



BPCE
Euro 40,000,000,000
Euro Medium Term Note Programme

Under the Euro Medium Term Note Programme described in this Base Prospectus (the “**Programme**”), BPCE (the “**Issuer**” or “**BPCE**”), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes under the Programme (the “**Notes**”). The aggregate nominal amount of Notes outstanding will not at any time exceed Euro 40,000,000,000 (or the equivalent in other currencies).

This Base Prospectus supersedes and replaces the Base Prospectus dated 5 November 2010 and shall be in force for a period of one year as of the date set out hereunder.

Application has been made for approval of this Base Prospectus to the *Autorité des marchés financiers* (the “**AMF**”) in France in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* which implements Directive 2003/71/EC of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading (the “**Prospectus Directive**”). References in this Base Prospectus to the Prospectus Directive shall include the amendments made by Directive 2010/73/EU (the “**2010 PD Amending Directive**”) to the extent that such amendments have been implemented in the relevant Member State of the European Economic Area (the “**EEA**”).

Application may be made to Euronext Paris for the period of 12 months from the date of this Base Prospectus for Notes issued under the Programme to be listed and admitted to trading on Euronext Paris and/or to the competent authority of any other Member State of the EEA for Notes issued under the Programme to be listed and admitted to trading on a Regulated Market (as defined below) in such Member State.

Euronext Paris is a Regulated Market for the purposes of Directive 2004/39/EC on Markets in Financial Instruments (a “**Regulated Market**”).

However, Notes which are not admitted to trading on a Regulated Market in a Member State of the EEA may be issued pursuant to the Programme. The relevant final terms (the “**Final Terms**”) (a form of which is contained herein) in respect of the issue of any Notes will specify whether or not such Notes will be admitted to trading, and, if so, the relevant Regulated Market in the EEA. The relevant Final Terms in respect of the issue of any Notes will specify whether or not such Notes will be listed and, if so, the relevant stock exchange.

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

Notes will be in such denomination(s) as may be specified in the relevant Final Terms, save that the minimum denomination of each Note will be €1,000 or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date, or such higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant specified currency. Dematerialised Notes will at all times be in book entry form in compliance with Articles L.211-3 and R.211-1 of the French *Code monétaire et financier*. No physical documents of title will be issued in respect of the Dematerialised Notes. Dematerialised Notes may, at the option of the Issuer, be in bearer form (*au porteur*) inscribed as from the issue date in the books of Euroclear France (“**Euroclear France**”) (acting as central depository) which shall credit the accounts of Account Holders (as defined in “Terms and Conditions of the Notes - Form, Denomination(s), Title, Redenomination and Method of Issue”) including Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depository bank for Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”) or in registered form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder (as defined in Condition 1(c)(iv)), in either fully registered form (*nominatif pur*), in which case they will be inscribed with the registration agent (designated in the relevant Final Terms) for the Issuer, or in administered registered form (*nominatif administré*) in which case they will be inscribed in the accounts of the Account Holders designated by the relevant Noteholders.

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

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

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

Unless otherwise specified in the applicable Final Terms, it is expected that the Notes issued under the Programme will receive the following ratings, which are those given to the Programme:

Status of the Notes	Rating given by Fitch Ratings	Rating given by Moody’s Investors Service	Rating given by Standard & Poor’s Ratings Services
Unsubordinated Notes (long term)	A+	Aa3	A+
Unsubordinated Notes (short term)	F1+	Prime-1	A-1
Subordinated Notes (Lower Tier 2)	N/A	A1	A
Subordinated Notes (Upper Tier 2)	N/A	Baa2	N/A

Fitch Ratings, Moody’s Investors Service and Standard & Poor’s Ratings Services will only rate Tier 1 Subordinated Notes (as defined herein), on a case-by-case basis. Fitch Ratings and Standard & Poor’s Ratings Services will only rate Upper Tier 2 Subordinated Notes (as defined herein), on a case-by-case basis. Fitch Ratings will only rate Lower Tier 2 Subordinated Notes (as defined herein), on a case-by-case basis. Notes issued pursuant to the Programme may be unrated or rated differently in certain circumstances. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating mentioned in the above table. The Issuer’s counterparty credit rating by Standard & Poor’s Ratings Services is A+/Stable/A-1 as of 18 October 2011; the Issuer’s long-term debt ratings by Moody’s Investors Service are Aa3 with a stable outlook and the Issuer’s short term debt ratings by Moody’s Investors Service are Prime-1 as of 2 September 2011; the Issuer’s Long-Term issuer default ratings by Fitch Ratings are A+ with a stable outlook and the Issuer’s short term issuer default ratings by Fitch Ratings are F1+ as of 31 October 2011. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency. The credit ratings included or referred to in Base Prospectus will be treated for the purposes of the Regulation (EC) No. 1060/2009 on credit ratings agencies (the “**CRA Regulation**”) as having been issued by Fitch Ratings, Moody’s Investors Service and Standard & Poor’s Ratings Services, which are established in the European Union, and registered under the CRA Regulation. The relevant Final Terms will specify whether or not credit ratings are issued by a credit rating agency established in the European Union and registered under the CRA Regulation.

The Base Prospectus, any supplement thereto and the Final Terms will be available on the website of the Issuer (www.bpce.fr), on the website of the AMF (www.amf-france.org) and as described in “**General Information – Availability of Documents**” and in the relevant Final Terms.

Prospective investors should have regard to the factors described under the section headed “Risk Factors” in this Base Prospectus, before deciding to invest in the Notes issued under the Programme.

Arranger

NATIXIS

Dealers

BPCE

NATIXIS

This Base Prospectus (together with any supplements to this Base Prospectus published from time to time (each a “Supplement” and together the “Supplements”)) comprises a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC (the “Prospectus Directive”) in respect of, and for the purpose of giving information with regard to the Issuer, the Groupe BPCE SA and the Groupe BPCE and the Notes which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and the rights attaching to the Notes.

No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers or the Arranger (each as defined in “Summary of the Programme”). Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer, the Groupe BPCE SA or the Groupe BPCE since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer, the Groupe BPCE SA or the Groupe BPCE since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer, the Dealers and the Arranger to inform themselves about and to observe any such restriction. The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”) or with any state or other jurisdiction of the United States and include Materialised Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to the account or benefit of U.S. persons (as defined in Regulation S under the Securities Act (“Regulation S”) or, in the case of Materialised Notes in bearer form, the U.S. Internal Revenue Code of 1986, as amended (the “U.S. Internal Revenue Code”). The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. For a description of certain restrictions on offers and sales of Notes and on distribution of this Base Prospectus, see “Subscription and Sale”.

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

The Arranger and the Dealers (other than BPCE in its capacity as Issuer) have not separately verified the information contained in this Base Prospectus. None of the Dealers (other than BPCE in its capacity as Issuer) or the Arranger makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Base Prospectus. Neither this Base Prospectus nor any other financial statements or any other information incorporated by reference are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arranger or the Dealers that any recipient of this Base Prospectus or any other financial statements or any other information incorporated by reference should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of

the Dealers (other than BPCE in its capacity as Issuer) or the Arranger undertakes to review the financial condition or affairs of the Issuer, the Groupe BPCE SA or the Groupe BPCE during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.

In connection with any Tranche (as defined in Condition 1(e) of the Terms and Conditions of the Notes “*Form, Denomination(s), Title, Redenomination and Method of Issue*”), one or more of the Dealers may act as a stabilising manager. The identity of the stabilising managers will be disclosed in the relevant Final Terms. References in the next paragraph to “the issue of any Tranche” are to each Tranche in relation to which a stabilising manager is appointed. Any such transactions will be carried out in accordance with applicable laws and regulations.

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

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to “€”, “Euro”, “EUR” or “euro” are to the currency of the participating member states of the European Economic and Monetary Union which was introduced on 1 January 1999, references to “£”, “pounds sterling”, “GBP” and “Sterling” are to the lawful currency of the United Kingdom, references to “\$”, “USD” and “U.S. Dollars” are to the lawful currency of the United States of America, references to “¥”, “JPY”, “Japanese yen” and “Yen” are to the lawful currency of Japan and references to “CHF” and “Swiss francs” are to the lawful currency of the Helvetic Confederation.

CERTAIN TERMS USED IN THIS BASE PROSPECTUS

“**Banques Populaires**” means the 19 *Banques Populaires* (made up of 17 regional banks, CASDEN Banque Populaire and Crédit Coopératif).

“**BFBP**” means the *Banque Fédérale des Banques Populaires*, a French *société anonyme*.

“**BPCE**” means BPCE, a French *société anonyme*.

“**Caisses d’Epargne**” means the 17 *Caisses d’Epargne et de Prévoyance*.

“**CNCE**” means the *Caisse Nationale des Caisses d’Epargne et de Prévoyance*, a French *société anonyme*, the former central body of the Groupe Caisse d’Epargne.

“**Combination Transactions**” means the contribution by CNCE and BFBP of certain assets and businesses to BPCE, and certain related transactions, all of which took place on 31 July 2009, all as further described in the BPCE 2010 Registration Document (defined under “Documents Incorporated by Reference”).

“**Groupe Banque Populaire**” means the consolidated group formed by BFBP, its consolidated subsidiaries and associates, the Banques Populaires and certain affiliated entities, in each case prior to the Combination Transactions.

“**Groupe BPCE**” means Groupe BPCE SA, the Banques Populaires, the Caisses d’Epargne and certain affiliated entities.

“**Groupe BPCE SA**” means BPCE and its consolidated subsidiaries and associates.

“**Groupe Caisse d’Epargne**” means the consolidated group formed by CNCE, its consolidated subsidiaries and associates, the Caisses d’Epargne and certain affiliated entities, in each case prior to the Combination Transactions.

References to the Issuer are to BPCE.

FORWARD-LOOKING STATEMENTS

Many statements made or incorporated by reference in this Base Prospectus are forward-looking statements that are not based on historical facts and are not assurances of future results. Many of the forward-looking statements contained in this Base Prospectus may be identified by the use of forward-looking words, such as “believe”, “expect”, “anticipate”, “should”, “planned”, “estimate” and “potential”, among others.

Because these forward-looking statements involve risks and uncertainties, there are important factors that could cause actual results to differ materially from those expressed or implied by these forward-looking statements. These factors include:

- Risks that Groupe BPCE may not achieve the financial objectives in its announced strategic plan;
- Risks that BPCE and the Groupe BPCE may not achieve the expected synergies from the Combination Transactions;
- Risks relating to the guarantee in favor of Natixis provided by BPCE;
- Risks inherent to banking activities including credit risks, market, liquidity and financing risks, operational risks and insurance risks;
- Risks relating to adverse global economic and market conditions;
- Risks that legislative action and other measures taken by governments and regulators in France or globally may have a significant impact on French and international financial institutions;
- Risks that BPCE may be required to contribute funds to the entities that are part of the financial solidarity mechanism that encounter financial difficulties, including some entities in which BPCE holds no economic interest;
- A substantial increase in new provisions for losses greater than the level of previously recorded provisions could adversely affect BPCE’s results of operations and financial condition; and
- Other factors described under “Risk Factors”.

These statements are not guarantees of future performance and are subject to certain risks, uncertainties and assumptions that are difficult to predict. Therefore, BPCE’s actual results and those of the Groupe BPCE could differ materially from those expressed or forecast in any forward-looking statements as a result of a variety of factors, including those in “Risk Factors” set forth in this Base Prospectus. Investors should carefully consider the section “Risk Factors” of this Base Prospectus for a discussion of some of the risks that should be considered in evaluating the offer made hereby.

All forward-looking statements attributed to BPCE or a person acting on its behalf are expressly qualified in their entirety by this cautionary statement. BPCE undertakes no obligation to publicly update or revise any forward-looking statements following their original date of publication, whether as a result of new information or subsequent or future events or for any other reason.

INTRODUCTORY NOTICE

This Base Prospectus has been drawn up in accordance with Annexes IV, V and XII of Commission Regulation (EC) No.809/2004.

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RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with any Notes for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read all the information set out elsewhere in this Base Prospectus (including any documents deemed to be incorporated by reference herein), the applicable Final Terms and reach their own views in light of their financial circumstances and investment objectives prior to making any investment decision.

These risk factors may be completed in the Final Terms of the relevant Notes for a particular issue of Notes.

RISK FACTORS RELATED TO THE ISSUER

See BPCE 2010 Registration Document, pages 109 to 160, BPCE 2010 First Update, pages 31 to 36, BPCE 2010 Second Update, pages 21 to 39 and BPCE 2010 Third Update, pages 45 to 49, as defined and further described under “Documents Incorporated by Reference” in this Base Prospectus

Risks Relating to the Combination Transactions and the Groupe BPCE’s Strategic Plan

Groupe BPCE may not realize the objectives in its strategic plan announced in 2010.

On 25 February 2010, Groupe BPCE announced a strategic plan for 2010-2013 that contemplates a number of initiatives, including a focus on commercial banking activities and the core customer-based business of Natixis, the implementation of significant cost and revenue synergies, and the simplification of Groupe BPCE’s structure. In connection with the strategic plan, Groupe BPCE announced a number of financial targets. These financial objectives were established primarily for the purposes of planning and allocation of resources, are based on a number of assumptions, and do not constitute projections or forecasts of anticipated results. The actual results of Groupe BPCE are likely to vary (and could vary significantly) from these targets for a number of reasons, including the materialisation of one or more of the risk factors described in the present section. If Groupe BPCE does not realise its objectives, then its financial condition and the value of the Notes could be adversely affected.

BPCE and the Groupe BPCE may not achieve the expected synergies from the Combination Transactions.

The Groupe BPCE intends to seek significant synergies from the Combination Transactions, which it hopes will result in lower aggregate costs, more efficient operations and better opportunities for business development. If the Groupe BPCE does not achieve the expected synergies from the Combination Transactions, the actual benefits will be lower than anticipated, and the results of operations and financial condition of the Groupe BPCE SA and the Groupe BPCE will be adversely affected.

The ability of the Groupe BPCE to realize anticipated synergies will depend on a number of factors, many of which are beyond the control of BPCE and the entities in the Groupe BPCE. The Groupe BPCE may fail to achieve expected synergies for any number of reasons, including difficulties encountered in the

integration process, disruptions caused by the unique structure of the Groupe BPCE or the materialisation of risks relating to ordinary banking activities. Any of these factors, among others, could result in the actual level of business development and/or cost synergies being lower than anticipated.

Risks Relating to the Structure of the Groupe BPCE SA and the Groupe BPCE

BPCE may be required to contribute funds to the entities that are part of the financial solidarity mechanism if they encounter financial difficulties, including some entities in which BPCE holds no economic interest.

As the central body of the Groupe BPCE, BPCE guarantees the liquidity and solvency of each of the regional banks (the Caisses d'Épargne and the Banques Populaires), as well as the other members of the affiliated group that are credit institutions subject to regulation in France. The affiliated group includes BPCE affiliates such as Natixis, Crédit Foncier de France and Banque Palatine (a more complete list is included in the BPCE Reference Document). While each of the regional banks and the other members of the affiliated group are required to provide similar support to BPCE, there can be no assurance that the benefits of the financial solidarity mechanism for BPCE will outweigh its costs.

To assist BPCE in assuming its central body liabilities and to ensure mutual support within the Groupe BPCE, a guarantee fund has been established to cover liquidity and solvency risks, with an amount of €1.122 billion as of 14 September 2011. The regional banks and the entities in the affiliated group will be required to make additional contributions to the guarantee fund from their future profits. While the guarantee fund provides a substantial source of resources to fund the financial solidarity mechanism, there can be no assurance that it will be sufficient for this purpose. If the guarantee fund turns out to be insufficient, BPCE will be required to make up the shortfall.

BPCE does not have voting rights in shareholders meetings of the Caisses d'Épargne and the Banques Populaires.

BPCE's financial strength is derived in significant part from the regional retail banks, both as a result of the support undertakings in the financial solidarity mechanism, and as a result of BPCE's non-voting equity interest in the regional retail banks (through Natixis, which holds 20% non-voting equity interests in the regional retail banks). While BPCE has significant powers to monitor and supervise the regional retail banks in its capacity as central body of the Groupe BPCE, it does not have any voting power in respect of decisions that require the consent of shareholders of the regional banks.

BPCE is subject to certain risks as a result of the guarantee in favor of Natixis provided by BPCE.

BPCE has provided Natixis with a guarantee to protect Natixis from the risk of future losses and the volatility of results linked to a segregated portfolio of sensitive and non-strategic assets that is being managed by Natixis in run-off mode. The guarantee, which is in part in the form of a total return swap and in part in the form of a financial guarantee, was provided in order to reduce the impact of future value adjustments and provisions in respect of these assets on the financial results of Natixis, which have been significantly affected by such value adjustments and provisions since the beginning of the global financial crisis. The principal terms of the guarantee are described in the BPCE 2010 Registration Document, which is incorporated by reference in this Base Prospectus. See "Documents Incorporated by Reference."

The effect of the guarantee is to shift the large majority of the risk of future value adjustments and provisions from Natixis to BPCE. Because Natixis is a consolidated subsidiary of BPCE, the guarantee will not have any impact on the consolidated net banking income, operating income or cost of risk of the Groupe BPCE or the Groupe BPCE SA. However, the guarantee will have an impact on the share of net income attributable to minority interests and, correspondingly, to net income attributable to equity holders of the parent and shareholders' equity. As a result, the results of operations and financial condition of the

Groupe BPCE and the Groupe BPCE SA could be adversely affected if significant value adjustments and provisions are recorded in respect of the underlying assets in the future.

Risks Relating to the Activities of BPCE

BPCE is subject to several categories of risks inherent in banking activities.

There are four main categories of risks inherent in BPCE's activities (including those of the Groupe BPCE SA and the Groupe BPCE), which are summarized below. The risk factors that follow elaborate on or give specific examples of these different types of risks (including the impact of the recent financial crisis), and describe certain additional risks faced by BPCE.

- *Credit Risk.* Credit risk is the risk of financial loss relating to the failure of a counterparty to honor its contractual obligations. The counterparty may be a bank, a financial institution, an industrial or commercial enterprise, a government and its various entities, an investment fund, or a physical person. Credit risk arises in lending activities and also in various other activities where BPCE is exposed to the risk of counterparty default, such as its trading, capital markets, derivatives and settlement activities. Credit risk also arises in connection with the factoring businesses of BPCE, although the risk relates to the credit of the counterparty's customers, rather than the counterparty itself.
- *Market and Liquidity Risk.* Market risk is the risk to earnings that arises primarily from adverse movements of market parameters. These parameters include, but are not limited to, foreign exchange rates, bond prices and interest rates, securities and commodities prices, derivatives prices, credit spreads on financial instruments, and prices of other assets such as real estate.

Liquidity is also an important component of market risk. In instances of little or no liquidity, a market instrument or transferable asset may not be negotiable at its estimated value (as was the case for some categories of assets in the disrupted market environment of recent years). A lack of liquidity can arise due to diminished access to capital markets, unforeseen cash or capital requirements or legal restrictions.

Market risk arises in trading portfolios and in non-trading portfolios. In non-trading portfolios, it encompasses:

- the risk associated with asset and liability management, which is the risk to earnings arising from asset and liability mismatches in the banking book or in the insurance business; this risk is driven primarily by interest rate risk;
 - the risk associated with investment activities, which is directly connected to changes in the value of invested assets within securities portfolios, which can be recorded either in the income statement or directly in shareholders equity; and
 - the risk associated with certain other activities, such as real estate, which is indirectly affected by changes in the value of negotiable assets held in the normal course of business.
- *Operational Risk.* Operational risk is the risk of losses due to inadequate or failed internal processes, or due to external events, whether deliberate, accidental or natural occurrences. Internal processes include, but are not limited to, human resources and information systems, risk management and internal controls (including fraud prevention). External events include among others floods, fires, windstorms, earthquakes or terrorist attacks.

- *Insurance Risk.* Insurance risk is the risk to earnings due to mismatches between expected and actual claims. Depending on the insurance product, this risk is influenced by, among others, macroeconomic changes, changes in customer behavior, changes in public health, pandemics, accidents and catastrophic events (such as earthquakes, windstorms, industrial disasters, or acts of terrorism or war).

Disruptions in global financial markets have had, and may in the future have, an adverse impact on BPCE's earnings and financial condition.

The activities, earnings and financial condition of the entities in the Groupe BPCE SA and the Groupe BPCE (particularly Natixis) were affected, and those of the Groupe BPCE SA and the Groupe BPCE could in the future be affected, by the significant and unprecedented recent disruptions in the financial markets, in particular in the primary and secondary debt markets, by the European sovereign debt crisis and the recent global economic recession.

