



Crédit Agricole S.A.

**EUR 500,000,000 Undated Deeply Subordinated Fixed to Floating Rate Notes**

**Issue price: 100%**

The EUR 500,000,000 Undated Deeply Subordinated Fixed to Floating Rate Notes (the “**Notes**”) of Crédit Agricole S.A. (the “**Issuer**”) were issued on September 30, 2008 (the “**Issue Date**”) and bear interest at a fixed rate of 10.653 per cent per annum from and including the Issue Date to but excluding September 30, 2018, payable annually in arrear, beginning on September 30, 2009. Thereafter the Notes will bear interest at a floating rate per annum equal to three-month EURIBOR plus 6.80 per cent per annum, payable quarterly in arrear on March 31, June 30, September 30 and December 31 of each year, beginning on December 31, 2018.

Payment of interest on the Notes will be compulsory if the Issuer pays dividends on its ordinary shares and in certain other circumstances described herein. Otherwise, the Issuer may elect, and in certain circumstances shall be required, not to pay interest falling due on the Notes. Any interest not paid shall be forfeited and no longer be due and payable by the Issuer. Interest accrued may also be reduced and forfeited if the Issuer’s consolidated regulatory capital falls below required levels and in certain other circumstances. (See “Terms and Conditions of the Notes – Interest and Interest Suspension”).

The Notes are undated and have no final maturity. The Notes may, at the option of the Issuer but subject to the prior approval of the *Secrétariat général de la Commission bancaire* (“**SGCB**”), be redeemed at par (in whole but not in part) on September 30, 2018 and on any Interest Payment Date thereafter. In addition, the Notes may, in case of certain tax or regulatory events, be redeemed at other times (in whole but not in part), subject to the prior approval of the SGCB. The principal amount of each Note may be written down to a minimum amount of one cent of one euro if the Issuer’s consolidated regulatory capital falls below required levels, subject to reinstatement in certain cases described herein. The Notes are subordinated to substantially all of the Issuer’s other obligations, including in respect of ordinarily subordinated debt instruments. (See “Terms and Conditions of the Notes – Status of the Notes and Subordination”).

The Luxembourg *Commission de Surveillance du Secteur Financier* (the “**CSSF**”) is the competent authority in Luxembourg for the purpose of Directive n°2003/71/EC (the “**Prospectus Directive**”) and the Luxembourg law on prospectuses for securities of July 10, 2005, for the purpose of approving this Prospectus. Application has been made for the Notes to be listed on the Official List of the Luxembourg Stock Exchange (the “**Luxembourg Stock Exchange**”) and to be traded on the regulated market of the Luxembourg Stock Exchange, which is an EU regulated market within the meaning of Directive 2004/39/EC (the “**EU regulated market of the Luxembourg Stock Exchange**”). This Prospectus has been prepared solely in connection with such application for listing and admission to trading, and not in connection with any offer of the Notes, which were offered and sold on the Issue Date in a transaction not requiring a prospectus in accordance with the Prospectus Directive.

The Notes have been assigned a rating of “A” by Standard & Poor’s Ratings Services, a division of the McGraw-Hill Companies, Inc., “Aa3” by Moody’s Investor Service, Inc. and “A+” by Fitch Ratings. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the relevant rating organisation.

**See “Risk Factors” below for certain information relevant to an investment in the Notes.**

The Notes have been accepted for clearance through Euroclear France S.A. (“**Euroclear France**”), Clearstream Banking, société anonyme (“**Clearstream Luxembourg**”) and Euroclear Bank S.A./N.V., (“**Euroclear**”). The Notes were entered on the Issue Date (*inscrites en compte*) in the books of Euroclear France which credited the accounts of the Account Holders (as defined in “Terms and Conditions of the Notes - Form, Denomination and Title” below).

The Notes were issued in dematerialised bearer form in the denomination of €50,000 each. The Notes will at all times be represented in book entry form (*dématérialisé*) in the books of the Account Holders in compliance with article L.211-4 of the French *Code monétaire et financier*. No physical document of title will be issued in respect of the Notes.

This Prospectus has not been submitted to the approval of the *Autorité des marchés financiers*.

**LEAD MANAGER**

**CALYON Crédit Agricole CIB**

**Prospectus dated October 13, 2008. The Prospectus constitutes a prospectus for the purpose of Article 5.4 of the Prospectus Directive.**

## **RESPONSIBILITY STATEMENT**

The Issuer (whose registered office appears on page 39 of this document) accepts responsibility for the information contained (or incorporated by reference) in this Prospectus. The Issuer, having taken all reasonable care to ensure that such is the case, confirms that the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and contains no omission likely to affect its import.

This Prospectus has been prepared for the purpose of giving information with regard to the Issuer and the Notes and the listing of the Notes on the Official List of the Luxembourg Stock Exchange. No person has been authorised to give any information or to make any representations other than those contained in this Prospectus, and, if given or made, such information or representations must not be relied upon as having been authorised by the Issuer. This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any securities. The delivery of this Prospectus shall not create, under any circumstances, any implication that there has been no change in the affairs of the Issuer since the date hereof or that the information contained herein is correct as of any time subsequent to its date.

**INVESTORS SHOULD SATISFY THEMSELVES THAT THEY UNDERSTAND ALL THE RISKS ASSOCIATED WITH MAKING INVESTMENTS IN THE NOTES. PROSPECTIVE INVESTORS THAT HAVE ANY DOUBT WHATSOEVER AS TO THE RISKS INVOLVED IN INVESTING IN THE NOTES SHOULD CONSULT THEIR PROFESSIONAL ADVISORS.**

This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or any of its affiliates to purchase, any Notes in any jurisdiction by any person to whom it is unlawful to make such an offer or invitation in such jurisdiction. This Prospectus may only be used for the purposes for which it has been published.

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

References herein to “EUR”, “euro” and “€” are to the single currency introduced at the start of the third stage of European Economic and Monetary Union of January 1, 1999.

## TABLE OF CONTENTS

	<b><u>Page</u></b>
Responsibility Statement.....	i
General Description.....	1
Risk Factors.....	8
Documents Incorporated by Reference .....	10
Recent Developments.....	15
Terms and Conditions of the Notes .....	16
Use of Proceeds.. ..	32
Taxation.. ..	33
Subscription.....	37
General Information .....	38

## GENERAL DESCRIPTION

*The following overview is qualified in its entirety by the remainder of this Prospectus, including all information incorporated by reference herein.*

### The Issuer

Crédit Agricole S.A. is the lead bank of the Crédit Agricole Group, which is France's largest banking group, and one of the largest in the world based on shareholders' equity. As at December 31, 2007, Crédit Agricole S.A. had total consolidated assets of €1,414.2 billion, €40.7 billion in shareholders' equity (excluding minority interests), €368.5 billion in customer deposits (excluding repurchase agreements and insurance accounts) and €614 billion in assets under management.

Crédit Agricole S.A., formerly known as the Caisse Nationale de Crédit Agricole ("CNCA"), was created by public decree in 1920 to distribute advances to and monitor a group of regional mutual banks known as the "Caisses Régionales" (or "Regional Banks") on behalf of the French State. In 1988, the French State privatized CNCA in a mutualization process, transferring most of its interest in CNCA to the Regional Banks. In 2001, Crédit Agricole S.A. was listed on Euronext Paris. At the time of the listing, Crédit Agricole S.A. acquired 25% interests in all Regional Banks except the Caisse Régionale of Corsica (Crédit Agricole S.A. acquired 100% of the Caisse Régionale of Corsica in 2008). As of June 30, 2008, there were 39 Regional Banks including the Caisse Régionale of Corsica (wholly-owned by Crédit Agricole S.A.) and 38 Regional Banks in which Crédit Agricole S.A. holds 25% interests.

Crédit Agricole S.A. acts as the central bank of the Crédit Agricole Group, coordinates its sales and marketing strategy, ensures the liquidity and solvency of each of the entities in the Crédit Agricole Network (which is defined by law to include primarily the Regional Banks and their subsidiaries) and, through its specialized subsidiaries, designs and manages financial products that are distributed primarily by the Regional Banks and LCL (formerly Crédit Lyonnais). At the same time, the Regional Banks have extended a joint and several general guarantee which covers the obligations of Crédit Agricole S.A. to third parties. Through these reciprocal support mechanisms, the levels of risks incurred by creditors of Crédit Agricole S.A. and by those of the Regional Banks have become identical. As a result, the credit ratings of the rated Regional Banks and Crédit Agricole S.A. are identical.

Crédit Agricole S.A. operates two French retail banking networks. The first consists of the Regional Banks, 38 of which are 25%-owned by Crédit Agricole S.A. (through equity accounted, non-voting shares) and one, the Caisse Régionale of Corsica, which was fully consolidated as of January 1, 2008. The second consists of the LCL retail banking network, which is fully consolidated. In addition to retail banking services, the two networks offer products furnished by Crédit Agricole S.A.'s fully consolidated subsidiaries in life and non-life insurance, asset management, consumer credit, leasing, payment and factoring services.

Crédit Agricole S.A.'s specialized financial services segment includes consumer credit and specialized financing to businesses in the form of factoring and lease finance. The Crédit Agricole S.A. Group's corporate and investment banking segment conducts both financing activities and capital markets and investment banking activities. Through its asset management, insurance and private banking segment, the Crédit Agricole S.A. Group is a leading mutual fund manager and insurance provider in France and offers private banking services in France, Switzerland, Luxembourg and Monaco. The Crédit Agricole S.A. Group's international retail banking segment reflects its international expansion through acquisitions in Europe (in particular in Greece, Italy and Poland), a presence in Africa, and alliances and participations in Portugal.

### Capital Adequacy Ratios

Crédit Agricole Group's consolidated capital adequacy ratio as of December 31, 2007 was 9.6 per cent, including a Tier 1 ratio of 7.4 per cent. Crédit Agricole S.A.'s consolidated capital adequacy ratio for the same period was 8.6 per cent, including a Tier 1 ratio of 8.1 per cent.

As of June 30, 2008, Crédit Agricole Group's consolidated capital adequacy ratio was 10 per cent, including a Tier 1 ratio of 8.3 per cent. Crédit Agricole S.A.'s consolidated capital adequacy ratio for the same period was 9.6 per cent, including a Tier 1 ratio of 8.9 per cent. Since January 1, 2008, the capital adequacy

ratios are calculated pursuant to the European Capital Requirements Directive (Basel II). The June 30, 2008 ratios take into account the rights issue that was subscribed in June 2008 with a settlement date of July 7, 2008.

## The Notes

For a more complete description of the Notes, including the definitions of capitalised terms used but not defined in this Section, see “Terms and Conditions of the Notes”.

<b>Issuer:</b>	Crédit Agricole S.A.
<b>Description:</b>	EUR 500,000,000 Undated Deeply Subordinated Fixed to Floating Rate Notes, the proceeds of which constitute Tier 1 Capital, subject to the limits on the portion of the Issuer’s Tier 1 capital that may consist of hybrid securities in accordance with Applicable Banking Regulations as interpreted by the <i>Secrétariat général de la Commission bancaire</i> (the “SGCB”).
<b>Subscription</b>	The Notes were fully subscribed on their Issue Date (as defined below) in a private placement exempt from the prospectus requirements of the Prospectus Directive. This Prospectus is being prepared solely in connection with the application for the listing of the Notes on the Luxembourg Stock Exchange and the admission of the Notes for trading on the EU regulated market of the Luxembourg Stock Exchange.
<b>Lead Manager:</b>	CALYON
<b>Principal Amount:</b>	EUR 500,000,000
<b>Issue Price:</b>	100 per cent.
<b>Fiscal Agent, Principal Paying Agent and Calculation Agent:</b>	CACEIS Corporate Trust S.A.
<b>Paying Agent in Luxembourg:</b>	CACEIS Bank Luxembourg.
<b>Denomination:</b>	€0,000.
<b>Maturity:</b>	The Notes are undated perpetual obligations in respect of which there is no fixed redemption or maturity date.
<b>Status of the Notes:</b>	The Notes are deeply subordinated notes issued pursuant to the provisions of Article L.228-97 of the French <i>Code de commerce</i> , as amended in particular by law no. 2003-706 on financial security dated August 1, 2003.

The principal and interest on the Notes (which constitute *obligations* under French law) are direct, unconditional, unsecured, undated and deeply subordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and with all other present and future Deeply Subordinated Obligations and Support Agreement Claims, senior to the principal in respect of the T3CJ of the Issuer, and shall be subordinated to the present and future *prêts participatifs* granted to the Issuer and present and future *titres participatifs*, Ordinarily Subordinated Obligations and Unsubordinated Obligations of the Issuer.

In the event of liquidation of the Issuer, the Notes shall rank in priority to any payments to holders of any classes of share capital issued by the Issuer and any reimbursement of the T3CJ (as defined in the “Terms



and Conditions of the Notes- Definitions”).

There will be no limitations on issuing debt, at the level of the Issuer or of any consolidated subsidiaries.

