition 5(c)(iv) above except that, for such purposes the relevant Interest Determination Date shall be the fifth Business Day prior to the relevant Optional Redemption Date.
- (g) **No Redemption for Taxation Reasons:** If French law should require that payments of principal or interest in respect of any Note be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, such Notes may not be redeemed early.
- (h) **Purchases:** The Issuer shall have the right at all times to purchase Notes (provided that, in the case of Materialised Notes, all unmaturing Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price, in accordance with applicable laws and regulations. Unless the possibility of holding and reselling is expressly excluded in the Final Terms, all Notes so purchased by the Issuer may be held and resold for the purpose of enhancing the liquidity of the Notes in accordance with Articles L.213-1 A and D.213-1 A of the French *Code monétaire et financier*.



- (i) **Cancellation:** All Notes purchased for cancellation by or on behalf of the Issuer will forthwith be cancelled, in the case of Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised Notes, by surrendering the Definitive Materialised Notes in question together with all unmatured Coupons and all unexchanged Talons to the Fiscal Agent and, in each case, if so transferred or surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with, in the case of Dematerialised Notes, all rights relating to payment of interest and other amounts relating to such Dematerialised Notes and, in the case of Materialised Notes, all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so cancelled or, where applicable, transferred or surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.
- (j) **Subscription and use as collateral:** Notwithstanding this Condition 6, the Issuer may, pursuant to Article L.515-32-1 of the French *Code monétaire et financier*, subscribe its own Notes for the sole purpose of pledging them as collateral for the credit operations of the *Banque de France* in accordance with the procedures and conditions laid out by it for its monetary policy and intraday credit operations, in instances where the Issuer is unable to meet its cash-flow needs with other means available to it.
- (k) **Benchmark Rate:** Each Benchmark Rate Level shall be determined in the manner specified in the relevant Final Terms and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified to apply in the relevant Final Terms.

(A) ISDA Determination

Where ISDA Determination is specified in the relevant Final Terms as the manner in which the Benchmark Rate Level is to be determined in respect of a Benchmark Rate on any Observation Date, such Benchmark Rate shall be the rate determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this Condition 6(k)(A), “**ISDA Rate**” means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (a) the Floating Rate Option is as specified in the relevant Final Terms
- (b) the Designated Maturity is a period specified in the relevant Final Terms and
- (c) the relevant Reset Date is the first day of that Interest Accrual Period or such other date as specified in the relevant Final Terms.

For the purposes of this Condition 6[(k)(A)], “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**” and “**Swap Transaction**” have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination

- (a) where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Benchmark Rate Level is to be determined in respect of a Benchmark Rate on any date of determination, such Benchmark Rate shall, subject as provided below, be either:
- (i) the offered quotation; or
- (ii) the arithmetic mean (rounded if necessary in accordance with Condition 5(g)) of the offered quotations,

(expressed as a percentage rate per annum) for the Benchmark Rate which appears or appear, as the case may be, on the Relevant Screen Page at the Relevant Screen Page Time on the relevant date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest

(or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations;

- (b) if the Relevant Screen Page is not available or, if sub-paragraph (a)(i) applies and no such offered quotation appears on the Relevant Screen Page or, if sub-paragraph (a)(ii) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, subject as provided below, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Benchmark Rate at the Relevant Screen Page Time on the relevant date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Benchmark Rate Level for the relevant date shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and
- (c) if on any Observation Date one only or none of the Reference Banks are providing offered quotations, subject as provided below, the Benchmark Rate Level shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at the Relevant Screen Page Time, deposits in the Specified Currency for a period equal to that which would have been used for the Benchmark Rate by leading banks in the Relevant Inter-Bank Market, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Benchmark Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Benchmark Rate, at which, at the Relevant Screen Page Time, on the relevant relevant date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in the Relevant Inter-Bank Market, provided that, if the Benchmark Rate Level cannot be determined in accordance with the foregoing provisions of this paragraph, the Benchmark Rate Level shall be determined as at the last preceding date of determination.

Where:

“**Benchmark Rates**” and “**Benchmark Rate**” means each of the rates or the rate specified as such in the relevant Final Terms;

“**Benchmark Rate Level**” means, in respect of a Benchmark Rate and any date of determination, the rate determined for such Benchmark Rate in accordance with this Condition in respect of such date of determination;

“**ISDA Definitions**” means the 2006 ISDA Definitions, as amended and supplemented and published by the International Swaps and Derivatives Association, Inc. (or as otherwise specified in the relevant Final Terms);

“**Observation Date**” means each date specified as an Observation Date in the relevant Final Terms or otherwise deemed to be an Observation Date in accordance with the Terms and Conditions;

“**Reference Banks**” means, in the case of a determination of LIBOR, the principal London office of four (4) major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four (4) major banks in the Euro-zone inter-bank market, in each case selected by the Principal Paying Agent or as specified in the relevant Final Terms;

“**Relevant Inter-Bank Market**” means the London inter-bank market in the case of LIBOR, or EURO-zone inter-bank market in the case of EURIBOR or such other inter-bank market specified as such in the relevant Final Terms;

“**Relevant Screen Page**” means the screen page specified as such in the relevant Final Terms;

“**Relevant Screen Page Time**” means 11:00 a.m. (London time, in the case of LIBOR, or Brussels time in the case of EURIBOR) or such other time specified as such in the relevant Final Terms; and

“**Specified Currency**” means the currency specified as such in the relevant Final Terms.

## 7 Payments and Talons

- (a) **Dematerialised Notes:** Payments of principal and interest in respect of Dematerialised Notes shall (in the case of Dematerialised Notes in bearer dematerialised form or administered registered dematerialised form) be made by transfer to the account denominated in the relevant currency of the relevant Account Holders for the benefit of the holders of Notes and, (in the case of Dematerialised Notes in fully registered dematerialised form), to an account denominated in the relevant currency with a Bank designated by the relevant holder of Notes. All payments validly made to such Account Holders will be an effective discharge of the Issuer in respect of such payments.
- (b) **Materialised Notes:** Payments of principal and interest in respect of Materialised Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Materialised Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f)(v)) or Coupons (in the case of interest, save as specified in Condition 7(f)(v)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with a Bank.
- (c) **Payments in the United States:** Notwithstanding the foregoing, if any Materialised Notes are denominated in U.S. Dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.
- (d) **Payments Subject to Fiscal Laws:** All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives in any jurisdiction, but without prejudice to the provisions of Condition 8 and (ii) any withholding or deduction 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, official interpretations thereof, or law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) **Appointment of Agents:** The Fiscal Agent, the Paying Agents, the Calculation Agent, the Redenomination Agent, the Consolidation Agent and the Registration Agent initially appointed by the Issuer and their respective specified offices are listed at the end of the Base Prospectus relating to the Programme of the Notes of the Issuer. The Fiscal Agent, the Paying Agents, the Redenomination Agent, the Consolidation Agent and the Registration Agent act solely as agents of the Issuer and the Calculation Agent(s) act(s) as independent experts(s) and, in each case such, do not assume any obligation or relationship of agency for any holder of Note or Coupon. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Redenomination Agent, the Consolidation Agent and the Registration Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents, provided that the Issuer shall at all times maintain (i)

a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) a Redenomination Agent and a Consolidation Agent where the Conditions so require, (iv) Paying Agents having specified offices in at least two major European cities (including Paris so long as the Notes are listed and admitted to trading on Euronext Paris) (v), in the case of Dematerialised Notes in fully registered form, a Registration Agent, (vi) a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to any law implementing the European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced to conform to, such Directive, and (vii) such other agents as may be required by the rules applicable to any other stock exchange on which the Notes may be listed.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Materialised Notes denominated in U.S. Dollars in the circumstances described in paragraph (c) above.

On a redenomination of the Notes of any Series pursuant to Condition 1(d) with a view to consolidating such Notes with one or more other Series of Notes, in accordance with Condition 12, the Issuer shall ensure that the same entity shall be appointed as both Redenomination Agent and Consolidation Agent in respect of both such Notes and such other Series of Notes to be so consolidated with such Notes.

Notice of any such change or any change of any specified office shall promptly be given to the holders of Notes in accordance with Condition 13.

(f) **Unmatured Coupons and unexchanged Talons:**

- (i) Upon the due date for redemption of Materialised Notes which comprise Fixed Rate Notes should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Amortised Nominal Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9).
- (ii) Upon the due date for redemption of any Materialised Note comprising a Floating Rate Note, unexpired Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Materialised Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Where any Materialised Note that provides that the relative unexpired Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unexpired Coupons, and where any Materialised Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (v) If the due date for redemption of any Materialised Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant definitive Materialised Note. Interest accrued on a Materialised Note that only bears interest after its Maturity Date shall be payable on

redemption of such Materialised Note against presentation (and surrender if appropriate) of the relevant definitive Materialised Note.

- (g) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Materialised Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).
- (h) **Business Days for payment:** If any date for payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day, nor to any interest or other sum in respect of such postponed payment. In this paragraph, “**business day**” means a day (other than a Saturday or a Sunday) (A) (i) in the case of Dematerialised Notes, on which Euroclear France is open for business or (ii) in the case of Materialised Notes, on which banks and foreign exchange markets are open for business in the relevant place of presentation, (B) in such jurisdictions as shall be specified as “**Financial Centres**” in the relevant Final Terms and (C) (i) in the case of a payment in a currency other than Euro, where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or (ii) in the case of a payment in Euro, which is a TARGET Business Day.
- (i) **Bank:** For the purpose of this Condition 7, “**Bank**” means a bank in the principal financial centre of the relevant currency or, in the case of Euro, in a city in which banks have access to the TARGET System.

## 8 Taxation

- (a) **Tax exemption:** All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes 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, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.
- (b) **No Additional Amounts:** If French law should require that payments of principal or interest in respect of any Note, or any Receipt or Coupon relating thereto, be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, the Issuer will not be required to pay any additional amounts.
- (c) **Supply of Information:** Each Noteholder shall be responsible for supplying to the Paying Agent, in a timely manner, any information as may be required in a timely manner in order to comply with the identification and reporting obligations imposed on it by the European Council Directive 2003/48/EC or any other European Directive implementing the conclusions of the ECOFIN Council Meeting dated 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to such Directive.

## 9 Prescription

Claims against the Issuer for payment in respect of the Notes and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or 5 years (in the case of interest) from the appropriate Relevant Date in respect of them.

## 10 Representation of holders of Notes

### (a) In respect of the representation of the holders of Notes, the following shall apply:

- (i) If the Notes are issued in France, relevant Final Terms will specify that “*Full Masse*” is applicable and the holders of Notes will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a *Masse* and the provisions of the French *Code de*

*Commerce* relating to the *Masse* shall apply subject to the below provisions of this Condition 10(a)(i).

The names and addresses of the initial Representative of the *Masse* and its alternate will be set out in the relevant Final Terms. The Representative appointed in respect of the first Tranche of any Series of Notes will be the representative of the single *Masse* of all Tranches in such Series.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the relevant Final Terms.

In the event of death, retirement or revocation of appointment of the Representative, such Representative will be replaced by another Representative. In the event of the death, retirement or revocation of appointment of the alternate Representative, an alternate will be elected by the general meeting of the holders of Notes (the “**General Meeting**”).

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

The place where of a General Meeting shall be held will be set out in the notice convening such General Meeting; or

- (ii) If the Notes are issued outside France for the purpose of Article L.228-90 of the French *Code de Commerce*, the relevant Final Terms will specify that “Contractual *Masse*” is applicable and the holders of Notes will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a *masse* (in each case, the “*Masse*”) which will be subject to the below provisions of this Condition 10(a)(ii).

The *Masse* will be governed by the provisions of the French *Code de commerce* with the exception of Articles L. 228-47, L. 228-48, L. 228-59, R. 228-63, R. 228-67, R. 228-69 and R. 228-76 subject to the following provisions:

**(A) Legal Personality**

The *Masse* will be a separate legal entity and will act in part through one or two representatives (each a “**Representative**”) and in part through a general meeting of the holders of Notes (the “**General Meeting**”).

The *Masse* alone, to the exclusion of all individual holders of Notes, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the Notes.

**(B) Representatives**

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

- the Issuer, the members of its Board of Directors (*conseil d'administration*), its statutory auditors, its employees and their ascendants, descendants and spouses; or
- 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, Executive Board or Supervisory Board, their statutory auditors, employees and their ascendants, descendants and spouses; or
- 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 names and addresses of the initial Representatives and their alternates will be set out in the Final Terms.

The remuneration of each Representative, and date(s) of payment thereof, will be set out in the relevant Final Terms.

In the event of death, retirement or revocation of appointment of one or both Representatives, such Representative(s) will be replaced by one or both Representatives, as the case may be. In the event of the death, retirement or revocation of appointment of one or both alternate Representatives, an alternate will be elected by the General Meeting.

All interested parties will at all times have the right to obtain the names and addresses of the initial Representative and the alternate Representative at the head office of the Issuer and the specified offices of any of the Paying Agents.

### **(C) Powers of Representative**

The Representatives, acting jointly or separately, shall, in the absence of any decision to the contrary of the General Meeting and except as provided by paragraph 1 of Article L. 515-31 of the French *Code monétaire et financier*, have the power to take all acts of management necessary in order to defend the common interests of the holders of Notes.

All legal proceedings against the holders of Notes or initiated by them, must be brought by or against the Representatives; except that, should judicial reorganisation or liquidation (*redressement judiciaire* or *liquidation judiciaire*) proceedings be commenced against the Issuer, the specific controller would file the proof of debt of all creditors (including the holders of Notes) of the Issuer benefiting from the *Privilège*.

The Representatives may not be involved 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 Representatives. One or more holders of Notes, holding together at least one-thirtieth of the principal amount of the Notes outstanding, may address to the Issuer and the Representatives a demand for convocation of the General Meeting. If such General Meeting has not been convened within two months after such demand, the holders of Notes 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, hour, place and agenda of any General Meeting will be published as provided under Condition 13.

Each holder of a Note has the right to participate in a General Meeting in person, by proxy, correspondence or, if the *statuts* of the Issuer so specify<sup>1</sup>, videoconference or any other means of telecommunication allowing the identification of the participating Noteholders. Each Note carries the right to one vote or, in the case of Notes issued with more than one Specified Denomination, one vote in respect of each multiple of the lowest Specified Denomination comprised in the principal amount of the Specified Denomination of such Note.

In accordance with Article R. 228-71 of the French *Code de commerce*, the rights of each holder of a Note to participate in a General Meeting must be evidenced by entries in the books of the relevant Account Holder of the name of such holder of a Note on the third business day in Paris preceding the date set for the relevant General Meeting at 0.00, Paris time.

<sup>1</sup> At the date of this Base Prospectus, the *statuts* of the Issuer do not contemplate the right for a holder of a Note to participate in a General Meeting by videoconference or any other means of telecommunication allowing the identification of the participating Noteholders.

## **(E) Powers of the General Meetings**

The General Meeting is empowered to deliberate on the dismissal and replacement of the Representatives and the alternate Representatives 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 Notes, including authorising the Representatives 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*) by holders of Notes, nor establish any unequal treatment between the holders of Notes nor decide to convert Notes into shares.

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

Decisions of General Meetings must be published in accordance with the provisions set forth in Condition 13.

### **(b) Information to holders of Notes**

Each holder of a Note or representative thereof will have the right, as from the date specified in the notice of the General Meeting, during the 15-day period preceding the holding of each General Meeting, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the General Meeting, all of which will be available for inspection by the relevant holders of Notes 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.

### **(c) Expenses**

The Issuer will pay all expenses relating to the operation of the *Masse* (including those incurred by the Representatives in the proper performance of their functions and duties), and those relating to the calling and holding of General Meetings and, more generally, all administrative expenses resolved upon by the General Meeting, it being expressly stipulated that no expenses may be imputed against interest payable on the Notes.

### **(d) Single Masse**

The holders of Notes of the same Series, and the holders of Notes of any other Series which have been assimilated with the Notes of such first mentioned Series in accordance with Condition 12, shall, for the defence of their respective common interests, be grouped in a single *Masse*. The Representatives appointed in respect of the first Tranche of any Series of Notes will be the Representatives of the single *Masse* of all Tranches in such Series.

For the avoidance of doubt, in this Condition 10, the term “**outstanding**” shall not include those Notes subscribed or purchased by the Issuer pursuant to, respectively, Articles L.515-32-1 and L.213-1 A of the French *Code monétaire et financier* that are held by it and not cancelled.

## **11 Replacement of Definitive Materialised Notes, Coupons and Talons**

If, in the case of any Materialised Notes, a definitive Materialised Note, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and regulations of the Regulated Market on which the Notes are listed and admitted to trading, at the specified office of the Fiscal Agent or such other Paying Agent as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to holders of Notes, in each case on payment by the claimant of the fees



and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed definitive Materialised Note, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Definitive Materialised Notes, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Materialised Notes, Coupons or Talons must be surrendered before replacements will be issued.

## 12 Further Issues and Consolidation

- (a) **Further Issues:** The Issuer may from time to time without the consent of the holders of Notes or Coupons create and issue further Notes to be assimilated (*assimilées*) with the Notes provided such Notes and the further Notes carry rights identical in all respects (or in all respects save for the principal amount thereof and the first payment of interest specified in the relevant Final Terms) and that the terms of such Notes provide for such assimilation and references in these Conditions to “Notes” shall be construed accordingly.
- (b) **Consolidation:** The Issuer may from time to time on any Interest Payment Date occurring on or after the Redenomination Date on giving not less than 30 days’ prior notice to the holders of Notes in accordance with Condition 13, without the consent of the holders of Notes or Coupons, consolidate the Notes of one Series denominated in Euro with the Notes of one or more other Series issued by it, whether or not originally issued in one of the European national currencies or in Euro, provided such other Notes have been redenominated in Euro (if not originally denominated in Euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Notes.

## 13 Notices

- (a) Notices to the holders of Dematerialised Notes in registered form (*au nominatif*) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing, or (ii) at the option of the Issuer, they are published (a) so long as such Notes are listed and admitted to trading on Euronext Paris, in a leading daily newspaper of general circulation in France (which is expected to be *Les Echos*) or (b) they are published in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or (c) they are published following Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the French *Autorité des marchés financiers* (the “AMF”) or so long as such Notes are listed and admitted to trading on any Regulated Market in a leading daily newspaper with general circulation in the city where the Regulated Market on which such Notes are listed and admitted to trading is located, if the rules of such Regulated Market so require or (d) so long as the Notes are listed and admitted to trading on the Luxembourg Stock Exchange's Regulated Market, notices may also be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).
- (b) Notices to the holders of Materialised Notes and Dematerialised Notes in bearer form (*au porteur*) shall be valid if published (i) so long as such Notes are listed and admitted to trading on Euronext Paris, in a leading daily newspaper of general circulation in France (which is expected to be *Les Echos*) or (ii) at the option of the Issuer, in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or (iii) they are published following Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the AMF or so long as such Notes are listed and admitted to trading on any Regulated Market in a leading daily newspaper with general circulation in the city where the Regulated Market on which such Notes are listed and admitted to trading is located, if the rules of such Regulated Market so require or (iv) so long as the Notes are listed and admitted to trading on the Luxembourg Stock Exchange's Regulated Market, notices may also be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).
- (c) If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed

to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Holders of coupons shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Materialised Notes in accordance with this Condition.

- (d) Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream, Luxembourg and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication as required by Conditions 13(a), (b), (c) above; except that (i) (a) so long as such Notes are listed and admitted to trading on Euronext Paris in a leading daily newspaper of general circulation in France (which is expected to be *Les Echos*) or (b) following Articles 221-3 and 221-4 of the General Regulations (*Réglement Général*) of the AMF or (c) so long as such Notes are listed and admitted to trading on any Regulated Market and the rules applicable to that Regulated Market so require, notices shall be published in a leading daily newspaper with general circulation in the city Regulated Market on which such Notes are listed and admitted to trading is located, or (d) so long as the Notes are listed and admitted to trading on the Luxembourg Stock Exchange's Regulated Market, notices may also be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and (ii) notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 10 shall also be published (a) so long as such Notes are listed and admitted to trading on the Euronext Paris and the rules of such Stock Exchange so permit, on the website of the AMF in France or (b) in a leading daily newspaper of general circulation in Europe.

#### 14 Method of Publication of the Final Terms

The Base Prospectus (including any document incorporated by reference), the supplement(s) to the Base Prospectus, as the case may be, and the Final Terms related to Notes listed and admitted to trading and/or offered to the public will be published on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)). Copies of these documents may be obtained from Compagnie de Financement Foncier 4, Quai de Bercy, 94224 Charenton, France, and, in respect of the Base Prospectus (including any document incorporated by reference) and the supplement(s) to the Base Prospectus, such documents will be available on the website of the Issuer ([www.foncier.fr](http://www.foncier.fr)).

In relation to the Notes admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and/or offered to the public in Luxembourg, the Final Terms will be published, without prejudice of any provisions of the Prospectus Directive, upon each relevant issue, in a manner complying with Article 14 of the Prospectus Directive in an electronic form on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

Each time the Notes are admitted to trading on Euronext Paris, the Notes are also admitted to trading on the Regulated Market of the Luxembourg Stock Exchange. As a consequence, the Final Terms will be available in electronic form on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

In addition, should the Notes be listed and admitted to trading on a Regulated Market other than Euronext Paris and the Regulated Market of the Luxembourg Stock Exchange, the Final Terms relating to those Notes will provide whether this Base Prospectus (including any document incorporated by reference), the supplement(s) to the Base Prospectus, as the case may be, and the relevant Final Terms will be published on the website of (x) such Regulated Market or/and (y) the competent authority of the Member State in the EEA where such Regulated Market is situated.

#### 15 Governing Law and Jurisdiction

- (a) **Governing Law:** The Notes, the Coupons and the Talons and all non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, French law.
- (b) **Jurisdiction:** Any claim against the Issuer in connection with any Notes, Coupons or Talons may be brought before any competent court in Paris.

## **TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALIZED NOTES**

### **Temporary Global Certificates**

A Temporary Global Certificate without interest coupons, will initially be issued in connection with Materialised Notes. Upon the initial deposit of such Temporary Global Certificate with a common depository for Euroclear and Clearstream, Luxembourg (the “**Common Depository**”), Euroclear or Clearstream, Luxembourg will credit the accounts of each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

The Common Depository may also credit with a nominal amount of Notes the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, a nominal amount of Notes that is initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

### **Exchange**

Each Temporary Global Certificate issued in respect of Materialised Notes will be exchangeable, free of charge to the holder, on or after its Exchange Date (as defined below):

- if the relevant Final Terms indicates that such Temporary Global Certificate is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable, in whole, but not in part, for the Definitive Materialised Notes and
- otherwise, in whole but not in part, upon certification as to non-U.S. beneficial ownership (a form of which shall be available at the specified offices of any of the Paying Agents) for Definitive Materialised Notes.

### **Delivery of Definitive Materialised Notes**

On or after its Exchange Date, the holder of a Temporary Global Certificate may surrender such Temporary Global Certificate to or to the order of the Fiscal Agent. In exchange for any Temporary Global Certificate, the Issuer will deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Materialised Notes. In this Base Prospectus, “**Definitive Materialised Notes**” means, in relation to any Temporary Global Certificate, the Definitive Materialised Notes for which such Temporary Global Certificate may be exchanged (if appropriate, having attached to them all Coupons that have not already been paid on the Temporary Global Certificate and a Talon). Definitive Materialised Notes will be security printed in accordance with any applicable legal and requirements of the Regulated Market. Forms of such Definitive Materialised Notes shall be available at the specified offices of any of the Paying Agents set out in the Schedules to the Amended and Restated Agency Agreement.

### **Exchange Date**

“**Exchange Date**” means, in relation to a Temporary Global Certificate in respect of any Materialised Notes, the day falling after the expiry of 40 days after its issue date, provided that in the event any further Materialised Notes which are to be assimilated with such first mentioned Materialised Notes are issued prior to such day pursuant to Condition 12(a), the Exchange Date may, at the option of the Issuer, be postponed to the day falling after the expiry of 40 days after the issue date of such further Materialised Notes.

## **USE OF PROCEEDS**

The net proceeds of the issue of the Notes will be used for the Issuer's general corporate purposes.

## **SUMMARY OF THE LEGISLATION AND REGULATIONS RELATING TO *SOCIÉTÉS DE CRÉDIT FONCIER***

### ***Entities entitled to issue Obligations Foncières***

Prior to the introduction of French law no. 99-532 of 25 June 1999 governing savings and financial security (the “Law”), now integrated into the French *Code monétaire et financier* (the “Code”), only Crédit Foncier de France and Crédit Communal d’Alsace-Lorraine were entitled to issue *obligations foncières*. The Law created a whole new category of credit institutions (*sociétés de crédit foncier*) the exclusive purpose of which is to grant or acquire secured loans from the proceeds of the issue of *obligations foncières* as well as other forms of notes or borrowings.

