



Base Prospectus



(incorporated in France as a *société anonyme à Directoire et Conseil de Surveillance*)

# Euro 22,000,000,000 Debt Issuance Programme

Under the Debt Issuance Programme described in this Base Prospectus (the “**Programme**”), IXIS Corporate & Investment Bank (“**IXIS Corporate & Investment Bank**” or “**IXIS CIB**” or the “**Issuer**”), subject to compliance with all relevant laws, regulations and directives, may from time to time issue debt securities (the “**Notes**”). Subject to compliance with all relevant laws, regulations and directives, the Notes may have a minimum maturity of one month and no maximum maturity. On or after the date of this Base Prospectus, the aggregate principal amount of Notes outstanding will not at any time exceed euro 22,000,000,000 (or the equivalent in other currencies). This Base Prospectus supersedes, cancels and replaces the Base Prospectus dated 6 December 2005, as supplemented on 30 March 2006, 11 May 2006, 14 June 2006, 10 October 2006 and 20 November 2006.

Application has been made to list and admit to trading Notes issued under the Programme on the Regulated Market of the Luxembourg Stock Exchange during the period of twelve months after the date of publication of this Base Prospectus. This Base Prospectus is published in accordance with Article 14 of Directive 2003/71/EC (the “**Prospectus Directive**”) and Article 16 of the Luxembourg law of 10 July 2005 implementing the Prospectus Directive. The Programme provides that Notes may be listed on such other or further stock exchanges as may be agreed between the Issuer and the relevant Dealer(s), and may also be unlisted. The relevant Final Terms (as defined on page 22) in respect of the issue of any Notes will specify whether or not such Notes will be listed on the Regulated Market of the Luxembourg Stock Exchange (or any other stock exchange). The Luxembourg Stock Exchange’s Regulated Market is a regulated market for the purposes of the Investment Services Directive 93/22/EC (an “**ISD Regulated Market**”).

Application may be made for publication of quotations for Notes issued in registered form (“**Registered Notes**”) in The Portal MarketSM (“**PORTAL**”), a subsidiary of The Nasdaq Stock Market, Inc. and may be made for designation of Registered Notes as “**PORTAL Securities**”, as specified in the relevant Final Terms.

Each Series (as defined on page 22) of Notes in bearer form (“**Bearer Notes**”) will be represented on issue by a temporary global note in bearer form (each a “**temporary Global Note**”) or a permanent global note in bearer form (each a “**permanent Global Note**”). Interests in a temporary Global Note will be exchangeable, in whole or in part, for interests in a permanent Global Note on or after the date 40 days after the later of the commencement of the offering and the relevant issue date (the “**Exchange Date**”), upon certification as to non-U.S. beneficial ownership. Registered Notes will be represented by registered certificates (each a “**Certificate**”), one Certificate being issued in respect of each Noteholder’s entire holding of Registered Notes of one Series. If the Global Notes are stated in the applicable Final Terms to be issued in new global note (“**NGN**”) form (“**New Global Notes**” or “**NGNs**”) they are intended to be eligible collateral for Eurosystem monetary policy and the Global Notes will be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the “**Common Safekeeper**”) for Euroclear Bank S.A./N.V. (“**Euroclear**”) and Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”). Global Notes which are not issued in NGN form (“**Classic Global Notes**” or “**CGNs**”) and Certificates may (a) in the case of a Tranche (as defined in “**Summary of the Programme**” below) intended to be cleared through Euroclear (subject as provided below) and/or Clearstream, Luxembourg, be delivered to and deposited on the issue date with a common depository on behalf of Euroclear and Clearstream, Luxembourg, (b) in the case of a Tranche of Notes intended to be cleared through Euroclear France, be delivered to and deposited on the issue date with Euroclear France acting 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, Clearstream, Luxembourg and Euroclear France or delivered outside a clearing system, be deposited (and, in the case of Global Notes in bearer form, delivered and deposited outside the United States) as agreed between the Issuer and the relevant Dealer (as defined below). Each Series of Registered Notes which are sold in an “**offshore transaction**” within the meaning of Regulation S under the US Securities Act of 1933 (as amended) (the “**Securities Act**”) will initially be represented by a permanent registered global certificate (each an “**Unrestricted Global Certificate**”), without interest coupons, which may (or in the case of Notes listed on the Regulated Market of the Luxembourg Stock Exchange will) be deposited on the issue date with a common depository on behalf of Euroclear and Clearstream, Luxembourg. An Unrestricted Global Certificate in respect of a Tranche of Notes that is not to be listed on the Regulated Market of the Luxembourg Stock Exchange may be cleared through a clearing system other than or in addition to Euroclear, Clearstream, Luxembourg, DTC (as defined below) or delivered outside a clearing system, as agreed between the Issuer and the relevant Dealer. Registered Notes which are resold in the United States to qualified institutional buyers within the meaning of Rule 144A under the Securities Act, will initially be represented by a permanent registered global certificate (each a “**Restricted Global Certificate**”) and, together with the Unrestricted Global Certificate, the “**Global Certificates**”), without interest coupons, which may be deposited on the issue date either (a) with a common depository on behalf of Euroclear and Clearstream, Luxembourg, or (b) with a custodian for, and registered in the name of Cede & Co. as nominee for, The Depository Trust Company (“**DTC**”).

Beneficial interests in Global Certificates held by Euroclear, Clearstream, Luxembourg and/or DTC will be shown on and transfers thereof will be effected only through, records maintained by DTC, Clearstream, Luxembourg and/or Euroclear and their participants. See “**Clearing and Settlement**”. The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes and the exchange of interests in each Global Certificate for individual Certificates are described in “**Summary of Provisions Relating to the Notes while in Global Form**”.

*Arrangers*

**IXIS Corporate & Investment Bank**

**JPMorgan**

*Dealers*

**IXIS Corporate & Investment Bank**

**Deutsche Bank**

**JPMorgan**

**Mizuho International plc**

**Nomura International**

**Citigroup**

**Goldman Sachs International**

**Merrill Lynch International**

**Morgan Stanley**

**UBS Investment Bank**

The date of this Base Prospectus is 12 December 2006.

### **Responsibility Statement**

*The Issuer (whose registered office appears on page 161 of this document), having taken all reasonable care to ensure that such is the case, confirms that the information contained or incorporated by reference in this Base Prospectus with respect to it and its subsidiaries taken as a whole (the “**Group**”) and the Notes in the context of the issue and offering of such Notes, is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import. The opinions and intentions expressed in this Base Prospectus with regard to it and the Group are honestly held. The Issuer accepts responsibility for the information contained or incorporated by reference in this Base Prospectus accordingly.*

*The information contained in this Base Prospectus with respect to Banque Fédérale des Banques Populaires and its subsidiaries, taken as a whole (“**Banque Populaire Group**”), NATIXIS and to Caisse Nationale des Caisses d'Épargne et de Prévoyance (“**CNCE**”) and with respect to each of NATIXIS and CNCE and their respective subsidiaries taken as a whole is, or consists of extracts from or summaries of, publicly available information. The Issuer accepts responsibility for the accuracy of such extraction and summary but accepts no further or other responsibility in respect of such information.*

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

*This Base Prospectus (together with any supplements to this Base Prospectus published from time to time (each a “**Supplement**” and together the “**Supplements**”) comprises a base prospectus for the purposes of Article 5.4 of the Prospectus Directive in respect of, and for the purpose of giving information with regard to, the Issuer. In relation to each separate issue of Notes, the final offer price and the amount of such Notes will be determined by the Issuer and the relevant Dealers in accordance with prevailing market conditions at the time of the issue of the Notes and will be set out in the relevant Final Terms.*

*The Issuer has the benefit of the CDC Guarantee granted by Caisse des dépôts et consignations (“**CDC**”). IXIS CIB is a subsidiary of CNCE and has the benefit of the CNCE Guarantee (all as defined and described in “IXIS Corporate & Investment Bank – CDC Guarantee, CNCE Guarantee - Cautionnement Solidaire”) as of their respective effective dates. Notwithstanding the CDC Guarantee and the CNCE Guarantee, no information is included in this Base Prospectus in respect of CDC or (other than the information referred to above) in respect of CNCE, since none of the CDC Guarantee or the CNCE Guarantee relates exclusively to Notes issued under the Programme and none of the Dealers or the Arrangers (as defined in “General Description of the Programme”) (except for IXIS CIB in its capacity as Issuer) accepts any responsibility for the absence of any such information. The CDC Guarantee and the CNCE Guarantee are together referred to herein as the “**Guarantees**”.*

*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 IXIS CIB or any of the Dealers or Arrangers. 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 IXIS CIB since the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that there has been no adverse change in the financial position of IXIS CIB since the date hereof or the date upon which this Base Prospectus has been most recently 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 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 IXIS CIB, the Dealers and the Arrangers to inform themselves about and to observe any such restriction. For a*

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

*Neither this Base Prospectus nor any Final Terms constitutes an offer of, or an invitation by or on behalf of IXIS CIB, the Dealers or the Arrangers to subscribe for, or purchase, any Notes.*

THE NOTES AND THE GUARANTEES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE “SEC”), ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAS ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF THE NOTES OR THE ACCURACY OR ADEQUACY OF THIS BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

THE NOTES AND THE GUARANTEES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT, OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND THE NOTES MAY INCLUDE BEARER NOTES OR EXCHANGEABLE BEARER NOTES THAT ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. SUBJECT TO CERTAIN EXCEPTIONS, THE NOTES MAY NOT BE OFFERED OR SOLD OR, IN THE CASE OF BEARER NOTES OR EXCHANGEABLE BEARER NOTES, DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED, AND REGULATIONS THEREUNDER).

THE NOTES ARE BEING OFFERED AND SOLD OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN RELIANCE ON REGULATION S OF THE SECURITIES ACT (“REGULATION S”) AND MAY BE SOLD IN REGISTERED FORM WITHIN THE UNITED STATES TO “QUALIFIED INSTITUTIONAL BUYERS” IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”). PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT SELLERS OF THE NOTES MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A. FOR A DESCRIPTION OF THESE AND CERTAIN FURTHER RESTRICTIONS ON OFFERS, SALES AND TRANSFERS OF THE NOTES AND DISTRIBUTION OF THIS BASE PROSPECTUS, SEE “TRANSFER RESTRICTIONS” AND “SUBSCRIPTION AND SALE”.

PRIOR TO ANY OFFER OR SALE OF NOTES AND GUARANTEES PURSUANT TO THE EXEMPTION TO THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED FOR BY RULE 144A, THE ISSUER WILL BE REQUIRED TO PROVIDE CERTAIN REPRESENTATIONS AND WARRANTIES AS TO ITS STATUS UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940.

**TO NEW HAMPSHIRE RESIDENTS: NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENCE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE**

**TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.**

The Arrangers and the Dealers (other than IXIS CIB as Issuer) have not separately verified the information contained in this Base Prospectus. None of the Dealers or the Arrangers (other than IXIS CIB as Issuer) 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 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 Arrangers or the Dealers that any recipient of this Base Prospectus or any other financial statements 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 Arrangers (other than IXIS CIB in its capacity as Issuer) undertakes to review the financial condition or affairs of IXIS CIB 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 Arrangers (other than IXIS CIB as aforesaid).

**In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes (provided that, in the case of any Tranche of Notes to be listed on an ISD Regulated Market, the aggregate principal amount of Notes allotted does not exceed 105 per cent. of the aggregate principal amount of the relevant Tranche) 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 of Notes 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 of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes.**

*In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to “€” or “euro” are to the single currency of the participating member states of the European Union which was introduced on 1 January, 1999, references to “US dollars”, “USD”, “\$” and “US\$” are to the lawful currency of the United States of America, references to “Yen” and “JPY” are to the lawful currency of Japan, references to “Sterling”, “GBP” and “£” are to the lawful currency of the United Kingdom.*

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## Summary

*This summary must be read as an introduction to this Base Prospectus. Any decision to invest in any Notes should be based on a consideration of this Base Prospectus as a whole, including the documents incorporated by reference. The Issuer may have civil liability in respect of this summary, if it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus. Where a claim relating to information contained in this Base Prospectus is brought before a court in a European Economic Area State (an “**EEA State**”), the plaintiff may, under the national legislation of the EEA State where the claim is brought, be required to bear the costs of translating this Base Prospectus before the legal proceedings are initiated.*

*Words and expressions defined in “Terms and Conditions of the Notes” below and in the applicable Final Terms shall have the same meanings in this summary.*

### Description of Issuer

IXIS Corporate & Investment Bank is a *société anonyme à Directoire et Conseil de Surveillance* regulated by Articles L.210-1 et seq. of the French Commercial Code. Its registered office is at 47, Quai d'Austerlitz 75648 Paris Cedex 13.

IXIS Corporate & Investment Bank is licensed as a bank. It is able to provide the full range of core and ancillary banking services (excluding management of means of payment and investment services) including custodian-accountholder on own account and clearing broker. It is subject to French and European Union laws and regulations applicable to credit institutions and is regulated by *Livre V* of the French Monetary and Financial Code.

IXIS CIB, employing some 2,000 staff worldwide, targets an institutional client base. Its aim is to be a major French investment and corporate bank, in the fixed income, forex and equities markets, specializing in niche, higher value added, businesses and in more complex areas, such as sales of equities, derivatives and structured operations.

IXIS CIB is directly owned by NATIXIS (previously Natexis Banques Populaires), a subsidiary of Caisse Nationale des Caisses d'Epargne et Prévoyance (“**CNCE**”) and Banque Fédérale des Banques Populaires (“**BFBP**”).

Financial Summary of the Issuer:

Consolidated results<sup>1</sup>

audited figures

<i>Millions of euros</i>	2005	2004	2003
Net banking income	1,342	790	633
Gross operating income	498	292	233
Consolidated net income	353	193	112

<sup>1</sup> IXIS Corporate & Investment Bank Group's scope of consolidation comprises IXIS Corporate & Investment Bank, IXIS Capital Markets (United States), IXIS Securities, the Group's equity stake in Nexgen and several special-purpose entities (the full scope of consolidation is provided in note 37 to the consolidated financial statements).

ROE	10 %	17% <sup>2</sup>	16%
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#### Consolidated equity

<i>Millions of euros</i>	31/12/2005	31/12/2004	31/12/2003
Consolidated shareholders' equity <sup>3</sup>	3,704	3,432	747
Regulatory capital	5,871	5,622	1,377

#### Consolidated balance sheet total

<i>Millions of euros</i>	31/12/2005	31/12/2004	31/12/2003
Consolidated balance sheet total	227,821	207,059	134,213

#### **First time application of IFRS**

The 2006 interim financial statements of IXIS CIB were the first drawn up in accordance with the set of standards of the International Financial Reporting Standards Board.

#### **Risk Factors**

- (i) **Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme include the following:**
- (a) The Notes constitute unsecured obligations of the Issuer and of no other person (subject as provided under the guarantees of CNCE and CDC). At any given time, the outstanding amount of financial instruments issued by the Issuer may be substantial.
- (b) The Issuer and any of its subsidiaries and affiliates may (a) possess or acquire material information about underlying assets and/or (b) may engage in trading or hedging transactions involving the Notes, any underlying securities or other derivative products that may affect the value of the Notes. They have no obligation to disclose any such information or to refrain from engaging into any such activities. The Issuer assumes no responsibility whatsoever for any adverse impact on

<sup>2</sup> Based on the pro rata book value of consolidated shareholders' equity.

<sup>3</sup> Net of minority interests and excluding the Fund for General Banking Risks.

investments in the Notes.

- (c) The Issuer is exposed to the creditworthiness of its customers and counterparties.
- (d) Unforeseen events and/or states of emergency can lead to an abrupt interruption of the Issuer's operations, which can cause substantial losses and additional costs.
- (e) Any failure or interruption in the communications and information systems could have a material adverse effect on the Issuer's financial condition and results of operations.
- (f) It may not be possible for investors to effect service of process within the United States upon IXIS CIB or its directors and executive officers or to enforce against any of them in the United States courts judgments obtained in United States courts.
- (g) The scope of each of the guarantees from CDC and CNCE is limited in accordance with their respective terms. These guarantees have been designed to cover certain transactions only entered into by IXIS CIB during the period from 24 January 2004 and at the latest 23 January 2007 and are not limited to the Issuer's obligations under Notes issued under the Programme.
- (h) The CDC Guarantee and the CNCE Guarantee are not 'first demand' guarantees. Before claiming under the applicable guarantee, a counterparty must first deliver a written payment request to IXIS CIB for amounts due but unpaid, and if the amount claimed remains unpaid the counterparty may issue a written demand within the time periods and in accordance with the terms of the applicable guarantee.
- (i) Each of the CDC Guarantee and the CNCE Guarantee may be revoked in accordance with its terms. This may affect the overall creditworthiness of the Issuer.
- (ii) **There are certain factors which are material for the purpose of assessing the risks related to Notes including the following:**
  - (a) The Notes may provide for early redemption at the option of the Issuer. The yields received upon redemption may be lower than expected, and the redeemed face amount of the Notes may be lower than the purchase price for the Notes and part of the Noteholders' investment may be lost.
  - (b) Notes with variable interest rates can be volatile investments.
  - (c) 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
  - (d) Although Subordinated Notes may pay a higher rate of interest than comparable Unsubordinated Notes, there is a real risk that an investor in Subordinated Notes will lose all or some of his investment should the Issuer become insolvent.



- (e) The tax impact on an individual Noteholder may differ from the situation described for Noteholders generally.
- (f) Interest payments under the Notes made by paying agents in one Member State to individuals resident in another Member State of the EU may be subject to withholding tax.
- (g) Investors in foreign currency bonds are exposed to the exchange rate volatility.
- (h) Changes in market interest rates may adversely affect the value of Fixed Interest Rate Notes.
- (i) There can be no assurance that an active trading market for the Notes will develop, or be maintained.
- (j) Interest income and yield on Floating Rate Notes cannot be anticipated.
- (k) Due to their leverage effect, Zero Coupon Notes are associated with a particularly high price risk.
- (l) Index Linked Interest Notes, other variable-linked coupon amount Notes (including Equity Linked Notes), Index Linked Redemption Amount Notes and other variable-linked Redemption Amount Notes (including Equity Linked Notes) bear significant risks not associated with similar investments in a conventional fixed or floating rate debt security.
- (m) The Conditions of the Notes are based on English law in effect as at the date of this Base Prospectus.
- (n) Ratings may not reflect the potential impact of all risks related to structure, market and other factors that may affect the value of the Notes.
- (o) The market value of the Notes will be affected by the creditworthiness of the Issuer and additional factors, including the value and volatility of the reference assets or index, to, securities market interest and yield rates and the time remaining to maturity.

See “*Risk Factors*” below for further details

**Programme Amount**

Up to €22,000,000,000 (or its equivalent in other currencies) outstanding at any one time, subject to further increase.

**Final Terms**

The characteristics of each issue of Notes will be set out in the relevant Final Terms.

**Currencies**

Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the Relevant Dealers.

**Denominations**

Notes will be in such denominations as may be specified in the relevant Final Terms. The minimum denomination of each Note admitted to trading on a European Economic Area exchange and/or offered to the public in an EEA State in circumstances which require the publication of a prospectus under the Prospectus Directive will be €1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

<b>Form of Notes</b>	<p>The Notes may be issued in bearer form only, in bearer form exchangeable for Registered Notes or in registered form only.</p> <p>If the bearer Global Notes are stated in the applicable Final Terms to be issued in new global note form they are intended to be eligible collateral for Eurosystem monetary policy and the Global Notes will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Bearer Global Notes which are not issued in NGN form and Certificates may (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 depositary on behalf of Euroclear and Clearstream, Luxembourg and (b) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear and Clearstream, Luxembourg or delivered outside a clearing system, be deposited as agreed between the Issuer and the relevant Dealer.</p>
<b>Interest</b>	<p>The relevant Final Terms will specify whether the Notes bear interest and the method of, and the periods for, the calculation of any such interest, and the specified date(s) for payment in each year.</p>
<b>Type of Notes</b>	<p>Notes may be Fixed Interest Notes, Floating Rate Notes, Index Linked Interest Notes, other variable-linked coupon amount Notes (including Equity Linked Notes), Index Linked Redemption Amount Notes, other variable-linked Redemption Amount Notes (including Equity Linked Notes), Zero Coupon Notes, high interest Notes, low interest Notes, step-up Notes, step-down Notes, dual currency Notes, reverse dual currency Notes, optional dual currency Notes, partly-paid Notes. These and any other type of Note that the Issuer and any Dealer or Dealers may agree to issue under the Programme will be set out in the relevant Final Terms.</p>
<b>Redemption</b>	<p>Notes may be redeemed at their nominal amount or at a variable (including Index-Linked or Equity Linked Notes) amount, or (in the case of Equity Linked Notes) by physical delivery. Notes may be redeemable in whole at maturity or in instalments on specified dates and in specified amounts.</p>
<b>Optional Redemption</b>	<p>Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders, if so specified in the relevant Final Terms.</p>
<b>Redenomination, Renominalisation and/or Consolidation</b>	<p>Notes denominated in a currency that may be converted into euro may be subject to redenomination, renominalisation and/or consolidation with other Notes denominated in euro.</p>
<b>Status of Notes</b>	<p>The obligations of the Issuer under the Notes will be unsecured and may be unsubordinated or subordinated.</p>
<b>Negative Pledge</b>	<p>So long as any of the Unsubordinated Notes remains outstanding, the Issuer will not create or permit to subsist any security interest upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any Relevant Debt or any guarantee of or indemnity by the Issuer in respect of any Relevant Debt, unless</p>

	at the same time or prior thereto the Issuer's obligations under the Unsubordinated Notes (A) are secured equally and rateably therewith, or (B) have the benefit of such other security, guarantee, indemnity or other arrangement as shall be approved by an Extraordinary Resolution of the Noteholders. See "Terms and Conditions of the Notes – Negative Pledge".
<b>Events of Default</b>	Unsubordinated Notes may become immediately redeemable by notice by a holder upon the occurrence of certain Events of Default as defined and described under "Terms and Conditions of the Notes – Events of Default".
<b>Early Redemption</b>	Except as provided in Condition 6(e), Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. See "Terms and Conditions of the Notes – Redemption, Purchase and Options".
<b>Withholding Tax</b>	<p>Payments in respect of the Notes will be exempt from the withholding tax on interest set out under Article 125AIII of the French General Tax Code, by virtue of Article 131 <i>quater</i> of the French General Tax Code (as construed by the French tax authorities), to the extent that the Notes constitute <i>obligations</i> and are issued (or deemed to be issued) outside France (see "Terms and Conditions of the Notes – Taxation" and "Taxation – France").</p> <p>The tax regime applicable to Notes which do not constitute obligations will be set out in the relevant Final Terms.</p>
<b>Governing Law</b>	English law, except for the provisions of Condition 3(b) in relation to subordinated Notes which are governed by French law.
<b>Listing</b>	The Final Terms for each issue will state whether or not, and on which stock exchange(s), the Notes are to be listed.
<b>Selling Restrictions</b>	The offering and sale of Notes and the distribution of any documents in connection therewith may be restricted in certain jurisdictions. See "Subscription and Sale".
<b>Transfer Restrictions</b>	There are restrictions on the transfer of Registered Notes sold pursuant to Rule 144A under the Securities Act. See "Transfer Restrictions" and "Subscription and Sale".
<b>Undertakings of CDC and CNCE</b>	CDC has given certain undertakings to IXIS CIB and CNCE has given certain undertakings to IXIS CIB, all as described under "IXIS Corporate & Investment Bank – CDC Guarantee, CNCE Guarantee – <i>Cautionnements Solidaires</i> ".
<b>Ratings</b>	<p>Tranches of Notes issued under the Programme may be rated or unrated.</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>

## **Risk Factors**

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

### **Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme**

#### *Creditworthiness of the Issuer*

The Notes constitute general and unsecured contractual obligations of the Issuer and of no other person (subject as provided under the guarantees of CNCE and CDC, as described below) which will rank equally with all other unsecured contractual obligations of the Issuer and behind preferred liabilities, including those mandatorily preferred by law. The Issuer issues a large number of financial instruments, including the Notes, on a global basis and, at any given time, the financial instruments outstanding may be substantial. If you purchase the Notes, you are relying upon the creditworthiness of the Issuer and no other person and where the Notes relate to securities, you have no rights against the company that has issued such securities, and where the Notes relate to an index, you have no rights against the sponsor of such index and where the Notes relate to a fund you have no rights against the manager of such fund. Further, an investment in the Notes is not an investment in the underlying assets and you will have no rights in relation to voting rights or other entitlements (including any dividend or other distributions).

#### *Conflicts of interest*

The Issuer provides a full array of capital market products and advisory services worldwide. The Issuer and any of its subsidiaries and affiliates, in connection with its other business activities, may possess or acquire material information about the underlying assets. Such activities and information may cause consequences adverse to the Noteholders. Such actions and conflicts may include, without limitation, the exercise of voting power, the purchase and sale of securities, financial advisory relationships and exercise of creditor rights. The Issuer and any of its subsidiaries and affiliates have no obligation to disclose such information about the underlying assets or the companies to which they relate. The Issuer and any of its subsidiaries and affiliates and their officers and directors may engage in any such activities without regard to the Notes or the effect that such activities may directly or indirectly have on any Note.

In addition, the Issuer or any of its affiliates may engage in trading or hedging transactions involving the Notes, any underlying securities or other derivative products that may affect the value of the Notes.

The above situations may result in consequences which may be adverse to your investment. The Issuer assumes no responsibility whatsoever for such consequences and their impact on your investment.

#### *Unforeseen events can interrupt IXIS CIB's operations and cause substantial losses and additional costs.*

Unforeseen events like severe natural catastrophes, terrorist attacks or other states of emergency can lead to an abrupt interruption of IXIS CIB's operations, which can cause substantial losses. Such losses can relate to property, financial assets, trading positions and to key employees. IXIS CIB's planning for any such event relies in great part on the fact that it operates out of headquarters in two cities and thus maintains much parallel information between the two sites. Such unforeseen events can also lead to additional costs (such as relocation of employees affected) and increase IXIS CIB's costs (such as insurance premiums). Such events may also make insurance coverage for certain risks unavailable and thus increase IXIS CIB's risk.

*IXIS CIB is exposed to credit risk of other parties.*

As a credit institution, IXIS CIB is exposed to the creditworthiness of its customers and counterparties. IXIS CIB cannot assume that its level of provisions will be adequate or that it will not have to make significant additional provisions for possible bad and doubtful debts in future periods.

*An interruption in or breach of IXIS CIB's information systems may result in lost business and other losses.*

As with most other banks, IXIS CIB relies heavily on communications and information systems to conduct its business. Any failure or interruption or breach in security of these systems could result in failures or interruptions in IXIS CIB's customer relationship management, general ledger, deposit, servicing and/or loan organisation systems. IXIS CIB cannot provide assurances that such failures or interruptions will not occur or, if they do occur, that they will be adequately addressed. The occurrence of any failures or interruptions could have a material adverse effect on IXIS CIB's financial condition and results of operations.

*Enforcement of Actions*

The Issuer is a *société anonyme à Directoire et Conseil de Surveillance* organised under the laws of the Republic of France. None of the directors and executive officers of IXIS CIB are residents of the United States, and all or a substantial portion of the assets of IXIS CIB and such persons are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon IXIS CIB or such persons or to enforce against any of them in the United States courts judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any State or territory within the United States.

#### **Factors that may affect recovery under the guarantees**

*Limited scope of the guarantees*

The scope of the CDC IXIS Guarantee (as defined in on page 99 of this Base Prospectus) is limited to all on-balance sheet and off-balance sheet Transactions (as defined in the CDC IXIS Guarantee) of IXIS CIB the respective maturity dates of which fall before 24 January 2017, other than (i) payment obligations arising from any subordinated securities or debts that are subject to a subordination provision which is intended for or which results in the assimilation of such securities or debts to its own funds (*fonds propres* as defined by banking regulations) or (ii) any payment obligations arising under transactions which are specifically excluded from the benefit of the CDC IXIS Guarantee.

The scope of the CDC Guarantee (as defined in on page 98 of this Base Prospectus) is limited to the undertakings of CDC IXIS under the CDC IXIS Guarantee.

The above guarantees have been designed to cover Transactions entered into by IXIS CIB during the period from and including 24 January 2004 and at the latest midnight (Paris time) of 23 January 2007 and are not limited to the Issuer's obligations under Notes issued under the Programme.

The scope of the CNCE Guarantee (as defined on page 98 of this Base Prospectus) is limited to all Transactions (as defined in the CNCE Guarantee) which are not specifically excluded from the benefit of the CNCE Guarantee and which are entered into by IXIS CIB (a) on or after 24 January 2004 and which have maturity dates falling on or after 24 January 2017, or (b) on or after 24 January 2007, irrespective of the maturity date of such transaction.

*Requirement to serve a payment demand on IXIS CIB before claiming from guarantors.*

The CDC Guarantee and the CNCE Guarantee are not 'first demand' guarantees. Before claiming under the CDC Guarantee or the CNCE Guarantee (as the case may be), a counterparty must first deliver a written payment request to IXIS CIB for amounts due but unpaid. If the amount claimed remains unpaid by IXIS CIB two Business Days (under the terms of the CDC Guarantee) or three Business Days (under the terms of the CNCE Guarantee) after receipt by IXIS CIB of the payment request, the counterparty may issue a written

demand on CDC in accordance with the terms of the CDC Guarantee or on CNCE in accordance with the terms of the CNCE Guarantee (as the case may be), and CDC or CNCE (as the case may be) will be obliged to pay amounts due to the counterparty within three Business Days of receipt of such written demand subject to and in accordance with the terms of the relevant guarantee.

*Revocation of guarantees could affect creditworthiness of Issuer.*

Each of the CDC Guarantee and the CNCE Guarantee may be revoked upon the giving of notice in accordance with its terms. Although any financial instruments issued with the benefit of these guarantees (including Notes issued under the Programme) and outstanding as of any such termination will continue to benefit from the relevant guarantee until the maturity date of such financial instrument, the revocation of either guarantee may affect the overall creditworthiness of the Issuer.

**Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme**

*The Notes may not be a suitable investment for all investors.*

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes, the impact this investment will have on the potential investor's overall investment portfolio, and the suitability of its investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

*Risks related to the structure of a particular issue of Notes*

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

*Notes subject to optional redemption by the Issuer*

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

*Index Linked Notes, other variable-linked coupon amount Notes (including Equity Linked Notes), Index Linked Redemption Amount Notes, other variable-linked Redemption Amount Notes (including Equity Linked Notes), Dual Currency Notes, Equity Linked Notes and other notes the performance of which is linked to a Relevant Factor*

The Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates, indices or other factors (each, a “**Relevant Factor**”). Also, the Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. In addition (in the case of Equity Linked Notes), the Issuer may redeem the Notes by physical delivery of a security or an asset, if so specified in the relevant Final Terms. Potential investors should be aware that:

- (i) the market price of such Notes may be volatile;
- (ii) they may receive no interest;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;
- (iv) they may lose all or a substantial portion of their principal;
- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vi) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified;
- (vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield; and
- (viii) neither the current nor the historical value of the Relevant Factor may provide a reliable indication of its future performance during the term of any Note.

In addition to the risks set out above, Notes linked to a Relevant Factor may carry risks including the following (among others, including any further risks specified in connection with a particular issue of Notes): in circumstances where redemption of the Notes may involve physical delivery of a security or other asset, such delivery, and therefore the ability of Noteholders to obtain something of value upon redemption may be affected by, among other things, events disrupting mechanisms required for physical settlement or any applicable laws or regulations limiting the right of a Noteholder to obtain or the Issuer to effect such delivery.

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

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 or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

*Inverse Floating Rate Notes*

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Notes typically are more volatile than market values of other

conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

#### *Fixed/Floating Rate Notes*

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate 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. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

#### *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.

#### *The Issuer's obligations under Subordinated Notes are subordinated.*

The Issuer's obligations under Subordinated Notes will be unsecured and subordinated and will rank junior in priority of payment to all unsubordinated obligations of the Issuer with the exception of the *prêts participatifs* granted to, and *titres participatifs* issued by, the Issuer. Although Subordinated Notes may pay a higher rate of interest than comparable Notes which are not subordinated, there is a real risk that an investor in Subordinated Notes will lose all or some of his investment should the Issuer become insolvent. Subject to the applicable law, if any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or the transfer of the whole of the Issuer's business (*cession total de l'entreprise*) or if the Issuer is liquidated for any other reason, the payment obligations of the Issuer under the Subordinated Notes and the Receipts and, if the Conditions of the Notes so specify, the Coupons relating to them shall be subordinated to the payment in full of the unsubordinated creditors of the Issuer and, subject to such payment in full, the holders of the Subordinated Notes and the holders of the Receipts and, if the Conditions of the Notes so specify that the payment obligations of the Issuer under the Coupons are subordinated, of the Coupons relating to them will be paid in priority to any *prêts participatifs* granted to, and any *titres participatifs* issued by, the Issuer.

In the event of incomplete payment of unsubordinated creditors on the *liquidation judiciaire* of the Issuer, the obligations of the Issuer in connection with the Subordinated Notes and the Receipts and, if the Conditions of the Notes so specify that the payment obligations of the Issuer under the Coupons are subordinated, the Coupons, will be terminated by operation of the law.

#### *A Noteholder's effective yield on the Notes may be diminished by the tax impact on that Noteholder of its investment in the Notes.*

Payments of interest on the Notes, or profits realised by the Noteholder upon the sale or repayment of the Notes, may be subject to taxation in its home jurisdiction or in other jurisdictions in which it is required to pay taxes. The tax impact on Noteholders generally in France is described under "Taxation" below; however, the tax impact on an individual Noteholder may differ from the situation described for Noteholders generally. The Issuer advises all investors to contact their own tax advisors for advice on the tax impact of an investment in the Notes.



*Investors will not be able to calculate in advance their rate of return on Floating Rate Notes.*

A key difference between Floating Rate Notes and Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. If the terms and conditions of the Notes provide for frequent interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing.

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

*Foreign currency bonds expose investors to foreign-exchange risk as well as to issuer risk.*

As purchasers of foreign currency bonds, investors are exposed to the risk of changing foreign exchange rates. This risk is in addition to any performance risk that relates to the issuer or the type of Note being issued.

#### **Risks related to Notes generally**

Set out below is a brief description of certain risks relating to the Notes generally:

##### *Modification*

The conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority. In the case of any Subordinated Notes, any proposed modification of the Conditions would be valid only upon the prior approval of the *Secrétariat Général* of the *Commission Bancaire*.

##### *EU Savings Directive*

On 3 June 2003, the Council of the European Union adopted a directive regarding the taxation of savings income (the "**Directive**"). Member States are required to provide the tax authorities of another Member State with, *inter alia*, details of payments of interest within the meaning of the Directive (interest, products, 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, Belgium and Austria), instead of using the Disclosure of Information Method used by other member States, would withhold an amount on interest payments.

The rate of such withholding tax equals 15 per cent. during the first three years from the date of implementation of the Directive, 20 per cent. during the subsequent three years and 35 per cent. until the end of a transitional period, which will end if and when the European Union enters into agreements on exchange of information upon request with a number of third countries and territories (including, *inter alia*, the United States, Switzerland, Liechtenstein, San Marino, Monaco and Andorra).

*The introduction of Basel II will change banks capital adequacy ratios.*

The introduction in 2007 of the general agreement of the Basel Committee for Bank Supervision for the International Convergence of Capital Measurement and Capital Standards of June 2004, or Basel II, is likely to bring changes to banks' capital ratios, including those of IXIS CIB. The direction and magnitude of the impact of Basel II will depend on the particular asset structures of each bank and its precise impact on IXIS CIB cannot be quantified with certainty at this time. IXIS CIB expects to incur costs in complying with the new guidelines. The new guidelines may also require IXIS CIB to operate its business in ways that may be less profitable than its present operations.

*Change of law*

The conditions of the Notes are governed by English law, except for Condition 3(b) relating to subordination, which is governed by French law, in each case, 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 to English or French laws (or any other relevant law) or administrative practices after the date of this Base Prospectus.