In 2007, 2008, 2009 and 2010, reflecting concern about the stability of the financial markets generally and the strength of counterparties, many lenders and institutional investors reduced or ceased providing funding to borrowers, including to other financial institutions. This market turmoil and the tightening of credit led to an increased level of commercial and consumer delinquencies, a lack of consumer confidence, increased market volatility, steep declines in stock market indices and a widespread reduction of business activity generally. Conditions in the debt markets included reduced liquidity and increased credit risk premiums, which significantly increased the cost of debt funding. The significant disruption of the secondary debt market exacerbated these conditions and reduced the availability of financing for new loan production.

The disruptions in the financial markets included the disappearance of trading markets for many complex assets, particularly those based on subprime mortgage loans. The resulting uncertainty regarding asset values led to substantial write-downs on the books of global financial institutions, including the Groupe BPCE SA and the Groupe BPCE. Other asset categories were also affected as institutions sold them to meet liquidity needs. Adverse conditions spread to the economy generally as the lack of liquidity in financial markets affected the cost and availability of financing for businesses.

European markets have recently experienced significant disruptions as a result of concerns regarding the ability of certain countries in the euro-zone to refinance their debt obligations.

The austerity plans implemented by the governments in Europe and successive downgrades by the ratings agencies of several European countries and the US have raised fears of contagion to neighbouring countries. These disruptions have caused volatility in the exchange rate of the euro against other major currencies, affected the levels of stock market indices and created uncertainty regarding the near-term economic prospects of countries in the European Union. There has also been an indirect impact on financial markets worldwide. If economic conditions in Europe were to deteriorate further, or if the recent disruptions were to impair the capacity of the European or global markets to recover from the recent worldwide financial crisis, this could have an adverse impact on the results of operations and financial condition of the Groupe BPCE SA and the Groupe BPCE.

Natixis, BPCE's majority owned subsidiary, may not be able to fully and efficiently wind down those of its operations that are impacted by the financial crisis.

Natixis is in the process of phasing down certain activities that were affected by the financial crisis, particularly corporate and investment banking activities that involved incurring proprietary risks, including exposure to structured products and complex derivatives. The phase-down has included and may include in the future the sale of assets affected by the crisis to the extent market conditions permit.

Natixis may find itself unable to phase down these remaining activities as quickly or efficiently as it hopes, either because there are no buyers willing to pay a reasonable price for the relevant assets or activities, or because there is no liquid market for the relevant assets, or because the ongoing obligations of Natixis make a sale or phase-down impracticable. In some cases, Natixis may dispose of assets and positions by entering into offsetting or hedging transactions with third parties, in which case Natixis will bear the credit risk of those third parties. If Natixis is unable to wind down these lines of business as planned, then it will not achieve (or will only partially achieve) its objective of reducing its exposure to market volatility and diversifying its revenue and income base. This could have a material adverse effect on the results of operations and financial condition of the Groupe BPCE SA.

Legislative action and regulatory measures taken in response to the global financial crisis may materially impact BPCE and the financial and economic environment in which it operates.

Legislation and various regulations have been enacted or proposed recently with a view to introducing a number of changes in the global financial environment. While the objective of these new measures is to avoid a recurrence of the financial crisis, the impact of the new measures could be to change substantially the environment in which BPCE and other financial institutions operate.

The new measures that have been or may be adopted include more stringent capital requirements, taxes on financial transactions, on bank assets and liabilities and on employee compensation over specified levels, limits on the types of activities that commercial banks can undertake (particularly proprietary trading), restrictions on certain types of financial products such as derivatives, and the creation of new and strengthened regulatory bodies. In many countries, the vast majority of these topics are addressed only in proposals that are still under discussion and that are subject to revision, and which need adapting to each country's framework by national regulators. Even in countries in which comprehensive legislation has been adopted (such as the United States), numerous regulations must be adopted by government agencies, and the potential impact of those regulations is subject to significant uncertainty. As a result, it is not possible to predict which new measures will ultimately be adopted, what their final form will be or what impact they will have on the Groupe BPCE or the Groupe BPCE SA.

Recent conditions in the European financial markets may have an impact on the markets in which the Groupe BPCE and the Groupe BPCE SA operate.

European markets have recently experienced significant disruptions as a result of concerns regarding the ability of certain countries in the euro-zone to refinance their debt obligations. These disruptions have caused volatility in the exchange rate of the euro against other major currencies, affected the levels of stock market indices and created uncertainty regarding the near-term economic prospects of countries in the European Union. There has also been an indirect impact on financial markets worldwide.

While the impact of these events on the Groupe BPCE and the Groupe BPCE SA has been relatively limited so far (given that the Groupe BPCE has relatively few activities that involve the most affected countries), if economic conditions in Europe were to deteriorate further, or if the recent disruptions were to impair the capacity of the European or global markets to recover from the recent worldwide financial crisis, then the impact on BPCE may become more significant.

BPCE and its corporate and investment banking subsidiary, Natixis, must maintain high credit ratings, or their business and profitability could be adversely affected.

Credit ratings are important to the liquidity of BPCE and its affiliates that are active in financial markets (principally the corporate and investment banking subsidiary, Natixis). A downgrade in credit ratings could adversely affect the liquidity and competitive position of BPCE or Natixis, increase borrowing costs, limit access to the capital markets or trigger obligations under certain bilateral provisions in some

trading, derivatives and collateralized financing contracts. BPCE's cost of obtaining long-term unsecured funding, and that of Natixis, is directly related to their respective credit spreads (the amount in excess of the interest rate of government securities of the same maturity that is paid to debt investors), which in turn depend in large part on their credit ratings. Increases in credit spreads can significantly increase BPCE's or Natixis' cost of funding. Changes in credit spreads are continuous, market-driven, and subject at times to unpredictable and highly volatile movements. Credit spreads are also influenced by market perceptions of creditworthiness. In addition, credit spreads may be influenced by movements in the cost to purchasers of credit default swaps referenced to BPCE's or Natixis' debt obligations, which is influenced both by the credit quality of those obligations, and by a number of market factors that are beyond the control of BPCE and Natixis.

A substantial increase in new provisions for losses greater than the level of previously recorded provisions could adversely affect BPCE's results of operations and financial condition.

In connection with its lending activities, the entities in the Groupe BPCE periodically establish provisions for loan losses, which are recorded in their income statement under cost of risk. Their overall level of provisions is based upon their assessment of prior loss experience, the volume and type of lending being conducted, industry standards, past due loans, economic conditions and other factors related to the recoverability of various loans. For further information on provisioning policies and its treatment of doubtful loans of the entities in the Groupe BPCE, see the discussions of risk management in the BPCE 2010 Registration Document and its updates. Although the entities in the Groupe BPCE endeavor to establish an appropriate level of provisions, the Groupe BPCE's lending businesses may have to increase their provisions for loan losses in the future as a result of increases in non-performing assets, deteriorating economic conditions leading to increases in defaults and bankruptcies, or for other reasons. Any significant increase in provisions for loan losses or a significant change in the Groupe BPCE's estimate of the risk of loss inherent in its portfolio of non-impaired loans, as well as the occurrence of loan losses in excess of the provisions allocated with respect thereto, would have an adverse effect on BPCE's results of operations and financial condition.

The ability of the entities in the Groupe BPCE to attract and retain qualified employees is critical to the success of the Groupe BPCE's business and failure to do so may materially affect its performance.

The employees of the entities in the Groupe BPCE are the Groupe BPCE's most important resource. In many areas of the financial services industry, competition for qualified personnel is intense. BPCE's results depend on the ability of the Groupe BPCE to attract new employees and to retain and motivate its existing employees. Changes in the business environment (including taxes or other measures designed to limit compensation of banking sector employees) may cause the Groupe BPCE to move employees from one business to another or to reduce the number of employees in certain of its businesses; this may cause temporary disruptions as employees adapt to new roles and may reduce the Groupe BPCE's ability to take advantage of improvements in the business environment. This may impact the Groupe BPCE's ability to take advantage of business opportunities or potential efficiencies.

Future events may be different than those reflected in the management assumptions and estimates used in the preparation of the financial statements of the entities in the Groupe BPCE, which may cause unexpected losses in the future.

Pursuant to IFRS rules and interpretations in effect as of the present date, the entities in the Groupe BPCE SA and the Groupe BPCE are required to use certain estimates in preparing their financial statements, including accounting estimates to determine loan loss reserves, reserves related to future litigation, and the fair value of certain assets and liabilities, among other items. Should the estimated values for such items prove substantially inaccurate, particularly because of significant and unexpected market

movements, or if the methods by which such values were determined are revised in future IFRS rules or interpretations, the Groupe BPCE SA and the Groupe BPCE may experience unexpected losses.

The Groupe BPCE SA, particularly Natixis, may incur significant losses on its trading and investment activities due to market fluctuations and volatility.

As part of its trading and investment activities, Natixis maintains positions in the fixed income, currency, commodity and equity markets, as well as in unlisted securities, real estate and other asset classes (the same is true of other Groupe BPCE SA entities, although to a lesser extent). These positions can be adversely affected by volatility in financial and other markets, that is, the degree to which prices fluctuate over a particular period in a particular market, regardless of market levels. Volatility can also lead to losses relating to a broad range of other trading and hedging products Natixis uses, including swaps, futures, options and structured products, if they prove to be insufficient or excessive in relation to Natixis' expectations.

To the extent that Natixis owns assets, or has net long positions, in any of those markets, a downturn in those markets can result in losses due to a decline in the value of its net long positions. Conversely, to the extent that Natixis has sold assets that it does not own, or has net short positions, in any of those markets, an upturn in those markets can expose it to losses as it attempts to cover its net short positions by acquiring assets in a rising market. Natixis may from time to time have a trading strategy of holding a long position in one asset and a short position in another, from which it expects to earn net revenues based on changes in the relative value of the two assets. If, however, the relative value of the two assets changes in a direction or manner that Natixis did not anticipate or against which it is not hedged, Natixis might realize a loss on those paired positions. Such losses, if significant, could adversely affect Natixis' results of operations and financial condition, and therefore those of the Groupe BPCE SA.

The Groupe BPCE SA and the Groupe BPCE may generate lower revenues from brokerage and other commission and fee-based businesses during market downturns.

Market downturns, such as the current one, are likely to lead to a decline in the volume of transactions that Groupe BPCE entities execute for their customers and as a market maker, and, therefore, to a decline in net banking income from these activities. In addition, because the fees that the Groupe BPCE entities charge for managing their customers' portfolios are in many cases based on the value or performance of those portfolios, a market downturn that reduces the value of its customers' portfolios or increases the amount of withdrawals would reduce the revenues such entities receive from the distribution of mutual funds and other financial savings products (for the Caisses d'Epargne and Banques Populaires), or from the asset management business (for Natixis).

Even in the absence of a market downturn, below-market performance by the Groupe BPCE's mutual funds and other products may result in increased withdrawals and reduced inflows, which would reduce the revenues the Groupe BPCE receives from its asset management business.

Protracted market declines can reduce liquidity in the markets, making it harder to sell assets and possibly leading to material losses.

In some of the Groupe BPCE's businesses, protracted market movements, particularly asset price declines, can reduce the level of activity in the market or reduce market liquidity. These developments can lead to material losses if the Groupe BPCE cannot close out deteriorating positions in a timely manner. This may be the case especially for assets that BPCE holds for which the markets are not very liquid to begin with. Assets that are not traded on stock exchanges or other public trading markets, such as derivatives contracts between banks, may have values that the Groupe BPCE calculates using models

other than publicly-quoted prices. Monitoring the deterioration of prices of assets such as these is difficult and could lead to losses that the Groupe BPCE did not anticipate.

Significant interest rate changes could adversely affect BPCE's net banking income or profitability.

The amount of net interest income earned by the Groupe BPCE SA and the Groupe BPCE during any given period significantly affects its overall net banking income and profitability for that period. In addition, significant changes in credit spreads, such as the widening of spreads experienced recently, can impact the results of operations of the Groupe BPCE SA and the Groupe BPCE. Interest rates are highly sensitive to many factors beyond the control of the Groupe BPCE entities. Changes in market interest rates could affect the interest rates charged on interest-earning assets differently than the interest rates paid on interest-bearing liabilities. Any adverse change in the yield curve could cause a decline in net interest income from lending activities. In addition, increases in the interest rates at which short-term funding is available and maturity mismatches may adversely affect the profitability of the Groupe BPCE SA and the Groupe BPCE. Increasing or high interest rates and/or widening credit spreads, especially if such changes occur rapidly, may create a less favorable environment for certain banking businesses.

Changes in exchange rates can significantly affect BPCE's results.

The entities in the Groupe BPCE SA conduct a significant portion of their business in currencies other than the euro, in particular in the United States dollar, and their net banking income and results of operations can be affected by exchange rate fluctuations. While the Groupe BPCE SA incurs expenses in currencies other than the euro, the impact of these expenses only partially compensates for the impact of exchange rate fluctuations on net banking income. Natixis is particularly vulnerable to fluctuations in the exchange rate between the United States dollar and the euro, as a significant portion of its net banking income and results of operations is earned in the United States. In the context of its risk management policies, BPCE and its affiliates enter into transactions to hedge exposure to exchange rate risk. However, these transactions may not be fully effective to offset the effects of unfavorable exchange rates on operating income; they may even, in certain hypothetical situations, amplify these effects.

An interruption in or a breach of the information systems of entities in the Groupe BPCE, or those of third parties, may result in lost business and other losses.

As with most other banking groups, the Groupe BPCE SA and the Groupe BPCE rely heavily on communications and information systems to conduct their business, as their activities require them to process a large number of increasingly complex transactions. Any failure or interruption or breach in security of these systems could result in failures or interruptions in customer relationship management, general ledger, deposit, trading and/or loan organisation systems. If the information systems failed, even for a short period of time, the affected Groupe BPCE SA entities would be unable to serve some customers' needs in a timely manner and could thus lose their business. Likewise, a temporary shutdown of information systems, despite back-up recovery systems and contingency plans, could result in considerable information retrieval and verification costs, and even a decline in proprietary businesses if, for instance, such a shutdown occurs during the implementation of hedging policies. The inability of the Groupe BPCE SA's systems to accommodate an increasing volume of transactions could also constrain its ability to expand its businesses. The Groupe BPCE and the Groupe BPCE SA also face the risk of operational failure or termination of any of the clearing agents, exchanges, clearing houses, depositaries or other financial intermediaries or outside vendors they use to execute or facilitate securities transactions. As their interconnectivity with customers grows, their entities may also increasingly face the risk of operational failure with respect to their customers' systems.

Unforeseen events can interrupt BPCE's operations and cause substantial losses and additional costs.

Unforeseen events like severe natural disasters, pandemics, terrorist attacks or other states of emergency can lead to an abrupt interruption of operations of entities in the Groupe BPCE SA and the Groupe BPCE, and, to the extent not partially or entirely covered by insurance, can cause substantial losses. Such losses can relate to property, financial assets, trading positions and key employees. Such unforeseen events may additionally disrupt the Groupe BPCE's and the Groupe BPCE SAs' infrastructure, or that of third parties with which they conduct business, and can also lead to additional costs (such as relocation costs of employees affected) and increase' costs (such as insurance premiums). Such events may also make insurance coverage for certain risks unavailable and thus increase the Groupe BPCE's global risk.

The Groupe BPCE SA may be vulnerable to political, macroeconomic and financial environments or circumstances specific to the countries where it does business.

Certain entities in the Groupe BPCE SA are subject to country risk, which is the risk that economic, financial, political or social conditions in a foreign country will affect its financial interests. Natixis in particular does business throughout the world, including in developing regions of the world commonly known as emerging markets. In the past, many emerging market countries have experienced severe economic and financial disruptions, including devaluations of their currencies and capital and currency exchange controls, as well as low or negative economic growth. The Groupe BPCE SA's businesses and revenues derived from operations and trading outside the European Union and the United States, although limited, are subject to risk of loss from various unfavorable political, economic and legal developments, including currency fluctuations, social instability, changes in governmental policies or policies of central banks, expropriation, nationalisation, confiscation of assets and changes in legislation relating to local ownership. In addition, recent instability in certain European Union countries in which it operates, following increased fears about the level of public debt in such countries, may adversely impact Groupe BPCE's business and results.

BPCE is subject to extensive supervisory and regulatory regimes in France and in the many countries around the world in which the Groupe BPCE operates; regulatory actions and changes in these regulatory regimes could adversely affect the Groupe BPCE's business and results.

A variety of supervisory and regulatory regimes apply to entities in the Groupe BPCE SA and the Groupe BPCE in each of the jurisdictions in which they operate. Non-compliance could lead to significant intervention by regulatory authorities and fines, public reprimand, damage to reputation, enforced suspension of operations or, in extreme cases, withdrawal of authorisation to operate. The financial services industry has experienced increased scrutiny from a variety of regulators in recent years, as well as an increase in the penalties and fines sought by regulatory authorities, a trend that may be accelerated in the current financial context. The businesses and earnings of the Groupe BPCE entities can be materially adversely affected by the policies and actions of various regulatory authorities of France, other European Union or foreign governments and international agencies. Such constraints could limit the ability of the Groupe BPCE entities to expand their business or to pursue certain activities. The nature and impact of future changes in such policies and regulatory action are unpredictable and are beyond the Groupe BPCE's control. Such changes could include, but are not limited to, the following:

- the monetary, interest rate and other policies of central banks and regulatory authorities;
- general changes in government or regulatory policy that may significantly influence investor decisions in particular markets in which the Groupe BPCE entities operate;
- general changes in regulatory requirements, for example, prudential rules relating to the capital adequacy framework, such as those that are being proposed as part of the Basel III process;

- changes in rules and procedures relating to internal controls;
- changes in the competitive environment and pricing practices;
- changes in the financial reporting environment;
- limitations on employee compensation;
- expropriation, nationalisation, price controls, exchange controls, confiscation of assets and changes in legislation relating to foreign ownership; and
- any adverse change in the political, military or diplomatic environments creating social instability or an uncertain legal situation capable of affecting the demand for the products and services offered by the Groupe BPCE.

Tax laws and their interpretation in France and in the countries in which BPCE does business may significantly affect BPCE's results.

As a multinational banking group involved in complex and large-scale cross-border transactions, the Groupe BPCE SA (particularly Natixis) is subject to tax legislation in a number of countries. The Groupe BPCE SA structures its business globally in order to optimize its effective tax rate. Modifications to the tax regime by the competent authorities in those countries may have a significant effect on the results of the Groupe BPCE SA. The Groupe BPCE manages its business so as to create value from the synergies and commercial capacities of its different entities. It also endeavors to structure the financial products sold to its clients in a tax-efficient manner. The structures of intragroup transactions and of the financial products sold by the Groupe BPCE entities are based on the Groupe BPCE's own interpretations of applicable tax laws and regulations, generally relying on opinions received from independent tax counsel, and, to the extent necessary, on rulings or specific guidance from competent tax authorities. There can be no assurance that the tax authorities will not seek to challenge such interpretations, in which case the Groupe BPCE entities could become subject to tax claims.

A failure of or inadequacy in BPCE's risk management policies, procedures and methods may leave it exposed to unidentified or unanticipated risks, which could lead to material losses.

The risk management techniques and strategies of the Groupe BPCE SA and the Groupe BPCE may not effectively limit its risk exposure in all economic market environments or against all types of risk, including risks that the Groupe BPCE fails to identify or anticipate. The Groupe BPCE's risk management techniques and strategies may also not effectively limit its risk exposure in all market patterns. These techniques and strategies may not be effective against certain risks, particularly those that the Groupe BPCE has not previously identified or anticipated. Some of the Groupe BPCE's qualitative tools and metrics for managing risk are based upon its use of observed historical market behavior. The Groupe BPCE's risk managers apply statistical and other tools to these observations to arrive at quantifications of its risk exposures. These tools and metrics may fail to predict future risk exposures. These risk exposures could, for example, arise from factors the Groupe BPCE did not anticipate or correctly evaluate in its statistical models or from unexpected and unprecedented market movements. This would limit the Groupe BPCE's ability to manage its risks. The Groupe BPCE's losses could therefore be significantly greater than the historical measures indicate. In addition, the Groupe BPCE's quantified modeling does not take all risks into account. The Groupe BPCE's qualitative approach to managing those risks could prove insufficient, exposing it to material unanticipated losses. In addition, while no material issue has been identified to date, the risk management systems are subject to the risk of operational failure, including fraud. See "Risk Management" and the related sections of the BPCE 2010 Registration Document and its updates for a more detailed discussion of the policies, procedures and methods that Groupe BPCE entities use to identify, monitor and manage its risks.

BPCE's hedging strategies may not prevent losses.