Article L. 515-13 of the Code provides that the sole purpose of *sociétés de crédit foncier* is to grant or acquire guaranteed loans, exposures to public bodies and the securities referred to in Articles L. 515-14 to L. 515-17 of the Code.

In order to finance such categories of loans, securities or exposures, *sociétés de crédit foncier* issue *obligations foncières* which benefit from a *privilège* as described in Article L. 515-19, and to acquire other resources having an issuing contract or subscription which refers to that *privilège*.

*Sociétés de crédit foncier* may also provide financing for the activities referred to above through the issue of bonds or resources which do not benefit from the *privilège*.

Holders of *obligations foncières* or of these other borrowings benefit from a *privilège* (priority right of payment) on all the assets and revenues of the *sociétés de crédit foncier* and are allowed to operate in a bankruptcy remote environment.

*Sociétés de crédit foncier* may grant or acquire either mortgage-backed loans or loans to states or state-owned entities (regional and local authorities) and issue *obligations foncières* (or incur other forms of borrowings) in order to finance these loans.

The Code allows *sociétés de crédit foncier* to issue ordinary bonds or raise funds which do not benefit from the *privilège*.

Pursuant to Article L. 515-13 of the Code, *sociétés de crédit foncier* may not hold shares in other companies.

### ***Eligible receivables***

The mortgage-backed loans include loans which are secured by a first-ranking mortgage. Other types of charges and security interest also qualify under certain conditions provided in particular they are at least equivalent to a first-ranking mortgage such as a guarantee given by a credit institution or an insurance company that does not belong to the same group as the relevant *société de crédit foncier*. The property must be located in France, in the European Economic Area (the “EEA”), in a Member State of the European Community (“EC”) or in a State benefiting from the best credit rating given by a rating agency recognised by the French *Autorité de contrôle prudentiel* (formerly known as *Commission Bancaire*) as provided in Article L. 511-44 of the Code. Article R. 515-2 of the Code provides, *inter alia*, that the mortgage-backed loans cannot exceed a threshold of 60 per cent. of the property’s value, except under certain conditions.

The other eligible receivables comprise, *inter alia*, loans granted to, or bonds issued by, state or state-owned entities located within the EEA, in a Member State of the EC or in a State benefiting from the best credit rating given by a rating agency recognised by the French *Autorité de contrôle prudentiel* (formerly known as *Commission Bancaire*) as provided in Article L. 511-44 of the Code, or wholly guaranteed by such entities, and specific investments (namely units and bonds (*titres de créance*) issued by *organismes de titrisation*, which are French securitisation vehicles, or other similar vehicles, the assets of which comprise at least 90 per cent. of secured loans or loans to state or state-owned entities).

As provided in Article L. 515-17 of the Code, *sociétés de crédit foncier* may not make any other investments, except investments in securities which are sufficiently secure and liquid to be held as so-called replacement values, as defined in Article R. 515-7 of the Code.

### **Over-Collateralisation**

Article L. 515-20 of the Code provides for the principle of over-collateralisation (*surdimensionnement*), which entails that the total amount of the assets of a *société de crédit foncier* must be at all times greater than the global amount of liabilities benefiting from the *privilège*.

*Sociétés de crédit foncier* must appoint a specific controller (*contrôleur spécifique*) with the approval of the French *Autorité de contrôle prudentiel* whose mission is to ensure that the principle of over-collateralisation is at all times complied with. In particular, the specific controller must certify that the principle of over-collateralisation is satisfied in connection with (i) the *société de crédit foncier*'s quarterly programme of issues benefiting from the *privilège* and (ii) any specific issue also benefiting from the *privilège* whose amount is greater than Euro 500 million. The specific controller must verify the quality of the assets, the process of yearly revaluation and the quality of the asset liability management (ALM).

### **Privilège**

For bonds to qualify as *obligations foncières* and for other resources to benefit from the *privilège*, the documentation relating thereto must explicitly refer to such *privilège*. *Sociétés de crédit foncier* may enter into derivative transactions for hedging *obligations foncières* and other resources benefiting from the *privilège*; the amounts due under these derivative transactions also benefit from the *privilège*.

The sums resulting from the eligible receivables and from derivative transactions, together with deposits made by *sociétés de crédit foncier* with other credit institutions, are allocated in priority to the payment of any sums due in relation to the *obligations foncières* or other financial resources benefiting from the *privilège*.

### **Insolvency remoteness**

Finally, Article L. 515-27 of the Code precludes the extension of insolvency proceedings in respect of the *société de crédit foncier*'s parent company to the *société de crédit foncier*.

The Code provides for a regime which derogates in many ways from the French legal provisions relating to insolvency proceedings. In particular, in the event of conciliation proceeding (*procédure de conciliation*) preservation proceeding (*procédure de sauvegarde*), judicial reorganisation (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*) of a *société de crédit foncier*, all claims benefiting from the *privilège*, including interest thereon, must be paid on their due dates and in preference to all other claims, whether or not secured or statutorily preferred and, until payment in full of all such preferred claims, no other creditors may take any action against the assets of the *société de crédit foncier*.

In addition, the provision of French insolvency law which provides that certain transactions entered into in the months preceding the commencement of insolvency proceedings (*période suspecte*) are voidable has been set aside by the Code in respect of *sociétés de crédit foncier* (Article L. 515-25 of the Code).

The judicial liquidation (*liquidation judiciaire*) of a *société de crédit foncier* will not result in the acceleration of payment of *obligations foncières* and other debts benefiting from the *privilège*.

## DESCRIPTION OF COMPAGNIE DE FINANCEMENT FONCIER

### I) INFORMATION ABOUT THE ISSUER

#### History and development of the Issuer

Compagnie de Financement Foncier is a credit institution authorised as a financial company and *société de crédit foncier* by a decision of the French Credit Institutions and Investment Companies Committee (*CECEI - Comité des Etablissements de Crédit et des Entreprises d'Investissements*, now known as *Autorité de contrôle prudentiel*) on 23 July 1999. Consequently, it is governed by the general body of legislative and regulatory provisions applicable to credit institutions and, as a *société de crédit foncier* (“SCF”), by the specific provisions of Section IV of the second part of French law no. 99-532 of 25 June 1999 governing savings and financial security, which has been incorporated into Articles L. 515-13 to L. 515-33 of the French *Code monétaire et financier* (the “Code”).

It is a wholly-owned subsidiary of Crédit Foncier (A-/A2/A+) and affiliate of BPCE (A/A2/A+) (the “central body” of Groupe BPCE, which, with 19 Banques Populaires and 17 Caisses d'Epargne, constitutes one of France’s largest banking groups). Its sole business is to finance the housing and public-sector lending activities of its parent company, of the Groupe BPCE and other credit institutions.

The registered office of the Issuer is located at 19, rue des Capucines, 75001 Paris, France and is registered with the Trade and Companies Registry of Paris under reference number 421 263 047 RCS Paris.

The Issuer was created on 22 December 1998 for a period of 99 years.

The Issuer’s legal and commercial name is Compagnie de Financement Foncier.

#### Investments

Pursuant to Article L. 515-13 of the Code, the Issuer is prohibited from owning shares in other companies.

### II) BUSINESS OVERVIEW

#### Principal activities

As a SCF, the objects of Compagnie de Financement Foncier are to grant or acquire secured loans which are financed by the issue of *obligations foncières*, or by raising funds benefiting or not from the privilege created by Article L. 515-19 of the Code (the “*Privilège*”).

More specifically, the purpose of the Compagnie de Financement Foncier (Article 2 of the by-laws), in the context of the laws and regulations applicable to SCF, is to:

1. carrying out all transactions referred to in Articles L. 515-13 et seq. of the Code and without any restriction as to the countries in which it can operate, other than those set out in such laws and regulations.

These transactions include, in particular:

- granting or acquiring secured loans, exposures to public authorities and securities as defined in Articles L. 515-14 to L. 515-17 of the Code;
- financing these types of loans, exposures, investments and securities by issuing *obligations foncières* benefiting from the *Privilège* defined in Article L. 515-19 of the Code and by raising other resources whose issuance or subscription contract mentions this *Privilège*

The Compagnie de Financement Foncier may also finance the activities mentioned above by issuing bonds or resources that do not benefit from the *Privilège*. It can issue promissory notes referred to in Articles L. 313-42 to L. 313-48 of the Code.

Notwithstanding any other provisions or stipulations to the contrary, the Company may carry out temporary transfers of its securities in accordance with Articles L. 211-22 to L. 211-34 of the Code, pledge securities accounts pursuant to Article L. 211-20 of said Code and assign all or some of receivables that it holds in accordance with Articles L. 211-36

to L. 211-40 or in accordance with Articles L. 313-23 to L. 313-35, whether or not these receivables are professional. The receivables or securities thus assigned or transferred do not fall within the scope of the privileged claim to assets defined in Article L. 515-19 of the Code and are not booked pursuant to Article L. 515-20 of the said Code.

As an exception to Articles 1300 of the French *Code civil* and L. 228-44 and L. 228-74 of the French *Code de commerce*, the Company may subscribe for its own mortgage bonds solely for the purpose of using them as collateral for lending transactions with the *Banque de France* under the conditions set forth in Article L. 515-32-1 of the Code.

The Company cannot hold equity investments.

In addition, pursuant to Article R.515-7-1 of the Code, the Company, as a SCF, shall ensure at all times that it has sufficient funds to cover its liquidity requirements, for a period of 180 days.

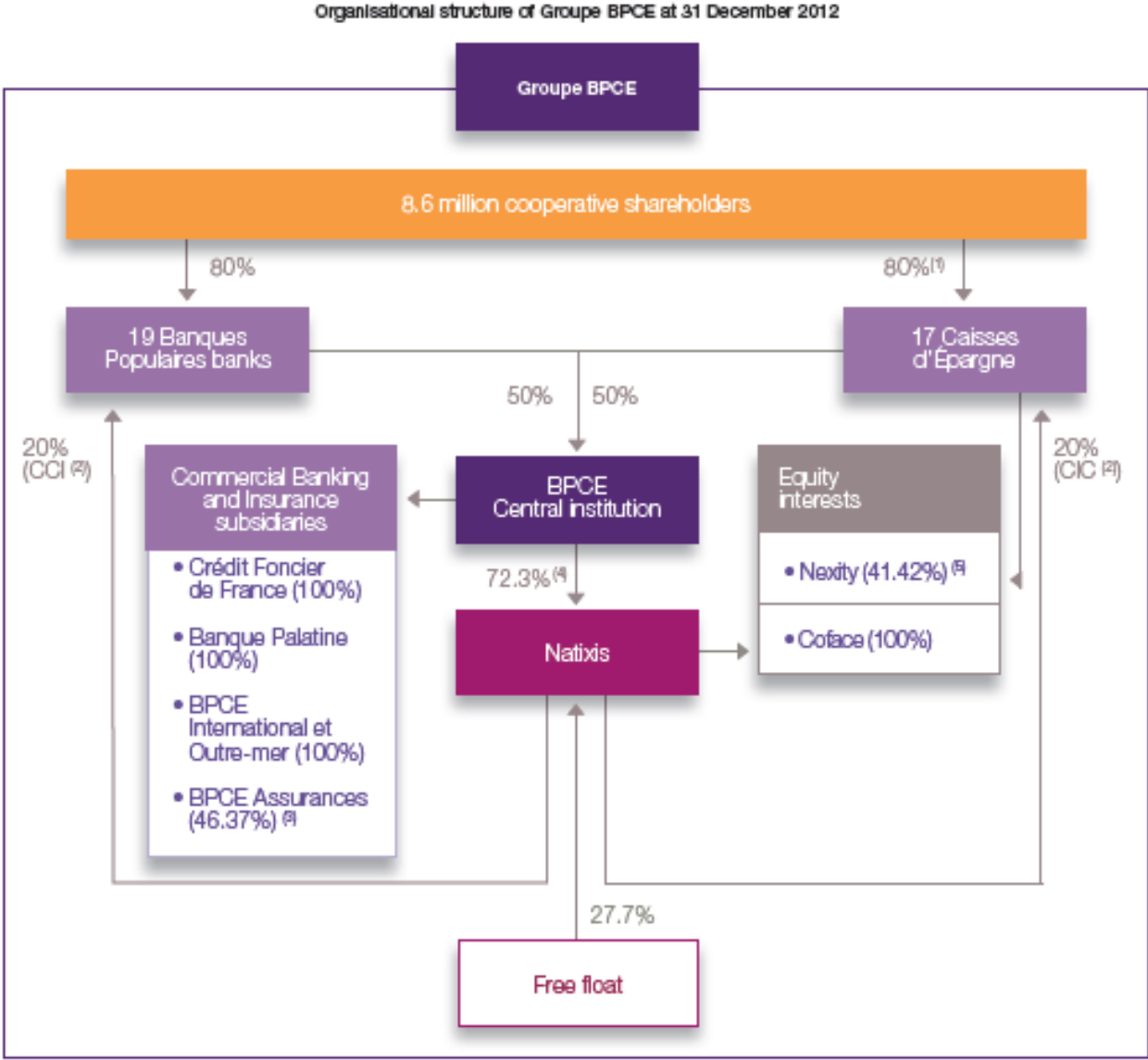
2. contracting with any credit institution all needed agreements:
  - servicing and recovering loans, exposures and securities;
  - managing bonds and other financing;
  - more generally, providing all services necessary to manage the assets, liabilities and the financial stability of the Company;
  - as well as all agreements concerning the distribution and refinancing of loans
3. acquiring and owning all property and equipment necessary to fulfil its purpose or arising from the recovery of its loans;
  - contracting with any third party any agreement related to the acquisition, ownership, management, maintenance and disposal of such assets;
4. contracting with any insurance company any agreement, which serves the Company purpose, notably to cover risks related to borrowers, risks related to both assets securing the loans and assets owned by the Company, and the liability risks of the Company or its Directors and Officers;
5. in connection with its own activity, or on behalf of other companies, providing customers with and manage payment processes, in particular:
  - for the payment of funds or the receipt of all sums arising from loan activities;
  - for holding any accounts of financial relations with any other credit institutions or public entities;
  - for the management of technical accounts in respect to expenses and receipts;
6. participating in any system for interbank settlements, settlement-delivery of securities, as well as in any transaction within the framework of the monetary policy of the European Central Bank, which contribute to the development of the Company's activities;
7. more generally:
  - carrying out all operations contributing to the fulfilment of its corporate purpose as long as such transactions comply with the purpose of SCF as defined in the legislation and regulations that regulate their activity;
  - contracting any agreement allowing the Company to use outsourcing services.



**III) ORGANISATIONAL STRUCTURE**

The merger of holding companies previously owned by the Banques Populaires (BP Participations) and the Caisses d'Épargne (CE Participations) on 5 August 2010 within the central institution (BPCE) led to Crédit Foncier's direct consolidation by Groupe BPCE, the second French banking group<sup>1</sup>.

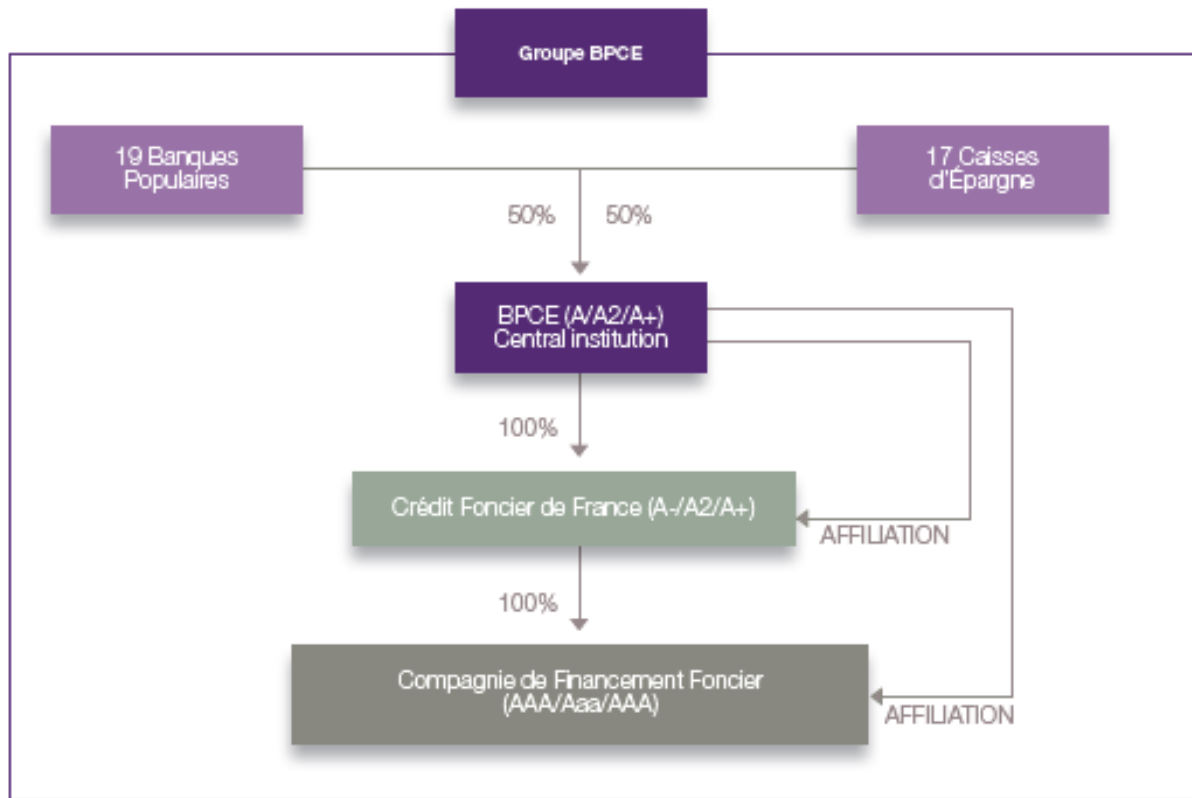
The following diagram illustrates the position of the Compagnie de Financement Foncier within the Groupe BPCE as at 31 December 2012:



(1) Indirectly through Local Savings Companies.  
 (2) CICs: Cooperative Investment Certificates (economic interests, no voting rights). A project aimed at simplifying the Group's organizational structure has been drawn up; this plan will first be the subject of consultations with the employees' representatives before being submitted for approval to the relevant governing bodies. Once this operation has been completed as planned, the cooperative shareholder customers will own 100% of their bank's capital (via the local savings companies in the case of the Caisses d'Épargne).  
 (3) With the equity interest held by the Caisses d'Épargne in BPCE Assurances, the Group owns a 60% stake in the company.  
 (4) Percentage of voting rights held by BPCE.  
 (5) Via CE Holding Promotion.

<sup>1</sup> No. 2 in number of branches (source: database, banks' websites), no. 2 in market share for customer savings and customer lending (source: Banque de France), no. 2 in terms of penetration rate with professionals and individual entrepreneurs (source: Pepites CSA 2009-2010 poll).

#### Focus on the positioning of Compagnie de Financement Foncier



#### IV) ADDITIONAL INFORMATION

##### Share capital

As at 31 December 2012, the share capital of the Issuer, which is not listed on any exchange, consisted of 74,216,246 fully paid ordinary shares of EUR16 nominal value each (for a total capital of EUR1,187,459,936). Nearly all of the share capital of the Company is held by Crédit Foncier. As required by the by-laws of the Company, each member of the Board of Directors must own at least one share during his or her term of office.

##### Memorandum and articles of association

Please refer to section “Business overview - Principal activities” above.

#### V) MATERIAL CONTRACTS

Please refer to section “Relationship between Compagnie de Financement Foncier and Crédit Foncier de France” below.

**VI) THIRD PARTY INFORMATION AND STATEMENT BY EXPERTS AND DECLARATIONS OF ANY INTEREST**

**I. SPECIFIC CONTROLLER'S CERTIFICATION ON THE VALUATION AND PERIODIC REVIEW METHODS AND RESULTS FOR REAL ESTATE AS OF 31 DECEMBER 2012**

To the Board of Directors of Compagnie de Financement Foncier,

In our capacity as the Specific Controller of Compagnie de Financement Foncier, and pursuant to the Article 5 of Regulation 99-10 of the CRBF, we proceeded to the assessment of the validity, in accordance with regulations in force, of the methods used to value the real estate assets underlying the loans and their results, and of the methods for periodically reviewing their value, as published together with the financial statements for the year ended 31 December 2012 and appended hereto.

The valuation methods and their results for real estate assets and the methods for periodically reviewing their value have been defined and implemented under the responsibility of your company's management.

Our responsibility is to assess the validity of this procedure in terms of its compliance with regulations in force as of 31 December 2012.

We implemented the diligences that we considered necessary in view of the professional standards of the *Compagnie nationale des Commissaires aux comptes* applicable to this assignment. Our work consisted in checking the compliance of:

- the procedures, the valuation and periodic review methods and their results, in their design and application, with regulations in force as of 31 December 2012;
- the information published together with the annual financial statements with, on one hand, the system for the valuation and periodic review implemented, and on the other hand, with the results arising from the implementation of the valuation system.

Based on our work, we have no observations to make as regards compliance with the provisions set out in Articles 2 to 4 of the Regulation 99-10 of the CRBF, the valuation methods for the real estate assets and their results or the methods for periodically reviewing their value as published together with the financial statements for the year ended 31 December 2012.

Paris, 29 March 2013

Specific Controller

**CAILLIAU DEDOUIT et Associés**  
**Laurent BRUN**

CAILLIAU DEDOUIT et Associés  
19, rue Clément Marot  
75008 Paris

COMPAGNIE DE FINANCEMENT FONCIER  
4, quai de Bercy  
94224 Charenton Cedex

## II. PROCEDURE FOR THE VALUATION AND PERIODIC REVIEW OF THE VALUE OF THE ASSETS UNDERLYING THE LOANS AS OF 31 DECEMBER 2012

### I - Valuation method for the assets underlying loans

#### General asset valuation principles

The procedure described below has been determined pursuant to Articles 1 and 2 of CRBF Regulation No. 99-10 as amended by Regulation No. 2002-02 and the decrees of 7 May 2007 and 23 February 2011 transposing European Directive 2006/48/EC into French law.

Real estate financed by eligible loans or posted as collateral for these loans is subject to cautions appraisal.

The valuation is performed taking into account the long-term sustainable aspects of the property, the normal and local market conditions, the current use and alternative appropriate uses of the property.

#### Derogation rule used by Compagnie de Financement Foncier

For loans originated between 1 January 2003 and 31 December 2006, in accordance with the provisions of CRBF Regulation No. 99-10 and a decision by the Chairman of Crédit Foncier de France's Executive Board dated 28 July 2003, the cost of the transaction without discount is understood to be estimated value of the asset for all transactions with individuals involving residential property where the transaction cost is less than €350,000. Following a series of amendments to CRBF Regulation No. 99-10, this principle was broadened:

- for the period of 7 May 2007 to 23 February 2011, all residential property transactions with individuals where the transaction cost is less than €450,000 or where the amount of capital outstanding under the acquired loan or the total amount authorised is less than €360,000;
- beginning on 24 February 2011, all residential property transactions with individuals where the transaction cost is less than €600,000 or where the amount of capital outstanding under the acquired loan or the total amount authorised is less than €480,000.

Above these thresholds, the appraised value is considered as the value of the property.

#### Summary

The abovementioned rules, applied since 24 February 2011, are summarised in the following table:

<b>Property Type</b>	<b>Cost of transaction is less than €600,000 or acquired loan less than €480,000</b>	<b>Cost of transaction is €600,000 or more, or acquired loan €480,000 or more</b>
<b>Residential property for private individuals</b>	Transaction cost	Appraisal
<b>Residential property for professionals</b>	Appraisal	Appraisal
<b>Commercial property (1)</b>	Appraisal	Appraisal

(1) Property for professional use means all properties other than residential and multiple-use properties where the value allocated to the residential part is less than 75% of the total value of the property.

An appraisal is made of all collateral underlying loans authorised (*i.e* signed by the parties) during the year, regardless of whether or not they are implemented.

Other collateral (underlying loans authorised before 2012 and already valued or re-valued) is mandatorily subject to a periodic review of its value as presented hereafter (see Sections II, III and IV).

## II - Periodic review methods for collateral securing housing loans to individuals and professionals

The rules detailed below apply to collateral securing loans implemented before 2012.

Two periodic review methods are used to determine the value of collateral as differentiated below:

- Statistical S1 :
  - for collateral securing housing loans to private individuals,
  - for collateral securing housing loans to professionals where the amount is less than €600,000 or where the outstanding principal amount of the loan secured by the property is less than €480,000.
- Statistical method S2 for collateral securing housing loans to professionals customers where the amount is €600,000 or more and where the outstanding principal amount of the loan secured by the property is €480,000 or more.