### **Risks related to the market generally**

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

*The secondary market generally*

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

*Exchange rate risks and exchange controls*

The Issuer will pay principal and interest on the Notes in the specified currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the specified currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the specified currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the specified currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

*Interest rate risks*

Investment in Fixed Interest Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Interest Rate Notes.

*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.

*Legal investment considerations may restrict certain investments.*

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments suitable for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal and/or financial advisers and/or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

## Documents Incorporated by Reference

This Base Prospectus should be read and construed in conjunction with the following documents which have been previously published or are published simultaneously with the Base Prospectus and which have been filed with the *Commission de Surveillance du Secteur Financier* (the "CSSF") and shall be deemed to be incorporated in, and form part of, this Base Prospectus:

- (a) the audited non-consolidated and consolidated annual financial statements of the Issuer and audit reports for the financial years ended 31 December 2004 and 2005, together in each case, with the notes thereto; and
- (b) the unaudited consolidated financial statements of the Issuer for the six month period ended 30 June 2006, together with the notes thereto and the auditors' limited review report thereon,

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). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus can be obtained from the Issuer's office as set out at the end of this Base Prospectus. In addition such documents will be available, free of charge, from the principal office in Luxembourg of the Luxembourg listing agent, Fortis Banque Luxembourg S.A., and will be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

Information incorporated by reference	Reference
<b>IXIS CIB audited annual consolidated financial statements for the financial year ended 31 December 2004</b>	<b>2004 Annual Report ("2004 AR") pages 114-173</b>
Balance Sheet relating to the above	2004 AR pages 114-115
Income Statement relating the above	2004 AR page 116
Off Balance Sheet items relating to the above	2004 AR page 117
Notes relating to the above	2004 AR pages 118-171
Accounting principles relating to the above	2004 AR pages 118-132
Audit Report relating to the above	2004 AR pages 172-173
<b>IXIS CIB audited annual non-consolidated financial statements for the financial year ended 31 December 2004</b>	<b>2004 Annual Report ("2004 AR") pages 176-192</b>
Balance Sheet relating to the above	2004 AR pages 176-177
Income Statement relating to the above	2004 AR page 178
Off Balance Sheet items relating to the above	2004 AR page 179
Notes relating to the above (extracts)	2004 AR pages 180-191
Accounting principles relating to the above	2004 AR pages 180-189
Table of results for the last five years	2004 AR page 192
<b>IXIS CIB audited annual consolidated financial statements for the</b>	<b>2005 Annual Report ("2005</b>

<b>financial year ended 31 December 2005</b>	<b>AR") pages 114-161</b>
Balance Sheet relating to the above	2005 AR pages 116-117
Income Statement relating the above	2005 AR page 119
Off Balance Sheet items relating to the above	2005 AR page 118
Notes relating to the above	2005 AR pages 120-159
Accounting principles relating to the above	2005 AR pages 120-130
Cash Flow Statement	2005 AR pages 156-157
Audit Report relating to the above	2005 AR pages 160-161
<b>IXIS CIB audited annual non-consolidated financial statements for the financial year ended 31 December 2005</b>	<b>2005 Annual Report ("2005 AR") pages 162-178</b>
Balance Sheet relating to the above	2005 AR pages 164-165
Income Statement relating to the above	2005 AR page 167
Off Balance Sheet items relating to the above	2005 AR page 166
Notes relating to the above (extracts)	2005 AR pages 168-177
Accounting principles relating to the above	2005 AR pages 168-175
Table of results for the last five years	2005 AR page 178
<b>IXIS CIB unaudited consolidated financial statements for the six month period ended 30 June 2006</b>	<b>30 June Accounts</b>
Balance Sheet relating to the above	page 2 to 30 June Accounts
Income Statement relating the above	page 3 to 30 June Accounts
Cash Flow Statement	Pages 5-6 to 30 June Accounts
Notes relating to the above	page 7 <i>et seq</i> to 30 June Accounts
Auditors' limited review Report relating to the above (English and French language versions)	provided with 30 June Accounts

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

#### **Supplement to the Base Prospectus**

The Issuer has given an undertaking to the Dealers that if at any time during the duration of the Programme there shall occur any material adverse change in the business or financial condition of, or other material adverse change affecting IXIS CIB which is not reflected in this Base Prospectus, or there is any other significant new factor, material mistake or inaccuracy relating to information the inclusion of which would reasonably be required by investors and their professional advisers, and would reasonably be expected by them to be found in this Base Prospectus, for the purpose of making an informed assessment of its assets and liabilities, financial position, profits and losses and prospects and the rights attaching to the Notes (including for this purpose a change in the Terms and Conditions set out under "Terms and Conditions of the Notes"), it shall prepare a supplement to this Base Prospectus or publish a replacement Base Prospectus for use in connection with any subsequent offering of Notes and shall supply to each Dealer such number of copies of such supplement hereto as such Dealer may reasonably request.

### **Issue of Notes**

Notes will be issued in series (each a “**Series**”) having one or more issue dates and (except in respect of the first payment of interest) on terms otherwise identical, the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a “**Tranche**”) 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 principal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in a Final Terms to this Base Prospectus (a “**Final Terms**”) which will contain the information described under “General Information”.

## General Description of the Programme

<b>Issuer:</b>	IXIS Corporate & Investment Bank (“ <b>IXIS CIB</b> ”)
<b>Description:</b>	Debt Issuance Programme
<b>Programme Size:</b>	Up to euro 22,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate principal amount of Notes outstanding at any one time.
<b>Arrangers:</b>	IXIS Corporate & Investment Bank and J.P. Morgan Securities Ltd.
<b>Dealers:</b>	IXIS Corporate & Investment Bank Citigroup Global Markets Limited Deutsche Bank AG, London Branch Goldman Sachs International J.P. Morgan Securities Ltd. Merrill Lynch International Mizuho International plc Morgan Stanley & Co. International Limited Nomura International plc UBS Limited

The Issuer may from time to time terminate the appointment of any dealer under the Programme, or appoint additional dealers in respect of the whole of the Programme or the Issuer may from time to time appoint additional dealers in respect of one or more Tranches. References in this Base Prospectus to “**Permanent Dealers**” are to the persons listed above as Dealers 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 “**Dealers**” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.

At the date of this Base Prospectus, only credit institutions and investment firms incorporated in a member state of the European Union and which are authorised by the relevant authority of such member state to lead manage bond issues in such member state may (a) act as Dealers in respect of non-syndicated issues of Notes denominated in euro and (b) as lead managers of issues of Notes denominated in euro issued on a syndicated basis.

<b>Certain Restrictions:</b>	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “ <i>Subscription and Sale</i> ”).
<b>Fiscal Agent:</b>	Citibank, N.A., London
<b>Method of Issue:</b>	The Notes will be issued on a syndicated or non-syndicated basis.
<b>Issue Price:</b>	Notes may be issued at their principal amount or at a discount or premium to their principal amount. Partly-paid Notes may be issued, the issue price of which will be payable in two or more instalments.
<b>Form of Notes:</b>	The Notes may be issued in bearer form only (“ <b>Bearer Notes</b> ”), in bearer form exchangeable for Registered Notes (“ <b>Exchangeable Bearer Notes</b> ”) or

in registered form only (“**Registered Notes**”). Each Tranche of Bearer Notes and Exchangeable Bearer Notes will be represented on issue by a temporary Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than 183 days and are being issued in compliance with the D Rules (as defined in “Summary of the Programme – Selling Restrictions”), otherwise such Tranche will be represented by a permanent Global Note. Registered Notes will be represented by Certificates, one Certificate being issued in respect of each Noteholder's entire holding of Registered Notes of one Series. Certificates representing Registered Notes that are registered in the name of a nominee for one or more clearing systems are referred to as “**Global Certificates**”.

If the bearer Global Notes are stated in the applicable Final Terms to be issued in new global note form they are intended to be eligible collateral for Eurosystem monetary policy and the Global Notes will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Global Notes which are not issued in NGN form and registered Certificates may (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 on behalf of Euroclear and Clearstream, Luxembourg and (b) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear and Clearstream, Luxembourg or delivered outside a clearing system, be deposited as agreed between the Issuer and the relevant Dealer.

**Clearing Systems:**

Clearstream, Luxembourg, Euroclear, DTC or, if so specified in the Final Terms in relation to any Tranche, Euroclear France or such other clearing system as may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer. Application may be made for trading of Registered Notes in PORTAL, as specified in the applicable Final Terms.

**Initial Delivery of Notes:**

On or before the issue date for each Tranche, if the relevant Global Note is intended to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations, the Global Note will be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg. On or before the issue date for each Tranche, if the relevant Global Note is not intended to be recognised as eligible collateral for Eurosystem monetary policy intra-day credit operations; the Global Note representing Bearer Notes (other than NGNs) or Exchangeable Bearer Notes or the Certificate representing Registered Notes may be delivered to and deposited with a common depository for Euroclear and Clearstream, Luxembourg or a custodian for DTC or in the case of a Tranche intended to be cleared through Euroclear France, with Euroclear France acting as central depository. Certificates representing Registered Notes may also be deposited with a Custodian for DTC. Global Notes or Certificates may also be deposited with any other clearing system or may be delivered outside any clearing system provided that (i) the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer and (ii) Global Notes representing Bearer Notes or Exchangeable Bearer Notes are delivered and deposited outside the United States and its possessions. Registered Notes that



are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems.

<b>Currencies:</b>	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the Relevant Dealers, including euro, US dollars, Australian dollars, Canadian dollars, Hong Kong dollars, New Zealand dollars, Sterling and Japanese Yen or in other currencies if the Issuer and the relevant Dealer(s) so agree.
<b>Maturities:</b>	Subject to compliance with all relevant laws, regulations and directives, the Notes will have a minimum maturity of one month. Subordinated Notes will be subject to applicable French banking laws and regulations and, in particular, Article 4(c) of <i>Règlement</i> no. 90-02 dated 23 February 1990 of the <i>Comité de la réglementation bancaire et financière</i> in France, as amended from time to time.
<b>Fixed Interest Rate Notes:</b>	Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.
<b>Floating Rate Notes:</b>	Floating Rate Notes will bear interest at a rate set separately for each Series as follows:  (i) 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 2000 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and/or updated as at the Issue Date of the first Tranche of the Notes of the relevant Series, or  (ii) by reference to LIBOR, LIBID, LIMEAN or EURIBOR (as defined and specified in the relevant Final Terms) (or such other benchmark as may be specified in the relevant Final Terms) as adjusted for any applicable margin.  Interest periods will be specified in the relevant Final Terms.
<b>Index Linked Interest Notes and other Variable-Linked Coupon Amount Notes (including Equity Linked Notes):</b>	The Final Terms issued in respect of each issue of Index Linked Interest Notes and other variable-linked coupon amount Notes (including Equity Linked Notes) will specify the basis for calculating the amounts of interest payable, which may be by reference to a stock index or formula or as otherwise provided in the relevant Final Terms.
<b>Zero Coupon Notes:</b>	Zero Coupon Notes may be issued at their principal amount or at a discount to it and will not bear interest.
<b>Interest Periods and Interest Rates:</b>	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.
<b>Index Linked Redemption Amount Notes and other Variable-Linked Redemption Amount Notes (including Equity</b>	The Final Terms issued in respect of each issue of Index Linked Redemption Amount Notes and other variable-linked redemption amount Notes (including Equity Linked Notes) will specify the basis for calculating the redemption amounts payable, which may be by reference to a stock index or formula or as otherwise provided in the relevant Final Terms.

<b>Linked Notes):</b>	
<b>Redemption by Instalments:</b>	The Final Terms issued in respect of each issue of Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.
<b>Other Notes:</b>	Terms applicable to high interest Notes, low interest Notes, step-up Notes, step-down Notes, dual currency Notes, reverse dual currency Notes, optional dual currency Notes, partly-paid Notes and any other type of Note that the Issuer and any Dealer or Dealers may agree to issue under the Programme will be set out in the relevant Final Terms.
<b>Optional Redemption:</b>	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders, and if so the terms applicable to such redemption.
<b>Redenomination, Renominalisation and/or Consolidation:</b>	Notes denominated in a currency that may be converted into euro may be subject to redenomination, renominalisation and/or consolidation with other Notes denominated in euro. Any such redenomination, renominalisation and/or consolidation will be specified in the relevant Final Terms.
<b>Status of Notes:</b>	The obligations of the Issuer under the Notes may be unsubordinated (“ <b>Unsubordinated Notes</b> ”) or subordinated (“ <b>Subordinated Notes</b> ”). Unsubordinated Notes will constitute unsubordinated and unsecured obligations of the Issuer and Subordinated Notes, which may be dated or undated, will constitute subordinated and unsecured obligations of the Issuer and their proceeds may or may not constitute <i>fonds propres complémentaires</i> (“ <b>Tier 2 Capital</b> ”) within the meaning of Article 4 of <i>Règlement</i> no. 90-02 of 23 February 1990, or <i>fonds propres surcomplémentaires</i> (“ <b>Tier 3 Capital</b> ”) within the meaning of Article 3 of <i>Règlement</i> no. 95-02 of 21 July 1995, in each case, of the <i>Comité de la réglementation bancaire et financière</i> , all as described in “Terms and Conditions of the Notes – Status” and/or in the applicable Final Terms.
<b>Negative Pledge:</b>	The Issuer undertakes that, so long as any of the Unsubordinated Notes, and Receipts or Coupons relating to them remains outstanding, it will not create or permit to subsist any mortgage, pledge, lien or other form of encumbrance or security interest upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any Relevant Debt or any guarantee of or indemnity by the Issuer in respect of any Relevant Debt, unless at the same time or prior thereto the Issuer's obligations under the Unsubordinated Notes, Receipts or Coupons relating to them (A) are secured equally and rateably therewith, or (B) have the benefit of such other security, guarantee, indemnity or other arrangement as shall be approved by an Extraordinary Resolution of the Noteholders. See “Terms and Conditions of the Notes – Negative Pledge”.
<b>Cross Default:</b>	See “Terms and Conditions of the Notes – Events of Default”.
<b>Early Redemption:</b>	Except as provided in “Optional Redemption” above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. See “Terms and Conditions of the Notes – Redemption, Purchase and Options”.

**Withholding Tax:** Payments in respect of the Notes will be exempt from the withholding tax on interest set out under Article 125 A III of the French General Tax Code, by virtue of Article 131 *quater* of the French General Tax Code (as construed by the French tax authorities), to the extent that the Notes constitute *obligations* and are issued (or deemed to be issued) outside France (see “Terms and Conditions of the Notes – Taxation”).

Notes constituting *obligations* under French law will be issued (or deemed to be issued) outside France (i) in the case of syndicated or non-syndicated issues of Notes, if such Notes are denominated in euro, (ii) in the case of syndicated issues of Notes denominated in currencies other than euro, if, *inter alia*, the Issuer and the relevant Dealers agree not to offer the Notes to the public in the Republic of France in connection with their initial distribution and such Notes are offered in the Republic of France only through an international syndicate to “qualified investors”, other than individuals, as defined in and in accordance with Articles L.411-2 and D.411-1 to D.413 of the French *Code monétaire et financier* (“**Syndicated Notes**”) or (iii) in the case of Notes denominated in currencies other than euro, which do not constitute Syndicated Notes as defined in (ii) above, if each of the subscribers of such Notes is domiciled or resident for tax purposes outside the Republic of France, in each case as more fully set out in the Circular of the *Direction Générale des Impôts* dated 30 September 1998.

The tax regime applicable to Notes which do not constitute *obligations* will be set out in the relevant Final Terms.

**Governing Law:** English law, except for the provisions of Condition 3(b) which are governed by, and shall be construed in accordance with, French law.

**Listing and admission to trading:** Notes of a particular Series may be listed on the Luxembourg Stock Exchange or on such other or additional ISD Regulated Market or other stock exchanges as agreed between the Issuer and the relevant Dealer in relation to such Series. Notes which are neither listed nor admitted to trading on any market may also be issued.

The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchange(s) and/or markets.

**Selling Restrictions:** France, the United States, the European Economic Area, the United Kingdom, Japan, Hong Kong, Singapore, Switzerland and such other restrictions as may be required in connection with a particular issue. See “Subscription and Sale”.

Category 2 selling restrictions will apply for the purposes of Regulation S under the United States Securities Act of 1933, as amended. Registered Notes may be sold to “qualified institutional buyers” in accordance with Rule 144A. See “Transfer Restrictions”.

Bearer and Exchangeable Bearer Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (the “**D Rules**”) unless (i) the relevant Final Terms states that Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (the “**C Rules**”) or (ii) the Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the

Notes will not constitute “registration required obligations” under the U.S. Tax Equity and Fiscal Responsibility Act of 1982 (“TEFRA”).

**Transfer Restrictions:** There are restrictions on the transfer of Registered Notes sold pursuant to Rule 144A under the Securities Act. See “Transfer Restrictions” and “Subscription and Sale”.

**Undertakings of CDC and CNCE:** CDC has given certain undertakings to IXIS CIB under the CDC Guarantee, and CNCE has given certain undertakings to IXIS CIB under the CNCE Guarantee, all as described under “*IXIS Corporate & Investment Bank – CDC Guarantee, CNCE Guarantee – Cautionnements Solidaires*”.

**Ratings:** Tranches of Notes issued under the Programme may be rated or unrated. Where a Tranche of Notes is rated, such rating will be specified in the relevant Final Terms.

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.

## Terms and Conditions of the Notes

*The following is the text of the terms and conditions that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Final Terms, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (subject to simplification by the deletion of non-applicable provisions) shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated provided that, in the event of inconsistency between the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail. Those definitions will be endorsed on the definitive Notes or Certificates as the case may be. 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.*

The Notes are issued pursuant to an amended and restated agency agreement dated 12 December 2006 (as further amended or supplemented as at the date of issue of the Notes (the “**Issue Date**”), between IXIS Corporate & Investment Bank (“**IXIS CIB**” or the “**Issuer**”), Citibank, N.A., London office as, *inter alia*, exchange agent and fiscal agent and the other agents named in it (the “**Agency Agreement**”) and with the benefit of a deed of covenant (the “**Deed of Covenant**”) dated 12 December 2006 and executed by the Issuer in relation to the Notes. The fiscal agent, the exchange agent, the paying agents, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Fiscal Agent**”, the “**Exchange Agent**”, the “**Paying Agents**” (which expression shall include the Fiscal Agent), the “**Registrar**”, the “**Transfer Agents**” and the “**Calculation Agent(s)**”. The Noteholders (as defined below), the holders of the interest coupons (the “**Coupons**”) appertaining to interest bearing Notes and, where applicable in the case of such Notes, talons (the “**Talons**”) for further Coupons (the “**Couponholders**”) and the holders of the receipts for the payment of instalments of principal (the “**Receipts**”) relating to Notes of which the principal is payable in instalments are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

Copies of the Agency Agreement and the Deed of Covenant are available for inspection at the specified offices of each of the Paying Agents.

### 1 Form, Denomination, Title and Redenomination

#### (a) Form

The Notes are issued in bearer form (“**Bearer Notes**”, which expression includes Notes that are specified to be Exchangeable Bearer Notes), in registered form (“**Registered Notes**”) or in bearer form exchangeable for Registered Notes (“**Exchangeable Bearer Notes**”) in each case in the Denomination(s) and in the specified currency shown hereon.

#### (b) Denomination

All Registered Notes shall have the same Denomination. Where Exchangeable Bearer Notes are issued, the Registered Notes for which they are exchangeable shall have the same Denomination as the lowest denomination of Exchangeable Bearer Notes.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Notes which do not bear interest, 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. Any Bearer Note the principal amount of which is redeemable in instalments is issued with one or more Receipts attached.

Registered Notes are represented by registered certificates (“**Certificates**”) and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

(c) *Title*

Title to the Bearer Notes, Receipts, Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the “**Register**”). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Receipt, Coupon or Talon shall, to the extent permitted by law, 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, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, “**Noteholder**” means the bearer of any Bearer Note and the Receipts relating to it or the person in whose name a Registered Note is registered (as the case may be), “holder” (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them hereon, 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 hereon), on any Specified Interest Payment Date, without the consent of the Noteholders, by giving at least 30 days’ notice in accordance with Condition 14, 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 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 Denomination(s) set out hereon accordingly, as described below. The date on which such redenomination becomes effective shall be referred to in these Conditions as the “**Redenomination Date**”.
- (ii) Unless otherwise specified hereon, 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 Article 123 (4) of the Treaty and rounding the resultant figure to the nearest 0.01 Euro (with 0.005 Euro 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 Noteholders in accordance with Condition 14. Any balance remaining from the redenomination with a denomination higher than 0.01 Euro shall be paid by way of cash adjustment rounded to the nearest 0.01 Euro (with 0.005 Euro being rounded upwards). Such cash adjustment will be payable in Euros on the Redenomination Date in the manner notified to Noteholders 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) Unless otherwise specified hereon, the Issuer may, with 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 13, without the consent of the Noteholders, make any changes or additions to these Conditions which it reasonably believes to be necessary or desirable to give effect to the provisions of this Condition or Condition 13 (including, without limitation, any change to any applicable business day definition, business day convention, principal financial centre of the country of the Relevant 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 the Noteholders. Any such changes or additions shall, in the absence of manifest error, be binding on the holders of Notes, Receipts, Coupons and Talons and shall be notified to Noteholders in accordance with Condition 14 as soon as practicable thereafter.
- (v) Neither the Issuer nor any Paying Agent shall be liable to any Noteholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the credit or transfer of Euro or any currency conversion or rounding effected in connection therewith.

Capitalised terms which are not defined in these Conditions will have the meanings given to them in the relevant Final Terms.

## **2 Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes**

### *(a) Exchange of Exchangeable Bearer Notes*

Subject as provided in Condition 2(f), Exchangeable Bearer Notes may be exchanged for the same aggregate principal amount of Registered Notes at the request in writing of the relevant Noteholder and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unmaturing Receipts, Coupons and Talons relating to it, at the specified office of any Transfer Agent; provided, however, that where an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 7(b)) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Denomination may not be exchanged for Bearer Notes of another Denomination. Bearer Notes that are not Exchangeable Bearer Notes may not be exchanged for Registered Notes.

### *(b) Transfer of Registered Notes*

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor.

### *(c) Exercise of Options or Partial Redemption in Respect of Registered Notes*

In the case of an exercise of the Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that

holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) *Delivery of New Certificates*

Each new Certificate to be issued pursuant to Conditions 2(a), (b) or (c) shall (subject to compliance with the applicable provisions of Conditions 2(a), (b) or (c)) be available for delivery within three business days of receipt of the request for exchange, form of transfer or Exercise Notice and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), “business day” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar.

(e) *Exchange Free of Charge*

Exchange and transfer of Notes and Certificates on registration, transfer, partial redemption or exercise of an option shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

(f) *Closed Periods*

No Noteholder may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for one or more Registered Note(s) (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (ii) during the period of 15 days before any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 6(e), (iii) after any such Note has been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date. An Exchangeable Bearer Note called for redemption may, however, be exchanged for one or more Registered Note(s) in respect of which the Certificate is simultaneously surrendered not later than the relevant Record Date.

### **3 Status**

(a) *Status of Unsubordinated Notes*

Unsubordinated Notes (being those Notes, the status of which the applicable Final Terms specifies as Unsubordinated Notes) and the Receipts and the Coupons relating to them constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Issuer and shall at all times rank *pari passu* without any preference among themselves. The payment obligations of the Issuer under the Notes, Receipts and Coupons shall, save for such exceptions as may be provided for by applicable law, and subject to Condition 4, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer present and future.



(b) *Status of Subordinated Notes*

Subordinated Notes (being those Notes, the status of which the applicable Final Terms specifies as Subordinated Notes) and the Receipts and (if the applicable Final Terms so specifies) Coupons relating to them, constitute direct, unconditional and unsecured obligations of the Issuer and rank pari passu and rateably without any preference among themselves together with all other unsecured subordinated obligations of the Issuer with the exception of the *prêts participatifs* granted to, and *titres participatifs* issued by, the Issuer. Subject to the applicable law, if any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or the transfer of the whole of the Issuer's business (*cession totale de l'entreprise*) or if the Issuer is liquidated for any other reason, the payment obligations of the Issuer under the Subordinated Notes and the Receipts and, if the applicable Final Terms so specifies, the Coupons relating to them shall be subordinated to the payment in full of the unsubordinated creditors of the Issuer and, subject to such payment in full, the holders of the Subordinated Notes and the holders of the Receipts and, if the applicable Final Terms specifies that the payment obligations of the Issuer under the Coupons are subordinated, of the Coupons relating to them will be paid in priority to any *prêts participatifs* granted to, and any *titres participatifs* issued by, the Issuer.

In the event of incomplete payment of unsubordinated creditors on the *liquidation judiciaire* of the Issuer, the obligations of the Issuer in connection with the Subordinated Notes and the Receipts and, if the applicable Final Terms specifies that the payment obligations of the Issuer under the Coupons are subordinated, the Coupons, will be terminated by operation of the law.

The relevant Final Terms may provide for additions or variations to the conditions applicable to the Subordinated Notes for the purposes inter alia of enabling the proceeds of the issue of such Subordinated Notes to count as *fonds propres complémentaires* (“**Tier 2 Capital**”) within the meaning of Article 4 of *Règlement* no. 90-02 of 23 February 1990 or *fonds propres surcomplémentaires* (“**Tier 3 Capital**”) within the meaning of Article 3 of *Règlement* no. 95-02 of 21 July 1995 in each case of the *Comité de la réglementation bancaire et financière*, as amended or superseded from time to time.

#### **4 Negative Pledge**

The Issuer undertakes that, so long as any of the Unsubordinated Notes, and Receipts or Coupons relating to them remains outstanding (as defined in the Agency Agreement), it will not create or permit to subsist any mortgage, pledge, lien or other form of encumbrance or security interest upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any Relevant Debt (as defined below) or any guarantee of or indemnity by the Issuer in respect of any Relevant Debt, unless at the same time or prior thereto the Issuer's obligations under the Unsubordinated Notes, Receipts or Coupons relating to them (A) are secured equally and rateably therewith, or (B) have the benefit of such other security, guarantee, indemnity or other arrangement as shall be approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders.

For the purposes of this Condition 4, “Relevant Debt” means present or future indebtedness in the form of, or represented by, bonds, notes, debentures, or other securities which are for the time being, or are capable of being, listed or ordinarily dealt in on any stock exchange, over-the-counter market or other securities market.

#### **5 Interest and Other Calculations**

(a) Interest Rate and Accrual

Each Note bears interest on its outstanding principal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Interest Rate, such interest being payable in arrear on each Interest Payment Date.

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the Interest Rate in the manner provided in this Condition 5 to the Relevant Date (as defined in this Condition 5).

(b) *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 which is not a Business Day, then, if the Business Day Convention specified is (i) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such date shall be brought forward to the immediately preceding Business Day and (B) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (ii) the Following Business Day Convention, such date shall be postponed to the next day which is a Business Day, (iii) the Modified Following Business Day Convention, such date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (iv) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(c) *Interest Rate on Floating Rate Notes*

The Interest Rate in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified hereon and, except as otherwise specified in the relevant Final Terms, the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified hereon as the manner in which the Interest Rate is to be determined, the Interest Rate for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate plus or minus (as indicated hereon) the Margin (if any). For the purposes of this sub-paragraph (A), "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 (as defined below) and under which:

- (x) the Floating Rate Option is as specified hereon;
- (y) the Designated Maturity is a period specified hereon; and
- (z) the relevant Reset Date is the first day of that Interest Accrual Period, unless otherwise specified hereon.

For the purposes of this sub-paragraph (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 for Floating Rate Notes

Where Screen Rate Determination is specified hereon as the manner in which the Interest Rate is to be determined, the Interest Rate for each Interest Accrual Period shall be determined by the Calculation Agent at or about the Relevant Time on the Interest Determination Date in respect of such Interest Accrual Period in accordance with the following:

(i) if the Primary Source for the Floating Rate is a Page, subject as provided below, the Interest Rate shall be:

(x) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity); or

(y) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,

in each case appearing on such Page at the Relevant Time on the Interest Determination Date;

(ii) if the Page specified in the relevant Final Terms as a Primary Source permanently ceases to quote the Relevant Rate(s) but such quotation(s) is/are available from another page, section or other part of such information service selected by the Calculation Agent (the “**Replacement Page**”), the Replacement Page shall be substituted as the Primary Source for Interest Rate quotations and if no Replacement Page exists but such quotation(s) is/are available from a page, section or other part of a different information service selected by the Calculation Agent and approved by the Issuer and the Relevant Dealer (the “**Secondary Replacement Page**”), the Secondary Replacement Page shall be substituted as the Primary Source for Interest Rate quotations;

(iii) if the Primary Source for the Floating Rate is Reference Banks or if sub-paragraph (i)(x) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (i)(y) above applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Interest Rate shall be the arithmetic mean of the Relevant Rates which each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent;

(iv) if paragraph (iii) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates then, subject as provided below, the Interest Rate shall be the arithmetic mean of the rates per annum (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Relevant Currency that at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Relevant Currency or, if the Relevant Currency is euro, the euro-zone, (the “**Principal Financial Centre**”) are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (x) to leading banks carrying on business in Europe, or (if the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe) (y) to leading banks carrying on business in the Principal Financial Centre; except that, if fewer than two of such banks are so

quoting to leading banks in the Principal Financial Centre, the Interest Rate shall (unless otherwise specified) be the Interest Rate determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Rate Multiplier or Maximum or Minimum Interest Rate applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

*(d) Interest Rate on Zero Coupon Notes and Index Linked Interest Notes and other variable-linked coupon amount Notes (including Equity Linked Notes)*

- (i) Where a Note the Interest Rate of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Redemption Amount of such Note. As from the Maturity Date, the Interest Rate 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(d)).
- (ii) Payments of interest in respect of Index Linked Interest Notes and other variable-linked coupon amount Notes (including Equity Linked Notes) will be calculated by reference to such index and/or formula and/or another variable as may be specified in the relevant Final Terms.

*(e) Margin, Maximum/Minimum Interest Rates, Instalment Amounts and Redemption Amounts, Rate Multipliers and Rounding*

- (i) If any Margin or Rate Multiplier is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Interest Rates, in the case of (x), or the Interest Rates for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (iii) below by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin or multiplying by such Rate Multiplier, subject always to the next paragraph.
- (ii) If any Maximum or Minimum Interest Rate, Instalment Amount or Redemption Amount is specified hereon, then any Interest Rate, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (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 will 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), save in the case of Yen, which shall be rounded down to the nearest Yen. For these purposes “unit” means the lowest amount of such currency which is available as legal tender in the country or countries of such currency and with respect to the euro, means 0.01 euro.

*(f) Calculations*

Subject to Condition 5(d) and Condition 6(d) in relation to Zero Coupon Notes, the amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Interest Rate and the outstanding principal amount of such Note by the Day Count Fraction, unless an Interest Amount (or a formula for its calculation) 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 (or be calculated in accordance with such formula). 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.

(g) *Determination and Publication of Interest Rates, Interest Amounts, Redemption Amounts and Instalment Amounts*

As soon as practicable after the Relevant Time on each Interest Determination Date or such other time on such date as the Calculation Agent may be required to calculate any Redemption Amount or Instalment Amount, obtain any quote or make any determination or calculation, it shall determine the Interest Rate and calculate the relevant Interest Amount in respect of each Denomination of the Notes for the relevant Interest Accrual Period, calculate the Redemption Amount or Instalment Amount, obtain such quote or make such determination or calculation, as the case may be, and cause the Interest Rate and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, 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 on a stock exchange and the rules of such exchange so require, such exchange 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 stock exchange of an Interest Rate 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(b), 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. If the Notes become due and payable under Condition 10, the accrued interest and the Interest Rate payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Interest Rate or the Interest Amount so calculated need be made. The determination of each Interest Rate, Interest Amount, Redemption Amount and Instalment Amount, the obtaining of each quote and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

(h) *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 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
- (ii) in the case of euro, a day on which the TARGET System is operating (a “**TARGET Business Day**”); and/or
- (iii) in the case of a specified currency and/or one or more specified financial centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the specified currency in the specified financial centre(s) or, if none is specified, generally in each of the Business Centres so specified hereon.

**“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, the **“Calculation Period”**):

- (i) if **“Actual/365”** or **“Actual/Actual–ISDA”** is specified hereon, 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/Actual–ICMA”** is specified hereon,
  - (a) 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
  - (b) if the Calculation Period is longer than one Determination Period, the sum of:
    - (x) 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
    - (y) 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 as such hereon or, if none is so specified, the Interest Payment Date;

- (i) if **“Actual/365 (Fixed)”** is specified hereon, the actual number of days in the Calculation Period divided by 365;
- (ii) if **“Actual/360”** is specified hereon, the actual number of days in the Calculation Period divided by 360;
- (iii) if **“30/360”**, **“360/360”** or **“Bond Basis”** is specified hereon, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and
- (iv) if **“30E/360”** or **“Eurobond Basis”** is specified hereon, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the

Calculation Period unless, in the case of a Calculation Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

“**Effective Date**” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the date specified as such hereon or, if none is so specified, the first day of the Interest Accrual Period to which such Interest Determination Date relates. The Effective Date shall not be subject to adjustment in accordance with any Business Day Convention unless specifically provided in the relevant Final Terms.

“**Euro-zone**” means the region comprised of member states of the European Union that adopt or have adopted the single currency in accordance with the Treaty establishing the European Community as amended.

“**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 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 Commencement Date**” means the Issue Date or such other date as may be specified hereon.

“**Interest Determination Date**” means, with respect to an Interest Rate and Interest Accrual Period, the date specified as such hereon or, if none is so specified, (i) the first day of such Interest Accrual Period if the Relevant Currency is Sterling or (ii) the day falling two Business Days in London prior to the first day of such Interest Accrual Period if the Relevant Currency is neither Sterling nor euro or (iii) the day falling two Target Business Days prior to the first day of such Interest Accrual Period if the Relevant Currency is euro.

“**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.

“**Interest Period Date**” means each Interest Payment Date unless otherwise specified hereon.

“**Interest Rate**” means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions hereon.

“**ISDA Definitions**” means the 2000 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., unless otherwise specified hereon.

“**Page**” means such page, section, caption, column or other part of a particular information service (including, but not limited to, Reuters Markets 3000 (“**Reuters**”) and Telerate as may be specified for the purpose of providing a Relevant Rate, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to that Relevant Rate.

“**Redemption Amount**” means the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount, as the case may be.

“**Reference Banks**” means the institutions specified as such hereon or, if none, five major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Benchmark (which, if EURIBOR is the relevant Benchmark, shall be the euro-zone).

“**Relevant Currency**” means the currency specified as such hereon or, if none is specified, the currency in which the Notes are denominated.

“**Relevant Date**” in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes 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 (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate), Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

“**Relevant Financial Centre**” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the financial centre as may be specified as such hereon or, if none is so specified, the financial centre with which the relevant Benchmark is most closely connected (which, in the case of EURIBOR, shall be the euro-zone) or, if none is so connected, London.

“**Relevant Rate**” means the Benchmark for a Representative Amount of the Relevant Currency for a period (if applicable or appropriate to the Benchmark) equal to the Specified Duration commencing on the Effective Date.

“**Relevant Time**” means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified hereon or, if none is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Relevant Financial Centre, or, if no such customary local time exists, 11.00 hours in the Relevant Financial Centre and for the purpose of this definition, “local time” means, with respect to Europe and the euro-zone as a Relevant Financial Centre, Brussels time.

“**Representative Amount**” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the amount specified as such hereon or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

“**Specified Duration**” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the duration specified hereon or, if none is specified, a period of time equal to the relative Interest Accrual Period, ignoring any adjustment pursuant to Condition 5(b).

“**TARGET System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System or any successor thereto.

References in these Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 or any amendment or supplement to it and (iii) “**principal**” and/or “**interest**” shall be deemed to include any additional amounts that may be payable under Condition 8.