If any of the variety of instruments and strategies that the Groupe BPCE uses to hedge its exposure to various types of risk in its businesses is not effective, the Groupe BPCE may incur losses. Many of its strategies are based on historical trading patterns and correlations. For example, if the Groupe BPCE holds a long position in an asset, it may hedge that position by taking a short position in an asset where the short position has historically moved in a direction that would offset a change in the value of the long position. However, the Groupe BPCE may only be partially hedged, or these strategies may not be fully effective in mitigating the Groupe BPCE's risk exposure in all market environments or against all types of risk in the future. Unexpected market developments, such as the ones which are experienced in international financial markets, may also affect the Groupe BPCE's hedging strategies. In addition, the manner in which gains and losses resulting from certain ineffective hedges are recorded may result in additional volatility in reported earnings.

BPCE may have difficulty in identifying, executing and integrating an external growth policy in its acquisitions or joint ventures.

BPCE's development strategy may include external growth transactions in the medium term, particularly in the European and international retail banking sector. Even though BPCE expects to review the companies it will acquire or joint ventures into which it will enter, it is generally not feasible for these reviews to be comprehensive in all respects. As a result, BPCE may have to assume unanticipated liabilities, an acquisition or joint venture may not perform as well as expected, the synergies expected may not be realized in whole or in part, or the transaction may give rise to costs that are higher than foreseen. In addition, it might have difficulty integrating any entity with which it combines its operations. Failure to complete announced business combinations or failure to integrate acquired businesses or joint ventures successfully into the businesses of BPCE could materially adversely affect the Groupe BPCE's profitability. It could also lead to departures of key employees, or lead to increased costs and reduced profitability if BPCE felt compelled to offer them financial incentives to remain. In the case of joint ventures, BPCE is subject to additional risks and uncertainties in that it may be dependent on, and subject to liability, losses or reputational damage relating to, systems, controls and personnel that are not under its control. In addition, conflicts or disagreements between BPCE and its joint venture partners may negatively impact the benefits intended to be achieved by the joint venture.

Intense competition, both in BPCE's home market of France, where it has the largest single concentration of its businesses, as well as internationally, could adversely affect the Groupe BPCE's net banking income and profitability.

Competition is intense in all of the primary business areas of the Groupe BPCE in France and in the other countries in which the Groupe BPCE conducts business. The Groupe BPCE competes on the basis of a number of factors, including transaction execution, its products and services, innovation, reputation and price. The Groupe BPCE also faces increased competition due to consolidation and new entrants. Consolidation has created a number of firms, in particular in the European financial services markets, that, like the Groupe BPCE, have the ability to offer a wide range of products, from insurance, loans and deposit taking to brokerage, investment banking and asset management services. If the Groupe BPCE is unable to continue to respond to the competitive environment in France or in its other major markets with attractive product and service offerings that are profitable, it may lose market share in important areas of its business or incur losses on some or all of its activities. In addition, downturns in the global economy or in the economy of the Groupe BPCE's major markets could add to the competitive pressure, through, for example, increased price pressure and lower business volumes for the Groupe BPCE and its competitors.

BPCE's profitability and business prospects could be adversely affected by reputational and legal risk.

Various issues may give rise to reputational risk and cause harm to the Groupe BPCE entities and their business prospects. These issues include inappropriately dealing with potential conflicts of interest, legal and regulatory requirements, competition issues, ethical issues, money laundering laws, information security policies and sales and trading practices (including practices relating to disclosures to customers). Failure to address such issues appropriately could also give rise to additional legal risk, which could increase the number of litigation claims and the amount of damages asserted against the Groupe BPCE entities, or subject the Groupe BPCE entities to regulatory sanctions.

RISK FACTORS RELATING TO THE NOTES

General Risks Relating to the Notes

Independent Review and Advice, Suitability of Investment

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

Some Notes which are complex financial instruments may be redeemable at an amount below par in which case investors may lose all or part of the value of their investment.

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

Potential Conflicts of Interest

The Issuer, the Dealer(s) or their respective affiliates may deal with and engage generally in any kind of commercial or investment banking or other business with any issuer of the securities taken up in an index, their respective affiliates or any guarantor or any other person or entities having obligations relating to any issuer of the securities taken up in an index or their respective affiliates or any guarantor in the same manner as if any index-linked Notes issued under the Programme did not exist, regardless of whether any such action might have an adverse effect on an issuer of the securities taken up in the index, any of their respective affiliates or any guarantor.

The Issuer may from time to time be engaged in transactions involving an index or related derivatives which may affect the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders.

Potential conflicts of interest may arise between the calculation agent, if any, for a Tranche of Notes and the Noteholders, including with respect to certain discretionary determinations and judgements that such calculation agent may make pursuant to the Terms and Conditions that may influence the amount receivable upon redemption of the Notes.

Legality of Purchase

Neither the Issuer, the Dealer(s) nor any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor of the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

Modification, waivers and substitution

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

A Noteholder's actual yield on the Notes may be reduced from the stated yield by transaction costs

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the profit potential of the Notes. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of securities (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

Taxation

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

EU Savings Directive

On 3 June 2003, the European Council of Economic and Finance Ministers adopted a Directive 2003/48/EC on the taxation of savings income in the form of interest payments (the "**Directive**"). Under the Directive Member States are required, since 1 July 2005, to provide to the tax authorities of another Member State details of payments of interest (or similar income) made by a person located within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State (the "**Disclosure of Information Method**"). However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise or unless the relevant beneficial owner elects for the Disclosure of Information Method) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

For these purposes, the term “paying agent” is defined widely and includes in particular any economic operator who is responsible for making interest payments, within the meaning of the Directive, for the immediate benefit of the beneficial owner.

If, following implementation of the Directive, a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax.

On 15 September 2008 the European Commission issued a report to the Council of the European Union on the operation of the Directive, which included the Commission's advice on the need for changes to the Directive. On 13 November 2008 the European Commission published a more detailed proposal for amendments to the Directive, which included a number of suggested changes. The European Parliament has adopted an amended version of this proposal on 24 April 2009. If any of those proposed changes are made in relation to the Directive, they may amend or broaden the scope of the requirements described above.

See section entitled “Taxation”.

French Insolvency Law

Under French insolvency law, in the case of companies with more than 150 employees or a turnover greater than €20 million, their safeguard or judicial reorganization plan may be adopted through the so-called “committee process” under which :

- (i) two creditors’ committees (one for financial creditors having a claim against the debtor and the other for “major suppliers” i.e suppliers having a claim that represents more than 3% of the total amount of the claims of all the debtor’s suppliers) must be established in the event of the opening of safeguard (*procédure de sauvegarde*) or judicial reorganisation proceedings (*procédure de redressement judiciaire*); only the financial creditors’ committee referred to above must be established in the event of the opening of accelerated financial safeguard proceedings (*procédure de sauvegarde financière accélérée*),
- (ii) holders of debt securities that qualify as obligations within the meaning of Article L. 213-5 of the French *Code monétaire et financier* are automatically grouped into a single general meeting of holders (the “ **General Meeting** ”) in case of the opening of safeguard proceedings (*procédure de sauvegarde*), accelerated financial safeguard proceedings (*procédure de sauvegarde financière accélérée*) or judicial reorganization proceedings (*procédure de redressement judiciaire*) of the Issuer.

The General Meeting comprises holders of all debt securities issued by the Issuer (including the Notes) that qualify as obligations within the meaning of Article L. 213-5 of the French *Code monétaire et financier*, whether or not under a debt issuance programme (EMTN), whether or not issued in France or abroad and regardless of their governing law.

The creditors’ committees and the General Meeting must be consulted on the draft safeguard or judicial reorganization plan prepared by the Issuer and the court-appointed administrator.

In order to be adopted through the creditors committee process the plan must be approved by the General Meeting :

- in the event of the opening of safeguard or judicial reorganization proceedings, within the first 6 months after such opening and after approval by each of the two creditors’ committees,

- in the event of the opening of accelerated financial safeguard proceedings, within the first 2 months after such opening and after approval by the financial creditors committee,

In each of the committees and in the General Meeting, such approval requires the affirmative vote of the creditors holding at least two-thirds of the value of the claims held by the debt holders expressing a vote. No quorum is required

Each creditor committee and the General Meeting may in particular agree to:

- reschedule or write-off amounts due to the holders of debt securities (including the Noteholders);
- establish an unequal treatment between holders of debt securities (including the Noteholders); and/or
- decide to convert debt securities (including the Notes) into securities that give or may give rights to share capital (subject to the relevant shareholder consent).

For the avoidance of doubt, the provisions relating to the Representation of the Noteholders described in this Base Prospectus, or, where applicable, in the French *Code de commerce*, will not be applicable to the extent they are not in compliance with compulsory insolvency law provisions that apply in these circumstances.

Following approval by the creditors' committees and the General Meeting, the plan must be submitted for approval to the relevant court. In considering such approval, the court must verify that the interests of all creditors are sufficiently protected, taking into consideration the contractual subordination arrangements existing among creditors when the proceedings were opened. Once approved by the court, the safeguard or reorganization plan accepted by the committees and the General Meeting will be binding on all the members of the committees and the General Meeting (including those who voted against the adoption of the plan).

In the event of the opening of safeguard or judicial reorganization proceedings, with respect to creditors that are not members of the committees or the General Meeting, or in the event no committees are established, or in the event approval of the committees or the General Meeting has not been obtained within the first 6 months, creditors will be consulted on an individual or collective basis, and asked whether they accept debt deferrals and/or write-offs provided for in the plan. In those circumstances, the court has the right to accept debt deferrals or write-offs with respect to the claims of creditors who have consented to such measures, but it may otherwise only impose uniform debt deferrals (with interest) for a maximum period of 10 years.

In the event of the opening of accelerated safeguard proceedings, creditors that are not members of the financial creditors' committees or of the General Meeting are paid when due. In the event that no plan is adopted by the financial creditors' committee and the General Meeting within the first 2 months, the court puts an end to such proceedings.

Change of Law

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

No active Secondary/Trading Market for the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there may be no active trading market. If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. Although in relation to Notes to be admitted to trading on Euronext Paris and/or any other regulated market in the European Economic Area, the Final Terms of the Notes will be filed with the *Autorité des marchés financiers* in France and/or with the competent authority of the regulated market of the European Economic Area where the Notes will be admitted to trading, there is no assurance that such filings will be accepted, that any particular Tranche of Notes will be so admitted or that an active secondary trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes. As a consequence, investors may not be able to sell Notes readily or at prices that will enable them to realise their anticipated yield. No investor should purchase Notes unless the investor understands and is able to bear the risk that certain Notes will not be readily sellable, that the value of Notes will fluctuate over time and that such fluctuations will be significant.

Risk of fluctuation in exchange rates

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

Any decline in the credit ratings of the Issuer or changes in rating methodologies may affect the market value of the Notes

One or more independent credit rating agencies may assign credit ratings of the Issuer with respect to the Notes. The credit ratings of the Issuer are an assessment of its ability to pay its obligations, including those on Notes. Consequently, actual or anticipated declines in the credit ratings of the Issuer may affect the market value of the Notes.

The credit ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. In addition, the credit rating agencies may change their methodologies for rating securities with features similar to the Notes in the future. This may include the relationship between ratings assigned to an issuer's senior securities and ratings assigned to securities with features similar to the Notes, sometimes called "notching". If the rating agencies were to change their practices for rating such securities in the future and/or the ratings of the Notes were to be subsequently lowered, revised, suspended or withdrawn, this may have a negative impact on the trading price of the Notes.

Market Value of the Notes

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

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

Risks related to the structure of a particular issue of Notes

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

An early redemption at the option of the Issuer, if provided for in any Final Terms for a particular issue of Notes, could cause the yield anticipated by Noteholders to be considerably less than anticipated

Unless in the case of any particular Tranche of Notes the relevant Final Terms specify otherwise, in the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the country of domicile (or residence for tax purposes) by the Issuer, or on behalf of France, or any political subdivision thereof or any authority therein or thereof having power to tax as provided in Condition 6 of the Terms and Conditions of the Notes, the Issuer may and, in certain circumstances, shall (subject, in the case of Subordinated Notes, to the prior written consent of the *Secrétariat Général de l'Autorité de Contrôle Prudentiel* in France) redeem all outstanding Notes in accordance with the Terms and Conditions.

In addition, if in the case of any particular Tranche of Notes the relevant Final Terms specify that the Notes are redeemable at the Issuer's option in certain other circumstances the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. During a period when the Issuer may elect, or has elected, to redeem Notes, such Notes may feature a market value not substantially above the price at which they can be redeemed. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes and may only be able to do so at a lower rate. Prospective investors should consider reinvestment risk in light of other investments available at that time.

The value of Fixed Rate Notes may change

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

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

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

Notes may affect the market value and the secondary market (if any) of the Floating Rate Notes (and vice versa).

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

The market value of Inverse Floating Rate Notes may be more volatile than that of Floating Rate Notes based on the same reference rate

Investment in Notes which bear interest at an inverse floating rate comprise (i) a fixed base rate minus (ii) a reference rate. The market value of such Notes typically is more volatile than the market value of Floating Rate Notes based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Risks related to the conversion on Fixed to Floating Rate Notes

Fixed to Floating Rate Notes initially bear interest at a fixed rate; conversion from a fixed rate to a floating rate then takes place either automatically or at the option of the Issuer if certain predetermined conditions are met. The conversion (whether it be automatic or optional) of the interest rate will affect the secondary market and the market value of the Notes since the conversion may lead to a lower overall cost of borrowing. If a fixed rate is converted to a floating rate, the spread on the fixed to floating rate Notes may be less favourable than then prevailing spreads on comparable floating rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes.

The market value of Notes issued at a substantial discount or premium may fluctuate more than on conventional interest-bearing securities

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

Investments in Index Linked Notes and Dual Currency Notes entail significant risks and may not be appropriate for investors lacking financial expertise

The Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a “**Relevant Factor**”). In addition, the Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated.

An investment in Index Linked Notes entails significant risks that are not associated with similar investments in a conventional fixed or floating rate debt security. The Issuer believes that Index Linked Notes should only be purchased by investors who are, or who are purchasing under the guidance of, financial institutions or other professional investors that are in a position to understand the special risks

that an investment in these instruments involves. These risks include, among other things, the possibility that:

- the market price of such Notes may be volatile;
- they may receive no interest;
- payment of principal or interest may occur at a different time or in a different currency than expected;
- the amount of principal payable at redemption may be less than the nominal amount of such Notes or even zero;
- a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

Index Linked Notes are not in any way sponsored, endorsed, sold or promoted by the index sponsor or the respective licensor of the index and such index sponsor or licensor makes no warranty or representation whatsoever, express or implied, either as to the results to be obtained from the use of the index and/or the figure at which the index stands at any particular time. Each index is determined, composed and calculated by its respective index sponsor or licensor, without regard to the Issuer or the Notes. None of the index sponsors or licensors is responsible for or has participated in the determination of the timing of, prices at, or quantities of the Notes to be issued or in determination or calculation of the equation by which the Notes settle into cash. None of the index sponsors or licensors has any obligation or liability in connection with the administration, marketing or trading of the Notes. The index sponsor or licensor of an index has no responsibility for any calculation agency adjustment made for the index.

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

Partly-paid Notes

The Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of his investment.

Variable rate Notes with a multiplier or other leverage factor imply a higher volatility

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

Investments in Structured Notes may entail significant risks not associated with similar investments in a conventional debt security

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

Holders of Subordinated Notes face a significantly increased risk that the Notes will not perform as anticipated

In the event of any insolvency or liquidation of the Issuer, holders of Subordinated Notes would receive payments on any outstanding Subordinated Notes only after senior Noteholders and other senior creditors have been repaid in full, if and to the extent that there is still cash available for those payments. Thus, holders of Subordinated Notes generally face a higher performance risk than holders of senior Notes.

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 interest and principal may be reduced.

Future capital adequacy requirements for Subordinated Notes may disqualify under certain circumstances the eligibility of some Subordinated Notes in the capital of the Issuer

Subordinated Notes may be issued for capital adequacy regulatory purposes in accordance with Directive no. 2006/48/EC of 14 June 2006 and Directive no. 2006/49/EC of 14 June 2006 (together, “**CRD I**”) as transposed into France by *Règlement* n° 90-02 dated 23 February 1990, as amended, of the *Comité de la Réglementation Bancaire et Financière*. The European Commission intends to implement further possible changes to CRD I (“**CRD IV**”) which will supplement its revision introduced, as a response to the financial crisis, by Directive no. 2009/111/EC of 16 September 2009 (“**CRD II**”) as regards, *inter alia*, certain own funds items which Member States of the European Economic Area were required to bring into national law by 31 October 2010 and apply from 31 December 2010 (which was transposed into France by *Arrêté* dated 25 August 2010 modifying *Règlement* n° 90-02 dated 23 February 1990). The possible changes under CRD IV will focus, *inter alia*, on the requirements, for instruments to be recognised as Tier 1 Capital, to absorb losses on a going concern basis (through mandatory principal write-down or conversion feature) and on restricting the use of call options embedding incentives to redeem through features like step-up clauses. Proposals for a directive and regulation on prudential requirements for credit institutions and investments firms have been published by the European Commission on 20 July 2011.

In addition, the Group of Governors and Heads of Supervision, oversight body of the international Basel Committee on Banking Supervision, published on 12 September 2010 a press release announcing a package of reforms designed to reinforce the agreements it reached on 26 July 2010 (together, “**Basel III**”). The new agreements combine a much stronger definition of capital, higher minimum requirements and the introduction of new capital buffers. On 16 December 2010 and on 13 January 2011, the Basel Committee issued its final guidance on Basel III and 25 June 2011, it published a press release announcing measures for global systemically important banks including additional loss absorbency

required to be met depending on a bank's systemic importance. The Basel III reforms require "Tier 1" and "Tier 2" capital instruments to be more loss-absorbing.

For the implementation of such guidelines that may require banks, such as the Issuer, to raise significant amount of additional capital, the Basel Committee agreed on transitional arrangements. Under the new standards, capital instruments that no longer qualify as non-common equity Tier 1 capital will be phased out over a 10 year horizon beginning on 1 January 2013. Their recognition will be capped at 90 per cent. of their outstanding principal amount from that date, with the cap being reduced by 10 percentage points in each subsequent year. However, only those instruments issued before the date of the press release should qualify for the transitional arrangements. Member countries must transpose the rules into national legislation no later than 1 January 2013. When transposed, those transitional arrangements are likely to have an impact on Subordinated Notes issued under the Programme.

Although Subordinated Notes may be issued for capital adequacy regulatory purposes, there can be no representation that their eligibility as such will remain during the life of such Subordinated Notes or that such Notes will be grandfathered under the implementation of future CRD regulations or Basel III guidelines.

SUMMARY OF THE PROGRAMME

The following paragraph is to be read as an introduction to the Summary if the relevant Member State has not implemented the changes to the Summary requirements under 2010 PD Amending Directive:

This summary must be read as an introduction to this Base Prospectus and any decision to invest in the Notes should be based on a consideration of this Base Prospectus as a whole, including the documents incorporated by reference, together with any supplements thereto (if any) and the relevant Final Terms. Where a claim relating to information contained in this Base Prospectus is brought before a court in any Member State of the European Union or the European Economic Area, the plaintiff investor may, under the national legislation of the relevant Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated. Following the implementation of the relevant provisions of the Prospectus Directive (but not including any amendment thereto pursuant to the 2010 PD Amending Directive) in each Member State of the European Economic Area, no civil liability will attach to the Issuer in such Member State of the European Economic Area in respect of this summary, including any translation hereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus.

The following paragraph is to be read as an introduction to the Summary if the relevant Member State has implemented the changes to the Summary requirements under the 2010 PD Amending Directive:

This summary must be read as an introduction to this Base Prospectus and is provided as an aid to investors when considering whether to invest in the Notes, but is not a substitute for the Base Prospectus. Any decision to invest in the Notes should be based on a consideration of this Base Prospectus as a whole, including any documents incorporated by reference, together with any supplements thereto (if any) and the relevant Final Terms. Following the implementation of the relevant provisions of the Prospectus Directive (including any amendment thereto pursuant to the 2010 PD Amending Directive) in each Member State of the European Economic Area, no civil liability will attach to any Responsible Persons in such Member State of the European Economic Area in respect of this summary, including any translation hereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus or it does not provide, when read together with the other parts of this Base Prospectus, key information in order to aid investors when considering whether to invest in the Notes. Where a claim relating to information contained in this Base Prospectus is brought before a court in any such Member State of the European Economic Area, the plaintiff investor may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating this Base Prospectus before the legal proceedings are initiated.

Capitalised terms and expressions defined in this Base Prospectus shall have the same meanings in this “Summary of the Programme”.