### A - S1 periodic review method

#### i) Principles

This method, which aims to approximate market value as closely as possible, is based on establishing indices. The indices obtained are the changes observed from one year to the next in market values, clarifying that, in accordance with the relevant legislation, the appraisal is carried out on the basis of a prudent assessment (which is then revalued by applying the indices).

The indices reflect four distinct geographical categories:

- (i) the 110 urban areas with more than 50,000 inhabitants as per the postal code groups established by the INSEE (French National Institute for Statistics and Economic Studies). The list of these metropolitan areas and their composition change as the urban fabric and the real estate markets evolve.
- (ii) outside these metropolitan areas, the “non-urban” real estate market is divided into administrative regions (20, excluding Corsica and Île-de-France).
- (iii) Île-de-France excluding the city of Paris is valued separately using specific indices for each of its seven departments.
- (iv) Paris is also valued separately using a specific index.

Indices for each of these four categories (urban, non-urban, Île-de-France and Paris), are grouped according to postal codes, and broken down as follows:

- metropolitan areas: 110 Apartment indices / 110 House indices;
- Non metropolitan area: 20 House indices;
- Île-de-France (excluding Paris): 7 Apartment indices / 7 House indices;
- Paris: 1 Apartment index

When the apartment/house distinction is not available for a particular item of collateral, the lower of the two indices for the corresponding postal code is used.

When the collateral is located in Corsica or in the French overseas departments or territories, or if its location is unclear, the annual trend indices used for the corresponding type of housing are:

- for apartments: the average of the apartment indices for metropolitan areas;
- for homes: the lower of the averages for metropolitan areas and for regions.

## Revaluation cycle management

Real estate value indices are updated annually. New indices are established each November based on the period ending on 30 September.

The revaluation cycle is thus managed on a one year rolling period from 30 September of year “n-1” to 30 September of year “n”.

## Sources

These indices are based on an *ad hoc* survey and expert estimates carried out each year by the Real Estate Research Department of the network of regional real estate appraisers, quarterly gross statistical real estate information available in its database and regional indicators from [www.marche-immo.com](http://www.marche-immo.com).

### B - S2 periodic review method

For 2012, the S2 revaluation method consisted in applying the annual change in the rental index for residential property to 2011 values, i.e. +1.5% (source: INSEE).

## **III - Methods for periodic review of real estate for professional use (non residential)**

In accordance with the provisions of CRBF Regulation No. 99-10, the following three valuation methods are applied to real estate for professional use based on its aspects:

### A – The “E1” method

This category covers real estate for professional use, the value of which is less than €600,000 or for which the outstanding principal amount on the loan secured by the property is more than €480,000.

Assets in this category are individually revalued by means of appraisal every three years, and statistically in the interim years using the S1 method.

### B – The “E2” method

This category covers real estate for professional use, the value of which is more than €600,000 and for which the outstanding principal amount on the loan secured by the property is more than €480,000.

Each property in this category is individually revalued every year by means of appraisal. The appraiser determines a prudential mortgage value based on a thorough analysis of the type of asset and its specific aspects and on a prudent, forward-looking view of the market.

### C – The “S1” statistical method

This category covers real estate for professional use where the outstanding principal amount on the loan secured by the property has fallen below 30% of the initial principal amount of the loan.

For real estate in this category, the S1 statistical revaluation method (see section II.A above) is applied to the most recent appraisal value.

#### IV - Summary table of methods

Type of asset	Transaction cost > € 600K and total authorised amount ≤ € 480K or Transaction cost ≤ € 600K and total authorised amount > € 480K	Transaction cost > €600 K And total authorised amount > €480 K		Disputes cases
Residential	If private individual customer : S1 method			Specific individual appraisal
	If professional customer : S1 method	If professional customer : S2 method		
Non-residential	Outstanding principal/initial principal < 30% and total authorised amount ≤ €480K	Outstanding principal/initial principal > 30%		
		Transaction cost ≤ € 600 K and total authorised amount > € 480 K	Transaction cost > €600 K and total authorised amount > €480 K	
	S1 method	E1 method	E2 method	

#### V. The special features of Dutch guarantees

Rvaluation was made of a total of 870 guarantees associated with 870 loans for a total outstanding value of €75 million. Revaluation was conducted based on the PBK index (*Prijnsindex Bestaande Koopwoningen*) developed by the Netherlands land register. In 2012, the index average fell -8.3%.

#### VI. The special features of Belgian guarantees

Crédit Foncier proceeded to a revaluation of the guarantees of its branch through its servicer named Stater: 5,556 guarantees representing a global valuation amount of €1,151 million i.e. a decrease in the value of the guarantees of 4.7% in average.

This valuation was made thanks to the indices provided by the Stadim company for an annual change as of 30 September 2012.

## STRINGENT RISK MANAGEMENT RULES AND COMMITMENTS TO THE MARKET

### A. Overcollateralisation

Overcollateralisation, defined by law (Article L. 515-20 of the Code) requires that total *société de crédit foncier* weighted assets (specified in the chapter on the basics of *obligations foncières*) are always at least 102% of the total amount of liabilities benefitting from the preferential claim. One of the Specific Controller's duties is to monitor compliance with this regulatory overcollateralisation rule.

When calculating regulatory overcollateralisation, as stated in CRBF Regulation No. 99-10 as amended<sup>1</sup>, assets must be weighted in accordance with their quality and their nature.

With €1.9 billion in capital, €3.8 billion in subordinated debt and €9.9 billion in unsecured debt, regulatory overcollateralisation ratio is well above the legal minimum of 102%.

Since the company's inception in 1999, this regulatory ratio has always been above 108%. On 31 December, 2012 it was 113.7% (compared to 110.6% on 31 December 2011):



### *Maintaining a high overcollateralisation ratio specific to Compagnie de Financement Foncier*

In addition to the safety provided by the institutional framework and to ensure the best ratings from the principal agencies, Compagnie de Financement Foncier has taken supplementary management measures since 1999.

These measures will result in compliance with a specific collateralisation ratio for each agency based on its methodologies.

In particular, since 2009, it set up measures to maintain at all times a volume of non-privileged liabilities at least equal to 5% of the liabilities that benefit from the preferential claim. As of 31 December 2012, this ratio was 16.4% (excluding ECB refinancing and repurchase agreements).

This level of non-preferential liabilities contributes to investors' protection in the company's privileged debt, such as the holders of *obligations foncières*.

As part of its internal rules, two minimum overcollateralisation levels, based on asset quality and interest rate risk, are regularly calculated in relation with the quality of its assets and with the interest rate risk estimated on Compagnie de Financement Foncier.

The first ratio is calculated to cover the credit risk on its assets, while the second ensures that the overall interest rate risk on its balance sheet is covered.

<sup>1</sup> Regulation No. 99-10 of 9 July 1999 concerning sociétés de crédit foncier and Sociétés de financement de l'habitat, as amended by regulations No. 2001-02 of 26 June 2001 and 2002-02 of 15 July 2002, and by orders of 7 May 2007 and 23 February 2011



The sum of these two ratios must of course meet Compagnie de Financement Foncier’s minimum overcollateralisation commitment of 5%. Overcollateralisation – which in Compagnie de Financement Foncier’s case consists of equity and long-term subordinated and unsecured liabilities – must enable a *société de crédit foncier* to withstand stress test scenarios on credit, interest rate and liquidity risk.

If some or all of these risk scenarios occur, this high level of overcollateralisation will enable the company to maintain payments on its *obligations foncières*

### ***Overcollateralisation of credit risk***

Regarding overcollateralisation associated with credit risk, Compagnie de Financement Foncier’s loan portfolio is divided into six sub-categories, by type of borrower, type of property being financed and type of collateral provided. Each sub category has its own minimum overcollateralisation ratio for outstanding loans (see table below) and an overcollateralisation for the estimated loans anticipating a two years-production.

The following minimum overcollateralisation ratios are currently applied:

<b>Asset class</b>	<b>Outstanding</b>	<b>Origination</b>
Subsidised sector (in run-off)	3.0%	n.a.
Low-income home loans + Interest-free loans	2.5%	3.0%
Residential / Subsidised purchases	3.0%	3.5%
Residential / Buy-to-let	25.0%	30%
Public sector	3.0%	3.0%
Social housing	4.5%	4.5%

### ***Overcollateralisation of interest rate risk***

The overcollateralisation required to cover Compagnie de Financement Foncier’s overall interest rate risk depends on the size of its balance sheet and on its estimated future earnings. It equals 0.5% of Compagnie de Financement Foncier’s assets, minus the net present value of estimated earnings over the next 10 years.

To ensure a high security level, several net present values are calculated in a run-off scenario without new lending and by combining the following assumptions:

- three prepayment assumptions: no prepayment, likely prepayment rate and a stressed prepayment rate that is three times greater than the likely rate;
- three market interest rate assumptions: benchmark yield curve, stressed cash flow assuming unfavourable borrowing and lending conditions at EONIA +1% and EONIA -0.5% respectively, and a 200 bp upward shift in the yield curve.

The lowest net present value among the nine calculated is used to calculate the overcollateralisation ratio.

*The overcollateralisation required in order to obtain the best rating by the credit rating agencies is at least equal to the most important of the two credit overcollateralisations (on the outstanding and the two-year projection), to which is added the overcollateralisation related to the interest rate risk.*

### ***Continuous monitoring of overcollateralization levels***

To ensure that compliance with the overcollateralisation requirement is maintained at all times, it is monitored on an on-going basis.

In addition to the compliance of the regulatory ratio, if Compagnie de Financement de Foncier wishes to maintain its rating and that the overcollateralisation according to the relevant rating agency, quarterly observed, turns out to be less than one of the specified minimum levels, all asset purchases are immediately suspended and non-privileged resources are used to increase overcollateralisation above the minimum required amount.

## **B. Financed LTV for residential mortgage loans**

### ***Principle of financed LTV for residential mortgage loans***

The LTV ratio on residential mortgage loans (€31.7 billion at end-2012) is the ratio of the outstanding principal over the value of the underlying real estate. Collateral is revalued annually to monitor compliance with this ratio.

The regulatory annual valuation of underlying assets, as required by the regulation, is based on a prudent assessment of the property's long-term characteristics, local market conditions, the current use of the property and other possible uses. All of this information is provided by Foncier Expertise, Crédit Foncier's wholly-owned, Veritas-certified subsidiary. Their experts are either certified by a court or qualified as chartered surveyors (MRICS<sup>1</sup>). The Specific Controller monitors these appraisals each year to verify compliance with the real-estate market parameters used in the valuation process, as described in the risk report section of the Registration Document.

On the basis of these rules, at 31 December, 2012 the company's LTV ratio on its mortgage portfolio was relatively stable at 65.7% (vs. 61.6% at 31 December 2011).

## **C. Credit risk**

### ***Asset purchasing criteria by category***

Although regulations require that a *société de crédit Foncier* invest only in high quality assets, Compagnie de Financement Foncier implements additional asset purchasing criteria for each asset category, so as to limit its exposure to credit risk. Compagnie de Financement Foncier will not, for example, buy commercial real estate assets. Compagnie de Financement Foncier selects the assets that it wishes to acquire based on their rating, probability of default, score at origination, expected loss and any hedging of assets, as well as yield curves. The assets that meet the Compagnie de Financement Foncier's criteria are then purchased at a price determined by the previous study.

Furthermore, Compagnie de Financement Foncier replacement values have very good external credit ratings. The minimum acceptable credit rating for each asset (except for intragroup assets) depends on the investment horizon and must meet the minimum rating criteria of each of the three main agencies, as shown below:

<sup>1</sup> MRICS: Member accredited by the Royal Institution of Chartered Surveyors (RICS). The RICS is a professional organisation whose mission is to regulate and promote the real estate profession

	<b>Standard &amp; Poor's</b>	<b>Moody's</b>	<b>Fitch Ratings</b>
From 0 to 1 month	ST: A-1; LT: A	ST: P1	ST: F1
From 1 to 12 months	ST: A-1; LT: A	ST: P1	ST: F1+
More than 1 year	LT: AAA	LT: Aaa	LT: AAA

### ***Limiting counterparty risk***

Crédit Foncier group's risk policy specifies per-market counterparty risk limits and Compagnie de Financement Foncier observes these limits in its decision process.

For its hedging transactions and the company executes a framework agreement with each of its counterparties, with asymmetrical collateralisation and other specific terms set forth in an appendix to this agreement.

Each counterparty agrees to pay Compagnie de Financement Foncier on a daily basis (or on a weekly basis for some of them) depending on the counterparty's rating a security deposit equal to its net debt position, with no compensation for this

On 9 January 2013, Compagnie de Financement Foncier made the following commitments:

- in the event of a counterparty's downgrade rating below a certain level, new circumstance allowing Compagnie de Financement Foncier to terminate a swap contract: commitment to find under sixty days an equivalent coverage or to have the necessary overcollateralisation to set off the risk that has become uncovered for swaps overpassing 5% of obligations foncières outstanding;
- in the event of BPCE's downgrade rating below A1 (Standard & Poor's rating): commitment to put in order under sixty days non-compliant swap contracts and whose outstandings overpass 5% of the privileged resources, or to replace the counterparties.

## **D. Managing balance sheet risks**

### ***Managing interest rate risk***

Compagnie de Financement Foncier is committed to keeping its interest rate gaps within the specific limits set for each period and to correct any excess observed by the following quarter:

<b>Interest rate gap observation period</b>	<b>Maximum interest rate gap as a % of projected balance sheet</b>
Less than 2 years	2%
2 - 5 years	3%
5 - 10 years	5%
More than 10 years	10%

### ***Hedging liquidity risk***

Beyond the legislative constraints requiring that sociétés de crédit foncier ensure that, at all times, all of their cash flow requirements are hedged for a period of 180 days, Compagnie de Financement Foncier has its own additional strict rules. These rules guarantee that it always maintains enough liquidity to honour its

privileged liability commitments with no need for new resources for one year in a run-off scenario (i.e. with no new activity).

The high quality of Compagnie de Financement Foncier's assets, and in particular of its eligible securities and receivables, give it immediate access to funding from central banks, such as the ECB for large amounts.

Thus, the Company's cash position is sufficient at any given time to meet the contractual payments on its privileged debt over the coming twelve months.

With the volume of Compagnie de Financement Foncier's assets eligible for the European Central Bank's liquidity facility (€46.5 billion), it could service its payments and build up its liquidity for much longer than the 12 months to which it is committed. Thus it could obtain an amount estimated at €20 billion after haircut and based on the ECB's current rules, while respecting its management rules including the regulatory overcollateralisation ratio.

Compagnie de Financement Foncier also limits the duration gap between its assets and its overall liabilities to two years at most. At 31 December, 2012, the duration gap was insignificant (asset duration was 6.6 years and liability duration was 7.0 years)..

#### ***No currency risk***

Compagnie de Financement Foncier prohibits any open foreign exchange positions. As such, all asset purchase or refinancing transactions that are not denominated in euros are systematically hedged against currency risk.

In practice, Compagnie de Financement Foncier limits its residual currency positions to Euros 3 million by currency with a Euros 5 million cap for all currencies.

## **RELATIONSHIP BETWEEN COMPAGNIE DE FINANCEMENT FONCIER AND CRÉDIT FONCIER DE FRANCE**

As stipulated by law, Compagnie de Financement Foncier draws on the technical and human resources of its parent company under agreements binding the two companies. These agreements, which are regulated as defined by Article L. 225-38 of the French *Code de commerce*, cover all of the Compagnie de Financement Foncier's activities.

The general principles applied in preparing these agreements are described below.

The texts as drafted take into account the special nature of the relationship between Crédit Foncier de France and its subsidiary Compagnie de Financement Foncier.

Seventeen agreements have been entered into by Crédit Foncier de France and Compagnie de Financement Foncier, namely:

- a framework agreement, setting forth the general principles;
- an agreement for loan assignments;
- an agreement for loan servicing and recovery;
- an agreement governing financial services;
- an asset/liability management (ALM) agreement;
- an administrative and accounting management agreement;
- a service agreement on internal control and compliance;
- an agreement related to the implementation of information technology services;
- an agreement concerning human resources;
- an agreement concerning compensation for services;
- an agreement related to settlement bank services;
- an guarantee agreement for adjustable-rate loans;
- a guarantee and compensation agreement;
- an agreement regarding the disbursing agent;
- an agreement regarding deeply subordinated notes (transformation of participation loans);
- an agreement related to redeemable subordinated notes;
- an agreement relating to the assignment of mortgage ranking/priority;

and three agreements between Crédit Foncier, Compagnie de Financement Foncier and a third-party:

- an agreement relating to management and collection of loans subsidised by the French State;
- renewal of the agreement for introductory source (between BPCE, Caisses d'Épargne and Crédit Foncier);

- an agreement relating to the fiscal integration between Crédit Foncier, Compagnie de Financement Foncier and BPCE.

With the exception of Directors and Officers and Secretary General appointed by Crédit Foncier, Compagnie de Financement Foncier does not directly employ any salaried personnel.

### **Information on the Crédit Foncier group, to which Compagnie de Financement Foncier belongs**

The principal business of Crédit Foncier de France is to grant mortgage loans to individuals and real estate professionals, grant loans to local authorities, provide structured financing and to issue bonds to finance these loans.

From its creation in 1852 and until 1999, Crédit Foncier de France held the special status as a *société de crédit foncier*.

A key player in the specialised real estate financing market responsible for distributing French state subsidised loans, following the real estate crisis in the 1990's and the government's elimination of subsidised loans, in 1999 Crédit Foncier joined the private sector after its 90% acquisition by the Groupe Caisses d'Épargne.

In the context of legislation governing this acquisition, the Parliament created a specific new status for *sociétés de crédit foncier*. The Compagnie de Financement Foncier was then formed and authorised as a *société de crédit foncier* by the *Comité des Etablissements de Crédit et des Entreprises d'Investissements* ("CECEI"). Crédit Foncier de France transferred all its property commitments and pledged assets to the CECEI pursuant to Article 110 of law 99-532 of 25 June 1999.

After having been affiliated with the Groupe Caisse d'Épargne between 1999 and 2009, Crédit Foncier became affiliated in 2009 with Groupe BPCE, which resulted from the merger of Groupe Caisse d'Épargne and Groupe Banque Populaire. Since 5 August 2010, Crédit Foncier has been fully owned by the Central institution BPCE.

The continuous expansion of its activities led Crédit Foncier to become a major player in real estate and French local public sector.

### **Key events of Crédit Foncier group**

The year 2011 was marked by:

- a major commitment to civil society and its customers:
  - September 2011 the ENFI congratulates its first graduates: 19 graduates in "Personal Real Estate Financing";
  - January 2011: 21 students graduate from ENFI with a «Crédit Foncier-Dauphine Executive Master's in Real Estate Financing».
- expert positioning in real estate markets and their financing:
  - 17 January 2011: signature of the first interest-free loans (PTZ+) financed by Crédit Foncier;
  - 23 March 2011: real estate market report and outlook: Crédit Foncier presented its annual *Regards Croisés* study to 500 partners;
  - May-June 2011: 50 key Crédit Foncier employees met 500 local decision-makers to discuss housing problems, provide specific indicators on their regions and offer tailored solutions.
- renowned service quality:
  - Foncier Home won the Jury's first prize at the Top Com 2011 awards during the congress held in Paris from 3-6 October.
- group operations:
  - 2 March 2011: 2010 Annual results released;
  - 4 July 2011: Bruno Deletré is appointed Chief Executive Officer of Crédit Foncier by the Board of Directors at its meeting of 28 June 2011;

- 21 November 2011: Adoption of the Company's new strategic plan by the Board of Directors;
- 14 December 2011: €1.5 billion capital increase.
- BPCE intra-group synergies:
  - October-December 2011: Development of synergies with the Banque Populaire banks and the Caisses d'Epargne.
- refinancing:
  - Compagnie de Financement Foncier, a wholly-owned subsidiary of Crédit Foncier, launched three benchmark issues of *obligations foncières* in 2011:
    - 14 January 2011: €1 billion with a five-year maturity;
    - 8 March 2011: \$1.5 billion with a three-year maturity;
    - 15 April 2011: €1 billion with a ten-year maturity.
    - 18 April 2011: Crédit Foncier took part in the 12th Paris-Europlace forum in New York.
    - 6 June 2011: during the Euromoney conference in London, Crédit Foncier took part in a round table on «access to liquidity for domestic/regional format issuers».
    - 28 November 2011: Crédit Foncier ran a workshop entitled «*Obligations foncières*: The French Business Model of Covered Bonds: Security, Transparency and Stability» at the 15th Paris-Europlace forum in Tokyo.
- capital increase:

The Crédit Foncier de France extraordinary general meeting of the shareholders dated 13 December 2011 decided to proceed to a capital increase of Euros 1,499,999,995 raising the Crédit Foncier de France capital from Euros 903,917,969.50 to Euros 2,403,917,964.50.

This capital increase restricted to BPCE (which holds 100% of Crédit Foncier de France share capital), has been fully paid-up as at 14 December 2011 as follows : Euros 969,999,998.50 offset against shareholder advances, and Euros 529,999,996.50 paid in cash. It responds to a supplementary need for regulatory capital especially subsequent to an investment depreciation provision requested due to sovereign risk and downgrade of specific securitisation transactions, and an above regulatory capital levels increase meant to face the long lasting financial crisis situation.

The year 2012 was marked by:

To ensure compliance with the new prudential standards imposed on credit institutions as part of Basel III, Crédit Foncier Group's medium-term plan for the 2012-2016 provides for:

- a refocusing of production to mortgage loans to individuals in France;
- a balance sheet reduction through the lowering of exposure on the international level;
- the restructuring of the derivatives portfolio.

The activity of Compagnie de Financement Foncier meets these objectives.

### Investment and its financing

Over the year, acquisitions by Compagnie de Financement Foncier amounted to €5 billion. These were almost exclusively first-ranking mortgage-backed loans to individuals, originated in France by the parent company. Through nine loan portfolio repurchase transactions, Compagnie de Financement Foncier bought:

- €2.6 billion in access to home ownership loans guaranteed by the FGAS;
- €1.7 billion in other access loans; and
- €0.6 billion in social housing loans.

The volume of housing loans pledged by Crédit Foncier with Compagnie de Financement Foncier via mortgage notes remained stable at €9.3 billion.

By the small amount of €0.1 billion, Compagnie de Financement Foncier also increased its exposure on the public sector through loans to Crédit Foncier guaranteed by advances to French local authorities pursuant to Article L. 211-38.

The financing of these investments was ensured by the issue of €8.1 billion in *obligations foncières* over 2012, broken down as follows:

- €5.6 billion in public issues with an average term of 8.8 years, creating three new benchmarks: €1 billion with a 10 year term in January, €2 billion with a 3.5 year term in February, and €1 billion with a 10 year term in November. The launch of these new lines was validated by the Specific Controller, which is tasked with verifying that it complies with prudential regulations applicable to transactions exceeding €0.5 billion;
- and €2.5 billion in private investments with a longer average term of 16.2 years (13.9 years in the event that anticipated opt-out options are exercised at their next exercise date). In April, Compagnie de Financement Foncier issued €0.5 billion in such investments with a term of 15 years after receiving validation by the Specific Controller. Also of note is a private investment of £250 million with an average 20 year term in a British insurance company.

The year's issues were subscribed by asset managers, insurance companies and banks in roughly equal proportions of approximately one third each. The proportion of German investors remains dominant, with 42% of issues, mainly in response to their specific demand for registered covered bonds. The French domestic market was the second largest source of capital, with a share of 28%.

#### Balance sheet reduction transactions

Over the year, sales of assets outside France represented over €6 billion.

Compagnie de Financement Foncier significantly reduced its securitisation portfolio, essentially by selling off RMBS-type mortgage loan fund units:

- €3.6 billion in units in which the assets are guaranteed by residential properties located in Spain, amounting to three quarters on this country;
- €0.5 billion in which the guarantees are properties in Italy; and
- €0.3 billion guaranteed by properties in the Netherlands.

These divestments were made in part on the secondary market of these securities, primarily through auctions carried out by the originator banks (€1 billion), and in part through the exercise of the guarantee granted by Crédit Foncier (€3.4 billion). Since 2008, under this agreement Compagnie de Financement Foncier is entitled to sell off its RMBS units to Crédit Foncier at their book value when the securities are downgraded to the third credit quality step and are thus no longer retained for coverage of privileged liabilities in the calculation of the overcollateralisation ratio. Securities that are likely to be resold in this manner to Crédit Foncier are recorded in the Migration List by the Risk Department once it becomes highly probable that their rating will fall below A-

On its mortgage portfolio, Compagnie de Financement Foncier also carried out other transactions for smaller amounts, including:

- participation in the restructuring of two RMBS in the Netherlands guaranteed by the NHG public body. These transactions led to the sale of non-priority units created in this manner for €31 million and to the retention of the AAA rating by one of the two agencies that rate the funds for the units remaining in the balance sheet of Compagnie de Financement Foncier for an outstanding amount of €0.7 billion; and
- transfer of a home ownership loan portfolio totalling €0.4 billion in nominal terms to a securitisation fund.