**Regulatory Treatment:**

The net proceeds of the issue of the Notes will be treated, for regulatory purposes, as consolidated *fonds propres de base* for the Issuer, subject to the limits on the portion of the Issuer’s *fonds propres de base* that may consist of hybrid securities in accordance with Applicable Banking Regulations (the “**Hybrid Securities Limit**”) as interpreted by the SGCB. *Fonds propres de base* (“**Tier 1 Capital**”) shall have the meaning given to it in Article 2 of Règlement no. 90-02 dated February 23, 1990, as amended, of the *Comité de la Réglementation Bancaire et Financière* (the “**CRBF Regulation**”) or otherwise recognised as *fonds propres de base*. The CRBF Regulation should be read in conjunction with the press release of the Bank for International Settlements dated October 27, 1998 concerning instruments eligible for inclusion in Tier 1 Capital (the “**BIS Press Release**”).

**Interest:**

Interest will be payable on the following dates:

- (i) in respect of the period from and including September 30, 2008 (the “**Issue Date**”) up to but excluding September 30, 2018, at a rate per annum of 10.653 per cent payable annually in arrear on September 30 of each year, commencing on September 30, 2009; and
- (ii) in respect of the period from and including September 30, 2018, quarterly in arrear on March 31, June 30, September 30 and December 31, commencing on December 31, 2018, at a rate per annum equal to three-month EURIBOR plus 6.80 per cent per annum.

**Payments of Interest:**

The payment of interest will be mandatory on a Compulsory Interest Payment Date (as defined below). Interest in respect of the Notes on any other Interest Payment Date (an “**Optional Interest Payment Date**”) may be forfeited under the circumstances described herein.

“**Compulsory Interest Payment Date**” means each Interest Payment Date as to which at any time during a period of one-year prior to such Interest Payment Date:

- (a) the Issuer has declared or paid a dividend (whether in cash, shares or any other form but excluding a dividend paid in additional shares), or more generally made a payment of any nature, on any class of share capital or on other equity securities issued by the Issuer, or on the T3CJ, or on Deeply Subordinated Obligations or under any Support Agreement, in each case to the extent categorised as Tier 1 Capital, unless such payment on Deeply Subordinated Obligations or under Support Agreements was required to be made as a result of a dividend or other payment having been made on any class of share capital or on other equity securities, or on any Deeply Subordinated Obligations issued by the Issuer, or on any Parity Securities; or
- (b) the Issuer has redeemed, repurchased or otherwise acquired any class of its share capital, or the T3CJ, by any means, with the exception of repurchases of share capital for purposes of making shares available to cover employee stock option, stock attribution

or stock purchase programmes, regularisation of the Issuer's share price, investment activities or holding shares with a view to their resale or exchange, particularly in connection with external growth transactions or the issuance of securities convertible into or exchangeable for the Issuer's share capital; or

- (c) any subsidiary of the Issuer has declared or paid a dividend on any Parity Securities, unless such dividend was required to be paid as a result of a dividend or other payment having been made on any class of share capital or on other equity securities, or on any Deeply Subordinated Obligations issued by the Issuer, or on any other Parity Securities qualifying as consolidated Tier 1 Capital of the Issuer.

provided, however, that if a Supervisory Event occurred prior to such Interest Payment Date and is continuing, such Interest Payment Date shall only be a Compulsory Interest Payment Date if such Supervisory Event had occurred prior to the relevant event described in subparagraph (a), (b) or (c) above.

On any Interest Payment Date which is not a Compulsory Interest Payment Date (i.e. an Optional Interest Payment Date), the Issuer may, at its option, elect not to pay interest in respect of the Notes accrued to that date with a view to restoring its regulatory capital to allow the Issuer to ensure continuity of its activities without weakening its financial structure. Any interest not paid on such date shall be forfeited and no longer be due and payable by the Issuer

In the event that a Supervisory Event has occurred during the Interest Period immediately preceding an Optional Interest Payment Date, the amount of Accrued Interest (*i.e.* interest accruing since the beginning of such Interest Period), if any, in respect of each Note shall automatically be suspended, and no interest on the Notes shall accrue or be payable by the Issuer with respect to the remaining period in such Interest Period or any other Interest Period during the period starting on the date of the Supervisory Event and ending on the date of the End of Supervisory Event, unless an event triggering a Compulsory Interest Payment Date subsequently occurs.

Such Accrued Interest may be paid on the next succeeding Optional Interest Payment Date occurring as from the date of the End of Supervisory Event.

**Loss Absorption Upon Supervisory Event:**

The amount of Accrued Interest, if any, and thereafter, if necessary, the Current Principal Amount of the Notes may be reduced following a Supervisory Event (unless the Issuer first completes a capital increase or certain other transactions). The amount by which Accrued Interest and, as the case may be, the then Current Principal Amount are reduced, will be equal to the amount of the insufficiency of the share capital increase or any other proposed measures aiming at an increase of the Tier 1 Capital to remedy the Supervisory Event. For the avoidance of doubt, the first remedy to the capital deficiency event will be a share capital increase. See "Terms and Conditions of the Notes – Loss Absorption and Return to Financial Health".

**Supervisory Event:**

Supervisory Event means the first date on which either of the following events occurs:

- (a) the total risk-based consolidated capital ratio of the Issuer,

calculated in accordance with the Applicable Banking Regulations, falls below the minimum percentage required in accordance with Applicable Banking Regulations; or

- (b) the notification by the SGCB to the Issuer that the SGCB has determined, in its sole discretion, in view of the deteriorating financial condition of the Issuer, that the foregoing paragraph (a) of this definition would apply in the near term.

A Supervisory Event shall be deemed to occur pursuant to paragraph (a) above on the date on which the Issuer determines that the total risk-based consolidated capital ratio has fallen below the relevant level.

**End of Supervisory Event:**

End of Supervisory Event means, following a Supervisory Event, the first date on which either of the following events occurs:

- (a) if the Supervisory Event occurred pursuant to paragraph (a) of the definition of Supervisory Event, the total risk-based consolidated capital ratio of the Issuer, calculated in accordance with the Applicable Banking Regulations, complies with the minimum percentage required in accordance with Applicable Banking Regulations; or
- (b) if the Supervisory Event occurred pursuant to paragraph (b) of the definition of Supervisory Event, the notification by the SGCB to the Issuer that it has determined, in its sole discretion, in view of the financial condition of the Issuer, that the circumstances which resulted in the Supervisory Event have ended.

An End of Supervisory Event shall be deemed to occur pursuant to paragraph (a) above on the date on which the Issuer determines that the total risk-based consolidated capital ratio has been restored to the relevant level.

**Return to Financial Health:**

Return to Financial Health means a positive Consolidated Net Income recorded for at least two consecutive financial years reported following the End of Supervisory Event. The Current Principal Amount of the Notes may be reinstated following a Return to Financial Health, to the extent any such reinstatement does not trigger the occurrence of a Supervisory Event.

Whether or not a Return to Financial Health has occurred, the Issuer shall increase the Current Principal Amount of the Notes up to the Original Principal Amount in certain circumstances, including payment of dividends on share capital, redemption of the Notes or liquidation of the Issuer.

**Early Redemption:**

The Notes may be redeemed (in whole but not in part) on September 30, 2018 and on any Interest Payment Date thereafter, at the option of the Issuer. Any such redemption will be at the Original Principal Amount.

The Issuer will also have the right, and in certain circumstances the obligation, to redeem the Notes at par at any time (in whole but not in part) in case of imposition of withholding tax. In case of loss of deductibility for corporate income tax purposes and in case of loss of Tier 1 Capital status (except as a result of the application of the Hybrid

Securities Limit), the Issuer will have the right to redeem the Notes at any time (in whole but not in part) up to and including the First Call Date at a price equal to the greater of (i) the Base Redemption Price and (ii) the Make-Whole Amount.

Any early redemption is subject to the prior approval of the SGCB.

<b>Taxation:</b>	The Notes benefit from an exemption from withholding tax as provided in “Terms and Conditions of the Notes”. If French law shall require any such deduction, the Issuer shall, to the extent permitted by law and subject to certain exceptions, pay additional amounts.
<b>Negative Pledge:</b>	There is no negative pledge in respect of the Notes.
<b>Event of Default:</b>	There will be an event of default in the event of the judicial liquidation ( <i>liquidation judiciaire</i> ) or liquidation for any other reason of the Issuer, in which case the rights of the Noteholders will be to the Original Principal Amount of the Notes plus accrued and unpaid Interest.
<b>Representation of Noteholders:</b>	The Noteholders will be grouped automatically for the defence of their respective common interests in a <i>masse</i> governed by the provisions of the French <i>Code de commerce</i> (the “ <b>Masse</b> ”). The Masse will be a separate legal entity, and will be acting in part through one representative (the “ <b>Representative</b> ”) and in part through a general assembly of the Noteholders.
<b>Form of Notes:</b>	<p>The Notes upon issue were entered in the books of Euroclear France, which will credit the accounts of the Account Holders, including Euroclear and the depositary bank for Clearstream Luxembourg.</p> <p>The Notes were issued in bearer dematerialised form (<i>au porteur</i>) and will at all times be represented in book entry form in compliance with article L.211-4 of the <i>Code monétaire et financier</i>. No physical document of title will be issued in respect of the Notes.</p>
<b>Listing and admission to trading:</b>	Application has been made for the Notes to be listed on the Official List of the Luxembourg Stock Exchange and to be traded on the EU regulated market of the Luxembourg Stock Exchange.
<b>Rating:</b>	The Notes have been assigned upon issue a rating of “Aa3” by Moody’s Investors Service, Inc., “A” by Standard & Poor’s Ratings Group and “A+” by Fitch Ratings.
<b>Governing Law:</b>	French law.

## **RISK FACTORS**

*Prior to making an investment decision, prospective investors should consider carefully all of the information set out and incorporated by reference in this Prospectus, including in particular the following risk factors. This section is not intended to be exhaustive and prospective investors should make their own independent evaluations of all risk factors and should also read the detailed information set out elsewhere in this Prospectus. Terms defined in “Terms and Conditions of the Notes” below shall have the same meaning where used below. Certain risk factors relating to the Issuer, its operations and its structure are incorporated by reference in this Prospectus. See “Documents Incorporated by Reference”.*

### **Risks Related to the Notes**

#### **The Notes are Deeply Subordinated Obligations**

The Issuer’s obligations under the Notes are deeply subordinated obligations of the Issuer which are the most junior debt instruments of the Issuer, ranking *pari passu* among themselves and with all other present and future claims against the Issuer pursuant to Support Agreements and with Deeply Subordinated Obligations of the Issuer, senior to the principal in respect of the T3CJ of the Issuer, and subordinated to and ranking behind the claims of all other unsubordinated and ordinarily subordinated creditors of the Issuer, lenders in relation to *prêts participatifs* granted to the Issuer and holders of *titres participatifs* issued by the Issuer. The Issuer’s obligations under the Notes rank in priority only to any classes of shares of the Issuer, and the principal in respect of the T3CJ.

#### **Write-down mechanism following Supervisory Event**

The Notes were issued for capital adequacy regulatory purposes with the intention and purpose of being eligible as Tier 1 Capital for the Issuer, subject to the limits on the portion of the Issuer’s Tier 1 capital that may consist of hybrid securities in accordance with Applicable Banking Regulations and the interpretations of the SGCBC. Such eligibility depends upon a number of conditions being satisfied and which are reflected in the terms and conditions of the Notes. One of these relates to the ability of the Notes and the proceeds of their issue to be available to absorb any losses of the Issuer. Accordingly, in certain circumstances and/or upon the occurrence of certain events, payments of interest under the Notes may be restricted and, in certain cases, forfeited and the amount of Accrued Interest and the Current Principal Amount of the Notes may be reduced.

#### **Restrictions on Payment**

For so long as the compulsory interest provisions do not apply, the Issuer may elect, and in certain circumstances shall be required, not to pay interest falling due on the Notes on any Interest Payment Date. Any interest not so paid on any such Interest Payment Date shall be forfeited and shall therefore no longer be due and payable by the Issuer, save as otherwise provided. See “Terms and Conditions of the Notes – Interest and Interest Suspension”.

In addition, in certain circumstances, payment of interest will be suspended automatically upon the occurrence of a Supervisory Event. See “Terms and Conditions of the Notes – Interest and Interest Suspension”.

The Accrued Interest and the Current Principal Amount of the Notes may be reduced, as required, on one or more occasions following a Supervisory Event. See “Terms and Conditions of the Notes – Loss Absorption and Return to Financial Health”.

#### **No Limitation on Issuing Debt**

There is no restriction on the amount of debt which the Issuer may issue or guarantee. The Issuer and its subsidiaries and affiliates may incur additional indebtedness or grant guarantees in respect of indebtedness of third parties, including indebtedness or guarantees that rank senior in priority of payment to the Notes. If the Issuer’s financial condition were to deteriorate, the Noteholders could suffer direct and materially adverse consequences, including suspension of interest and reduction of interest and principal and, if the Issuer were liquidated (whether voluntarily or involuntarily), loss by Noteholders of their entire investment.

### **Undated Securities**

The Notes are undated securities, with no specified maturity date. The Issuer is under no obligation to redeem the Notes at any time (except as provided in “Terms and Conditions of the Notes – Redemption and Purchase”). The Noteholders have no right to require redemption of the Notes, except if a judgment is issued for the insolvent judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason. See “Terms and Conditions of the Notes - Event of Default” below.