I. Notes to be issued under the Programme

Issuer:	BPCE
Description of the Programme:	Euro Medium Term Note Programme for the issue of Notes.
Arranger:	NATIXIS
Dealers:	BPCE NATIXIS

Programme Limit:	Up to Euro 40,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
Fiscal Agent, Principal Paying Agent, Paying Agent and Calculation Agent:	BNP Paribas Securities Services
Method of Issue:	The Notes will be issued on a syndicated or non-syndicated basis.
Maturities:	Subject to compliance with all relevant laws, regulations and directives, any maturity from one month from the date of original issue.
Currencies:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in Euro, U.S. Dollars, Japanese yen, Swiss francs, Sterling and in any other currency agreed between the Issuer and the relevant Dealers.
Final terms of the Notes (price, amount, interest rate, etc.):	The final terms and conditions of the Notes of each Series of Notes will be set out in the applicable Final Terms.
Denomination(s):	<p>The Notes will be issued in such denomination(s) as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note admitted to trading on a regulated market in a Member State (a “Regulated Market”) of the European Economic Area (“EEA”) in circumstances which require the publication of a Base Prospectus under the Prospectus Directive will be at least €1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date) or such other higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.</p> <p>Notes having a maturity of less than one year will constitute deposits for the purposes of the prohibition on accepting deposits contained in Section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent.</p> <p>Dematerialised Notes will be issued in one denomination only.</p>
Status of Notes:	<p>Unsubordinated or Subordinated Notes.</p> <p>The Issuer may issue Subordinated Notes (“Subordinated Notes”) which constitute Ordinary Subordinated Notes, Deeply Subordinated Notes, Dated Subordinated Notes or Undated Subordinated Notes, all as set out and defined in Condition 3(b).</p> <p>The Final Terms may state that Subordinated Notes will be eligible as Tier 1 Capital, or Tier 2 Capital.</p>

Form of Notes:	Dematerialised Notes or Materialised Notes. Dematerialised Notes may be issued in bearer form (<i>au porteur</i>) or in registered form (<i>au nominatif</i>). Materialised Notes will be in bearer form only.
Negative Pledge:	There will be a negative pledge in respect of Unsubordinated Notes.
Event of Default (including cross default) :	There will be events of default and a cross-default in respect of Unsubordinated Notes; Subordinated Notes will be repayable in the event of the liquidation of the Issuer only.
Redemption:	The Final Terms will specify the conditions under which the Notes may be redeemed prior to maturity at the option of the Noteholder or the Issuer. These conditions may provide provide that Notes can be redeemed at a price that is below par.
Redemption for Taxation Reasons:	The Notes will be subject to redemption at the option of the Issuer for taxation reasons.
Taxation:	Payments of interest and other revenues under Notes issued on or after 1 March 2010 which are not fungible (<i>assimilables</i>) with Notes issued before 1 March 2010 will be exempt from the 50% withholding tax on interest set out under Article 125 A III of the French <i>Code général des impôts</i> and from the withholding tax that may be levied as a result of the application of the provisions of Article 238 A of the French <i>Code général des impôts</i> , in each case provided such Notes comply with the conditions set out in the ruling (<i>rescrit</i>) of the French tax authorities no. 2010/11 (FP and FE) dated 22 February 2010 in order to benefit from the safe harbor provisions set forth in Articles 125 A III and 238 A of the French <i>Code général des impôts</i> . See section entitled “Taxation”.
Central Depository:	Euroclear France in respect of Dematerialised Notes.
Clearing Systems:	Clearstream, Luxembourg and Euroclear.
Listing and Admission to trading:	Application has been made to Euronext Paris for Notes issued under the Base Prospectus to be listed and admitted to trading on Euronext Paris. As specified in the relevant Final Terms, a Series of Notes may or may not be admitted to trading.
Method of Publication of this Base Prospectus and the Final Terms:	This Base Prospectus and the Final Terms related to Notes admitted to trading on any Regulated Market of the EEA will always be published on the websites of (a) the <i>Autorité des Marchés Financiers</i> (www.amf-france.org) and/or (b) the Issuer. In addition, if the Notes are admitted to trading on a Regulated Market other than Euronext Paris, the relevant Final Terms will provide whether additional methods of publication are

required and what they consist of.

Rating: Notes issued under the Programme may be rated or unrated (see table below).

Selling Restrictions: The offer and sale of Notes will be subject to selling restrictions in various jurisdictions, in particular, those of the United States of America, France, the United Kingdom and Japan. Further restrictions that may apply to a Series of Notes will be specified in the applicable Final Terms.

The Notes to be issued by the Issuer qualify under Category 2 for the purposes of Regulation S under the Securities Act (“**Regulation S**”). Materialised Notes will be issued in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(D) (the “**D Rules**”) unless (i) the relevant Final Terms states that such Materialised Notes are issued in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(C) (the “**C Rules**”), or (ii) such Materialised Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“**TEFRA**”), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

Offer to the public: If the relevant Final Terms so provide, the Notes may be offered to the public in France or in any other Member State of the EEA in which the Base Prospectus has been passported, subject to any applicable laws and regulations.

Governing Law: French law

Expected ratings of the Notes issued under the Programme (unless otherwise specified in the relevant Final Terms), which are those given to the Programme

Status of the Notes	Rating given by Fitch Ratings	Rating given by Moody's Investors Service	Rating given by Standard & Poor's Ratings Services
Unsubordinated Notes (long term)	A+	Aa3	A+
Unsubordinated Notes (short term)	F1+	Prime-1	A-1
Subordinated Notes (Lower Tier 2)	N/A	A1	A
Subordinated Notes (Upper Tier 2)	N/A	Baa2	N/A

Fitch Ratings, Moody's Investors Service and Standard & Poor's Ratings Services will only rate Tier 1 Subordinated Notes (as defined herein) on a case-by-case basis. Fitch Ratings and Standard & Poor's Ratings Services will only rate Upper Tier 2 Subordinated Notes (as defined herein), on a case-by-case

basis. Fitch Ratings will only rate Lower Tier 2 Subordinated Notes (as defined herein), on a case-by-case basis. Notes issued pursuant to the Programme may be unrated or rated differently in certain circumstances.

The Issuer's counterparty credit rating by Standard & Poor's Ratings Services is A+/Stable/A-1 as of 18 October 2011; the Issuer's long-term debt ratings by Moody's Investors Service are Aa3 with a stable outlook and the Issuer's short term debt ratings by Moody's Investors Service are Prime-1 as of 2 September 2011; the Issuer's Long-Term issuer default ratings by Fitch Ratings are A+ with a stable outlook and the Issuer's short term issuer default ratings by Fitch Ratings are F1+ as of 31 October 2011.

Where an issue of Notes is rated, its rating will not necessarily be the same as the rating mentioned in the above table. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

II. Key information about the Issuer

A. Key information about BPCE

Issuer name: The Issuer's corporate and trade name is BPCE.

Registration number: 493 455 042 with the Paris Trade and Companies Registry. The Issuer was registered on 22 January 2007.

Date of incorporation and term of the Issuer

The term of the Issuer is set at 99 years and it shall consequently expire on 21 January 2106 except in the event of earlier dissolution or extension.

Legal form of the Issuer

The Issuer is a limited liability company (*société anonyme*) governed by a Management Board (*Directoire*) and a Supervisory Board (*Conseil de Surveillance*). The Issuer was granted approval as a bank by the Committee of credit institutions and investment companies (*Comité des établissements de crédit et des entreprises d'investissement*) of the *Banque de France* on 23 June 2009.

The Issuer is governed by the laws of France.

Registered office and head office for business purposes: 50 avenue Pierre-Mendès-France – 75201 Paris Cedex 13 – France

Telephone: 33 (0)1 58 40 41 42

Internet: www.bpce.fr

Share capital

As at 30 September 2011, the share capital is equal to €467,226,960 divided into 31,148,464 fully paid-up shares with a par value of €15 each, broken down into two classes, "A" and "B" :

- 15,574,232 class "A" shares, represent the Issuer's ordinary voting shares of common stock held by the Caisses d'Epargne (the "**A Shareholders**"); and
- 15,574,232 class B" shares, represent the Issuer's ordinary voting shares of common stock held by the Banques Populaires (the "**B Shareholders**").

Statutory Mission of the Issuer

The mission of the Issuer is defined in article 1 of the French law n°2009-715 dated 18 June 2009 (the “BPCE Law”).

The mission of the Issuer is to facilitate and promote the business activities and the development of the mutual banking group composed by the network of Caisses d’Epargne et de Prévoyance and the network of the Banques Populaires, the affiliated entities and, more generally, the other entities which are controlled by the Issuer.

Principal businesses and markets

The Groupe BPCE has two core business lines: commercial banking and insurance (primarily the Banques Populaires and Caisses d’Epargne retail banking networks, as well as real estate financing through Credit Foncier de France, insurance, international banking and certain other banking activities), and Corporate and Investment Banking, Investments Solutions and Specialized Financial Services (conducted through the Natixis group, Natixis being listed on Euronext Paris (Compartment A)).

In addition to the core business lines, the Groupe BPCE has equity interests in a leading French real estate services company (Nexity), and in a world leader in receivables management (Coface). Natixis also has a segregated Workout Portfolio Management segment that includes activities affected by the financial crisis, managed in run-off mode. The remainder of the Groupe BPCE’s business consists of corporate center activities (including BPCE’s activities as central body (*organe central*) of the Groupe BPCE).

B. 2011 Key figures

The following selected financial information has been extracted without material adjustment from the unaudited consolidated financial statements of the Groupe BPCE SA as of and for the six-month period ended 30 June 2011 and of the Groupe BPCE as of and for the nine-month period ended 30 September 2011.

GROUPE BPCE (unaudited)

EARNINGS

In millions of euros	9M 2011	9M 2010	Variation (%)
Net banking income	17,518	17,407	+0.6%
Gross operating income	5,714	5,654	+1.1%
Net income, group share	2,278	2,782	-18.1%

FINANCIAL POSITION at 30 September 2011

	30 September 2011
Tier-1 capital (€ bn)*	41.5
Tier-1 ratio (%)*	10.2%

* Estimate excluding floor

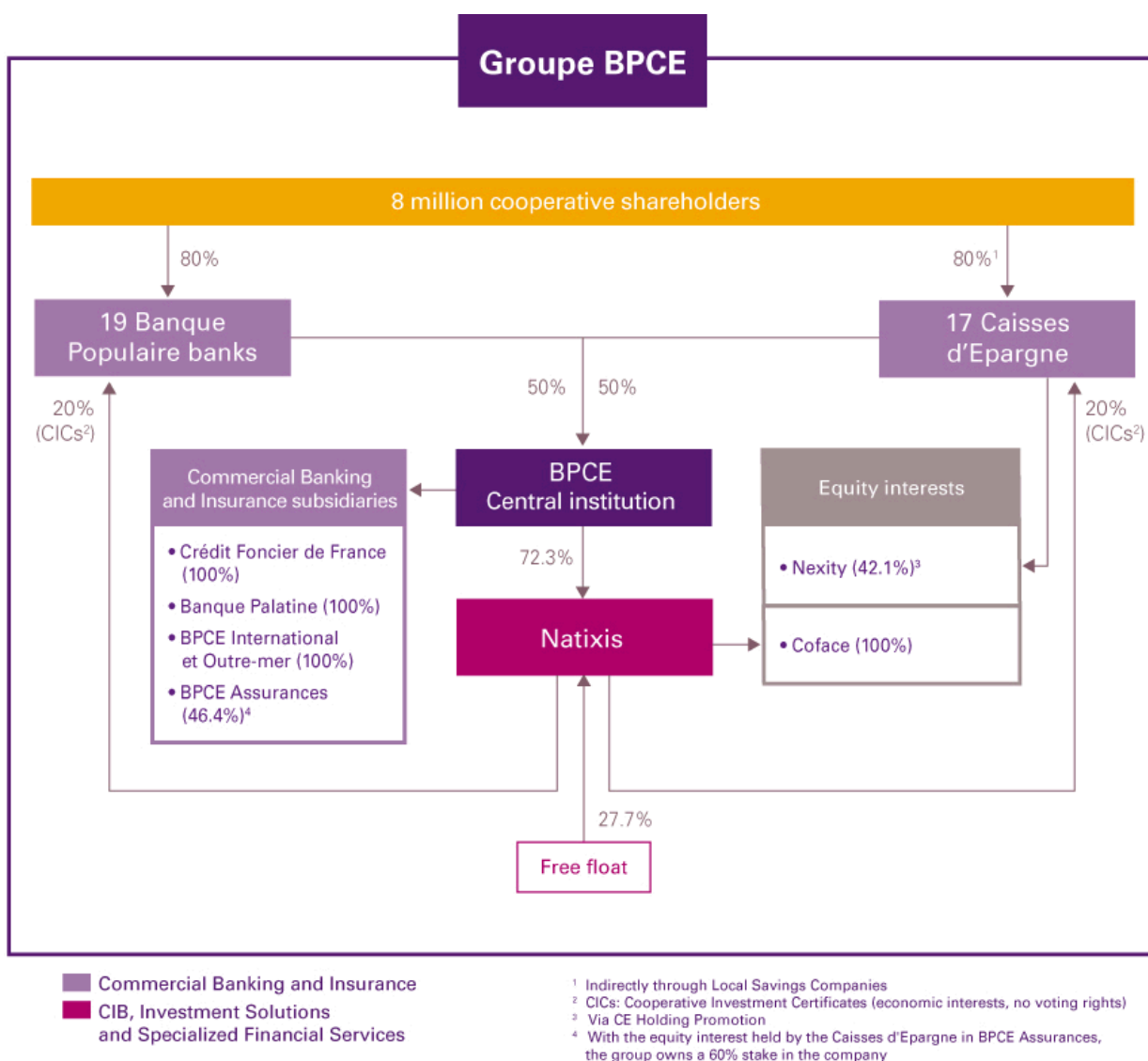
GROUPE BPCE SA (unaudited)

EARNINGS

In millions of euros	1S2011	1S2010	Variation (%)
Net banking income	4,804	3,982	-20.6%
Gross operating income	1,364	1,296	+5.2%
Net income, group share	661	787	-16.0%

C. Organisational structure of the Groupe BPCE as of the date of this Base Prospectus

The Issuer is a part of the Groupe BPCE which forms a financial network around a central institution, BPCE.



III. Risk factors

The summary of the risk factors relating to the Issuer and the Notes is set out below. The comprehensive risk factors relating to the Issuer and the Notes are described in the section entitled “*Risk Factors*”.

A. Risk factors relating to the Issuer

There are certain factors that may affect the Issuer’s ability to fulfill its obligations under the Notes issued under the Programme. In particular, prospective investors should consider the following risks related to the Issuer:

- Risks that the Groupe BPCE may not achieve the financial objectives in its announced strategic plan;
- Risks that BPCE and the Groupe BPCE may not achieve the expected synergies from the creation of BPCE;
- Risks relating to the guarantee in favor of Natixis provided by BPCE;
- Risks inherent to banking activities including credit risks, market, liquidity and financing risks, operational risks and insurance risk;
- Risks relating to adverse global economic and market conditions;
- Risks that legislative action and other measures taken by governments and regulators in France or globally may have a significant impact on French and international financial institutions;
- Risks that BPCE may be required to contribute funds to the entities that are part of the financial solidarity mechanism that encounter financial difficulties, including some entities in which BPCE holds no economic interest;
- A substantial increase in new provisions or losses greater than the level of previously recorded provisions could adversely affect BPCE’s results of operations and financial condition; and
- Other factors described in the section of this Base Prospectus entitled “Risk Factors”.

B. Risk factors relating to the Notes to be issued by the Issuer

There are certain factors that may affect the Issuer’s ability to fulfil its obligations under Notes issued under the Programme, including:

- General risks relating to the Notes (eg. independent review and advice, potential conflicts of interest, legality of purchase, taxation, liquidity risks, exchange rate risks) or such as:
 - there can be no assurance of a secondary market for the Notes or the continuity of such market if one develops and there can thus be a lack of liquidity on such market;
 - the market value of the Notes will be affected by the creditworthiness of the Issuer and a number of additional factors;
- Risks relating to the structure of a particular issue of Notes (e.g. optional redemption, fixed rate Notes, floating rate Notes, index-linked Notes).

While all of these risk factors are contingencies which may or may not occur, potential investors should be aware that the risks involved in investing in the Notes may lead to volatility and/or a decrease in the market value of the relevant Tranche of Notes to a level which falls short of the expectations (financial or

otherwise) of an investor upon making an investment in such Notes. In certain circumstances, the Noteholders may lose the total amount of their investment.

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

RESUME EN FRANÇAIS DU PROGRAMME (FRENCH SUMMARY OF THE PROGRAMME)

Le paragraphe suivant doit être lu comme une introduction à ce résumé si l'Etat Membre concerné n'a pas transposé en droit interne les exigences de modification de ce résumé résultant de la Directive 2010/73/EU modifiant la Directive Prospectus:

Ce résumé doit être lu comme une introduction à ce Prospectus de Base. Toute décision d'investir dans des titres à émettre dans le cadre du Programme doit être fondée sur un examen exhaustif du Prospectus de Base, incluant, le cas échéant, les documents incorporés par référence, de tout supplément au Prospectus de Base et des Conditions Définitives des titres concernés. Lorsqu'une action en responsabilité fondée sur les informations contenues dans le Prospectus de Base est intentée devant un tribunal d'un Etat Membre de la Communauté Européenne ou partie à l'accord sur l'Espace Economique Européen, l'investisseur plaignant peut, selon la législation nationale de l'Etat Membre concerné, avoir à supporter les frais de traduction du Prospectus de Base avant le début de la procédure judiciaire. Une fois les dispositions de la Directive Prospectus (à l'exclusion de toute modification apportée à celle-ci en vertu de la Directive 2010/73/EU modifiant la Directive Prospectus) transposées dans chaque Etat Membre de l'Espace Economique Européen, aucune responsabilité civile ne sera recherchée auprès de l'Emetteur relative au présent résumé ou sa traduction, à moins que le contenu du résumé ne soit jugé trompeur, inexact ou contradictoire par rapport aux autres parties du présent Prospectus de Base.