(i) *Calculation Agent and Reference Banks*

The Issuer shall procure that there shall at all times be five Reference Banks (or such other number as may be required) with offices in the Relevant Financial Centre and one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding (as defined in the Agency Agreement). If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Issuer shall appoint another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. 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 Interest Rate for an Interest Period or Interest Accrual Period or to calculate any Interest Amount, Instalment Amount or the Redemption Amount 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 London 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.

(j) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5 by the Calculation Agent shall (in the absence of willful default, bad faith or manifest error) be binding on the Issuer, the Calculation Agent, the Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders, the Receiptholders or the Couponholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

None of the Issuer or the Paying Agents shall have any responsibility to any person for any errors or omissions in (i) the calculation by the Calculation Agent of any amount due in respect of the Notes or (ii) any determination made by the Calculation Agent in relation to the Notes and, in each case, the Calculation Agent shall not be so responsible in the absence of its bad faith or willful default.

## **6 Redemption, Purchase and Options**

(a) *Redemption by Instalments and Final Redemption*

- (i) Unless previously redeemed, purchased and cancelled as provided in this Condition 6 or the relevant Instalment Date (being one of the dates so specified hereon) is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 6(e) or 6(f), each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified hereon. The outstanding principal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the principal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused on presentation of the related Receipt, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.
- (ii) Unless previously redeemed, purchased and cancelled as provided below or its maturity is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 6(e) or

6(f), each Note shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which, unless otherwise provided, is its principal amount) or, in the case of a Note falling within paragraph (i) above, its final Instalment Amount. The Maturity Date in relation to Subordinated Notes will be not less than five years from the Issue Date.

(b) *Redemption for taxation reasons*

- (i) If, by reason of any change in French law, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified under Condition 8 below the Issuer may, at its option, and subject to the prior approval of the *Secrétariat Général* of the *Commission Bancaire* in the case of Subordinated Notes, on any Interest Payment Date or, if so specified hereon, at any time, subject to having given not more than 45 nor less than 30 days' prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 14, redeem all, but not some only, of the Notes at their Early Redemption Amount (together with any interest accrued to the date set for redemption) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and interest without withholding for French taxes.
- (ii) If the Issuer would on the next payment of principal or interest in respect of the Notes be prevented by French law from making payment to the Noteholders or Couponholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 8 below, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than seven days' prior notice to the Noteholders in accordance with Condition 14, and subject to the prior approval of the *Secrétariat Général* of the *Commission Bancaire* in the case of Subordinated Notes, redeem all, but not some only, of the Notes then outstanding at their Early Redemption Amount (together with (unless specified otherwise hereon) any interest accrued to the date set for redemption) on (A) the latest practicable Interest Payment Date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes, provided that if such notice would expire after such Interest Payment Date the date for redemption pursuant to such notice to Noteholders shall be the later of (i) the latest practicable date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes and (ii) 14 days after giving notice to the Fiscal Agent as aforesaid or (B) if so specified hereon, at any time, provided that the due date for redemption of which notice hereunder shall be given shall be the latest practicable date at which the Issuer could make payment of the full amount payable in respect of the Notes, Receipts or Coupons or, if that date is passed, as soon as practicable thereafter.

(c) *Purchases*

The Issuer may at any time purchase Notes (provided that all unmatured Receipts and Coupons and unexchanged Talons appertaining thereto are attached or surrendered therewith) in the open market or otherwise at any price. In the case of Subordinated Notes, any such purchase will be subject to the prior approval of the *Secrétariat Général* of the *Commission Bancaire* (i) if it relates (individually or when aggregated with any previous purchase) to 10 per cent. or more of the principal amount of the Notes or (ii) in the case of an *Offre Publique d'Achat* (OPA) or an *Offre Publique d'Echange* (OPE).

(d) *Early Redemption of Zero Coupon Notes*

- (i) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 6(b) or upon it becoming due and payable as provided in Condition 10 shall be the Amortised Face Amount (calculated as provided below) of such Note.
- (ii) Subject to the provisions of sub-paragraph (iii) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually. 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 shown hereon.
- (iii) If the Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(b) or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (ii) above, except that such sub-paragraph shall have effect as though the reference therein to the date on which the Note becomes due and payable were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph will continue to be made (as well after as before 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 principal amount of such Note together with any interest which may accrue in accordance with Condition 5(d).

(e) *Redemption at the Option of the Issuer and Exercise of Issuer's Options*

If so provided hereon, the Issuer may, subject to the prior approval of the *Secrétariat Général* of the *Commission Bancaire* in the case of Subordinated Notes, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders (or such other notice period as may be specified hereon) falling within the Issuer's Option Period redeem, or exercise any Issuer's option in relation to all or, if so provided, some of the Notes in the principal amount or integral multiples thereof and on the Optional Redemption Date(s) or Option Exercise Date, as the case may be, provided hereon. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption.

All Notes in respect of which any such notice is given shall be redeemed, or the Issuer's option shall be exercised, on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption or a partial exercise of an Issuer's option, the notice to Noteholders shall also contain the certificate numbers of the Notes to be redeemed or in respect of which such option has been exercised, 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. So long as the Notes are listed on the Regulated Market of the Luxembourg Stock Exchange and the rules of 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 Luxembourg a notice specifying the aggregate principal amount of Notes outstanding and a list of the Notes drawn for redemption but not surrendered.

(f) *Redemption at the Option of Noteholders and Exercise of Noteholders' Options*

If so provided hereon, and provided that this Note is not a Subordinated Note, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified hereon) redeem such Note on the Optional Redemption Date(s) provided hereon at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

To exercise such option or any other Noteholders' option which may be set out on this Note (which must be exercised on an Option Exercise Date), the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent within the Noteholders' Option Period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(g) *Cancellation*

All Notes purchased by or on behalf of the Issuer shall be surrendered for cancellation, in the case of Bearer Notes by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to the Fiscal Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

## 7 **Payments and Talons**

(a) *Bearer Notes*

Payments of principal and interest in respect of Bearer Notes and Exchangeable Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 7(f)(vi)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the currency in which such payment is due, drawn on, or, at the option of the holders, by transfer to an account denominated in that currency with, a bank in the principal financial centre of that currency, or, in the case of euro, in a city in which banks have access to the TARGET System.

(b) *Registered Notes*

- (i) Payments of principal (which for the purposes of this Condition 7(b) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.
- (ii) Interest (which for the purpose of this Condition 7(b) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the

Register at the close of business on the fifteenth day before the due date for payment thereof or in case of Registered Notes to be cleared through The Depository Trust Company (“DTC”), on the fifteenth DTC business day before the due date for payment thereof (the “Record Date”). For the purpose of this Condition 7(b), “DTC business day” means any day on which DTC is open for business. Payments of interest on each Registered Note shall be made in the currency in which such payments are due by cheque drawn on a bank in the principal financial centre of the country of the currency concerned and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date subject to paragraph (a) above, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a bank in the principal financial centre of the country of that currency.

- (iii) Payments through DTC: Registered Notes, if specified in the relevant Final Terms, will be issued in the form of one or more Global Certificates and may be registered in the name of, or in the name of a nominee for, DTC. Payments of principal and interest in respect of Registered Notes denominated in US dollars will be made in accordance with Conditions 7(b)(i) and 7(b)(ii). Payments of principal and interest in respect of Registered Notes registered in the name of, or in the name of a nominee for, DTC and denominated in a specified currency other than US dollars will be made or procured to be made by the Fiscal Agent in the specified currency in accordance with the following provisions. The amounts in such specified currency payable by the Fiscal Agent or its agent to DTC with respect to Registered Notes held by DTC or its nominee will be received from the Issuer by the Fiscal Agent who will make payments in such specified currency by wire transfer of same day funds to the designated bank account in such specified currency of those DTC participants entitled to receive the relevant payment who have made an irrevocable election to DTC, in the case of interest payments, on or prior to the third DTC business day after the Record Date for the relevant payment of interest and, in the case of payments of principal, at least 12 DTC business days prior to the relevant payment date, to receive that payment in such specified currency. The Fiscal Agent, after the Exchange Agent has converted amounts in such specified currency into US dollars, will cause the Exchange Agent to deliver such US dollar amount in same day funds to DTC for payment through its settlement system to those DTC participants entitled to receive the relevant payment who did not elect to receive such payment in such specified currency. The Agency Agreement sets out the manner in which such conversions are to be made.

(c) *Payments in the United States*

Notwithstanding the foregoing, if any Bearer Notes are denominated in US 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 any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 8. 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 other Paying Agents, the Registrar, the Transfer Agents, the Calculation Agent and the Exchange Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Registrar, the Transfer Agents, the Calculation Agent(s) and the Exchange Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any Paying Agent, the Registrar, any Transfer Agent, the Calculation Agent or the Exchange Agent and to appoint additional or other Paying Agents or Transfer Agents provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes (including in Luxembourg so long as the Notes are listed on the Luxembourg Stock Exchange), (iv) one or more Calculation Agent(s) and an Exchange Agent where the Conditions so require, (v) Paying Agents having specified offices in at least two major European cities which (A) so long as the Notes are listed on the Regulated Market of the Luxembourg Stock Exchange and the rules of such Stock Exchange so require, shall be Luxembourg and (B) so long as the Notes are listed on any other stock exchange and the rules of such Stock Exchange so require, in a specified city in the country of such stock exchange and one of which shall be situated outside the Republic of France, (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 Council Directive 2003/48/EC or any European Union 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 in order to conform to such Directive (which may be any of the Paying Agents referred to in sub-clauses (v)(A) and (B) above) and (vii) such other agents as may be required by 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 Bearer Notes denominated in US dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 14.

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

(i) Unless the Notes provide that the relative Coupons are to become void upon the due date for redemption of those Notes, Bearer Notes should be surrendered for payment together with all unexpired Coupons (if any) appertaining 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 which the sum of principal so paid bears to the total principal due) shall be deducted from the Redemption Amount due for payment. Any amount so deducted will 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) If the Notes so provide, upon the due date for redemption of any Bearer Note, unmatured 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 Bearer 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) Upon the due date for redemption of any Bearer Note which is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (v) Where any Bearer Note which provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provisions of such indemnity as the Issuer may require.
- (vi) If the due date for redemption of any 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 Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note which only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.
- (vii) The provisions of paragraph (i) of Condition 7(f) notwithstanding, if any Note should be issued with a maturity date and an Interest Rate or Rates such that, on the presentation for payment of any such Note without any unmatured Coupons attached thereto or surrendered therewith, the amount required by paragraph (i) to be deducted in respect of such unmatured Coupons would be greater than the Redemption Amount otherwise due for payment, then, upon the due date for redemption of any such Note, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the previous paragraph (i) in respect of such Coupons as have not so become void, the amount required by paragraph (i) to be deducted would not be greater than the Redemption Amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Note to become void, and the relevant Paying Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

(g) *Talons*

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer 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 which may have become void pursuant to Condition 9).

(h) *Non-Business Days*

If any date for payment in respect of any Note, Receipt 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) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as “Additional Business Day Jurisdictions” hereon and:

- (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.

## 8 Taxation

(a) *Tax Exemption*

Interest and other revenues with respect to Notes which constitute *obligations* and are being issued or deemed to be issued outside the Republic of France benefit from the exemption provided for in Article 131 *quater* of the *Code Général des Impôts* (general tax code) from deduction of tax at source. Accordingly such payments will be exempt from French withholding tax and do not give the right to any tax credit from any French source. The tax regime applicable to Notes which do not constitute *obligations* will be set out in the relevant Final Terms.

(b) *Additional Amounts*

If French law should require that payments of principal or interest by or on behalf of the Issuer in respect of any Note, Receipt or Coupon be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied by or on behalf of the Republic of France or any authority in the Republic of France or of the Republic of France, having power to tax, the Issuer shall, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that the holders of Notes, Receipts or Coupons, after such deduction or withholding, will receive the full amount then due and payable thereon in the absence of such withholding or deduction; provided, however, that the Issuer shall not be liable to pay any such additional amounts in respect of any Note, Receipt or Coupon:

- (i) presented (or in respect of which the Certificate representing it is presented) for payment by, or on behalf of, a holder who is subject to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with the Republic of France other than the mere holding of such Note, Receipt or Coupon; or
- (ii) presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date, except to the extent that the holder thereof would have been entitled to such additional amounts on presenting it for payment on the 30th such day; or
- (iii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to Council Directive 2003/48/EC or any European 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 in order to conform to, such Directive; or

- (iv) (except in the case of Registered Notes) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.

## 9 Prescription

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

## 10 Events of Default

### (a) *Unsubordinated Notes*

If any of the following events (“**Events of Default**”) occurs and is continuing, the holder of any Unsubordinated Note may give written notice to the Fiscal Agent at its specified office that such Unsubordinated Note is immediately repayable, whereupon the Redemption Amount of such Unsubordinated Note together with accrued interest to the date of payment shall become immediately due and payable unless prior to the time when the Fiscal Agent receives such notice all Events of Default in respect of the Unsubordinated Notes shall have been cured:

- (i) default in any payment of principal of, or interest on, any Note including the payment of any additional amounts pursuant to Condition 8 above, when and as the same shall become due and payable, if such default shall not have been cured within 15 days thereafter;
- (ii) default by the Issuer in the due performance of any other provision of the Notes, if such default shall not have been cured within 30 days after receipt by the Fiscal Agent of written notice of default given by the bearer of such Note;
- (iii) any other present or future indebtedness for money borrowed or otherwise raised by the Issuer in excess of euro 50,000,000 (or its equivalent in other currencies) shall become due and payable or capable of being declared due and payable prior to its stated maturity by reason of default, or any security in respect of any such indebtedness becomes enforceable and the holder thereof takes any steps to enforce it, or any such indebtedness shall not be paid when due (or at the expiration of any grace period originally applicable thereto) or any guarantee or indemnity given by the Issuer in respect of any such indebtedness of any person shall not be honoured when due and called upon, save, in each case, where such default or failure to pay or honour such obligations is due to a technical or settlement failure beyond the control of the Issuer, provided that such default or failure is remedied within 7 days;
- (iv) the Issuer applies for or is subject to an amicable settlement (*accord amiable*) with its creditors or ceases its payments or any judgment is issued for its judicial liquidation (*liquidation judiciaire*) or the transfer of the whole of its business (*cession totale de l'entreprise*) or it is subject to any insolvency or bankruptcy proceedings or makes a conveyance or assignment for the benefit of, or enters into a composition with, its creditors; or
- (v) the Issuer sells, transfers, lends or otherwise disposes of, directly or indirectly, the whole or a substantial part of its undertaking or assets, or the Issuer enters into, or commences any proceedings in furtherance of, forced or voluntary liquidation or dissolution, except in the

case of a disposal of all or substantially all of the Issuer's assets in favour of a French legal entity which simultaneously assumes all of or substantially all of the Issuer's liabilities including the Notes and whose main purpose is the continuation of, and which effectively continues, the Issuer's activities.

*(b) Subordinated Notes*

If any judgment shall be issued for the judicial liquidation (liquidation judiciaire) of the Issuer or if the Issuer is liquidated for any other reason, then the Subordinated Notes shall become immediately due and payable, in accordance with Condition 3(b), at their principal amount together with any accrued interest to the date of payment without any further formality.

## **11 Meeting of Noteholders and Modifications**

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of any of these Conditions. Any modification of the Conditions shall only be binding on the Issuer if agreed by it or on its behalf. Such a meeting may be convened by Noteholders holding not less than 10 per cent. in principal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in principal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the principal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, inter alia, (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the principal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Interest Rate, Instalment Amount or Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, (vii) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply or (viii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in principal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

The Agency Agreement provides that a resolution in writing signed by or on behalf of all the Noteholders who for the time being are entitled to receive notice of a Meeting in accordance with the provisions herein contained shall for all purposes be as valid and effectual as an Extraordinary Resolution passed at a Meeting of such Noteholders duly convened and held in accordance with the provisions herein contained. Such resolution in writing may be contained in one document or in several documents in like form each signed by or on behalf of one or more of such Noteholders.

These Conditions may be amended, modified or varied in relation to any Series of Notes by the terms of the relevant Final Terms in relation to such Series.

The Fiscal Agent and the Issuer may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to any modification of the Notes, the Receipts and/or the Coupons which is (i) to cure or

correct any ambiguity or defective or inconsistent provision contained herein, provided that such modification is not in the opinion of the Fiscal Agent and the Issuer materially prejudicial to the interests of the Noteholders, the Receiptholders and/or the Couponholders; or (ii) to correct any manifest error; or (iii) to comply with mandatory provisions of French law. Any such modification shall be binding on the Noteholders, the Couponholders and the Receiptholders and any such modification shall be notified to the Noteholders in accordance with Condition 14 as soon as practicable thereafter.

In the case of an issue of Subordinated Notes, any proposed modification of any provisions of the Notes will be subject to the prior approval of the *Secrétariat Général* of the *Commission Bancaire*.

The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders or the Couponholders.

## **12 Replacement of Notes, Receipts, Coupons and Talons**

If a Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed it may be replaced, subject to applicable laws and stock exchange regulations, at the respective specified offices of the Fiscal Agent or the Paying Agent in Luxembourg (in the case of Bearer Notes, Receipts, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, 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 Note, Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there will be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Receipts, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

## **13 Further Issues**

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes (so that, for the avoidance of doubt, references in the conditions of such Notes to “Issue Date” shall be to the first issue date of the Notes) and so that the same shall be consolidated and form a single series with such Notes, and references in these Conditions to “Notes” shall be construed accordingly. For the purposes of French law, such further notes shall be assimilated (*assimilables*) to the Notes as regards their financial service.

## **14 Notices**

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. In addition, so long as any Registered Notes are listed on the Regulated Market of the Luxembourg Stock Exchange and the rules of that exchange so require, notices to the holders of such Notes will be valid if placed in a daily newspaper with general circulation in Luxembourg (which is expected to be the *d'Wort*) or on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). Notices to the holders of Bearer Notes will be valid if published in a leading newspaper having general circulation in London (which is expected to be the Financial Times) and, so long as the Notes are listed on the Regulated Market of the Luxembourg Stock Exchange and the rules of that exchange so require, in a daily newspaper with general circulation in Luxembourg (which is expected to be the *d'Wort*) or on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). If any such publication shall not be practicable, notice shall be validly given if published in another 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 first date on which publication is made.

Couponholders will be deemed for all purposes to have notice of the contents of any notice to the holders of Bearer Notes in accordance with this Condition.

## 15 Governing Law

### (a) *Governing Law*

The Notes, the Receipts, the Coupons and the Talons are governed by, and shall be construed in accordance with, English law except that the provisions of Condition 3(b) are governed by, and shall be construed in accordance with, French law.

### (b) *Jurisdiction*

The High Court of Justice in England is to have jurisdiction to settle any disputes which may arise out of or in connection with any Notes, Receipts, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons (“**Proceedings**”) may be brought in such court. The Issuer irrevocably submits to the jurisdiction of such court and waives any objection to Proceedings in such court on the ground that the Proceedings have been brought in an inconvenient forum or otherwise. This submission is made for the benefit of each of the holders of the Notes, Receipts, Coupons and Talons and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

### (c) *Contracts (Rights of Third Parties) Act 1999*

No person shall have the right to enforce any term or condition of these Notes under the Contracts (Rights of Third Parties) Act 1999.

### (d) *Service of Process*

The Issuer irrevocably appoints IXIS Corporate & Investment Bank, London Branch, The Atrium Building, 25 Dowgate Hill, London EC4R 2GN, as its agent in England to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not it is forwarded to and received by the Issuer). If for any reason such process agent ceases to be able to act as such or no longer has an address in London, the Issuer irrevocably agrees to appoint a suitable process agent and shall immediately notify Noteholders of such appointment in accordance with Condition 14. Nothing shall affect the right to serve process in any manner permitted by law.

## 16 Terms for Equity Linked Notes (single share)

This Condition applies if and as specified in the applicable Final Terms.

### (a) *General Definitions*

“**Company**” means, the issuer of the Share as specified in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions as set out in Condition 16(f) (*Particular Provisions*) below.

“**Early Redemption Amount**” means, in respect of any Note, an amount determined by the Calculation Agent, in its sole and absolute discretion, in the Relevant Currency specified as such in the applicable Final Terms, to be the fair market value of a Note based on the market conditions prevailing

at the date of determination and adjusted to account fully for any reasonable expenses and costs of unwinding any underlying and/or related hedging and funding arrangements (including, without limitation, any equity options, equity swaps or other instruments of any type whatsoever hedging the Issuer's obligations under the Notes). In respect of Fixed Rate Notes and Equity Linked Interest Notes, for purposes of determining the Early Redemption Amount, no accrued unpaid interest shall be payable but shall be taken into account in calculating the fair market value of each Note.

“**Exchange**” means the exchange where the Share is mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion, provided that the Exchange in respect of that Share on the Issue Date means the exchange or quotation system specified as such in the applicable Final Terms, or any successor to such exchange or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined, in its sole and absolute discretion, that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

“**Exchange Business Day**” means any Scheduled Trading Day on which the Exchange and, if any, the Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or, if any, such Related Exchange closing prior to its Scheduled Closing Time.

“**Final Price**” means either:

- in respect of each Valuation Date, the price of such Share as determined by the Calculation Agent as of the Valuation Time on the relevant Exchange on the Valuation Date; OR
- in respect of the Averaging Dates, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the relevant currency in which the Share is valued (with halves being rounded up)) of the Reference Prices on each Averaging Date

“**Initial Price**” means the price per Share specified as such or otherwise determined in the applicable Final Terms or, if no such price is specified or otherwise determined in the applicable Final Terms, the price of such Share as determined by the Calculation Agent as of the Valuation Time on the relevant Exchange on the Strike Date, subject to adjustment from time to time in accordance with the provisions set forth in Condition 16(f) (*Particular Provisions*) below.

“**Max**” followed by a series of numbers inside brackets means whichever is the greater of the numbers separated by a “;” inside those square brackets.

“**Min**” followed by a series of numbers inside brackets means whichever is the lesser of the numbers separated by a “;” inside those square brackets.

“**Reference Price**” means, in respect of any Averaging Date, the price of such Share as determined by the Calculation Agent as of the Valuation Time on the Exchange on such Averaging Date.

“**Related Exchange**” means the exchange where futures or options contracts relating to the Share are mainly traded, as determined by the Calculation Agent, in its sole and absolute discretion, provided that the Related Exchange in respect of the Share on the Issue Date means the exchange or quotation system specified as such in the applicable Final Terms or any successor to such exchange or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Share has temporarily relocated (provided that the Calculation Agent has determined, in its sole and absolute discretion, that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange).

“**Scheduled Closing Time**” means in respect of the Exchange or, if any, the Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or, if any, the Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the hours of the regular trading session hours.

“**Scheduled Trading Day**” means any day on which the Exchange and the Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

“**Settlement Cycle**” means the period of Share Clearance System Business Days following a trade in the Share on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

“**Share Clearance System Settlement Disruption Event**” means an event beyond the control of the Issuer as a result of which (i) the Share Clearance System cannot clear the transfer of the Shares or (ii) the Share Clearance System ceases to clear all or any of such shares.

“**Share Clearance System**” means the principal domestic clearance system customarily used for settling trades in the Share at any relevant time, as determined by the Calculation Agent.

“**Share Clearance System Business Day**” means any day on which the Share Clearance System is (or, but for the occurrence of a Share Clearance System Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

“**Valuation Time**” means the time specified as such in the applicable Final Terms or, if no such time is specified, the Scheduled Closing Time on the Exchange on the relevant Valuation Date or Averaging Date or Knock-in Determination Day or Knock-out Determination Day. If such Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

“**Share**” means an ordinary share or stock in the capital of the Company with the ISIN code as of the Issue Date specified as such in the applicable Final Terms, subject to adjustment or replacement from time to time in accordance with the provisions set forth in Condition 16(f) (*Particular Provisions*) below.

(b) *Valuation*

(A) *Strike Date*

“**Strike Date**” means the date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth in Condition 16(c) (*Consequences of Disrupted Day(s)*) below.

“**Scheduled Strike Date**” means the original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Strike Date.

(B) *Valuation Date*

“**Valuation Date**” means the date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth in Condition 16(c) (*Consequences of Disrupted Day(s)*) below.

“**Scheduled Valuation Date**” means the original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Valuation Date.

(C) *Averaging Date*

“**Averaging Dates**” means each date specified as such in the applicable Final Terms or, if any of such Averaging Dates is not a relevant Scheduled Trading Day, the next following relevant Valid Date subject to “Consequences of Disrupted Day(s)” set forth in Condition 16(c) (*Consequences of Disrupted Day(s)*) below.

“**Valid Date**” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

(c) *Consequences of Disrupted Day(s)*

(A) *Definitions*

“**Disrupted Day**” means any Scheduled Trading Day on which the Exchange or, if any, the Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

“**Early Closure**” means the closure on any Exchange Business Day of the Exchange or, if any, the Related Exchange prior to its relevant Scheduled Closing Time unless such earlier closing time is announced by such Exchange or, if any, the Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or, if any, the Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or, if any, the Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

“**Exchange Disruption**” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent, in its sole and absolute discretion) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Shares on the relevant Exchange, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Shares on the Related Exchange.

“**Market Disruption Event**” means the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent, in its sole and absolute discretion, determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the price of the Share triggers respectively the Knock-in Price or the Knock-out Price or (b) in all other circumstances ends at the relevant Valuation Time, or (iii) an Early Closure.

“**Trading Disruption**” means any suspension of, or limitation imposed on, trading by the relevant Exchange or, if any, the Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or, if any, the Related Exchange or otherwise (i) relating to that Share on the relevant Exchange, or (ii) in futures or options contracts relating to that Share on the relevant Related Exchange.

(B) *Provisions*

(1) *Strike Date*

If the Strike Date is a Disrupted Day, then the Strike Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date is a Disrupted Day.

In that case, (i) the Ultimate Strike Date shall be deemed to be the Strike Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the relevant Initial Price shall be the Calculation Agent's good faith estimate of the value for the Share as of the Valuation Time on the Ultimate Strike Date.

“**Ultimate Strike Date**” means the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(2) *Valuation Date*

If the Valuation Date is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day.

In that case, (i) the Ultimate Valuation Date shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the relevant Final Price shall be the Calculation Agent's good faith estimate of the value for the Share as of the Valuation Time on the Ultimate Valuation Date.

“**Ultimate Valuation Date**” means the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the Scheduled Valuation Date.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(3) *Averaging Dates*

If any Averaging Date is a Disrupted Day, then this Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the Ultimate Averaging Date, then (1) the Ultimate Averaging Date shall be deemed to be that Averaging Date (irrespective of whether the Ultimate Averaging Date is already an Averaging Date), and (2) the Reference Price in respect of that Averaging Date shall be the Calculation Agent's good faith estimate of the value for the Share as of the Valuation Time on the Ultimate Averaging Date.

“**Ultimate Averaging Date**” means the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the original date that, but for the occurrence of a another Averaging Date or Disrupted Day, would have been the final Averaging Date.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(4) *Knock-in Event and Knock-out Event*

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day, then such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in



Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one hour period that begins and/or ends at the time on which the price of the Share triggers the Knock-in Price or the Knock-out Price, a Market Disruption Event occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

(d) *Knock-In Event and Knock-Out Event*

(A) *Knock-in Event*

“**Knock-in Event**” means (unless otherwise specified in the applicable Final Terms) that the price of the Share determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Knock-in Price.

If “**Knock-in Event**” is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, amendment to the terms of the Notes (as specified in the applicable Final Terms) and/or payment and/or delivery under the relevant Notes subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

“**Knock-in Price**” means the price of such Share specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 16(f) (*Particular Provisions*) below and to “Consequences of Disrupted Day(s)” set forth in Condition 16(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-in Determination Day**” means each Scheduled Trading Day during the Knock-in Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 16(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-in Determination Period**” means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

“**Knock-in Period Beginning Date**” means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day. .

“**Knock-in Period Ending Date**” means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day..

“**Knock-in Valuation Time**” means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

(B) *Knock-out Event*

“**Knock-out Event**” means (unless otherwise specified in the applicable Final Terms) that the price of the Share determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Knock-out Price.

If “**Knock-out Event**” is specified as applicable in the Final Terms, then unless otherwise specified in such Final Terms, amendment to the terms of the Notes, as specified in the applicable Final Terms, and/or payment and/or delivery under the relevant Notes subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

“**Knock-out Price**” means the price per Share specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 16(f) (*Particular Provisions*) below and to “Consequences of Disrupted Day(s)” set forth in Condition 16(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-out Determination Day**” means each Scheduled Trading Day during the Knock-out Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 16(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-out Determination Period**” means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

“**Knock-out Period Beginning Date**” means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“**Knock-out Period Ending Date**” means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“**Knock-out Valuation Time**” means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

(e) *Automatic Early Redemption*

(A) *Definitions*

“**Automatic Early Redemption Date(s)**” means each of the date(s) specified as such in the applicable Final Terms, subject in each case to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

“**Automatic Early Redemption Event**” means (unless otherwise specified in the applicable Final Terms) that the Share Price is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Automatic Early Redemption Price.

“**Automatic Early Redemption Price**” means the price per Share specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 16(f) (*Particular Provisions*) below.

“**Automatic Early Redemption Rate**” means, in respect of any Automatic Early Redemption Date, the rate specified as such in the applicable Final Terms.

“**Automatic Early Redemption Valuation Date(s)**” means each of the date(s) specified as such in the applicable Final Terms or, if any of such Automatic Early Redemption Date(s) is not a Scheduled Trading Day, the next following Scheduled Trading Day subject to “Consequences of Disrupted Day(s)” set forth below.

“**Share Price**” means, in respect of any Automatic Early Redemption Valuation Date, the price per Share as determined by the Calculation Agent as of the Valuation Time on the relevant Exchange on such Automatic Early Redemption Valuation Date.

“**Scheduled Automatic Early Redemption Valuation Date(s)**” means, the original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Automatic Early Redemption Valuation Date.

(B) *Consequences of the occurrence of an Automatic Early Redemption Event*

If “**Automatic Early Redemption Event**” is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if on any Automatic Early Redemption Valuation Date the Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date and the Redemption Amount payable by the Issuer on such date upon redemption of each Note shall be an amount equal to the relevant Automatic Early Redemption Amount.

“**Automatic Early Redemption Amount**” Means (a) an amount in the Relevant Currency specified in the applicable Final Terms specified as such in the applicable Final Terms or if such amount is not specified, (b) the product of (i) the Nominal Amount and (ii) the relevant Automatic Early Redemption Rate relating to that Automatic Early Redemption Date.”

(C) *Consequences of Disrupted Days*

If any Automatic Early Redemption Valuation Date is a Disrupted Day, then such Automatic Early Redemption Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the Scheduled Automatic Early Redemption Valuation Date is a Disrupted Day.

In that case, (i) the Ultimate Automatic Early Redemption Valuation Date shall be deemed to be that Automatic Early Redemption Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the relevant Share Price shall be the Calculation Agent's good faith estimate of the value for the Share as of the Valuation Time on the Ultimate Automatic Early Redemption Valuation Date.

“**Ultimate Automatic Early Redemption Valuation Date**” means, in respect of any Automatic Early Redemption Valuation Date, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following such Automatic Early Redemption Valuation Date.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(f) *Particular Provisions*

(A) *Potential Adjustment Events*

(1) Definitions

**"Potential Adjustment Event"** means, with respect to any Company and/or any Share, any of the following as determined by the Calculation Agent:

- (i) a subdivision, consolidation or reclassification of Shares (unless resulting in a Merger Event), or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of relevant Shares of (A) such Shares, or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Company equally or proportionately with such payments to holders of such Shares, or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Company as a result of a spin-off or other similar transaction, or (D) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) a dividend which the Calculation Agent determines, in its sole and acting in good faith and in a commercially reasonable manner, should (in whole or part) be characterised as an extraordinary dividend;
- (iv) a call by the Company in respect of Shares that are not fully paid;
- (v) a repurchase by the Company or any of its subsidiaries of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) in respect of the Company, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (vii) any other similar event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares.

(2) Consequences

- (i) If a Potential Adjustment Event occurs from, and including, the Issue Date to, and including, the latest of the Valuation Date, the last Averaging Date, the last Knock-in Determination Day or the last Knock-out Determination Day, the Calculation Agent will promptly determine, in its sole and absolute discretion,

whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of that Share and, if so, will:

- (a) make such adjustment(s), if any, to any one or more of the Initial Price and/or the Knock-in Price and/or the Knock-out Price and/or the Automatic Early Redemption Price and/or (if redemption by Physical Delivery) the Relevant Number of Shares and/or any of the other relevant terms of the Notes that the Calculation Agent determines, in its sole and absolute discretion, to be appropriate to account for that diluting or concentrative effect; and
- (b) determine, in its sole and absolute discretion, the effective date(s) of such adjustment(s).

The Calculation Agent may (but need not) determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of such Potential Adjustment Event made by an options exchange to options on such Share traded on such options exchange.

- (ii) The Calculation Agent shall not be required to make an adjustment to the terms of the Notes if it determines (with reference as the case may be to the adjustment method of the Related Exchange on which options on the Shares are traded) that the theoretical change in value of any Share resulting from the occurrence of one or more events listed in the provisions hereof above is less than or equal to one per cent. (or otherwise specified in the applicable Final Terms) of the value of that property immediately before the occurrence of that event or those events.
- (iii) No adjustments to the property comprised within any Share will be required other than those specified above. However, the Issuer may cause the Calculation Agent to make additional adjustments to the property comprised within any Share to reflect changes occurring in relation to such property in other circumstances where the Issuer determines, in its sole and absolute discretion, that such changes are appropriate.

*(B) Correction of Share Price*

In the event that any price published on the Exchange and which is utilised by the Calculation Agent for any determination (the "**Original Determination**") is subsequently corrected and the correction (the "**Corrected Value**") is published by the relevant Exchange within one relevant Settlement Cycle after the original publication, then the Calculation Agent will notify the Issuer of the Corrected Value as soon as reasonably practicable and shall determine the relevant value (the "**Replacement Determination**") using the Corrected Value.

If the result of the Replacement Determination is different from the result of the Original Determination, to the extent that it determines to be necessary, the Calculation Agent may adjust any relevant terms accordingly.

*(C) Merger Events and Tender Offers*

(1) Definitions

"**Combined Consideration**" means New Shares in combination with Other Consideration.

“**Merger Date**” means the closing date of a Merger Event (as determined by the Calculation Agent) or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

“**Merger Event**” means any (i) reclassification or change of the Share that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the Company with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the Company that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Company or its subsidiaries with or into another entity in which the Company is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event (a “**Reverse Merger**”).

“**Minimum Percentage**” means 10 per cent. or the percentage specified as such in the applicable Final Terms.

“**New Shares**” means, in respect of any ordinary or common shares, whether of the entity or person (other than that Company) involved in the Merger Event or the making of the Tender Offer or a third party), that are, or that as of the Merger Date or Tender Offer Date are promptly scheduled to be (i) publicly quoted, traded or listed on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union) and (ii) not subject to any currency exchange controls, trading restrictions or other trading limitations.

“**Other Consideration**” means cash and/or any securities (other than New Shares) or assets (whether of the entity or person (other than the Company) involved in the Merger Event or the making of the Tender Offer or a third party).

“**Tender Offer**” means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing or otherwise obtaining or having the right to obtain, by conversion or other means, greater than the Minimum Percentage and less than 100 per cent. of the outstanding voting shares of the Company, as determined by the Calculation Agent, acting in its sole and absolute discretion, based upon the making of filings with governmental or self regulatory agencies or such other information as the Calculation Agent deems relevant.

“**Tender Offer Date**” means, in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent).