### **Redemption Risk**

The Notes are undated obligations in respect of which there is no fixed redemption date. Nevertheless, the Notes may be redeemed at the option of the Issuer, in whole but not in part, (i) on the First Call Date and on any Interest Payment Date thereafter and (ii) at any time for certain tax or regulatory reasons. See “Terms and Conditions of the Notes – Redemption and Purchase”. In certain circumstances for tax reasons (see “Terms and Conditions of the Notes – Redemption and Purchase”), the Issuer will be required to redeem the Notes in whole (but not in part). In each case, early redemption of the Notes is subject to the prior approval of the *Secrétariat général de la Commission bancaire*. There can be no assurance that, at the relevant time, Noteholders will be able to reinvest the amounts received upon redemption at a rate that will provide the same return as their investment in the Notes.

### **No Prior Market for the Notes**

There is currently no existing market for the Notes, and there can be no assurance that any market will develop for the Notes or that Noteholders will be able to sell their Notes in the secondary market. There is no obligation to make a market in the Notes. Application has been made for the Notes to be listed on the Official List of the Luxembourg Stock Exchange and to be traded on the EU regulated market of the Luxembourg Stock Exchange. There is no assurance of when such listing will be effective or whether such listing will be granted at all.

## DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the following English-language documents which have been previously published or are published simultaneously with this Prospectus and that have been filed with the Luxembourg competent authority for the purpose of the Prospectus Directive and the relevant implementing measures in the Grand Duchy of Luxembourg, and shall be incorporated in, and form part of, this Prospectus (together, the “**Documents Incorporated by Reference**”):

- (a) The following section of the Issuer’s Base Prospectus, dated June 13, 2008, relating to the Issuer’s Euro Medium Term Note Programme (the “**EMTN Prospectus**”):
  - Risk Factors (other than risk factors relating to the Notes as defined in the EMTN Prospectus), which can be found on pages 22-28.
- (b) the audited consolidated financial statements of the Crédit Agricole S.A. Group for fiscal year 2006 and related notes and audit report (the “**Financial Statements 2006 for the Crédit Agricole S.A. Group**”), a French version of which was filed with the French Autorité des marchés financiers under no. 07-0214 on 22 March 2007;
- (c) the audited consolidated financial statements of the Crédit Agricole Group for fiscal year 2006 and related notes and audit report (the “**Financial Statements 2006 for the Crédit Agricole Group**”), a French version of which was filed with the French Autorité des marchés financiers on 3 May 2007;
- (d) the English translation of the Issuer’s 2007 Registration Document, a French version of which was filed with the French *Autorité des marchés financiers* under no. D.08-0140 on 20 March, 2008 (the “**2007 RD**”);
- (e) the English translation of the Update A.01 to the RD, a French version of which was filed with the French *Autorité des marchés financiers* on 15 May 2008 (the “**A.01**”);
- (f) the English translation of the Update A.02 to the RD, a French version of which was filed with the French *Autorité des marchés financiers* on 20 May 2008 (the “**A.02**”); and
- (g) the English translation of the Update A.03 to the RD, a French version of which was filed with the French *Autorité des marchés financiers* on 11 September 2008 (the “**A.03**”).

Notwithstanding the foregoing, (A) the inside cover page of the 2007 RD shall not be deemed incorporated herein; (B) the section relating to the registration of the registration document with the AMF on page 1 of the 2007 RD shall not be deemed incorporated herein; (C) the report of the Chairman of the Board of Directors of the Issuer on internal control on pages 16 to 33 of the 2007 RD and any reference thereto shall not be deemed incorporated herein; (C) the report of the statutory auditors on the report prepared by the Chairman of the Board of Directors of Crédit Agricole S.A. on internal control procedures relating to the preparation and processing of financial and accounting information on page 34 of the 2007 RD shall not be deemed incorporated herein; (D) the section under the heading “*Internal Control*” on page 93 of the 2007 RD shall not be deemed incorporated herein; (E) the page 323 of the 2007 RD shall not be deemed incorporated herein; (F) the section under the heading “Documents on display” on page 335 of the 2007 RD shall not be deemed incorporated herein; (G) the sections 1 to 3 under the heading “Crédit Agricole S.A. Publications” on page 335 to 337 of the 2007 RD shall not be deemed incorporated herein ( H) the statement by Mr. Georges Pauget, Directeur général of the Issuer, on page 361 of the 2007 RD referring to the *lettre de fin de travaux* of the statutory auditors shall not be deemed incorporated herein; (I) the statement by Mr. Georges Pauget, *Directeur général* of the Issuer on page 361 of the 2007 RD referring to the *lettre de fin de travaux* of the statutory auditors shall not be deemed incorporated herein; (J) the Cross-Reference table on page 363 of the 2007 RD shall not be deemed incorporated herein, (K) the Cross-Reference table and notes under the table on page 364 of the 2007 RD shall not be deemed incorporated herein; (L) the statement by Mr. Georges Pauget, *Directeur général* of the Issuer, on page 207 of the A.01 referring to the *lettre de fin de travaux* of the statutory auditors shall not be deemed incorporated herein; (M) the statement by Mr. Georges Pauget, *Directeur général* of the Issuer, on page 76 of the A.02 referring to the *lettre de fin de travaux* of the statutory auditors shall not be deemed incorporated herein; (N) the statement by Mr. Georges Pauget, *Directeur général* of the Issuer, on page 225 of the A.03 referring to the *lettre de fin de travaux* of the statutory auditors shall not be deemed

incorporated herein; and (O) any statement contained in the Documents Incorporated by Reference shall be deemed to be modified or superseded for the purpose of this 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 Prospectus.

The Documents Incorporated by Reference are available on the website of the Luxembourg Stock Exchange (“www.bourse.lu”). For Luxembourg Stock Exchange purposes, the Documents Incorporated by Reference will also be available free of charge to the public at the offices of the Paying Agent in Luxembourg.

The following table cross-references the pages of this Prospectus to the Documents Incorporated by Reference with the main heading required under Annex IX of the Commission regulation No 809/2004 implementing the Prospectus Directive. Any information contained in the Documents Incorporated by Reference that is not cross-referenced in the following table is for informational purposes only.

<b>ANNEX IX</b>	<b>Page no. in the Documents Incorporated by Reference</b>
<b>1. Persons responsible</b>	
1.1. Persons responsible for the information	p. 361 2007 of RD, p.207 of A.01, p. 76 A.02, p.225 of A.03
1.2. Statements by the persons responsible	p. 361 of 2007 RD*, p.207 of A.01*, p. 76 of A.02*, p.225 of A.03*
<b>2. Statutory auditors</b>	
2.1. Names and addresses of the issuer’s auditors (together with their membership of a professional body)	p. 362 2007 of RD, p.208 of A.01, p.77 of A.02, p.225 of A.03
2.2. Change of situation of the auditors	p. 362 of 2007 RD, p.208 of A.01, p.77 of A.02, p.225 of A.03
<b>3. Risk Factors</b>	p. 22-28 of the EMTN Prospectus, p. 106-135; 184-185; 211-224; 238-239; 244-245 of 2007 RD, p. 48-89;145-158 of A.01, p. 95-115 of A.03
<b>4. Information about the issuer</b>	
4.1. History and development of the issuer	p. 4-7; 52-55; 324-325 of 2007 RD
4.1.1. Legal and commercial name	p. 324 of 2007 RD
4.1.2. Place of registration and registration number	p. 324 of 2007 RD
4.1.3. Date of incorporation and length of life	p. 325 of 2007 RD
4.1.4. Domicile, legal form, legislation, country of incorporation, address and telephone number	p. 324-325 2007 RD
4.1.5. Recent events particular to the issuer which are to a material extent relevant to the evaluation of the issuer’s solvency	p. 66-67; 69-135; 198-209; 258, 335 of 2007 RD, p 42-47 of A.01; p. 4-75 of A.02, p. 65-66; 117-118; 132-137; 164 of A.03



<b>ANNEX IX</b>	<b>Page no. in the Documents Incorporated by Reference</b>
<b>5. Business overview</b>	
5.1. Principal activities	
5.1.1. Description of the issuer's principal activities	p. 56-57; 94-96; 334 of 2007 RD; p. 182-223 A.03
5.1.2 Competitive position	p. 56-57 of 2007 RD
<b>6. Organisational structure</b>	
6.1. Description of the group and of the issuer's position within it	p. 53; 170-171; 259-273 of 2007 RD, p.132-135; 165-176 of A.03
<b>7. Trend information</b>	
7.1. Statement of no material adverse change	p. 335 of 2007 RD,
<b>9. Administrative, management and supervisory bodies</b>	
9.1. Information concerning the administrative and management bodies	p. 38-47 of 2007 RD; p. 75 of A.02, p. 117; 180-181 of A.03
9.2. Conflicts of interest	p. 47 of 2007 RD,
<b>10. Major shareholders</b>	
10.1. Information concerning control	p. 10; 17; 47; 53; 100; 173; 246; 342 of 2007 RD; p. 45; 70-73; 116; 159; 164 of A.03
10.2. Description of arrangements which may result in a change of control	p. 342 of 2007 RD
<b>11. Financial information concerning the issuer's assets and liabilities, financial position, and profits and losses</b>	
11.1. Historical Consolidated financial information	p. 168-275 of 2007 RD; p.90-206 of A.01, p. 133-237 of the Financial Statements 2006 for the Crédit Agricole S.A. Group, p. 43-138 of the Financial Statements 2006 for the Crédit Agricole Group
11.1 (a) Consolidated Balance Sheet	p. 175-176 of 2007 RD, p. 142-143 of the Financial Statements 2006 for the Crédit Agricole S.A. Group , p. 50-51 of the Financial Statements 2006 for the Crédit Agricole Group

<b>ANNEX IX</b>	<b>Page no. in the Documents Incorporated by Reference</b>
11.1 (b) Consolidated Income Statement	p. 174 of 2007 RD, p.97 of A.01, p. 141 of the Financial Statements 2006 for the Crédit Agricole S.A. Group, p. 49 of the Financial Statements 2006 for the Crédit Agricole Group
11.1(c) Consolidated Cash Flow Statement	p. 178-179 of 2007 RD, p.101-103 of A.01, p. 145-146 of the Financial Statements 2006 for the Crédit Agricole S.A. Group, p. 53-54 of the Financial Statements 2006 for the Crédit Agricole Group
11.1(d) Accounting policies and explanatory notes	p. 180-273 of 2007 RD, p.104-204 of A.01, p.147-237 of the Financial Statements 2006 for the Crédit Agricole S.A. Group, p.55-136 of the Financial Statements 2006 for the Crédit Agricole Group
11.2. Financial statements	p. 168-275 of 2007 RD, p.90-206 of A.01, p.133-237 of the Financial Statements 2006 for the Crédit Agricole S.A. Group, p. 43-138 of the Financial Statements 2006 for the Crédit Agricole Group,
11.3. Auditing of historical annual financial information	p. 274-275 of 2007 RD, p.205-206 of A.01, p. 236-237 of the Financial Statements 2006 for the Crédit Agricole S.A. Group , p. 137-138 of the Financial Statements 2006 for the Crédit Agricole Group
11.3.1. Statement of audit of the historical financial information	p. 274-275 of 2007 RD, p.205-206 of A.01, p. 137-138 of the Financial Statements 2006 for the Crédit Agricole Group, p. 236-237 of the Financial Statements 2006 for the Crédit Agricole S.A.Group
11.3.2. Other audited information	p. 274-275 of 2007 RD, p.205-206 of A.01, p. 137-138 of the Financial Statements 2006 for the Crédit Agricole Group, p. 236-237 of the Financial Statements 2006 for the Crédit Agricole S.A. Group
11.4. Date of latest financial information	December 31, 2007
11.5. Legal and arbitration proceedings	p. 47; 134-135; 244-245; 335 of 2007 RD, p.115 of A.03
11.6. Significant change in the issuer's financial or trading position	p. 335 of 2007 RD, p. 115;118 of A.03
<b>12. Material contracts</b>	p. 173; 334; 346-347 of 2007 RD

ANNEX IX	Page no. in the Documents Incorporated by Reference
14. Documents on display	p. 335 of 2007 RD, p.81 of A.02, p. 230 of A.03

## **RECENT DEVELOPMENTS**

As of September 16, 2008, further to the announcement by Lehman Brothers Holding Inc. that it would file for Chapter 11 bankruptcy protection, Crédit Agricole S.A.'s credit exposure to the Lehman Brothers group was less than 20 million euros and the Issuer did not hold any bonds issued by the Lehman Brothers group. The Lehman Brothers group is a counterparty of Crédit Agricole S.A. in collateralized market transactions. Under prevailing market conditions, as of September 16, 2008, the cost of the possible replacement of these positions was estimated to be less than 250 million euros.