Le paragraphe suivant doit être lu comme une introduction à ce résumé si l'Etat Membre concerné a transposé en droit interne les exigences de modification de ce résumé résultant de la Directive 2010/73/EU modifiant la Directive Prospectus:

Ce résumé doit être lu comme une introduction au Prospectus de Base, et est fourni comme une aide aux investisseurs qui envisagent d'investir dans les titres à émettre dans le cadre du Programme, mais ne constitue pas un substitut au Prospectus de Base. Toute décision d'investir dans les titres à émettre dans le cadre du Programme doit être fondée sur un examen exhaustif du Prospectus de Base incluant, le cas échéant, les documents incorporés par référence, de tout supplément au Prospectus de Base et des Conditions Définitives des titres concernés. Une fois les dispositions de la Directive Prospectus (y compris toute modification apportée à celle-ci en vertu de la Directive 2010/73/EU modifiant la Directive Prospectus) transposées dans chaque Etat Membre de l'Espace Economique Européen, aucune responsabilité civile ne sera recherchée auprès de BPCE relative au présent résumé ou sa traduction, à moins que le contenu du résumé ne soit jugé trompeur, inexact ou contradictoire par rapport aux autres parties du présent Prospectus de Base ou s'il ne fournit pas, par rapport aux autres parties du présent Prospectus de Base, les informations essentielles permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans ces valeurs mobilières. Lorsqu'une action concernant l'information contenue dans le présent Prospectus de Base est intentée devant un tribunal d'un Etat Membre de la Communauté Européenne ou partie à l'accord sur l'Espace Economique Européen, l'investisseur plaignant peut, selon la législation nationale de l'Etat Membre concerné, avoir à supporter les frais de traduction du Prospectus de Base avant le début de la procédure judiciaire

*Les termes en majuscules et expressions définis dans le présent Prospectus de Base auront la même signification dans le présent « **Résumé en français du Programme** ».*

(I) Titres à émettre sous le Programme

Emetteur :

BPCE

Description du Programme :	Programme d'émission de titres de créance (<i>Euro Medium Term Note Programme</i>)
Arrangeur :	NATIXIS
Agents Placeurs :	BPCE NATIXIS
Montant Maximum du Programme :	A concurrence d'un encours total des Titres de 40.000.000.000 € (ou la contre-valeur de ce montant dans toute autre devise à la date d'émission).
Agent Financier, Agent Payeur Principal, Agent Payeur et Agent de Calcul :	BNP Paribas Securities Services
Méthode d'Emission :	Les Titres seront émis dans le cadre d'émissions syndiquées ou non syndiquées.
Échéances :	Sous réserve de toutes les lois, règlements et directives applicables, toute échéance d'un mois minimum à compter de la date d'émission initiale.
Devises :	Sous réserve de toutes les lois, règlements et directives applicables, les Titres pourront être libellés en Euros, Dollars américains, Yen japonais, Franc suisse, Livres Sterling et toute autre devise qui pourrait être convenue entre l'Emetteur et les Agents Placeurs concernés.
Conditions Définitives des Titres (prix, montant, taux d'intérêt, etc.) :	Les conditions et modalités définitives des Titres de chacune des Souches de Titres seront définies dans les Conditions Définitives applicables.
Valeur(s) Nominale(s) :	<p>La Valeur Nominale des Titres sera déterminée par l'Emetteur et l'Agent Placeur concerné, étant entendu que la valeur nominale minimum de chaque Titre admis à la négociation sur un marché réglementé d'un Etat Membre (un « Marché Réglementé ») de l'Espace Economique Européen (« EEE »), dans des circonstances qui requièrent la publication d'un Prospectus de Base conformément à la Directive Prospectus sera d'au moins 1.000 € (ou, si les Titres sont libellés dans une devise autre que l'euro, la contre-valeur de cette somme dans cette autre devise à la date d'émission) ou à un autre montant plus élevé qui pourra être autorisé ou exigé le cas échéant par la banque centrale concernée (ou tout autre organisme équivalent), ou par les lois et règlements applicables à la Devise Prévue.</p> <p>Les Titres ayant une maturité inférieure à un an constitueront des dépôts, au sens des dispositions de l'article 19 du <i>Financial Services and Markets Act</i> (Loi Britannique sur les Services et Marchés Financiers) de 2000 interdisant la réception de dépôts, à moins qu'ils ne soient émis au profit d'une catégorie limitée d'investisseurs professionnels et aient une valeur nominale de 100.000 £ au moins ou la contre-valeur de cette somme.</p> <p>Les Titres Dématérialisés seront émis avec une seule valeur</p>

	<p>nominale.</p> <p>Titres Non Subordonnés et Subordonnés.</p> <p>L'Emetteur pourra émettre des Titres Subordonnés (« Titres Subordonnés ») qui seront des Titres Subordonnés Ordinaires, des Titres Super-Subordonnés, des Titres Subordonnés à Durée Déterminée ou des Titres Subordonnés à Durée Indéterminée, tel qu'indiqué et défini à la Modalité 3(b).</p> <p>Les Conditions Définitives pourront mentionner que les Titres Subordonnés constitueront des Fonds Propres de Base (<i>Tier 1</i>) ou des Fonds Propres Complémentaires (<i>Tier 2</i>).</p>
Rang de Créance des Titres :	
Forme des Titres :	<p>Titres Dématérialisés ou Titres Matérialisés.</p> <p>Les Titres Dématérialisés peuvent être émis au porteur ou au nominatif.</p> <p>Les Titres Matérialisés seront uniquement émis au porteur.</p>
Maintien de l'emprunt à son rang :	<p>Les Titres Non Subordonnés contiendront une clause de maintien de l'emprunt à son rang.</p>
Cas d'exigibilité anticipée (y compris une clause de défaut croisé) :	<p>Les Titres Non Subordonnés contiendront des cas d'exigibilité anticipée et une clause de défaut croisé ; les Titres Subordonnés seront remboursables uniquement en cas de liquidation de l'Emetteur.</p>
Remboursement :	<p>Les Conditions Définitives indiqueront les conditions de remboursement anticipé des Titres au gré du Porteur de Titres ou de l'Emetteur.</p> <p>Ces conditions de remboursement anticipé peuvent prévoir un remboursement en-dessous du pair.</p>
Remboursement pour raison fiscale :	<p>Les Titres pourront être remboursés au gré de l'Emetteur pour raison fiscale.</p>
Fiscalité :	<p>Les paiements d'intérêts et autres revenus effectués par l'Emetteur relatifs à des Titres émis à compter du 1^{er} mars 2010, qui ne sont pas assimilables à des souches émises avant cette date, ne seront pas soumis au prélèvement forfaitaire de 50 % visé à l'article 125 A III du Code général des impôts et à la retenue à la source qui peut être prélevée en conséquence de l'application de l'article 238 A du Code général des impôts sous réserve, dans chaque cas, que les conditions mentionnées dans le rescrit de la Direction générale des finances publiques n° 2010/11 (FP et FE) du 22 février 2010 pour bénéficiaire de la clause de sauvegarde visée aux articles 125 A III et 238 A du Code général des impôts soient satisfaites.</p> <p>Voir la section « Taxation ».</p>
Dépositaire central :	<p>Euroclear France pour les Titres Dématérialisés.</p>
Systèmes de compensation :	<p>Clearstream, Luxembourg et Euroclear.</p>
Cotation et admission à la	<p>Une demande a été présentée auprès d'Euronext Paris en vue de</p>

négociation :	faire admettre les Titres émis dans le cadre du Prospectus de Base à la négociation sur Euronext Paris. Conformément aux Conditions Définitives concernées, une Souche de Titres pourra être ou ne pas être admise à la négociation.
Méthode de Publication du Prospectus de Base et des Conditions Définitives :	Le Prospectus de Base, et les Conditions Définitives relatives aux Titres admis à la négociation sur tout Marché Réglementé de l'EEE seront toujours publiés sur le site de (a) l' <i>Autorité des Marchés Financiers</i> (www.amf-france.org) et /ou (b) de l'Emetteur. Dans le cas de Titres admis à la négociation sur un Marché Réglementé de l'EEE autre qu'Euronext Paris, les Conditions Définitives concernées indiqueront si des méthodes de publication additionnelles sont requises et leur contenu.
Notation :	Les Titres émis sous le Programme peuvent ou non faire l'objet d'une notation (voir tableau ci-après).
Restrictions de vente :	<p>L'offre et la vente des Titres sont soumises aux restrictions de vente applicables dans différents pays, en particulier celles applicables aux Etats-Unis d'Amérique, en France, au Royaume-Uni et au Japon. D'autres restrictions qui s'appliqueraient à une Série de Titres seront spécifiées dans les Conditions Définitives applicables.</p> <p>Les Titres émis par l'Emetteur relèvent de la Catégorie 2 pour les besoins de la <i>Regulation S</i> du <i>Securities Act</i> (« Regulation S »). Les Titres Matérialisés seront émis conformément à la Réglementation du Trésor Américain §1.163-5(c)(2)(i)(D) (la « Règle D »), à moins que (i) les Conditions Définitives concernées énoncent que lesdits Titres Matérialisés ont été émis conformément à la §1.163-5(c)(2)(i)(C) (la « Règle C »), ou (ii) que lesdits Titres Matérialisés n'ont pas été émis conformément à la Règle C ou D mais dont les conditions d'émission permettent de ne pas les qualifier de « <i>registration required obligations</i> » selon le <i>United States Tax Equity and Fiscal Responsibility Act</i> de 1982 (« TEFRA »), conditions d'émission auxquelles il se fera référence, dans les Conditions Définitives concernées, comme une opération à laquelle TEFRA n'est pas applicable.</p>
Offre au public :	Si les Conditions Définitives concernées le prévoient, les Titres émis pourront être offerts au public en France et/ou dans tout autre Etat Membre de l'EEE dans lequel le Prospectus de Base aura été passeporté, sous réserve des lois et réglementations applicables.
Droit applicable :	Droit français

Notations attendue des Titres émis sous le Programme (sauf stipulation contraire des Conditions Définitives concernées), qui sont celles attribuées au Programme

Rang des Titres	Notation attribuée par Fitch Ratings	Notation attribuée par Moody's Investors Service	Notation attribuée par Standard & Poor's Ratings Services
Titres Non Subordonnés (long terme)	A+	Aa3	A+
Titres Non Subordonnés (court terme)	F1+	Prime-1	A-1
Titres Subordonnés (Lower Tier 2)	N/A	A1	A
Titres Subordonnés (Upper Tier 2)	N/A	Baa2	N/A

Fitch Ratings, Moody's Investors Services et Standard & Poor's Ratings Services ne noteront les Titres Subordonnés Tier 1 (tels que définis ci-dessous) qu'au cas par cas. Fitch Ratings et Standard & Poor's Ratings Services ne noteront les Titres Subordonnés Upper Tier 2 (tels que définis ci-dessous), qu'au cas par cas. Fitch Ratings ne notera les Titres Subordonnés Lower Tier 2 (tels que définis ci-dessous), qu'au cas par cas. Les Titres émis sous le Programme pourront ne pas être notés ou être notés différemment dans certaines circonstances.

La notation du risque de crédit en tant que contrepartie attribuée à l'Emetteur par Standard & Poor's Ratings Services est de A+/Stable/A-1 au 18 octobre 2011 ; la notation du risque de crédit long terme attribuée à l'Emetteur par Moody's Investors Services est de Aa3 et "stable outlook" et la notation du risque de crédit court terme attribuée à l'Emetteur par Moody's Investors Services est de Prime-1 au 2 septembre 2011 ; la notation du risque de défaut émetteur long terme attribuée à l'Emetteur par Fitch Ratings est de A+ et "stable outlook" et la notation du risque de défaut émetteur court terme attribuée à l'Emetteur par Fitch Ratings est de F1+ au 31 octobre 2011.

Quand une émission de Titres est notée, sa notation ne sera pas nécessairement la même que celle mentionnée dans le tableau ci-dessus. Une notation n'est pas une recommandation d'achat, de vente ou de détention de titres et peut, à tout moment, être suspendue, modifiée ou faire l'objet d'un retrait par l'une quelconque des agences de notation concernées.

(II) Informations-Clés sur l'Emetteur

(A) Informations-Clés concernant BPCE

Dénomination de l'Emetteur : La dénomination sociale et commerciale de l'Emetteur est BPCE.

Numéro d'immatriculation : 493 455 042 au Registre du Commerce et des Sociétés de Paris. L'Emetteur a été immatriculé le 22 janvier 2007.

Date de constitution et durée de l'Emetteur : La durée de l'Emetteur est de 99 ans, et en conséquence expirera le 21 janvier 2106, excepté en cas de dissolution anticipée ou de prorogation.

Forme juridique de l'Emetteur :

L'Emetteur est une société anonyme à directoire et conseil de surveillance. L'Emetteur a été agréé en tant que banque par le Comité des établissements de crédit et des entreprises d'investissement de la Banque de France le 23 juin 2009.

L'Emetteur est régi par le droit français.

Siège social et de direction des affaires commerciales : 50 avenue Pierre Mendès-France – 75201 Paris Cedex 13 – France

Telephone : 33 (0)1 58 40 41 42

Internet : www.bpce.fr

Capital Social :

Au 30 septembre 2011, le capital social s'élevait à un montant de 467.226.960 €. Il est divisé en 31.148.464 actions de 15 € de valeur nominale chacune, entièrement libérées et réparties en deux catégories : « A » et « B » :

- Les 15.574.232 actions de catégorie A représentent les actions à droit de vote ordinaire détenues par les Caisses d'Epargne (les « **Actionnaires A** »);
- Les 15.574.232 actions de catégorie B représentent les actions à droit de vote ordinaire détenues par les Banques Populaires (les « **Actionnaires B** »).

Mission de l'Emetteur :

La mission légale de l'Emetteur est définie par l'article 1er de la loi n°2009-715 en date du 18 juin 2009 (la « **Loi BPCE** »).

L'Emetteur a pour mission de faciliter et de promouvoir l'activité et le développement du groupe bancaire coopératif composé par le réseau des Caisses d'Epargne et de Prévoyance et le réseau des Banques Populaires, les établissements affiliés ainsi que, plus généralement, les autres entités dont elle détient le contrôle.

Principales activités et marchés

Les deux métiers cœurs du Groupe BPCE sont la Banque commerciale et Assurance (les réseaux des banques de détail Banque Populaire et Caisse d'Epargne, ainsi que le financement immobilier à travers Crédit Foncier de France, l'assurance, les activités internationales et un certain nombre d'autres activités bancaires) et la Banque de Financement et d'Investissement, Epargne et Services Financiers Spécialisés (à travers le Groupe Natixis, Natixis étant cotée sur Euronext Paris(Compartiment A)).

Le Groupe BPCE a également des participations financières dans une société leader en matière de services immobiliers (Nexity), et dans un des leaders mondiaux dans la gestion des créances (Coface). Natixis détient en outre un Portefeuille *Workout Portfolio Management* distinct qui comprend les activités affectées par la crise financière, gérée en mode *run-off*. Les autres activités du Groupe BPCE regroupent les activités de centre administratif (y compris les activités de BPCE en sa qualité d'organe central du Groupe BPCE).

(B) Chiffres-clés 2011

Les informations financières sélectionnées qui suivent ont été extraites sans ajustement significatif à partir des états financiers consolidés non audités du Groupe BPCE SA au semestre clos le 30 juin 2011 et du Groupe BPCE au trimestre clos le 30 septembre 2011.

GROUPE BPCE (non audités)**RESULTAT**

En millions d'euros	9M 2011	9M 2010	Variation (%)
Revenu net bancaire	17 518	17 407	+0,6%
Revenu d'exploitation brut	5 714	5 654	+1.1%
Revenu net attribuable au Groupe	2 278	2 782	-18.1%

POSITION FINANCIÈRE au 30 septembre 2011

	30 septembre 2011
Capital Tier 1 (en milliards d'euros)*	41,5
Ratio Tier 1 (%)*	10,2%

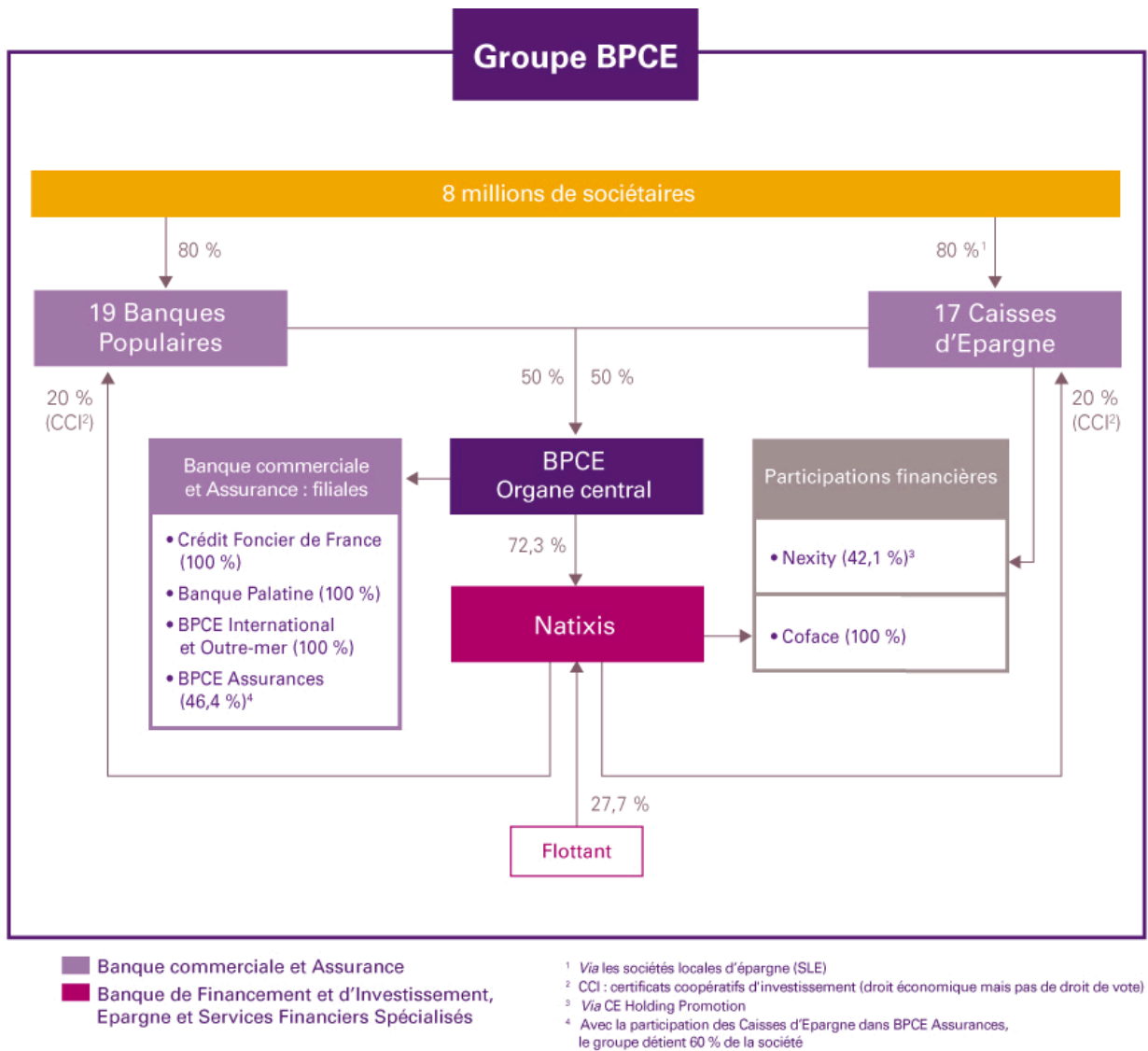
* Estimation hors effet du floor

GROUPE BPCE SA (non audités)**RESULTAT**

En millions d'euros	1er semestre 2011	1er semestre 2010	Variation (%)
Revenu net bancaire	4 804	3 982	-20,6%
Revenu d'exploitation brut	1 364	1 296	+5,2%
Revenu net attribuable au Groupe	661	787	-16,0%

(C) Structure organisationnelle du Groupe BPCE à la date du Prospectus de Base

L'Emetteur appartient au Groupe BPCE, qui constitue un réseau d'entités financières autour de l'organe central, BPCE.



(III) Facteurs de risques

Les facteurs de risques résumés relatifs à l'Emetteur sont exposés ci-après. Les facteurs de risques complets relatifs à l'Emetteur et aux Titres sont décrits dans la section « Facteurs de Risques ».

(A) Facteurs de risques relatifs à l'Emetteur

Il existe certains facteurs qui peuvent altérer la capacité de l'Emetteur à exécuter ses obligations relativement aux Titres émis sous le Programme. En particulier, les investisseurs potentiels doivent prendre en compte les risques suivants relatifs à l'Emetteur:

- Le Groupe BPCE peut ne pas atteindre les objectifs financiers annoncés dans son plan stratégique ;
- BPCE et le Groupe BPCE peuvent ne pas obtenir les synergies attendues suite à la création de BPCE;
- Risques liés à la garantie consentie en faveur de Natixis par BPCE;

- Risques inhérents aux activités bancaires, notamment les risques de crédit, de marché, de liquidité et de financement, risques opérationnels et risques assurantiels;
- Risques liés à une situation économique mondiale et des conditions de marché défavorables;
- Risques liés à des orientations législatives ou des mesures gouvernementales et des autorités réglementaires en France ou au niveau mondial susceptibles d’avoir un impact significatif sur les institutions financières françaises ou internationales;
- Risques liés au fait que BPCE soit contraint d’apporter des fonds à des entités rencontrant des difficultés financières en vertu du mécanisme de solidarité financière, y compris à des entités dans lesquelles BPCE ne détient pas de participations;
- Une augmentation substantielle des nouvelles provisions ou la constatation de pertes plus importantes que celles enregistrées pourrait affecter les résultats opérationnels et la situation financière de BPCE; et
- Les autres facteurs décrits dans la section intitulée “Facteurs de Risque” du présent Prospectus de Base.

(B) Facteurs de risques afférents aux Titres émis par l’Emetteur

Certains facteurs pourraient affecter la capacité de l’Emetteur à remplir ses obligations vis-à-vis des porteurs de Titres émis dans le cadre du Programme, notamment :

- Risques généraux relatifs aux Titres (ex : revue indépendante et conseil, conflits d’intérêt potentiels, légalité de la souscription, fiscalité, risques de liquidité et risques de change) tels que :
 - il ne peut y avoir de certitude sur l’existence d’un marché secondaire pour les Titres ou sur la continuité d’un tel marché si celui-ci se développe et il peut ainsi y avoir une absence de liquidité sur ce marché ;
 - la valeur des Titres sera affectée par la solvabilité de l’Emetteur et par un certain nombre de facteurs supplémentaires ;
- Risques relatifs à la structure d’une émission particulière de Titres (ex : option de remboursement, Titres à taux fixe, Titres à taux flottant, Titres indexés).

Bien que l’ensemble de ces facteurs de risques ne constitue que des éventualités, susceptibles ou non de se réaliser, les investisseurs potentiels doivent être conscients que l’acquisition des Titres peut conduire à une volatilité et/ ou une baisse de la valeur de marché de la Tranche de Titres concernée ne correspondant pas aux attentes (financières ou autres) d’un investisseur qui investirait dans de tels Titres. Dans certaines circonstances, les Porteurs de Titres peuvent perdre la valeur totale de leur investissement.