(2) Consequences

If the Calculation Agent determines, in its sole and absolute discretion, that a Merger Event or, as the case may be, any Tender Offer, has occurred at any time from, and including, the Issue Date to, and including, the latest of the Valuation Date, the last Averaging Date, the last Knock-in Determination Day or the last Knock-out Determination Day, it shall forthwith notify the Issuer of the occurrence of such event and the relevant Merger Date or, as the case may be, Tender Offer Date and the Issuer may elect, in its sole and absolute discretion, on or after the Merger Date or, as the case may be, the Tender Offer Date:

- (i) in the case where the Share continue to be listed and traded on the Exchange, to retain such Share as the underlying share to which the Notes are linked, subject to any adjustments to the terms of the Notes as the Calculation Agent determines appropriate, in its sole and absolute discretion;

OR (but not and)

- (ii) to require the Calculation Agent (a) to make such adjustment(s) to the redemption, payment or any other terms of the Notes as the Calculation Agent, in its sole and absolute discretion, considers to be appropriate to account for the economic effect on the Notes of such Merger Event or, as the case may be, Tender Offer (including, without limitation, (A) the replacement of the Share by the number of New Shares and/or the amount of Other Consideration (as subsequently modified in accordance with any relevant terms and including the proceeds of any redemption, if applicable) to which a holder of a Share would be entitled upon consummation of the Merger Event or, as the case may be, the Tender Offer and/or (B) the adjustment to the Initial Price and/or the Knock-in Price and/or the Knock-out Price and/or the Automatic Early Redemption Price and/or (if Redemption by Physical Delivery) the Relevant Number of Shares and/or any of the other relevant terms of the Notes that the Calculation Agent determines, in its sole and absolute discretion, to be appropriate to account for such replacement) and (b) to determine, in its sole and absolute discretion, the effective date of such adjustment(s).

If a holder of Shares could make an election as between different components of the New Shares and/or Other Consideration, the Calculation Agent shall make, in its sole and absolute discretion, such election for the purposes of this subparagraph (ii).

In the case of Combined Consideration, the Calculation Agent may, in its sole and absolute discretion, determine that the Share shall be replaced by the number of New Shares equal to the sum of (a) the number of New Shares, which originally formed part of the Combined Consideration together with (b) the number of additional New Shares that could be purchased using the value on the Merger Date or, as the case may be, the Tender Offer Date of the Other Consideration.

In the event that the consideration for the Share consists of more than any one type of share or security, the Calculation Agent may determine, in its sole and absolute discretion, that the Share will be comprised of some but not all of such considerations (the "Retained Consideration"), and that the balance of the consideration shall not be so retained for purposes of comprising the Share (the

“**Non Retained Consideration**”); provided, however, that an adjustment shall be made to the Retained Consideration comprising the Share so as to take into account the value of the Non Retained Consideration. The foregoing adjustment shall be made with reference to the values of the Retained Consideration and Non Retained Consideration in accordance with the quotations (if any) of the Retained Consideration and the Non Retained Consideration, respectively, made on the first Exchange Business Day following the Merger Date or, as the case may be, the Tender Offer Date and otherwise as the Calculation Agent may reasonably determine.

OR (but not and)

- (iii) to redeem all (but not some only) of the Notes on the tenth Business Day after the Merger Date or, as the case may be, the Tender Offer Date (such date being an “**Early Redemption Date**”) by paying the Early Redemption Amount determined, in its sole and absolute discretion, by the Calculation Agent on the Merger Date or, as the case may be, the Tender Offer Date. The Issuer's obligations under the Notes shall be satisfied in full upon payment of such amount. In such event, the Issuer shall promptly notify the Paying Agent and the Noteholders in accordance with Condition 14 that it has elected to redeem the Notes (such notice stating the Early Redemption Date and the applicable Early Redemption Amount).

(D) *Nationalisation, Insolvency And Delisting*

(1) Definitions

“**Delisting**” means that the Exchange announces that pursuant to the rules of the Exchange, the Share cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is in the European Union, in any member state of the European Union).

“**Insolvency**” means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Company, (A) all the Shares of the Company are required to be transferred to a trustee, liquidator or other similar official or (B) holders of the Shares of the Company become legally prohibited from transferring them.

“**Nationalisation**” means that all the Shares or all the assets or substantially all the assets of the Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

(2) Consequences

If the Calculation Agent determines, in its sole and absolute discretion, that Nationalisation, Insolvency or Delisting has occurred in respect of the Share or the Company from, and including, the Issue Date to, and including, the latest of the Valuation Date, the last Averaging Date, the last Knock-in Determination Day or the last Knock-out Determination Day, it shall forthwith notify the Issuer of such event and the Issuer may elect, in its sole and absolute discretion, either:



- (i) to require the Calculation Agent to make such adjustment(s) to the redemption, settlement, payment or any other terms of the Notes (including, without limitation, the good faith estimate by the Calculation Agent of the value of the Share before the effective date of such event) as it, in its sole and absolute discretion, considers to be appropriate, and determine, in its sole and absolute discretion, the effective date of such adjustment(s); or
- (ii) to redeem all (but not some only) the Notes on the tenth Business Day (such day being an “**Early Redemption Date**”) following the day (or, if such day is not a Business Day, the first Business Day following the day) on which the Issuer receives notice from the Calculation Agent that such Nationalisation or Insolvency or Delisting has occurred (such day being a “**Notification Date**”). The Notes shall be redeemed on the Early Redemption Date at the Early Redemption Amount determined by the Calculation Agent, in its sole and absolute discretion, on the Notification Date. The Issuer's obligations under the Notes shall be satisfied in full upon payment of such amount. The Issuer shall promptly notify the Paying Agent and the Noteholders in accordance with Condition 14 that it has elected to redeem the Notes (such notice stating the Early Redemption Date and the applicable Early Redemption Amount).

(E) *Miscellaneous*

- (i) If more than one of the events set out above occurs, the adjustments (if any) to the terms of the Notes for the second and subsequent events shall be to the terms of the Notes as adjusted for preceding events.
- (ii) In the event that a determination is made that the Notes will be settled by Redemption by Physical Delivery and on or after the Valuation Date or the last Averaging Date or the last Knock-in Determination Day or the last Knock-out Determination Day (but before the Settlement Date) a Potential Adjustment Event, a Merger Event, an Insolvency, a Nationalisation or a Delisting occurs, then the Issuer shall be entitled (but not obliged) upon immediate notice to the Noteholders to (i) delay the Settlement Date to such date that falls five Business Days following such event and (ii) cause the property comprising the Relevant Number of Shares to be thereupon adjusted in accordance with the provisions hereof.
- (iii) As soon as reasonably practicable under the circumstances after making any adjustment or modification to the terms of the Notes in accordance with these Conditions, whether in the exercise of its own discretion or at the request of the Issuer, the Calculation Agent will give notice thereof to the Issuer and to the Paying Agent whereupon the Issuer or the Paying Agent shall notify the Noteholders of such adjustment or modification in accordance with Condition 14.

(g) *Redemption by Physical Delivery*

(A) *Definitions*

“**Clearance System**” means indiscriminately the Share Clearance System, Clearstream Luxembourg or Euroclear.

"**Clearance System Business Day**" means any day on which each of Euroclear or Clearstream, Luxembourg, as the case may be, and the Share Clearance System is (or, but for the occurrence

of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

“**Clearstream Luxembourg**” means, Clearstream Banking, société anonyme (or any successor thereof).

“**Disruption Cash Settlement Price**” in respect of any Note shall be the fair market value of a Note less (i) the Residual Cash Amount and (ii) the cost to the Issuer of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent, in its sole and absolute discretion.

“**Euroclear**” means Euroclear S.A./N.V., as operator of the Euroclear System (or any successor thereof).

“**Integral Number of Shares**” means, in respect of each Note, an integral number of Shares equal to the Relevant Number of Shares rounded downwards to the nearest integral number. For the avoidance of doubt the Integral Number of Shares as of the Issue Date is specified in the applicable Final Terms.

“**Relevant Number of Shares**” means, in respect of each Note, a number of Shares equal to (i) the Nominal Amount divided by (ii) the Initial Price, rounded upwards to the nearest third decimal and subject to adjustment from time to time in accordance with the provisions as set out in Condition 16(f) (*Particular Provisions*) above. For the avoidance of doubt, the Relevant Number of Shares as of the Issue Date is specified in the applicable Final Terms.

“**Residual Cash Amount**” means, in respect of each Note, an amount in the Relevant Currency specified in the applicable Final Terms equal to the product of (i) the Residual Number of Shares and (ii) the Final Price, being specified that the result of such sum shall be rounded to the nearest second decimal and with 0.005 rounded upwards.

“**Residual Number of Shares**” means, in respect of each Note, a number of Shares equal to (i) the Relevant Number of Shares minus (ii) the Integral Number of Shares. For the avoidance of doubt, the Residual Number of Shares as of the Issue Date is specified in the applicable Final Terms.

“**Settlement Date**” means the Maturity Date. If a Settlement Disruption Event does prevent delivery on that day, then the Settlement Date will be the first succeeding day on which delivery of the Integral Number of Shares can take place through the relevant Share Clearance System unless a Settlement Disruption Event prevents settlement on each of the five relevant Share Clearance System Business Days immediately following the original date that, but for the Settlement Disruption Event, would have been the Settlement Date. In that case, (a) if the Integral Number of Shares can be delivered in any other commercially reasonable manner, as determined by the Calculation Agent in its sole discretion, then the Settlement Date will be the first day on which settlement of a sale of the Integral Number of Shares executed on that fifth relevant Share Clearance System Business Day customarily would take place using such other commercially reasonable manner of delivery (which other manner of delivery will be deemed to be the relevant Share Clearance System for the purposes of delivery of the relevant Integral Number of Shares), and (b) if the Integral Number of Shares cannot be delivered in any other commercially reasonable manner, as determined by the Calculation Agent in its sole discretion, then in lieu of physical settlement the Issuer may satisfy its obligations in respect of each of the relevant Notes by payment to the Noteholders of the Disruption Cash Settlement Price on the third Business Day following such fifth relevant Share Clearance System Business Day. For the avoidance of doubt, where a Settlement Disruption Event affects some but not all of the

shares or securities comprised in the Relevant Number of Shares, the Settlement Date for shares or securities not affected by the Settlement Disruption Event will be the Maturity Date. In the event that a Settlement Disruption Event will result in the delivery on the Settlement Date of some but not all of the shares or securities comprised in the Relevant Number of Shares, the Calculation Agent shall determine in its sole discretion the appropriate pro rata portion of the Disruption Cash Settlement Price which the Issuer, to satisfy its obligations in respect of each of the relevant Notes to the extent the Issuer has not already done so by delivery of shares or securities comprised in the Relevant Number of Shares, will pay to the Noteholders on the third Business Day following the fifth relevant Share Clearance System Business Day.

“**Settlement Disruption Event**” means an event beyond the control of the Issuer as a result of which (i) Euroclear or Clearstream, Luxembourg, as the case may be, or the Share Clearance System cannot clear the transfer of the Shares or (ii) Euroclear or Clearstream, Luxembourg, as the case may be, or the Share Clearance System ceases to clear all or any of such shares.

(B) *Provisions*

- (i) In the case of Redemption by Physical Delivery, provided that notice of Redemption by Physical Delivery shall be made by the Calculation Agent or the Issuer to the Paying Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, on or immediately after the Valuation Date or the last Averaging Date or the last Knock-in Determination Day or the last Knock-out Determination Day, each Noteholder shall not later than two Business Days before the Maturity Date (the “**Delivery Notice Date**”) (or on such earlier date as the Calculation Agent, acting in its sole discretion, shall determine is necessary for the Issuer and Euroclear and/or Clearstream, Luxembourg, as the case may be, to perform their respective obligations under the Notes and which earlier date has been notified to the Issuer, and of which the Issuer shall then promptly inform Noteholders) send to Euroclear and/or Clearstream, Luxembourg, as the case may be, (in accordance with its then applicable operating procedures and accepted methods of communication), an irrevocable notice designating its security and cash accounts for the purposes of Redemption by Physical Delivery and details of such accounts at Euroclear or Clearstream, Luxembourg or the Share Clearance System (the “**Delivery Notice**”).
- (ii) For the avoidance of doubt, the Issuer shall be under no obligation to compensate or indemnify the Noteholder(s) for any delay or failure on the part of the Issuer to deliver or procure the delivery of the Integral Number of Shares on the Settlement Date and/or to pay or procure the payment of the Residual Cash Amount on the Maturity Date to the Noteholder(s) to the extent Euroclear and/or Clearstream, Luxembourg, as the case may be, does not receive the Delivery Notice from the Noteholder(s) on (or before, as may be applicable) the Delivery Notice Date or, to the extent that for any reason Euroclear and/or Clearstream, Luxembourg fail, or fail within any relevant period, to transmit (whether or not in accordance with its then applicable operating procedures and accepted methods of communication) any notice by or on behalf of the Issuer to its participants. Without prejudice to the preceding sentence and Clause (iv) below, in the event that Euroclear and/or Clearstream, Luxembourg do not receive a Delivery Notice from a Noteholder on or before the tenth Business Day following the Maturity Date, the Issuer shall be entitled (but not obliged) to pay to such Noteholder, as soon as reasonably practicable on or following such date an amount, determined by the Calculation Agent in its sole and absolute discretion and notified to the Issuer, the Paying Agent, Euroclear and/or Clearstream, Luxembourg, as the case may be, (to be communicated by them to

the relevant Noteholders) in writing promptly following such determination, equal to the fair market value of such Integral Number of Shares and/or the Residual Cash Amount at the date determined in good faith by the Issuer, in full satisfaction of its obligations under such Notes.

- (iii) A Delivery Notice once delivered to Euroclear or Clearstream, Luxembourg, as the case may be, shall be irrevocable and may not be withdrawn without the consent in writing of the Issuer. A Noteholder may not transfer any Note that is the subject of a Delivery Notice following delivery of such Delivery Notice to Euroclear or Clearstream, Luxembourg, as the case may be.
- (iv) A Delivery Notice shall only be valid to the extent that Euroclear and/or Clearstream, Luxembourg, as the case may be, have not received conflicting prior instructions in respect of the Notes that are the subject of the Delivery Notice. Failure properly and timely to provide a Delivery Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly provided shall be made by Euroclear and/or Clearstream, Luxembourg, as the case may be, after consultation with the Issuer and shall be conclusive and binding on the Issuer and the relevant Noteholder. If a Delivery Notice has not been provided properly and timely, the Issuer shall not be obliged to make any payment or delivery in respect of the Notes which are the subject of the Delivery Notice.
- (v) Receipt by Euroclear and/or Clearstream, Luxembourg, as the case may be, of a valid Delivery Notice shall be deemed to constitute (i) written confirmation of an irrevocable election and undertaking by the relevant Noteholder to select the account at Euroclear or Clearstream, Luxembourg or the Share Clearance System specified therein and (ii) an undertaking by the relevant Noteholder to pay any costs, applicable value added or sales taxes, transfer taxes, stamp duties and other taxes and duties due by reason of delivery of the Integral Number of Shares to the account at Euroclear or Clearstream, Luxembourg or the Share Clearance System or to reimburse Euroclear or Clearstream, Luxembourg, as the case may be, or the Share Clearance System in respect of any such costs, taxes or duties.
- (vi) In the event that any Note is not represented by a Global Note or Global Certificate held on behalf of Euroclear or Clearstream, Luxembourg, as the case may be, the Issuer shall procure that notice shall be provided to the relevant Noteholders in accordance with Condition 14, describing the method by which an account at the Share Clearance System shall be irrevocably designated for such Noteholders and such designation shall be binding on the Issuer and such Noteholders.
- (vii) Upon receipt of such Delivery Notice, Euroclear and/or Clearstream, Luxembourg, as the case may be, shall (a) verify that the person specified therein as the Noteholder is the holder of the specified principal amount of Notes according to its books (provided that if such verification shows that such person is not the Noteholder according to its books, the Delivery Notice shall not be valid) and (b) shall, in accordance with its then applicable operating procedures, send a copy of the Delivery Notice to the Issuer and such other persons as the Issuer may previously have specified.
- (viii) The nominal amount of a number of Notes delivered by the same Noteholder for redemption shall not be aggregated for the purpose of determining the number of Shares to be delivered in respect of such Notes.

- (ix) Delivery of any Shares is subject to all applicable laws, regulations and practices and the Issuer shall not incur any liability whatsoever if it is unable to deliver or procure the delivery of the Shares to the Noteholder because of any such laws, regulations or practices. The Issuer shall not under any circumstances be liable for any acts or defaults of Euroclear and/or Clearstream, Luxembourg, as may be applicable, and/or the Share Clearance System in relation to the performance of the duties in relation to the Notes, including but not limited to the delivery of the Shares to the Noteholder.
- (x) After delivery by the Issuer to the relevant Noteholder(s) through Euroclear and/or Clearstream, Luxembourg, as may be applicable, and/or the Share Clearance System of the Shares (if applicable) and for such period of time as the Issuer or its agent or nominee shall continue to be registered in any clearance system or otherwise as the owner of the Shares (the “**Intervening Period**”), neither the Issuer nor its agent or nominee shall:
- be under any obligation to deliver to such Noteholder(s) or any subsequent beneficial owner of the Shares any letter, certificate, notice, circular, dividend or any other document or payment whatsoever received by the Issuer or its agent or nominee in its capacity as the holder thereof; or
  - exercise any or all rights (including voting rights) attaching to such Shares or part thereof during the Intervening Period without the prior written consent of the relevant Noteholder(s), provided that neither the Issuer nor its agent or nominee shall be under any obligation to exercise any such rights during the Intervening Period; or
  - be under any liability to such Noteholder(s) or any subsequent beneficial owner of the Shares in respect of any loss or damage which such Noteholder(s) or subsequent beneficial owner may sustain or suffer as a result, whether directly or indirectly, of the Issuer or its agent or nominee being registered in such clearance system or otherwise during such Intervening Period as legal owner of the Shares.
- (xi) The Issuer shall not be under any obligation to register or procure the registration of any holder of any Note, or any other person acting on behalf of such holder, or any other person, as the registered holder of any Shares in respect of such Note.
- (xii) No right to dividends on the Shares will accrue to Noteholders prior to the Settlement Date.

## 17 Terms for Single Exchange and Multi Exchange Index Linked Notes

This Condition applies if and as specified in the applicable Final Terms.

### (a) General Definitions

#### (A) Common definitions for Single Exchange Index Linked Notes and Multi Exchange Index Linked Notes

“**Early Redemption Amount**” means, in respect of any Note, an amount determined by the Calculation Agent, in its sole and absolute discretion, in the Relevant Currency specified in the applicable Final Terms, to be the fair market value of a Note based on the market conditions prevailing at the date of determination and adjusted to account fully for any reasonable expenses and costs of unwinding any underlying and/or related hedging and funding arrangements (including, without limitation, any equity options, equity swaps or other

instruments of any type whatsoever hedging the Issuer's obligations under the Notes). In respect of Fixed Rate Notes and Index Linked Interest Notes, for purposes of determining the Early Redemption Amount, no accrued unpaid interest shall be payable but shall be taken into account in calculating the fair market value of each Note.

“**Final Level**” means either:

- in respect of each Valuation Date, the level of the Index as determined by the Calculation Agent as of the Valuation Time on the Valuation Date; OR
- in respect of the Averaging Dates, the arithmetic average as determined by the Calculation Agent (rounded to the nearest unit of the relevant currency in which the Index is valued (with halves being rounded up)) of the Relevant Levels on each Averaging Date.

“**Initial Level**” means the level of the Index specified as such or otherwise determined in the applicable Final Terms or, if no such level is specified or otherwise determined in the applicable Final Terms, the level of the Index as determined by the Calculation Agent as of the Valuation Time on the Strike Date, subject to “**Particular Provisions**” set forth in Condition 17(f) (*Particular Provisions*) below.

“**Max**” followed by a series of numbers inside brackets means whichever is the greater of the numbers separated by a “;” inside those square brackets.

“**Min**” followed by a series of numbers inside brackets means whichever is the lesser of the numbers separated by a “;” inside those square brackets.

“**Relevant Level**” means, in respect of any Averaging Date, the level of the Index as determined by the Calculation Agent as of the Valuation Time on such Averaging Date.

(B) *Definitions specific to Single Exchange Index Linked Notes*

“**Exchange**” means the exchange or quotation system specified as such in the applicable Final Terms, any successor to such exchange or any substitute exchange or quotation system to which trading in the shares underlying the Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the shares underlying the Index on such temporary substitute exchange or quotation system as on the original Exchange).

“**Exchange Business Day**” means any Scheduled Trading Day on which the Exchange and, if any, the Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or, if any, the Related Exchange closing prior to its Scheduled Closing Time.

“**Index**” means the index specified as such in the applicable Final Terms as calculated and announced by the relevant Index Sponsor, subject to “Particular Provisions” set forth in Condition 17(f) (*Particular Provisions*) below.

“**Index Sponsor**” means the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Scheduled Trading Day, which is on the Issue Date specified as such in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 17(f) (*Particular Provisions*) below.

“**Related Exchange**” means the exchange or quotation system specified as such in the applicable Final Terms, any successor to such exchange or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to the Index on such temporary substitute exchange or quotation system as on the original Related Exchange).

“**Scheduled Closing Time**” means in respect of the Exchange or, if any, the Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or, if any, the Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the hours of the regular trading session hours.

“**Scheduled Trading Day**” means any day on which the Exchange and the Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

“**Valuation Time**” means the time specified as such in the applicable Final Terms or, if no such time is specified, the Scheduled Closing Time on the Exchange on the relevant Valuation Date or Averaging Date or Knock-in Determination Day or Knock-out Determination Day. If such Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

(C) *Definitions specific to Multi Exchange Index Linked Notes*

“**Exchange**” means in respect of each component security of the Index (each, a “**Component Security**”), the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent which is on the Issue Date specified as such or otherwise determined in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 17(f) (*Particular Provisions*) below.

“**Exchange Business Day**” means any Scheduled Trading Day on which: (i) the Index Sponsor publishes the level of the Index and, if any, (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding any Exchange or, if any, the Related Exchange closing prior to its Scheduled Closing Time.

“**Index**” means the index specified as such in the applicable Final Terms as calculated and announced by the relevant Index Sponsor, subject to “Particular Provisions” set forth in Condition 17(f) (*Particular Provisions*) below.

“**Index Sponsor**” means the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Scheduled Trading Day, which is on the Issue Date specified as such in the applicable Final Terms, subject to “Particular Provisions” set forth in Condition 17(f) (*Particular Provisions*) below.

“**Related Exchange**” means the exchange or quotation system specified as such in the applicable Final Terms, any successor to such exchange or any substitute exchange or quotation system to which trading in futures or options contracts relating to the Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to the Index on such temporary substitute exchange or quotation system as on the original Related Exchange).

“**Scheduled Closing Time**” means, in respect of each Component Security, the scheduled weekday closing time of the Exchange, without regard to after hours or any other trading outside of the hours of the regular trading session hours.

“**Scheduled Trading Day**” means any day on which: (i) the Index Sponsor is scheduled to publish the level of the Index; and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session.

“**Valuation Time**” means (i) for the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or future contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor.

(b) *Valuation*

(A) *Strike Date*

“**Strike Date**” means the date specified as such in the applicable Final Terms or, if such date is not a relevant Scheduled Trading Day, the next following relevant Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth in Condition 17(c) (*Consequences of Disrupted Day(s)*) below.

“**Scheduled Strike Date**” means the original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Strike Date.

(B) *Valuation Date*

“**Valuation Date**” means the date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day, subject to “Consequences of Disrupted Day(s)” set forth in Condition 17(c) (*Consequences of Disrupted Day(s)*) below.

“**Scheduled Valuation Date**” means the original date that, but for the occurrence of an event causing a Disrupted Day, would have been the Valuation Date.

(C) *Averaging Dates*

“**Averaging Dates**” means each date specified as such in the applicable Final Terms or, if any of such Averaging Dates is not a Scheduled Trading Day, the next following Valid Date, subject to “Consequences of Disrupted Day(s)” set forth in Condition 17(c) (*Consequences of Disrupted Day(s)*) below.

“**Valid Date**” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

(c) *Consequences of Disrupted Day(s)*

(A) *Definitions*

(i) Definitions specific to Single Exchange Index Linked Notes

“**Disrupted Day**” means any Scheduled Trading Day on which the Exchange or, if any, the Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.



“**Early Closure**” means the closure on any Exchange Business Day of any relevant Exchange relating to securities that comprise 20 percent or more of the level of the Index or, if any, the Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or, if any, the Related Exchange at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or any Related Exchange on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or, if any, the Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

“**Exchange Disruption**” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, securities that comprise 20 percent or more of the level of the Index on any relevant Exchange relating to securities that comprise 20 percent or more of the level of the Index, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Index on the relevant Related Exchange.

“**Market Disruption Event**” means the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the level of the Index triggers respectively the Knock-in Level or the Knock-out Level or (b) in all other circumstances that ends at the relevant Valuation Time, or (iii) an Early Closure. For the purposes of determining whether a Market Disruption Event exists at any time, if a Market Disruption Event occurs in respect of a security included in the Index at any time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that security and (y) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event.

“**Trading Disruption**” means any suspension of or limitation imposed on trading by the relevant Exchange or, if any, the Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or, if any, the Related Exchange or otherwise (i) on any relevant Exchange relating to securities that comprise 20 percent or more of the level of the Index, or (ii) in futures or options contracts relating to the Index on the relevant Related Exchange.

(ii) Definitions specific to Multi Exchange Index Linked Notes

“**Disrupted Day**” means any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.

“**Early Closure**” means the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or, if any, the Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or, if any, the Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or, if any, the Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

“**Exchange Disruption**” means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the Related Exchange.

“**Market Disruption Event**” means either:

- (i) (a) the occurrence or existence, in respect of any Component Security, of:
  - (1) a Trading Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the level of the Index triggers respectively the Knock-in Level or the Knock-out Level or (b) in all other circumstances that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; AND/OR
  - (2) an Exchange Disruption in respect of such Component Security, which the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the level of the Index triggers respectively the Knock-in Level or the Knock-out Level or (b) in all other circumstances that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; AND/OR
  - (3) an Early Closure in respect of such Component Security; AND
- (b) the aggregate of all Component Securities in respect of which a Trading Disruption and/or, an Exchange Disruption and/or an Early Closure occurs or exists comprises 20 per cent or more of the level of the Index; OR
- (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (a) a Trading Disruption; (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that (a) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins and/or ends at the time on which the level of the Index triggers respectively the Knock-in Level or the Knock-out Level or (b) in all other circumstances that ends at the relevant Valuation Time in respect of the Related Exchange; or (c) an Early Closure, in each case in respect of such futures or options contracts.

For the purposes of determining whether a Market Disruption Event exists in respect of a Component Security at any time, if a Market Disruption Event occurs in respect of such Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security to (y) the overall level of the Index, in each case using the official opening weightings as published by the Sponsor as part of the market "opening data".

“**Trading Disruption**” means any suspension of or limitation imposed on trading by the relevant Exchange or, if any, the Related Exchange or otherwise and whether by reason of

movements in price exceeding limits permitted by the relevant Exchange or, if any, the Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.

(B) *Provisions*

(1) Strike Date

If the Strike Date is a Disrupted Day, then the Strike Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date is a Disrupted Day.

In that case, (i) the Ultimate Strike Date shall be deemed to be the Strike Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the level of the Index as of the Valuation Time on the Ultimate Strike Date in accordance with (subject to "Particular Provisions" set in Condition 17(f) (*Particular Provisions*) below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Ultimate Strike Date of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the Ultimate Strike Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Ultimate Strike Date).

“**Ultimate Strike Date**” means the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the Scheduled Strike Date.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(2) Valuation Date

If the Valuation Date is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day.

In that case, (i) the Ultimate Valuation Date shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the level of the Index as of the Valuation Time on the Ultimate Valuation Date in accordance with (subject to "Particular Provisions" set forth in Condition 17(f) (*Particular Provisions*)) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Ultimate Valuation Date of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the Ultimate Valuation Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Ultimate Valuation Date).

“**Ultimate Valuation Date**” means the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the Scheduled Valuation Date.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(3) Averaging Date

If any Averaging Date is a Disrupted Day, then this Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the Ultimate Averaging Date, then (1) the Ultimate Averaging Date shall be deemed to be that Averaging Date (irrespective of whether the Ultimate Averaging Date is already an Averaging Date), and (2) the Calculation Agent shall determine the level of the Index as of the Valuation Time for that Averaging Date in accordance with (subject to "Particular Provisions" set forth in Condition 17(f) (*Particular Provisions*) below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Ultimate Averaging Date of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the Ultimate Averaging Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Ultimate Averaging Date).

“**Ultimate Averaging Date**” means the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following the original date that, but for the occurrence of a another Averaging Date or Disrupted Day, would have been the final Averaging Date.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(4) Knock-in Event and Knock-out Event

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day, then such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one hour period that begins and/or ends at the time on which the level of the Index triggers the Knock-in Level or the Knock-out Level, a Market Disruption Event occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

(d) *Knock-In Event and Knock-Out Event*

Common definitions for Single Exchange Index Linked Notes and Multi Exchange Index Linked Notes

(A) *Knock-in Event*

“**Knock-in Event**” means (unless otherwise specified in the applicable Final Terms) that the level of the Index determined by the Calculation Agent as of the Knock-in Valuation Time on

any Knock-in Determination Day is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Knock-in Level.

If “**Knock-in Event**” is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, amendment to the terms of the Notes (as specified in the applicable Final Terms) and/or payment under the relevant Notes subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

“**Knock-in Level**” means the level of the Index specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 17(f) (*Particular Provisions*) below and to “Consequences of Disrupted Day(s)” set forth in Condition 17(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-in Determination Day**” means each Scheduled Trading Day during the Knock-in Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 17(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-in Determination Period**” means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

“**Knock-in Period Beginning Date**” means the date specified as such in the applicable Final Terms or, if the Knock-in Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“**Knock-in Period Ending Date**” means the date specified as such in the applicable Final Terms or, if the Knock-in Period Ending Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“**Knock-in Valuation Time**” means, the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

(B) *Knock-out Event*

“**Knock-out Event**” means (unless otherwise specified in the applicable Final Terms) that the level of the Index determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Knock-out Level.

If “**Knock-out Event**” is specified as applicable in the Final Terms, then, unless otherwise specified in such Final Terms, amendment to the terms of the Notes (as specified in the applicable Final Terms) and/or payment under the relevant Notes subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

“**Knock-out Level**” means, the level of the Index specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions set forth in Condition 17(f) (*Particular Provisions*) below and to “Consequences of Disrupted Day(s)” set forth in Condition 17(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-out Determination Day**” means each Scheduled Trading Day during the Knock-out Determination Period subject to “Consequences of Disrupted Day(s)” set forth in Condition 17(c) (*Consequences of Disrupted Day(s)*) above.

“**Knock-out Determination Period**” means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

“**Knock-out Period Beginning Date**” means the date specified as such in the applicable Final Terms or, if the Knock-out Period Beginning Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“**Knock-out Period Ending Date**” means the date specified as such in the applicable Final Terms or, if the Knock-out Period Ending Date Scheduled Trading Day Convention is specified as applicable in the applicable Final Terms and such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

“**Knock-out Valuation Time**” means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time

(e) *Automatic Early Redemption*

Common definitions and provisions for Single Exchange Index Linked Notes and Multi Exchange Index Linked Notes

(A) *Definitions*

“**Automatic Early Redemption Date(s)**” means each of the date(s) specified as such in the applicable Final Terms, subject in each case to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

“**Automatic Early Redemption Event**” means (unless otherwise specified in the applicable Final Terms) that the Index Level is, as specified in the applicable Final Terms, (i) “greater than”, (ii) “greater than or equal to”, (iii) “less than” or (iv) “less than or equal to” the Automatic Early Redemption Level.

“**Automatic Early Redemption Level**” means, the level of the Index specified as such or otherwise determined in the applicable Final Terms, subject to “Adjustment to the Index” set forth in Condition 17(f) (*Particular Provisions*) below.

“**Automatic Early Redemption Valuation Date(s)**” means, each of the date(s) specified as such in the applicable Final Terms or, if any of such Automatic Early Redemption Date(s) is not a Scheduled Trading Day, the next following Scheduled Trading Day subject to “Consequences of Disrupted Day(s)” set forth below.

“**Automatic Early Redemption Rate**” means, in respect of any Automatic Early Redemption Date, the rate specified as such in the applicable Final Terms.

“**Index Level**” means, in respect of any Automatic Early Redemption Valuation Date, the level of the Index as determined by the Calculation Agent as of the Valuation Time on such Automatic Early Redemption Valuation Date.

“**Scheduled Automatic Early Redemption Valuation Date(s)**” means the original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Automatic Early Redemption Valuation Date.

(B) *Consequences of the occurrence of an Automatic Early Redemption Event*

If “**Automatic Early Redemption Event**” is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if on any Automatic Early Redemption Valuation Date the Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date and the Redemption Amount payable by the Issuer on such date upon redemption of each Note shall be an amount in the Relevant Currency specified in the applicable Final Terms equal to the relevant Automatic Early Redemption Amount.

“**Automatic Early Redemption Amount**” Means (a) an amount in the Relevant Currency specified in the applicable Final Terms specified as such in the applicable Final Terms or if such amount is not specified, (b) the product of (i) the Nominal Amount and (ii) the relevant Automatic Early Redemption Rate relating to that Automatic Early Redemption Date.”

(C) *Consequences of Disrupted Days*

If any Automatic Early Redemption Valuation Date is a Disrupted Day, then such Automatic Early Redemption Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Specific Number of Scheduled Trading Days immediately following the Scheduled Automatic Early Redemption Valuation Date is a Disrupted Day.

In that case, (i) the Ultimate Automatic Early Redemption Valuation Date shall be deemed to be that Automatic Early Redemption Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine the level of the Index as of the Valuation Time on the Ultimate Automatic Early Redemption Valuation Date in accordance with (subject to "Adjustments to the Index" set forth in Condition 17(f) (*Particular Provisions*) below) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the Ultimate Automatic Early Redemption Valuation Date of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the Ultimate Automatic Early Redemption Valuation Date, its good faith estimate of the value for the relevant security as of the Valuation Time on the Ultimate Automatic Early Redemption Valuation Date).

“**Ultimate Automatic Early Redemption Valuation Date**” means, in respect of any Automatic Early Redemption Valuation Date, the Scheduled Trading Day which is the last of the Specific Number of Scheduled Trading Days immediately following such Automatic Early Redemption Valuation Date.

“**Specific Number**” means the number specified as such in the applicable Final Terms or if no number is specified the Specific Number shall be deemed equal to eight.

(f) *Particular Provisions*

- (i) If the Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially

similar formula for and method of calculation as used in the calculation of the Index, then in each case that index (the “**Successor Index**”) will be deemed to be the Index and the Conditions shall be construed accordingly.

- (ii) If on or prior to the latest of the Valuation Date, the last Averaging Date, , the last Knock-in Determination Day or the last Knock-out Determination Day, the Index Sponsor (i) announces that it will make a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes in constituent stock and capitalization and other routine events) (an “**Index Modification**”) or permanently cancels the Index and no Successor Index exists (an “**Index Cancellation**”) or (ii) fails to calculate and announce the Index (an “**Index Disruption**” (provided for the avoidance of doubt that a successor sponsor calculating and announcing the Index determined as unacceptable by the Calculation Agent shall be an Index Disruption) and together with an Index Modification and an Index Cancellation, each an “**Index Adjustment Event**”), then the Calculation Agent will be entitled, for the purpose of performing its obligations in respect of the outstanding Notes, either to:
- (a) calculate the level of the Index in accordance with the formula for and method of calculating the Index last in effect prior to the change, failure or cancellation, but using only those securities that comprised the Index immediately prior to the Index Adjustment Event; or (but not and)
  - (b) replace the Index by the Index as so modified or by the new index (as the case may be), provided that in such case, (a) the Calculation Agent will make such adjustments to the new index as may be required in order to preserve the economic equivalent of the obligation of the Issuer to make payment of any amount due and payable under the Notes linked to the Index as if such new or modified index had not replaced the Index and, if need be, will multiply the modified or new index by a linking coefficient to do so as determined by the Calculation Agent and (b) the Noteholders will be notified of the modified Index or the new index (as the case may be) and, if need be, of the linking coefficient; or (but not and)
  - (c) require the Issuer to redeem each Note at an amount per Note equal to the Early Redemption Amount. The Early Redemption Amount shall be payable by the Issuer on the fifth Business Day following notification by the Calculation Agent to the Issuer that the Calculation Agent has determined that the event referred to in this paragraph (b) has occurred
- (iii) In the event that any level announced by the Index Sponsor which is utilised by the Calculation Agent for any determination (the “**Original Determination**”) is subsequently corrected and the correction (the “**Corrected Value**”) is announced by the Index Sponsor within two Scheduled Trading Days after the original publication and in any case not later than the second Scheduled Trading Day immediately preceding the payment date of the amount due and payable under the Notes which is linked to that Original Determination, then the Calculation Agent will notify the Issuer of the Corrected Value as soon as reasonably practicable and shall determine the relevant value (the “**Replacement Determination**”) using the Corrected Value.