## TERMS AND CONDITIONS OF THE NOTES

The issue of the EUR 500,000,000 Undated Deeply Subordinated Fixed to Floating Rate Notes (the “Notes”) of Crédit Agricole S.A. (the “Issuer”) was decided on September 26, 2008 by the *Adjoint au Directeur de la Gestion Financière* of the Issuer, acting pursuant to a resolution of the board of directors (*conseil d’administration*) of the Issuer dated May 14, 2008. The Notes will be issued with the benefit of a fiscal agency agreement (the “**Fiscal Agency Agreement**”) dated September 26, 2008 between the Issuer, CACEIS Corporate Trust S.A. as fiscal agent and principal paying agent (the “**Fiscal Agent**”, which expression shall, where the context so admits, include any successor for the time being of the Fiscal Agent), the other paying agents named therein (together, the “**Paying Agents**”, which expression shall, where the context so admits, include the Fiscal Agent and any successors for the time being of the Paying Agents or any additional paying agents appointed thereunder from time to time) and CACEIS Corporate Trust S.A. as calculation agent (the “**Calculation Agent**”, which expression shall, where the context so admits, include any successor for the time being of the Calculation Agent). Reference below to the “**Agents**” shall be to the Fiscal Agent, the Paying Agents and/or the Calculation Agent, as the case may be. Copies of the Fiscal Agency Agreement are available for inspection at the specified offices of the Paying Agents. References below to “Conditions” are, unless the context otherwise requires, to the numbered paragraphs below.

### 1. DEFINITIONS

For the purposes of these Conditions:

“**Accrued Interest**” is only applicable with respect to an Interest Period whose Interest Payment Date is an Optional Interest Payment Date and means, with respect to the period from (and including) the immediately preceding Interest Payment Date (or in the case of the first Interest Payment Date, the Issue Date) to (but excluding) the date of the occurrence of a Supervisory Event, the amount of interest accrued on the Notes during such period as calculated by the Calculation Agent.

“**Applicable Banking Regulations**” means, at any time, the capital adequacy or own funds regulations then in effect of the regulatory authority in France (or if the Issuer becomes domiciled in a jurisdiction other than France, such other relevant jurisdiction) having authority to adopt capital adequacy or own funds regulations with respect to the Issuer.

“**BIS Press Release**” has the meaning set forth in Condition 3.

“**Compulsory Interest Payment Date**” means each Interest Payment Date as to which at any time during a period of one year prior to such Interest Payment Date:

- (i) the Issuer has declared or paid a dividend (whether in cash, shares or any other form but excluding a dividend paid in additional shares), or more generally made a payment of any nature, on any class of share capital or on other equity securities issued by the Issuer, or on the T3CJ, or on Deeply Subordinated Obligations or under any Support Agreement, in each case to the extent categorised as Tier 1 Capital, unless such payment on Deeply Subordinated Obligations or under Support Agreements was required to be made as a result of a dividend or other payment having been made on any class of share capital or other equity securities, or on any Deeply Subordinated Obligations issued by the Issuer, or on any Parity Securities;
- (ii) the Issuer has redeemed, repurchased or otherwise acquired any class of its share capital or the T3CJ, by any means, with the exception of repurchases of share capital for purposes of making shares available to cover employee stock option, stock attribution or stock purchase programmes, regularisation of the Issuer’s share price, investment activities or holding shares with a view to their resale or exchange, particularly in connection with external growth transactions or the issuance of securities convertible into or exchangeable for the Issuer’s share capital; or
- (iii) any subsidiary of the Issuer has declared or paid a dividend on any Parity Securities, unless such dividend was required to be paid as a result of a dividend or other payment having been made on any class of share capital or on other equity securities, or on any Deeply Subordinated Obligations issued by the Issuer, or on any other Parity Securities qualifying as consolidated Tier 1 Capital of the Issuer,

*provided, however*, that if a Supervisory Event has occurred prior to such Interest Payment Date and is continuing, such Interest Payment Date shall only be a Compulsory Interest Payment Date if such Supervisory Event had occurred prior to the relevant event described in sub-paragraph (i), (ii) or (iii) above.

For the avoidance of doubt, there will be no Compulsory Interest Payment Date in the event of a redemption or repurchase by the Issuer or any subsidiary of the Issuer of any Parity Securities, Deeply Subordinated Obligations (including the Notes) or any other securities issued by the Issuer or any loans granted to the Issuer which rank *pari passu* with the Notes.

**“Consolidated Net Income”** means the consolidated net income (excluding minority interests) of the Issuer, as calculated and set out in the audited annual consolidated accounts of the Issuer adopted by the Issuer’s shareholders’ general meeting.

**“CRBF Regulation”** has the meaning set forth in Condition 3.

**“Current Principal Amount”** means at any time the principal amount of the Notes, calculated on the basis of the Original Principal Amount of the Notes as such amount may be reduced, on one or more occasions, pursuant to the application of the Loss Absorption mechanism and/or reinstated on one or more occasions following a Return to Financial Health, as the case may be, pursuant to Conditions 5.1 and 5.2.

**“Deeply Subordinated Obligations”** means deeply subordinated obligations of the Issuer, whether in the form of notes or loans or otherwise, which rank *pari passu* among themselves and with the Notes, senior to the principal in respect of the T3CJ and any classes of share capital issued by the Issuer, and behind the present and future *prêts participatifs* granted to the Issuer, the present and future *titres participatifs* issued by the Issuer, Ordinarily Subordinated Obligations and Unsubordinated Obligations. For the avoidance of doubt, the T3CJ are not to be considered as Deeply Subordinated Obligations.

**“Early Redemption Date”** means the date set for redemption under Condition 6.2.

**“End of Supervisory Event”** means, following a Supervisory Event, the first date on which either of the following events occurs:

- (a) if the Supervisory Event occurred pursuant to paragraph (a) of the definition of Supervisory Event, the total risk-based consolidated capital ratio of the Issuer, calculated in accordance with the Applicable Banking Regulations, complies with the minimum percentage required in accordance with Applicable Banking Regulations; or
- (b) if the Supervisory Event occurred pursuant to paragraph (b) of the definition of Supervisory Event, the notification by the SGCB to the Issuer that it has determined, in its sole discretion, in view of the financial condition of the Issuer, that the circumstances which resulted in the Supervisory Event have ended.

An End of Supervisory Event shall be deemed to occur pursuant to paragraph (a) above on the date on which the Issuer determines that the total risk-based consolidated capital ratio has been restored to the relevant level.

**“EURIBOR”** has the meaning set forth in Condition 4.3.

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

**“Existing Support Agreements”** means the following support agreements:

- (a) the Support Agreement, dated as of January 30, 2003 and as amended from time to time, between the Issuer and CA Preferred Funding LLC relating to CA Preferred Funding LLC’s 7.0% Noncumulative Preferred Securities;
- (b) the Support Agreement, dated as of August 6, 2003, between the Issuer and CA Preferred Funding LLC, relating to the 7.0% Noncumulative Company Preferred Securities of CA Preferred Funding LLC; and
- (c) the Support Agreement, dated as of December 19, 2003, between the Issuer and CA Preferred Funding LLC, relating to the 6.0% Noncumulative Company Preferred Securities of CA Preferred Funding LLC.

**“First Call Date”** means September 30, 2018.

“**Fixed Interest Rate**” has the meaning set forth in Condition 4.

“**Fixed Rate Interest Amount**” has the meaning set forth in Condition 4.

“**Fixed Rate Interest Payment Date**” has the meaning set forth in Condition 4.

“**Fixed Rate Interest Period**” means the period beginning on (and including) the Issue Date and ending on (but excluding) the first Fixed Rate Interest Payment Date, and each successive period beginning on (and including) a Fixed Rate Interest Payment Date and ending on (but excluding) the next succeeding Fixed Rate Interest Payment Date.

“**Floating Rate Interest Amount**” has the meaning set forth in Condition 4.

“**Floating Rate Interest Payment Date**” has the meaning set forth in Condition 4.

“**Floating Rate Interest Period**” means the period beginning on (and including) the First Call Date and ending on (but excluding) the first Floating Rate Interest Payment Date and each successive period beginning on (and including) a Floating Rate Interest Payment Date and ending on (but excluding) the next succeeding Floating Rate Interest Payment Date.

“**Hybrid Securities Limit**” has the meaning set forth in Condition 3.

“**Interest Amount**” means a Fixed Rate Interest Amount and/or a Floating Rate Interest Amount, as the case may be.

“**Interest Payment Date**” means a Fixed Rate Interest Payment Date or a Floating Rate Interest Payment Date, as the case may be.

“**Interest Period**” means a Fixed Rate Interest Period or a Floating Rate Interest Period, as the case may be.

“**Issue Date**” means September 30, 2008.

“**Issuer**” means Crédit Agricole S.A.

“**Loss Absorption**” has the meaning set forth in Condition 5.

“**Noteholders**” means the holders of the Notes.

“**Optional Interest Payment Date**” means any Interest Payment Date other than a Compulsory Interest Payment Date.

“**Ordinarily Subordinated Obligations**” means subordinated obligations of the Issuer, whether in the form of notes or loans or otherwise, which rank in priority to the present and future *prêts participatifs* granted to the Issuer, the present and future *titres participatifs* issued by the Issuer, Support Agreement Claims, Deeply Subordinated Obligations and the Notes.

“**Original Principal Amount**” means the principal amount of the Notes on the Issue Date (*i.e.*, €500,000,000) not taking into account any Loss Absorption or Reinstatement.

“**Parity Securities**” means any preferred securities or preferred or preference shares issued by any subsidiary of the Issuer (including in particular CA Preferred Funding LLC), the proceeds of which are eligible as consolidated *fonds propres de base* for the Issuer, to the extent that such subsidiary benefits from any Support Agreement.

“**Return to Financial Health**” has the meaning set forth in Condition 5.

“**Supervisory Event**” means the first date on which either of the following events occurs:

- (a) the total risk-based consolidated capital ratio of the Issuer, calculated in accordance with the Applicable Banking Regulations, falls below the minimum percentage required in accordance with Applicable Banking Regulations; or
- (b) the notification by the SGCB to the Issuer, that it has determined, in its sole discretion, in view of the deteriorating financial condition of the Issuer, that the foregoing paragraph (a) of this definition would apply in the near term.

A Supervisory Event shall be deemed to occur pursuant to paragraph (a) above on the date on which the Issuer determines that the total risk-based consolidated capital ratio has fallen below the relevant level.

“**Support Agreement**” means the Existing Support Agreements and any other guarantee, support agreement or other agreement or instrument issued by the Issuer in favour of an issuer of Parity Securities and having a similar effect to the Existing Support Agreements, if claims under such guarantee, support agreement or other agreement or instrument rank behind present and future *prêts participatifs* granted to the Issuer, present and future *titres participatifs* issued by the Issuer, Ordinarily Subordinated Obligations and Unsubordinated Obligations and in priority to any classes of share capital issued by the Issuer.

“**Support Agreement Claim**” means any claim against the Issuer by any subsidiary of the Issuer pursuant to a Support Agreement.

“**SGCB**” means the *Secrétariat général de la Commission bancaire* which reference shall, where applicable, include any other authority having supervisory authority with respect to the Issuer.

“**T3CJ**” means undated hybrid capital securities in the amount of €1,839 million issued by the Issuer to an entity wholly-owned by the *Caisses Régionales* on June 26, 2003.

“**TARGET Business Day**” means a day on which the TARGET System is operating.

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

“**Tier 1 Capital**” has the meaning set forth in Condition 3.

“**Unsubordinated Obligations**” means unsubordinated obligations of the Issuer which rank in priority to Ordinarily Subordinated Obligations.

## 2. FORM, DENOMINATION AND TITLE

The Notes are issued in dematerialised bearer form (*au porteur*) in the denomination of €50,000. Title to the Notes will be evidenced in accordance with article L.211-4 of the French *Code monétaire et financier* by book-entries (*inscription en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R. 211-7 of the French *Code monétaire et financier*) will be issued in respect of the Notes.

The Notes will, upon issue, be inscribed in the books of Euroclear France S.A. (“**Euroclear France**”) which shall credit the accounts of the Account Holders. For the purpose of these Conditions, “**Account Holder**” shall mean any authorised financial intermediary institution entitled to hold, directly or indirectly, accounts with Euroclear France on behalf of its customers, and includes Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depositary bank for Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”).

Title to the Notes shall be evidenced by entries in the books of Euroclear France and will pass upon, and transfer of Notes may only be effected through, registration of the transfer in such books.

## 3. STATUS OF THE NOTES AND SUBORDINATION

The Notes are deeply subordinated notes of the Issuer issued pursuant to the provisions of article L. 228-97 of the French *Code de commerce*, as amended in particular by law n°2003-706 on financial security dated August 1, 2003.

The proceeds of the issue of the Notes will be treated, for regulatory purposes, as consolidated *fonds propres de base* for the Issuer subject to the limits on the portion of the Issuer’s *fonds propres de base* that may consist of hybrid securities in accordance with Applicable Banking Regulations (the “**Hybrid Securities Limit**”) as interpreted by the SGCB. The initial principal amount of the Notes could exceed this limit at the time the Notes are issued. *Fonds propres de base* (“**Tier 1 Capital**”) shall have the meaning given to it in Article 2 of *Règlement* no. 90-02 dated February 23, 1990, as amended, of the *Comité de la Réglementation Bancaire et Financière* (the “**CRBF Regulation**”) or otherwise recognised as *fonds propres de base* by the SGCB. The CRBF Regulation should be read in conjunction with the press release of the Bank for International Settlements dated October 27, 1998 concerning instruments eligible for inclusion in Tier 1 Capital (the “**BIS Press Release**”).