Cependant, chaque investisseur potentiel doit déterminer, en se fondant sur une analyse personnelle indépendante et lorsque les circonstances l’exigent, sur les conseils de professionnels, si l’acquisition des Titres est en adéquation avec sa situation, ses besoins, et ses objectifs financiers ; si elle correspond à l’ensemble de sa politique d’investissement, lignes directrices et restrictions applicables et si elle constitue un investissement adapté, approprié et adéquat, compte tenu des risques substantiels inhérents à l’investissement ou à la détention des Titres.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents, which have been previously published or are published simultaneously with this Base Prospectus and that have been filed with the *Autorité des marchés financiers* (“AMF”) for the purpose of the Prospectus Directive and the relevant implementing measures in France, and shall be incorporated in, and form part of, this Base Prospectus (together, the “**Documents Incorporated by Reference**”):

- (a) the BPCE 2009-02 registration document (*document de référence*) (the “**BPCE 2009 Registration Document**”), published in French, which was filed with the AMF under registration number N°R.10-035, dated 10 May 2010 and its free English translation;
- (b) the BPCE 2010 registration document (*document de référence*) (the “**BPCE 2010 Registration Document**”), published in French, which was filed with the AMF under registration number N°R.11-012, dated 12 April 2011 and its free English translation;
- (c) the first update to the BPCE 2010 Registration Document (*actualisation du document de référence*) (the “**BPCE 2010 First Update**”), published in French, which was filed with the AMF under registration N° D.11-0168-A01, dated 13 May 2011 and its free English translation;
- (d) the second update to the BPCE 2010 Registration Document (*actualisation du document de référence*) (the “**BPCE 2010 Second Update**”), published in French, which was filed with the AMF under registration N° D.11-0168-A02, dated 29 August 2011 and its free English translation;
- (e) the third update to the BPCE 2010 Registration Document (*actualisation du document de référence*) (the “**BPCE 2010 Third Update**”), published in French, which was filed with the AMF under registration N° D.11-0168-A03, dated 15 November 2011 and its free English translation; and
- (f) the presentation entitled “*Projet stratégique 2010-2013 du Groupe BPCE: ‘Ensemble’*” (the “**Strategic Plan Presentation**”) published in French, dated 25 February 2010.

The document described in paragraph (f) contains forward-looking statements that are subject to significant uncertainty. See “Forward-Looking Statements” and “Risk Factors” for a discussion of certain factors that may cause the actual results of the Groupe BPCE and the Groupe BPCE SA to differ from these forward-looking statements.

The forward-looking financial information included in the slide presentation referred to in paragraph (f) above has been prepared by, and is the responsibility of, BPCE’s management. The statutory auditors have neither examined, compiled nor performed any procedures with respect to the accompanying prospective financial information and, accordingly, they do not express an opinion or any other form of assurance with respect thereto. The statutory auditors’ reports incorporated by reference in this base prospectus relate to the Issuer’s historical financial information. They do not extend to the forward-looking financial information and should not be read to do so.

Notwithstanding the foregoing, the following statements shall not be deemed incorporated herein:

- the statements by Mr. François Pérol, *Président du Directoire* of the Issuer, on page 505 of the BPCE 2009 Registration Document referring to the completion letter (*lettre de fin de travaux*) of the statutory auditors;

- the statements by Mr. François Pérol, *Président du Directoire* of the Issuer, on page 423 of the BPCE 2010 Registration Document referring to the completion letter (*lettre de fin de travaux*) of the statutory auditors;
- the statements by Mr. François Pérol, *Président du Directoire* of the Issuer, on page 39 of the BPCE 2010 First Update referring to the completion letter (*lettre de fin de travaux*) of the statutory auditors;
- the statements by Mr. François Pérol, *Président du Directoire* of the Issuer, on page 114 of the BPCE 2010 Second Update referring to the completion letter (*lettre de fin de travaux*) of the statutory auditors; and
- the statements by Mr. François Pérol, *Président du Directoire* of the Issuer, on page 53 of the BPCE 2010 Third Update referring to the completion letter (*lettre de fin de travaux*) of the statutory auditors.

Any statement contained in the Documents Incorporated by Reference shall be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus. The Documents Incorporated by Reference are available on the websites of the Issuer (www.bpce.fr) and of the AMF (www.amf-france.org). The Documents Incorporated by Reference will also be available free of charge to the public at the specified office of the Fiscal Agent.

Below are tables that reference the topics from the Documents Incorporated by Reference which are incorporated by reference in this Base Prospectus.

Regulation – Annex IV	BPCE 2009 Registration Document	BPCE 2010 Registration Document	BPCE 2010 First Update	BPCE 2010 Second Update	BPCE 2010 Third Update
2. STATUTORY AUDITORS					
2.1 Names and addresses of the Issuer’s auditors for the period covered by the historical financial information (together with their membership in a professional body)	Not Applicable	Page 418	Not Applicable	Not Applicable	Not Applicable
2.2 If auditors have resigned, been removed or reappointed during the period covered by the historical financial information, details if material.	Not Applicable	Page 418	Not Applicable	Not Applicable	Not Applicable
4. RISK FACTORS					
Prominent disclosure of risk factors that may affect the Issuer’s ability to fulfil its obligations under the securities to investors in a section headed “Risk Factors”	Not Applicable	Pages 109-160	Pages 31-36	Pages 21-39	Pages 45-49
5. INFORMATION ABOUT THE ISSUER					
5.1 History and development of the Issuer					
5.1.5 any recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer’s solvency	Not Applicable	Pages 163, 164 and 179	Page 37	Pages 4 and 5	Page 3
5.2 Investments					

5.2.1 A description of the principal investments made since the date of the last published financial statements.	Not Applicable	Page 404	Not Applicable	Not Applicable	Not Applicable
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6. BUSINESS OVERVIEW

6.1 Principal activities

6.1.1 A description of the Issuer's principal activities stating the main categories of products sold and/ or services performed; and	Not Applicable	Pages 19-34; 238-240	Pages 10-30	Pages 6-19; 59-61; 91-94	Pages 9-14; 18-26; 33-44
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6.1.2 an indication of any significant new products and/or activities.	Not Applicable	Pages 19-34; 238-241	Pages 10-30	Pages 6-19; 59-61; 91-94	Pages 9-14; 18-26; 33-44
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6.2 Principal markets

A brief description of the principal markets in which the Issuer competes	Not Applicable	Pages 19-34; 238-241	Pages 10-30	Pages 6-19; 59-61; 91-94	Pages 9-14; 18-26; 33-44
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6.3 The basis for any statements made by the Issuer regarding its competitive position.	Not Applicable	Pages 19-34	Pages 10-30	Pages 6-19; 59-61; 91-94	Pages 9-14; 18-26; 33-44
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10. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

10.1 Names, business addresses and functions in the Issuer of the members of the administrative, management and supervisory bodies, and an indication of the principal activities performed by them outside the Issuer where these are significant with respect to the Issuer-	Not Applicable	Pages 68-107	Not Applicable	Not Applicable	Page 50
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10.2 Statement that there are no conflicts of interest	Not Applicable	Pages 39-40	Not Applicable	Not Applicable	Not Applicable
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11. BOARD PRACTICES

11.1 Details relating to the Issuer's audit committee	Not Applicable	Pages 41-42	Not Applicable	Not Applicable	Not Applicable
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11.2 A statement as to whether or not the Issuer complies with its country's of incorporation corporate governance	Not Applicable	Page 36	Not Applicable	Not Applicable	Not Applicable
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13. FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES

13.1 Historical Financial Information

Audited historical financial statements/ information	BPCE - Pages 391-435	BPCE - Pages 314-355	Not Applicable	Not Applicable	Not Applicable
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13.2 Consolidated financial statements

Consolidated financial statements	Groupe BPCE –	Groupe BPCE –	Not Applicable	Groupe BPCE –	Not Applicable
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	Pages 222-313	Pages 182-249		Pages 44-74	
	Groupe BPCE SA.– Pages 316-388	Groupe BPCE SA. – Pages 252-311		Groupe BPCE SA. – Pages 77-108	
13.3 Auditing of historical annual financial information	BPCE - Pages 436-437	BPCE - Pages 356-357	Not Applicable	Groupe BPCE – Pages 75-76	Not Applicable
	Groupe BPCE – Pages 314-315	Groupe BPCE – Pages 250-251		Groupe BPCE SA – Pages 109-110	
	Groupe BPCE SA.– Pages 389-390	Groupe BPCE SA – Pages 312-313			
13.5 Interim and other financial information	Not Applicable	Not Applicable	Pages 10-30	Pages 6-20	Pages 6-44

15. MATERIAL CONTRACTS

A brief summary of all material contracts that are not entered into in the ordinary course of the Issuer’s business, which could result in any group member being under an obligation or entitlement that is material to the Issuer’s ability to meet its obligation to security holders in respect of the securities being issued.	Not Applicable	Page 404	Not Applicable	Not Applicable	Not Applicable
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Information contained in the Documents Incorporated by Reference other than information listed in the table above is for information purposes only.

RECENT DEVELOPMENTS

Anne Mercier-Gallay appointed Chief Executive Officer – Human Resources of the Groupe BPCE

(Press release dated 4 August 2011) On 19 September 2011, Anne Mercier-Gallay will officially take up her position as Chief Executive Officer – Human Resources of the Groupe BPCE, replacing Jean-Luc Vergne who is retiring from the group. She will have a seat on the Management Board and be a member of the General Management Committee.

Anne Mercier-Gallay (49) has held different positions of responsibility in Human Resources management, with a particular focus on the banking industry. A graduate of the Paris Institute of Political Science (Sciences Po) and of the Paris Institute of Business Administration (IAE Paris) and holder of a post-graduate degree (DESS) in Business Management and a Master's degree in Law, Anne Mercier-Gallay joined the Crédit Mutuel-CIC group in 1987 to assume responsibility for forward-looking jobs and skills resource planning before accepting a position, in 1999, as Human Resources Manager in the HSBC Crédit Commercial Group. In 2001, she joined the Caisse d'Épargne Group as Director of Senior Management Recruitment & Development before taking up a position with the SNCF national French railway company as Director responsible for senior executive staff and the group's corporate university. Since January 2008, Anne Mercier-Gallay has been serving as Director of Human Resources, Communications and Sustainable Development, and as a member of the Executive Committee, of the Monoprix Group.

She succeeds Jean-Luc Vergne in this position. The group's very first Director of Human Resources, Jean-Luc Vergne played a key role in the birth of BPCE by laying the foundations for an ambitious policy governing industrial relations and the development of human resources. In accordance with his request, he is taking advantage of his right to retire from the company after spending two years devoted to creating the second largest banking and insurance group in France.

Groupe BPCE will be in a position to comply, by 30 June 2012, with the new 9% minimum capital adequacy ratio fixed by the European Banking Authority

(Press release dated 27 October 2011) From the moment of its inception, Groupe BPCE has taken steps to strengthen its capital adequacy. In the space of two years, the group's Core Tier 1 ratio (Basel 2 Core Tier 1 ratio "excluding floor") has risen from 6.4% in June 2009 to 8.6% in June 2011, equal to an increase of 220 basis points. Over the same period, the group's Core Tier 1 capital has increased by a total of 11.3 billion euros, before the reimbursement of 3 billion euros to the French State.

The goal fixed by the European Banking Authority of achieving a Core Tier 1 ratio of 9% under Basel 2.5 rules in June 2012 coincides perfectly with the group's own objectives, and represents a continuation of the strategy followed over the past two years. This target includes a safety cushion of 1 billion euros (provisional figure provided for indicative purposes), corresponding to the haircut on the group's exposure to European sovereign debt as calculated by the European Banking Authority. This limited haircut reflects the group's low exposure to the debt of the euro zone's peripheral states.

To achieve this target, the group must increase its Core Tier 1 ratio by approximately 80 basis points (provisional figure provided for indicative purposes after inclusion of CRD3 ("Capital requirements directive," or the European Union directive on the capital of banking institutions) and of the safety cushion related to exposure to European sovereign debt calculated by the European Banking Authority). This will represent an increase in equivalent Tier 1 capital of 3.4 billion euros (provisional figure provided for indicative purposes) in one year.

As in the past, the group's capital adequacy will be strengthened chiefly by the appropriation to reserves of undistributed earnings and by the continued, regular issue of cooperative shares, without there being any need to call on public funds.

Attaining this objective will be facilitated by the general adoption, scheduled for 31 December 2011 of the internal model approach for the calculation of the risk-weighted exposure of all the group's retail banking activities. This model is still subject to the approval of the French banking regulator, the Prudential Supervision Authority (*Autorité de Contrôle Prudentiel*). In this way, the group will be aligning its practices with those of all the other major French banking groups.

BASE PROSPECTUS SUPPLEMENT

If at any time the Issuer shall be required to prepare a Base Prospectus Supplement pursuant to the provisions of Article 16 of the Prospectus Directive 2003/71/EC, the Issuer will prepare and make available an appropriate Supplement to this Base Prospectus or a restated Base Prospectus, which in respect of any subsequent issue of Notes to be listed and admitted to trading on Euronext Paris or on a Regulated Market of a Member State of the European Economic Area, shall constitute a Base Prospectus Supplement for the purpose of the relevant provisions of the Prospectus Directive 2003/71/EC.

TERMS AND CONDITIONS OF THE NOTES

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

The Notes are issued by BPCE (the “**Issuer**” or “**BPCE**”) with the benefit of an amended and restated agency agreement dated 17 November 2011 between the Issuer, BNP Paribas Securities Services, as fiscal agent and paying agent (the “**Agency Agreement**”). The fiscal agent, the paying agents, the redenomination agent, the consolidation agent and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Fiscal Agent**”, the “**Paying Agents**” (which expression shall include the Fiscal Agent), the “**Redenomination Agent**”, the “**Consolidation Agent**” and the “**Calculation Agent(s)**”. The holders of Dematerialised Notes and Materialised Notes, the holders of the interest coupons (the “**Coupons**”) relating to interest bearing Materialised Notes and, where applicable in the case of such Notes, talons (the “**Talons**”) for further Coupons (the “**Couponholders**”) and the holders of the receipts (the “**Receipts**”) for the payment of instalments of principal (the “**Receiptholders**”) relating to Materialised Notes of which the principal is payable in instalments are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

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

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

As used in these Conditions, “**Tranche**” means Notes which are identical in all respects.

Unless otherwise provided in the relevant Final Terms, Notes shall constitute *obligations* within the meaning of Article L.213-5 of the French *Code monétaire et financier* (the “**Code**”).

Copies of the Agency Agreement are available for inspection during normal business hours at the specified offices of each of the Paying Agents.

1 Form, Denomination(s), Title, Redenomination and Method of Issue

- (a) **Form:** Notes may be issued either in dematerialised form (“**Dematerialised Notes**”) or in materialised form (“**Materialised Notes**”).
 - (i) Title to Dematerialised Notes will be evidenced in accordance with Articles L.211-3 and R.211-1 of the Code by book entries (*inscriptions en compte*). No physical document of

title (including *certificats représentatifs* pursuant to Article R.211-7 of the Code) will be issued in respect of the Dematerialised Notes.

Dematerialised Notes are issued, at the option of the Issuer, in either bearer form (*au porteur*), which will be inscribed in the books of Euroclear France (acting as central depository) (“**Euroclear France**”) which shall credit the accounts of Account Holders, or in registered form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder in either administered registered form (*au nominatif administré*) inscribed in the books of an Account Holder designated by the relevant Noteholder or in fully registered form (*au nominatif pur*) inscribed in an account in the books of Euroclear France maintained by the Issuer or the registration agent (designated in the relevant Final Terms) acting on behalf of the Issuer (the “**Registration Agent**”).

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

(ii) Materialised Notes are issued in bearer form only (“**Materialised Bearer Notes**”). Materialised Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Instalment Notes are issued with one or more Receipts attached.

In accordance with Articles L.211-3 and R.211-1 of the Code, securities (such as the Notes) which are governed by French law and are in materialised form must be issued outside the French territory.

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

(c) **Title:**

(i) Title to Dematerialised Notes in bearer form (*au porteur*) and in administered registered form (*au nominatif administré*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of Account Holders. Title to Dematerialised Notes in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of the Issuer or the Registration Agent.

(ii) Title to Materialised Bearer Notes in definitive form having, where appropriate, Coupons, Receipt(s) and/or a Talon attached thereto on issue (“**Definitive Materialised Bearer Notes**”), shall pass by delivery.

- (iii) Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the holder.
 - (iv) In these Conditions, “**holder of Notes**”, “**holder of any Note**” or “**Noteholder**” means (i) in the case of Dematerialised Notes, the person whose name appears in the account of the relevant Account Holder or the Issuer or the Registration Agent (as the case may be) as being entitled to such Notes and (ii) in the case of Materialised Notes, the bearer of any Definitive Materialised Bearer Note and the Receipts, Coupons, or Talon relating to it, and capitalised terms have the meanings given to them in the relevant Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.
- (d) **Redenomination:**
- (i) The Issuer may (if so specified in the relevant Final Terms), on any Interest Payment Date, without the consent of the holder of any Note, Receipt, Coupon or Talon, by giving at least 30 days’ notice in accordance with Condition 15 and on or after the date on which the European Member State in whose national currency the Notes are denominated has become a participating Member State in the single currency of the European Economic and Monetary Union (as provided in the Treaty establishing the European Community (the “**EC**”), as amended from time to time (the “**Treaty**”) or events have occurred which have substantially the same effects (in either case, “**EMU**”), redenominate all, but not some only, of the Notes of any Series into Euro and adjust the aggregate principal amount and the Specified Denomination(s) set out in the relevant Final Terms accordingly, as described below. The date on which such redenomination becomes effective shall be referred to in these Conditions as the “**Redenomination Date**”.
 - (ii) Unless otherwise specified in the relevant Final Terms, the redenomination of the Notes pursuant to Condition 1(d)(i) shall be made by converting the principal amount of each Note from the relevant national currency into Euro using the fixed relevant national currency Euro conversion rate established by the Council of the European Union pursuant to applicable regulations and rounding the resultant figure to the nearest Euro 0.01 (with Euro 0.005 being rounded upwards). If the Issuer so elects, the figure resulting from conversion of the principal amount of each Note using the fixed relevant national currency Euro conversion rate shall be rounded down to the nearest Euro. The Euro denominations of the Notes so determined shall be notified to Noteholders in accordance with Condition 15. Any balance remaining from the redenomination with a denomination higher than Euro 0.01 shall be paid by way of cash adjustment rounded to the nearest Euro 0.01 (with Euro 0.005 being rounded upwards). Such cash adjustment will be payable in Euro on the Redenomination Date in the manner notified to Noteholders by the Issuer.
 - (iii) Upon redenomination of the Notes, any reference in the relevant Final Terms to the relevant national currency shall be construed as a reference to Euro.
 - (iv) Unless otherwise specified in the relevant Final Terms, the Issuer may, with the prior approval of the Redenomination Agent and the Consolidation Agent, in

connection with any redenomination pursuant to this Condition or any consolidation pursuant to Condition 14, without the consent of the holder of any Note, Receipt, Coupon or Talon, make any changes or additions to these Conditions or Condition 14 (including, without limitation, any change to any applicable business day definition, business day convention, principal financial centre of the country of the Specified Currency, interest accrual basis or benchmark), taking into account market practice in respect of redenominated euromarket debt obligations and which it believes are not prejudicial to the interests of such holders. Any such changes or additions shall, in the absence of manifest error, be binding on the holders of Notes, Receipts, Coupons and Talons and shall be notified to Noteholders in accordance with Condition 15 as soon as practicable thereafter.

- (v) Neither the Issuer nor any Paying Agent shall be liable to the holder of any Note, Receipt, Coupon or Talon or other person for any commissions, costs, losses or expenses in relation to or resulting from the credit or transfer of Euro or any currency conversion or rounding effected in connection therewith.
- (e) **Method of Issue:** The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “**Series**”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a “**Tranche**”) on the same or different issue dates. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the relevant Final Terms.

2 Conversion and Exchanges of Notes

(a) Dematerialised Notes

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

(b) Materialised Notes

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

3 Status

The obligations of the Issuer under the Notes may be either unsubordinated (“**Unsubordinated Notes**”) or subordinated (“**Subordinated Notes**”).

(a) **Status of Unsubordinated Notes**

The principal and interest on Unsubordinated Notes constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Issuer and rank and will rank *pari passu* among themselves and (save for certain obligations required to be preferred by French law) equally with all other present or future unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.