Transfers were also made among exposures on public entities on the international level, mainly consisting of:

- €0.6 billion in units representing rent receivables guaranteed at over 98% by the US government;
- €0.6 billion in securities issued by US local authorities; and
- €0.2 billion in European sovereign debt: Czech Republic €134 million, Cyprus €60 million, Slovakia €24 million, Hungary €15 million.

In order to preserve the asset-liability matching balance and to limit the impact in the income statement, approximately half of the proceeds from these sales were used to repay debt:

- €2 billion was used to repurchase *obligations foncières* previously issued by Compagnie de Financement Foncier and to cancel them; and
- €1 billion was used for early repayment of an unsecured loan granted by Crédit Foncier.

#### Restructuring of the derivatives portfolio

Since 2011, Compagnie de Financement Foncier has taken significant steps in restructuring its swap portfolio, directed particularly at meeting the new requirements of rating agencies in the area of credit quality for derivatives counterparties. Compagnie de Financement Foncier decided, on the one hand, to update its legal documentation as to the minimum rating thresholds and the methods of counterparty replacement, and on the other hand, to significantly reduce its swap receivables without damaging the quality of its interest rate risk and currency exchange risk management.

As such, Compagnie de Financement Foncier recorded 241 swap cancellations over the year for a notional amount of €13 billion, of which €10 billion were concluded with Group BPCE entities (€3.8 billion with Crédit Foncier and €6.3 billion with Natixis) and €3 billion were concluded with 10 external financial institutions.

These transactions resulted in a payment of termination balances of a total net amount of €130 million in favour of Compagnie de Financement Foncier. Moreover, remarketed operations with Crédit Foncier, for a notional amount of €3.4 billion have resulted in a payment by Compagnie de Financement Foncier of €281 million.

These transactions are neutral with respect to Compagnie de Financement Foncier's net income; the termination balances paid or received are spread in accounting terms over the remaining life of the balance sheet items that were covered by these derivatives.

#### **Specialised subsidiary within a large group**

Compagnie de Financement Foncier is a credit institution licensed as a finance company and *société de crédit foncier*. A wholly-owned subsidiary of Crédit Foncier (A-/A2/A+), it is affiliated with BPCE (A/A2/A+). Its purpose is to finance real estate loans and loans to public sector authorities for its parent company as well as the Group as a whole by issuing AAA/Aaa/AAA-rated covered bonds

## RECENT DEVELOPMENTS

### Indebtedness

Compagnie de Financement Foncier has issued between 1 January 2013 and 31 May 2013 *Obligations Foncières* for an amount of Euro 2,760,000,000 or its equivalent in other currencies, measured in accordance with French GAAP.

### Financial information as at 31 March 2013 and as at 31 March 2012

The following quarterly financial information is un-audited and has not been reviewed.

For the avoidance of doubt, the financial information as at 31 March 2013 and as at 31 March 2012<sup>1</sup> is reproduced in its entirety in the table below.

In thousands of euros

Assets	31 March 2013	31 March 2012
Cash due from central banks and post office accounts .....	1,000,007	8,710
Treasury notes and similar securities .....	—	—
Due from banks .....	16,894,304	23,425,902
Customers loans .....	41,106,654	40,279,425
Bonds and other fixed income securities .....	32,480,039	40,448,526
Shares and other variable income securities .....	—	—
Other long term securities .....	—	—
Equity in subsidiary companies .....	—	—
Intangible fixed assets .....	—	—
Tangible fixed assets .....	—	—
Unpaid subscribed capital stock .....	—	—
Equity .....	—	—
Other assets .....	6,402	71,230
Prepayments deferred charges and accrued income .....	3,608,207	2,536,805
<b>Total Assets</b>	<b>95,095,613</b>	<b>106,770,598</b>

<sup>1</sup> Free translation of the French BALO (Bulletin des Annonces Légales Obligatoires) published on 03/06/2013 and on 08/06/2012, respectively under number 1302897 and number 1203698.

In thousands of euros

Liabilities and Equity	31 March 2013	31 March 2012
Cash due to central banks and post office accounts .....	–	–
Due to banks .....	3,810,155	5,634,392
Customer deposits .....	64,327	8,998
Debt securities .....	79,285,903	89,853,507
Other liabilities .....	4,132,765	3,551,609
Accruals and deferred income(*) .....	2,463,490	2,420,123
Provisions for liabilities and charges .....	15,797	7,757
Subordinated debt .....	3,458,820	3,460,019
Fund for general banking risks .....	20,000	20,000
Equity other than fund for general banking risks	1,844,356	1,814,193
Subscribed capital stock .....	1,187,460	1,187,460
Share premiums .....	343,002	343,002
Reserves .....	95,367	89,963
Revaluation variation .....	–	–
Regulated provisions and investment subsidies .....	–	–
Retained earnings .....	85,946	85,704
Net income for the year (provisional) .....	132,581	108,064
<b>Total Liabilities and Equity</b>	<b>95,095,613</b>	<b>106,770,598</b>

(\*)

- Of which un-audited net income for the first quarterly borrowing 2013 of 34,449 Euro K
- Of which unaudited net income for the first quarterly borrowing 2012 of 20,345 Euro K

In thousands of euros

Off-Balance Sheet	31 March 2013	31 March 2012
Commitments given :		
<i>Financing commitments</i> .....		
- Commitments in favour of banks	-	-
- Commitments in favour of customers	2,030,395	3,018,131
<i>Guarantee commitments</i> .....		
- Commitments from banks	-	-
- Commitments from customers	-	-
<i>Securities commitments</i> .....		
- Other commitments given	7,000	170,000
<i>Commitments given for Insurance activities</i> .....	-	-
Commitments received :		
<i>Financing commitments</i> .....		
- Commitments received from banks.....	4,099,572	4,064,966
<i>Guarantee commitments</i> .....		
- Commitments received from banks.....	7,102,026	6,444,580
<i>Securities commitments</i> .....		
- Other commitments received.....		20,000
<i>Commitments received from Insurance activities</i> .....	-	-

## TAXATION

### EU DIRECTIVE ON THE TAXATION OF SAVINGS INCOME

*The following is a summary limited to certain tax considerations applicable under the laws of the European Union relating to the Notes that may be issued under the Programme. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in or ownership and disposition of the Notes.*

On 3 June 2003, the European Council of Economic and Finance Ministers adopted the Directive 2003/48/EC on the taxation of savings income (the “**Directive**”). Pursuant to the Directive and subject to a number of conditions being met, Member States are required, since 1 July 2005, to provide to the tax authorities of another Member State, *inter alia*, details of payments of interest within the meaning of the Directive (interests, premiums or other debt income) made by a paying agent located within its jurisdiction to, or for the benefit of, an individual resident in that other Member State (the “**Disclosure of Information Method**”).

For these purposes, the term “paying agent” is defined widely and includes in particular any economic operator who is responsible for making interest payments, within the meaning of the Directive, for the immediate benefit of individuals.

However, throughout a transitional period, certain Member States (the Grand-Duchy of Luxembourg and Austria), instead of using the Disclosure of Information Method used by other Member States, unless the relevant beneficial owner of such payment elects for the Disclosure of Information Method, withhold an amount on interest payments. The rate of such withholding tax is 35 per cent. until the end of the transitional period.

Such transitional period will end at the end of the first full fiscal year following the later of (i) the date of entry into force of an agreement between the European Community, following a unanimous decision of the European Council, and the last of Switzerland, Liechtenstein, San Marino, Monaco and Andorra, providing for the exchange of information upon request as defined in the OECD Model Agreement on Exchange of Information on Tax Matters released on 18 April 2002 (the “**OECD Model Agreement**”) with respect to interest payments within the meaning of the Directive, in addition to the simultaneous application by those same countries of a withholding tax on such payments at the rate applicable for the corresponding periods mentioned above and (ii) the date on which the European Council unanimously agrees that the United States of America is committed to exchange of information upon request as defined in the OECD Model Agreement with respect to interest payments within the meaning of the Directive.

A number of non-EU countries and dependent or associated territories have agreed to adopt similar measures (transitional withholding or exchange of information) with effect since 1 July 2005.

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

### LUXEMBOURG - TAXATION

*The following is a summary limited to certain tax considerations in Luxembourg relating to the Notes that may be issued under the Programme and specifically contains information on taxes on the income from the securities withheld at source. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in or ownership and disposition of the Notes.*

#### **Withholding tax**

Under Luxembourg tax law currently in effect and with the possible exception of interest paid to individual Noteholders and to certain residual entities (as described below) there is no Luxembourg withholding tax on

payments of interest, including accrued but unpaid interest. There is also no Luxembourg withholding tax, with the possible exception of payments made to individual Noteholders, and to certain residual entities (as described below) upon repayment of principal in case of reimbursement, redemption, repurchase or exchange of the Notes.

## **Individuals**

### *Luxembourg non-residents*

Under the Luxembourg laws dated 21 June 2005 (the “Laws”) implementing the Directive and several agreements concluded between Luxembourg and certain dependent or associated territories of the European Union (“EU”), a Luxembourg based paying agent (within the meaning of the Laws) is required since 1 July 2005 to withhold tax on interest and other similar income paid by it to (or under certain circumstances, to the benefit of) an individual or certain residual entities resident or established in another Member State or in certain EU dependent or associated territories, unless the beneficiary of the interest payments elects for an exchange of information or, in case of an individual beneficiary, for the tax certificate procedure. Residual entities within the meaning of Article 4.2 of the Directive are entities established in a Member State or in certain EU dependent or associated territories which are not legal persons (the Finnish and Swedish companies listed in Article 4.5 of the Directive are not considered as legal persons for this purpose), whose profits are not taxed under the general arrangements for the business taxation and that are not, or have not opted to be considered as, UCITS recognised in accordance with Council Directive 85/611/EEC as replaced by the the Council Directive 2009/65/EC or similar collective investment funds located in Jersey, Guernsey, the Isle of Man, the Turks and Caicos Islands, the Cayman Islands, Montserrat or the British Virgin Islands.

The withholding tax rate is 35 per cent. The withholding tax system will only apply during a transitional period, the ending of which depends on the conclusion of certain agreements relating to information exchange with certain third countries.

### *Luxembourg residents*

A 10 per cent. withholding tax is levied on interest payments made by Luxembourg paying agents (defined in the same way as in the Directive) to Luxembourg individual residents or to certain residual entities (as described below) that secure interest payments on behalf of such individuals (unless such entities have opted either to be treated as UCITS recognised in accordance with the Council Directive 85/611/EC as replaced by the Council Directive 2009/65/EC or for the exchange of information regime).

Only interest accrued after 1 July 2005 falls within the scope of the withholding tax. Interest income from current and sight accounts (*comptes courants et à vue*) provided that the remuneration on these accounts is not higher than 0.75% are exempt from the withholding tax. Furthermore, interest which is accrued once a year on savings accounts (short and long term) and which does not exceed €250 per person and per paying agent is exempt from the withholding tax.

This withholding tax represents the final tax liability for the Luxembourg individual resident taxpayers.

## **Corporations**

There is no Luxembourg withholding tax for Luxembourg resident and non-resident corporations holders of the Notes on payments of interest (including accrued but unpaid interest).

## FRANCE – TAXATION

*The following is a summary limited to certain withholding tax considerations in France that may be relevant to holders or beneficial owners of Notes issued under the Programme who do not currently hold shares of the Issuer. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in or ownership and disposition of the Notes.*

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

### Notes issued as from 1 March 2010

Payments of interest and other revenues made by the Issuer with respect to Notes issued on or after 1 March 2010 (other than Notes (described below) which are assimilated (*assimilables*) with Notes issued prior to 1 March 2010 having the benefit of Article 131 *quater* of the French *Code général des impôts*) 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 Notes are made in a Non-Cooperative State, a 75 % 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*. Pursuant to the French tax administrative guidelines (BOI-INT-DG-20-50 n°990) dated 12 September 2012 (the “**Guidelines**”), the relevant payment is that made by a French paying entity (*établissement payeur*) within the meaning of Article 75 of Schedule II to the French *Code général des impôts* (the last French paying entity in case of a chain of payments) to an account opened in the books of an establishment located in a Non-Cooperative State (irrespective of the domicile, registered seat or place of establishment of the beneficiary).

Furthermore, interest and other revenues on such Notes 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 in such a Non-Cooperative State. Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 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* of the French *Code général des impôts*, at a rate of 30% or 75%.

Notwithstanding the foregoing, neither the 75% withholding tax nor the non-deductibility will apply in respect of a particular issue of Notes if the Issuer can prove that the principal purpose and effect of such issue of Notes 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 Guidelines, an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French *Code monétaire et financier* or pursuant to an equivalent offer other than in a Non-cooperative State. For this purpose, an “equivalent offer” means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or
- (ii) admitted to trading on a French or foreign regulated market or multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or
- (iii) admitted, at the time of their issue, to the clearing operations of a central depository or of a securities clearing and delivery and payments systems operator within the meaning of Article L.561-2 of the French *Code*

*monétaire et financier*, or of one or more similar foreign depositaries or operators provided that such depositary or operator is not located in a Non-Cooperative State.

Pursuant to Article 9 of the 2013 French Finance Law (*loi n°2012-1509 du 29 décembre 2012 de finances pour 2013*) subject to certain limited exceptions, interest received from 1 January 2013 by French tax resident individuals is subject to a 24% 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 tax at an aggregate rate of 15.5% on interest paid to French tax resident individuals.

#### **Notes issued before 1 March 2010 and Notes which are assimilated (*assimilables*) with Notes issued before 1 March 2010**

Payments of interest and other revenues with respect to (i) Notes issued (or deemed issued) outside France as provided under Article 131 *quater* of the French *Code général des impôts*, before 1 March 2010 and (ii) Notes which are assimilated (*assimilables*) with such Notes, will continue to be exempt from the withholding tax set out under Article 125 A III of the French *Code général des impôts*.

Notes issued before 1 March 2010, whether denominated in Euro or in any other currency, and constituting *obligations* under French law, or *titres de créances négociables* within the meaning of the French tax administrative guidelines (BOI-RPPM-RCM-30-10-30-30) dated 12 September 2012, or other debt securities issued under French or foreign law and considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France for the purpose of Article 131 *quater* of the French *Code général des impôts*, in accordance with the aforementioned administrative guidelines.

In addition, interest and other revenues paid by the Issuer on Notes issued before 1 March 2010 (or Notes issued after 1 March 2010 and which are to be assimilated (*assimilables*) with such Notes) will not be subject to the withholding tax set out in Article 119 *bis* of the French *Code général des impôts* solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

#### **FATCA WITHHOLDING**

Pursuant to the foreign account tax compliance provisions of the Hiring Incentives to Restore Employment Act of 2010 (“**FATCA**”), non-U.S. financial institutions that enter into agreements with the U.S. Internal Revenue Service (the “**IRS**”) (“**IRS Agreements**”) or become subject to provisions of local law intended to implement an intergovernmental agreement (“**IGA legislation**”) entered into pursuant to FATCA, may be required to identify “financial accounts” held by U.S. persons or entities with substantial U.S. ownership, as well as accounts of other financial institutions that are not themselves participating in (or otherwise exempt from) the FATCA reporting regime. In order (a) to obtain an exemption from FATCA withholding on payments it receives and/or (b) to comply with any applicable laws in its jurisdiction, a financial institution that enters into an IRS Agreement or is subject to IGA legislation may be required to (i) report certain information on its U.S. account holders to the government of the United States or another relevant jurisdiction and (ii) withhold 30 per cent. from all, or a portion of, certain payments made to persons that fail to provide the financial institution information and forms or other documentation that may be necessary for such financial institution to determine whether such person is compliant with FATCA or otherwise exempt from FATCA withholding.

Under FATCA, withholding is required with respect to payments to persons that are not compliant with FATCA or that do not provide the necessary information or documentation made on or after (i) 1 January 2014 in respect of certain US source payments, (ii) 1 January 2017, in respect of payments of gross proceeds (including principal repayments) on certain assets that produce US source interest or dividends and (iii) 1 January 2017 (at the earliest) in respect of “foreign passthru payments” and then only on “obligations” that are not treated as equity for U.S. federal income tax purposes and that are issued or materially modified on or after (a) 1 January 2014, and (b) if later, in the case of an obligation that pays only foreign passthru payments, the date that is six



months after the date on which the final regulations applicable to “foreign passthru payments” are filed in the Federal Register.

Whilst the Notes are in global or dematerialised form and held within Euroclear Bank S.A./N.V., Clearstream Banking, société anonyme or Euroclear France (together, the “**ICSDs**”), it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Issuer, any paying agent and the Common Depositary or Common Safekeeper, given that each of the entities in the payment chain beginning with the Issuer and ending with the ICSDs is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an intergovernmental agreement will be unlikely to affect the securities. The documentation expressly contemplates the possibility that the securities may go into definitive form and therefore that they may be taken out of the ICSDs. If this were to happen, then a non-FATCA compliant holder could be subject to withholding. However, definitive notes will only be printed in remote circumstances.

## SUBSCRIPTION AND SALE

Subject to the terms and the conditions contained in an amended and restated dealer agreement dated 26 June 2013 (the “**Amended and Restated Dealer Agreement**”) between the Issuer, the Permanent Dealers and the Arranger, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Amended and Restated Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for its expenses incurred in connection with the update of the Programme and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of Notes having a Specified Denomination of less than Euro 100,000 will be stated in the relevant Final Terms.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Amended and Restated Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

### **Selling Restrictions**

#### **Public Offer Selling Restriction under the Prospectus Directive**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “**Public Offer**”), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Public Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such final terms and the Issuer has consented in writing to its use for the purpose of that Public Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive ;
- (c) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, 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.

#### **France**

Each Dealer has represented and agreed that:

##### **(a) Offer to the public in France**

it has only made and will only make an offer of Notes to the public in France (i) on or after the date of publication of the prospectus relating to those Notes approved by the *Autorité des marchés financiers* (“**AMF**”) or (ii) when a prospectus has been approved by the competent authority of another Member State of the European Economic Area which has implemented the EU Prospectus Directive 2003/71/EC, on the date of notification of such approval to the AMF, all in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF, and ending at the latest on the date which is 12 months after the date of the approval of the Base Prospectus; or

##### **(b) Private Placement in France**

it has not offered or sold and will not offer or sell, directly or indirectly, any Notes 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, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes 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*) 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*.

If necessary these selling restrictions will be supplemented in the relevant Final Terms.

#### **United States**

The Notes have not been and will not be registered under the U.S. Securities Act and include Materialised Notes having a maturity of more than one year that are subject to U.S tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or, in the case of Materialised Notes, delivered within the United States or to U.S. persons. Each Dealer has agreed that it will not offer, sell or deliver the Notes except as permitted by the Amended and Restated Dealer Agreement.

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

#### **United Kingdom**

Each Dealer has represented, warranted and agreed that:

- (i) in relation to any Notes which have a maturity of less than one year from the date of their issue, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold

and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the “**FSMA**”) by the Issuer;

- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

### **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended) (the “**Financial Instruments and Exchange Act**”). Accordingly, each of the Dealers has represented, warranted and agreed that it has not, directly or indirectly, offered or sold and shall not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph I, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws, ministerial guidelines and regulations of Japan.

### **General**

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in a Supplement to the Prospectus.

No action has been taken in any jurisdiction that would permit an offer to the public of any of the Notes, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms and neither the Issuer nor any other Dealer shall have responsibility therefore.

Each of the Dealers and the Issuer has represented and agreed that Materialised Notes may only be issued outside France.

## FORM OF FINAL TERMS 1

### FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF NOTES WITH A DENOMINATION OF LESS THAN EURO 100,000 TO BE LISTED AND ADMITTED TO TRADING ON A REGULATED MARKET OR REGULATED MARKETS AND/OR OFFERED TO THE PUBLIC IN THE EUROPEAN ECONOMIC AREA

*[under review]*

**Final Terms dated [●]**

[LOGO, if document is printed]

#### **COMPAGNIE DE FINANCEMENT FONCIER**

Euro 125,000,000,000

Euro Medium Term Note Programme

for the issue of *Obligations Foncières*

Due from one month from the date of original issue

**SERIES NO: [●]**

**TRANCHE NO: [●]**

**[Brief Description and Amount of *Obligations Foncières*]**

**Issued by: COMPAGNIE DE FINANCEMENT FONCIER (the “Issuer”)**

Issue Price: [●] per cent.

**[Name(s) of Manager(s)]**

[Any person making or intending to make an offer of the Notes may only do so in those Public Offer Jurisdictions mentioned in Paragraph 11(vi) of Part B below, provided such person is [an Authorised Offeror] in that paragraph and that such offer is made during the Offer Period specified for such purpose therein: or (ii) otherwise in circumstances in which no obligation arises for the Issuer or any Dealer 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 Dealer 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 Directive 2010/73/EU, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State.]

## 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 26 June 2013 which received visa n°13-307 from the *Autorité des marchés financiers* (the “AMF”) on 26 June 2013 [and the supplement(s) to the Base Prospectus dated [•] which received visa n°[•] from the AMF on [•] (the “**Supplement[s]**”) which [together] constitute[s] a base prospectus for the purposes of the Directive 2003/71/EC, as amended by Directive 2010/73/EU (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]. A summary of the issue of the Notes is annexed to these Final Terms. 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 so supplemented]. The Base Prospectus [and the Supplement(s)] [is] [are] available for viewing on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)), and copies may be obtained from Compagnie de Financement Foncier, 4, Quai de Bercy, 94224 Charenton Cedex, France.

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus and/or an Offering Circular with an earlier date.]*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) which are the EMTN Previous Conditions which are incorporated by reference in the Base Prospectus dated 26 June 2013. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Directive 2003/71/EC as amended by Directive 2010/73/EU (the “**Prospectus Directive**”) and must be read in conjunction with the Base Prospectus dated 26 June 2013 which received visa n°13-307 from the AMF on 26 June 2013 [and the supplement(s) to the Base Prospectus dated [•] which received visa n°[•] from the AMF on [•] (the “**Supplement[s]**”), which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, including the EMTN Previous Conditions which are incorporated by reference in the Base Prospectus. A summary of the issue of the Notes is annexed to these Final Terms. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the [•] EMTN Previous Conditions and the Base Prospectus dated 26 June 2013 [and the Supplement[s]]. The Base Prospectus [and the Supplement[s]] [is][are] available for viewing at the office of the Fiscal Agent or each of the Paying Agents and, if relevant, on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)), and copies may be obtained from Compagnie de Financement Foncier 4, Quai de Bercy, 94224 Charenton Cedex, France.

*[Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]*

- |    |  |   |
|----|--|---|
| 1. | Issuer:  | Compagnie de Financement Foncier  |
| 2. | (i) Series Number:                             | [•]   |
|    | (ii) Tranche Number:                           | [•]   |
|    | (iii) Date on which the Notes become fungible: | [Not Applicable/ The Notes will be assimilated ( <i>assimilées</i> ) and form a single series with the existing [ <i>insert description of the Series</i> ] issued by the Issuer on [ <i>insert date</i> ] (the “ <b>Existing Notes</b> ”) as from the Issue Date of this Tranche.] |

3. Specified Currency or Currencies: [•]
4. Aggregate Nominal Amount:  
 (i) Series: [•]  
 (ii) [Tranche: [•]]
5. Issue Price: [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date],(if applicable)]
6. Specified Denominations: [•] (one denomination only for Dematerialised Notes)<sup>1</sup>
7. (i) Issue Date: [•]  
 (ii) Interest Commencement Date: [Specify/Issue Date/Not Applicable]
8. Maturity Date: [specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]
9. Interest Basis: [[•] per cent. Fixed Rate]  
 [EURIBOR/LIBOR/EONIA/CMS Rate/TEC10] +/- [•] per cent. Floating Rate]  
 [Fixed/Floating Rate]  
 [Zero Coupon]  
 [Inflation Linked Note – Fixed Interest/Inflation Interest]  
 [(further particulars specified below)]
10. Redemption Basis<sup>2</sup>: [Inflation Linked Notes – [Redemption at par/Inflation Redemption]] [Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [•] per cent. of their nominal amount / pursuant to Condition 6(e) (for Inflation Linked Notes, as the case may be)]
11. Change of Interest Basis: [Applicable (for Fixed/Floating Rate Notes) / Not Applicable]  
 [(Further particulars specified below in “Fixed/Floating Rate Note Provisions”)]
12. Put/Call Options: [Noteholder Put]  
 [Issuer Call]  
 [(further particulars specified below)]
13. Maximum/Minimum Rates of Interest, Final Redemption Amounts and/or Optional Redemption Amounts [Applicable/Not Applicable] (If not applicable, delete the remaining sub

<sup>1</sup> Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA and having a maturity of less than one year must have a minimum denomination of Sterling 100,000 (or its equivalent in other currencies).