The principal and interest on the Notes (which constitute *obligations* under French law) are direct, unconditional, unsecured, undated and deeply subordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and with all other present and future Support Agreement Claims and Deeply Subordinated Obligations, senior to the principal in respect of the T3CJ of the Issuer, and shall be subordinated to the present and future *prêts participatifs* granted to the Issuer and present and future *titres participatifs*, Ordinarily Subordinated Obligations and Unsubordinated Obligations of the Issuer.



In the event of liquidation of the Issuer, the Notes shall rank in priority to any payments to any classes of share capital issued by the Issuer and any reimbursement of the T3CJ.

There will be no limitations on issuing debt, at the level of the Issuer or of any consolidated subsidiaries.

#### 4. INTEREST AND INTEREST SUSPENSION

##### 4.1 General

The Notes bear interest on their Current Principal Amount (i) at a fixed rate of 10.653 per cent per annum (the **"Fixed Interest Rate"**) from (and including) September 30, 2008 (the **"Issue Date"**) to but excluding September 30, 2018, payable annually in arrear on September 30 of each year (the **"Fixed Rate Interest Payment Date"**), commencing on September 30, 2009 and ending on September 30, 2018, and (ii) thereafter at a floating rate per annum equal to the Floating Interest Rate as determined by the Calculation Agent in accordance with Condition 4.3 below payable quarterly in arrears on March 31, June 30, September 30 and December 31 of each year (each a **"Floating Rate Interest Payment Date"**), commencing on December 31, 2018. If any such Interest Payment Date falls on a day that is not a Business Day (as defined in Condition 7.2), such Interest Payment Date shall be postponed to the next day that is a Business Day, unless (in the case of a Floating Rate Interest Payment Date) it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day.

Interest will cease to accrue on the Notes on the due date for redemption thereof unless, upon such due date, payment of principal is improperly withheld or refused or if default is otherwise made in respect of payment thereof. In such event, interest will continue to accrue at the relevant rate as specified in the preceding paragraph (as well after as before judgment) on the Original Principal Amount of the Notes until the day on which all sums due in respect of the Notes up to that day are received by or on behalf of the relevant Noteholder.

##### 4.2 Fixed Interest Rate

4.2.1 The amount of interest (the **"Fixed Rate Interest Amount"**) payable on the Notes on the Fixed Rate Interest Payment Date will be the product of the Current Principal Amount of the Notes and the Fixed Interest Rate, multiplied by the Actual/Actual ICMA Day Count Fraction and rounding the resulting figure, if necessary, to the nearest cent (half a cent being rounded upwards).

4.2.2 If interest is required to be calculated in respect of the Fixed Rate Interest Period where the Current Principal Amount of the Notes is less than their Original Principal Amount for a portion thereof, it shall be calculated by the Calculation Agent by applying the Fixed Interest Rate to the Current Principal Amount of the Notes as determined from time to time within the Regular Period, multiplying such product by the Actual/Actual ICMA Day Count Fraction for each relevant portion of a Regular Period (including the first, but excluding the last, day of such period), adding the results for all such portions and rounding the resulting figure, if necessary, to the nearest cent (half a cent being rounded upwards). The Calculation Agent will cause such Fixed Rate Interest Amount to be notified to the Issuer, the Fiscal Agent, the Luxembourg Stock Exchange and, to the extent so required by any applicable rules, any other stock exchange on which the Notes are listed from time to time and will cause the publication thereof in accordance with Condition 11 as soon as possible after its determination but in no event later than the fourth London Business Day thereafter.

For the purposes of this Condition 4:

**"Actual/Actual ICMA Day Count Fraction"** means, in respect of any period, the actual number of days in such period divided by the number of days in the Regular Period in which the relevant period falls; and

**"Regular Period"** means each period from (and including) the Issue Date or any Interest Payment Date to (but excluding) the next Interest Payment Date.

##### 4.3 Floating Rate

4.3.1 The Notes bear interest at the Floating Interest Rate from and including September 30, 2018, payable on each Floating Rate Interest Payment Date. The **"Floating Interest Rate"** for each Floating Rate Interest Period shall be equal to three-month EURIBOR for such Floating Rate Interest Period plus 6.80 per cent per annum.

As used herein:

“**EURIBOR**” means, for each Floating Rate Interest Period, the rate (expressed as a percentage per annum) with respect to a Determination Date, means the rate (expressed as a percentage per annum) for deposits in euro for a three-month period commencing on the second TARGET Business Day immediately following such Determination Date that appear on Reuters Page EURIBOR01 as of 11:00 a.m. (Brussels time) on such Determination Date. If such rate does not appear on Reuters Page EURIBOR01 at such time, EURIBOR will be determined by the Calculation Agent on the basis of the rates at which deposits in euro are offered to prime banks in the Euro-zone interbank market for a three-month period commencing on the second TARGET Business Day immediately following that Determination Date and in a principal amount equal to an amount of not less than 1,000,000 euros that is representative for a single transaction in the Euro-zone interbank market at such time by four major banks in the Euro-zone interbank market selected by the Calculation Agent at approximately 11:00 a.m. (Brussels time), on such Determination Date.

The Calculation Agent will request the principal Euro-zone office of each of such banks to provide a quotation of its rate. If at least two such quotations are provided, EURIBOR in respect of that Determination Date will be the arithmetic mean of such quotations. If fewer than two quotations are provided, EURIBOR in respect of that Determination Date will be the same as EURIBOR as determined on the previous Determination Date.

As used herein:

“**Determination Date**” for a Interest Period means the second TARGET Business Day prior to the first day of such Interest Period.

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

“**Reuters Page EURIBOR01**” means the display designated as “EURIBOR01” on the Reuters Markets 3000 information service (or such other page as may replace page EURIBOR01 on that service or such other service or services as may be nominated by the European Banking Federation as the information vendor for the purpose of displaying Euro-zone interbank offered rates for euro deposits).

All percentages resulting from any calculations on the Notes will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with five one-millionths of a percentage point rounded upward (*e.g.*, 9.876545% (or .09876545) being rounded to 9.87655% (or .0987655)), and all euro amounts used in or resulting from such calculation will be rounded to the nearest .001 euro (with 0.0005 being rounded upward).

4.3.2 Determination of Floating Interest Rate and Calculation of Floating Rate Interest Amount by the Calculation Agent

The Calculation Agent will, as soon as practicable after 11.00 a.m., London time, on each Determination Date in relation to each Floating Rate Interest Period, calculate the amount of interest (the “**Floating Rate Interest Amount**”) payable in respect of each Note for such Floating Rate Interest Period. The Floating Rate Interest Amount will be calculated by applying the Floating Interest Rate for such Floating Rate Interest Period to the Current Principal Amount of such Note as determined, if the Current Principal Amount of the Notes is less than the Original Principal Amount for a portion of such Floating Rate Interest Period, from time to time within such Floating Rate Interest Period, multiplying the product by the Actual/360 Day Count Fraction for each relevant portion of such Floating Rate Interest Period, adding the results for all such portions and rounding the resulting figure to the nearest cent (half a cent being rounded upwards).

As used herein, “**Actual/360 Day Count Fraction**” means, in respect of any period, the actual number of days in such period divided by 360.

4.3.3 Publication of Floating Interest Rate and Floating Rate Interest Amount

The Calculation Agent will cause the Floating Interest Rate and the Floating Rate Interest Amount for each Floating Rate Interest Period and the relevant Floating Rate Interest Payment Date to be notified to the Issuer, the Fiscal Agent and the Luxembourg Stock Exchange and any other stock exchange on which the Notes are for the time being listed and the Calculation Agent will cause publication thereof in accordance with Condition 11 on or as soon as practicable after the first day of the relevant Floating Rate Interest Period. If the Notes become due and payable under Condition 6.2(b) or 6.3 or under Condition 9 after the First Call Date other than on a Floating Rate Interest Payment Date, the Floating Rate Interest Amount and the Floating Interest Rate payable in respect of the Notes shall nevertheless continue to be calculated as previously described by the

Calculation Agent in accordance with this Condition 4 until the Notes are actually repaid but no publication of the Floating Interest Rate or the Floating Rate Interest Amount so calculated need be made.

#### 4.4 Compulsory Interest and Optional Interest

##### 4.4.1 On any Compulsory Interest Payment Date

The Issuer shall, on each Compulsory Interest Payment Date, for so long as the compulsory interest provisions apply (as set out in the definition of “**Compulsory Interest Payment Date**”), pay interest in respect of the Notes accrued to that date in respect of the Interest Period ending immediately prior to such Compulsory Interest Payment Date.

Interest accrued and payable on any Compulsory Interest Payment Date is not subject to reduction in accordance with Condition 5.1.

##### 4.4.2 On any Optional Interest Payment Date

For so long as the compulsory interest provisions do not apply, the Issuer may elect not to pay interest on any Optional Interest Payment Date.

On any Optional Interest Payment Date, the Issuer may, at its option, pay interest in respect of the Notes accrued to that date in respect of the Interest Period ending immediately prior to such Optional Interest Payment Date, but the Issuer shall have, subject to such election and decision having been made as described above, no obligation to make such payment and any such failure to pay shall not constitute a default by the Issuer under the Notes or for any other purpose.

Notice of non-payment of all or any interest under the Notes on any Optional Interest Payment Date shall be given to the Noteholders in accordance with Condition 11 and (for so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of such exchange so require) to the Luxembourg Stock Exchange. Such notice shall be given at least seven days prior to the relevant Optional Interest Payment Date.

Save as otherwise provided below, any interest not paid on an Optional Interest Payment Date will be forfeited and accordingly will no longer be due and payable by the Issuer.

The amount of Accrued Interest in respect of the Interest Period ending immediately prior to any Optional Interest Payment Date may be reduced following a Supervisory Event, as provided in Condition 5.1.

Payment of interest will automatically be suspended upon the occurrence of a Supervisory Event (and until the occurrence of an End of Supervisory Event), unless the relevant Interest Payment Date is a Compulsory Interest Payment Date.

#### 4.5 Optional Interest and Supervisory Event

##### 4.5.1 Interest Payable on Optional Interest Payment Dates Following the Occurrence of a Supervisory Event

In the event that a Supervisory Event has occurred during the Interest Period immediately preceding an Optional Interest Payment Date:

- (x) the accrual of interest, if any, in respect of the Notes shall automatically be suspended. In addition, the amount of Accrued Interest may be reduced to absorb losses in accordance with Condition 5.1; and
- (y) no interest on the Notes shall accrue nor be payable by the Issuer with respect to the remaining period in such Interest Period or any other Interest Period during the period starting on the date of the Supervisory Event and ending on the date of the End of Supervisory Event, unless an event triggering a Compulsory Interest Payment Date subsequently occurs.

Such interest may be paid on the next succeeding Optional Interest Payment Date occurring as from the date of the End of Supervisory Event.

##### 4.5.2 Interest Payable on Optional Interest Payment Dates after End of Supervisory Event

At the option of the Issuer, any Accrued Interest, to the extent not reduced to absorb losses in accordance with Condition 5.1, may be paid on the first Optional Interest Payment Date falling on or after the date of the End of Supervisory Event. Any Accrued Interest not paid by the Issuer on such first Optional Interest Payment Date will be forfeited.

In respect of any Optional Interest Payment Date which occurs on or after the End of Supervisory Event, interest on the Notes will recommence accruing on its Current Principal Amount, on the basis of the number of days elapsed during the period from (and including) the date of End of Supervisory Event to (but excluding) the next succeeding Interest Payment Date as calculated by the Calculation Agent in accordance with Condition 4.2 or, as the case may be, 4.3. At the option of the Issuer, such interest may be paid on the next succeeding Optional Interest Payment Date occurring as from the date of the End of Supervisory Event (inclusive). Any such interest not paid by the Issuer on such first Optional Interest Payment Date will be forfeited.

## 5. LOSS ABSORPTION AND RETURN TO FINANCIAL HEALTH

### 5.1 Loss Absorption

In the event of the occurrence of a Supervisory Event, the board of directors of the Issuer will convene an extraordinary shareholders' meeting within the three months following the occurrence of the Supervisory Event in order to propose a share capital increase or any measure regarded as necessary or useful to remedy the Supervisory Event. If the share capital increase or any proposed measures are not accepted by the extraordinary shareholders' meeting or if the share capital increase is not sufficiently subscribed to remedy the Supervisory Event, or if the Supervisory Event remains on the last day of the calendar quarter following the quarter during which the Supervisory Event has occurred, the Issuer will implement, within 10 Business Days (as defined in Condition 7.2) following the last day of this calendar quarter, a reduction of the amount of Accrued Interest, if any, and thereafter, if necessary, of the Current Principal Amount of the Notes ("**Loss Absorption**"). A Loss Absorption will firstly be implemented by partially or fully reducing the amount of the Accrued Interest, if any. If the total reduction of Accrued Interest is not sufficient for the purpose of the Loss Absorption, a further Loss Absorption will be implemented by partially or fully reducing the Current Principal Amount of the Notes.

The amounts by which Accrued Interest and, as the case may be, the then Current Principal Amount of the Notes are reduced (the "**Reduction Amounts**") will be equal to the amount of the insufficiency of the share capital increase or any other proposed measures aiming at an increase of the Tier 1 Capital to remedy the Supervisory Event.