If the result of the Replacement Determination is different from the result of the Original Determination, to the extent that it considers it to be necessary, the Calculation Agent may, in its sole and absolute discretion, adjust any relevant terms hereof accordingly.



For the avoidance of doubt, Noteholders shall not be entitled to make any claim against the Issuer or the Calculation Agent in the case where any Original Determination is not subsequently corrected and/or the correction of the Original Determination is announced by the Index Sponsor after the second Scheduled Trading Day immediately preceding the payment date of the amount due and payable under the Notes which is linked to that Original Determination.

- (iv) The Calculation Agent shall as soon as practicable provide detailed notice of any determinations and/or adjustments, as the case may be, made and notified to the Issuer by the Calculation Agent pursuant to the paragraphs (a) and (b) and (c), whereupon the Issuer shall promptly provide detailed notice to the Fiscal Agent and to the Noteholders in accordance with the Conditions of such determinations and/or adjustments made and notified by the Calculation Agent.

## Summary of Provisions Relating to the Notes while in Global Form

### Initial Issue of Notes

If the Global Notes are stated in the applicable Final Terms to be issued in NGN form they are intended to be eligible collateral for Eurosystem monetary policy and the Global Notes will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Depositing the Global Notes with the Common Safekeeper does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

If the Global Note is a CGN, upon the initial deposit of a Global Note with a common depositary for Euroclear and Clearstream, Luxembourg (the “**Common Depositary**”) or registration of Registered Notes in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the relative Global Certificate to the Common Depositary, Euroclear or Clearstream, Luxembourg will credit each subscriber with a principal amount of Notes equal to the principal amount thereof for which it has subscribed and paid.

Upon the initial deposit of a Global Note with, or registration of Registered Notes in the name of, or any nominee for, and delivery of the relevant Global Certificate to, Euroclear France (including where Euroclear France is acting as central depositary), the “*intermédiaires financiers habilités*” (French banks or investment firms authorised to maintain securities accounts on behalf of their client with Euroclear France (each an “**Approved Intermediary**”)) who are entitled to such Notes according to the records of Euroclear France will credit each subscriber with a principal amount of Notes equal to the principal amount thereof for which it has subscribed and paid.

Upon the initial deposit of a Global Certificate in respect of and registration of Registered Notes in the name of a nominee for DTC and delivery of the relevant Global Certificate to the custodian for DTC (the “**Custodian**”), DTC will credit each subscriber with a principal amount of Notes equal to the principal amount thereof for which it has subscribed and paid.

If the relevant Final Terms indicate that the Global Note is a NGN, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of both Euroclear or Clearstream, Luxembourg. The records of such clearing systems shall be conclusive evidence of the nominal amount of Notes represented by the Global Note and, for these purposes, a statement issued by such clearing system stating the nominal amount of the Notes represented by the Global Note at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Notes that are initially deposited with the Common Depositary may (if indicated in the relevant Final Terms) also be credited to the accounts of subscribers with Approved Intermediaries or (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by Euroclear France or other clearing systems. Conversely, Notes that are initially deposited with Euroclear France or any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems (or Approved Intermediaries), in all cases subject to the rules of such clearing systems from time to time.

### Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg, DTC or any other clearing system or, in the case of Notes held through Euroclear France, an Approved Intermediary, as the holder of a Note represented by a Global Note or a Global Certificate must look solely to Euroclear, Clearstream, Luxembourg, DTC or any other clearing system or Approved Intermediary (as the case may

be) for his share of each payment made by the Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, DTC, Euroclear France or such other clearing system (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

### **Exchange**

#### **1 Temporary Global Notes**

Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

- 1.1 if the relevant Final Terms indicates that such Global Note is issued in compliance with the C Rules, in a transaction Notes with respect to which are not issued in accordance with TEFRA D (see “Summary of the Programme – Selling Restrictions”) or, in the case of a Bearer Note or an Exchangeable Bearer Note with a maturity at issue of 183 days or less, in whole, but not in part, for the Definitive Notes defined and described below; and
- 1.2 otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes.

Each temporary Global Note that is also an Exchangeable Bearer Note will be exchangeable for Registered Notes in accordance with the Conditions in addition to any permanent Global Note or Definitive Notes for which it may be exchangeable and, before its Exchange Date, will also be exchangeable in whole or in part for Registered Notes only.

#### **2 Permanent Global Notes**

Each permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under “Partial Exchange of Permanent Global Notes”, in part for Definitive Notes or, in the case of 2.3 below, Registered Notes:

- 2.1 unless principal in respect of any Notes is not paid when due, by the Issuer giving notice to the Noteholders and the Fiscal Agent of its intention to effect such exchange; or
- 2.2 if the relevant Final Terms provides that such Global Note is exchangeable at the request of the holder, by the holder giving notice to the Fiscal Agent of its election for such exchange; or
- 2.3 if the permanent Global Note is an Exchangeable Bearer Note, by the holder giving notice to the Fiscal Agent of its election to exchange the whole or a part of such Global Note for Registered Notes; or
- 2.4 otherwise, (1) if the permanent Global Note is held on behalf of Euroclear, Clearstream, Luxembourg or Euroclear France or any other clearing system (an “**Alternative Clearing System**”) and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so or (2) if principal in respect of any Notes is not paid when due, by the holder giving notice to the Fiscal Agent of its election for such exchange.

### 3 Unrestricted Global Certificates

If the Final Terms states that the Notes are to be represented by a permanent Global Certificate on issue, transfers of the holding of Notes represented by any Global Certificate may only be made in part:—

- 3.1 if the Notes represented by the Global Certificate are held on behalf of Euroclear, Clearstream, Luxembourg or Euroclear France or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or
- 3.2 if principal in respect of any Notes is not paid when due; or
- 3.3 with the consent of the Issuer

provided that, in the case of the first transfer of part of a holding pursuant to 3.1 or 3.2 above, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer.

### 4 Restricted Global Certificates

Each Restricted Global Certificate will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under “Partial Exchange of Permanent Global Notes and Global Certificates”, in part, for individual Certificates:

- (i) if the Notes represented by the Global Certificate are held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System (except for DTC) and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or
- (ii) if the Notes represented by the Global Certificate are held on behalf of a Custodian for DTC and if DTC notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to the relevant Restricted Global Certificate or DTC ceases to be a “clearing agency” registered under the U.S. Securities Exchange Act of 1934 (the “**Exchange Act**”) or is at any time no longer eligible to act as such, and the Issuer is unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of DTC; or
- (iii) if principal in respect of any Notes is not paid when due; or
- (iv) with the consent of the Issuer,
- (v) provided that, in the case of the first transfer of part of a holding pursuant to (i) or (ii) above, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer. Individual Certificates issued in exchange for a beneficial interest in the Restricted Global Certificate shall bear the legend applicable to such Notes as set out under “Transfer Restrictions”.

### 5 Partial Exchange of Permanent Global Notes and Global Certificates

For so long as a permanent Global Note or Global Certificate is held on behalf of a clearing system and the rules of that clearing system permit, such permanent Global Note or Global Certificate will be exchangeable at the cost of the Issuer in part on one or more occasions (1) in the case of a permanent Global Note, for Registered Notes if the permanent Global Note is an Exchangeable Bearer Note and the part submitted for exchange is to be exchanged for Registered Notes, or (2) for Definitive Notes (i) if principal in respect of any Notes is not paid when due or (ii) if so provided in, and in accordance with, the Conditions (which will be set out in the relevant Final Terms) relating to Partly-paid Notes.

## 6 Delivery of Notes

If the Global Note is a CGN, on or after any due date for exchange the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate principal amount equal to that of the whole or that part of a temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes or Registered Notes, deliver, or procure the delivery of, an equal aggregate principal amount of duly executed and authenticated Definitive Notes and/or Certificates, as the case may be or (iii) if the Global Note is a NGN, procure that details of such exchange be entered *pro rata* in the records of the relevant clearing system. In this Base Prospectus, “**Definitive Notes**” means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Note and a Talon). Definitive Notes will be security printed and Certificates will be printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Agency Agreement. On exchange in full of each permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

## 7 Exchange Date

“**Exchange Date**” means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date, or earlier date, as required under the D Rules, and, in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of an exchange for Registered Notes five days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.

Each Restricted Global Certificate and each individual Certificate issued in exchange for a beneficial interest in a Restricted Global Certificate will bear a legend applicable to purchasers who purchase the Registered Notes pursuant to Rule 144A as described under “Transfer Restrictions”.

### **Amendment to Conditions**

The temporary Global Notes, the permanent Global Notes and Global Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the terms and conditions of the Notes set out in this Base Prospectus. The following is a summary of certain of those provisions:—

#### 1 Payments

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes or Registered Notes is improperly withheld or refused. Payments on any temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note in CGN form will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes. Condition 8(b)(iv) will apply to Definitive Notes only. If the Global Note is a NGN, the Issuer shall procure that details of each

such payment shall be entered *pro rata* in the records of the relevant clearing system and in the case of payments of principal, the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note will be reduced accordingly. Payments under the NGN will be made to its holder. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure by the relevant clearing systems to make the entries in the records of the relevant clearing system shall not affect such discharge.

## 2 Prescription

Claims against the Issuer in respect of Notes that are represented by a permanent Global Note will become void unless it is presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 5(h)).

## 3 Meetings

The holder of a permanent Global Note or of the Notes represented by a Global Certificate shall (unless such permanent Global Note or Global Certificate represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a permanent Global Note shall be treated as having one vote in respect of each minimum Denomination of Notes for which such Global Note may be exchanged. All holders of Registered Notes are entitled to one vote in respect of each Note comprising such Noteholder's holding, whether or not represented by a Global Certificate.

## 4 Cancellation

Cancellation of any Note represented by a permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the principal amount of the relevant permanent Global Note.

## 5 Purchase

Notes represented by a permanent Global Note may only be purchased by the Issuer if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

## 6 Issuer's Option

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear, or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion), or Euroclear France or the relevant Alternative Clearing System (as the case may be).

## 7 Noteholders' Options

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note may be exercised by the holder of the permanent Global Note giving notice to the Fiscal Agent within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Notes in respect of which the option has been exercised, and stating the principal amount of Notes in respect of which the option is

exercised and at the same time, where the permanent Global Note is a CGN, presenting the permanent Global Note to the Fiscal Agent, or to a Paying Agent acting on behalf of the Fiscal Agent, for notation.

#### 8 NGN nominal amount

Where the Global Note is a NGN, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.

#### 9 Events of Default

Each Global Note provides that the holder may cause such Global Note, or a portion of it, to become due and repayable in the circumstances described in “Terms and Conditions of the Notes – Events of Default” by stating in the notice to the Fiscal Agent the principal amount of such Global Note that is becoming due and repayable. If principal in respect of any Note is not paid when due, the holder of a Global Note or Registered Notes represented by a Global Certificate may elect for direct enforcement rights against the Issuer under the terms of a Deed of Covenant executed as a deed by the Issuer on 6 December 2005 to come into effect in relation to the whole or a part of such Global Note or one or more Registered Notes in favour of the persons entitled to such part of such Global Note or such Registered Notes, as the case may be, as accountholders with a clearing system or, in the case of Euroclear France, Approved Intermediaries. Following any such acquisition of direct rights, the Global Note or, as the case may be, the Global Certificate and the corresponding entry in the register kept by the Registrar will become void as to the specified portion or Registered Notes, as the case may be. However, no such election may be made in respect of Notes represented by a Global Certificate unless the transfer of the whole or a part of the holding of Notes represented by that Global Certificate shall have been improperly withheld or refused.

#### 10 Notices

So long as any Notes are represented by a Global Note and such Global Note is held on behalf of a clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note, except that so long as the Notes are listed on the Regulated Market of the Luxembourg Stock Exchange and the rules of that exchange so require, notices shall also be published in a leading newspaper having general circulation in Luxembourg (which is expected to be the *d'Wort*) or on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

#### 11 Partly-paid Notes

The provisions relating to Partly-paid Notes are not set out in this Base Prospectus but will be contained in the relevant Final Terms and thereby in the Global Notes. While any instalments of the subscription moneys due from the holder of Partly-paid Notes are overdue, no interest in a Global Note representing such Notes may be exchanged for an interest in a permanent Global Note or for Definitive Notes (as the case may be). If any Noteholder fails to pay any instalment due on any Partly-paid Notes within the time specified, the Issuer may forfeit such Notes and shall have no further obligation to their holder in respect of them.

### **Use of Proceeds**

The net proceeds from the issue of each Tranche of Notes will be applied by the Issuer for its general affairs and business development. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.



## Clearing and Settlement

### Book-Entry Ownership

#### *Bearer Notes*

The Issuer may make applications to Euroclear France, Clearstream, Luxembourg and Euroclear for acceptance in their respective book-entry systems in respect of any Series of Bearer Notes. In respect of Bearer Notes, in CGN form, a temporary Global Note and/or a permanent Global Note in bearer form without coupons may be deposited with a common depository for Clearstream, Luxembourg and Euroclear or with Euroclear France acting as central depository, and in NGN form with a common safekeeper for Euroclear and Clearstream, Luxembourg. Transfers of interests in such temporary Global Notes or other Global Notes will be made in accordance with the normal Euromarket debt securities operating procedures of Clearstream, Luxembourg and Euroclear and, if appropriate, Euroclear France.

#### *Registered Notes*

The Issuer may make applications to Clearstream, Luxembourg and Euroclear for acceptance in their respective book-entry systems in respect of the Notes to be represented by an Unrestricted Global Certificate or a Restricted Global Certificate. Each Unrestricted Global Certificate or Restricted Global Certificate deposited with a nominee for Clearstream, Luxembourg and/or Euroclear will have an ISIN and a Common Code.

The Issuer and a relevant U.S. agent appointed for such purpose that is an eligible DTC participant may make application to DTC for acceptance in its book-entry settlement system of the Registered Notes represented by a Restricted Global Certificate. Each Restricted Global Certificate will have a CUSIP number. Each Restricted Global Certificate will be subject to restrictions on transfer contained in a legend appearing on the front of such Certificate, as set out under “Transfer Restrictions”. In certain circumstances, as described below in “Transfers of Registered Notes”, transfers of interests in a Restricted Global Certificate may be made, as a result of which such legend may no longer be required.

In the case of a Tranche of Registered Notes to be cleared through the facilities of DTC, the Custodian, with whom the Registered Global Certificates are deposited, and DTC will electronically record the principal amount of the Restricted Notes held within the DTC system. Investors in Notes of such Tranche may hold their interests in an Unrestricted Global Certificate only through Clearstream, Luxembourg or Euroclear. Investors may hold their interests in a Restricted Global Certificate directly through DTC if they are participants in the DTC system, or indirectly through organisations which are participants in such system.

Payments of the principal of, and interest on, each Restricted Global Certificate registered in the name of DTC's nominee will be to or to the order of its nominee as the registered owner of such Restricted Global Certificate. The Issuer expects that the nominee, upon receipt of any such payment, will immediately credit DTC participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the relevant Restricted Global Certificate as shown on the records of DTC or the nominee. The Issuer also expects that payments by DTC participants to owners of beneficial interests in such Restricted Global Certificate held through such DTC participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the name of nominees for such customers. Such payments will be the responsibility of such DTC participants. None of the Issuer, any Paying Agent or any Transfer Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership interests in the Restricted Global Certificates or for maintaining, supervising or reviewing any records relating to such ownership interests.

All Registered Notes will initially be in the form of an Unrestricted Global Certificate and/or a Restricted Global Certificate. Definitive Registered Notes in the form of Individual Certificates will only be available, in the case of Notes initially represented by an Unrestricted Global Certificate, in amounts specified in the applicable Final Terms, and, in the case of Notes initially represented by a Restricted Global Certificate, in amounts of US\$100,000 (or its equivalent in other currencies rounded upwards as agreed between the Issuer and the relevant Dealer(s)), or higher integral multiples of US\$1,000 (or its equivalent in other currencies), in certain limited circumstances described below.

#### **Transfers of Registered Notes**

Transfers of interests in Global Certificates within DTC, Clearstream, Luxembourg and Euroclear will be in accordance with the usual rules and operating procedures of the relevant clearing system. The laws of some states in the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer interests in a Restricted Global Certificate to such persons may be limited. Because DTC can only act on behalf of participants, who in turn act on behalf of indirect participants, the ability of a person having an interest in a Restricted Global Certificate to pledge such interest to persons or entities that do not participate in DTC, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate in respect of such interest.

In the case of Registered Notes to be cleared through Euroclear, Clearstream, Luxembourg and/or DTC, transfers may be made at any time by a holder of an interest in an Unrestricted Global Certificate to a transferee who wishes to take delivery of such interest through the Restricted Global Certificate for the same Series of notes provided that any such transfer made on or prior to the expiration of the Distribution Compliance Period (as defined in “Subscription and Sale”) relating to the Notes represented by such Unrestricted Global Certificate will only be made upon receipt by the Registrar or any Transfer Agent of a written certificate from Euroclear or Clearstream, Luxembourg, as the case may be, (based on a written certificate from the transferor of such interest) to the effect that such transfer is being made to a person whom the transferor reasonably believes is a qualified institutional buyer within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities law of any state of the United States or any other jurisdiction. Any such transfer made thereafter of an interest in the Notes represented by such Unrestricted Global Certificate will only be made upon request, through Clearstream, Luxembourg or Euroclear, by the holder of an interest in the Unrestricted Global Certificate to the Fiscal Agent and receipt by the Fiscal Agent of details of that account at either Euroclear or Clearstream, Luxembourg or DTC to be credited with the relevant interest in the Restricted Global Certificate. Transfers at any time by a holder of any interest in the Restricted Global Certificate to a transferee who takes delivery of such interest through an Unrestricted Global Certificate will only be made upon delivery to the Registrar or any Transfer Agent of a certificate setting forth compliance with the provisions of Regulation S and giving details of the accounts at Euroclear or Clearstream, Luxembourg, as the case may be, and/or DTC to be credited and debited, respectively, with an interest in the relevant Global Certificates.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described above and under “Transfer Restrictions”, cross-market transfers between DTC, on the one hand, and directly or indirectly through Clearstream, Luxembourg or Euroclear accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Custodian, the Registrar and the Fiscal Agent.

On or after the Issue Date for any Series, transfers of Notes of such Series between accountholders in Clearstream, Luxembourg and Euroclear and transfers of Notes of such Series between participants in DTC will generally have a settlement date three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Clearstream, Luxembourg or Euroclear and DTC participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Clearstream, Luxembourg and Euroclear, on the other, transfers of interests in the relevant Registered Global Certificates will be effected through the Fiscal Agent, the Custodian and the Registrar receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. Transfers will be effected on the later of (i) three business days after the trade date for the disposal of the interest in the relevant Registered Global Certificate resulting in such transfer and (ii) two business days after receipt by the Fiscal Agent or the Registrar, as the case may be, of the necessary certification or information to effect such transfer. In the case of cross-market transfers, settlement between Euroclear or Clearstream, Luxembourg accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

For a further description of restrictions on transfer of Registered Notes, see “Transfer Restrictions”.

DTC will take any action permitted to be taken by a holder of Registered Notes (including, without limitation, the presentation of Restricted Global Certificates for exchange as described above) only at the direction of one or more participants in whose account with DTC interests in Restricted Global Certificates are credited and only in respect of such portion of the aggregate principal amount of the relevant Restricted Global Certificates as to which such participant or participants has or have given such direction. However, in the circumstances described above, DTC will surrender the relevant Restricted Global Certificates for exchange for Individual Certificates (which will, in the case of Restricted Notes, bear the legend applicable to transfers pursuant to Rule 144A).

The Issuer has been advised that DTC is a limited purpose trust company organised under the laws of the State of New York, a “banking organisation” under the laws of the State of New York, a member of the U.S. Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic computerised book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to DTC is available to others, such as banks, securities brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a DTC direct participant, either directly or indirectly.

Although DTC, Clearstream, Luxembourg and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of beneficial interests in the Registered Global Certificates among participants and accountholders of DTC, Clearstream, Luxembourg and Euroclear, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Paying Agents or the Transfer Agents will have any responsibility for the performance by DTC, Clearstream, Luxembourg or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

While a Restricted Global Certificate is lodged with DTC or the Custodian, Restricted Notes represented by Individual Certificates will not be eligible for clearing or settlement through DTC, Clearstream, Luxembourg or Euroclear.

#### **Pre-issue Trades Settlement**

It is expected that delivery of Notes will be made against payment therefor on the relevant Issue Date, which could be more than three business days following the date of pricing. Under Rule 15c6-1 of the US

Securities and Exchange Commission under the Exchange Act, trades in the United States secondary market generally are required to settle within three business days (T+3), unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Notes in the United States on the date of pricing or the next succeeding business days until the relevant Issue Date will be required, by virtue of the fact that the Notes initially will settle beyond T+3, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Settlement procedures in other countries will vary. Purchasers of Notes may be affected by such local settlement practices and purchasers of Notes who wish to trade Notes between the date of pricing and the relevant Issue Date should consult their own adviser.

## Transfer Restrictions

### Rule 144A:

Each Purchaser of Registered Notes within the United States pursuant to Rule 144A, by accepting delivery of this Base Prospectus, will be deemed to have represented, agreed and acknowledged that:

- 1 it is (a) a qualified institutional buyer within the meaning of Rule 144A (“**QIB**”), (b) acquiring such Notes for its own account or for the account of a QIB and (c) aware, and each beneficial owner of such Notes has been advised, that the sale of such Notes to it is being made in reliance on Rule 144A;
- 2 it understands that such Notes have not been and will not be registered under the Securities Act and may not be offered, sold, pledged or otherwise transferred except (a) in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or for the account of a QIB, (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S or (c) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available), in each case in accordance with any applicable securities laws of any State of the United States;
- 3 it understands that such Notes, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend to the following effect:–

THIS NOTE AND THE GUARANTEES IN RESPECT HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “**SECURITIES ACT**”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND ACCORDINGLY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR REALES OF THIS NOTE;

- 4 it understands that the Issuer and the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements and agrees that, if any of the acknowledgements, representations, warranties and agreements deemed to have been made upon its purchase of the Notes is no longer accurate, it shall promptly notify the Issuer and the Dealers. If it is acquiring any Notes for the account of one or more QIBs, it represents that it has sole investment discretion with respect to each such investor account, and that it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each such account; and
- 5 it understands that Registered Notes offered in reliance on Rule 144A will be represented by the Restricted Global Certificate. Before any interest in the Restricted Global Certificate may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Unrestricted Global Certificate, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws.

Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

**Regulation S:**

Each purchaser of Registered Notes outside the United States pursuant to Regulation S and each subsequent purchaser of such Notes in resales prior to the expiration of the Distribution Compliance Period (as defined in “Subscription and Sale”), by accepting delivery of this Base Prospectus and the Notes, will be deemed to have represented, agreed and acknowledged that:

- 1 it is, or at the time Notes are purchased will be, the beneficial owner of such Notes and (a) it is not a U.S. person and it is located outside the United States (within the meaning of Regulation S) and (b) it is not an affiliate of the Issuer or a person acting on behalf of such an affiliate;
- 2 it understands that such Notes have not been and will not be registered under the Securities Act and that, prior to the expiration of the Distribution Compliance Period it will not offer, sell, pledge or otherwise transfer such Notes except (a) in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or the account of a QIB or, (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any State of the United States;
- 3 it understands that such Notes, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend to the following effect:

THIS NOTE AND THE GUARANTEES IN RESPECT HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “**SECURITIES ACT**”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT;

- 4 it understands that the Notes offered in reliance on Regulation S will be represented by the Unrestricted Global Certificate. Prior to the expiration of the Distribution Compliance Period, before any interest in the Unrestricted Global Certificate may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Restricted Global Certificate, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws; and
- 5 it understands that the Issuer and the Dealers and their affiliates and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements and agrees that, if any of the acknowledgements, representations, warranties and agreements deemed to have been made upon its purchase of the Notes is no longer accurate, it shall promptly notify the Issuer and the Dealers.

## IXIS Corporate & Investment Bank

### Introduction

IXIS Corporate & Investment Bank (“**IXIS CIB**” or the “**Issuer**”) is a limited liability company (*société anonyme à Directoire et Conseil de Surveillance*), which was incorporated on 31st March, 1987 and is registered with the *Registre du Commerce et des Sociétés* of Paris under the reference number 340 706 407. It is regulated by Articles L.210-1 *et seq.* of the French Commercial Code. Initially named CDC International, the company changed its name to CDC Marchés, and subsequently to CDC IXIS Capital Markets. Its name was changed from CDC IXIS Capital Markets to IXIS Corporate & Investment Bank with effect from 1 November 2004. By decision of the *Comité des établissements de crédit et des entreprises d'investissement* (the “**CECEI**”) of 28 November 2006, IXIS CIB was authorised to use the commercial name NATIXIS.

Its registered office is at 47, Quai d'Austerlitz 75648 Paris Cedex 13, France (Tel: + 33 (0) 1 58 55 15 15).

### Status of IXIS Corporate & Investment Bank

IXIS Corporate & Investment Bank was originally licensed as a finance company (*société financière*), a type of credit institution, on 31st May, 1996 by the CECEI. By decision of the CECEI of 29 June 2004 with effect as of 1 November 2004, its licence was extended to enable it to conduct business as a bank (as defined under Article L.511-9 of the French Monetary and Financial Code). In accordance with this extended licence and the extended objects clause in the by-laws (*statuts*) of the Issuer, IXIS Corporate & Investment Bank is now able, as from 1 November 2004, to provide the full range of core and ancillary banking services (excluding management of means of payment - “*gestion des moyens de paiement*”) and investment services (including custodian-accountholder on own account and clearing broker - “*teneur de compte conservateur pour compte propre et compensateur*”). Consequently, it is subject to French and European Union laws and regulations applicable to credit institutions (such as capital adequacy, insolvency and prudential ratios) and is regulated by *Livre V* of the French Monetary and Financial Code.

### Term

IXIS CIB has a 99-year term, expiring on March 31, 2086, except in the event of extension or dissolution.

### Purpose (article 2 of the by-laws)

IXIS CIB's purpose is to carry out banking and financial operations for its own account and on behalf of its national and international clients, with all French or foreign physical persons or legal entities, whether already existing or created in the future. These operations include:

- undertaking all types of banking and related transactions such as those defined in Book III Part I of the French Monetary and Financial Code (*Code monétaire et financier*), and any legislation or regulations that may supplement or amend these measures, with the exception of providing payment systems for customers or managing such systems;
- providing all types of investment and related services such as those defined in Book III Part I of France's Monetary and Financial Code, and any legislation or regulations that may supplement or amend these measures;
- all spot or forward transactions on raw materials, merchandise, foodstuffs or greenhouse gases;
- insurance brokerage in all insurance lines;
- compiling, distribution and marketing of all varieties of reports in all formats, covering technical considerations, research, analysis and information systems in the financial and economic sector;

- acquisition of holdings in any existing or future French or foreign company, whose activities are related directly or indirectly to the IXIS CIB's purpose;
- more generally, undertaking all commercial, financial or administrative transactions which may be related directly or indirectly to the IXIS CIB's purpose, in order to promote its expansion and development.

### Background

Until October 1999, IXIS Corporate & Investment Bank was a wholly-owned subsidiary of *Caisse des dépôts et consignations* ("CDC"), a French public financial institution (see "Relationship with *Caisse des dépôts et consignations*" below). In October 1999, CDC transferred 19.9 per cent. of its shareholding in the Issuer to Caisse Nationale des Caisses d'Epargne et de Prévoyance ("CNCE").

In April 2000, CDC transferred the entirety of its shareholding in IXIS Corporate & Investment Bank to another of its subsidiaries, CDC Finance-CDC IXIS ("CDC IXIS"), a limited liability company (*société anonyme à Directoire et Conseil de surveillance*). This transfer took place in the wider context of an internal restructuring of CDC, aimed at implementing a stronger separation between competitive activities and activities of general interest. It consisted in the transfer of banking and financial activities of CDC to CDC IXIS. CDC IXIS was granted a licence enabling it to conduct business as a bank on 25 July 2000 by the CECEI.

#### Shareholder structure - Until 17 November 2006:

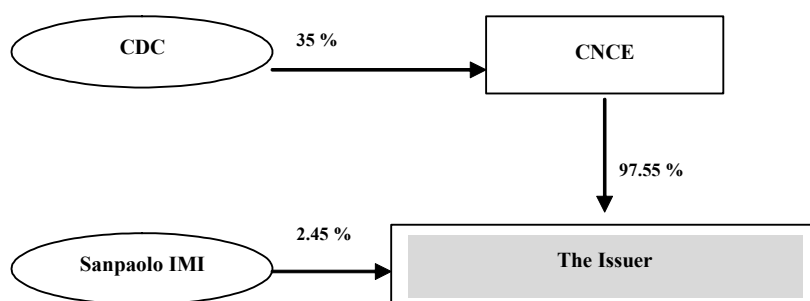
Until 30 June 2004, IXIS CIB was a wholly-owned subsidiary of CDC IXIS, itself owned by Compagnie Financière EULIA ("EULIA") (53 per cent.), CDC (43.55 per cent.) and IXIS CIB Sanpaolo IMI (3.45 per cent.). EULIA was a joint holding company for Group Caisse des Dépôts (50.1 per cent.) and Groupe Caisse d'Epargne (49.9 per cent.) created on 31 December 2001 as part of the partnership between these two groups.

On 30 June 2004, CDC transferred its entire holding in CDC IXIS – i.e. 43.55 per cent. - to Groupe Caisse d'Epargne, and EULIA was absorbed by CNCE.

On 9 December 2004, the shareholding of Sanpaolo IMI in CDC IXIS was restructured so as to be reduced to 2.45 per cent..

On 31 December 2004, CDC IXIS was absorbed by means of merger in IXIS CIB, thus becoming directly held by CNCE.

Table showing the share capital structure resulting from these transactions and until 17 November 2006:





*Shareholder structure post 17 November 2006:*

On 6 June 2006, Groupe Caisse d'Épargne and Banque Populaire Group announced the terms and conditions for the creation of their new joint subsidiary, NATIXIS, which brings together their corporate, investment banking and services businesses.

In addition, on the same date, CNCE and CDC announced the terms and conditions for the transfer by CDC of its 35 per cent. shareholding in CNCE.

On 11 October 2006, CECEI approved the NATIXIS project and confirmed that CNCE and Banque Fédérale des Banques Populaires ("**BFBP**") would, upon completion of the restructuring, each hold an equal share above the blocking minority so as to effectively exercise a joint control over NATIXIS.

On 16 October 2006, the Autorité des Marchés Financiers ("**AMF**") granted its approval for the transfer of some subsidiaries of Groupe Caisse d'Épargne, amongst which IXIS CIB, to Natexis Banques Populaires in order to form NATIXIS. The AMF also authorised the sale on the market by CNCE and BFBP of part of their respective shareholdings in NATIXIS.

On 17 November 2006, the shareholders' general meeting of Natexis Banques Populaires voted the change of the corporate denomination into NATIXIS and approved the transfers made by CNCE and BFBP respectively.

As a mechanical consequence of these transfers, each of the Caisse d'Épargne and Banque Populaire groups were then holding 45.5 per cent. of the share capital of NATIXIS.

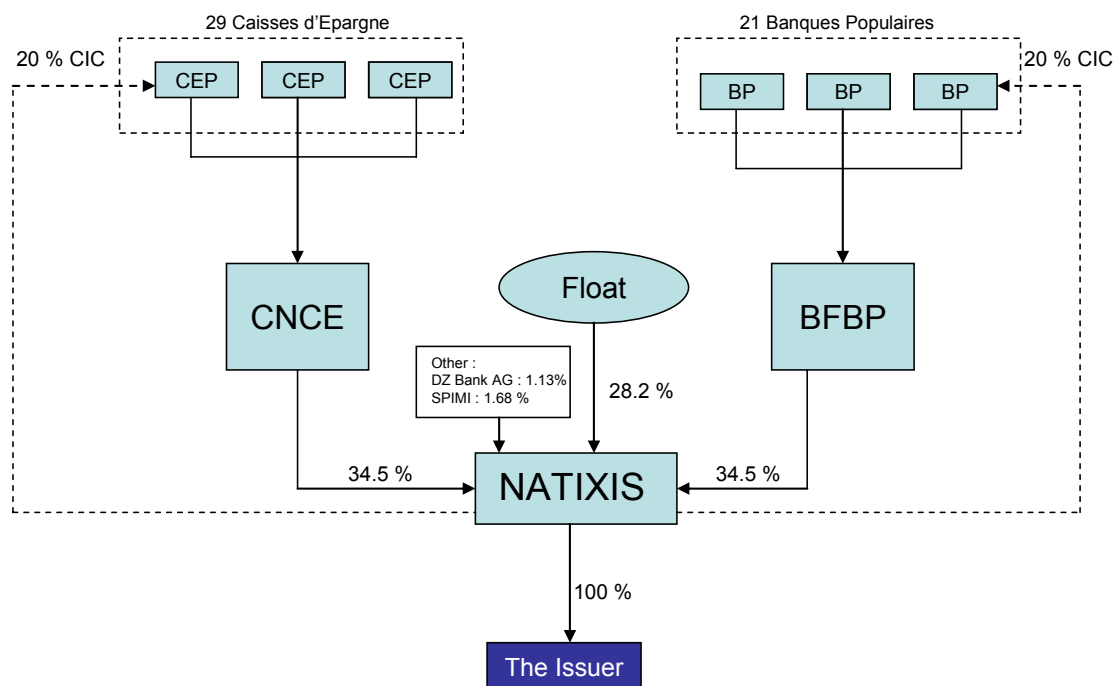
Pursuant to the shareholders' agreements, the respective stake of the two reference shareholders was to be brought down to 34 per cent. by means of a sale of shares held by CNCE and BFBP on the market, so as to open the capital to the public for a float comprised of between 25 per cent. and 32 per cent. and listed on the Eurolist of Euronext in Paris. This sale of shares held by CNCE and BFBP on the market received formal approval by the AMF on November 17, 2006 and was launched on November 18, 2006.

In concomitant separate transactions, DZ Bank AG and Sanpaolo IMI committed to purchase minor stakes in Natixis.

As a result of the above transactions, and following the exercise of the over-allotment option, the share capital of Natixis is held as follows:

- each of CNCE and BFBP: 34.5 per cent.
- DZ Bank AG: 1.13 per cent.
- Sanpaolo IMI: 1.68 per cent.
- Float: 28.2 per cent.

As a result of the transfers, NATIXIS also has a 20 per cent. stake in Groupe Caisse d'Épargne and Banque Populaire Group respectively, through cooperative investment certificates ("**CICs**").



### Material Contracts

IXIS CIB does not have any material contracts, entered into other than in the ordinary course of its business, which could result in any member of its group being under an obligation or entitlement that is materially prejudicial to IXIS CIB's ability to meet its obligations to Noteholders in respect of an issue of Notes.

### Relationship with Caisse des dépôts et consignations ("CDC")

As at the date of this Base Prospectus, and subject to the targeted shareholder structure described above, CDC holds 35 per cent. of the share capital of CNCE.