<sup>2</sup> If the Final Redemption Amount is less than 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

	<i>paragraphs of this paragraph)</i>
<b>Maximum Rate of Interest:</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub paragraphs of this paragraph)</i>
(i) Fixed Percentage:	[•/Not Applicable]
(ii) Variable Rate:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub paragraphs of this paragraph)</i>
(iii) Manner in which the Benchmark Rate is to be determined:	[Screen Rate Determination][ISDA Determination]
(iv) Screen Rate Determination:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub paragraphs of this paragraph)</i>
- Benchmark Rate:	[•]
- ISDA Definitions:	[•]
- Reference Banks:	[•]
- Relevant Inter-Bank Market:	[•]
- Relevant Screen Page:	[•]
- Relevant Screen Page Time:	[•]
- Specified Currency:	[•]
(v) ISDA Determination:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub paragraphs of this paragraph)</i>
- Floating Rate Option:	[•]
- Designated Maturity:	[•]
- Reset Date:	[•]
(vi) Margin:	[•]
<b>Minimum Rate of Interest:</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub paragraphs of this paragraph)</i>
(i) Fixed Percentage:	[•/Not Applicable]
(ii) Variable Rate:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub paragraphs of this paragraph)</i>
(iii) Manner in which the Benchmark Rate is to be determined:	[Screen Rate Determination][ISDA Determination]
(iv) Screen Rate Determination:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub paragraphs of this paragraph)</i>
- Benchmark Rate:	[•]
- ISDA Definitions:	[•]



- Reference Banks:	[•]
- Relevant Inter-Bank Market:	[•]
- Relevant Screen Page:	[•]
- Relevant Screen Page Time:	[•]
- Specified Currency:	[•]
(v) ISDA Determination:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub paragraphs of this paragraph)</i>
- Floating Rate Option:	[•]
- Designated Maturity:	[•]
- Reset Date:	[•]
(vi) Margin:	[•]
<b>Maximum Final Redemption Amount:</b>	[•/Not Applicable]
<b>Minimum Final Redemption Amount:</b>	[•/Not Applicable]
<b>Maximum Optional Redemption Amount:</b>	[•/Not Applicable]
<b>Minimum Optional Redemption Amount:</b>	[•/Not Applicable]
14. (i) Status of the Notes:	[Obligations Foncières]
(ii) Dates of the corporate authorisations for issuance of Notes obtained:	Decision of the <i>Conseil d'administration</i> of Compagnie de Financement Foncier dated [•] authorising the issue of the Notes and authorising, <i>inter alios</i> , its <i>Président Directeur Général</i> and its <i>Directeur Général Délégué</i> to sign and execute all documents in relation to the issue of Notes, and decision of the <i>Conseil d'administration</i> of the Issuer dated [•] authorising the quarterly programme of borrowings which benefit from the <i>privilège</i> referred to in Article L. 515-19 of the French <i>Code monétaire et financier</i> up to and including Euro [•] billion for the [•] quarter of 200[•].

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

15. <b>Fixed Rate Note Provisions</b>	[Applicable/Applicable for the purposes of the interest on the Inflation Linked Note/Applicable as the Pre Switch Rate/Applicable as the Post Switch Rate/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Rate [(s)] of Interest:	[•] per cent. per annum with respect to each Interest Accrual Period][The Rates of Interest set out in the following table][payable [annually/semi-annually/quarterly/monthly] in

arrear[:]

Relevant Interest Rate of Interest:  
Accrual Period:

[•] [•]  
(Specify relevant (Specify relevant Rate  
Interest Accrual of Interest  
Period) corresponding to the  
Interest Accrual  
Period)

(ii) Interest Payment Date(s): [•] in each year [adjusted in accordance with  
[specify Business Day Convention and any  
applicable Business Centre(s) for the  
definition of "Business Day"/not adjusted]  
(Note that this item relates to interest period  
end dates and not to the date and place of  
payment, to which item 25 relates)

(iii) Interest Period Date(s): [•]  
(Not applicable unless different from Interest  
Payment Date)

(iv) Fixed Coupon Amount [(s)]: [•] per [•] in nominal amount

(v) Broken Amount(s): [•] payable on the Interest Payment Date  
falling in/on [•]

(vi) Day Count Fraction (Condition 5(a)): [Actual/Actual / Actual/Actual – ISDA /  
Act/Act / Act/Act (ISDA) / Actual/365 – FBF  
/ Actual/Actual – FBF / Actual/Actual-ICMA  
/ Actual/365 (Fixed) / Actual/360 / 30/360 /  
360/360 (Bond Basis) / 30E/360 / Eurobond  
Basis / 30E/360 (ISDA)]

(vii) Determination Date(s) (Condition 5(a)): [•] in each year (*insert regular Interest  
Payment Dates, ignoring Issue Date or  
Maturity Date in the case of a long or short  
first or last Coupon. N.B. only relevant where  
Day Count Fraction is Actual/Actual (ICMA)*)

## 16. Floating Rate Note Provisions

[Applicable/Applicable as the Pre Switch  
Rate/Applicable as the Post Switch Rate/Not  
Applicable] (*If not applicable, delete the  
remaining sub-paragraphs of this paragraph*)

(i) Interest Period(s): [•]

(ii) Specified Interest Payment Dates: [•]

(iii) First Interest Payment Date: [•]

(iv) Interest Period Date: [•] (*not applicable unless different from  
Interest Payment Date*)

(v) Business Day Convention: [Following Business Day Convention/

- Following Business Day Except the Following Month Convention/Preceding Business Day Convention/other (give details)]. (Note that this item relates to interest period end dates and not to the date and place of payment, to which item 25 relates)
- (vi) Business Centre(s) (Condition 5(a)): [•]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/FBF Determination/ISDA Determination]
- (viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [•]
- (ix) Screen Rate Determination (Condition 5(c)(iii)(C)): [•]
- Reference Rate: [EURIBOR/LIBOR/EONIA/CMS Rate/TEC10]
- Interest Determination Date: [•] *[TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]*, subject to adjustment in accordance with [Following Business Day Convention/ Following Business Day Except the Following Month Convention/Preceding Business Day Convention].]
- Relevant Screen Page: [•]
- [Relevant Currency: [•]]
- [Relevant Financial Centre: [•]]
- [Designated Maturity: [•]]
- [Specified Time: [•]]
- (x) FBF Determination (Condition 5(c)(iii)(A)): [•]
- Floating Rate: [•]
- Floating Rate Determination Date (*Date de Détermination du Taux Variable*): [•]
- FBF Definitions: (if different from those set out in the Conditions): [•]
- (xi) ISDA Determination (Condition 5(c)(iii)(B)):
- Floating Rate Option: [•]
  - Designated Maturity: [•]
  - Reset Date: [•]

- (xii) Margin(s): [+/-] [•] per cent. per annum
- (xiii) Minimum Rate of Interest: [Not Applicable] / [•] per cent. per annum
- (xiv) Maximum Rate of Interest: [Not Applicable] / [•] per cent. per annum
- (xv) Day Count Fraction (Condition 5(a)): [Actual/Actual / Actual/Actual – ISDA / Act/Act / Act/Act (ISDA) / Actual/365 – FBF / Actual/Actual – FBF / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
- (xvi) Determination Date(s) (Condition 5(a)): [•] in each year (*insert regular Interest Payment Dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last Coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)*)

**17. Zero Coupon Note Provisions**

[Applicable/Not Applicable] (*If Not Applicable, delete the remaining subparagraphs of this paragraph*)

- (i) Amortisation Yield (Condition 6(f)): [•] per cent. per annum
- (ii) Day Count Fraction (Condition 5(a)): [Actual/Actual / Actual/Actual – ISDA / Act/Act / Act/Act (ISDA) / Actual/365 – FBF / Actual/Actual – FBF / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
- (iii) Determination Date(s) (Condition 5(a)): [•] in each year (*insert regular Interest Payment Dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last Coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)*)

**18. Inflation Linked Note Interest Provisions**

[Inflation Linked Notes – Fixed Interest Applicable/Inflation Linked Notes – Inflation Interest Applicable/Not Applicable] (*If Not Applicable, delete the remaining subparagraphs of this paragraph*)

[(*If Inflation Linked Notes – Fixed Interest is Applicable add the following*) (see [14] of these Final terms for details as to the Rate of Interest applicable)]

- (i) Index: [CPI/HICP]
- (ii) Calculation Agent responsible for calculating the interest due (if not the Calculation Agent): [•]
- (iii) Interest Period(s): [•]
- (iv) Interest Payment Date(s): [•]
- (v) Interest Period Date(s): [•]

(Not applicable unless different from Interest Payment Date)

- (vi) Interest Determination Date: [•]
- (vii) Base Reference: [CPI/HICP] Daily inflation Reference Index applicable on [specify date] (amounting to: [•])
- (viii) Business Centre(s) (Condition 5(a)): [•]
- (ix) Minimum Rate of Interest: [Not Applicable]/[•] per cent. per annum
- (x) Maximum Rate of Interest: [Not Applicable]/[•] per cent. per annum
- (xi) Day Count Fraction (Condition 5(a)): [Actual/Actual / Actual/Actual – ISDA / Act/Act / Act/Act (ISDA) / Actual/365 – FBF / Actual/Actual – FBF / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
- (xii) Determination Date(s) (Condition 5(a)): [•] in each year (*insert regular Interest Payment Dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last Coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)*)

#### 19. Fixed/Floating Rate Note Provisions

[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)

- (i) Issuer Change of Interest Basis: [Applicable/Not Applicable]
- (ii) Automatic Change of Interest Basis: [Applicable/Not Applicable]
- (iii) Pre Switch Rate: Determined in accordance with [Condition 5(b), as though the Note was a Fixed Rate Note/Condition 5(c), as though the Note was a Floating Rate Note] with further variables set out in line item [•] of these Final Terms
- (iv) Post Switch Rate: Determined in accordance with [Condition 5(b), as though the Note was a Fixed Rate Note/Condition 5(c), as though the Note was a Floating Rate Note] with further variables set out in line item [•] of these Final Terms
- (v) Switch Date: [•]
- (vi) Minimum notice period required for notice from the Issuer: [•] Business Days prior to the Switch Date

#### PROVISIONS RELATING TO REDEMPTION

#### 20. Call Option

[Applicable/Not Applicable] (*If Not Applicable, delete the remaining subparagraphs of this paragraph*)

- (i) Optional Redemption Date(s): [•]

- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [Redemption at par][Zero Coupon Redemption] [Inflation Linked Notes – Inflation Redemption] (The method of calculation of such amount(s) is determined in Condition 6(c))
- (iii) If redeemable in part:
  - (a) Minimum Redemption Amount to be redeemed: [•]
  - (b) Maximum Redemption Amount to be redeemed: [•]
- (iv) Notice period: [•]

**21. Put Option**

[Applicable/Not Applicable]  
 (If not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [Redemption at par][Zero Coupon Redemption] [Inflation Linked Notes – Inflation Redemption] (The method of calculation of such amount(s) is determined in Condition 6(d))
- (iii) Notice Period: [•]

**22. Final Redemption Amount of each Note<sup>1</sup>**

[[•]] per Note of [•] Specified Denomination (for fungible issues of Notes only)[Redemption at par] [Inflation Linked Notes – Redemption at par][Inflation Linked Notes – Inflation Redemption (see line item [•] for more details)]

Inflation Linked Notes – Provisions relating to the Final Redemption Amount: [Applicable/Not Applicable]  
 (If not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Determination date of IIR: [•] Business Days prior to the Maturity Date
- (ii) Index: [CPI/HICP]
- (iii) Final Redemption Amount in respect of Inflation Linked Notes: [Condition 6(d) applies]
- (iv) Base Reference: [CPI/HICP] Daily Inflation Reference Index applicable on [specify date] (amounting to: [•])
- (v) Inflation Index Ratio (IIR): [•]

<sup>1</sup> If the Final Redemption Amount is less than 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

- (vi) Party responsible for calculating the Rate of Interest and/or Interest Amount(s) (if not the Calculation Agent): [•]

### 23. Optional Redemption Amount

- Inflation Linked Notes – Provisions relating to the Optional Redemption Amount:** [Applicable / Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Index: [CPI/HICP]
- (ii) Optional Redemption Amount in respect of Inflation Linked Notes: [Condition 6(f)(ii) applies]
- (iii) Base Reference: [CPI/HICP] Daily Inflation Reference Index applicable on [*specify date*] (amounting to: [•])
- (iv) Inflation Index Ratio: [•]
- (v) Party responsible for calculating the Rate of Interest and/or Interest Amount(s) (if not the Calculation Agent): [•]

### GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes: [Dematerialised Notes/ Materialised Notes]  
*(Materialised Notes are only in bearer form)*  
*[Delete as appropriate]*
- (i) Form of Dematerialised Notes: [Not Applicable/*specify whether* Bearer dematerialised form (*au porteur*) / Administered Registered dematerialised form (*au nominatif administré*) / Fully Registered dematerialised form (*au nominatif pur*)]
- (ii) Registration Agent: [Not Applicable/Applicable] *if applicable give name and details* (note that a registration agent must be appointed in relation to Fully Registered Dematerialised Notes only)
- (iii) Temporary Global Certificate: [Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Notes on [•] (the “**Exchange Date**”), being 40 days after the Issue Date subject to postponement as specified in the Temporary Global Certificate]
- (iv) Applicable TEFRA exemption: [C Rules/D Rules/Not Applicable] *(Only applicable to Materialised Notes)*
25. Financial Centre(s) (Condition 7(h)) or other special provisions relating to Payment Dates: [Not Applicable/*Give details*]. *(Note that this item relates to the date and place of payment, and not interest period end dates, to which*

Adjusted Payment Date (Condition 7(h)):	<i>items 15(ii), 16(ii) and 18(iv) relate</i> [The next following business day unless it would thereby fall into the next calendar month, in which such event such date shall be brought forward to the immediately preceding business day.] [The immediately preceding business day]/[Other* ]
26. Talons for future Coupons to be attached to Definitive Materialised Notes (and dates on which such Talons mature):	[Yes/No/Not Applicable. <i>If yes, give details</i> ] (Only applicable to <i>Materialised Notes</i> )
27. Redenomination, renominatisation and reconventioning provisions:	[Not Applicable/The provisions [in Condition 1(d)] apply]
28. Consolidation provisions:	[Not Applicable/The provisions [in Condition 12(b)] apply]
29. Representation of holders of Notes <i>Masse</i> (Condition 10):	[[Full <i>Masse</i> ]/[Contractual <i>Masse</i> ] shall apply] ( <i>Note that: (i) in respect of any Tranche of Notes issued outside France, Condition 10 (a)(ii) (Contractual Masse) may be elected by the Issuer; (ii) in respect of any Tranche of Notes issued inside France, Condition 10 (a) (i) (Full Masse) shall apply.</i> ) Name and address of the Representative: [●] Name and address of the alternate Representative: [●] The Representative will receive no remuneration/The Representative will receive a remuneration of [●]

## PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [public offer in the Public Offer Jurisdictions] [and] [admission to trading on [*specify relevant regulated market*] of the Notes described herein] pursuant to the Euro 125,000,000,000 Euro Medium Term Note Programme of Compagnie de Financement Foncier.

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[●] has been extracted from [●]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced inaccurate or misleading. ]

Signed on behalf of the Issuer:

Duly represented by:

\* In the market practice, if any date for payment in respect of Fixed Rate Notes, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day (as defined in Condition 7(h)).



## PART B – OTHER INFORMATION

### 1. LISTING

- (i) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris] / [the Official List of the Luxembourg Stock Exchange] / [*specify relevant regulated market*] with effect from [•].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris] / [the Official List of the Luxembourg Stock Exchange] / [*specify relevant regulated market*]] with effect from [•].] [Not Applicable.]
- (Where documenting a fungible issue, need to indicate that original securities are already listed and admitted to trading.)*
- (ii) Regulated markets or equivalent markets on which, to the knowledge of the issuer, securities of the same class of the securities to be offered or admitted to trading are already admitted to trading: [•]

### 2. TERMS AND CONDITIONS OF THE OFFER

- Offer Price: [Issue Price][*specify*]
- Conditions to which the offer is subject: [Not Applicable/*give details*]
- Offer Period (including any possible amendments): [*specify*]
- Description of the application process: [Not Applicable/*give details*]
- Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [Not Applicable/*give detail*]
- Details of the minimum and/or maximum amount of application: [Not Applicable/*give details*]
- Details of the method and time limits for paying up and delivering the Notes: [Not Applicable/*give details*]
- Manner in and date on which results of the offer are to be made public: [Not Applicable/*give details*]
- Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not Applicable/*give details*]

Whether tranche(s) have been reserved for certain countries:	[Not Applicable/ <i>give details</i> ]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable/ <i>give details</i> ]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable/ <i>give details</i> ]
Consent of the Issuer to use the Prospectus during the Offer Period:	[Not Applicable / Applicable with respect to any Authorised Offeror specified below]
Authorised Offeror(s) in the various countries where the offer takes place:	[Not Applicable / <i>Name(s) and address(es) of the financial intermediary(ies) appointed by the Issuer to act as Authorised Offeror(s)/ Any financial intermediary which satisfies the conditions set out below in item “Conditions attached to the consent of the Issuer to use the Prospectus”</i> ]
Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.	[None/ <i>give details</i> ]
Conditions attached to the consent of the Issuer to use the Prospectus:	[Not Applicable / <i>Where the Issuer has given a general consent to any financial intermediary to use the Prospectus, specify any additional conditions to or any condition replacing those set out on pages 5 and 6 of the Base Prospectus or indicate “See conditions set out in the Base Prospectus”. Where Authorised Offeror(s) have been designated herein, specify any condition</i> ]

### 3. [SPECIFIC CONTROLLER

The specific controller (*contrôleur spécifique*) of the Issuer has certified on [•] [and on [•]] that the value of the assets of the Issuer will be greater than the value of its liabilities benefiting from the *privilège* defined in Article L.515-19 of the *Code monétaire et financier*, after settlement of this issue and of the issues which have been the subject of previous attestations and that the coverage ratio of the Issuer is compliant with the minimum overcollateral ratio specified in Article R.515-7-2 of the *Code monétaire et financier*.]

### 4. RATINGS

Ratings: The Programme has been rated Aaa by Moody’s Investors Service (“**Moody’s**”) and AAA by Standard & Poor’s Ratings Services (“**S&P**”).

For Moody’s, Notes issued under the Programme are deemed to have the same rating as the Programme, investors are invited to check on a regular basis the rating assigned to the Programme which is publicly disclosed via Moody’s rating desk or moodys.com.

The Notes issued under the Programme will be rated

AAA by S&P<sup>1</sup> and by Fitch Ratings (“**Fitch**”)\*\*.

[[Each of [S&P] [Moody’s] [and Fitch] is established in the European Union and registered under Regulation (EU) No 1060/2009 (as amended) (the “**CRA Regulation**”). As such, each of [S&P] [Moody’s] [and Fitch] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation ([www.esma.europa.eu/page/List-registered-and-certified-CRAs](http://www.esma.europa.eu/page/List-registered-and-certified-CRAs)).]

*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

## 5. [NOTIFICATION]

The *Autorité des marchés financiers* in France [has been requested to provide/has provided - *include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues*] the [*include names of competent authorities of host Member States*] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.]

## 6. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

["Save as discussed in ["Subscription and Sale"] so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."]

*[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]*

## 7. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i) Reasons for the offer:

[•]

*(See "Use of Proceeds" wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]*

[(ii)] Estimated net proceeds:

[•]

*(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)*

<sup>1</sup> An obligation rated “AAA” has the highest rating assigned by Standard & Poor’s Rating Services. The obligor capacity to meet its financial commitment on the obligation is extremely strong (source: Standard & Poor’s Ratings Services). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency without notice.

\*\* “AAA” ratings denote the lowest expectation of credit risk. They are assigned only in case of exceptionally strong capacity for timely payment of financial commitments. This capacity is highly unlikely to be adversely affected by foreseeable events (source: Fitch Ratings).

[(iii)] Estimated total expenses: **[•]** *[Include breakdown of expenses.]*  
*(If the Notes are derivative securities to which Annex 12 of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)*

**8. [Fixed Rate Notes only – YIELD]**

Indication of yield: **[•]**  
Calculated as *[include details of method of calculation in summary form]* on the Issue Date]

**9. [Floating Rate Notes only - HISTORIC INTEREST RATES]**

Details of historic [LIBOR/EURIBOR/EONIA/CMS Rate/TEC10] rates can be obtained from [Reuters].]

**10. [Inflation Linked Notes only – PERFORMANCE OF INDEX AND OTHER INFORMATION CONCERNING THE UNDERLYING]**

(i) Name of underlying index: **[•]**

(ii) Information about the index, its volatility and past and future performance can be obtained: **[•]**

The Issuer [intends to provide post-issuance information *[specify what information will be reported and where it can be obtained]*] [does not intend to provide post-issuance information].

**11. DISTRIBUTION**

(i) Method of distribution **[Syndicated / Non-syndicated]**

(ii) If syndicated:

(A) names and addresses of Managers and underwriting commitments:

**[Not Applicable/give names, addresses and underwriting commitments]**

*(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)*

(B) Date of Subscription Agreement:

**[•]**

(C) Stabilising Manager(s) (if any):

**[Not Applicable/give name(s) and address(es)]**

(iii) If non-syndicated, name and address of Dealer: **[Not Applicable/give name and address]**

(iv) Total commission and concession: **[•]** per cent. of the Aggregate Nominal Amount.

(v) Additional selling restrictions: **[Not Applicable/give details]**

(vi) Non-exempt offer: **[Not Applicable]** [An offer of the Notes may be made by the Managers [and *[specify, if applicable]*] other than pursuant to Article 3(2) of the Prospectus Directive in *[specify relevant Member State(s) - which must be jurisdictions where the Prospectus and any*

*supplements have been passported]* (“**Public Offer Jurisdiction(s)**”) during the period from [*specify date*] until [*specify date*] (“**Offer Period**”).

## 12. OPERATIONAL INFORMATION

ISIN Code:

Common Code:

Depositories:

(i) Euroclear France to act as Central Depository  [Yes/No]

(ii) Common Depository for Euroclear Bank S.A./N.V. and Clearstream Luxembourg  [Yes/No]

Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s):

[Not Applicable/*give name(s) and number(s) [and address(es)]*]

Delivery:

Delivery  [against/free of] payment

Names and addresses of additional Paying Agent(s) (if any):

The aggregate principal amount of Notes issued has been translated into Euro at the rate of [*currency*]  per Euro 1.00, producing a sum of:

[Not Applicable/Euro ] (*Only applicable for Notes not denominated in Euro*)

**[ANNEX-ISSUE SPECIFIC SUMMARY]**

*[insert the issue specific summary]*

**CERTIFICATE OF THE SPECIFIC CONTROLLER RELATING TO THE RESPECT OF  
THE COVER RATIO WITHIN THE FRAMEWORK OF THE NOTE ISSUANCE OF AT  
LEAST EUR 500 MILLION**

To the Directors of Compagnie de Financement Foncier,

In our capacity of specific controller (*contrôleur spécifique*) of your company and pursuant to the provisions set forth in Articles L.515-30 and R.515-13 of the French Monetary and Financial Code, we have verified the compliance with the rules provided for in Articles L.515-20 and R.515-7-2 pursuant to the French Monetary and Financial Code within the framework of the note issuance of at least €500 million.

In a decision dated [•], the board of directors of Compagnie de Financement Foncier set the maximum amount of the issuance programme benefiting from the statutory privileged right of payment set forth in Article L.515-19 of the French Monetary and Financial Code at EUR [•] billion, for the period from [•] to [•] 20[•].

Within the scope of this quarterly issuance programme, in a decision dated [•] 20[•], the [•] of Compagnie de Financement Foncier approved a note issuance benefiting from the statutory privileged right of payment set forth in Article L.515-19 of the French Monetary and Financial Code, for an amount of [•].

Article L.515-20 of the French Monetary and Financial Code states that the total amount of assets held by *sociétés de crédit foncier* must be greater than the amount of liabilities benefiting from the privileged right of payment mentioned in Article L.515-19 of such code. Furthermore, Article R.515-7-2 of such code provides that *sociétés de crédit foncier* must all the time maintain a cover ratio of at least 102 per cent. of their assets to the total amount of their liabilities benefiting from the statutory privileged right.

It is our responsibility to certify the compliance with such rules for the issuance at stake.

Compliance with these rules, after taking into account the aforementioned note issuance, was verified on the basis of estimated and forecasted financial data, drawn up under your responsibility. The forecasted financial data were drawn up on the basis of assumptions which reflect the position that you deemed to be most likely as of the date of the issuance at stake. This information is presented in an appendix to this report.