Notwithstanding any other provision, the Current Principal Amount of each Note shall never be reduced to an amount lower than one euro cent.

For the avoidance of doubt, the first remedy to the Supervisory Event will be the share capital increase. To the extent such increase of share capital or other measures are not sufficient, the Loss Absorption will be applied first against the amount of Accrued Interest, if any, and thereafter, if necessary, against the Current Principal Amount of the Notes as herein described.

Accrued Interest and the Current Principal Amount of the Notes pursuant to the above provision may be reduced on one or more occasions, as required.

In the event that other Deeply Subordinated Obligations which would be subject to such reductions are outstanding, such reductions will be applied on a pro-rata basis among the Notes and such other Deeply Subordinated Obligations.

Interest accrued and payable on any Compulsory Interest Payment Date is not subject to reduction.

Notice of any Supervisory Event and of any End of Supervisory Event shall be given to the Noteholders in accordance with Condition 11 and (for so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that exchange so require) to the Luxembourg Stock Exchange. Such notice shall be given as soon as practicable following the occurrence of a Supervisory Event and of any End of Supervisory Event. Notice of any reduction of the Current Principal Amount of the Notes shall be given to the Noteholders in accordance with Condition 11 and (for so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that exchange so require) to the Luxembourg Stock Exchange. Such notices shall also be given to the Noteholders in accordance with the rules of any additional exchanges on which the Notes may be listed following their issuance. Such notice shall be given at least seven Business Days prior to the relevant reduction of the Current Principal Amount or Accrued Interest, as the case may be.

### 5.2 Return to Financial Health

If a positive Consolidated Net Income is recorded for at least two consecutive financial years reported following the End of Supervisory Event (a "**Return to Financial Health**"), the Issuer shall increase the Current Principal Amount of the Notes (a "**Reinstatement**") in a maximum amount that will ensure that any such

Reinstatement (either up to the Original Principal Amount or up to any other amount lower than the Original Principal Amount) does not trigger the occurrence of a Supervisory Event.

Whether or not a Return to Financial Health has occurred, the Issuer shall increase the Current Principal Amount of the Notes up to the Original Principal Amount (which shall also constitute a “**Reinstatement**”) prior to:

- (i) any declaration or payment of a dividend (whether in cash, shares or any other form but excluding a dividend paid in additional shares), or more generally any payment of any nature, by the Issuer on any class of share capital or on other equity securities issued by the Issuer, in each case to the extent categorised as Tier 1 Capital, on the T3CJ, or on Deeply Subordinated Obligations or under any Support Agreement, unless such payment on Deeply Subordinated Obligations or under Support Agreements was required to be made as a result of a dividend or other payment having been made on any class of such share capital or on other such equity securities issued by the Issuer; or
- (ii) any declaration or payment by any subsidiary of the Issuer of a dividend on any Parity Securities, unless such dividend was required to be paid as a result of a dividend or other payment having been made on any class of such share capital or on other such equity securities issued by the Issuer or on any other Parity Securities; or
- (iii) any optional redemption by the Issuer of the Notes in accordance with their terms.

No payments will be made to holders of the T3CJ, of shares of any class whatsoever of the share capital of the Issuer or of any other equity securities issued by the Issuer, in each case to the extent categorised as Tier 1 Capital, before all amounts due, but unpaid, to all Noteholders under the Notes have been paid by the Issuer.

No such Reinstatement shall be made in the event of a redemption or repurchase by the Issuer or any subsidiary of the Issuer of any Parity Securities, other Deeply Subordinated Obligations or any other securities issued by the Issuer or any loans granted to the Issuer which rank *pari passu* with the Notes or in the event of a redemption, repurchase or other acquisition by the Issuer of the T3CJ or of any class of its share capital.

The amount of any Reinstatement will not exceed the amount of the latest positive Consolidated Net Income of the Issuer.

For the avoidance of doubt, any Reinstatement shall be made in a maximum amount that will ensure that such Reinstatement does not trigger the occurrence of a Supervisory Event or, except with respect to Condition 5.2 (iii) above, a worsening of a Supervisory Event.

In the event that other Deeply Subordinated Obligations are outstanding and may also benefit from a reinstatement or an increase of their Current Principal Amount in accordance with their terms, any Reinstatement will be applied on a pro-rata basis with other reinstatements or increases of the principal amount made on such other Deeply Subordinated Obligations.

Such Reinstatement or increase of the Current Principal Amount of the Notes shall be made on one or more occasions in the conditions described above until the Current Principal Amount of the Notes has been reinstated to the Original Principal Amount (save in the event of occurrence of another Supervisory Event).

Any Accrued Interest that has been reduced pursuant to Condition 5.1 shall not be reinstated pursuant to this Condition 5.2.

Notice of any Return to Financial Health shall be given to the Noteholders in accordance with Condition 11 and (for so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that exchange so require) the Luxembourg Stock Exchange. Notice of any Reinstatement and any increase of the Current Principal Amount of the Notes shall be given to the Noteholders in accordance with Condition 11 and (for so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that exchange so require) to the Luxembourg Stock Exchange. Notice shall also be given to the Noteholders in accordance with the rules of any additional exchanges on which the Notes may be listed following their issuance.

## 6. REDEMPTION AND PURCHASE

The Notes may not be redeemed otherwise than in accordance with this Condition 6.

### 6.1 No Final Redemption

The Notes are undated obligations in respect of which there is no fixed redemption date.

## 6.2 Issuer's Call Options Subject to the Approval of the SGCB

### (a) General Call Option

On the First Call Date and on any Interest Payment Date thereafter, the Issuer, subject to having given not less than 30, and not more than 60, days' prior notice to the Noteholders (which notice shall be irrevocable) in accordance with Condition 11, and subject to prior approval of the SGCB, may, at its option, redeem all but not some of the Notes at their Original Principal Amount, together with any amounts outstanding thereon, including accrued and unpaid interest.

### (b) Redemption for Regulatory Reasons or Taxation Reasons

(i) If by reason of any change in French law, any change in Applicable Banking Regulations, or any change in the official application or interpretation of such laws or regulations, becoming effective on or after the Issue Date, the Notes cease to be eligible as Tier 1 Capital for the Issuer (except as a result of the application of the Hybrid Securities Limit), the Issuer may, at its option, at any time, subject to having given not more than 60 nor less than 30 days' notice to Noteholders (which notice shall be irrevocable) in accordance with Condition 11, and subject to the prior approval of the SGCB, redeem all, but not some only, of the Notes then outstanding at any time up to and including the First Call Date at a price equal to the greater of (A) the Base Redemption Price, and (B) the Make-Whole Amount, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest date on which the proceeds of the Notes could qualify as Tier 1 Capital.

(ii) If by reason of any change in the laws or regulations of the Republic of France, or any political subdivision therein or any authority thereof or therein having power to tax, any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), or any other change in the tax treatment of the Notes, becoming effective on or after the Issue Date, interest payment under the Notes is no longer tax-deductible by the Issuer for French corporate income tax (*impôts sur les bénéfices des sociétés*) purposes, the Issuer may, at its option, at any time, subject to having given not more than 60 nor less than 30 day's notice to Noteholders (which notice shall be irrevocable) in accordance with Condition 11, and subject to the prior approval of the SGCB, redeem all, but not some only, of the Notes then outstanding at any time up to and including the First Call Date at a price equal to the greater of (A) the Base Redemption Price, and (B) the Make-Whole Amount, 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 such payment with interest payable being tax deductible for purposes of French corporate income tax (*impôts sur les bénéfices des sociétés*).

(iii) If by reason of a change in the laws or regulations of the Republic of France, or any political subdivision therein or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), becoming effective on or 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, the Issuer may, at any time, subject to having given not more than 60 nor less than 30 days' prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 11, and subject to the prior approval of the SGCB, redeem all, but not some only, of the Notes then outstanding at any time up to and including the First Call Date and on any Interest Payment Date thereafter at their Base Redemption Price. 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 or, if such date has passed, as soon as practicable thereafter.

(iv) 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 of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 8, 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 (which notice shall be irrevocable), in accordance with Condition 11, and subject to the prior approval of the SGCB, redeem all, but not some only, of the Notes then outstanding at any time up to and including the First Call Date and on any Interest Payment Date thereafter at their Base Redemption Price. The due date for redemption of which notice hereunder shall be given shall be no earlier than the latest practicable date on which the Issuer could make payment of the full amount of principal and interest payable without withholding for French taxes or, if such date has passed, as soon as practicable thereafter.

(v) The following definitions shall apply in connection with the calculation of the redemption price for any redemption of Notes effected pursuant to this paragraph (b).

**“Adjusted Yield”** means (a) the Bond Yield plus (b) 1.95 %.

**“Base Redemption Price”** means, for any Note, 100% of the Original Principal Amount of such Note plus accrued and unpaid interest thereon through (but excluding) the Special Event Redemption Date.

**“Bond Yield”** means the rate per annum equal to the annual yield to maturity of the Comparable Bond Issue, assuming a price equal to the Comparable Bond Price for the Calculation Date.

**“Calculation Date”** means the third Business Day prior to the Special Event Redemption Date.

**“Comparable Bond Issue”** means, with respect to any Special Event Redemption Date, the bond selected by the Quotation Agent that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes from the Special Event Redemption Date to the First Call Date.

**“Comparable Bond Price”** means (a) the average of five Reference Bond Dealer Quotations, after excluding the highest and lowest such Reference Bond Dealer Quotations, or (b) if the Quotation Agent obtains fewer than five such Reference Bond Dealer Quotations, the average of all such Reference Bond Dealer Quotations.

**“Make-Whole Amount”** means an amount, as determined by a Quotation Agent, equal to (i) the present value of the Original Principal Amount of a Note (that is EUR 50,000 per Note) discounted from the First Call Date, *plus* (ii) the present values of scheduled annual interest payments from the Special Event Redemption Date to and including the First Call Date (assuming in each case that no such interest payments are deferred or cancelled), *plus*, (iii) (without double counting) all interest accrued and unpaid in respect of a Note through (but excluding) the Special Event Redemption Date. The present values calculated in (i) and (ii) above shall be calculated by discounting the relevant amounts to the Special Event Redemption Date on an annual basis at the Adjusted Yield.

**“Primary Bond Dealer”** means any credit institution or financial services institution that regularly deals in bonds and other debt securities.

**“Quotation Agent”** means a Primary Bond Dealer in London, that is selected by the Issuer but is not affiliated with the Issuer, provided, however, that if such Quotation Agent shall cease to be a Primary Bond Dealer in London, the Issuer will be entitled to appoint another Quotation Agent that is a Primary Bond Dealer in London.

**“Reference Bond Dealer”** means either the Quotation Agent, or any other Primary Bond Dealer selected by the Quotation Agent after consultation with the Bank.

**“Reference Bond Dealer Quotations”** means the average, as determined by the Quotation Agent, of the bid and ask prices for the Comparable Bond Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Bond Dealer at 11:00 a.m., London time, on the Calculation Date.

**“Special Event Redemption Date”** means a redemption date for the Notes that occurs pursuant to this paragraph (b).

### 6.3 Purchases

The Issuer may at any time purchase Notes in the open market or otherwise at any price provided that the prior approval of the SGCB shall have to be obtained.

### 6.4 Cancellation

All Notes which are purchased or redeemed by the Issuer pursuant to paragraphs 6.2 to 6.3 of this Condition 6 will be cancelled and accordingly may not be reissued or sold.

## 7. PAYMENTS AND CALCULATIONS

### 7.1 Method of Payment

Payments in respect of principal and interest on the Notes will be made in Euro by credit or transfer to a Euro denominated account (or any other account to which Euro may be credited or transferred) specified by the payee with a bank in a country within the TARGET System. Such payments shall be made for the benefit of the Noteholders to the Account Holders (including the depositary banks for Euroclear and Clearstream, Luxembourg) and all payments validly made to such Euroclear France Account Holders in favour of Noteholders will be an effective discharge of the Issuer and the Fiscal Agent, as the case may be, in respect of such payment.

Payments in respect of principal and interest on the Notes will, in all cases, be made subject to any fiscal or other laws and regulations or orders of courts of competent jurisdiction applicable in respect of such payments but without prejudice to the provisions of Condition 8. No commission or expenses shall be charged by the Issuer, the Fiscal Agent or any Paying Agent to the Noteholders in respect of such payments.

### 7.2 Payments on Business Days

If the due date for payment of any amount of principal in respect of any Note is not a Business Day (as defined below), payment shall not be made of the amount due and credit or transfer instructions shall not be given in respect thereof until the next following Business Day and the Noteholder shall not be entitled to any interest or other sums in respect of such postponed payment.

For the purposes of these Conditions, “**Business Day**” means any day, not being a Saturday or a Sunday, (i) on which exchange markets and commercial banks are open for business in Paris, (ii) on which Euroclear France, Euroclear and Clearstream, Luxembourg are operating and (iii) which is a TARGET Business Day.