(b) **Status of Subordinated Notes**

(i) General

Subordinated Notes (“**Subordinated Notes**”) comprise Ordinary Subordinated Notes, Deeply Subordinated Notes, Dated Subordinated Notes and Undated Subordinated Notes (all as defined below).

(ii) Ordinary Subordinated Notes

The principal and (if the applicable Final Terms so specify) interest on ordinary subordinated notes (“**Ordinary Subordinated Notes**”) constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and *pari passu* with all other present and future Ordinary Subordinated Notes, but in priority to the *prêts participatifs* granted to, *titres participatifs* issued by, the Issuer and Deeply Subordinated Notes.

(iii) Deeply Subordinated Notes

The principal and (if the applicable Final Terms so specify) interest on deeply subordinated notes (“**Deeply Subordinated Notes**”) constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and *pari passu* with all other present and future Deeply Subordinated Notes, but behind the *prêts participatifs* granted to, *titres participatifs* issued by, the Issuer and Ordinary Subordinated Notes.

(iv) Dated Subordinated Notes

Subordinated Notes (which terms, for the avoidance of doubt, include both Ordinary Subordinated Notes and Deeply Subordinated Notes) may have a specified maturity date (“**Dated Subordinated Notes**”). Unless otherwise specified in the relevant Final Terms, payments of interest relating to Dated Subordinated Notes constitute obligations which rank equally with the obligations of the Issuer in respect of Unsubordinated Notes issued by the Issuer in accordance with Condition 3(a).

(v) Undated Subordinated Notes

Subordinated Notes (which terms, for the avoidance of doubt, include both Ordinary Subordinated Notes and Deeply Subordinated Notes) may not have a specified maturity date (“**Undated Subordinated Notes**”). Unless otherwise specified in the relevant Final Terms, payments of interest relating to Undated Subordinated Notes will be deferred in accordance with the provisions of Condition 5(h).

(vi) Payment of Subordinated Notes in the event of the liquidation of the Issuer

If any judgement is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason, the

payments of the creditors of the Issuer shall be made in the following order of priority (in each case subject to the payment in full of priority creditors):

- (a) unsubordinated creditors of the Issuer;
- (b) holders of Ordinary Subordinated Notes;
- (c) lenders in relation to *prêts participatifs* granted to the Issuer;
- (d) holders of *titres participatifs* issued by the Issuer; and
- (e) holders of Deeply Subordinated Notes.

In the event of incomplete payment of unsubordinated creditors the obligations of the Issuer in connection with Ordinary Subordinated Notes shall be terminated (then subsequently the lenders in relation to *prêts participatifs*, holders of *titres participatifs* and holders of Deeply Subordinated Notes). The Representative (as defined in Condition 11) of the holders of Subordinated Notes shall take all steps necessary for the orderly accomplishment of any collective proceedings or voluntary liquidation.

(vii) Capital Adequacy

The relevant Final Terms may provide for additions or variations to the Conditions applicable to the Subordinated Notes for the purposes *inter alia* of enabling the proceeds of the issue of such Subordinated Notes to count as (i) *fonds propres de base* within the meaning of Article 2 of *Règlement* no. 90-02 dated 23 February 1990, as amended, of the *Comité de la Réglementation Bancaire et Financière* ("CRBF"), (in which case such Subordinated Notes will need to be Deeply Subordinated Notes) ("**Tier 1 Capital**") or (ii) *fonds propres complémentaires* within the meaning of Article 4 (c) of the CRBF *Règlement* no. 90-02 dated 23 February 1990, as amended ("**Upper Tier 2 Capital**") or (iii) *fonds propres complémentaires* within the meaning of Article 4 (d) of the CRBF *Règlement* no. 90-02 dated 23 February 1990, as amended ("**Lower Tier 2 Capital**", together with Upper Tier 2 Capital "**Tier 2 Capital**").

Article 2 of the CRBF Règlement no. 90-02 dated 23 February 1990 should be read in conjunction with the press release of the Bank for International Settlements dated 27 October 1998 concerning instruments eligible for inclusion in Tier 1 Capital (the "BIS Press Release"). The English language version of the BIS Press Release is attached to the document of the Autorité de Contrôle Prudentiel entitled "Methods for calculating the capital ratio". The French language version of the BIS Press Release is attached to the document of the Autorité de Contrôle Prudentiel entitled "Modalités de calcul du ratio de solvabilité".

(viii) Use of net proceeds

The net proceeds of Upper Tier 2 Capital or Tier 1 Capital may be used in certain circumstances to absorb losses. In the event of the Issuer incurring losses, such losses will be charged first against accumulated profits ("**report à nouveau**"), then against reserve, and capital, and finally, to the extent necessary, against the subordinated loans (including interest thereon) of the Issuer, in reverse order of seniority (i.e., from the most junior to the most senior), in order to allow the Issuer to comply with the regulatory requirements applicable to banks in France, especially those relating to solvency ratios, and in order to allow the Issuer to continue its activities.

4 Negative Pledge

So long as any of the Unsubordinated Notes and, if applicable, any Receipts or Coupons relating to them, remains outstanding (as defined in the Agency Agreement), the Issuer will not create or permit to subsist any mortgage, charge, pledge or other security interest upon any of its assets or revenues, present or future, to secure any relevant indebtedness (as defined below) incurred or guaranteed by the Issuer (whether before or after the issue of the Unsubordinated Notes) unless the Unsubordinated Notes are equally and rateably secured so as to rank *pari passu* with such relevant indebtedness or the guarantee thereof.

For the purposes of this Condition, “**relevant indebtedness**” means any indebtedness for borrowed money, whether or not represented by notes or other securities (including securities initially privately placed) which are for the time being, or are capable of being quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter-market or other securities market.

This Condition 4 shall not apply to Subordinated Notes.

5 Interest and other Calculations

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

“**Business Day**” means:

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

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

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

numerator is the number of actual days elapsed during the leap year and whose denominator is 366

- (iii) if “**Actual/Actual - FBF**” is specified in the relevant Final Terms in respect of each calculation, the fraction whose numerator is the actual number of days elapsed during such period and whose denominator is 365 (or 366 if 29 February falls within the Calculation Period)
- (iv) if “**Actual/Actual - ICMA**” is specified in the relevant Final Terms:
 - (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
 - (b) if the Calculation Period is longer than one Determination Period, the sum of:
 - the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
 - the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

in each case where:

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

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

- (v) if “**Actual/365 (Fixed)**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365
- (vi) if “**Actual/360**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360
- (vii) when “**2000 ISDA Definitions**” is specified in the relevant Final Terms, and if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)) and
- (viii) when “**2006 ISDA Definitions**” is specified in the relevant Final Terms, and if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case **D₁** will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and **D₁** is greater than 29, in which case **D₂** will be 30

- (ix) when “**2000 ISDA Definitions**” is specified in the relevant Final Terms, and if “**30E/360**” or “**Eurobond Basis**” is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of a Calculation Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)
- (x) when “**2006 ISDA Definitions**” is specified in the relevant Final Terms, and if “**30E/360**” or “**Eurobond Basis**” is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case **D₁** will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case **D₂** will be 30

- (xi) when “**2006 ISDA Definitions**” is specified in the relevant Final Terms and if “**30E/360 (ISDA)**” is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case **D₁** will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case **D₂** will be 30

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

“**FBF**” means *Fédération Bancaire Française*

“**FBF Definitions**” means the definitions set out in the 2007 *Fédération Bancaire Française* (“**FBF**”) Master Agreement relating to transactions on forward financial instruments (formerly 2001 Master Agreement relating to transactions on forward financial instruments as supplemented by the Technical Schedules published by the FBF, as the case may be) (together the “**FBF Master Agreement**”), unless otherwise specified in the relevant Final Terms

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

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

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

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

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

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

“**Interest Period Date**” means each Interest Payment Date unless otherwise specified in the relevant Final Terms

“**ISDA Definitions**” means the 2006 ISDA Definitions or the 2000 ISDA Definitions as may be specified in the relevant Final Terms, as published by the International Swaps and Derivatives Association, Inc., unless otherwise specified in the relevant Final Terms

“**Rate of Interest**” means the rate of interest payable from time to time in respect of the Notes and that is either specified or calculated in accordance with the provisions in the relevant Final Terms

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

“**Reference Rate**” means the rate specified as such in the relevant Final Terms

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

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

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

- (b) **Interest on Fixed Rate Notes:** Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date except as otherwise provided in the relevant Final Terms.

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

- (c) **Interest on Floating Rate Notes and Index Linked Interest Notes:**

- (i) *Interest Payment Dates:* Each Floating Rate Note and Index Linked Interest Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear (except as otherwise provided in the relevant Final Terms) on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(k). Such Interest Payment Date(s) is/are either shown in the relevant Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the relevant Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period shown in the relevant Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
- (ii) *Business Day Convention:* If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.
- (iii) *Rate of Interest for Floating Rate Notes:* The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms and the provisions below relating to either FBF Determination, ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the relevant Final Terms.

- (A) FBF Determination for Floating Rate Notes

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

determined by the Calculation Agent under a Transaction under the terms of an agreement incorporating the FBF Definitions and under which:

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

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

(B) ISDA Determination for Floating Rate Notes

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

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

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

(C) Screen Rate Determination for Floating Rate Notes

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

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

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

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

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

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

LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro zone inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

- (iv) *Rate of Interest for Index Linked Interest Notes:* The Rate of Interest in respect of Index Linked Interest Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms and interest will accrue by reference to an Index or Formula as specified in the relevant Final Terms.
- (d) **Zero Coupon Notes:** Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(e)(i)).
- (e) **Dual Currency Notes:** In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to a Rate of Exchange or a method of calculating, a Rate of Exchange, the rate or amount of interest payable shall be determined in the manner specified in the relevant Final Terms.
- (f) **Partly Paid Notes:** In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the relevant Final Terms.
- (g) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless (i) in the case of Dematerialised Notes, on such due date or (ii) in the case of Materialised Notes, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 8).
- (h) **Deferral of interest:** In the case of Undated Subordinated Notes, interest shall be payable on each Compulsory Interest Payment Date (as defined below) in respect of the interest accrued in the Interest Period ending on the day immediately preceding such date. On any Optional Interest Payment Date (as defined below) there may be paid (if the Issuer so elects) the interest accrued in the Interest Period ending on the day immediately preceding such date but the Issuer shall not have any obligation to make such payment and any such failure to pay shall not constitute a default under the Notes or for any other purpose. Notice of any Optional Interest Payment Date shall (for so long as the rules of, or applicable to, any Regulated Market so require) be given to the Noteholders in accordance with Condition 15 and to the relevant Regulated Market. Such notice shall be given at least seven days prior to the relevant Optional Interest Payment Date(s). The relevant Final

Terms will state whether any interest not paid on an Optional Interest Payment Date shall be lost or shall, so long as the same remains unpaid, constitute “**Arrears of Interest**” (which term shall include interest on such unpaid interest as referred to below). Arrears of Interest may, at the option of the Issuer, be paid in whole or in part at any time upon the expiration of not less than seven days’ notice to such effect given to the Noteholders in accordance with Condition 15 but all Arrears of Interest on all Undated Subordinated Notes outstanding shall become due in full on whichever is the earliest of:

- (i) the Interest Payment Date immediately following the date upon which the *Assemblée Générale* of the shareholders of the Issuer passed a resolution to pay a dividend on the ordinary share capital of the Issuer; and
- (ii) a judgement rendered by any competent court declaring (a) the judicial liquidation (*liquidation judiciaire*) of the Issuer or (b) the liquidation of the Issuer for any other reason.

If notice is given by the Issuer of its intention to pay the whole or part of Arrears of Interest, the Issuer shall be obliged to do so upon the expiration of such notice. When Arrears of Interest are paid in part, each such payment shall be applied in or towards satisfaction of the full amount of the Arrears of Interest accrued in respect of the earliest Interest Period in respect of which Arrears of Interest have accrued and have not been paid in full. Arrears of Interest shall (to the extent permitted by law) bear interest accruing (but only, in accordance with Article 1154 of the French *Code civil*, after such interest has accrued for a period of one year) and compounding on the basis of the exact number of days which have elapsed at the prevailing rate of interest on the Subordinated Notes in respect of each relevant Interest Period. For these purposes the following expressions have the following meanings:

“**Compulsory Interest Payment Date**” means any Interest Payment Date unless at the *Assemblée Générale* of the shareholders of the Issuer immediately preceding such date which was required to approve the annual accounts of the Issuer for the fiscal year ended prior to such *Assemblée Générale*, no resolution was passed to pay a dividend on the ordinary share capital of the Issuer in respect of such previous fiscal year and

“**Optional Interest Payment Date**” means any Interest Payment Date, as the case may be, other than a Compulsory Interest Payment Date.

It is expected that, in the case of Undated Subordinated Notes the proceeds of which count as Tier 1 Capital, interest not paid on an Optional Interest Payment Date shall be lost. It is also expected that, in the case of Undated Subordinated Notes the proceeds of which count as Tier 2 Capital, interest not paid on an Optional Payment Date shall constitute Arrears of Interest.

(i) **Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding:**

- (i) If any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (c) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin subject always to the next paragraph
- (ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified in the relevant Final Terms, then any Rate of Interest, Instalment

Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be

- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.
- (j) **Interest on Undated Subordinated Notes:** Payment of interest on Undated Subordinated Notes may be postponed in accordance with applicable French banking laws and regulations and, in particular, Article 4 (c) of Regulation no. 90-02 dated 23 February 1990 of the CRBF in France, as amended from time to time.
- (k) **Calculations:** The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Note by the Day Count Fraction, unless an Interest Amount (or a formula for its calculation) is specified in respect of such period, in which case the amount of interest payable in respect of such Note for such period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.
- (l) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Optional Redemption Amounts, Early Redemption Amounts and Instalment Amounts:** The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Optional Redemption Amount, Early Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Optional Redemption Amount, Early Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are admitted to trading on a Regulated Market and the rules of, or applicable to, such Regulated Market so require, such Regulated Market as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to

Condition 5(c)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

- (m) **Calculation Agent:** The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding (as defined in the Agency Agreement). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid but, for the avoidance of doubt, the Calculation Agent can be removed by the Issuer before a successor is appointed in cases where it is unable to act. Notwithstanding the option of the Issuer to remove the Calculation Agent as aforesaid, the Issuer shall use its best efforts to appoint as soon as practicable a new Calculation Agent able to act. So long as the Notes are admitted to trading on any Regulated Market and the rules of, or applicable to, the Regulated Market so require, notice of any change of the Calculation Agent shall be given in accordance with Condition 15.
- (n) **Interest on credit linked Notes:** In the case of credit linked Notes, their interest will be specified in the relevant Final Terms.

6 Redemption, Purchase and Options

- (a) **Final Redemption:** Unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) or, in the case of a Note falling within Condition 6(b) below, its final Instalment Amount. Subordinated Notes, the proceeds of which constitute Tier 1 Capital or Upper Tier 2 Capital shall be Undated Subordinated Notes. The Maturity Date, in relation to Subordinated Notes the proceeds of which constitute Lower Tier 2 Capital, will not be less than five years from the Issue Date. In the case of credit linked Notes, the redemption details will be specified in the Final Terms.
- (b) **Redemption by Instalments:** Unless previously redeemed, purchased and cancelled as provided in this Condition 6, each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified in the relevant Final Terms. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is

calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused (i) in the case of Dematerialised Notes, on the due date for such payment or (ii) in the case of Materialised Notes, on presentation of the related Receipt, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

- (c) **Redemption at the Option of the Issuer and Partial Redemption:** If a Call Option is specified in the relevant Final Terms, the Issuer may, subject to the prior approval of the *Secrétariat Général de l'Autorité de Contrôle Prudentiel* in the case of Subordinated Notes the proceeds of which constitute Tier 1 Capital or Tier 2 Capital and to compliance by the Issuer with all the relevant laws, regulations and directives and on giving not less than 15 nor more than 30 days' irrevocable notice in accordance with Condition 15 to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem, all or, if so provided, some, of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption (including, where applicable, Arrears of Interest), if any. Any such redemption of Notes must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed as specified in the relevant Final Terms and no greater than the Maximum Redemption Amount to be redeemed specified in the relevant Final Terms. The redemption date, in relation to Subordinated Notes the proceeds of which constitute Lower Tier 2 Capital, will not be less than five years from the Issue Date.

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

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

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

- (d) **Redemption at the Option of Noteholders and Exercise of Noteholders' Options:** If a Put Option is specified in the relevant Final Terms and provided that the relevant Note is not a Subordinated Note the proceeds of which constitute Tier 1 Capital, Tier 2 Capital, the Issuer shall, at the option of the Noteholder, upon the Noteholder giving not less than 10 nor more than 30 days' notice to the Issuer (the "**Election Period**") (or such other notice period as may be specified in the relevant Final Terms) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest

accrued to the date fixed for redemption including, where applicable, any Arrears of Interest.

To exercise such option, the Noteholder must send to any Paying agent by electronic communication or fax a duly completed option exercise notice (the “**Put Option Notice**”) in the form delivered by the Paying Agent, the Registration Agent or Euroclear France and/or any relevant clearing systems, as the case may be, within the Election Period. In the case of Materialised Bearer Notes shall have attached to it such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent at its specified office. In the case of Dematerialised Notes, the Noteholder shall transfer, or cause to be transferred, the Dematerialised Notes to be redeemed to the account of the Paying Agent specified in the Put Option Notice. No option so exercised and, where applicable, no Note so deposited or transferred may be withdrawn without the prior consent of the Issuer.

(e) **Early Redemption:**

(i) Zero Coupon Notes:

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 6(f) or upon it becoming due and payable as provided in Condition 9 shall be the Amortised Nominal Amount (calculated as provided below) of such Note unless otherwise specified in the relevant Final Terms.
- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Nominal Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown in the relevant Final Terms, shall be such rate as would produce an Amortised Nominal Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(f) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Nominal Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Amortised Nominal Amount becomes due and payable were the Relevant Date (as defined in Condition 8(c) below). The calculation of the Amortised Nominal Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(d).

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

(ii) *Other Notes*: The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(f) or upon it becoming due and payable as provided in Condition 9 shall be the Final Redemption Amount together with interest accrued to the date fixed for redemption (including, where applicable, any Arrears of Interest) unless otherwise specified in the relevant Final Terms.

(f) **Redemption for Taxation Reasons:**

(i) If, by reason of any change in French law, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified under Condition 8 below, the Issuer may, at its option, on any Interest Payment Date or, if so specified in the relevant Final Terms, at any time, subject to having given not more than 45 nor less than 30 days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 15 and, in the case of Subordinated Notes, the proceeds of which constitute Tier 1 Capital, Tier 2 Capital, subject to the prior approval of the *Secrétariat Général de l'Autorité de Contrôle Prudentiel*, redeem all, but not some only, of the Notes at their Early Redemption Amount together with, unless otherwise specified in the Final Terms, any interest accrued to the date set for redemption (including, where applicable, any Arrears of Interest) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and interest without withholding for French taxes.

(ii) If the Issuer would on the next payment of principal or interest in respect of the Notes be prevented by French law from making payment to the Noteholders or, if applicable, Couponholders of the full amounts then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 8 below, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than seven days' prior notice to the Noteholders in accordance with Condition 15 and, in the case of Subordinated Notes, the proceeds of which constitute Tier 1 Capital, Tier 2 Capital, subject to the prior approval of the *Secrétariat Général de l'Autorité de Contrôle Prudentiel*, redeem all, but not some only, of the Notes then outstanding at their Redemption Amount together with, unless otherwise specified in the Final Terms, any interest accrued to the date set for redemption (including, where applicable, any Arrears of Interest) on (A) the latest practicable Interest Payment Date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes, provided that if such notice would expire after such Interest Payment Date the date for redemption pursuant to such notice of Noteholders shall be the later of (i) the latest practicable date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes and (ii) 14 days after giving notice to the Fiscal Agent as aforesaid or (B) if so specified in the relevant Final Terms, at any time, provided that the due date for redemption of which notice hereunder shall be given shall be the latest practicable date at which the Issuer could make payment of the full amount payable in respect of the Notes, or, if applicable, Receipts or Coupons or, if that date is passed, as soon as practicable thereafter.