We performed our review in accordance with the standards procedures issued in the professional rules and practises of the *Compagnie Nationale des Commissaires aux Comptes* (National Association of Statutory Auditors) that are applicable to this type of assessment.

Our work consisted in:

- verifying the conformity for the amount of the note issuance with the decision authorizing this issue,
- examining the process of presenting the forecasted financial data including the aforementioned issue, considering that, as the forecasts are uncertain by nature, the actual results could differ significantly from the forecasted data presented,

- verifying the methods for calculating the forecasted cover ratio provided for in Regulation no. 99-10 of the French Banking and Financial Regulations Committee and Instruction 2011-I-06 of *Autorité de Contrôle Prudentiel*,
- verifying compliance with the rules set forth in Articles L.515-20 and R.515-7-2 of the French Monetary and Financial Code, based on the forecasted financial data.

Based on our work, we have no comments with respect to the compliance by Compagnie de Financement Foncier with Articles L.515-20 and R.515-7-2 of the French Monetary and Financial Code, after taking into account of the aforementioned note issuance.

This certificate is established for your only attention and should not be used, transmitted or quoted for any other purposes.

Paris, [•], 20[•]

The Specific Controller

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**CAILLIAU DEDOUT ET ASSOCIES**

**Laurent BRUN**





*APPENDIX*

Figures after taking into account the notes issues for the period from [•] [•] to [•] [•] including the present note issuance of [•] (value date [•][•])

In million of EUR	Estimated figures	Forecasted Figures
	As of [•] [•]	As of [•] [•]
Total application of funds	[•]	[•]
Total of weighted assets	[•]	[•]
Total sources of funds that qualify for the privileged right mentioned in Article L. 515-19 of the French Monetary and Financial Code	[•]	[•]

The original certificate in French reads:

The original certificate in French reads:

Au Conseil d'administration de la Compagnie de Financement Foncier,

En notre qualité de Contrôleur Spécifique de la Compagnie de Financement Foncier et en exécution des dispositions prévues par les articles L.515-30 et R.515-13 du Code monétaire et financier, nous avons procédé à la vérification du respect des règles relatives au ratio de couverture prévues aux articles L.515-20 et R.515-7-2 du Code monétaire et financier dans le cadre de l'émission d'obligations foncières d'une valeur unitaire au moins égale à 500 millions d'euros.

Par décision en date du [•] 20[•], le Conseil d'administration de la Compagnie de Financement Foncier a fixé le plafond maximum du programme d'émissions de ressources bénéficiant du privilège institué par l'article L.515-19 du Code monétaire et financier, à [•] d'euros, pour la période allant du [•] au [•] 20[•].

Dans le cadre de ce programme trimestriel d'émissions, par décision en date du [•], le [•] de la Compagnie de Financement Foncier a autorisé une émission de ressources bénéficiant du privilège institué par l'article L.515-19 du Code monétaire et financier, pour un montant de [•] d'euros.

L'article L.515-20 du Code monétaire et financier dispose que le montant total des éléments d'actif des sociétés de crédit foncier doit être supérieur au montant des éléments de passif bénéficiant du privilège mentionné à l'article L.515-19 de ce code. En outre, l'article R.515-7-2 de ce code dispose que les sociétés de crédit foncier sont tenues de respecter à tout moment un ratio de couverture des ressources privilégiées par les éléments d'actifs au moins égal à 102%.

Il nous appartient d'attester du respect de ces règles au titre de la présente opération.

Le respect de ces règles, après prise en compte de l'émission susvisée, a été vérifié sur la base d'informations financières estimées et prévisionnelles établies sous votre responsabilité. Les informations prévisionnelles ont été établies à partir des hypothèses traduisant la situation future que vous avez estimé la plus probable à la date de la présente émission. Ces informations sont jointes à la présente attestation.

Nous avons mis en œuvre les diligences que nous avons estimé nécessaires au regard de la doctrine professionnelle de la Compagnie Nationale des Commissaires aux Comptes relative à cette mission.

Nos travaux ont consisté à :

- vérifier la conformité du montant de l'émission visée ci-dessus avec le procès-verbal de l'organe autorisant cette émission ;
- examiner le processus d'élaboration des données financières prévisionnelles tenant compte de la présente émission, étant rappelé que, s'agissant de prévisions présentant par nature un caractère incertain, les réalisations différeront parfois de manière significative, des informations prévisionnelles établies ;
- vérifier les modalités de calcul du ratio de couverture issu de ces données prévisionnelles, telles qu'elles sont prévues par les dispositions du règlement 99-10 du CRBF et par l'instruction 2011-I-06 de l'Autorité de Contrôle Prudential ;

- vérifier le respect des règles prévues aux articles L.515-20 et R.515-7-2 sur la base de ces données financières prévisionnelles.

Sur la base de nos travaux, nous n'avons pas d'observation à formuler sur le respect, par la Compagnie de Financement Foncier, des dispositions prévues aux articles L.515-20 et R.515-7-2 du code monétaire et financier, après prise en compte de la présente émission visée ci-dessus.

Cette attestation est établie à votre attention dans le contexte décrit ci-avant et ne doit pas être utilisée, diffusée ou citée à d'autres fins.

Paris, le [•] 20[•]  
Le Contrôleur Spécifique

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**CAILLIAU DEDOUT ET ASSOCIES**

**Laurent BRUN**



**ANNEXE**

**Montants après prise en compte des émissions obligataires réalisées du [•] [•] au [•] [•], y compris la présente émission de [•] (date de règlement [•] [•])**

<b>En million d'euros</b>	<b>Estimé</b>	<b>Prévisionnel</b>
	<b>Au [•] [•]</b>	<b>Au [•] [•]</b>
Total des emplois	[•]	[•]
Total des emplois pondérés	[•]	[•]
Total des ressources bénéficiant du privilège mentionné à l'article L. 515-19 du Code monétaire et financier	[•]	[•]

## FORM OF FINAL TERMS 2

### FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF NOTES WITH A DENOMINATION OF AT LEAST EURO 100,000 TO BE LISTED AND ADMITTED TO TRADING ON A REGULATED MARKET

*[under review]*

**Final Terms dated [•]**

[LOGO, if document is printed]

**COMPAGNIE DE FINANCEMENT FONCIER**

Euro 125,000,000,000

Euro Medium Term Note Programme

for the issue of *Obligations Foncières*

Due from one month from the date of original issue

**SERIES NO: [•]**

**TRANCHE NO: [•]**

**[Brief Description and Amount of *Obligations Foncières*]**

**Issued by: COMPAGNIE DE FINANCEMENT FONCIER (the “Issuer”)**

Issue Price: [•] per cent.

**[Name(s) of Manager(s)]**

#### **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 26 June 2013 which received visa n°13-307 from the *Autorité des marchés financiers* (the “AMF”) on 26 June 2013 [and the supplement(s) to the Base Prospectus dated [•] which received visa n°[•] from the AMF on [•] (the “**Supplement[s]**”) ] which [together] constitute[s] a base prospectus for the purposes of the Directive 2003/71/EC, as amended Directive 2010/73/EU (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 so supplemented]. The Base Prospectus [and the

Supplement(s) [is] [are] available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the website of the AMF (www.amf-france.org), and copies may be obtained from [Compagnie de Financement Foncier, 4, Quai de Bercy, 94224 Charenton Cedex, France].

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus and/or an Offering Circular with an earlier date.]*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) which are the EMTN Previous Conditions which are incorporated by reference in the Base Prospectus dated 26 June 2013. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Directive 2003/71/EC as amended by Directive 2010/73/EU) (the “**Prospectus Directive**”) and must be read in conjunction with the Base Prospectus dated 26 June 2013 which has received visa n°13-307 from the AMF on 26 June 2013 [and the supplement(s) to the Base Prospectus dated [•] which received visa n°[•] from the AMF on [•] (the “**Supplement[s]**”), which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, including the EMTN Previous Conditions which are incorporated by reference in the Base Prospectus. A summary of the issue of the Notes is annexed to these Final Terms. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the EMTN Previous Conditions and the Base Prospectus dated 26 June 2013 [and the Supplement(s). The Base Prospectus [and the Supplement(s)] [is] [are] available for viewing on the website of the AMF (www.amf-france.org), and copies may be obtained from Compagnie de Financement Foncier, 4, Quai de Bercy, 94224 Charenton Cedex, France.

*[Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]*

1	Issuer:	Compagnie de Financement Foncier
2	(i) Series Number:	[•]
	(ii) Tranche Number:	[•]
	(iii) Date on which the Notes become fungible:	[Not Applicable/ The Notes will be assimilated ( <i>assimilées</i> ) and form a single series with the existing [ <i>insert description of the Series</i> ] issued by the Issuer on [ <i>insert date</i> ] (the “ <b>Existing Notes</b> ”) as from the Issue Date of this Tranche.]
3	Specified Currency or Currencies:	[•]
4	Aggregate Nominal Amount of Notes listed and admitted to trading:	
	(i) Series:	[•]
	(ii) [Tranche:	[•]]
5	Issue Price:	[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [ <i>insert date</i> ] ( <i>if applicable</i> )]

6	Specified Denominations:	[•] <i>(one denomination only for Dematerialised Notes)</i> <sup>1</sup>
7	(i) Issue Date:	[•]
	(ii) Interest Commencement Date:	[Specify/Issue Date/Not Applicable]
8	Maturity Date:	<i>[specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]</i>
9	Interest Basis:	[[•] per cent. Fixed Rate] [EURIBOR/LIBOR/EONIA/CMS Rate/TEC10 ] +/- [•] per cent. Floating Rate] [Fixed/Floating Rate] [Zero Coupon] [Inflation Linked Note – Fixed Interest/Inflation Interest] <i>[(further particulars specified below)]</i>
10	Redemption Basis <sup>2</sup> :	[Inflation Linked Notes – [Redemption at par/Inflation Redemption]]Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [•] per cent. of their nominal amount/ pursuant to Condition 6(e) <i>(for Inflation Linked Notes, as the case may be)</i>
11	Change of Interest Basis:	[Applicable <i>(for Fixed/Floating Rate Notes)</i> / Not Applicable] [(Further particulars specified below in “Fixed/Floating Rate Note Provisions”)]
12	Put/Call Options:	[Noteholder Put] [Issuer Call] <i>[(further particulars specified below)]</i>
13	Maximum/Minimum Rates of Interest, Final Redemption Amounts and/or Optional Redemption Amounts	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub paragraphs of this paragraph)</i>
	<b>Maximum Rate of Interest:</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub paragraphs of this paragraph)</i>
	(i) Fixed Percentage:	[•/Not Applicable]

<sup>1</sup> Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA and having a maturity of less than one year must have a minimum denomination of Sterling 100,000 (or its equivalent in other currencies).

<sup>2</sup> If the Final Redemption Amount is less than 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

(ii) Variable Rate:	[Applicable/Not Applicable] (If not applicable, delete the remaining sub paragraphs of this paragraph)
(iii) Manner in which the Benchmark Rate is to be determined:	[Screen Rate Determination][ISDA Determination]
(iv) Screen Rate Determination:	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub paragraphs of this paragraph</i> )
- Benchmark Rate:	[•]
- ISDA Definitions:	[•]
- Reference Banks:	[•]
- Relevant Inter-Bank Market:	[•]
- Relevant Screen Page:	[•]
- Relevant Screen Page Time:	[•]
- Specified Currency:	[•]
(v) ISDA Determination:	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub paragraphs of this paragraph</i> )
- Floating Rate Option:	[•]
- Designated Maturity:	[•]
- Reset Date:	[•]
(vi) Margin:	[•]
<b>Minimum Rate of Interest:</b>	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub paragraphs of this paragraph</i> )
(i) Fixed Percentage:	[•/Not Applicable]
(ii) Variable Rate:	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub paragraphs of this paragraph</i> )
(iii) Manner in which the Benchmark Rate is to be determined:	[Screen Rate Determination][ISDA Determination]
(iv) Screen Rate Determination:	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub paragraphs of this paragraph</i> )
- Benchmark Rate:	[•]
- ISDA Definitions:	[•]
- Reference Banks:	[•]
- Relevant Inter-Bank Market:	[•]
- Relevant Screen Page:	[•]
- Relevant Screen Page Time:	[•]



	- Specified Currency:	[•]
	(v) ISDA Determination:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub paragraphs of this paragraph)</i>
	- Floating Rate Option:	[•]
	- Designated Maturity:	[•]
	- Reset Date:	[•]
	(vi) Margin:	[•]
	<b>Maximum Final Redemption Amount:</b>	[•/Not Applicable]
	<b>Minimum Final Redemption Amount:</b>	[•/Not Applicable]
	<b>Maximum Optional Redemption Amount:</b>	[•/Not Applicable]
	<b>Minimum Optional Redemption Amount:</b>	[•/Not Applicable]
14	(i) Status of the Notes:	[ <i>Obligations Foncières</i> ]
	(ii) Dates of the corporate authorisations for issuance of Notes obtained:	Decision of the <i>Conseil d'administration</i> of Compagnie de Financement Foncier dated [•] authorising the issue of the Notes and authorising, <i>inter alios</i> , its <i>Président Directeur Général</i> and its <i>Directeur Général Délégué</i> to sign and execute all documents in relation to the issue of Notes, and decision of the <i>Conseil d'administration</i> of the Issuer dated [•] authorising the quarterly programme of borrowings which benefit from the <i>privilège</i> referred to in Article L. 515-19 of the French <i>Code monétaire et financier</i> up to and including Euro [•] billion for the [•] quarter of 200[•].
<b>PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE</b>		
15	<b>Fixed Rate Note Provisions</b>	[Applicable/ Applicable for the purposes of the interest on the Inflation Linked Note/Applicable for the purposes of a Formula Linked Note/Applicable as the Pre Switch Rate/Applicable as the Post Switch Rate/Not Applicable] <i>(If Not Applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Rate [(s)] of Interest:	[[•] per cent. per annum with respect to each Interest Accrual Period][The Rates of Interest set out in the following table][payable [annually/semi-

annually/quarterly/monthly] in arrear[:]

Relevant Interest Rate of Interest:

Accrual Period:

[•]

[•]

(Specify relevant Interest Accrual Period) (Specify relevant Rate of Interest corresponding to the Interest Accrual Period)

(ii) Interest Payment Date(s):

[•] in each year [adjusted in accordance with [specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"]/not adjusted]

(Note that this item relates to interest period end dates and not to the date and place of payment, to which item 25 relates)

(iii) Interest Period Date(s):

[•]

(Not applicable unless different from Interest Payment Date)

(iv) Fixed Coupon Amount [(s)]:

[•] per [•] in nominal amount

(v) Broken Amount(s):

[•] payable on the Interest Payment Date falling in/on [•]

(vi) Day Count Fraction (Condition 5(a)):

[Actual/Actual / Actual/Actual – ISDA / Act/Act / Act/Act (ISDA) / Actual/365 – FBF / Actual/Actual – FBF / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]

(vii) Determination Date(s) (Condition 5(a)):

[•] in each year (insert regular Interest Payment Dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last Coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))

## 16 Floating Rate Note Provisions

[Applicable/Applicable as the Pre Switch Rate/Applicable as the Post Switch Rate/Applicable for the purposes of a Formula Linked Note/Not Applicable] (If Not Applicable, delete the remaining sub-paragraphs of this paragraph.)

(i) Interest Period(s):

[•]

- (ii) Specified Interest Payment Dates: [•]
- (iii) First Interest Payment Date: [•]
- (iv) Interest Period Date: [•] (*not applicable unless different from Interest Payment Date*)
- (v) Business Day Convention: [Following Business Day Convention/  
Following Business Day Except  
the Following Month  
Convention/Preceding Business Day  
Convention/other (*give details*)]. (*Note  
that this item relates to interest period  
end dates and not to the date and place  
of payment, to which item 25 relates*)
- (vi) Business Centre(s) (Condition 5(a)): [•]
- (vii) Manner in which the Rate(s) of Interest is/are to be  
determined: [Screen Rate Determination/FBF  
Determination/ISDA Determination]
- (viii) Party responsible for calculating the Rate(s) of  
Interest and Interest Amount(s) (if not the  
Calculation Agent): [•]
- (ix) Screen Rate Determination (Condition  
5(c)(iii)(C)): [•]
- Reference Rate: [EURIBOR/LIBOR/EONIA/CMS  
Rate/TEC10 ]
- Interest Determination Date: [**•**] [*TARGET*] *Business Days in [specify  
city] for [specify currency] prior to [the  
first day in each Interest Accrual  
Period/each Interest Payment Date]*],  
subject to adjustment in accordance with  
[Following Business Day Convention/  
Following Business Day Except the  
Following Month Convention/Preceding  
Business Day Convention].]
- Relevant Screen Page: [•]
- [Relevant Currency: [•]]
- [Relevant Financial Centre: [•]]
- [Designated Maturity: [•]]
- [Specified Time: [•]]
- (x) FBF Determination (Condition 5(c)(iii)(A)): [•]]
- Floating Rate: [•]
- Floating Rate Determination Date (*Date de  
Détermination du Taux Variable*): [•]

-	FBF Definitions: (if different from those set out in the Conditions):	[•]
(xi)	ISDA Determination (Condition 5(c)(iii)(B)):	
	• Floating Rate Option:	[•]
	• Designated Maturity:	[•]
	• Reset Date:	[•]
(xii)	Margin(s):	[+/-] [•] per cent. per annum
(xiii)	Minimum Rate of Interest:	[Not Applicable] / [•] per cent. per annum
(xiv)	Maximum Rate of Interest:	[Not Applicable] / [•] per cent. per annum
(xv)	Day Count Fraction (Condition 5(a)):	[Actual/Actual / Actual/Actual – ISDA / Act/Act / Act/Act (ISDA) / Actual/365 – FBF / Actual/Actual – FBF / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
(xvi)	Determination Date(s) (Condition 5(a)):	[•] in each year ( <i>insert regular Interest Payment Dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last Coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)</i> )
<b>17</b>	<b>Zero Coupon Note Provisions</b>	[Applicable/Not Applicable] ( <i>If Not Applicable, delete the remaining subparagraphs of this paragraph</i> )
(i)	Amortisation Yield (Condition 6(f)):	[•] per cent. per annum
(ii)	Day Count Fraction (Condition 5(a)):	[Actual/Actual / Actual/Actual – ISDA / Act/Act / Act/Act (ISDA) / Actual/365 – FBF / Actual/Actual – FBF / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
(iii)	Determination Date(s) (Condition 5(a)):	[•] in each year ( <i>insert regular Interest Payment Dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last Coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)</i> )
<b>18</b>	<b>Inflation Linked Note Interest Provisions</b>	[Inflation Linked Notes – Fixed Interest Applicable/Inflation Linked Notes – Inflation Interest Applicable /Not

Applicable] (*If Not Applicable, delete the remaining sub-paragraphs of this paragraph*)

*[(If Inflation Linked Notes – Fixed Interest is Applicable add the following) (see [14] of these Final terms for details as to the Rate of Interest applicable)]*

- (i) Index: [CPI/HICP]
- (ii) Calculation Agent responsible for calculating the interest due (if not the Calculation Agent): [•]
- (iii) Interest Period(s): [•]
- (iv) Interest Payment Date(s) [•]
- (v) Interest Period Date(s): [•]
- (vi) Interest Determination Date: [•]
- (vii) Base Reference: [CPI/HICP] Daily inflation Reference Index applicable on [specify date] (amounting to: [•])
- (viii) Business Centre(s) (Condition 5(a)): [•]
- (ix) Minimum Rate of Interest: [Not Applicable]/[•] per cent. per annum
- (x) Maximum Rate of Interest: [Not Applicable]/[•] per cent. per annum
- (xi) Day Count Fraction (Condition 5(a)): [Actual/Actual / Actual/Actual – ISDA / Act/Act / Act/Act (ISDA) / Actual/365 – FBF / Actual/Actual – FBF / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
- (xii) Determination Date(s) (Condition 5(a)): [•] in each year (*insert regular Interest Payment Dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last Coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)*)

**19**

**Index Formula**

[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

- (i) Index1: [Index Reference Rate / CPI Reference Rate/ HICP Reference Rate]
- (ii) Designated Maturity of Index1: [•]

- (iii) Index2: [Index Reference Rate / CPI Reference Rate / HICP Reference Rate / zero]
- (iv) Designated Maturity of Index2: [•]
- (v) Participation: [•]
- (vi) Spread: [•] per cent.
- (vii) Leverage1: [[•] with respect to each Interest Accrual Period][The Leverage1 set out in the following table:]
- |   |                                  |
|---|----------------------------------|
| Interest Accrual Period:                          | Leverage1:                       |
| [•]   | [•]                              |
| <i>(Specify relevant Interest Accrual Period)</i> | <i>(Specify relevant Margin)</i> |
- (viii) Leverage2: [[•] with respect to each Interest Accrual Period][The Leverage2 set out in the following table:]
- |   |                                  |
|---|----------------------------------|
| Interest Accrual Period:                          | Leverage2:                       |
| [•]   | [•]                              |
| <i>(Specify relevant Interest Accrual Period)</i> | <i>(Specify relevant Margin)</i> |
- (ix) Interest Period(s): [•]
- (x) Specified Interest Payment Dates: [•]
- (xi) First Specified Interest Payment Date: [•]
- (xii) Interest Period Date: [•]
- (Not applicable unless different from Interest Payment Date)*
- (xiii) Business Day Convention: [Following Business Day Convention/  
Following Business Day Except the Following Month  
Convention/Preceding Business Day  
Convention/other (give details)]
- (xiv) Business Centre(s) (Condition 5(a)): [•]
- (xv) Calculation Agent responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [•]
- (xvi) Screen Rate Determination for Index1 (Condition 5(c)(iii)(C)): [Applicable/Not Applicable] *(If not applicable, delete the remaining*

*sub-paragraphs of this paragraph)*

- Reference Rate: [•]
- Interest Determination Date(s): [[•] / [•] [TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date] [, subject to adjustment in accordance with [Following Business Day Convention/ Following Business Day Except the Following Month Convention/Preceding Business Day Convention/other (give details)].]
- Relevant Screen Page: [•]
- [Reference Currency: [•]]
- [Relevant Financial Centre: [•]]
- [Designated Maturity: [As specified above for Index1]]
- [Specified Time: [•]]
- (xvii) Screen Rate Determination for Index2 (Condition 5(c)(iii)(C)): [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- Reference Rate: [•]
- Interest Determination Date(s): [[•] / [•] [TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date] [, subject to adjustment in accordance with [Following Business Day Convention/ Following Business Day Except the Following Month Convention/Preceding Business Day Convention/other (give details)].]
- Relevant Screen Page: [•]
- [Reference Currency: [•]]
- [Relevant Financial Centre: [•]]
- [Designated Maturity: [As specified above for Index2]]
- [Specified Time: [•]]
- (xviii) ISDA Determination for Index1 (Condition 5(c)(iii)(B)): [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

-- Floating Rate Option:	[•]
-- Designated Maturity:	[As specified above for Index1]
-- Reset Date:	[•]
(xix) ISDA Determination for Index2 (Condition 5(c)(iii)(B)):	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i> )
-- Floating Rate Option:	[•]
-- Designated Maturity:	[As specified above for Index2]
-- [Relevant Financial Centre:	[•]]
-- Reset Date:	[•]
(xx) Inflation determination for Index1:	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i> )
(a) Index:	[CPI Reference Rate / HICP Reference Rate]
(b) Interest Determination Date:	[[•] / [•] [TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date] [, subject to adjustment in accordance with [Following Business Day Convention/ Following Business Day Except the Following Month Convention/Preceding Business Day Convention/other (give details)].]
(c) <sub>M</sub> :	[•] month(s)
(d) <sub>M'</sub> :	[•] month(s)
(e) Day Count Fraction:	[Actual/Actual / Actual/Actual – ISDA / Act/Act / Act/Act (ISDA) / Actual/365 – FBF / Actual/Actual – FBF / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
(f) Business Centre(s) (Condition 5(a)):	[•]( <i>Note that this item relates to interest period end dates and not to the date and place of payment, to which item 23 relates</i> )
(g) Minimum Rate of Interest:	[Not Applicable]/[•] per cent. per annum
(h) Maximum Rate of Interest:	[Not Applicable]/[•] per cent. per



	annum
(xxi) Inflation determination for Index2:	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i> )
(a) Index:	[CPI Reference Rate / HICP Reference Rate]
(b) Interest Determination Date:	[•]
(c) <sub>M</sub> :	[•] month(s)
(d) <sub>M'</sub> :	[•] month(s)
(e) Day Count Fraction:	[Actual/Actual / Actual/Actual – ISDA / Act/Act / Act/Act (ISDA) / Actual/365 – FBF / Actual/Actual – FBF / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
(f) Business Centre(s) (Condition 5(a)):	[•]( <i>Note that this item relates to interest period end dates and not to the date and place of payment, to which item 23 relates</i> )
(g) Minimum Rate of Interest:	[Not Applicable]/[•] per cent. per annum
(h) Maximum Rate of Interest:	[Not Applicable]/[•] per cent. per annum
(xxii) Minimum Rate of Interest:	[Not Applicable]/[•] per cent. per annum
(xxiii) Maximum Rate of Interest:	[Not Applicable]/[•] per cent. per annum
(xxiv) Margin(s):	[zero]
(xxv) Day Count Fraction (Condition 5(a)):	[Actual/Actual / Actual/Actual – ISDA / Act/Act / Act/Act (ISDA) / Actual/365 – FBF / Actual/Actual – FBF / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
(xxvi) Determination Date(s) (Condition 5(a)):	[•] in each year ( <i>insert regular Interest Payment Dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last Coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)</i> )