### 7.3 Fiscal Agent, Paying Agents and Calculation Agent

The name and specified office of the initial Fiscal Agent, the name and specified office of the other initial Paying Agent and the name and specified office of the initial Calculation Agent are as follows:

#### FISCAL AGENT, PRINCIPAL PAYING AGENT AND CALCULATION AGENT

CACEIS Corporate Trust S.A.  
1/3, place Valhubert  
75013 Paris  
France

#### LUXEMBOURG PAYING AGENT

CACEIS Bank Luxembourg  
5 Allée Scheffer L-2520  
Luxembourg  
Grand Duchy of Luxembourg

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, Paying Agent(s), Calculation Agent and/or appoint a substitute Fiscal Agent, Paying Agent, Calculation Agent and additional or other Paying Agents or approve any change in the office through which the Fiscal Agent, the Calculation Agent or any Paying Agent acts, provided that there will at all times be (i) a Fiscal Agent having a specified office in a European city, (ii) so long as the Notes are listed on the Luxembourg Stock Exchange and the rules of that exchange so require, a Paying Agent having a specified office in Luxembourg (which may be the Fiscal Agent), and (iii) so long as any Note is outstanding, a Calculation Agent having a specified office in a European city. If the Calculation Agent is unable or unwilling to continue to act as such or if the Calculation Agent fails to make any calculations in relation to the Notes, the Issuer shall appoint some other leading European bank engaged in the Euro inter-bank market (acting through its principal European office) to act in its place, subject to having given notice to the Noteholders in accordance with Condition 11 not more than 45 nor less than 30 days prior to such appointment. The Calculation Agent may not resign its duties without a successor having been so appointed. Any notice of a change in Fiscal Agent, Paying Agent, Calculation Agent or their specified office shall be given to Noteholders as specified in Condition 11.

### 7.4 Certificates to be final



All certificates, communications, opinion, determinations, calculation, quotations and decisions given, expressed, made or obtained for the purpose of the provisions of these Conditions whether by the Calculation Agent shall (in the absence of wilful default or manifest error) be binding on the Issuer, the Calculation Agent, the Paying Agents, the Fiscal Agent, and all the Noteholders. No Noteholder shall (in the absence as aforesaid) be entitled to proceed against the Calculation Agent or any of them in connection with the exercise or non-exercise by them of their powers, duties and discretions.

## 8. TAXATION

### 8.1 Withholding Tax Exemption

Since the Notes constitute *obligations* and therefore are deemed to be issued outside of France for tax purposes, payments of interest and other revenues made by the Issuer in respect of the Notes to Noteholders who are not concurrently shareholders of the Issuer benefit under present law (as interpreted in the ruling of the *Direction Générale des Impôts* N° 2007/59 dated January 8, 2008) from the exemption from the withholding tax 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* (General Tax Code). Accordingly, such payments do not give the right to any tax credit from any French source.

### 8.2 Additional Amounts

If French law should require that payments of principal or interest in respect of any Note be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied by or on behalf of the Republic of France or any authority therein or thereof 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 holder of each Note, after such deduction or withholding, will receive the full amount then due and payable thereon in the absence of such deduction or withholding; provided, however, that the Issuer shall not be liable to pay any such additional amounts in respect of any Note to a Noteholder (or beneficial owner (*ayant droit*)):

- (a) who is subject to such taxes, duties, assessments or other governmental charges in respect of such Note by reason of his having some present or former connection with the Republic of France other than the mere holding of such Note; or
- (b) who could avoid such deduction or withholding by making a declaration of non-residence or similar claim for exemption or reduction of the applicable deduction or withholding but fails to do so; or
- (c) more than 30 days after the Relevant Date (as defined below), except to the extent that the holder thereof would have been entitled to such additional amounts on the last day of such period of 30 days; or
- (d) where such deduction or withholding is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other European Union Directive implementing the conclusion of the ECOFIN Council meeting of November 26-27, 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (e) who would be able to avoid such withholding or deduction if payments were made by another Paying Agent in a Member State of the European Union.

For this purpose, the “**Relevant Date**” in relation to any Note means whichever is the later of (A) the date on which the payment in respect of such Note first becomes due and payable, and (B) if the full amount of the moneys payable on such date in respect of such Note has not been received by the Fiscal Agent on or prior to such date, the date on which notice is given in accordance with Condition 11 to Noteholders that such moneys have been so received.

References in these Conditions to principal and interest shall be deemed also to refer to any additional amounts which may be payable under the provisions of this Condition 8.

### 8.3 Supply of Information

Each Noteholder shall be responsible for supplying to the relevant Paying Agent, in a timely manner, any information as may be required by the latter in order for it to comply with the identification and reporting obligations imposed on it by the European Council Directive 2003/48/EC or any European Directive implementing the conclusions of the ECOFIN Council Meeting of November 26-27, 2000 on the taxation of

savings income or any law implementing or complying with, or introduced in order to conform to such Directive.

#### 9. EVENT OF DEFAULT

If any judgment is issued for the insolvent judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer has been liquidated for any other reason, then the Notes shall become immediately due and payable as described below.

The rights of the Noteholders in the event of a liquidation of the Issuer will be calculated on the basis of the Original Principal Amount of the Notes together with interest accrued and due in accordance with the Conditions and any other outstanding payments under the Notes. No payments will be made to the Noteholders before all amounts due, but unpaid, to all other creditors of the Issuer (including creditors of Unsubordinated Obligations of the Issuer, creditors of Ordinarily Subordinated Obligations of the Issuer, lenders in relation to *prêts participatifs* granted to the Issuer and holders of *titres participatifs* issued by the Issuer, but excluding Deeply Subordinated Obligations and Support Agreement Claims, which will be paid pro rata with the Notes) have been paid by the Issuer, as ascertained by the judicial liquidator.

No payments will be made to holders of shares of any class whatsoever of the share capital of the Issuer and no reimbursement of the T3CJ will be made before all amounts due, but unpaid, to all Noteholders under the Notes have been paid by the Issuer, as ascertained by the judicial liquidator.

#### 10. REPRESENTATION OF THE NOTEHOLDERS

The Noteholders will be grouped automatically for the defence of their respective common interests in a masse (hereinafter referred to as the “*Masse*”).

The Masse will be governed by the provisions of the French *Code de Commerce*.

##### 10.1 Legal Personality

The Masse will be a separate legal entity and will be acting in part through one representative (hereinafter called “Representative”) and in part through a general assembly of the Noteholders.

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

##### 10.2 Representative

The mandate of representative of the Masse may be entrusted only to persons of French nationality or to nationals of a Member State of the European Communities, domiciled in French territory, and to the associations and companies with their registered office therein.

However, the following Persons may not be chosen as Representative:

- (a) the Issuer, the members of its board of directors (*conseil d'administration*), its general managers (*directeurs généraux*), its statutory auditors, or its employees as well as their ascendants, descendants and spouse; or
- (b) companies guaranteeing all or part of the obligations of the Issuer, their respective managers (*gérants*), general managers (*directeurs généraux*), members of their board of directors, executive board, or supervisory board, their statutory auditors, or employees as well as their ascendants, descendants and spouse; or
- (c) companies holding 10 per cent or more of the share capital of the Issuer or companies having 10 per cent or more of their share capital held by the Issuer; or
- (d) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

The following person is designated as Representative:

Bertrand Delaitre  
33 rue des Tulipiers  
93110 Rosny sous Bois  
France

The alternative representative (the “**Alternative Representative**”) shall be:

Evelyne Lefort  
1 rue Pierre Debœuf  
94350 Villiers sur Marne  
France

In the event of death, incompatibility, resignation or revocation of the Representative, such Representative will be replaced by the Alternative Representative and all references to the “Representative” will be deemed to be references to the “Alternative Representative”. The Alternative Representative shall have the same powers as the Representative.

In the event of death, incompatibility, resignation or revocation of the Alternative Representative, a replacement will be elected by a meeting of the general assembly of the Noteholders.

The Issuer shall pay to the Representative an amount of €200 per year payable on the anniversary of the Issue Date in each year, commencing on the first such anniversary in 2009. The Alternative Representative will only become entitled to the annual remuneration of €200 if it exercises the duties of Representative on a permanent basis; such remuneration will accrue from the day on which it assumes such duties.

All interested parties will at all times have the right to obtain the name and address of the Representative and the Alternative Representative at the head office of the Issuer and at the offices of any of the Paying Agents.

#### 10.3 Powers of the Representative

The Representative shall, in the absence of any decision to the contrary of the general assembly of Noteholders, have the power to take all acts of management to defend the common interests of the Noteholders. All legal proceedings against the Noteholders or initiated by them, must be brought against the Representative or by it.

The Representative may not interfere in the management of the affairs of the Issuer.

#### 10.4 General Assemblies of Noteholders

General assemblies of the Noteholders may be held at any time, on convocation either by the Issuer or by the Representative. One or more Noteholders, holding together at least one-thirtieth of outstanding Notes may address to the Issuer and the Representative a demand for convocation of the general assembly. If such general assembly has not been convened within two months from such demand, such Noteholders may commission one of themselves to petition a Court sitting in the jurisdiction of the Court of Appeal of Paris to appoint an agent (*mandataire*) who will call the meeting.

Notice of the date, hour, place, agenda of any general assembly will be published as provided under Condition 11.

Each Noteholder has the right to participate in general assemblies in person or by proxy. Each Note carries the right to one vote.

#### 10.5 Powers of General Assemblies

A general assembly is empowered to deliberate on the fixing of the remuneration of the Representative and the Alternative Representative and their dismissal and replacement, and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the Notes, including authorising the Representative to act as plaintiff or defendant.

A general assembly may further deliberate on any proposal relating to the modification of the Terms and Conditions of the Notes including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that a general assembly may not increase amounts payable by Noteholders, nor establish any unequal treatment between the Noteholders, nor decide to convert the Notes into shares, and that no amendment to the status of the Notes may be approved until the consent of the SGCB has been obtained in relation to such amendment.

Meetings of a general assembly may deliberate validly on first convocation only if Noteholders present or represented hold at least a fifth of the Notes then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-third majority of votes cast by the Noteholders attending such meeting or represented thereat. In accordance with Article R.228-71 of the French *Code de commerce*, the rights of each Noteholder to participate in the general assemblies will be evidenced by the entries

in the books of the relevant Account Holder of the name of such Noteholder on the third Business day in Paris preceding the date set for the meeting of the relevant general assembly at 0 hours, Paris time.

Decisions of the general assemblies must be published in accordance with the provisions set forth in Condition 11.

#### 10.6 Information to the Noteholders

Each Noteholder or representative thereof will have the right, during the 15 day period preceding the holding of each general assembly, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the general assembly, which will be available for inspection at the principal office of the Issuer, at the specified offices of the Paying Agents and at any other place specified in the notice of the general assembly given in accordance with Condition 11.

#### 10.7 Expenses

The Issuer will pay all expenses incurred in the operation of the Masse, including expenses relating to the calling and holding of general assemblies and the expenses which arise by virtue of the remuneration of the Representative, and more generally all administrative expenses resolved upon by a general assembly of the Noteholders, it being expressly stipulated that no expenses may be imputed against interest payable on the Notes.

### 11. NOTICES

Notices to the Noteholders shall be valid if published in a legal newspaper ("*journal d'annonces légales*") and the "*Bulletin des Annonces Légales Obligatoires*" and also, so long as the Notes are listed on the EU regulated market of the Luxembourg Stock Exchange, on the website of the Luxembourg Stock Exchange ("[www.bourse.lu](http://www.bourse.lu)"). Any such notice shall be deemed to have been given on the date of such publication or, if published on different dates, on the date of the last publication as provided above.

### 12. PRESCRIPTION

Claims against the Issuer for the payment of principal and interest in respect of the Notes shall become prescribed 10 years (in the case of principal) and 5 years (in the case of interest) from the due date for payment thereof.

### 13. FURTHER ISSUES

The Issuer may from time to time, subject to the prior written approval of the SGCIB but without the consent of the Noteholders, issue further notes to be assimilated (*assimilables*) with the Notes as regards their financial service, provided that such further notes and the Notes shall carry rights identical in all respects (or in all respects except for the first payment of interest thereon) and that the terms of such further notes shall provide for such assimilation. In the event of such assimilation, the Noteholders and the holders of any assimilated (*assimilables*) notes will for the defence of their common interests be grouped in a single Masse having legal personality.

### 14. GOVERNING LAW AND JURISDICTION

The Notes are governed by, and shall be construed in accordance with, the laws of the Republic of France.

In relation to any legal action or proceeding arising out of or in connection with the Notes, the Issuer irrevocably submits to the jurisdiction of the competent courts in Paris.

#### **USE OF PROCEEDS**

The Issuer intends to use the net proceeds of the issuance of the Notes for general corporate purposes.

## TAXATION

The information contained in this section is not intended as tax advice and does not purport to describe all of the tax considerations that may be relevant to a prospective purchaser of the Notes. It is based upon tax laws (including tax treaties) and administrative decrees in the relevant jurisdictions as in effect as of the date hereof, which are subject to change, potentially with retroactive or retrospective effect.

Prospective purchasers of the Notes are advised to consult their own advisors as to the tax consequences of an investment in the Notes.