CDC's main offices are at 56 rue de Lille 75356 Paris 07 SP, France (Tel : + 33 (0)1 58 50 00 00).

#### *CDC Guarantee, CNCE Guarantee – Cautionnements Solidaires*

On 27 March 2003, the European Commission, the French State and CDC reached an agreement (the "**EC Agreement**") regarding the phasing out of the guarantees then granted by CDC to its subsidiaries.

Under the EC Agreement, it had been agreed, in particular, to amend the scope and duration of guarantees granted by CDC to CDC IXIS.

Pursuant to the EC Agreement, a new two-level guarantee system, which superseded the former guarantees, came into force. This guarantee system, designed to cover transactions entered into by IXIS CIB during the period between 24 January 2004 (inclusive) and at the latest midnight (Paris time) on 23 January 2007, is as follows:

- A guarantee (*cautionnement solidaire*) in the form of a joint and several obligation dated 28 May 2003 and with effect from (and including) 24 January 2004, granted by CDC IXIS to IXIS CIB for the benefit of counterparties of IXIS CIB (the "**CDC IXIS Guarantee**"). The CDC IXIS Guarantee extends both to all on-balance sheet and off-balance sheet transactions of IXIS CIB if their respective maturity dates fall before 24 January 2017, other than (i) payment obligations arising from any subordinated securities or debts that are subject to a subordination provision which is intended for or which results in the assimilation of such securities or debts to its own funds (*fonds*)

*propres* as defined by banking regulations) or (ii) any payment obligations arising under transactions which are specifically excluded from the benefit of the CDC IXIS Guarantee; and

- A guarantee (*cautionnement solidaire*) in the form of a joint and several obligation dated 28 May 2003 with effect from 24 January 2004, granted by CDC to CDC IXIS for the benefit of counterparties of CDC IXIS (the “**CDC Guarantee**”). The CDC Guarantee extends to the undertakings of CDC IXIS under the CDC IXIS Guarantee.

In addition to the CDC IXIS Guarantee, CDC IXIS had granted joint and several guarantees (*cautionnements solidaires*) under the terms of undertakings dated 6 February 2001 and 28 May 2003, to IXIS CIB (such guarantees, together with the CDC IXIS Guarantee, the “**CDC IXIS Guarantees**”).

The CDC IXIS Guarantees were transferred to IXIS CIB as part of the partial transfer of assets realised with effect as of 1 November 2004, described above and further below under “- Activities of IXIS Corporate & Investment Bank” (the “**Transfer**”).

Moreover, by a letter of confirmation dated 12 October 2004, CDC confirmed its undertakings under the CDC IXIS Guarantee and the CDC Guarantee.

Any transaction (as such term is defined in the CNCE Guarantee (as defined below and which term includes Notes issued by IXIS CIB under the Programme) entered into by IXIS CIB (a) on or after 24 January 2004 and which have maturity dates falling on or after 24 January 2017, or (b) on or after 24 January 2007, irrespective of the maturity date of such transaction, are guaranteed by an additional guarantee in the form of a joint and several obligation (*cautionnement solidaire*) dated 1 October 2004 and with effect from (and including) 24 January 2004 granted to the counterparties of IXIS CIB by CNCE (the “**CNCE Guarantee**”) unless such Transaction is specifically excluded from the benefit of the CNCE Guarantee.

Before claiming under the CDC Guarantee or the CNCE Guarantee (as the case may be) described above, a counterparty must first deliver a written payment request to IXIS CIB for amounts due but unpaid. If the amount claimed remains unpaid by IXIS CIB 2 Business Days (under the terms of the CDC Guarantee) or 3 Business Days (under the terms of the CNCE Guarantee) after receipt by the relevant guarantor of the payment request, the counterparty may issue a written demand on CDC in accordance with the terms of the CDC Guarantee or on CNCE in accordance with the terms of the CNCE Guarantee (as the case may be), and CDC or CNCE (as the case may be) will be obliged to pay amounts due to the counterparty within 3 Business Days of receipt of such written demand subject to and in accordance with the terms of the relevant guarantee.

The expiry of the CDC Guarantee with effect as of 23 January 2007 by CDC in accordance with its terms. was confirmed to the third party beneficiaries by press release on 21 July 2006 in each of Paris, London, Frankfurt, New York and Tokyo.

Notwithstanding termination of the CDC Guarantee, relevant financial instruments issued by IXIS CIB from (and including) 24 January 2004 to the respective date of termination of the CDC Guarantee will continue to benefit from the undertakings given by CDC under the CDC Guarantee until the respective maturity dates of such financial instruments.

The CNCE Guarantee may be terminated at any time by CNCE. If the CNCE Guarantee is terminated, CNCE must inform the relevant beneficiaries of this guarantee by publishing a public announcement in at least one financial newspaper in each of Paris, London, Frankfurt, New York and Tokyo at least six months before the effective date of the intended termination. Notwithstanding termination of the CNCE Guarantee, relevant financial instruments issued by IXIS Corporate & Investment Bank from (and including) 24

January 2004 to the date of such termination will continue to benefit from the undertakings given by CNCE under the CNCE Guarantee until the respective maturity dates of such financial instruments.

Notwithstanding termination of the former guarantee systems granted by CDC and CDC IXIS, relevant financial instruments issued by IXIS CIB during the period from the respective effective dates of such guarantees to their respective dates of termination will continue to benefit from the undertakings given by CDC and CDC IXIS, respectively, under such guarantees, until their respective maturity dates in the manner described above.

### **Parent Company**

#### **NATIXIS**

NATIXIS (formerly known as Natexis Banques Populaires) is a French limited liability company, *société anonyme à directoire et conseil de surveillance*, registered with the *Registre du Commerce et des Sociétés* de Paris under No. 542 044 524. It is currently governed by the commercial company regulations, the provisions of the Monetary and Financial Code and its bylaws. Its corporate existence is fixed by its bylaws for 99 years, expiring on 9 November 2093.

Its registered and head office is located at 45, rue Saint Dominique, 75007 Paris. The phone number of the registered head office of NATIXIS is: +33 (1) 58 32 29 19.

NATIXIS is the fourth largest banking group in France and the fifteenth largest in Europe based on Tier 1 capital as of December 31, 2005, according to “The Banker”. It is affiliated with the Banque Populaire Group and Groupe Caisse d’Epargne, two leading French mutual banking groups with strong customer bases, particularly in retail banking. Taken together, the two groups rank second in the French market for service to individuals (according to Banque de France, 2005), first among small and medium enterprises (SMEs) (according to Sofres, 2005) and second among professionals (according to CSA Pépites, 2006).

NATIXIS has a diversified range of activities encompassing a complete and balanced spectrum of financial services. Its business includes corporate and investment banking, asset management, services, receivables management, private equity and private banking, as well as retail banking through its 20 per cent. ownership interests in the Banque Populaire Group and GroupeCaisses d’Epargne networks, as well as the distribution of retail products and services conceived primarily for the retail networks and their customers.

### **Background**

NATIXIS was first established on 20 November 1919 under the name of Crédit National under French law.

In 1996, Crédit National and Banque Française du Commerce Extérieur (“**BFCE**”) merged to form Natexis group, Credit National became the group holding company under the name of Natexis SA. In 1998, the Banque Populaire Group took over Natexis group.

In July 1999, Caisse Centrale des Banques Poulaires (“**CCBP**”), the financial arm of the Banque Populaire Group, transferred all its operating activities, subsidiaries, investments and personnel to Natexis SA which changed its name to Natexis Banques Populaires.

### **Purpose**

Pursuant to article 2 of its bylaws, the corporate purpose in France and abroad is as follows:

- (i) the performance of all types of banking transactions and related operations under banking laws;
- (ii) the supply of all types of investment services (as defined by the Monetary and Financial Code);
- (iii) the performance of specific assignments on behalf of the French state in economic and financial areas, in connection with particular agreements;

- (iv) the performance of all brokerage operations;
- (v) the acquisition of interest in companies, groups or associations with a direct or indirect involvement in the above mentioned activities; and
- (vi) the performance of all manner of private and commercial transactions.

### **Creation of NATIXIS**

The creation of Natixis was approved by the mixed shareholders' meeting of Natexis Banques Populaires held on 17 November 2006.

The resolutions approved by the general meeting included the adoption of new by-laws, the change of corporate name from Natexis Banque Populaires to Natixis and a new corporate governance structure based on a Supervisory Board and a Management Board.

The general meeting also approved asset contributions from CNCE and SNC Champion (a wholly owned subsidiary of BFBP) in the form of subsidiaries, equity investments and CICs, as well as a capital increase (via the issuance of new shares) as compensation for these contributions.

These transactions resulted in Caisse d'Epargne Group and Banque Populaire Group each having equal equity stakes of 45.5 per cent. in Natixis. These were subsequently brought down to about 34 per cent., as described in pages 97 and 98 above.

### **Share capital**

As of November 17, 2006, NATIXIS had a share capital of 1,973,176,336 euros, divided into 1,233,235,210 shares having a nominal value of EUR 1.60 each.

### **Ownership Structure**

The ownership structure of Natixis is described in pages 97 and 98 above.

### **Markets on which NATIXIS shares are listed:**

NATIXIS shares are listed on Eurolist of Euronext Paris (ISIN Code: FR0000120685). NATIXIS Securities are included in the SBF 120, SBF 250 and CAC MID 100 indices.

### **Banque Populaire Group**

The Banque Populaire Group is one of France's largest retail banking networks, with 7,000,000 customers and over 2,850 branches.

### ***Cooperative dimension***

19 Banque Populaire regional banks, CASDEN Banque Populaire, a national bank dedicated to serving the employees and employer-institutions of the French national systems of education, research and culture and Crédit Coopératif, a key player in the social economy sector, together are the group's parent companies and the shareholders of Banque Fédérale des Banques Populaires.

### ***Federal dimension***

Banque Fédérale des Banques Populaires, a société anonyme, is the Banque Populaire Group's central body. It determines group strategy and is responsible for overseeing, coordinating and leading all group activities.

## **Groupe Caisse d'Epargne**

Groupe Caisse d'Epargne is one of France's largest banks and operates across a wide range of commercial and investment banking disciplines. It serves a large spectrum of clients ranging from retail, professional and corporate clients, to financial institutions, local government, social-economy organizations and real-estate professionals.

The Caisses d'Epargne are mutual banks that are fully responsible for their own management within the framework of the group. They seek to develop their business by providing financial security to their customers.

Each Caisse d'Epargne is managed by an Executive Board comprising between two and five members, which is itself overseen by an 18-member Steering and Supervisory Board.

80 per cent. of the Caisses d'Epargne's capital is owned by Local Savings Companies ("LSCs").

All Caisse d'Epargne customers, whether individuals or organisations, may acquire shares in an LSC and therefore become cooperative shareholders. As at 31 December 2005, Groupe Caisse d'Epargne had 3 million cooperative shareholders and 450 LSCs.

## **Caisse Nationale des Caisses d'Epargne et de Prévoyance ("CNCE")**

The group's central body, Caisse Nationale des Caisses d'Epargne et de Prévoyance, holds the equivalent of 20 per cent. of the Caisses d'Epargne's capital in the form of CICs, which carry dividend rights, but not voting rights.

CNCE fulfils four main functions as follows:

- central institution, as defined under banking law, and under which it is responsible for taking all measures needed to ensure the cohesion of the network and to provide liquidity and solvency;
- head of the network, with responsibility for establishing group strategy, approving senior managers, defining the products and services marketed by the Caisses d'Epargne, protecting deposits and overseeing the financial solidarity mechanism operational within the group;
- holding company, a task that involves it holding the group's equity interests in national subsidiaries and deciding growth policy for the different businesses;
- group banker, according to which it is responsible for centralising surpluses and conducting any operations useful for the group's development and refinancing.

CNCE is a bank organised as a *société anonyme à directoire et conseil de surveillance* (governed by a Management Board and a Supervisory Board) and is regulated by the provisions of the French Commercial Code, in particular, Articles L.225-57 to L.225-93 thereof, the provisions of the Decree 67-236 of 23 March 1967, as amended and the provisions of the Law n°84-46 of 24 January 1984, as amended, embodied in the French Commercial Code and the legal and regulatory provisions implementing or modifying such texts.

CNCE (at that time named Caisse Centrale des Caisses d'Epargne et de Prévoyance) was granted final approval as a bank by the CECEI on 27 October 1995.

Pursuant to Article 29 of French Law n°99-532 of 25 June 1999 on Savings and Financial Security and to the resolutions adopted at both the extraordinary shareholders' meeting and the Management Board convened on 29 September 1999, the Caisse Centrale des Caisses d'Epargne et de Prévoyance became the Caisse Nationale des Caisses d'Epargne et de Prévoyance and took over from the Centre National des Caisses d'Epargne et de Prévoyance as the central body of Groupe Caisse d'Epargne, as provided for by

Articles L.511-30, L.511-31 and L.511-32 of the French Commercial Code. The new name and new responsibilities of the central institution had no impact on the form and official approval of CNCE.

#### **Duration of CNCE**

The duration of CNCE is set at 99 years and shall consequently expire on 26 November 2090, except in the event of earlier dissolution or extension.

#### **Purpose**

Pursuant to Article 2 II of its Articles of Incorporation, CNCE is a credit institution, licensed as a bank. In this respect, it conducts (in addition to its responsibilities as a central institution as defined in Article L.512-95 of the Code), both in France and abroad, all banking business permitted to banks in accordance with the provisions of Law no. 84.46 of 24 January 1984 and those referred to in Articles L.321-1 and L.321-2 of the French Commercial Code, with French and foreign customers and, notably, with the Caisses d'Epargne and all entities and companies contributing to the development of Groupe Caisse d'Epargne.

In this capacity, CNCE may acquire and hold investments in companies contributing to that purpose or to the development of the Groupe Caisse d'Epargne network or, more generally, may conduct all operations of any nature related directly or indirectly to this purpose and which may facilitate the development or achievement of such purpose.

#### **CNCE Registration**

CNCE was registered at the *Registre du Commerce et des Sociétés de Paris* on 26 November 1991 under reference number 383 680 220.

Its registered office is at 5, rue Masseran – 75007 Paris, France.

Its head office for business purposes is at 50, avenue Pierre-Mendès-France – 75201 Paris Cedex 13, France (Tel: + 33 (0) 1 58 40 41 42).

#### **Share Capital**

As at the date of this Base Prospectus, the share capital of CNCE amounts to euro 7,669,974,720.50 divided into 502,949,162 shares having a nominal value of EUR 15.25 each.

#### **Business Activities – Background and strategy**

IXIS Corporate & Investment Bank's activities include high value added broking, structured finance, financing, engineering and research services. Its principal activity is financial intermediation, in particular, in fixed-income and equity products. Such financial intermediation activities take many forms, including acting as a primary dealer in French and certain foreign government securities, underwriting offerings of debt or equity securities, market-making in a wide range of financial instruments and providing investment banking advisory services.

CDC developed its financial markets intermediation activity in the early 1980s. As capital markets activities in Paris grew, CDC continued to develop its core financial business, namely investing for its own account or as an agent for others under management agreements. From the mid-1980s, as part of this development, CDC began to create specialised subsidiaries for each of its financial sector businesses. In this context, CDC decided to transfer its intermediation activities in fixed-income, equity and foreign-exchange markets, as well as its financial engineering activities, to its subsidiary, IXIS Corporate & Investment Bank.

At the beginning of 1997, it was decided to diversify the business of IXIS Corporate & Investment Bank by expanding its proprietary trading activities, which were initially based on short-term arbitrage, to encompass its portfolio of capital markets instruments. In order to expand these activities in the medium-term, it was decided to raise funds by issuing short- and medium-term notes.

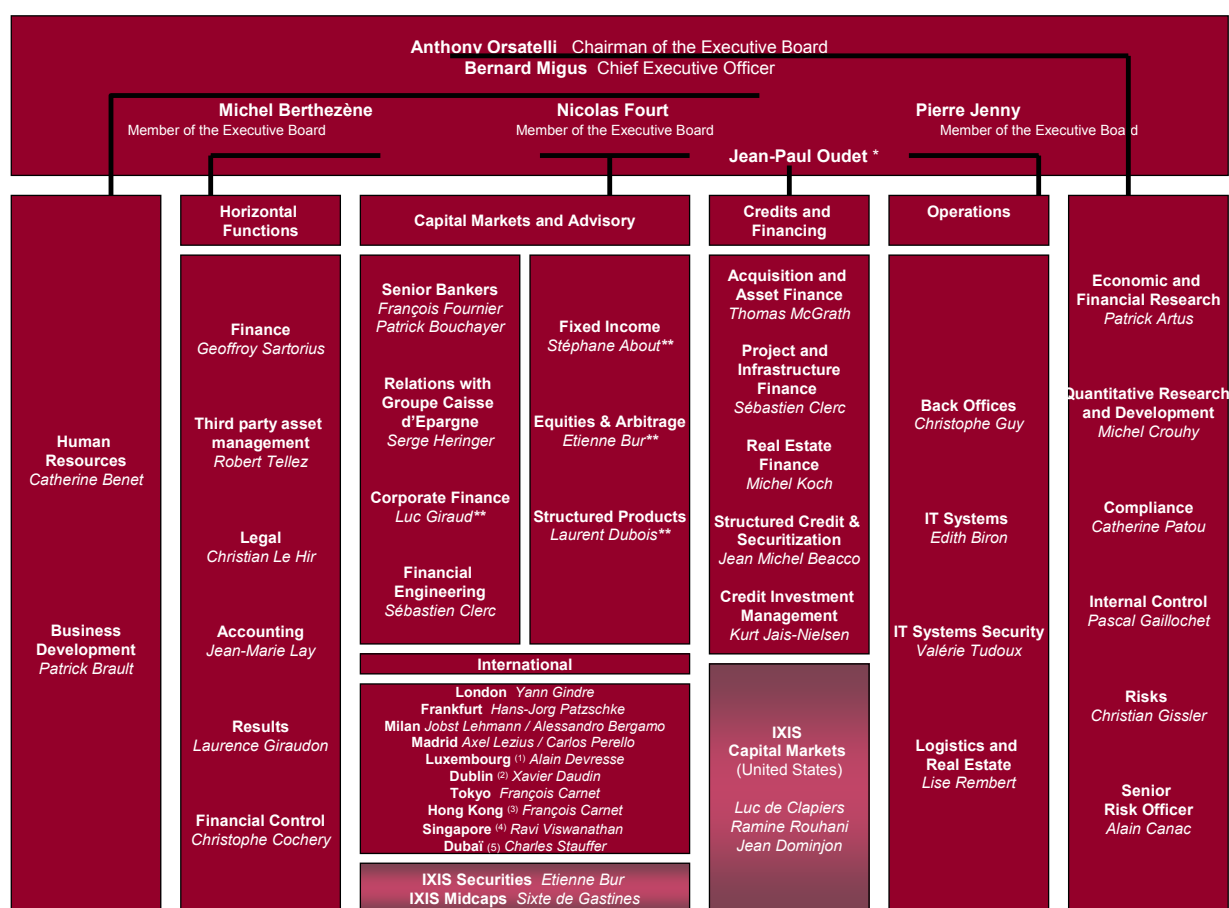
As part of its strategy to diversify its business, IXIS Corporate & Investment Bank also continued developing its international activities in addition to maintaining its position in the French domestic markets. In this context, during the course of 1998 IXIS Corporate & Investment Bank set up a network of branches in London, Frankfurt and Tokyo. A subsidiary was set up in Hong-Kong in September 2004.

Since 1 November 2004, IXIS Corporate & Investment Bank houses banking and financing activities previously carried out by CDC IXIS, notably corporate and structured financing, financial engineering and debt refinancing. IXIS Corporate & Investment Bank also took over the capital markets activities previously conducted by CDC IXIS' subsidiaries in New York (these are now grouped together within IXIS Capital Markets).

In 2005 IXIS CIB set up a new branch in Milan and started operating three new subsidiaries, IXIS Structured Products Limited in Jersey, IXIS Luxembourg Investissements in Luxembourg and IXIS Financial Instruments in the Cayman Islands. See "Recent Developments and Prospects" below for further developments on the strategy for the year 2006.

### Simplified Chart of the Corporate Structure and Departmental Organisation of IXIS Corporate & Investment Bank

The following diagram shows the corporate structure and departments of IXIS Corporate & Investment Bank as at the date of this Base Prospectus:



(1) IXIS Luxembourg Investissements (2) Nexgen Financial Holdings (3) IXIS Asia (4) Nexgen Financial Solutions Asia (5) IXIS Middle East \* Attends Executive Board meetings \*\* Members of the Executive Committee



## Management

The management of IXIS Corporate & Investment Bank is organised so as to allow a strict separation between managerial and supervisory tasks:

- the management of the company is entrusted to an Executive Board (*Directoire*) of five members. The Chairman of the Executive Board is also a member of the Executive Board of NATIXIS ;
- the supervision of the company is carried out by a Supervisory Board (*Conseil de Surveillance*), currently composed of twelve members and three non-voting members (*censeurs*). The Chairman of the Supervisory Board is also the Chairman of the Executive Board of CNCE.

The members of the Supervisory Board and Executive Board of IXIS Corporate & Investment Bank as at the date of this Base Prospectus are as follows:

### Supervisory Board (Conseil de Surveillance)

#### Chairman

Charles Milhaud  
Chairman of the Executive Board of CNCE  
*11 bis rue Albéric Magnard 75116 Paris, France*

#### Vice-Chairman

Nicolas Mérindol  
Member of the Executive Board and Chief Executive Officer of CNCE  
*10 rue Guizot 78220 Viroflay, France*

#### Other members

CNCE  
represented by Guy Cotret, Member of the Executive Board of CNCE  
*49 rue Libergier 51100 Reims, France*

François Audibert  
Chairman of the Executive Board of Caisse d'Épargne et de Prévoyance Aquitaine-Nord  
*44 avenue Charles de Gaulle 33200 Bordeaux, France*

Marc-Antoine Autheman  
*106 rue de la Faisanderie 75016 Paris, France*

François Chauveau  
Group Finance Director, CNCE  
*3 rue Remy Laurent 92260 Fontenay aux Roses, France*

Bernard Comolet  
Chairman of the Executive Board of Caisse d'Épargne et de Prévoyance Ile-de-France Paris  
*1 villa Niel 75017 Paris, France*

Benoît Mercier  
Chairman of the Executive Board of Caisse d'Épargne et de Prévoyance Val de France-Orléanais  
*3 rue d'Escures 45000 Orléans, France*

Philippe Moneta  
Chairman of the Executive Board of Caisse d'Épargne et de Prévoyance Loire, Drôme, Ardèche

*33 rue Michel Laval 42000 Saint Etienne, France*

Didier Patault  
Chairman of the Executive Board of Caisse d'Epargne et de Prévoyance Pays de la Loire  
*22 rue Georges Sand 44000 Nantes, France*

Régis Pelen  
Chairman of the Steering and Supervisory Board (*Conseil d'Orientation et de Surveillance*) of Caisse d'Epargne et de Prévoyance Rhône-Alpes Lyon  
*120 avenue Foch 69230 Saint Genis Laval, France*

Pierre Servant  
Member of the Executive Board of CNCE  
*10 avenue Villemain, 75014 Paris, France*

Non voting members

Yves de Balmann  
Co-Chairman of Bregal Investments  
*360 Madison Avenue, 20th fl. New York, NY 10017, USA*

Patrick de Saint-Aignan  
Advisory Director, Morgan Stanley  
*86 rue de Varenne 75007 Paris, France*

Matthieu Pigasse  
Partner-Manager, Lazard  
*6 rue des princes 92100 Boulogne Billancourt, France*

#### **Executive Board (Directoire)**

Chairman

Anthony Orsatelli  
Chairman of the Executive Board  
*77 rue de Vaugirard, 75006 Paris, France*

Other members

Bernard Migus  
Chief Executive Officer  
*35 rue Malar 75007 Paris, France*

Michel Berthezène  
Head of Horizontal Functions  
*198 rue Saint Jacques 75005 Paris, France*

Nicolas Fourt  
Head of Capital Markets and Advisory  
*28 rue du Guet 92310 Sèvres, France*

Pierre Jenny  
Head of Operations  
*103 rue du Faubourg Saint Honoré 75008 Paris, France*

None of the directors of the Issuer have any conflict between their duties to the Issuer and their other principal activities as listed above.

#### **Activities of IXIS Corporate & Investment Bank**

IXIS Corporate & Investment Bank organises its activities around five major business lines: Fixed Income; Equity and Arbitrage; Structured Products; Corporate Finance, and Credit and Financing.

Its business activities are supplemented by the Finance Department and supported by the Research Department.

The assets, liabilities and off-balance sheet elements (including, *inter alia*, euro medium term notes issued previously by CDC IXIS as an issuer under the Programme and outstanding as at the effective date of the Transfer, being 1 November 2004) relating to the finance and investment banking activities of CDC IXIS (including its foreign subsidiaries) were transferred to IXIS CIB. This partial transfer of business was carried out under the French regime of spin-off (*scissions*) as defined under Articles L. 236-16 through to L.236-21 of the French Code de Commerce with effect as of 1 November 2004.

#### **Fixed Income (“FI”)**

IXIS CIB provides its expertise in the origination, syndication, trading and distributing plain vanilla and structured bond products. IXIS CIB also offers a full range of derivative products, including swaps, caps, floors and swaptions, as well as simple and complex options on all types of underlying assets.

In 2005, IXIS CIB strengthened its leading position in mature markets such as the euro money market or the trading of euro-denominated bonds, particularly government and covered bonds, as well as bonds issued by partly state-owned enterprises. Internationally, IXIS CIB intensified its development in the covered bonds market in Spain, the United Kingdom, the Netherlands and Germany, as well as in the local government market in Italy and in private investments in Asia and Switzerland.

The year was also marked by growth in volumes and the enhanced profitability of activities related to interest-rate derivatives. IXIS CIB extended its euro-swap positioning and continued to expand on inflation products. Innovative operations were carried out in Paris, London, Frankfurt, New York, Tokyo and Hong Kong.

Overall, the Fixed Income activities represented 21 per cent. of consolidated net banking income in 2005.

#### **Equity & Arbitrage (“EDA”)**

Based on its fixed-income market expertise, IXIS CIB provides a wide range of simple and complex structured products. The trading and distribution of equity derivatives continued to grow at a healthy pace in 2005. The momentum stemmed from new development projects, greater innovation on the product front and investments geared to optimizing the technical know-how of its trading and engineering teams. Efforts notably focused on internationalizing and enhancing the offering to clients.

IXIS CIB is also active across a large spectrum of arbitrage activities, encompassing equities, indices, convertible bonds, listed options and bonds. In 2005, IXIS CIB managed to perform well in this sector, in spite of a sluggish market environment.

2005 also witnessed the establishment of a global business line by IXIS CIB’s equity finance teams.

#### **EDA generated 13.8 per cent. of the consolidated net banking income of IXIS CIB in 2005. Structured Products (“STR”)**

IXIS CIB provides a genuine expertise in structuring customised complex products. This includes alternative funds (establishment and structuring, management and distribution of these funds), as well as alternative assets product structuring.

In 2005, the Bank’s alternative fund structuring business consolidated its position in a more competitive market with stable overall volumes in 2005. IXIS CIB expanded in Asia by setting up new strategic cooperation agreements, especially with SPARX Asset Management, Japan’s foremost independent asset manager. IXIS CIB and IXIS Asset Management signed an agreement at the end of 2005 that provided for the creation of a joint venture, IXIS Alternative Investments.

In terms of alternative assets product structuring, IXIS CIB's alternative risk transfer team strengthened its weather derivatives know-how in 2005 and further diversified its product offering on other risks (auto insurance, terrorism, life insurance), via the financing of insurance structured products. Overall, the structuring activities represented 8.1 per cent. of the consolidated net banking income in 2005.

#### **Structured Finance and Credit Markets (“SFCM”)**

In 2005, the various underlying credit activities from the previously existing Financing and Credit departments were re-assembled in the new “Structured Finance & Credit Markets department”.

*Financing activities*, which were part of the Transfer described above from CDC IXIS to IXIS Corporate & Investment Bank on 1 November 2004, were organised by business line with a view to offering European clients value-added structured products in the various areas selected for development, i.e. acquisition and LBO financing, asset financing, infrastructure and project financing, public-private partnerships, real estate financing and public sector financing.

*Structured credit market activities* were split in order to effect a clearer separation between proprietary transactions and those executed on behalf of clients: structured credit activities (credit derivatives, collateralized debt obligations or CDOs, securitisation, etc.) are geared to both corporates and investors, , while proprietary activities encompass market arbitrage operations and a new activity aimed at dynamically managing IXIS CIB's credit risk exposure (Credit Portfolio Management).

In 2005, the financing activity was marked by buoyant new loan production. IXIS CIB entered into financing agreements for a total of €8.2 billion and obtained 28 mandated lead arranger mandates in 2005. In the corporate market, IXIS CIB notably provided financing for the LBO deal involving Buffalo Grill and the acquisition of Société des Autoroutes Paris-Rhin-Rhône (APRR) by Eiffage.

IXIS CIB conducted or participated in numerous headline credit deals, including Europe's first claims risk deviation securitization on an auto insurance portfolio on behalf of AXA France IARD.

SFCM represented 18.7 per cent. of consolidated net banking income in 2005.

#### **Corporate Finance (“CORP”)**

IXIS Corporate & Investment Bank offers a range of services in the primary market and corporate finance business, ranging from origination and syndication of equity or equity-linked issues, to advisory services and M&A.

The partnership set up with Lazard in 2004 generated a substantial volume of business in the corporate market. Lazard-IXIS was selected as lead manager/global coordinator for the opening of Gaz de France's capital and for the Rue du Commerce and Mercialis IPOs. It also acted as co-lead manager for the market flotation of Sanef, Meetic, EDF and Eutelsat. In terms of capital increases, Lazard-IXIS was notably given primary responsibility for organizing the Euro Disney and Poweo transactions and took part in the France Telecom and Suez operations.

In the field of advisory services for M&A and market transactions, IXIS CIB managed to reap concrete rewards from its corporate finance advisory offering in the utilities and infrastructure sectors. In mid-2005, IXIS CIB also took on a team specialised in providing similar advisory services in the real estate sector.

The corporate finance activities represented 0.7 per cent. of consolidated net banking income in 2005.

#### **Financial Engineering**

Financial Engineering was part of the Transfer described above from CDC IXIS to IXIS CIB on 1 November 2004. This department provides bespoke answers to the specific and growing demand from clients for advisory services in relation to complex financings.

During 2005, IXIS CIB structured and placed two investment funds – the European Carbon Fund and FIDEPPP – and thus positioned itself as a leading player for equity investments in the areas of environment market financial instruments and PPP-financed infrastructure.

Financial engineering activities represented 0.3 per cent. of consolidated net banking income in 2005.

#### **Finance Department**

The finance department is responsible for ensuring liquidity and funding to IXIS CIB's activities through a centralised treasury management. It has leading positions in money markets in the euro-zone.

The asset and liability management aims to hedge assets and liabilities against interest rate, currency and liquidity risks, as well as to allocate IXIS Corporate & Investment Bank's equity.

The finance department also exercises financial supervision over IXIS CIB's subsidiaries.

The activities of the Finance department represented 2.9 per cent. of consolidated net banking income in 2005.

#### **IXIS Securities**

IXIS Securities is a wholly-owned subsidiary of IXIS Corporate & Investment Bank. It carries out brokerage and financial analysis activities on French and European stocks for clients in the U.S., the UK and continental Europe.

With major indices staging recoveries – although these were counterbalanced by modest volatility - IXIS Securities continued to expand its market share both in France and abroad. Revenues earned from US and UK clients rose sharply, notably under the impetus of hedge funds.

It generated 3.5 per cent. of IXIS Corporate & Investment Bank's consolidated net banking income in 2005.

IXIS Securities has a wholly-owned subsidiary, a midcaps equity-broking venture: IXIS Midcaps.

#### **IXIS North America Group (IXIS Capital Markets)**

The IXIS North America Group was part of the Transfer from CDC IXIS to IXIS Corporate & Investment Bank on 1 November 2004.

IXIS North America's 100 per cent. owned subsidiary, IXIS Capital Markets North America Inc. (previously named CDC IXIS Capital Markets North America Inc.), has established itself as a leader in the development and management of complex financial instruments. Its range of products and services includes: asset securitisation, financing, balance sheet restructuring, asset-backed commercial paper conduits, cash and off-balance sheet credit products, real estate financing and loan packaging, interest rate derivative products, structured equity products, portfolio immunisation and principal protection products and European equities sales and research.

IXIS Capital Markets delivered strong performance in 2005, with net banking income advancing 10 per cent. to \$524 million and operating income before taxes reaching \$201 million. The firm continued to gain market share in targeted areas of the capital markets and deepened partnerships with existing and new clients. The contribution of the IXIS North America Group represented 31 per cent. of consolidated net banking income in 2005.

#### **IXIS Asia**

Launched in September 2004, IXIS Asia Limited is a wholly-owned subsidiary of IXIS Corporate & Investment Bank based in Hong Kong. In connection with the activities of IXIS Corporate & Investment Bank's Tokyo Branch, it develops the sale of structured fixed income and equity derivatives products as

well as fund linked structures in Hong-Kong, mainland China, Taiwan and Singapore. In 2005, IXIS Asia managed to initiate transactions with numerous Chinese clients and establish distribution agreements with various retail networks in Hong Kong and Taiwan. The 2005 results of IXIS Asia were not material.

#### **Economic and Financial Research**

This department provides support to the other departments as well as to the clients of IXIS Corporate & Investment Bank. It offers a depth of expertise including: economic monitoring, economic and financial forecasts, fixed income and equity market analysis, country specific assessments and investment strategy.

#### **Risks Department**

IXIS Corporate & Investment Bank's market and credit risks are measured and controlled by the use of two proprietary software programs, respectively called "Scenarisk" (for market risk) and "Amerise" (for credit and counterparty risk). These software programs use a risk base which contains over 2500 axes (interest rates, spreads, implied volatilities, FX rates, indexes, etc.) for which econometrical data are computed. The sensitivity of a given asset or portfolio is then computed by Monte Carlo simulations or analytically in accordance with the risk base so that the corresponding market and credit Value at Risks (VaR), as well as the credit exposures to any particular entity, may be assessed. VaRs and credit exposure calculations are established and checked against limits on a daily basis.

The risk control group is an independent department reporting directly to the head of the Executive Board. It builds and operates its own risk systems, and proposes risk limits. The risk policy set by IXIS Corporate & Investment Bank complies with French and European regulations. In addition, the use of the internal market risk model ("Scenarisk") to assess the company's compliance with its Capital Adequacy Directive obligations has been approved by the relevant French regulatory authority (the French *Commission Bancaire*).

#### **Results Department**

IXIS CIB supplemented its organisation in the course of 2005 with the creation of a "Results department". This department brings together dedicated staff that were previously located in the risk management and P/L and risk control departments as well as in the back-office, and is responsible for the daily calculation of economic results and the monthly preparation of economic results along with their reconciliation with the accounting results.

#### **Recent Developments and Prospects**

In 2006 IXIS Corporate & Investment Bank continued its policy of controlled expansion as a multi-specialist in a selection of high value-added businesses by further developing its targeted niche strategy in structured finance and capital markets, as well as increasing its penetration among major corporates and institutional clients.

On March 24, 2006, IXIS CIB took over Nexgen Financial Solutions (Nexgen), an Irish financial founded in 2001 and specializing in the design and execution of made-to-measure, structured and innovative financial solutions for corporates, insurers, financial institutions and high net-worth individuals. This takeover broadened IXIS CIB's corporate finance offering and endowed it with a platform for serving clients not only in Europe (Paris, Dublin, Milan), but also throughout Asia via the Singapore-based operation.

IXIS CIB also continued expanding geographically and stepping up its international presence. The first half of 2006 witnessed the opening of a new branch in Madrid and of a new subsidiary in Dubai, IXIS Middle East.