**Underlying Formula**

[Applicable/Not Applicable] (*If Not Applicable, delete the remaining subparagraphs of this paragraph*)

- |         |  |   |
|---------|--|---|
| (i)     | Designated Maturity:   | [•]   |
| (ii)    | Reference Currency:  | [•]   |
| (iii)   | Relevant Screen Page:  | [•]   |
| (iv)    | Relevant Screen Time:  | [•][a.m.][p.m.] ([•] time)  |
| (v)     | Participation:   | [•]   |
| (vi)    | Spread:  | [-][+] [•] per cent. per annum  |
| (vii)   | Underlying:  | [TEC][CMS Rate]   |
| (viii)  | k:   | [•]   |
| (ix)    | Interest Period(s):  | [•]   |
| (x)     | Specified Interest Payment Dates:  | [•]   |
| (xi)    | First Specified Interest Payment Date:   | [•]   |
| (xii)   | Interest Period Date:  | [•]<br><i>(Not applicable unless different from Interest Payment Date)</i>  |
| (xiii)  | Business Day Convention:   | [Following Business Day Convention/<br>Following Business Day Except the<br>Following Month Convention/Preceding<br>Business Day Convention/other <i>(give details)</i> ]   |
| (xix)   | Business Centre(s) (Condition 5(a)):   | [•]   |
| (xv)    | Calculation Agent responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): | [•]   |
| (xvi)   | Minimum Rate of Interest:  | [Not Applicable]/[•] per cent. per annum  |
| (xvii)  | Maximum Rate of Interest:  | [Not Applicable]/[•] per cent. per annum  |
| (xviii) | Day Count Fraction (Condition 5(a)):   | [Actual/Actual / Actual/Actual – ISDA /<br>Act/Act / Act/Act (ISDA) / Actual/365 –<br>FBF / Actual/Actual – FBF /<br>Actual/Actual-ICMA / Actual/365<br>(Fixed) / Actual/360 / 30/360 / 360/360<br>(Bond Basis) / 30E/360 / Eurobond<br>Basis / 30E/360 (ISDA)] |
| (xix)   | Determination Date(s) (Condition 5(a)):  | [•] in each year <i>(insert regular Interest Payment Dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last Coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))</i>                                  |

	(xx) Interest Determination Date	[•]
<b>21</b>	<b>CPI Formula</b>	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i> )
	(i) M:	[•] month(s)
	(ii) M:	[•] month(s)
	(iii) Spread:	[•]
	(iv) Calculation Agent responsible for calculating the interest due (if not the Calculation Agent):	[•]
	(v) Interest Period(s):	[•]
	(vi) Specified Interest Payment Date(s):	[•]
	(vii) Interest Determination Date:	[•]
	(viii) Day Count Fraction:	[Actual/Actual / Actual/Actual – ISDA / Act/Act / Act/Act (ISDA) / Actual/365 – FBF / Actual/Actual – FBF / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
	(ix) Business Centre(s) (Condition 5(a)):	[•] ( <i>Note that this item relates to interest period end dates and not to the date and place of payment, to which item 26 relates</i> )
	(x) Minimum Rate of Interest:	[Not Applicable]/[•] per cent. per annum
	(xi) Maximum Rate of Interest:	[Not Applicable]/[•] per cent. per annum
	(xii) Business Day Convention:	[Following Business Day Convention/ Following Business Day Except the Following Month Convention/Preceding Business Day Convention/other ( <i>give details</i> )]
<b>22</b>	<b>HICP Formula</b>	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i> )
	(i) M:	[•] month(s)
	(ii) M:	[•] month(s)
	(iii) Spread:	[•]
	(iv) Calculation Agent responsible for calculating the interest due (if not the Calculation Agent):	[•]
	(v) Interest Period(s):	[•]
	(vi) Specified Interest Payment Date(s):	[•]
	(vii) Interest Determination Date:	[•]

- (viii) Day Count Fraction: [Actual/Actual / Actual/Actual – ISDA / Act/Act / Act/Act (ISDA) / Actual/365 – FBF / Actual/Actual – FBF / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
- (ix) Business Centre(s) (Condition 5(a)): [•](Note that this item relates to interest period end dates and not to the date and place of payment, to which item 23 relates)
- (x) Minimum Rate of Interest: [Not Applicable]/[•] per cent. per annum
- (xi) Maximum Rate of Interest: [Not Applicable]/[•] per cent. per annum
- (xii) Business Day Convention: [Following Business Day Convention/ Following Business Day Except the Following Month Convention/Preceding Business Day Convention/other (give details)]
- 23 Leveraged Floating Rate Formula** [Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Margin: [[•] with respect to each Interest Accrual Period][The Margin set out in the following table:]
- |  |                           |
|--|---------------------------|
| Interest Accrual Period:                   | Margin:                   |
| [•]  | [•]                       |
| (Specify relevant Interest Accrual Period) | (Specify relevant Margin) |
- (ii) Leverage: [[•] with respect to each Interest Accrual Period][The Leverage set out in the following table:]
- |  |                           |
|--|---------------------------|
| Interest Accrual Period:                   | Leverage:                 |
| [•]  | [•]                       |
| (Specify relevant Interest Accrual Period) | (Specify relevant Margin) |
- (iii) Manner in which the Benchmark Rate is to be determined: [Screen Rate Determination][ISDA Determination]
- (iv) Screen Rate Determination: [Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- Benchmark Rate: [•]

- ISDA Definitions:	[•]
- Reference Banks:	[•]
- Relevant Inter-Bank Market:	[•]
- Relevant Screen Page:	[•]
- Relevant Screen Page Time:	[•]
- Specified Currency:	[•]
(v) ISDA Determination:	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i> )
- Floating Rate Option:	[•]
- Designated Maturity:	[•]
- Reset Date:	[•]
(vi) Calculation Agent responsible for calculating the interest due (if not the Calculation Agent):	[•]
(vii) Interest Period(s):	[•]
(viii) Specified Interest Payment Date(s):	[•]
(ix) Interest Determination Date:	[•]
(x) Day Count Fraction:	[Actual/Actual / Actual/Actual – ISDA / Act/Act / Act/Act (ISDA) / Actual/365 – FBF / Actual/Actual – FBF / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
(xi) Business Centre(s) (Condition 5(a)):	[•]( <i>Note that this item relates to interest period end dates and not to the date and place of payment, to which item [23] relates</i> )
(xii) Business Day Convention:	[Following Business Day Convention/ Following Business Day Except the Following Month Convention/Preceding Business Day Convention/other ( <i>give details</i> )]
<b>24 Reverse Floater Formula</b>	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i> )
(i) Rate of Interest relating to Initial Interest Periods:	[Fixed Interest See item [14] relating to Fixed Rate Note Provisions] [Floating Interest See item [15] relating to Floating Rate Note Provisions]

- (ii) Initial Interest Periods:   
*(Specify relevant Interest Accrual Periods)*
- (iii) Subsequent Interest Periods:   
*(Specify relevant Interest Accrual Periods)*
- (iv) Fixed Percentage:  with respect to each Interest Accrual Period][The Fixed Percentage set out in the following table:]  

Interest Accrual Period:	Fixed Percentage:
<input type="checkbox"/>	<input type="checkbox"/>

*(Specify relevant Interest Accrual Period) (Specify relevant Margin)*
- (v) Manner in which the Benchmark Rate is to be determined:  [Screen Rate Determination][ISDA Determination]
- (vi) Screen Rate Determination:  [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- Benchmark Rate:
  - ISDA Definitions:
  - Reference Banks:
  - Relevant Inter-Bank Market:
  - Relevant Screen Page:
  - Relevant Screen Page Time:
  - Specified Currency:
- (vii) ISDA Determination:  [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- Floating Rate Option:
  - Designated Maturity:
  - Reset Date:
- (viii) Calculation Agent responsible for calculating the interest due (if not the Calculation Agent):
- (ix) Interest Period(s):
- (x) Specified Interest Payment Date(s):
- (xi) Interest Determination Date:

- (xi) Day Count Fraction: [Actual/Actual / Actual/Actual – ISDA / Act/Act / Act/Act (ISDA) / Actual/365 – FBF / Actual/Actual – FBF / Actual/Actual-ICMA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 (Bond Basis) / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
- (xii) Business Centre(s) (Condition 5(a)): [•](Note that this item relates to interest period end dates and not to the date and place of payment, to which item [23] relates)
- (xiii) Business Day Convention: [Following Business Day Convention/ Following Business Day Except the Following Month Convention/Preceding Business Day Convention/other (give details)]

## 25 Fixed/Floating Rate Note Provisions

- [Applicable/Not Applicable] (If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Issuer Change of Interest Basis: [Applicable/Not Applicable]
- (ii) Automatic Change of Interest Basis: [Applicable/Not Applicable]
- (iii) Pre Switch Rate: Determined in accordance with [Condition 5(b), as though the Note was a Fixed Rate Note/Condition 5(c), as though the Note was a Floating Rate Note] with further variables set out in line item [•] of these Final Terms
- (iv) Post Switch Rate: Determined in accordance with [Condition 5(b), as though the Note was a Fixed Rate Note/Condition 5(c), as though the Note was a Floating Rate Note] with further variables set out in line item [•] of these Final Terms
- (v) Switch Date: [•]
- (vi) Minimum notice period required for notice from the Issuer: [•] Business Days prior to the Switch Date

## PROVISIONS RELATING TO REDEMPTION

### 26 Call Option

- [Applicable/Not Applicable] (If Not Applicable, delete the remaining subparagraphs of this paragraph)
- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [Redemption at par][Zero Coupon Redemption][Variable Zero Coupon Redemption] [Inflation Linked Notes –

Inflation Redemption] (The method of calculation of such amount(s) is determined in Condition 6(c))

- (iii) If redeemable in part:
  - (a) Minimum Redemption Amount to be redeemed: [•]
  - (b) Maximum Redemption Amount to be redeemed: [•]
- (iv) Notice period: [•]

**27 Put Option**

[Applicable/Not Applicable]  
 (If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [Redemption at par][Zero Coupon Redemption][Variable Zero Coupon Redemption] [Inflation Linked Notes – Inflation Redemption] (The method of calculation of such amount(s) is determined in Condition 6(d))
- (iii) Notice Period: [•]

**28 Variable Zero Coupon Redemption – Provisions relating to the Optional Redemption Amount:**

[Applicable][Not Applicable]  
 (If not applicable, delete the remaining sub-paragraphs)

- (i) Manner in which the Benchmark Rate Level<sub>1</sub> is to be determined: [Screen Rate Determination][ISDA Determination][Not Applicable]
  - (a) Benchmark Rate Level<sub>1</sub> (Screen Rate Determination): [Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
    - Benchmark Rate: [•]
    - ISDA Definitions: [•]
    - Reference Banks: [•]
    - Relevant Inter-Bank Market: [•]
    - Relevant Screen Page: [•]
    - Relevant Screen Page Time: [•]
    - Specified Currency: [•]
  - (b) Benchmark Rate Level<sub>1</sub> (ISDA Determination): [Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
    - Floating Rate Option: [•]
    - Designated Maturity: [•]
    - Reset Date: [•]



- (ii) Manner in which the Benchmark Rate Level<sub>2</sub> is to be determined: [Screen Rate Determination][ISDA Determination][Not Applicable]
- (a) Benchmark Rate Level<sub>2</sub> (Screen Rate Determination): [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- Benchmark Rate: [•]
  - ISDA Definitions: [•]
  - Reference Banks: [•]
  - Relevant Inter-Bank Market: [•]
  - Relevant Screen Page: [•]
  - Relevant Screen Page Time: [•]
  - Specified Currency: [•]
- (b) Benchmark Rate Level<sub>2</sub> (ISDA Determination): [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- Floating Rate Option: [•]
  - Designated Maturity: [•]
  - Reset Date: [•]
- (iii) Manner in which the Benchmark Rate Level<sub>3</sub> is to be determined: [Screen Rate Determination][ISDA Determination][Not Applicable]
- (a) Benchmark Rate Level<sub>3</sub> (Screen Rate Determination): [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- Benchmark Rate: [•]
  - ISDA Definitions: [•]
  - Reference Banks: [•]
  - Relevant Inter-Bank Market: [•]
  - Relevant Screen Page: [•]
  - Relevant Screen Page Time: [•]
  - Specified Currency: [•]
- (b) Benchmark Rate Level<sub>3</sub> (ISDA Determination): [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- Floating Rate Option: [•]
  - Designated Maturity: [•]
  - Reset Date: [•]
- (iv) Manner in which the Benchmark Rate Level<sub>4</sub> is to be determined: [Screen Rate Determination][ISDA Determination][Not Applicable]
- (a) Benchmark Rate Level<sub>4</sub> (Screen Rate Determination): [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

- Benchmark Rate: [•]
  - ISDA Definitions: [•]
  - Reference Banks: [•]
  - Relevant Inter-Bank Market: [•]
  - Relevant Screen Page: [•]
  - Relevant Screen Page Time: [•]
  - Specified Currency: [•]
- (b) Benchmark Rate Level<sub>4</sub> (ISDA [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*)
- Floating Rate Option: [•]
  - Designated Maturity: [•]
  - Reset Date: [•]
- (v) Fixed Cap: [[•] with respect to each Interest Accrual Period][The percentage set out in the following table:][Not Applicable]
- | Interest<br>Period:                                       | Accrual | Percentage:                              |
|---|---------|--|
| [•]   |         | [•]                                      |
| <i>(Specify relevant<br/>Interest Accrual<br/>Period)</i> |         | <i>(Specify relevant<br/>Percentage)</i> |
- (vi) Fixed Floor: [[•]with respect to each Interest Accrual Period][The percentage set out in the following table:][Not Applicable]
- | Interest<br>Period:                                       | Accrual | Percentage:                              |
|---|---------|--|
| [•]   |         | [•]                                      |
| <i>(Specify relevant<br/>Interest Accrual<br/>Period)</i> |         | <i>(Specify relevant<br/>Percentage)</i> |
- (vii) Fixed Percentage<sub>1</sub>: [[•] with respect to each Interest Accrual Period][The percentage set out in the following table:][Not Applicable]
- | Interest<br>Period:                                       | Accrual | Percentage:                              |
|---|---------|--|
| [•]   |         | [•]                                      |
| <i>(Specify relevant<br/>Interest Accrual<br/>Period)</i> |         | <i>(Specify relevant<br/>Percentage)</i> |
- (viii) Fixed Percentage<sub>2</sub>: [[•] with respect to each Interest Accrual Period][The percentage set out in the following table:][Not Applicable]

	Interest Accrual Percentage: Period:
	[•] [•] <i>(Specify relevant Interest Accrual Period)</i> <i>(Specify relevant Percentage)</i>
(ix) Floating Cap:	[Applicable][Not Applicable]
(x) Floating Floor:	[Applicable][Not Applicable]
(xi) Margin <sub>1</sub> :	[[•] with respect to each Interest Accrual Period][The Margin set out in the following table:] Interest Accrual Margin: Period: [•] [•] <i>(Specify relevant Interest Accrual Period)</i> <i>(Specify relevant Margin)</i>
(xii) Margin <sub>2</sub> :	[[•] with respect to each Interest Accrual Period][The Margin set out in the following table:] Interest Accrual Margin: Period: [•] [•] <i>(Specify relevant Interest Accrual Period)</i> <i>(Specify relevant Margin)</i>
(xiii) Margin <sub>3</sub> :	[[•] with respect to each Interest Accrual Period][The Margin set out in the following table:] Interest Accrual Margin: Period: [•] [•] <i>(Specify relevant Interest Accrual Period)</i> <i>(Specify relevant Margin)</i>
(xiv) Redemption Calculation Date:	[•]
(xv) Last Redemption Calculation Date:	[•] Business Days prior to the Optional Redemption Date
(xvi) Reference Date:	[Issue Date][•][Not Applicable]
(xvii) Reference Price:	[•]
<b>29 Final Redemption Amount of each Note<sup>1</sup></b>	[[•]] per Note of [•] Specified

<sup>1</sup> If the Final Redemption Amount is less than 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

	Denomination (for fungible issues of Notes only)) [Redemption at par] [Variable Zero Coupon Redemption] [Inflation Linked Notes – Redemption at par] [Inflation Linked Notes – Inflation Redemption (see line item [•] for more details)]
<b>Inflation Linked Notes – Provisions relating to the Final Redemption Amount:</b>	[Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
(i) Determination date of IIR:	[•] Business Days prior to the Maturity Date
(ii) Index:	[CPI/HICP]
(iii) Final Redemption Amount in respect of Inflation Linked Notes:	[Condition 6(d) applies]
(iv) Base Reference:	[CPI/HICP] Daily Inflation Reference Index applicable on [specify date] (amounting to: [•])
(v) Inflation Index Ratio (IIR):	[•]
(vi) Party responsible for calculating the Rate of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[•]
<b>Variable Zero Coupon Redemption – Provisions relating to the Final Redemption Amount:</b>	[Applicable][Not Applicable]  (If not applicable, delete the remaining sub-paragraphs)
(i) Manner in which the Benchmark Rate Level <sub>1</sub> is to be determined:	[Screen Rate Determination][ISDA Determination][Not Applicable]
(a) Benchmark Rate Level <sub>1</sub> (Screen Rate Determination):	[Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- Benchmark Rate:	[•]
- ISDA Definitions:	[•]
- Reference Banks:	[•]
- Relevant Inter-Bank Market:	[•]
- Relevant Screen Page:	[•]
- Relevant Screen Page Time:	[•]
- Specified Currency:	[•]
(b) Benchmark Rate Level <sub>1</sub> (ISDA Determination):	[Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- Floating Rate Option:	[•]
- Designated Maturity:	[•]

- Reset Date: [•]
- (ii) Manner in which the Benchmark Rate Level<sub>2</sub> is to be determined: [Screen Rate Determination][ISDA Determination][Not Applicable]
  - (a) Benchmark Rate Level<sub>2</sub> (Screen Rate Determination): [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
    - Benchmark Rate: [•]
    - ISDA Definitions: [•]
    - Reference Banks: [•]
    - Relevant Inter-Bank Market: [•]
    - Relevant Screen Page: [•]
    - Relevant Screen Page Time: [•]
    - Specified Currency: [•]
  - (b) Benchmark Rate Level<sub>2</sub> (ISDA Determination): [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
    - Floating Rate Option: [•]
    - Designated Maturity: [•]
    - Reset Date: [•]
- (iii) Manner in which the Benchmark Rate Level<sub>3</sub> is to be determined: [Screen Rate Determination][ISDA Determination][Not Applicable]
  - (a) Benchmark Rate Level<sub>3</sub> (Screen Rate Determination): [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
    - Benchmark Rate: [•]
    - ISDA Definitions: [•]
    - Reference Banks: [•]
    - Relevant Inter-Bank Market: [•]
    - Relevant Screen Page: [•]
    - Relevant Screen Page Time: [•]
    - Specified Currency: [•]
  - (b) Benchmark Rate Level<sub>3</sub> (ISDA Determination): [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
    - Floating Rate Option: [•]
    - Designated Maturity: [•]
    - Reset Date: [•]
- (iv) Manner in which the Benchmark Rate Level<sub>4</sub> is to be determined: [Screen Rate Determination][ISDA Determination][Not Applicable]

	to be determined:		Determination]]	[Not Applicable]
(a)	Benchmark Rate Determination):	Level <sub>4</sub> (Screen Rate	[Applicable/Not Applicable]	(If not applicable, delete the remaining sub-paragraphs of this paragraph)
	- Benchmark Rate:		[•]	
	- ISDA Definitions:		[•]	
	- Reference Banks:		[•]	
	- Relevant Inter-Bank Market:		[•]	
	- Relevant Screen Page:		[•]	
	- Relevant Screen Page Time:		[•]	
	- Specified Currency:		[•]	
(b)	Benchmark Rate Determination):	Level <sub>4</sub> (ISDA	[Applicable/Not Applicable]	(If not applicable, delete the remaining sub-paragraphs of this paragraph)
	- Floating Rate Option:		[•]	
	- Designated Maturity:		[•]	
	- Reset Date:		[•]	
(v)	Fixed Cap:		[[•] with respect to each Interest Accrual Period]]	
			The percentage set out in the following table:]]	
			[[Not Applicable]	
			Interest Accrual Period:	Percentage:
			[•]	[•]
			(Specify relevant Interest Accrual Period)	(Specify relevant Percentage)
(vi)	Fixed Floor:		[[•] with respect to each Interest Accrual Period]]	
			The percentage set out in the following table:]]	
			[[Not Applicable]	
			Interest Accrual Period:	Percentage:
			[•]	[•]
			(Specify relevant Interest Accrual Period)	(Specify relevant Percentage)
(vii)	Fixed Percentage <sub>1</sub> :		[[•] with respect to each Interest Accrual Period]]	
			The percentage set out in the following table:]]	
			[[Not Applicable]	
			Interest Accrual Period:	Percentage:
			[•]	[•]
			(Specify relevant Interest Accrual Period)	(Specify relevant Percentage)

	<i>Interest Accrual Period)</i>	<i>Percentage)</i>
(viii) Fixed Percentage <sub>2</sub> :	[[•] with respect to each Interest Accrual Period][The percentage set out in the following table:][Not Applicable]	
	Interest Accrual Period:	Percentage:
	[•]	[•]
	<i>(Specify relevant Interest Accrual Period)</i>	<i>(Specify relevant Percentage)</i>
(ix) Floating Cap:	[Applicable][Not Applicable]	
(x) Floating Floor:	[Applicable][Not Applicable]	
(xi) Margin <sub>1</sub> :	[[•] with respect to each Interest Accrual Period][The Margin set out in the following table:]	
	Interest Accrual Period:	Margin:
	[•]	[•]
	<i>(Specify relevant Interest Accrual Period)</i>	<i>(Specify relevant Margin)</i>
(xii) Margin <sub>2</sub> :	[[•] with respect to each Interest Accrual Period][The Margin set out in the following table:]	
	Interest Accrual Period:	Margin:
	[•]	[•]
	<i>(Specify relevant Interest Accrual Period)</i>	<i>(Specify relevant Margin)</i>
(xiii) Margin <sub>3</sub> :	[[•] with respect to each Interest Accrual Period][The Margin set out in the following table:]	
	Interest Accrual Period:	Margin:
	[•]	[•]
	<i>(Specify relevant Interest Accrual Period)</i>	<i>(Specify relevant Margin)</i>
(xiv) Redemption Calculation Date:	[•]	
(xv) Last Redemption Calculation Date:	[•] Business Days prior to the Optional Redemption Date	
(xvi) Reference Date:	[Issue Date][•][Not Applicable]	
(xvii) Reference Price:	[•]	

**30 Optional Redemption Amount**

<b>Inflation Linked Notes – Provisions relating to the Optional Redemption Amount:</b>	[Applicable / Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Index:	[CPI/HICP]
(ii) Optional Redemption Amount in respect of Inflation Linked Notes:	[Condition 6(f)(ii) applies]
(iii) Base Reference:	[CPI/HICP] Daily Inflation Reference Index applicable on <i>[specify date]</i> (amounting to: [•])
(iv) Inflation Index Ratio:	[•]
(v) Party responsible for calculating the Rate of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[•]

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

<b>31</b>	Form of Notes:	[Dematerialised Notes/ Materialised Notes] (Materialised Notes are only in bearer form) <i>[Delete as appropriate]</i>
	(i) Form of Dematerialised Notes:	[Not Applicable/ <i>specify whether</i> Bearer dematerialised form ( <i>au porteur</i> ) / Administered Registered dematerialised form ( <i>au nominatif administré</i> ) / Fully Registered dematerialised form ( <i>au nominatif pur</i> )]
	(ii) Registration Agent:	[Not Applicable/Applicable] <i>if applicable give name and details</i> (note that a registration agent must be appointed in relation to Fully Registered Dematerialised Notes only)
	(iii) Temporary Global Certificate:	[Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Notes on [•] (the “ <b>Exchange Date</b> ”), being 40 days after the Issue Date subject to postponement as specified in the Temporary Global Certificate]
	(iv) Applicable TEFRA exemption:	[C Rules/D Rules/Not Applicable] ( <i>Only applicable to Materialised Notes</i> )
<b>32</b>	Financial Centre(s) (Condition 7(h)) or other special provisions relating to Payment Dates:	[Not Applicable/ <i>Give details</i> ]. ( <i>Note that this item relates to the date and place of payment, and not interest period end dates, to which items 15(ii), 16(ii) and</i>



	Adjusted Payment Date (Condition 7(h)):	<i>18(iv) relate)</i> [The next following business day unless it would thereby fall into the next calendar month, in which such event such date shall be brought forward to the immediately preceding business day.] [The immediately preceding business day]/[Other*]
33	Talons for future Coupons to be attached to Definitive Materialised Notes (and dates on which such Talons mature):	[Yes/No/Not Applicable. <i>If yes, give details</i> ] (Only applicable to <i>Materialised Notes</i> )
34	Redenomination, renominatisation and reconventioning provisions:	[Not Applicable/The provisions [in Condition 1(d)] apply]
35	Consolidation provisions:	[Not Applicable/The provisions [in Condition 12(b)] apply]
36	Representation of holders of Notes - <i>Masse</i> (Condition 10):	[[Full <i>Masse</i> ]/[Contractual <i>Masse</i> ] shall apply] ( <i>Note that: (i) in respect of any Tranche of Notes issued outside France, Condition 10 (a) (ii) (Contractual Masse) may be elected by the Issuer; (ii) in respect of any Tranche of Notes issued inside France, Condition 10 (a) (i) (Full Masse) shall apply.</i> ) Name and address of the Representative: [•] Name and address of the alternate Representative: [•] The Representative will receive no remuneration/The Representative will receive a remuneration of [•]

## PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [admission to trading on [*specify relevant regulated market*]] of the Notes described herein] pursuant to the Euro 125,000,000,000 Euro Medium Term Note Programme of Compagnie de Financement Foncier.