### European Union

On June 3, 2003, the European Council of Economic and Finance Ministers adopted the Directive 2003/48/EC on taxation of savings income in the form of interest payments (the “**Savings Directive**”). Pursuant to the Savings Directive and subject to a number of conditions being met, Member States are required, since July 1, 2005, to provide to the tax authorities of another Member State, *inter alia*, details of payments of interest within the meaning of the Savings Directive (interest, 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 Savings 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, unless the relevant beneficial owner of such payment elects for the Disclosure of Information Method or for the tax certificate procedure, withhold an amount on interest payments. The rate of such withholding tax equals 20% as from July 1, 2008 and during the subsequent three years and 35% as from July 1, 2011 until the end of the transitional period.

Such transitional period will end at the end of the first full fiscal year following the later of (i) the date of entry into force of an agreement between the European Community, following a unanimous decision of the European Council, and the last of Switzerland, Liechtenstein, San Marino, Monaco and Andorra, providing for the exchange of information upon request as defined in the OECD Model Agreement on Exchange of Information on Tax Matters released on April 18, 2002 (the “**OECD Model Agreement**”) with respect to interest payments within the meaning of the Savings Directive, in addition to the simultaneous application by those same countries of a withholding tax on such payments at the rate applicable for the corresponding periods mentioned above and (ii) the date on which the European Council unanimously agrees that the United States of America is committed to exchange of information upon request as defined in the OECD Model Agreement with respect to interest payments within the meaning of the Savings Directive.

A number of non-EU countries and dependent or associated territories have agreed to adopt similar measures (transitional withholding or Disclosure of Information Method) with effect since July 1, 2005.

### Luxembourg

The following information is of a general nature only and is based on the laws in force in Luxembourg as of the date of this Prospectus. It does not purport to be a comprehensive description of all tax implications that might be relevant to an investment decision. It is included herein solely for preliminary information purposes. It is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Notes should consult their professional advisers with respect to particular circumstances, the effects of state, local or foreign laws to which they may be subject and as to their tax position.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy

impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds de l'emploi*), as well as personal income tax (*impôt sur le revenu*) generally. Corporate investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

### ***Withholding tax***

#### ***Resident investors***

Under the Luxembourg law dated December 23, 2005 (hereafter, the "**Law**"), a 10% Luxembourg withholding tax is levied as of January 1, 2006 on interest payments made by Luxembourg paying agents to Luxembourg individual residents. This withholding tax also applies on accrued interest received upon disposal, redemption or repurchase of the Notes. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth.

Further, Luxembourg resident individuals who are the beneficial owners of interest payments made by a paying agent established outside Luxembourg in a Member State of the European Union or the European Economic Area or in a jurisdiction having concluded an agreement with Luxembourg in connection with the EU Savings Directive may also opt for a final 10% levy. In such case, the 10% levy is calculated on the same amounts as for the payments made by Luxembourg resident paying agents. The option for the 10% final levy must cover all interest payments made by the paying agent to the Luxembourg resident beneficial owner during the entire civil year.

#### ***Non-resident investors***

Under Luxembourg tax law currently in effect and subject to the application of the Luxembourg laws dated June 21, 2005 (the "**Laws**") implementing the Savings Directive and several agreements concluded between Luxembourg and certain dependant territories of the European Union, there is no withholding tax on payments of interest (including accrued but unpaid interest) made to Luxembourg non-resident holders of Notes. There is also no Luxembourg withholding tax, upon repayment of the principal or, subject to the application of the Laws, upon redemption or exchange of the Notes.

Under the Laws, a Luxembourg based paying agent (within the meaning of the Directive) is required since July 1, 2005 to withhold tax on interest and other similar income (including reimbursement premium received at maturity) paid by it to (or under certain circumstances, to the benefit of) an individual or a residual entity in the sense of article 4.2. of the Directive (*i.e.* an entity without legal personality except for (1) a Finnish *avoin yhtiö* and *kommandiittiyhtiö* / *öppet bolag* and *kommanditbolag* and (2) a Swedish *handelsbolag* and *kommanditbolag*, and whose profits are not taxed under the general arrangements for the business taxation and that is not, or has not opted to be considered as, a UCITS recognized in accordance with Council Directive 85/611/EEC) ("**Residual Entities**"), resident or established in another Member State of the European Union unless the beneficiary of the interest payments elects for an exchange of information. The same regime applies to payments to individuals or Residual Entities resident in any of the following territories: Aruba, British Virgin Islands, Guernsey, Isle of Man, Jersey, Montserrat and the Netherlands Antilles.

The withholding tax rate is currently of 20% (as from July 1, 2008) increasing to 35% (as from July 1, 2011). 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 other countries.

In each case described here above, responsibility for the withholding of such tax will be assumed by the Luxembourg paying agent.

## ***Income tax***

### ***Resident investors - General***

Any investor who is a resident of Luxembourg for tax purposes or who has a permanent establishment or a permanent representative in Luxembourg to which the Notes are attributable, is subject to Luxembourg income tax in respect of the interest paid or accrued on the Notes. Specific exemptions may be available for certain taxpayers benefiting from a particular tax status.

#### ***Resident individual investors***

A Luxembourg resident individual acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax in respect of interest received, redemption premiums or issue discounts under the Notes, except if a final withholding tax has been levied on such payments in accordance with the Law.

Under Luxembourg domestic tax law, gains realised upon the sale, disposal or redemption of Notes, which do not constitute zero coupon Notes, by a Luxembourg resident who acts in the course of the management of his/her private wealth, are not subject to Luxembourg income tax, provided this sale or disposal took place at least six months after the acquisition of the Notes. A Luxembourg resident individual, who acts in the course of the management of his/her private wealth, has further to include the portion of the gain corresponding to accrued but unpaid income in respect of the Notes in his/her taxable income, insofar as the accrued but unpaid interest is indicated separately in an agreement.

Interest derived from as well as gains realized upon a sale or disposal, in any form whatsoever, of the Notes by a Luxembourg resident individual holder acting in the course of the management of a professional or business undertaking are subject to Luxembourg income taxes.

#### ***Resident corporate investors***

Interest derived from as well as gains realised by a Luxembourg resident corporate entity, who is a resident of Luxembourg for tax purposes, on the sale or disposal, in any form whatsoever, of Notes are subject to Luxembourg income taxes.

Luxembourg resident corporate entities who benefit from a special tax regime, such as for example holding companies subject to the amended law of July 31, 1929, undertakings for collective investment subject to the amended laws of December 20, 2002, specialized investment funds governed by the law of February 13, 2007 or family wealth management companies governed by the law of May 11, 2007 are exempt from income taxes in Luxembourg and thus income derived from the Notes, as well as gains realized thereon, are not subject to Luxembourg income taxes.

### ***Non-resident investors***

A non-resident investor, not having a permanent establishment or a permanent representative in Luxembourg to which the Notes are attributable, is not subject to Luxembourg income tax on interest received or accrued on the Notes. A gain realised by such non-resident investor, on the sale or disposal, in any form whatsoever, of Notes is further not subject to Luxembourg income tax.

A non-resident corporate investor or an individual investor acting in the course of the management of a professional or business undertaking, who has a permanent establishment or a permanent representative in Luxembourg to which the Notes are attributable, is subject to Luxembourg income tax on interest accrued or received on the Notes and on any gains realised upon the sale or disposal, in any form whatsoever, on the Notes.

## ***Net wealth tax***

Luxembourg resident investors or non-resident investors who have a permanent establishment or a permanent representative in Luxembourg to which the Notes are attributable, may be subject to Luxembourg net



wealth tax on such Notes, except if the investor is (i) a resident or non-resident individual taxpayer, (ii) a holding company subject to the amended law of July 31, 1929, (iii) an undertaking for collective investment subject to the amended law of December 20, 2002, (iv) a securitization company governed by the law of March 22, 2004 on securitisation, (v) a company governed by the law of June 15, 2004 on venture capital vehicles, (vi) a specialized investment fund subject to the law of February 13, 2007 or (vii) or a family wealth management company governed by the law of May 11, 2007.

#### ***Other Taxes***

The issuance, sale and disposal of the Notes will not be subject to a Luxembourg registration or stamp duty other than a fixed €12.- registration duty in case of a voluntary registration.

Under present Luxembourg tax law, where an individual holder of Notes is a resident for inheritance tax purposes of Luxembourg at the time of his/her death, the Notes are included in his or her taxable estate for inheritance tax purposes. Gift tax may be due on a gift or donation of the Notes, if the gift is recorded in a Luxembourg deed.

#### **France**

The Savings Directive has been implemented in French law under Article 242 *ter* of the French Code *Général des Impôts* (General Tax Code), 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.

Since the Notes constitute *obligations* under French law and are therefore deemed to be issued outside France for tax purposes, payments of interest and other revenues made by the Issuer in respect of the Notes to Noteholders who are not concurrently shareholders of the Issuer benefit under present law (as interpreted in the ruling N° 2007/59 of the *Direction Générale des Impôts* dated January 8, 2008) from the exemption from the withholding tax 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.

## **SUBSCRIPTION**

The Notes were fully subscribed and paid for at a price equal to 99.8 per cent of their nominal amount under a private placement not requiring a prospectus in accordance with the Prospectus Directive. This Prospectus has been prepared solely in connection with the application for listing the Notes on the official list of the Luxembourg Stock Exchange and for trading on the EU regulated market of the Luxembourg Stock Exchange.

CALYON Crédit Agricole CIB acted as the initial subscriber and placement agent in connection with the issue and sale of the Notes.

## GENERAL INFORMATION

1. The total estimated costs for the admission to trading are €7,000.
2. The Notes have been accepted for clearance through Euroclear France and Clearstream, Luxembourg and Euroclear with the Common Code number of 039102757. The International Securities Identification Number (ISIN) for the Notes is FR0010670422. The address of Euroclear France is 155, rue Réaumur, 75081 Paris Cedex 02 France. The address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, 1855 Luxembourg, Luxembourg.
3. The issue of the Notes has been authorised pursuant to a decision of the *Adjoint du Directeur de la Gestion Financière* of the Issuer dated September 26, 2008 acting pursuant to a resolution of the Board of Directors (*Conseil d'Administration*) of the Issuer dated May 14, 2008.
4. Copies of the audited consolidated and non-consolidated accounts of the Issuer for the years ended December 31, 2007 and December 31, 2006, the audited consolidated accounts of the Crédit Agricole Group for the years ended December 31, 2007 and December 31, 2006, the unaudited financial review of the Issuer for the three months ended March 31, 2008, the unaudited interim condensed consolidated financial statements of the Issuer for the six months ended June 30, 2008, the constitutional documents (*statuts*) of the Issuer and this Prospectus (including the Documents Incorporated by Reference and any supplement hereto) may be obtained free of charge, and copies of the Fiscal Agency Agreement 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. The Prospectus and all documents incorporated by reference are also available on the website of the Luxembourg Stock Exchange ("www.bourse.lu").
5. Ernst & Young & Autres and PricewaterhouseCoopers Audit (statutory auditors) have audited the non-consolidated and consolidated financial statements of the Issuer for the year ended December 31, 2007 and December 31, 2006. Ernst & Young & Autres belongs to the *Compagnie Régionale des Commissaires aux Comptes de Versailles* and PricewaterhouseCoopers Audit to the *Compagnie Régionale des Commissaires aux Comptes de Versailles*.
6. Since June 30, 2008 there has been no significant change in the financial or trading position, and since June 30, 2008 there has been no material adverse change, in the prospects of the Issuer except as disclosed in this Prospectus.
7. Except as disclosed in this Prospectus, there are no governmental, legal or arbitration proceedings pending or, to the Issuer's knowledge, threatened against the Issuer, or any subsidiary of the Issuer during the 12 months prior to the date hereof which may have or have had in the recent past a significant effect, in the context of the issue of the Notes, on the financial position or profitability of the Issuer or any subsidiary of the Crédit Agricole S.A. Group.
8. There is no explicit yield to maturity. The Notes do not carry a fixed date for redemption and the Issuer is not obliged, and under certain circumstances is not permitted, to make payments on the Notes at the full stated rate.
9. At the date of this Prospectus, there is no conflict of interest that is material to the issue of the Notes.

**REGISTERED OFFICE OF THE ISSUER**

Crédit Agricole S.A.  
91-93 boulevard Pasteur  
75015 Paris, France

**FISCAL AGENT, PRINCIPAL PAYING AGENT AND CALCULATION AGENT**

CACEIS Corporate Trust S.A.  
14, rue Rouget de Lisle  
92130 Issy-les-Moulineaux  
France

**LUXEMBOURG LISTING AND PAYING AGENT**

CACEIS Bank Luxembourg  
5 Allée Scheffer L-2520  
Luxembourg,  
Grand Duchy of Luxembourg

**LEAD MANAGER**

CALYON  
9, quai du Président Paul Doumer  
92920 Paris La Défense Cedex  
France

**LEGAL ADVISORS TO THE ISSUER AND THE LEAD MANAGER**

*as to French law*  
Cleary Gottlieb Steen & Hamilton LLP  
12, rue de Tilsitt  
75008 Paris, France

**AUDITORS TO THE ISSUER**

Ernst & Young et Autres  
41, rue Ybry  
92576 Neuilly-sur-Seine Cedex  
France

PricewaterhouseCoopers Audit  
63, rue de Villiers  
92208 Neuilly-sur-Seine Cedex  
France