Significant investments have also begun in Asia. IXIS CIB plans to open a representative office in Beijing and the existing Hong Kong and Tokyo teams are progressively being strengthened with new recruits.

NATIXIS, the “investment and project bank”, is Groupe Caisse d’Epargne’s and Banque Populaire Group’s common bank for financing and investment banking, asset management and financial services.

With approximately 23,000 employees, a net banking income of 6.1bn euros, and a group share shareholders’ equity of 15.8bn euros, it is a major player in its sector in Europe from its creation.

The creation of NATIXIS offers IXIS CIB and its various teams new opportunities, most notably via the new structure’s greater dimensions and the wider array of products and services that can be offered to clients.

The ultimate goal is to handle all investment banking business in one single entity, i.e. to merge IXIS CIB into NATIXIS. As this process will require some time (mainly because of technical and regulatory constraints), IXIS CIB will continue to operate separately in the near future. Nevertheless, a joint sales and marketing organisation for NATIXIS and IXIS CIB is already operational, while IXIS CIBs’ other teams will gradually begin working together.

As of January 24, 2007, all new IXIS CIB transactions will benefit from the CNCE Guarantee. All financial instruments issued by IXIS CIB before that date and benefiting from the CDC Guarantee will continue to benefit from the undertakings given by CDC under the said guarantee until their respective maturity date.

#### **Statutory Auditors (Commissaires aux Comptes)**

Mazars & Guérard and PricewaterhouseCoopers Audit have acted as joint *Commissaires aux Comptes* since 1 September 1996 and 30 June 1997, respectively. They have audited the consolidated and non-consolidated financial statements of IXIS Corporate & Investment Bank as at and for the financial years ended 31 December 2004 and 31 December 2005.

Auditors	PricewaterhouseCoopers Audit represented by Etienne Boris	Crystal Park 63, rue de Villiers 92208 Neuilly-sur-Seine Cedex
	Mazars & Guérard represented by Michel Barbet- Massin and Charles de Boisriou	Exaltis 61 rue Henri Regnault 92075 Paris La Défense Cedex
Substitute Auditors	Mr Dominique Paul	Crystal Park 63, rue de Villiers 92208 Neuilly-sur-Seine Cedex
	Mr Michel Rosse	Exaltis 61 rue Henri Regnault 92075 Paris La Défense Cedex

The auditors carry out their duties in accordance with the principles of the *Compagnie Nationale des Commissaires aux Comptes (CNCC)*.

#### **Capitalisation**

As at 8 December 2006 there had been no change in the Issuer’s share capital as compared with the amount shown in the 30 June 2006 unaudited consolidated balance sheet, and no increase in its consolidated subordinated debt as compared with the amounts shown in Note 17 (Subordinated debt) of its 30 June 2006 unaudited consolidated financial statements. In the period from 1 July 2006 to 8 December 2006, IXIS CIB issued (as a result of private placements pursuant to EMTN programmes) €1,687,470,414 of unsubordinated medium to long term debt.

## Taxation

### EU Taxation

The European Union has adopted EC Council Directive 2003/48/EC regarding the taxation of savings income. Member States are required to provide to the tax authorities of another Member State details of payments of interest (or other similar income) paid by a person within its jurisdiction to or for the benefit of an individual resident in that other Member State, except that Belgium, Luxembourg and Austria are instead required to operate a withholding system for a transitional period in relation to such payments unless during such period they elect otherwise (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories have agreed to adopt similar measures with effect from 1 July 2005.

### Luxembourg Tax Considerations

The statements herein regarding taxation in Luxembourg are based on the laws in force in the Grand Duchy of Luxembourg as of the date of this Base Prospectus and are subject to any changes in law. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the Luxembourg tax consequences of the ownership and disposition of the Notes.

There is no Luxembourg withholding tax upon repayment of the principal or upon redemption or exchange of the Notes.

### Individuals

#### *Luxembourg residents*

A 10 per cent. withholding tax has been introduced, as from 1 January 2006, on interest payments made by Luxembourg paying agents (defined in the same way as the Savings Directive) to Luxembourg individual residents. Only interest accrued after 1 July 2005 falls within the scope of this withholding tax. Income (other than interest) from investments funds and from current accounts, provided that the interest rate is not higher than 0.75 per cent., is exempt from withholding tax. Furthermore, interest which is accrued once a year on savings accounts (short or long term) and which does not exceed Euro 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.

#### *Luxembourg non-residents*

Subject to the application of the Savings Directive and the Luxembourg laws of 21 June 2005 implementing the Savings Directive and ratifying the treaties entered into by Luxembourg and certain dependent and associated territories of EU Member States (see the section entitled “*EU Taxation*” in the Base Prospectus), there is no withholding tax for Noteholders non resident of Luxembourg on payments of interest (including accrued but unpaid interest).

The Savings Directive has been implemented into Luxembourg law by the law dated 21 June 2005, which entered into force on 1 July 2005. The Savings Directive and the Laws impose on Luxembourg paying agents an obligation to withhold tax on interest payments made to individual beneficial owners resident of, and to certain residual entities established in, another Member State, unless the relevant recipient has expressly authorised the paying agent to report to the tax authorities of that other Member State details of said payments in accordance with the Article 8 of the Savings Directive (the “**Disclosure Information Method**”) or if the beneficial owner presents to his paying agent a certificate drawn up within the last three years in his name by the competent authority of his member State of residence for tax purposes indicating: (i) the name, address



and tax identification number or, failing such, the date and the place of birth of the beneficial owner; (ii) the name and address of the paying agent; and (iii) the account number of the beneficial owner or, where there is none, the identification of the security. The same regime applies to payments to individuals resident of, and to certain residual entities established in, certain dependant territories. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent and not by the Issuer.

The withholding tax rate is initially 15 per cent., increasing steadily to 20 per cent. and to 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.

### **Corporations**

There is no withholding tax for Luxembourg resident and non-resident corporations holders of the Notes on payments of interest (including accrued but unpaid interest).

### **Belgium Tax Considerations**

The following summary describes the principal Belgian withholding tax considerations with respect to the holding of Notes.

This information is of a general nature and does not purport to be a comprehensive description of all Belgian tax considerations that may be relevant to a decision to acquire, to hold and to dispose of the Notes. In some cases, different rules can be applicable. Furthermore, the tax rules can be amended in the future, possibly implemented with retroactive effect, and the interpretation of the tax rules may change.

This summary is based on Belgian tax legislation, treaties, rules, and administrative interpretations and similar documentation, in force as of the date of the publication of this Base Prospectus, without prejudice to any amendments introduced at a later date, even if implemented with retroactive effect.

This summary does not describe the tax consequences for a holder of Notes that are redeemable in exchange for, or convertible into shares, of the exercise, settlement or redemption of such Notes and/or any tax consequences after the moment of exercise, settlement or redemption. It does neither describe the indirect taxes (including *inter alia* transfer taxes, stamp duties, stock exchange taxes, taxes on the physical delivery of bearer securities) that may be due following the acquisition, transfer or disposal of the Notes.

Each prospective holder of Notes should consult a professional adviser with respect to the tax consequences of an investment in the Notes, taking into account the influence of each regional, local or national law.

#### **(A) Individual private investors**

Natural persons who are Note holders and who are Belgian residents for tax purposes, i.e. who are subject to Belgian personal income tax ("*Personenbelasting/ Impôt des personnes physiques*"), are in Belgium subject to the following tax treatment with respect to the Notes. Other rules can be applicable in special situations, in particular when natural persons resident in Belgium acquire the Notes for professional purposes or when their transactions with respect to the Notes fall outside the scope of the normal management of their own private estate.

Any amount paid by the Issuer in excess of the issuance price of the Notes at the maturity date or at early redemption, is taxable as interest.

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 15 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). The Belgian withholding tax constitutes the final income tax for individuals. This means that they do not have to declare the interest obtained on the Notes in their personal income tax return, provided withholding tax was levied on these interest payments.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent, the interest received (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return and will be taxed at a flat rate of 15 per cent. (plus communal surcharges).

If the Notes qualify as fixed income securities in the meaning of Article 2, §4 Belgian Income Tax Code (ITC), in case of a realization of the Notes between two interest payment dates, an income equal to the pro rata of accrued interest corresponding to the detention period must be declared and income tax at a flat rate of 15 per cent. to be increased with communal surcharges will be due if no Belgian withholding tax has been levied on the pro rata of accrued interest corresponding to the detention period. A security will be a fixed income security if there is a causal link between the amount of interest income and the detention period of the security, on the basis of which it is possible to calculate the amount of pro rata interest income at the moment of the sale of the Notes during their lifetime.

Capital gains realised on the sale of the Notes, except for the pro rata of accrued interest in the case of fixed income securities, are in principle tax exempt, unless the capital gains are realised outside the scope of the management of one's private estate or unless the Notes are repurchased (whether or not on the maturity date) by the Issuer. In the latter case, the capital gain is taxable as interest.

(B) Tax treatment of Belgian corporations

Corporations Note holders who are Belgian residents for tax purposes, i.e. who are subject to Belgian Corporate Income Tax ("*Vennootschapsbelasting/ Impôt des sociétés*") are in Belgium subject to the following tax treatment with respect to the Notes.

Interest derived by Belgian corporate investors on the Notes and capital gains realised on the Notes will be subject to Belgian corporate income tax of 33.99 per cent.. Capital losses are in principle deductible.

Interest payments on the Notes made through a paying agent in Belgium can under certain circumstances be exempt from withholding tax, provided a certificate is delivered. The withholding tax that has been levied is creditable conform the legal provisions.

(C) Other legal entities

Legal entities Note holders who are Belgian residents for tax purposes, i.e. who are subject to Belgian tax on legal entities ("*Rechtspersonenbelasting/ impôt des personnes morales*") are in Belgium subject to the following tax treatment with respect to the Notes.

Any amount paid by the Issuer in excess of the issuance price of the Notes at the maturity day or at early redemption is taxable as interest.

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 15 per cent. withholding tax in Belgium and no further tax on legal entities will be due on the interest.

However, if the interest is paid outside Belgium without the intervention of a Belgian paying agent and without the deduction of Belgian withholding tax, the legal entity itself is responsible for the deduction and payment of 15 per cent. withholding tax.

If the Notes qualify as fixed income securities in the meaning of Article 2, §4 ITC, in case of a realization of the Notes between two interest payment dates, Belgian legal entities have to pay a 15 per cent. withholding tax on the pro rata of accrued interest corresponding to the detention period. A security will be a fixed income security if there is a causal link between the amount of interest income and the detention period of the security, on the basis of which it is possible to calculate the amount of pro rata interest income at the moment of the sale of the Notes during their lifetime.

Capital gains realised on the sale of the Notes whether or not on the maturity date, except for the *prorata* of accrued interest in the case of fixed income securities, are in principle tax exempt, unless the Notes are repurchased by the Issuer. In such case, the capital gain is taxable as interest.

(D) Non-resident investors

The interest income on the Notes paid through a professional intermediary in Belgium will, in principle, be subject to a 15 per cent. withholding tax, unless the Note holder is resident in a country with which Belgium has concluded a double taxation agreement and delivers the requested affidavit. If the income is not collected through a financial institution or other intermediary established in Belgium, no Belgian withholding tax is due.

Non-resident investors can also obtain an exemption of Belgian withholding tax on interest from the Notes if they are the owners of or *usufruitiers* (beneficially entitled) to the Notes and they deliver an affidavit confirming that they have not allocated the Notes to business activities in Belgium and that they are non-residents, provided the Notes are (i) paid through a Belgian credit institution, stock market company or clearing or settlement institution and (ii) not used by the Issuer for carrying on a business in Belgium.

The non-residents who use the debt instruments to exercise a professional activity in Belgium through a permanent establishment are subject to the same tax rules as the Belgian resident companies. Non-resident Note holders who do not allocate the Notes to a professional activity in Belgium are not subject to Belgian income tax, save, as the case may be, in the form of withholding tax.

(E) Anti-abuse provision

Pursuant to Article 344, § 2 ITC, the Belgian Tax Administration is entitled to disregard the transfer of certain assets, including cash, to a non-resident company which, by virtue of the law of its country of residence, is not subject to income tax or is subject to a tax regime in relation to the income produced by the assets transferred which is notably more advantageous than the tax treatment which would be applicable in Belgium to such income.

Pursuant to this provision the Belgian Tax Administration can ignore the cash transfer and tax the Belgian investor on a deemed interest as if the transfer had not taken place.

A Belgian investor can avoid the application of the abovementioned legal fiction by producing evidence that (i) the Notes produce income that effectively generates in Belgium a tax burden which is normal in comparison with the tax burden which would have arisen if the investment had not taken place or (ii) the investment has been carried out for genuine financial or economic needs.

Such evidence should be easy to produce if the Notes qualify as fixed income securities as explained under (A) above.

(F) The Savings Directive

Under the Savings Directive (see the section entitled “EU Taxation” above), Member States are required to provide to the tax authorities of other Member States or the tax authorities of the Netherlands Antilles, Aruba, Guernsey, Jersey, the Isle of Man, Montserrat and the British Virgin Islands (hereafter, the “**Dependant and Associated Territories**”, each a “**Dependant and Associated Territory**”) details of payments of interest and other similar income paid by a paying agent (within the meaning of the Savings Directive) to (or under certain circumstances, to the benefit of) an individual resident in another Member State or resident in a Dependant and Associated Territory, except that Austria, Belgium and Luxembourg are instead required to impose a withholding system for a transitional period unless the beneficiary of the interest payments elects for the exchange of

information. The withholding tax rate is initially 15 per cent., increasing steadily to 20 per cent. and to 35 per cent.. The ending of such transitional period depends on the conclusion of certain other agreements relating to exchange of information with certain other countries.

Pursuant to the Savings Directive, Belgian paying agents since 1 July 2005 apply a taxation at source on interest payments to individual Note holders resident in another EU member state than Belgium or resident in a Dependant and Associated Territory. This taxation at source is levied in addition to the applicable Belgian withholding tax.

(i) Individuals not resident in Belgium

A Belgian paying agent will withhold a tax at source (“*woonstaatheffing/prélèvement pour l’Etat de résidence*”, hereafter “*Source Tax*”) at the rate of 15 per cent. on the interest payments made to an individual, beneficial owner of the interest payments and resident in another EU Member State or resident in one of the Associated and Dependant Territories. The rate of the Source Tax will increase to 20 per cent. on 1 July 2008 and to 35 per cent. on 1 July 2011.

The Source Tax is levied in addition to the Belgian withholding tax which has been withheld.

The Source Tax is levied pro rata to the period of holding of the Notes by the beneficial owner of the interest payments.

No Source Tax will be applied if the investor provides the Belgian paying agent with a certificate drawn up in his name by the competent authority of his state of residence for tax purposes. The certificate must at least indicate: (i) name, address and tax or other identification number or, in the absence of the latter, the date and place of birth of the beneficial owner; (ii) name and address of the paying agent; and (iii) the account number of the beneficial owner, or where there is none, the identification of the security.

(ii) Individuals resident in Belgium

An individual resident in Belgium will be subject to the provisions of the Savings Directive, if he receives interest payments from a paying agent (within the meaning of the Savings Directive) established in another EU Member State, Switzerland, Liechtenstein, Andorra, Monaco, San Marino, the Netherlands Antilles, Aruba, Guernsey, Jersey, the Isle of Man, Montserrat, the British Virgin Islands, the Cayman Islands, Anguilla or the Turks and Caicos Islands.

If the interest received by an individual resident in Belgium has been subject to a Source Tax, such Source Tax does not liberate the Belgian individual from declaring the interest income in the personal income tax declaration. The Source Tax will be credited against the personal income tax. If the Source Tax withheld exceeds the personal income tax due, the excessive amount will be reimbursed, provided it amounts to at least EUR 2.50.

## France

The Directive was implemented into French law under Article 242 *quater* 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.

Payments of interest and other revenues with respect to Notes which constitute *obligations* under French law and are issued or deemed to be issued by the Issuer outside the Republic of France benefit from the exemption

from deduction of tax at source on interest set out under Article 125 A III of the French *Code Général des Impôts*, as provided for in Article 131 *quater* of the French *Code Général des Impôts*. Accordingly, such payments do not give the right to any tax credit from any French source.

Notes constituting *obligations* under French law will be issued (or deemed to be issued) outside France by the Issuer (i) in the case of syndicated or non-syndicated issues of Notes, if such Notes are denominated in euro, (ii) in the case of syndicated issues of Notes denominated in currencies other than euro, if, *inter alia*, the Issuer and the relevant Dealers agree not to offer the Notes to the public in the Republic of France in connection with their initial distribution and such Notes are offered in the Republic of France only through an international syndicate to qualified investors (*investisseurs qualifiés*) as described in Articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French *Code monétaire et financier* or (iii) in the case of non-syndicated issues of Notes denominated in currencies other than euro, if each of the subscribers of the Notes is domiciled or resident for tax purposes outside the Republic of France and does not act through a permanent establishment or fixed base therein, in each case as more fully set out in the Circular 5 I-11-98 of the *Direction Générale des Impôts* dated 30 September 1998.

See “*Terms and Conditions of the Notes – Taxation*”.

The tax regime applicable to Notes which do not constitute *obligations* will be set out in the relevant Final Terms.

## Subscription and Sale

Subject to the terms and on the conditions contained in an amended and restated programme agreement dated 12 December 2006 (the “**Programme Agreement**”) between the Issuer, the Permanent Dealers and the Arrangers, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers (except IXIS CIB). 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 resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Programme 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 the Issuer and such Dealer, depending upon maturity in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arrangers for their 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 on a syndicated basis 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 Programme 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.

### United States

The Notes and the Guarantees have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Notes in bearer form are subject to US tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by US tax regulations. Terms used in this paragraph have the meanings given to them by the US Internal Revenue Code of 1986 and regulations thereunder.

Each Dealer has agreed, and each further Dealer appointed subsequently under the Programme will be required to agree, that, except as permitted by the Programme Agreement, it will not offer, sell or, in the case of Notes in bearer form, deliver the Notes of any identifiable Tranche, (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of such Tranche as determined, and certified to the Issuer, by the Fiscal Agent, or in the case of Notes issued on a syndicated basis, the Lead Manager, within the United States or to, or for the account or benefit of, US persons, and it will have sent to each dealer to which it sells Notes (other than a resale pursuant to Rule 144A) during the distribution compliance period as defined in Regulation S (the “**Distribution Compliance Period**”) a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, US persons. Terms used in the preceding sentence have the meanings given to them by Regulation S.

The Notes are being offered and sold outside the United States to non-US persons in reliance on Regulation S. The Programme Agreement provides that the Lead Manager or a Relevant Dealer appointed by the Lead Manager may directly or indirectly through its or their respective US broker-dealer affiliates arrange for the offer and resale of Notes within the United States only to QIBs in reliance on Rule 144A.

In addition, until 40 days after the commencement of the offering of any identifiable tranche of Notes, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an exemption from such registration requirements.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside of the United States and for the resale of the Notes in the United States. Each of the Issuer and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States or to any US person, other than any QIB within the meaning of Rule 144A to whom an offer has been made directly by one of the Dealers or its US broker-dealer affiliate. Distribution of this Base Prospectus to any US Person or to any other person within the United States, other than any QIB and those persons, if any, retained to advise a non-US person or QIB with respect thereto, is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such US person or person within the United States, other than any QIB and those persons, if any, retained to advise such non-US person or QIB, is prohibited.

Each issuance of index-, commodity- or currency-linked Notes may be subject to such additional US selling restrictions as the Relevant Dealer(s) and the Issuer may agree as a term of the issuance and purchase or, as the case may be, subscription of such Notes. Each Dealer agrees that it shall offer, sell and deliver such Notes only in compliance with such additional US selling restrictions.

### **European Economic Area**

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, and each further Dealer appointed under the Programme will be required to represent and agree, 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 **Non-exempt Offer**), in the period beginning on 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 Non-exempt Offer, in accordance with the Prospectus Directive, and ending on the date specified in such prospectus or final terms, as applicable;
- (b) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- (c) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;
- (d) at any time to fewer than 100 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
- (e) 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 (e) 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 and the expression “Prospectus Directive” means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

In addition to the foregoing, the following provisions shall apply in respect of the following EEA Member States:

#### **United Kingdom**

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the “FSMA”)) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

#### **France**

- (a) **Notes denominated in euro:** In respect of Notes constituting *obligations* under French law issued in euro whether on a syndicated or non-syndicated basis, each of the Dealers and the Issuer has represented and agreed and each further Dealer appointed subsequently under the Programme will be required to represent and agree that:

- (i) **Offer to the public in France:**

- it has only made and will only make an offer of Notes to the public in France in the period beginning (i) when a prospectus in relation to those Notes has been approved by the *Autorité des marchés financiers* (“AMF”), on the date of its publication 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 this Base Prospectus; or

- (ii) **Private placement in France:**

- (i) it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in France and (ii) offers and sales of Notes will be made in France only to qualified investors (*investisseurs qualifiés*) other than individuals, all as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French *Code monétaire et financier* and (iii) it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes other than to investors to whom offers and sales of Notes in France may be made as described above.



**(b) Syndicated issues of Notes denominated in currencies other than euro:**

In respect of Notes constituting *obligations* under French law issued in currencies other than euro on a syndicated basis, each of the Dealers and the Issuer has represented and agreed that, it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes, and that such offers, sales and distributions have been and shall only be made in France through an international syndicate to qualified investors (*investisseurs qualifiés*) other than individuals, as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French *Code monétaire et financier*.

**(c) Non-syndicated issues of Notes denominated in currencies other than euro:**

In respect of Notes constituting *obligations* under French law issued in currencies other than euro on a non-syndicated basis, each of the Dealers and the Issuer has represented and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, Notes in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed in France, this Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes, and each subscriber will be domiciled or resident for tax purposes outside France.

To the extent the Notes do not constitute *obligations*, these selling restrictions will be amended in the relevant Final Terms.

**Japan**

The Notes have not been and will not be registered under the Securities and Exchange Law of Japan (the “**Securities and Exchange Law**”). Accordingly, each of the Dealers has represented, warranted and agreed and each further Dealer appointed subsequently under the Programme will be required to represent, warrant and agree that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to or for the benefit of, a resident of Japan or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Securities and Exchange Law and other relevant laws and regulations of Japan. As used in this paragraph, “resident of Japan” means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

**Hong Kong**

In relation to each Tranche of Notes issued by the Issuer, each Dealer has represented and agreed and each further Dealer appointed subsequently under the Programme will be required to represent and agree that:

- (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be

disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

### **Singapore**

Each Dealer has acknowledged that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented, warranted and agreed and each further Dealer appointed subsequently under the Programme will be required to represent, warrant and agree that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Notes, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”), (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Note:

Where Notes are subscribed or purchased under Section 275 by a relevant person which is:

- (a) a corporation (which is not an accredited investor) (as defined in Section 4A of the SFA) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

shares, debentures and units of shares and debentures of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within 6 months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 except:

- (i) to an institutional investor (for corporations, under Section 274 of the SFA) or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights and interest in that trust are acquired at a consideration of not less than S\$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accordance with the conditions specified in Section 275 of the SFA;
- (ii) where no consideration is or will be given for the transfer; or
- (iii) where the transfer is by operation of law.

### **Switzerland**

Each Dealer has agreed that Swiss Franc Notes will be offered and sold in accordance with practices and documentation customary in Switzerland. In respect of Swiss Franc Notes to be listed on the SWX Swiss Exchange, the relevant Dealer will (if necessary, in cooperation with a listing representative recognised by the SWX Swiss Exchange) prepare and provide to potential investors a prospectus in accordance with the listing rules of the SWX Swiss Exchange and will provide any further information as will be required by applicable Swiss regulations.

**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 the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Base Prospectus.

No action has been taken in any jurisdiction that would permit a public offering 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 therefor.

**Form of Final Terms for Notes with a denomination of less than €50,000**

**Final Terms dated [•]**

[Logo, if document is printed]

**IXIS Corporate & Investment Bank  
Euro 22,000,000,000  
Debt Issuance Programme**

**SERIES NO: [•]**

**TRANCHE NO: [•]**

**[Brief description and Amount of Notes]**

**Issued by IXIS Corporate & Investment Bank (the “Issuer”)**

**[Name(s) of Dealer(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 [•] [and the supplement to the Base Prospectus dated [•] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (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. The Prospectus [and the supplement to the Base Prospectus] [is] [are] available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the website of the Issuer ([www.ixis-cib.com](http://www.ixis-cib.com)) and copies may be obtained from IXIS Corporate & Investment Bank, 47, quai d’Austerlitz, 75648 Paris Cedex 13, France.

*The following alternative language applies if the first tranche of an issue which is being increased was issued under [a Base Prospectus/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**”) set forth in the [Base Prospectus/Offering Circular] dated [original date] [and the supplement to the Base Prospectus/Offering Circular] dated [•]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”) and must be read in conjunction with the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [•], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the [Base Prospectus/Offering Circular] dated [original date] [and the supplement to the Base Prospectus] dated [•] and are attached hereto. 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/Offering Circular] dated [original date] and the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [•]]. The [Base Prospectus/Offering Circular] [and the supplement to the Base Prospectus] are available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the website of the Issuer ([www.ixis-cib.com](http://www.ixis-cib.com)) and copies may be obtained from IXIS Corporate & Investment Bank, 47, quai d’Austerlitz, 75648 Paris Cedex 13, France.

**[The Notes will not have the benefit of the [CDC Guarantee/CNCEP Guarantee]. As a consequence the Notes will be unguaranteed obligations of the Issuer.]**

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote guidance for completing the Final Terms.]*

*[When adding any other final terms or information in these Final Terms consideration should be given as to whether such terms or information constitute a "significant new factor" and consequently triggers the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]*

1. Issuer: IXIS Corporate & Investment Bank
2. (i) Series Number: [•]  
(ii) Tranche Number: [•]  
*[(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).]*
3. Relevant 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. Denomination(s): [•]
7. [(i)] Issue Date: [•]  
[(ii)] Interest Commencement Date [•]
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: [• % Fixed Rate]  
[[*specify reference rate*] +/- • % Floating Rate]  
[Zero Coupon]  
[Index Linked Interest]  
[Other (*specify*)]  
(further particulars specified below)
10. Redemption/Payment Basis: [Redemption at par]  
[Index Linked Redemption]  
[Dual Currency]  
[Partly Paid]  
[Instalment]  
[Other (*specify*)]
11. Change of Interest or Redemption/Payment Basis: *[Specify details of any provision for convertibility of Notes into another interest or*

- redemption/ payment basis]*
12. Put/Call Options: [Redemption at the Option of Noteholders]  
[Redemption at the Option of the Issuer]  
[(further particulars specified below)]
13. (i) Status of the Notes: [Subordinated / Unsubordinated Notes]
- (ii) Dates of the corporate authorisations for issuance of the Notes: [•]
14. Method of distribution: [Syndicated/Non-syndicated]
- PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**
15. Fixed Rate Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Rate[(s)] (including Interest Rate on overdue amounts after Maturity Date or date set for early redemption): [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Specified 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]
- (iii) Fixed Coupon Amount[(s)]: [•] per [•] in Nominal Amount
- (iv) Broken Amount(s): *[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)]]*
- (v) Day Count Fraction: [•] [30/360 / Actual/Actual ([-ICMA] /-ISDA) / Actual/365 (Fixed) / Actual/360 / 30E/360 / other (*see Condition 5 for alternatives*)]
- (vi) Determination Dates: [•] 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])*)
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/*give details*]
16. Floating Rate Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Period(s) [•]
- (ii) Specified Interest Payment [•]

- Date(s):
- (iii) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other (*give details*)]
- (iv) Business Centre(s) (Condition 5(h)): [•]
- (v) Manner in which the Interest Rate(s) is/are to be determined (including Interest Rate on overdue amounts after Maturity Date or date set for early redemption): [Screen Rate Determination/ISDA Determination/other (*give details*)]
- (vi) Party responsible for calculating the Interest Rate(s) and Interest Amount(s) (if not the Calculation Agent): [•]
- (vii) Screen Rate Determination (Condition 5(c)(B)):
- Relevant Time: [•]
  - 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]*]
  - Primary Source for Floating Rate: *[Specify relevant screen page or “Reference Banks”]*
  - Reference Banks (if Primary Source is “Reference Banks”): *[Specify four]*
  - Relevant Financial Centre: *[The financial centre most closely connected to the Benchmark]*
  - Benchmark: *[EURIBOR, LIBOR, LIBID, LIMEAN, or other benchmark]*
  - Representative Amount: *[Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount]*
  - Effective Date: *[Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period]*
  - Specified Duration: *[Specify period for quotation if not duration of Interest Accrual Period]*
- (viii) ISDA Determination (Condition 5(c)(A)):
- Floating Rate Option: [•]
  - Designated Maturity: [•]
  - Reset Date: [•]

- ISDA Definitions: *[Specify definitions if different from those set out in the Conditions]*
- (ix) Margin(s):   per cent per annum
- (x) Minimum Interest Rate:  per cent per annum
- (xi) Maximum Interest Rate:  per cent per annum
- (xii) Day Count Fraction:  Actual/365  
 Actual/365 (Fixed)  
 Actual/360  
 30/360  
 30E/360  
 other]  
*(See Condition 5 for alternatives)*
- (xiii) Fallback provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:
17. Zero Coupon Note Provisions   *[Applicable/Not Applicable]*  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Amortisation Yield:  per cent per annum
- (ii) Day Count Fraction:
- (iii) Any other formula/basis of determining amount payable:
18. Index-Linked Interest Note/other variable-linked interest Note Provisions   *[Applicable/Not Applicable]*  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Index/Formula/other variable (including on overdue amounts after Maturity Date or date set for early redemption): *[give or annex details/See paragraph [31/32] below (if applicable)]*
- (ii) Calculation Agent responsible for calculating the interest due:
- (iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable:
- (iv) Interest Period(s):
- (v) Provisions for determining Coupon where calculation by  *(Need to include a description of market disruption or*



reference to Index and/or *settlement disruption events and adjustment provisions*)  
Formula and/or other variable  
is impossible or impracticable  
or otherwise disrupted:

- (vi) Specified Interest [•]  
Payment Date(s):
- (vii) Business Day Convention: [Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other  
(give details)]
- (viii) Business Centre(s) [•]  
(Condition 5(h)):
- (ix) Minimum Interest Rate: [•] per cent per annum
- (x) Maximum Interest Rate: [•] per cent per annum
- (xi) Day Count Fraction: [•]

19. Dual Currency Note Provisions \*\* [Applicable/Not Applicable]  
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]
  - (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [•]
  - (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [Need to include a description of market disruption or settlement disruption events and adjustment provisions.]
  - (iv) Person at whose option Relevant Currency(ies) is/are payable: [•]

#### PROVISIONS RELATING TO REDEMPTION

20. Redemption at the Option of the Issuer [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): [•] per Note of [•] specified denomination

\*\* If the Final Redemption Amount is less than 100 per cent. of the nominal value the Notes will be 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.

- (iii) Description of any other Issuer's option: [•]
  - (iv) Option Exercise Date(s): [•]
  - (v) Issuer's Option Period: [•]
  - (vi) If redeemable in part:
    - (a) Minimum nominal amount to be redeemed: [•]
    - (b) Maximum nominal amount to be redeemed: [•]
  - (vii) Notice period (if other than as set out in the Conditions): [•]
21. Redemption at the Option of Noteholders [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): [•] per Note of [•] specified denomination
  - (iii) Description of any other Noteholders' option: [•]
  - (iv) Option Exercise Date(s): [•]
  - (v) Noteholders' Option Period: [•]
  - (vi) Notice period (if other than as set out in the Conditions): [•]
22. Final Redemption Amount of each Note\*\* [[•] per Note of [•] specified denomination /other/see Appendix]
- In cases where the Final Redemption Amount is Index-Linked or other variable-linked:
- (i) Index/Formula/variable: *[give or annex details/See paragraph [31/32] below (if applicable)]*
  - (ii) Calculation Agent responsible for calculating the Final Redemption Amount: [•]
  - (iii) Provisions for determining Final Redemption Amount where calculated by reference

\*\* If the Final Redemption Amount is less than 100 per cent. of the nominal value the Notes will be 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.

- to Index and/or Formula  
and/or other variable: [•]
- (iv) Determination Date(s): [•]
- (v) Provisions for determining  
Final Redemption Amount  
where calculation by  
reference to Index and/or  
Formula and/or other variable  
is impossible or impracticable  
or otherwise disrupted: [•]
- (vi) Payment Date: [•]
- (vii) Minimum nominal amount to  
be redeemed: [•]
- (viii) Maximum nominal amount to  
be redeemed: [•]
23. Early Redemption Amount\*\*
- (i) Early Redemption Amount(s) [•]  
of each Note payable on  
redemption for taxation  
reasons (Condition 6(b)), or  
on Event of Default  
(Condition 10(a)  
Unsubordinated Notes) or  
other early redemption and/or  
the method of calculating the  
same (if required or if  
different from that set out in  
the Conditions):
- (ii) Redemption for taxation [Yes/No]  
reasons permitted on days  
others than Interest Payment  
Dates (Condition 6(b))
- (iii) Unmatured Coupons to [Yes/No/Not Applicable]  
become void upon early  
redemption (Condition 7(f))

#### **GENERAL PROVISIONS APPLICABLE TO THE NOTES**

24. Form of Notes: **Bearer Notes:**
- [temporary Global Note exchangeable for a permanent  
Global Note which is exchangeable for Definitive Notes on  
[•] days' notice/at any time/in the limited circumstances  
specified in the permanent Global Note]
- [temporary Global Note exchangeable for Definitive Notes  
on [•] days' notice]

- [permanent Global Note exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the permanent Global Note]
- [Registered Notes]
- New Global Note: [Yes]/[No]\*\*
25. Additional Business Day Jurisdiction(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 items 15(ii), 16(ii) and 18(vii) relate*]
26. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No/Not Applicable. *If yes, give details*]
27. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay: [Not Applicable/give details]
28. Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: [Not Applicable/give details]
29. Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition 1] [annexed to these Final Terms] apply]
30. Consolidation provisions: [Not Applicable/The provisions [in Condition 13] [annexed to these Final Terms] apply]
31. Further provisions applicable to Equity Linked Notes: [Not] Applicable  
*(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Automatic Early Redemption Amount\*\*: [Not Applicable / specify]
- (ii) Automatic Early Redemption Date(s): [Not Applicable / specify]
- (iii) Automatic Early Redemption Event: [Not Applicable / specify / ["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
- (iv) Automatic Early Redemption Price: [Not Applicable / specify]
- (v) Automatic Early [Not Applicable / specify]

\*\*\* You should only elect "yes" opposite "New Global Note" if you have elected "yes" to the Section in Part B under the heading "Operational Information" entitled "Intended to be held in a manner which would allow Eurosystem eligibility".

\*\* If the Final Redemption Amount is less than 100% of the nominal value the Notes will be 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.