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[•] has been extracted from [•]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduced inaccurate or misleading. ]

Signed on behalf of the Issuer:

Duly represented by:

\* In the market practice, if any date for payment in respect of Fixed Rate Notes, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day (as defined in Condition 7(h)).



## PART B – OTHER INFORMATION

### 1. LISTING

(i) Admission to trading:

[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris] / [the Official List of the Luxembourg Stock Exchange] / [specify relevant regulated market] with effect from [•].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris] / [the Official List of the Luxembourg Stock Exchange] / [specify relevant regulated market] with effect from [•].] [Not Applicable.]

*(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*

(ii) Estimate of total expenses related to admission to trading:

[•]

(iii) Regulated markets or equivalent markets on which, to the knowledge of the issuer, securities of the same class of the securities to be offered or admitted to trading are already admitted to trading:

[•]

### 2. RATINGS

Ratings:

[The Programme has been rated Aaa by Moody's Investors Service ("**Moody's**") and AAA by Standard & Poor's Ratings Services ("**S&P**").]

For Moody's, Notes issued under the Programme are deemed to have the same rating as the Programme, investors are invited to check on a regular basis the rating assigned to the Programme which is publicly disclosed via Moody's rating desk or moodys.com.

[The Notes issued under the Programme will be rated AAA by S&P<sup>1</sup> and by Fitch Ratings ("**Fitch**")<sup>1</sup>.]

[[Each of [S&P] [Moody's] [and Fitch] is established in the European Union and registered under Regulation (EC) No 1060/2009 (as amended) (the "**CRA Regulation**"). As such, each of [S&P] [Moody's] [and Fitch] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation ([www.esma.europa.eu/page/List-registered-and-certified-CRAs](http://www.esma.europa.eu/page/List-registered-and-certified-CRAs)).]

<sup>1</sup> An obligation rated "AAA" has the highest rating assigned by Standard & Poor's Ratings Services. The obligor capacity to meet its financial commitment on the obligation is extremely strong (source: Standard & Poors Ratings Services). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency without notice.

[[None of [•] and] [•] is [not] established in the European Union [nor has/and has not] applied for registration under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No. 513/2011.]

*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

### 3. [SPECIFIC CONTROLLER

The specific controller (*contrôleur spécifique*) of the Issuer has certified on [•] [and on [•]] that the value of the assets of the Issuer will be greater than the value of its liabilities benefiting from the *privilège* defined in Article L.515-19 of the *Code monétaire et Financier*, after settlement of this issue and of the issues which have been the subject of previous attestations and that the coverage ratio of the Issuer is compliant with the minimum overcollateral ratio specified in Article R.515-7-2 of the *Code monétaire et financier*.]

### 4. [NOTIFICATION

The *Autorité des marchés financiers* in France [has been requested to provide/has provided - include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues] the [include names of competent authorities of host Member States] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.]

### 5. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

["Save as discussed in "Subscription and Sale" so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."]/[•]

*[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]*

### 6. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i) Reasons for the offer:

[•]

*(See "Use of Proceeds" wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]*

[(ii)] Estimated net proceeds: [•]  
*(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)*

[(iii)] Estimated total expenses: [•] *[Include breakdown of expenses.]*

**7. [Fixed Rate Notes only – YIELD]**

Indication of yield: [•]  
Calculated as *[include details of method of calculation in summary form]* on the Issue Date]

**8. [Inflation Linked Notes only – PERFORMANCE OF INDEX AND OTHER INFORMATION CONCERNING THE UNDERLYING]**

(i) Name of underlying index: [•]

(ii) Information about the index, its volatility and past and future performance can be obtained: [•]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

**9. DISTRIBUTION**

(i) Method of distribution [Syndicated / Non-syndicated]

(ii) If syndicated:

(A) names and addresses of Managers and underwriting commitments: [Not Applicable/give names, addresses and underwriting commitments]

*(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)*

(B) Date of Subscription Agreement: [•]

(C) Stabilising Manager(s) (if any): [Not Applicable/give name and address]

(iii) If non-syndicated, name and address of Manager: [Not Applicable/give name and address]

(iv) Total commission and concession: [•] per cent. of the Aggregate Nominal Amount.

(v) Additional selling restrictions: [Not Applicable/give details]

**10. OPERATIONAL INFORMATION**

ISIN Code: [•]

Common Code: [•]

Depositories:

(i) Euroclear France to act as Central Depository [Yes/No]

(ii) Common Depository for Euroclear and Clearstream Luxembourg [Yes/No]

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/give name(s) and number(s) [and address(es)]]

Delivery: Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) (if any): [•]

The aggregate principal amount of Notes issued has been translated into Euro at the rate of [currency] [•] per Euro 1.00, producing a sum of: [Not Applicable/Euro [•]] (Only applicable for Notes not denominated in Euro)

**CERTIFICATE OF THE SPECIFIC CONTROLLER RELATING TO THE RESPECT OF  
THE COVER RATIO WITHIN THE FRAMEWORK OF THE NOTE ISSUANCE OF AT  
LEAST EUR 500 MILLION**

To the Directors of Compagnie de Financement Foncier,

In our capacity of specific controller (*contrôleur spécifique*) of your company and pursuant to the provisions set forth in Articles L.515-30 and R.515-13 of the French Monetary and Financial Code, we have verified the compliance with the rules provided for in Articles L.515-20 and R.515-7-2 pursuant to the French Monetary and Financial Code within the framework of the note issuance of at least €500 million.

In a decision dated [•], the board of directors of Compagnie de Financement Foncier set the maximum amount of the issuance programme benefiting from the statutory privileged right of payment set forth in Article L.515-19 of the French Monetary and Financial Code at EUR [•] billion, for the period from [•] to [•] 20[•].

Within the scope of this quarterly issuance programme, in a decision dated [•] 20[•], the [•] of Compagnie de Financement Foncier approved a note issuance benefiting from the statutory privileged right of payment set forth in Article L.515-19 of the French Monetary and Financial Code, for an amount of [•].

Article L.515-20 of the French Monetary and Financial Code states that the total amount of assets held by *sociétés de crédit foncier* must be greater than the amount of liabilities benefiting from the privileged right of payment mentioned in Article L.515-19 of such code. Furthermore, Article R.515-7-2 of such code provides that *sociétés de crédit foncier* must all the time maintain a cover ratio of at least 102 per cent. of their assets to the total amount of their liabilities benefiting from the statutory privileged right.

It is our responsibility to certify the compliance with such rules for the issuance at stake.

Compliance with these rules, after taking into account the aforementioned note issuance, was verified on the basis of estimated and forecasted financial data, drawn up under your responsibility. The forecasted financial data were drawn up on the basis of assumptions which reflect the position that you deemed to be most likely as of the date of the issuance at stake. This information is presented in an appendix to this report.

We performed our review in accordance with the standards procedures issued in the professional rules and practises of the *Compagnie Nationale des Commissaires aux Comptes* (National Association of Statutory Auditors) that are applicable to this type of assessment.

Our work consisted in:

- verifying the conformity for the amount of the note issuance with the decision authorizing this issue,

- examining the process of presenting the forecasted financial data including the aforementioned issue, considering that, as the forecasts are uncertain by nature, the actual results could differ significantly from the forecasted data presented,
- verifying the methods for calculating the forecasted cover ratio provided for in Regulation no. 99-10 of the French Banking and Financial Regulations Committee and Instruction 2011-I-06 of *Autorité de Contrôle Prudentiel*,
- verifying compliance with the rules set forth in Articles L.515-20 and R.515-7-2 of the French Monetary and Financial Code, based on the forecasted financial data.

Based on our work, we have no comments with respect to the compliance by Compagnie de Financement Foncier with Articles L.515-20 and R.515-7-2 of the French Monetary and Financial Code, after taking into account of the aforementioned note issuance.

This certificate is established for your only attention and should not be used, transmitted or quoted for any other purposes.

Paris, [•], 20[•]

The Specific Controller

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**CAILLIAU DEDOUT ET ASSOCIES**

**Laurent BRUN**





## APPENDIX

Figures after taking into account the notes issues for the period from [•] [•] to [•] [•] including the present note issuance of [•] (value date [•][•])

In million of EUR	Estimated figures	Forecasted Figures
	As of [•] [•]	As of [•] [•]
Total application of funds	[•]	[•]
Total of weighted assets	[•]	[•]
Total sources of funds that qualify for the privileged right mentioned in Article L. 515-19 of the French Monetary and Financial Code	[•]	[•]

The original certificate in French reads:

Au Conseil d'administration de la Compagnie de Financement Foncier,

En notre qualité de Contrôleur Spécifique de la Compagnie de Financement Foncier et en exécution des dispositions prévues par les articles L.515-30 et R.515-13 du Code monétaire et financier, nous avons procédé à la vérification du respect des règles relatives au ratio de couverture prévues aux articles L.515-20 et R.515-7-2 du Code monétaire et financier dans le cadre de l'émission d'obligations foncières d'une valeur unitaire au moins égale à 500 millions d'euros.

Par décision en date du [•] 20[•], le Conseil d'administration de la Compagnie de Financement Foncier a fixé le plafond maximum du programme d'émissions de ressources bénéficiant du privilège institué par l'article L.515-19 du Code monétaire et financier, à [•] d'euros, pour la période allant du [•] au [•] 20[•].

Dans le cadre de ce programme trimestriel d'émissions, par décision en date du [•], le [•] de la Compagnie de Financement Foncier a autorisé une émission de ressources bénéficiant du privilège institué par l'article L.515-19 du Code monétaire et financier, pour un montant de [•] d'euros.

L'article L.515-20 du Code monétaire et financier dispose que le montant total des éléments d'actif des sociétés de crédit foncier doit être supérieur au montant des éléments de passif bénéficiant du privilège mentionné à l'article L.515-19 de ce code. En outre, l'article R.515-7-2 de ce code dispose que les sociétés de crédit foncier sont tenues de respecter à tout moment un ratio de couverture des ressources privilégiées par les éléments d'actifs au moins égal à 102%.

Il nous appartient d'attester du respect de ces règles au titre de la présente opération.

Le respect de ces règles, après prise en compte de l'émission susvisée, a été vérifié sur la base d'informations financières estimées et prévisionnelles établies sous votre responsabilité. Les informations prévisionnelles ont été établies à partir des hypothèses traduisant la situation future que vous avez estimé la plus probable à la date de la présente émission. Ces informations sont jointes à la présente attestation.

Nous avons mis en œuvre les diligences que nous avons estimé nécessaires au regard de la doctrine professionnelle de la Compagnie Nationale des Commissaires aux Comptes relative à cette mission.

Nos travaux ont consisté à :

- vérifier la conformité du montant de l'émission visée ci-dessus avec le procès-verbal de l'organe autorisant cette émission ;
- examiner le processus d'élaboration des données financières prévisionnelles tenant compte de la présente émission, étant rappelé que, s'agissant de prévisions présentant par nature un caractère incertain, les réalisations différeront parfois de manière significative, des informations prévisionnelles établies ;
- vérifier les modalités de calcul du ratio de couverture issu de ces données prévisionnelles, telles qu'elles sont prévues par les dispositions du règlement 99-10 du CRBF et par l'instruction 2011-I-06 de l'Autorité de Contrôle Prudenciel ;

- vérifier le respect des règles prévues aux articles L.515-20 et R.515-7-2 sur la base de ces données financières prévisionnelles.

Sur la base de nos travaux, nous n'avons pas d'observation à formuler sur le respect, par la Compagnie de Financement Foncier, des dispositions prévues aux articles L.515-20 et R.515-7-2 du code monétaire et financier, après prise en compte de la présente émission visée ci-dessus.

Cette attestation est établie à votre attention dans le contexte décrit ci-avant et ne doit pas être utilisée, diffusée ou citée à d'autres fins.

Paris, le [•] 20[•]  
Le Contrôleur Spécifique

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**CAILLIAU DEDOUT ET ASSOCIES**  
**Laurent BRUN**



**ANNEXE**

**Montants après prise en compte des émissions obligataires réalisées du [•] [•] au [•] [•], y compris la présente émission de [•] (date de règlement [•] [•])**

<b>En million d'euros</b>	<b>Estimé</b>	<b>Prévisionnel</b>
	<b>Au [•] [•]</b>	<b>Au [•] [•]</b>
Total des emplois	[•]	[•]
Total des emplois pondérés	[•]	[•]
Total des ressources bénéficiant du privilège mentionné à l'article L. 515-19 du Code monétaire et financier	[•]	[•]

## GENERAL INFORMATION

### **1 AMF visa and admission to trading of the Notes issued under the Programme**

This Base Prospectus has received visa n°13-307 from the AMF on 26 June 2013. Application has been made to list and admit the Notes to trading on Euronext Paris and/or on any other regulated market in a Member State of the European Economic Area (“EEA”). At the same time, application has been made for the notification of a certificate of approval released to the *Commission de surveillance du secteur financier* in Luxembourg, both of approval and notification being made by the AMF in its capacity as competent authority under the Article 212-2 of its *Règlement Général* which implements the Prospectus Directive. In compliance with Article 18 of the Prospectus Directive, such notification may also be made at the Issuer’s request to any other competent authority of any other Member State of the EEA.

### **2 Consents, approvals and authorisations in connection with the Programme**

The Issuer has obtained all necessary consents, approvals and authorisations in the Republic of France in connection with the establishment of the Programme.

The establishment of the Programme was authorised by a decision of the Board of Directors (*Conseil d’administration*) of the Issuer passed on 21 March 2000.

On 14 December 2007, the Board of Directors (*Conseil d’administration*) of the Issuer has authorised the increase of the Programme Limit from Euro 75 billion to Euro 125 billion.

Any drawdown of Notes under the Programme, to the extent that such Notes constitute *obligations*, requires the prior authorisation of (i) the Board of Directors (*Conseil d’administration*) of the Issuer or (ii) the Ordinary General Meeting of the Issuer’s shareholders if (a) the *statuts* of the Issuer so require or (b) such Ordinary General Meeting decides itself to exercise such authority.

Any drawdown of Notes, to the extent that such Notes do not constitute *obligations*, fall within the general powers of the *directeur général* or a *directeur général délégué* of the Issuer.

### **3 Rating of the Issuer**

The Issuer’s long-term credit rating is A-, A2 and A+ by Standard & Poor’s Ratings Services, Moody’s Investors Services and Fitch Ratings, respectively.

### **4 Quarterly certification of the specific controller**

It should be noted that the Programme Limit (Euro 125,000,000,000) defined in section “Summary of the Programme” is subject to quarterly certification of the specific controller.

### **5 No significant changes in the financial and trading position of the Issuer**

Except as disclosed in this Base Prospectus, there has been no significant change in the financial or trading position of the Issuer since 31 December 2012.

### **6 No material adverse change**

Except as disclosed in this Base Prospectus, there has been no material adverse change in the financial position or prospects of the Issuer since 31 December 2012.

## **7 Limitations under United States income tax laws**

Each definitive Materialised Note, Coupon and Talon will bear the following legend: “Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code”.

## **8 Clearance and Trading of the Notes issued under the Programme**

Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg which are entities in charge of keeping the records. The Common Code, the International Securities Identification Number (ISIN) and the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.

The address of Euroclear is 1 boulevard du Roi Albert II, 1210 Bruxelles, Belgium and the address of Clearstream, Luxembourg is 42 avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg.

Dematerialised Notes will be inscribed in the books of Euroclear France (acting as central depository). Dematerialised Notes which are in registered form (*au nominatif*) are also inscribed either with the Issuer or with the registration agent.

The address of Euroclear France is 66, rue de la Victoire, 75009 Paris, France.

## **9 No governmental, legal or arbitration proceedings involving the Issuer**

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 Base Prospectus which may have or have had in the recent past, significant effects on the financial position or profitability of the Issuer.

## **10 Availability of documents**

For so long as Notes may be admitted to trading on Euronext Paris, the following documents will be available, during usual business hours on any weekday (Saturdays and public holidays excepted), at the office of the Fiscal Agent and the Paying Agents:

- (i) the Amended and Restated Agency Agreement;
- (ii) the *statuts* of the Issuer in both French and English;
- (iii) the annual accounts of the Issuer for the financial year ended 31 December 2011 and for the financial year ended 31 December 2012; and
- (iv) the latest quarterly borrowing programme of the Issuer and the specific controller’s certificate relating thereto which are usually delivered at the beginning of each quarter.

For so long as Notes may be admitted to trading on Euronext Paris, the following documents will be available, on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)):

- (i) the Final Terms for Notes that are listed and admitted to trading on Euronext Paris, and any other Regulated Market;
- (ii) this Base Prospectus together with any supplement to this Base Prospectus or further Base Prospectus; and
- (iii) the documents incorporated by reference in this Base Prospectus (excluding the 2005 EMTN Conditions).

The documents listed in paragraphs (ii) and (iii) above and the 2005 EMTN Conditions will be available on the website of the Issuer ([www.foncier.fr](http://www.foncier.fr)).

Each time the Notes will be admitted to trading on Euronext Paris, the Notes will also be admitted to trading on the Regulated Market of the Luxembourg Stock Exchange. As a consequence, the Final Terms will be available in electronic form on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

## **11 Audited and unaudited financial information**

The non-consolidated accounts of the Issuer are audited and are published on an annual basis. The Issuer also produces unaudited interim financial information.

## **12 Compliance with the legal over-collateralization ratio**

Pursuant to Article R. 515-13 IV of the French *Code monétaire et financier*, the specific controller certifies that the rule providing that the amount of eligible assets of the Issuer is greater than the amount of liabilities benefiting from the *Privilège* is satisfied on the basis of a quarterly borrowing programme and for any issue of *Obligations Foncières* in a principal amount equal to or above Euro 500 million or its equivalent in the currency of issue.

## **13 Auditors**

PricewaterhouseCoopers Audit, 63, rue de Villiers, 92200 Neuilly sur Seine, France and KPMG Audit, Department of KPMG S.A., 1, Cours Valmy, 92923 La Défense Cedex, France (both entities regulated by the *Haut Conseil du Commissariat aux Comptes* and members of the *Compagnie régionale des Commissaires aux comptes de Versailles* and duly authorised as *Commissaires aux comptes*) have audited and rendered audit reports on the financial statements of the Issuer for the years ended 31 December 2011 and 31 December 2012.

## **14 Yield (Fixed Rate Notes only)**

In relation to any Tranche of Fixed Notes, an indication of the yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.

## PERSON RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS

### In the name of the Issuer

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

Compagnie de Financement Foncier  
19, rue des Capucines  
75001 Paris  
France

Duly represented by: Thierry Dufour  
*Président Directeur Général*/Chairman and C.E.O.  
Duly authorised  
on 26 June 2013



### *Autorité des marchés financiers*

In accordance with Articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier* and with the General Regulations (*Règlement Général*) of the *Autorité des marchés financiers* ("AMF"), in particular Articles 212-31 to 212-33, the AMF has granted to this Base Prospectus the visa No.13-307 on 26 June 2013. This document may only be used for the purposes of a financial transaction if completed by Final Terms. It was 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 was granted following an examination by the AMF of "whether the document is complete and comprehensible, and whether the information it contains is coherent". It does not imply that the AMF has verified the accounting and financial data set out in it. This visa has been granted subject to the publication of Final Terms in accordance with Article 212-32 of the AMF's General Regulations, setting out the terms of the securities being issued.



**Registered Office of the Issuer**

**Compagnie de Financement Foncier**

19, rue des Capucines  
75001 Paris  
France

**Principal Place of Business of the Issuer**

4, Quai de Bercy  
94224 Charenton Cedex  
Telephone : +33 1 57 44 92 20

**Arranger**

**Deutsche Bank AG, Paris Branch**

3, avenue de Friedland  
75008 Paris  
France

**Dealers**

**Barclays Bank PLC**

5 The North Colonnade  
Canary Wharf  
London E14 4BB  
United Kingdom

**BNP Paribas**

10 Harewood Avenue  
London NW1 6AA  
United Kingdom

**Commerzbank Aktiengesellschaft**

Kaiserstraße 16 (Kaiserplatz)  
60311 Frankfurt am Main  
Federal Republic of Germany

**Crédit Agricole Corporate and Investment Bank**

9, quai du Président Paul Doumer  
92920 Paris La Défense Cedex  
France

**Crédit Foncier de France**

19, rue des Capucines  
75001 Paris  
France

**Credit Suisse Securities (Europe) Limited**

One Cabot Square  
London E14 4QJ  
United Kingdom

**Deutsche Bank Aktiengesellschaft**

Theodor-Heuss-Allee 70  
60486 Frankfurt am Main  
Germany

**HSBC France**

103, avenue des Champs Elysées  
75008 Paris  
France

**J.P. Morgan Securities plc**

125 London Wall  
London EC2Y 5AJ  
United Kingdom

**Merrill Lynch International**

2 King Edward Street  
London EC1A 1HQ  
United Kingdom

**Morgan Stanley & Co. International plc**

25 Cabot Square  
Canary Wharf  
London E14 4QA  
United Kingdom

**NATIXIS**

30 avenue Pierre Mendès France  
75013 Paris  
France

**Nomura International plc**

1 Angel Lane  
London EC4R 3AB  
United Kingdom

**Société Générale**

29, boulevard Haussmann  
75009 Paris  
France

**The Royal Bank of Scotland plc**

135 Bishopsgate  
London EC2M 3UR  
United Kingdom

**UBS Limited**

1 Finsbury Avenue  
London EC2M 2PP  
United Kingdom

**Fiscal Agent, Principal Paying Agent, Redenomination Agent,  
Consolidation Agent and Calculation Agent**

**Deutsche Bank AG, London Branch**

Winchester House  
1 Great Winchester Street  
EC2N 2DB London  
United Kingdom

**Paying Agents**

**Luxembourg Paying Agent**

**Deutsche Bank Luxembourg  
S.A.**  
2, boulevard Konrad Adenauer  
L-1115 Luxembourg  
Grand-Duchy of Luxembourg

**Paris Paying Agent**

**Crédit Foncier de France**  
4, Quai de Bercy  
94224 Charenton Cedex  
France

**Frankfurt Paying Agent**

**Deutsche Bank  
Aktiengesellschaft**  
Grosse Gallustrasse 10-14  
60272 Frankfurt am Main  
Germany

**Listing Agent**

**Luxembourg Listing Agent**

**Deutsche Bank Luxembourg S.A.**  
2, boulevard Konrad Adenauer  
L-1115 Luxembourg  
Grand-Duchy of Luxembourg

**Auditors to the Issuer**

**PricewaterhouseCoopers**

**Audit**  
63, rue de Villiers  
92200 Neuilly sur Seine  
France

**KPMG Audit, Department  
of KPMG SA**

1, Cours VALMY  
92923 La Défense Cedex  
France

**Legal Advisers**

**To the Issuer**

**Freshfields Bruckhaus Deringer**

2-4, rue Paul Cezanne

75008 Paris

France

**To the Dealers**

**Linklaters LLP**

25, rue de Marignan

75008 Paris

France