	Redemption Rate:	
(vi)	Automatic Early Redemption Valuation Date(s):	[Not Applicable / <i>specify</i> ]
(vii)	Averaging Dates:	[Not Applicable / <i>specify</i> ]
(viii)	Company:	[Not Applicable / <i>specify</i> ]
(ix)	Exchange:	[Not Applicable / <i>specify</i> ]
(x)	Initial Price:	[Not Applicable / <i>specify</i> ]
(xi)	Integral Number of Shares:	[Not Applicable / <i>specify</i> ]
(xii)	Knock-in Event:	[Not Applicable / <i>specify</i> / [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]]
(xiii)	Knock-in Period Beginning Date:	[Not Applicable / <i>specify</i> ]
(xiv)	Knock-in Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable / <i>specify</i> ]
(xv)	Knock-in Period Ending Date:	[Not Applicable / <i>specify</i> ]
(xvi)	Knock-in Period Ending Date Scheduled Trading Day Convention:	[Not Applicable / <i>specify</i> ]
(xvii)	Knock-in Price:	[Not Applicable / <i>specify</i> ]
(xviii)	Knock-in Valuation Time:	[Not Applicable / <i>specify</i> ]
(xix)	Knock-out Event:	[Not Applicable / <i>specify</i> / [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]]
(xx)	Knock-out Period Beginning Date:	[Not Applicable / <i>specify</i> ]
(xxi)	Knock-out Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable / <i>specify</i> ]
(xxii)	Knock-out Period Ending Date:	[Not Applicable / <i>specify</i> ]
(xxiii)	Knock-out Period Ending Date Scheduled Trading Day Convention:	[Not Applicable / <i>specify</i> ]
(xxiv)	Knock-out Price:	[Not Applicable / <i>specify</i> ]
(xxv)	Knock-out Valuation Time:	[Not Applicable / <i>specify</i> ]
(xxvi)	Minimum Percentage:	[Not Applicable / <i>specify</i> ]
(xxvii)	Related Exchange:	[Not Applicable / <i>specify</i> ]

(xxviii) Relevant Number of Shares:		[Not Applicable / <i>specify</i> ]
(xxix) Residual Number of Shares:		[Not Applicable / <i>specify</i> ]
(xxx) Share:		[Not Applicable / <i>specify</i> ]
(xxxix) Specific Number(s):		[Not Applicable / <i>specify in relation to Strike Date and/or Valuation Date and/or Averaging Dates and/or Automatic Early Redemption Dates</i> ]
(xxxii) Strike Date:		[Not Applicable / <i>specify</i> ]
(xxxiii) Valuation Date:		[Not Applicable / <i>specify</i> ]
(xxxiv) Valuation Time:		[Not Applicable / <i>specify</i> ]
(xxxv) Other provisions:		[Not Applicable / <i>specify</i> ]
32. Further provisions applicable to Index Linked Notes:		[Not] Applicable <i>(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Type:		[Not Applicable / [Single/Multi] Exchange Index Linked Notes]
(ii) Automatic Early Redemption Amount:	Early	[Not Applicable / <i>specify</i> ]
(iii) Automatic Early Redemption Date(s):	Early	[Not Applicable / <i>specify</i> ]
(iv) Automatic Early Redemption Event:	Early	[Not Applicable / <i>specify</i> / [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]]
(v) Automatic Early Redemption Level:	Early	[Not Applicable / <i>specify</i> ]
(vi) Automatic Early Redemption Rate:	Early	[Not Applicable / <i>specify</i> ]
(vii) Automatic Early Redemption Valuation Date(s):	Early Valuation	[Not Applicable / <i>specify</i> ]
(viii) Averaging Dates:		[Not Applicable / <i>specify</i> ]
(ix) Exchange(s):		[Not Applicable / <i>specify</i> ]
(x) Index:		[Not Applicable / <i>specify</i> ]
(xi) Index Sponsor:		[Not Applicable / <i>specify</i> ]
(xii) Initial Level:		[Not Applicable / <i>specify</i> ]
(xiii) Knock-in Event:		[Not Applicable / <i>specify</i> / [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]]
(xiv) Knock-in Level:		[Not Applicable / <i>specify</i> ]
(xv) Knock-in Period Beginning Date:		[Not Applicable / <i>specify</i> ]
(xvi) Knock-in Period Beginning		[Not Applicable / <i>specify</i> ]

- Date Scheduled Trading Day  
Convention:
- (xvii) Knock-in Period Ending [Not Applicable / *specify*]  
Date:
- (xviii) Knock-in Period Ending [Not Applicable / *specify*]  
Date Scheduled Trading Day  
Convention:
- (xix) Knock-in Price: [Not Applicable / *specify*]
- (xx) Knock-in Valuation Time: [Not Applicable / *specify*]
- (xxi) Knock-out Event: [Not Applicable / *specify* / ["greater than"/"greater than or  
equal to"/"less than"/"less than or equal to"]]
- (xxii) Knock-out Level: [Not Applicable / *specify*]
- (xxiii) Knock-out Period Beginning [Not Applicable / *specify*]  
Date:
- (xxiv) Knock-out Period Beginning [Not Applicable / *specify*]  
Date Scheduled Trading Day  
Convention:
- (xxv) Knock-out Period Ending [Not Applicable / *specify*]  
Date:
- (xxvi) Knock-out Period Ending [Not Applicable / *specify*]  
Date Scheduled Trading Day  
Convention:
- (xxvii) Knock-out Price: [Not Applicable / *specify*]
- (xxviii) Knock-out Valuation Time [Not Applicable / *specify*]
- (xxix) Related Exchange(s): [Not Applicable / *specify*]
- (xxx) Specific Number(s): [Not Applicable / *specify in relation to Strike Date and/or  
Valuation Date and/or Averaging Dates and/or Automatic  
Early Redemption Dates*]
- (xxxii) Strike Date: [Not Applicable / *specify*]
- (xxxiii) Valuation Date: [Not Applicable / *specify*]
- (xxxiii) Valuation Time: [Not Applicable / *specify*]
- (xxxiv) Other provisions: [Not Applicable / *specify*]
33. Other final terms: [Not Applicable/*give details*]  
*(When adding any other final terms consideration should  
be given as to whether such terms constitute a "significant  
new factor" and consequently triggers the need for a  
supplement to the Base Prospectus under Article 16 of the  
Prospectus Directive.)*

## **DISTRIBUTION**

34. (i) If syndicated, names and [Not Applicable/*give names, addresses and underwriting*]

- addresses of Managers and underwriting commitments: *commitments*  
 [The following Managers are [subscribing the Notes<sup>4</sup>/procuring subscribers for the Notes<sup>5</sup>  
*(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.)*
- (ii) Date of Subscription Agreement: [•]
- (iii) Stabilising Manager(s) (if any): [Not Applicable/give name]
35. If non-syndicated, name and address of Dealer: [Not Applicable/give name and address]  
 [The following Dealer is [subscribing the Notes<sup>1</sup>/procuring subscribers for the Notes<sup>2</sup>
36. Name and address of any paying agents and depository agents in each country (in addition to the Principal Paying Agent): [•]
37. Total commission and concession: [•] per cent. of the Aggregate Nominal Amount
38. Additional selling restrictions: [Not Applicable/give details]<sup>6</sup>
- GENERAL**
39. The aggregate principal amount of Notes issued has been translated into Euro at the rate of [•] producing a sum of: [•]
40. Applicable TEFRA exemption: [C Rules/D Rules/Not Applicable]

## GUARANTEE

***Insert if and where applicable:*** [The Notes will not have the benefit of the [CDC Guarantee/CNCEP Guarantee]. As a consequence the Notes will be unguaranteed obligations of the Issuer.]

## [LISTING AND ADMISSION TO TRADING APPLICATION

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the Euro 22,000,000,000 Debt Issuance Programme of IXIS Corporate & Investment Bank.

<sup>4</sup> In the case of an issue of Notes denominated in euro and/or a syndicated issue where at least one of the managers/dealers is a non-French bank.

<sup>5</sup> In the case of an issue of Notes denominated in a currency other than euro where the only manager(s)/dealer(s) is/are French banks.

<sup>6</sup> The French selling restrictions set out in the Programme Agreement have been drafted on the basis that the Notes constitute *obligations*. If this is not the case, the restrictions may need to be altered.



**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 information inaccurate or misleading.]

Signed on behalf of IXIS Corporate & Investment Bank

Duly represented by: .....

## PART B – OTHER INFORMATION

### 1. RISK FACTORS

*[[Insert any risk factors that are material to the Notes being offered and/or admitted to trading in order to assess the market risk associated with these Notes and that may affect the Issuer's ability to fulfil its obligations under the Notes which are not covered under "Risk Factors" in the Base Prospectus. If any such additional risk factors need to be included consideration should be given as to whether they constitute a "significant new factors" and consequently triggers the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]]Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]]\**

### 2. LISTING

- (i) Listing: [Luxembourg/other (specify)/None]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [●]with effect from [●].] [Not Applicable.]  
*(Where documenting a fungible issue need to indicate that original securities are already admitted 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:] Where documenting a fungible issue, need to indicate other exchanges or markets on which the original securities are *already listed*

### 3. [RATINGS

- Ratings: The Notes to be issued have been rated:
- [S & P: [●]]  
[Moody's: [●]]  
[[Other]: [●]]
- [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*
- (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.)*

\* Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote \*\* above.

4. **[NOTIFICATION]**

The *Commission de Surveillance du Secteur Financier* in Luxembourg [*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 for any fees payable to the Dealers, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."]/[•] *[Amend as appropriate if there are other interests]**

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.]*

*(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.)*

7. **[Fixed Rate Notes only – YIELD]**

Indication of yield:

[•]

Calculated as [*include details of method of calculation in summary form*] on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield. ]

**8. [Floating Rate Notes only - HISTORIC INTEREST RATES**

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Telerate].]

**9. [Index-Linked or other variable-linked Notes only – PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING**

*Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.[Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]*\*

**10. [Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT**

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

**11. [Terms and Conditions of the Offer]**

The time period, including any possible amendments, during which the offer will be open and description of the application process: [•]

Details of the possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants: [•]

Details of the minimum and/or maximum amount of applications<sup>7</sup>: [•]

Details of method and time limits for paying up and delivering securities: [•]

\* Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies.

<sup>7</sup> Whether in number of securities or aggregate amount to invest.

Manner and date in which results of the offer are to be made public: [•]

Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of unexercised subscription rights: [•]

Categories of potential investors to which the securities are offered:<sup>8</sup> [•]

*[For example:*

*“Legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities.*

*Any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than A43,000,000 and (3) an annual net turnover of more than A50,000,000, as shown in its last annual or consolidated accounts.”]*

Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made: [•]

Details of any post-issuance information to be provided and where such information can be obtained: [•]

## 12. OPERATIONAL INFORMATION

Intended to be held in a manner which would allow Eurosystem eligibility [Yes] [No].

[Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.][*include this text if “yes” selected in which case*

<sup>8</sup> If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche.

*the Notes must be issued in NGN form]*

ISIN Code:

Common Code:

Depositories:

(i) Euroclear France to act as  
Central Depository

(ii) Common Depository for  
Euroclear and Clearstream  
Luxembourg

Any clearing system(s) other than Euroclear and Clearstream,  
Luxembourg and the relevant  
identification number(s):  *[Not Applicable/give name(s) and number(s)]*

Delivery:  Delivery [against/free of] payment

Names and addresses of additional  
Paying Agent(s) (if any):

The aggregate nominal amount of  
Notes issued has been translated  
into Euro at the rate of Euro 1 to  
[ ], producing a sum of:  
Euro [ ]

**Form of Final Terms for Notes with a denomination of at least €50,000**

**Final Terms dated [•]**

[Logo, if document is printed]

**IXIS Corporate & Investment Bank**  
**Euro 22,000,000,000**  
**Debt Issuance Programme**

**SERIES NO: [•]**

**TRANCHE NO: [•]**

**[Brief description and Amount of Notes]**

**Issued by IXIS Corporate & Investment Bank (the “Issuer”)**

**[Name(s) of Dealer(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 [•] [and the supplement to the Base Prospectus dated [•] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (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. The Base Prospectus [and the supplement to the Base Prospectus] [is] [are] available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the website of the Issuer ([www.ixis-cib.com](http://www.ixis-cib.com)) and copies may be obtained from IXIS Corporate & Investment Bank, 47, quai d’Austerlitz, 75648 Paris Cedex 13, France.

*The following alternative language applies if the first tranche of an issue which is being increased was issued under [a Base Prospectus/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**) set forth in the [Base Prospectus/Offering Circular] dated [original date] [and the supplement to the Base Prospectus dated [•]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”) and must be read in conjunction with the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [•], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the [Base Prospectus/Offering Circular] dated [original date] [and the supplement to the Base Prospectus] dated [•] and are attached hereto. 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/Offering Circular] dated [original date] and the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [•]]. The [Base Prospectus/Offering Circular] [and the supplement to the Base Prospectus] are available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the

website of the Issuer ([www.ixis-cib.com](http://www.ixis-cib.com)) and copies may be obtained from IXIS Corporate & Investment Bank, 47, quai d'Austerlitz, 75648 Paris Cedex 13, France.

**[The Notes will not have the benefit of the [CDC Guarantee/CNCEP Guarantee]. As a consequence the Notes will be unguaranteed obligations of the Issuer.]**

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]*

*[When adding any other final terms or information in these Final Terms consideration should be given as to whether such terms or information constitute a "significant new factor" and consequently triggers the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]*

- |  |  |
|--|--|
| 1. Issuer:   | IXIS Corporate & Investment Bank   |
| 2. (i) Series Number:  | [•]  |
| (ii) Tranche Number:   | [•]  |
| <i>[If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible].</i> |  |
| 3. Relevant Currency or Currencies:  | [•]  |
| 4. Aggregate Nominal Amount of Notes 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. Denomination(s):  | [•]  |
| 7. [(i)] Issue Date:   | [•]  |
| [(ii)] Interest Commencement Date  | [•]  |
| 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:   | [• % Fixed Rate]<br>[[specify reference rate] +/- • % Floating Rate]<br>[Zero Coupon]<br>[Index Linked Interest]<br>[Other (specify)]<br>(further particulars specified below) |



10. Redemption/Payment Basis\*\* : [Redemption at par]  
[Index Linked Redemption]  
[Dual Currency]  
[Partly Paid]  
[Instalment]  
[Other (*specify*)]
11. Change of Interest or Redemption/Payment Basis: [*Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis*]
12. Put/Call Options: [Redemption at the Option of Noteholders]  
[Redemption at the Option of the Issuer]  
[(further particulars specified below)]
13. (i) Status of the Notes: [Subordinated / Unsubordinated Notes]
- (ii) Dates of the corporate authorisations for issuance of the Notes: [•]

14. Method of distribution: [Syndicated/Non-syndicated]

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

15. **Fixed Rate Note Provisions** [Applicable/Not Applicable]  
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Interest Rate[(s)] (including on overdue amounts after Maturity Date or date set for early redemption): [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Specified 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]
- (iii) Fixed Coupon Amount[(s)]: [•] per [•] in Nominal Amount
- (iv) Broken Amount(s): [*Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)]*]
- (v) Day Count Fraction: [•] [30/360 / Actual/Actual (-ICMA /-ISDA) / Actual/365 (Fixed) / Actual/360 / 30E/360 / other (*see Condition 5 for alternatives*)]
- (vi) Determination Dates: [•] 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*

\*\* If the Final Redemption Amount is less than 100 per cent. of the nominal value the Notes will be 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.

*Count Fraction is Actual/Actual (ICMA))*

- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/give details]
16. Floating Rate Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Period(s) [•]
- (ii) Specified Interest Payment Date(s): [•]
- (iii) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other *(give details)*]
- (iv) Business Centre(s) (Condition 5(h)): [•]
- (v) Manner in which the Interest Rate(s) is/are to be determined (including on overdue amounts after Maturity Date or date set for early redemption): [Screen Rate Determination/ISDA Determination/other *(give details)*]
- (vi) Party responsible for calculating the Interest Rate(s) and Interest Amount(s) (if not the Calculation Agent): [•]
- (vii) Screen Rate Determination (Condition 5(c)(B)):
- Relevant Time: [•]
  - 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]*]
  - Primary Source for Floating Rate: *[Specify relevant screen page or “Reference Banks”]*
  - Reference Banks (if Primary Source is “Reference Banks”): *[Specify four]*
  - Relevant Financial Centre: *[The financial centre most closely connected to the Benchmark]*
  - Benchmark: *[EURIBOR, LIBOR, LIBID, LIMEAN, or other benchmark]*
  - Representative Amount: *[Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional*

- amount]*
- Effective Date: *[Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period]*
  - Specified Duration: *[Specify period for quotation if not duration of Interest Accrual Period]*
- (viii) ISDA Determination  
*(Condition 5(c)(A)):*
- Floating Rate Option: [•]
  - Designated Maturity: [•]
  - Reset Date: [•]
  - ISDA Definitions: *[Specify definitions if different from those set out in the Conditions]*
- (ix) Margin(s): [+/-][•] per cent per annum
- (x) Minimum Interest Rate: [•] per cent per annum
- (xi) Maximum Interest Rate: [•] per cent per annum
- (xii) Day Count Fraction: [Actual/365  
Actual/365 (Fixed)  
Actual/360  
30/360  
30E/360  
other]  
*(See Condition 5 for alternatives)]*
- (xiii) Fallback provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [•]
17. Zero Coupon Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Amortisation Yield: [•] per cent per annum
  - (ii) Day Count Fraction: [•]
  - (iii) Any other formula/basis of determining amount payable: [•]
18. Index-Linked Interest Note/other variable-linked interest Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Index/Formula/other variable (including on overdue amounts after Maturity Date) *[give or annex details/See paragraph [31/32] below (if applicable)]*

- or date set for early redemption):
- (ii) Calculation Agent responsible for calculating the interest due: [•]
  - (iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable: [•]
  - (iv) Interest Period(s): [•]
  - (v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [•] *(Need to include a description of market disruption or settlement disruption events and adjustment provisions)*
  - (vi) Specified Interest Payment Date(s): [•]
  - (vii) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other *(give details)*]
  - (viii) Business Centre(s) (Condition 5(h)): [•]
  - (ix) Minimum Interest Rate: [•] per cent per annum
  - (x) Maximum Interest Rate: [•] per cent per annum
  - (xi) Day Count Fraction: [•]
19. Dual Currency Note Provisions \*\* [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate of Exchange/method of calculating Rate of Exchange: *[give details]*
  - (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [•]
  - (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: *[Need to include a description of market disruption or settlement disruption events and adjustment provisions.]*

\*\* If the Final Redemption Amount is less than 100 per cent. of the nominal value the Notes will be 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.

- (iv) Person at whose option [•]  
Relevant Currency(ies) is/are  
payable:

**PROVISIONS RELATING TO REDEMPTION**

20. Redemption at the Option of the Issuer [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): [•] per Note of [•] specified denomination  
(iii) Issuer's Option Period: [•]  
(iv) Description of any other Issuer's option: [•]  
(v) Option Exercise Date(s): [•]  
(vi) If redeemable in part:  
(a) Minimum nominal amount to be redeemed: [•]  
(b) Maximum nominal amount to be redeemed: [•]  
(vii) Notice period (if other than as set out in the Conditions): [•]

21. Redemption at the Option of Noteholders [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): [•] per Note of [•] specified denomination  
(iii) Description of any other Noteholders' option: [•]  
(iv) Option Exercise Date(s): [•]  
(v) Noteholders' Option Period: [•]  
(vi) Notice period (if other than as set out in the Conditions): [•]

22. Final Redemption Amount of each Note\*\* [[•] per Note of [•] specified denomination /other/see Appendix]

In cases where the Final Redemption Amount is Index-Linked or other variable-linked:

(i) Index/Formula/variable: [give or annex details/See paragraph [31/32] below (if applicable)]

(ii) Calculation Agent responsible for calculating the Final Redemption Amount: [•]

(iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable: [•]

(iv) Determination Date(s): [•]

(v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [•]

(vi) Payment Date: [•]

(vii) Minimum nominal amount to be redeemed: [•]

(viii) Maximum nominal amount to be redeemed: [•]

23. Early Redemption Amount\*\* [•]

(i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons (Condition 6(b)) or on Event of Default (Condition 10(a) Unsubordinated Notes) or other early redemption and/or the method of calculating the same (if required or if different from

\*\* If the Final Redemption Amount is less than 100 per cent. of the nominal value the Notes will be 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.

that set out in the Conditions):

- (ii) Redemption for taxation reasons permitted on days others than Interest Payment Dates (Condition 6(b)) [Yes/No]
- (iii) Unmatured Coupons to become void upon early redemption (Condition 7(f)) [Yes/No/Not Applicable]

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes: **Bearer Notes:**
- [temporary Global Note exchangeable for a permanent Global Note which is exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the permanent Global Note]
  - [temporary Global Note exchangeable for Definitive Notes on [•] days' notice]
  - [permanent Global Note exchangeable for Definitive Notes on [•] days' notice/at any time/in the limited circumstances specified in the permanent Global Note]
  - [Registered Notes]
- New Global Note: **[Yes]/[No]**\*\*\*
25. Additional Business Day Jurisdiction(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 items 15(ii), 16(ii) and 18(vii) relate]*
26. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No/Not Applicable. *If yes, give details]*
27. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay: [Not Applicable/give details]

\*\*\* You should only elect "yes" opposite "New Global Note" if you have elected "yes" to the Section in Part B under the heading "Operational Information" entitled "Intended to be held in a manner which would allow Eurosystem eligibility".

28. Details relating to Instalment Notes: [Not Applicable/*give details*]  
amount of each instalment, date on which each payment is to be made:
29. Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition 1] [annexed to these Final Terms] apply]
30. Consolidation provisions: [Not Applicable/The provisions [in Condition 13] [annexed to these Final Terms] apply]
31. Further provisions applicable to Equity Linked Notes: [Not] Applicable  
*(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Automatic Early Redemption Amount<sup>\*\*</sup>: [Not Applicable / *specify*]
  - (ii) Automatic Early Redemption Date(s): [Not Applicable / *specify*]
  - (iii) Automatic Early Redemption Event: [Not Applicable / *specify* / [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]]
  - (iv) Automatic Early Redemption Price: [Not Applicable / *specify*]
  - (v) Automatic Early Redemption Rate: [Not Applicable / *specify*]
  - (vi) Automatic Early Redemption Valuation Date(s): [Not Applicable / *specify*]
  - (vii) Averaging Dates: [Not Applicable / *specify*]
  - (viii) Company: [Not Applicable / *specify*]
  - (ix) Exchange: [Not Applicable / *specify*]
  - (x) Initial Price: [Not Applicable / *specify*]
  - (xi) Integral Number of Shares: [Not Applicable / *specify*]
  - (xii) Knock-in Event: [Not Applicable / *specify* / [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]]
  - (xiii) Knock-in Period Beginning Date: [Not Applicable / *specify*]
  - (xiv) Knock-in Period Beginning Date Scheduled Trading Day Convention: [Not Applicable / *specify*]
  - (xv) Knock-in Period Ending Date: [Not Applicable / *specify*]

<sup>\*\*</sup> If the Final Redemption Amount is less than 100% of the nominal value the Notes will be 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.



(xvi)	Knock-in Period Ending Date Scheduled Trading Day Convention:	[Not Applicable / <i>specify</i> ]
(xvii)	Knock-in Price:	[Not Applicable / <i>specify</i> ]
(xviii)	Knock-in Valuation Time:	[Not Applicable / <i>specify</i> ]
(xix)	Knock-out Event:	[Not Applicable / <i>specify</i> / [“greater than”/“greater than or equal to”/“less than”/“less than or equal to”]]
(xx)	Knock-out Period Beginning Date:	[Not Applicable / <i>specify</i> ]
(xxi)	Knock-out Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable / <i>specify</i> ]
(xxii)	Knock-out Period Ending Date:	[Not Applicable / <i>specify</i> ]
(xxiii)	Knock-out Period Ending Date Scheduled Trading Day Convention:	[Not Applicable / <i>specify</i> ]
(xxiv)	Knock-out Price:	[Not Applicable / <i>specify</i> ]
(xxv)	Knock-out Valuation Time:	[Not Applicable / <i>specify</i> ]
(xxvi)	Minimum Percentage:	[Not Applicable / <i>specify</i> ]
(xxvii)	Related Exchange:	[Not Applicable / <i>specify</i> ]
(xxviii)	Relevant Number of Shares:	[Not Applicable / <i>specify</i> ]
(xxix)	Residual Number of Shares:	[Not Applicable / <i>specify</i> ]
(xxx)	Share:	[Not Applicable / <i>specify</i> ]
(xxxi)	Specific Number(s):	[Not Applicable / <i>specify in relation to Strike Date and/or Valuation Date and/or Averaging Dates and/or Automatic Early Redemption Dates</i> ]
(xxxii)	Strike Date:	[Not Applicable / <i>specify</i> ]
(xxxiii)	Valuation Date:	[Not Applicable / <i>specify</i> ]
(xxxiv)	Valuation Time:	[Not Applicable / <i>specify</i> ]
(xxxv)	Other provisions:	[Not Applicable / <i>specify</i> ]
32.	Further provisions applicable to Index Linked Notes:	[Not] Applicable <i>(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Type:	[Not Applicable / [Single/Multi] Exchange Index Linked Notes]

(ii)	Automatic Early Redemption Amount:	[Not Applicable / <i>specify</i> ]
(iii)	Automatic Early Redemption Date(s):	[Not Applicable / <i>specify</i> ]
(iv)	Automatic Early Redemption Event:	[Not Applicable / <i>specify</i> ]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
(v)	Automatic Early Redemption Level:	[Not Applicable / <i>specify</i> ]
(vi)	Automatic Early Redemption Rate:	[Not Applicable / <i>specify</i> ]
(vii)	Automatic Early Redemption Valuation Date(s):	[Not Applicable / <i>specify</i> ]
(viii)	Averaging Dates:	[Not Applicable / <i>specify</i> ]
(ix)	Exchange(s):	[Not Applicable / <i>specify</i> ]
(x)	Index:	[Not Applicable / <i>specify</i> ]
(xi)	Index Sponsor:	[Not Applicable / <i>specify</i> ]
(xii)	Initial Level:	[Not Applicable / <i>specify</i> ]
(xiii)	Knock-in Event:	[Not Applicable / <i>specify</i> ]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
(xiv)	Knock-in Level:	[Not Applicable / <i>specify</i> ]
(xv)	Knock-in Period Beginning Date:	[Not Applicable / <i>specify</i> ]
(xvi)	Knock-in Period Beginning Date Scheduled Trading Day Convention:	[Not Applicable / <i>specify</i> ]
(xvii)	Knock-in Period Ending Date:	[Not Applicable / <i>specify</i> ]
(xviii)	Knock-in Period Ending Date Scheduled Trading Day Convention:	[Not Applicable / <i>specify</i> ]
(xix)	Knock-in Price:	[Not Applicable / <i>specify</i> ]
(xx)	Knock-in Valuation Time:	[Not Applicable / <i>specify</i> ]
(xxi)	Knock-out Event:	[Not Applicable / <i>specify</i> ]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"]]
(xxii)	Knock-out Level:	[Not Applicable / <i>specify</i> ]
(xxiii)	Knock-out Period Beginning Date:	[Not Applicable / <i>specify</i> ]
(xxiv)	Knock-out Period	[Not Applicable / <i>specify</i> ]

- Beginning Date Scheduled  
Trading Day Convention:
- (xxv) Knock-out Period Ending Date: [Not Applicable / *specify*]
- (xxvi) Knock-out Period Ending Date Scheduled Trading Day Convention: [Not Applicable / *specify*]
- (xxvii) Knock-out Price: [Not Applicable / *specify*]
- (xxviii) Knock-out Valuation Time: [Not Applicable / *specify*]
- (xxix) Related Exchange(s): [Not Applicable / *specify*]
- (xxx) Specific Number(s): [Not Applicable / *specify in relation to Strike Date and/or Valuation Date and/or Averaging Dates and/or Automatic Early Redemption Dates*]
- (xxxi) Strike Date: [Not Applicable / *specify*]
- (xxxii) Valuation Date: [Not Applicable / *specify*]
- (xxxiii) Valuation Time: [Not Applicable / *specify*]
- (xxxiv) Other provisions: [Not Applicable / *specify*]
33. Other final terms: [Not Applicable/*give details*]  
*(When adding any other final terms consideration should be given as to whether such terms constitute a "significant new factor" and consequently triggers the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)*

## DISTRIBUTION

34. (i) If syndicated, names of Managers: [Not Applicable/*give names*]  
[The following Managers are [subscribing the Notes<sup>9</sup>/procuring subscribers for the Notes<sup>10</sup>]
- (ii) Stabilising Manager(s) (if any): [Not Applicable/*give name*]
35. If non-syndicated, name and address of Dealer: [Not Applicable/*give name and address*]  
[The following Dealer is [subscribing the Notes<sup>1</sup>/procuring subscribers for the Notes<sup>2</sup>]
36. Name and address of any paying agents and depository agents in each country (in addition to the Principal Paying Agent): [•]
37. Additional selling restrictions: [Not Applicable/*give details*]<sup>11</sup>

<sup>9</sup> In the case of an issue of Notes denominated in euro and/or a syndicated issue where at least one of the dealers is a non-French bank.

<sup>10</sup> In the case of an issue of Notes denominated in a currency other than euro where the only dealer(s) is/are French banks.

<sup>11</sup> The French selling restrictions set out in the Programme Agreement have been drafted on the basis that the Notes constitute *obligations*. If this is not the case, the restrictions may need to be altered.

**GENERAL**

- 38. The aggregate principal amount of [•]  
Notes issued has been translated  
into Euro at the rate of [•]  
producing a sum of:
- 39. Applicable TEFRA exemption: [C Rules/D Rules/Not Applicable]

**GUARANTEE**

*Insert if and where applicable:* [The Notes will not have the benefit of the [CDC Guarantee/CNCEP Guarantee]. As a consequence the Notes will be unguaranteed obligations of the Issuer.]

**[LISTING AND ADMISSION TO TRADING APPLICATION**

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the Euro 22,000,000,000 Debt Issuance Programme of IXIS Corporate & Investment Bank.

**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 information inaccurate or misleading. ]

Signed on behalf of IXIS Corporate & Investment Bank:

Duly represented by: .....

## PART B – Other Information

### 1. RISK FACTORS

*[[Insert any risk factors that are material to the Notes being offered and/or admitted to trading in order to assess the market risk associated with these Notes and that may affect the Issuer's ability to fulfil its obligations under the Notes which are not covered under "Risk Factors" in the Base Prospectus. If any such additional risk factors need to be included consideration should be given as to whether they constitute a "significant new factor" and consequently triggers the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.] [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]\*]*

### 2. LISTING

- (i) Listing: [Luxembourg/other (specify)/None]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [●]with effect from [●].] [Not Applicable.]  
*(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)*
- (iii) Estimate of total expenses related to admission to trading: [●]
- [(iv) 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:]  
Where documenting a fungible issue, need to indicate other exchanges or markets on which the original securities are *already listed*

### 3. [RATINGS

Ratings: The Notes to be issued have been rated:

[S & P: [●]]

[Moody's: [●]]

[[Other]: [●]]

*(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.)*

### 4. [NOTIFICATION

*The Commission de Surveillance du Secteur Financier in Luxembourg [has been requested to provide/has provided - include first alternative for an issue which is contemporaneous with the*

\* Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies.

*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 for any fees payable to the Dealers, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."/][•] [Amend as appropriate if there are other interests].*

**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.]*

*(Only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)*

**7. [Fixed Rate Notes only – YIELD**

Indication of yield:

[•]

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

**8. [Index-Linked or other variable-linked Notes only – PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING**

*Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not*

*composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]\**

**9. [Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE**

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained.]

**10. [Terms and Conditions of the Offer]**

The time period, including any possible amendments, during which the offer will be open and description of the application process: [•]

Details of the minimum and/or maximum amount of application:<sup>12</sup> [•]

Details of method and time limits for paying up and delivering securities: [•]

Manner and date in which results of the offer are to be made public: [•]

Categories of potential investors to which the securities are offered:<sup>13</sup> [•]

*[For example:*

*“Legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities.*

*Any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than A43,000,000 and (3) an annual net turnover of more than A50,000,000, as shown in its last annual or consolidated accounts.”]*

Process for notification to applicants of the amount allotted and indication whether dealing may begin before notification is made: [•]

\* Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies

<sup>12</sup> Whether in number of securities or aggregate amount to invest.

<sup>13</sup> If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche.

Details of any post-issuance information to be provided and where such information can be obtained: [•]

#### 11. OPERATIONAL INFORMATION

Intended to be held in a manner which would allow Eurosystem eligibility: [Yes] [No].  
[Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.][include this text if “yes” selected in which case the Notes must be issued in NGN form]

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 and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

Delivery: Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) (if any): [•]

The aggregate nominal amount of Notes issued has been translated into Euro at the rate of Euro 1 to [ ], producing a sum of: Euro [ ]



## General Information

- 1 IXIS CIB has obtained all necessary consents, approvals and authorisations in connection with this issue and performance of the Notes. The issue of Notes under the Programme was authorised on 2 November 2004 by the *Directoire* of IXIS CIB.
- 2 The Issuer appears on the Register of the FSA (appearing on its website) as a European authorised institution deemed to be authorised under Section 31(1)(b) of the Financial Services and Markets Act 2000, to accept deposits in the U.K.
- 3 Except as disclosed in this Base Prospectus, there has been no significant change in the financial or trading position of IXIS CIB since 30 June 2006, and there has been no material adverse change in the prospects of IXIS CIB or its Group since 31 December 2005.
- 4 There are no governmental, legal or arbitration proceedings pending or, to IXIS CIB's knowledge, threatened against IXIS CIB or any subsidiary of IXIS CIB during the 12 months prior to the date hereof which may have or have had in such period a significant effect, in the context of the issue of the Notes, on the financial position or profitability of IXIS CIB or its Group.
- 5 Each Bearer Note, Receipt, 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". Each Bearer Note with a maturity date of 183 days or less and a principal amount of \$500,000 or more (or its equivalent in another currency) will bear the following legend: "By accepting this obligation, the holder represents and warrants that it is not a United States person (other than an exempt recipient described in Section 6049(b)(4) of the Internal Revenue Code and regulations thereunder) and that it is not acting for or on behalf of a United States person (other than an exempt recipient described in Section 6049(b)(4) of the Internal Revenue Code and the regulations thereunder)."
- 6 Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems and, where applicable, Euroclear France. The Common Code and the International Securities Identification Number (ISIN) for each Series of Notes or (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.
- 7 Copies of the latest two annual reports and non-consolidated and consolidated accounts, and semi-annual consolidated accounts of the Issuer as soon as published may be obtained and copies of the Agency Agreement (including the Deed of Covenant), the Guarantees, this Base Prospectus, any supplement hereto, each Final Terms prepared in relation to an issue of Notes listed on the Regulated Market of the Luxembourg Stock Exchange and the *statuts* of the Issuer will be available for inspection, at the specified offices of each of the Paying Agents during normal business hours, so long as any of the Notes is outstanding. IXIS CIB does not prepare semi-annual non-consolidated accounts. The accounts have been prepared in accordance with French GAAP. The financial statements of the Issuer for the six-month period ending 30 June 2006 have been prepared in accordance with IFRS.
- 8 Copies of this Base Prospectus shall be available for viewing on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).
- 9 CDC and CNCE each has given certain undertakings to IXIS CIB, each as described under "IXIS Corporate & Investment Bank – CDC Guarantee, CNCE Guarantee – *Cautionnement Solidaire*" above.
- 10 The Issuer has agreed that, for so long as any Notes issued by it are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, it will, during any period in which it is neither subject to Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, provide to

any holder or beneficial owner of such restricted securities or to any prospective purchaser of such restricted securities designated by such holder or beneficial owner, in each case upon the request of such holder, beneficial owner or prospective purchaser, the information required to be provided by Rule 144A(d)(4) under the Securities Act.

- 11 This Base Prospectus has not been submitted to the clearance procedures of the AMF.

**REGISTERED OFFICE OF THE ISSUER**

**IXIS Corporate & Investment Bank**

47, quai d'Austerlitz  
75648 Paris Cedex 13

**ARRANGERS**

**IXIS Corporate & Investment Bank**

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**J.P. Morgan Securities Ltd.**

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**DEALERS**

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**Goldman Sachs International**

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London EC2Y 5AJ

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**Mizuho International plc**

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**Morgan Stanley & Co. International Limited**

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**Nomura International plc**

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**UBS Limited**

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Canada Square  
Canary Wharf  
London E14 5LB

**REGISTRAR, CALCULATION AGENT AND TRANSFER AGENT**

**Citibank, N.A., London**  
21st Floor, Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB

**PAYING AGENT AND TRANSFER AGENT**

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L-2951 Luxembourg

**LUXEMBOURG LISTING AGENT**

**Fortis Banque Luxembourg SA**  
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L-2951 Luxembourg

**STATUTORY AUDITORS**

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**Mazars & Guérard**  
Exaltis  
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