- (g) **Partly Paid Notes:** Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the provisions specified in the relevant Final Terms.
- (h) **Purchases:** The Issuer shall have the right at all times to purchase Notes (provided that, in the case of Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price. Unless otherwise specified in the Final Terms, all Notes so purchased by the Issuer may be held and resold for the purpose of enhancing the liquidity of the Notes in accordance with Articles L.213-1 A and D.213-1 A of the French *Code monétaire et financier*. In the case of Subordinated Notes the proceeds of which constitute Tier 2 Capital, any such purchase will be subject to the prior approval of the *Secrétariat Général de l'Autorité de Contrôle Prudentiel* if it relates (individually or when aggregated with any previous purchase) to 10% or more of the principal amount of the Notes. In the case of Subordinated Notes the proceeds of which constitute Tier 1 Capital, any such purchase will be subject to the prior approval of the *Secrétariat Général de l'Autorité de Contrôle Prudentiel*.
- (i) **Cancellation:** All Notes purchased for cancellation by or on behalf of the Issuer will forthwith be cancelled, in the case of Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised Bearer Notes, by surrendering the Temporary Global Certificate and the Definitive Materialised Bearer Notes in question together with all unmatured Receipts and Coupons and all unexchanged Talons to the Fiscal Agent and, in each case, if so transferred or surrendered, will, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with, in the case of Dematerialised Notes, all rights relating to payment of interest and other amounts relating to such Dematerialised Notes and, in the case of Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so cancelled or, where applicable, transferred or surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged. For so long as the Notes are admitted to trading on the regulated market of and listed on Euronext Paris, the Issuer will forthwith inform Euronext Paris of any such cancellation.
- (j) **Illegality:** If, by reason of any change in French law, or any change in the official application of such law, becoming effective after the Issue Date, it will become unlawful for the Issuer to perform or comply with one or more of its obligations under the Notes, the Issuer will, subject to having given not more than 45 nor less than 30 days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 15, redeem all, but not some only, of the Notes at their Early Redemption Amount together with any interest accrued to the date set for redemption (including, where applicable, any Arrears of Interest).

7 Payments and Talons

- (a) **Dematerialised Notes:** Payments of principal and interest (including, for the avoidance of doubt, any Arrears of Interest, where applicable) in respect of Dematerialised Notes shall (in the case of Dematerialised Notes in bearer form or administered registered form) be made by transfer to the account denominated in the relevant currency of the relevant Account Holders for the benefit of the Noteholders and, (in the case of Dematerialised Notes in fully

registered form), to an account denominated in the relevant currency with a Bank (as defined below) designated by the Noteholders. All payments validly made to such Account Holders will be an effective discharge of the Issuer in respect of such payments.

- (b) **Materialised Bearer Notes:** Payments of principal and interest (including, for the avoidance of doubt, any Arrears of Interest, where applicable) in respect of Materialised Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Materialised Bearer Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 7(f)(vi)), as the case may be, at the specified office of any Paying Agent during normal business hours outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the Noteholder, by transfer to an account denominated in such currency with, a Bank.

“**Bank**” means a bank in the principal financial centre of such currency or, in the case of Euro, in a city in which banks have access to the TARGET System.

- (c) **Payments in the United States:** Notwithstanding the foregoing, if any Materialised Bearer Notes are denominated in U.S. Dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.
- (d) **Payments subject to Fiscal Laws:** All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment but without prejudice to the provisions of Condition 8. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) **Appointment of Agents:** The Fiscal Agent, the Paying Agents, the Calculation Agent, the Redenomination Agent and the Consolidation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Redenomination Agent, the Consolidation Agent and the Registration Agent act solely as agents of the Issuer and the Calculation Agent(s) act(s) as independent expert(s) and, in each such case, do not assume any obligation or relationship of agency for any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Redenomination Agent, the Consolidation Agent and the Registration Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) a Redenomination Agent and a Consolidation Agent where the Conditions so require, (iv) Paying Agents having specified offices in at least two major European cities, (v) in the case of Dematerialised Notes, in fully registered form, a Registration Agent, (vi) such other agents as may be required by the applicable rules of any Regulated Market on which the Notes may be listed and admitted to trading and (vii) in the case of Materialised Notes, a

Paying Agent with a specified office in a European Union Member State that will not be obliged to withhold or deduct tax pursuant to Council Directive 2003/48/EC or any Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive.

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

On a redenomination of the Notes of any Series pursuant to Condition 1(d) with a view to consolidating such Notes with one or more other Series of Notes, in accordance with Condition 14, the Issuer shall ensure that the same entity shall be appointed as both Redenomination Agent and Consolidation Agent in respect of both such Notes and such other Series of Notes to be so consolidated with such Notes.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 15.

(f) Unmatured Coupons and Receipts and unexchanged Talons:

- (i) Upon the due date for redemption of Materialised Bearer Notes which comprise Fixed Rate Notes (other than Dual Currency Notes or Index Linked Notes), such Materialised Bearer Notes should be surrendered for payment together with all unmaturing Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmaturing Coupon (together, where applicable, with the amount of any Arrears of Interest corresponding to such Coupon) (or, in the case of payment not being made in full, that proportion of the amount of such missing unmaturing Coupon (together, where applicable, with the amount of any Arrears of Interest corresponding to such Coupon) that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Amortised Nominal Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 10).
- (ii) Upon the due date for redemption of any Materialised Bearer Note comprising a Floating Rate Note, Dual Currency Note or Index Linked Note, unmaturing Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Materialised Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Upon the due date for redemption of any Materialised Bearer Note that is redeemable in instalments, all Receipts relating to such Materialised Bearer Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (v) Where any Materialised Bearer Note that provides that the relative unmaturing Coupons are to become void upon the due date for redemption of those Notes is

presented for redemption without all unmatured Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

- (vi) If the due date for redemption of any Materialised Bearer Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, (including, for the avoidance of doubt, any Arrears of Interest if applicable) shall only be payable against presentation (and surrender if appropriate) of the relevant Definitive Materialised Bearer Note. Interest accrued on a Materialised Bearer Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Materialised Bearer Notes.
- (g) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Materialised Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 10).
- (h) **Non-Business Days:** If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the Noteholder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment, unless otherwise provided in the relevant Final Terms. In this paragraph, “**business day**” means a day (other than a Saturday or a Sunday) which is a business day in France and (A) (i) in the case of Dematerialised Notes, on which Euroclear France is open for business or (ii) in the case of Materialised Notes, on which banks and foreign exchange markets are open for business in the relevant place of presentation, (B) on which banks and foreign exchange markets are open for business in such jurisdictions as shall be specified as “Financial Centres” in the relevant Final Terms and (C) (i) (in the case of a payment in a currency other than Euro), where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or (ii) (in the case of a payment in Euro), which is a TARGET Business Day.

8 Taxation

- (a) All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law
- (b) **Additional Amounts:** If French law should require that payments of principal or interest (including for the avoidance of doubt, Arrears of Interest) in respect of any Note, Receipt or Coupon be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever levied by or on behalf of the Republic of France, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the Noteholders or, if applicable, the Receiptholders and the Couponholders, as the case may be, of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon, as the case may be:

- (i) **Other connection:** to, or to a third party on behalf of, a Noteholder or, if applicable, a Receiptholder or a Couponholder, as the case may be, who is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with the Republic of France other than the mere holding of the Note, Receipt or Coupon; or
 - (ii) **Presentation more than 30 days after the Relevant Date:** in the case of Materialised Notes, more than 30 days after the Relevant Date except to the extent that the Noteholder, or, if applicable, a Receiptholder or a Couponholder, as the case may be, would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day; or
 - (iii) **Payments to individuals:** where such withholding or deduction 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 Directive implementing the conclusions of the ECOFIN Council Meeting of 26-27 November 2000 on the taxation of savings income, or any law implementing or complying with, or introduced in order to conform to, such Directive; or
 - (iv) **Payment by another Paying Agent:** in respect of Definitive Materialised Bearer Notes, presented for payment by or on behalf of a holder of any Note, Receipt or Coupon, as the case may be, who would be able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the EU.
- (c) As used in these Conditions, “**Relevant Date**” in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due (and, for the avoidance of doubt, in the case of Arrears of Interest, references to “becomes due” shall be interpreted in accordance with the provisions of Condition 5(h)) or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or, in the case of Materialised Notes (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note, Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

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

- (d) **Supply of Information:** Each Noteholder shall be responsible for supplying, in a timely manner, any information as may be required in order to comply with the identification and reporting obligations imposed on it by the European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council Meeting dated 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive.

9 Events of Default

Any Noteholder may, upon written notice to the Issuer and the Fiscal Agent, request the immediate reimbursement of the Notes held by such Noteholder at their principal amount, plus accrued interest to the date of payment and, where applicable, any Arrears of Interest, without any other formality, if any of the following events (each an “**Event of Default**”) occurs:

- (a) **Unsubordinated Notes:** In the case of Unsubordinated Notes
 - (i) the Issuer is in default for more than thirty (30) days for the payment of principal of, or interest on, any Note (including the payment of any additional amounts mentioned in Condition 8 “**Taxation**” pursuant to the terms thereof), when the same shall become due and payable; or
 - (ii) the Issuer is in default in the performance of any of its other obligations under the Notes and such default has not been cured within forty-five (45) days after the receipt by the Fiscal Agent and the Issuer of written notice of default given by the Noteholder; or
 - (iii) any indebtedness of the Issuer in excess of Euro 50,000,000 or any guarantee by the Issuer of any such indebtedness shall become due and is not paid on the date which is the later of (i) its stated maturity, and (ii) the expiry of applicable grace periods (the term “**indebtedness**” as used herein shall mean any note or other debt instrument issued by the Issuer or any credit facility granted to the Issuer by banks); or
 - (iv) the Issuer sells, transfers or otherwise disposes of, directly or indirectly, the whole or a substantial part of its assets, or the Issuer enters into, or commences any proceedings in furtherance of, forced or voluntary liquidation or dissolution, except in the case of a disposal, dissolution, liquidation, merger or other reorganisation in which all of or substantially all of the Issuer’s assets are transferred to a legal entity which simultaneously assumes all of the Issuer’s debt and liabilities including the Notes and whose main purpose is the continuation of, and which effectively continues, the Issuer’s activities; or
 - (v) the performance of any obligation of the Issuer under the Notes contravenes any legal provisions entered into force after the date hereof or contravenes any provision entered into force after the date hereof or contravenes any provision in effect at the date hereof due to a change of interpretation of such provisions by any competent authority; or
 - (vi) the Issuer applies for or is subject to the appointment of a *mandataire ad hoc* under French bankruptcy law or enters into a conciliation procedure (*procédure de conciliation*) with its creditors or a judgment is rendered for its judicial liquidation (*liquidation judiciaire*) or for a transfer of the whole of the business (*cession totale de l’entreprise*) or makes any conveyance for the benefit of, or enters into any agreement with, its creditors or cannot meet its current liabilities out of its current assets.
- (b) **Subordinated Notes:** In the case of Subordinated Notes and in accordance with Condition 3(b), if any judgment shall be issued for the judicial liquidation (*liquidation judiciaire*) of

the Issuer or if the Issuer is liquidated for any other reason then the Subordinated Notes shall become immediately due and payable, in accordance with Condition 3(b).

10 Prescription

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

11 Representation of Noteholders

Except as otherwise provided by the relevant Final Terms, Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a *masse* (in each case, the “*Masse*”).

The *Masse* will be governed by the provisions of the French *Code de commerce* with the exception of Articles L.228-48, L.228-59, L.228-65 II, R.228-63, R.228-67, R.228-69 and R.228-72 subject to the following provisions:

(a) Legal Personality

The *Masse* will be a separate legal entity and will act in part through a representative (the “**Representative**”) and in part through a general meeting of the Noteholders (the “**General Meeting**”).

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.

(b) Representative

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

- (i) the Issuer, the members of its Executive Board (*Directoire*), its Supervisory Board (*Conseil de Surveillance*), its general managers (*directeurs généraux*), its statutory auditors, or its employees as well as their ascendants, descendants and spouse; or
- (ii) 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 (*Directoire*), or Supervisory Board (*Conseil de Surveillance*), their statutory auditors, or employees as well as their ascendants, descendants and spouse; or
- (iii) 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
- (iv) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

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

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

In the event of death, retirement or revocation of appointment of the Representative, such Representative will be replaced by another Representative. In the event of the death, retirement or revocation of appointment of the alternate Representative, an alternate Representative will be elected by the General Meeting.

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

(c) Powers of Representative

The Representative shall (in the absence of any decision to the contrary of the General Meeting) have the power to take all acts of management necessary in order to defend the common interests of the Noteholders.

All legal proceedings against the Noteholders or initiated by them, must be brought by or against the Representative.

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

(d) General Meeting

A General Meeting may be held at any time, on convocation either by the Issuer or by the Representative. One or more Noteholders, holding together at least one-thirtieth of the principal amount of the Notes outstanding, may address to the Issuer and the Representative a demand for convocation of the General Meeting. If such General Meeting has not been convened within two months after such demand, the Noteholders may commission one of their members to petition a competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, hour, place and agenda of any General Meeting will be published as provided under Condition 15.

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

(e) Powers of the General Meetings

The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative and the alternate Representative 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 at law as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase the liabilities (*charges*) of Noteholders, nor establish any

* At the date of this Base Prospectus the *statuts* of the Issuer do not contemplate the right for a Noteholder to participate in a General Meeting by videoconference or any other means of telecommunication allowing the identification of the participating Noteholders.

unequal treatment between the Noteholders, nor decide to convert the Notes into shares and that no amendment to the status of Subordinated Notes the proceeds of which constitute Tier 2 Capital may be approved until the consent of the *Secrétariat Général de l'Autorité de Contrôle Prudentiel* has been obtained in relation to such amendment.

General Meetings may deliberate validly on first convocation only if Noteholders present or represented hold at least one fifth of the Notes then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a simple majority of votes cast by the Noteholders attending such General Meetings or represented thereat.

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

Decisions of General Meetings must be published in accordance with the provisions set forth in Condition 15.

(f) Information to Noteholders

Each Noteholder or Representative thereof will have the right, during the 15-day period preceding the holding of each General Meeting, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the General Meeting, all of which will be available for inspection by the relevant Noteholders at the registered office of the Issuer, at the specified offices of any of the Paying Agents during normal business hours and at any other place specified in the notice of the General Meeting.

(g) Expenses

The Issuer will only pay all reasonable expenses relating to the operation of the *Masse*, including expenses relating to the calling and holding of General Meetings, expenses of the Representative of the *Masse* in the performance of its duties and, more generally, all administrative expenses resolved upon by the General Meeting, it being expressly stipulated that no expenses may be imputed against interest payable under the Notes.

(h) Single *Masse*

The holders of Notes of the same Series, and the holders of Notes of any other Series which have been assimilated with the Notes of such first mentioned Series in accordance with Condition 14, shall, for the defence of their respective common interests, be grouped in a single *Masse*. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single *Masse* of all such Series.

For the avoidance of doubt, in this Condition 11, the term “outstanding” (as defined in the Agency Agreement) shall not include those Notes purchased by the Issuer pursuant to Article L.213-1 A of the French *Code monétaire et financier* that are held by the Issuer and not cancelled.

12 Modifications

These Conditions may be amended, modified, varied or completed in relation to any Series of Notes by the terms of the relevant Final Terms in relation to such Series and/or in a supplement to this Base Prospectus.

The Agency Agreement will be capable of amendment or waiver by the parties thereto, without the consent of Noteholders, Receiptholders or Couponholders, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained therein or in any manner which the parties to the Agency Agreement mutually deem necessary or desirable and which does not, in the reasonable opinion of such parties, adversely affect the interests of the Noteholders, Receiptholders or Couponholders.

13 Replacement of definitive Notes, Receipts, Coupons and Talons

If, in the case of any Materialised Bearer Notes, a Definitive Materialised Bearer Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and regulations of the Regulated Market on which the Notes are admitted to trading, at the specified office of the Fiscal Agent or such other Paying Agent as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Definitive Materialised Bearer Note, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Definitive Materialised Bearer Notes, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Materialised Bearer Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

14 Further Issues and Consolidation

- (a) **Further Issues:** Unless otherwise specified in the relevant Final Terms, the Issuer may from time to time without the consent of the Noteholders, Receiptholders or Couponholders create and issue further notes to be assimilated (*assimilées*) with the Notes provided such Notes and the further notes carry rights identical in all respects (or in all respects save for the principal amount thereof and the first payment of interest in the relevant Final Terms) and that the terms of such further notes provide for such assimilation and references in these Conditions to “Notes” shall be construed accordingly.
- (b) **Consolidation:** The Issuer may from time to time on any Interest Payment Date occurring on or after the Redenomination Date on giving not less than 30 days’ prior notice to the Noteholders in accordance with Condition 15, without the consent of the Noteholders, Receiptholders or Couponholders, consolidate the Notes of one Series with the Notes of one or more other Series issued by it, whether or not originally issued in one of the European national currencies or in Euro, provided such other Notes have been redenominated in Euro (if not originally denominated in Euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Notes.

15 Notices

- (a) Notices to the holders of Dematerialised Notes in registered form (*au nominatif*) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing, or (ii) at the option of the Issuer, they are published (a) so long as such Notes are admitted to trading on Euronext Paris, in a leading daily newspaper of general circulation in France (which is expected to be *La Tribune*) or (b) in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or (c) they are published following Articles 221-3

and 221-4 of the General Regulations (*Règlement Général*) of the French *Autorité des marchés financiers* (the “AMF”) and so long as such Notes are admitted to trading on any Regulated Market, in a leading daily newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Notes are admitted to trading, if the rules applicable to such Regulated Market(s) so require.

- (b) Notices to the holders of Materialised Bearer Notes and Dematerialised Notes in bearer form (*au porteur*) shall be valid if, at the option of the Issuer, they are published (i) so long as such Notes are admitted to trading on Euronext Paris, in a leading daily newspaper of general circulation in France (which is expected to be *La Tribune*), or (ii) in a daily leading newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or (iii) they are published following Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the AMF and so long as such Notes are admitted to trading on any Regulated Market, in a leading daily newspaper with general circulation in the city/ies where the Regulated Market(s), on which such Notes is/are admitted to trading is located, if the rules applicable to such Regulated Market(s) so require.
- (c) If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Materialised Bearer Notes in accordance with this Condition.
- (d) Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream, Luxembourg and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication as required by Conditions 15 (a), (b), (c), above; except that notices will be published (i) (a) so long as such Notes are admitted to trading on Euronext Paris, in a leading daily newspaper of general circulation in France (which is expected to be *La Tribune*), or (b) following Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the AMF or (c) so long as such Notes are admitted to trading on any Regulated Market(s) and the rules applicable to such Regulated Market(s) so require, notices shall also be published in a leading daily newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Notes is/are admitted to trading are/is situated which, and (ii) notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 11 shall also be published (a) so long as such Notes are admitted to trading on Euronext Paris and the rules of such Regulated Market so permit, on the website of the AMF, or (b) in a leading newspaper of general circulation in Europe.

16 Governing Law and Jurisdiction

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

TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALIZED BEARER NOTES

Temporary Global Certificates

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

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

Exchange

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

- (i) if the relevant Final Terms indicates that such Temporary Global Certificate is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see “**Summary of the Programme - Selling Restrictions**”), in whole, but not in part, for the Definitive Materialised Bearer Notes and
- (ii) otherwise, in whole but not in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for Definitive Materialised Bearer Notes.

Delivery of Definitive Materialised Bearer Notes

On or after its Exchange Date, the holder of a Temporary Global Certificate may surrender such Temporary Global Certificate to or to the order of the Fiscal Agent. In exchange for any Temporary Global Certificate, the Issuer will deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Materialised Bearer Notes. In this Base Prospectus, Definitive Materialised Bearer Notes means, in relation to any Temporary Global Certificate, the Definitive Materialised Bearer Notes for which such Temporary Global Certificate may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Temporary Global Certificate and a Talon). Definitive Materialised Bearer Notes will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Agency Agreement.

Exchange Date

“**Exchange Date**” means, in relation to a Temporary Global Certificate, the day falling after the expiry of 40 days after its issue date, provided that, in the event any further Materialised Notes are issued prior to

such day pursuant to Condition 14(a), the Exchange Date may, at the option of the Issuer, be postponed to the day falling after the expiry of 40 days after the issue of such further Materialised Notes.

USE OF PROCEEDS

The net proceeds of the issue of the Unsubordinated Notes will be used for the Issuer's general corporate purposes unless otherwise specified in the relevant Final Terms. The net proceeds from the issue of Subordinated Notes under the Programme will be used by the Issuer in accordance with the provisions of the relevant Final Terms.

INFORMATION ABOUT THE ISSUER

General Presentation of the Issuer

Issuer name: The Issuer's corporate and trade name is BPCE.

Registration number: 493 455 042 with the Paris Trade and Companies Registry. The Issuer was registered on 22 January 2007.

Date of incorporation and term of the Issuer

The term of the Issuer is set at 99 years and it shall consequently expire on 21 January 2106 except in the event of earlier dissolution or extension.

Legal form of the Issuer

The Issuer is a limited liability company (*société anonyme*) governed by a Management Board (*Directoire*) and a Supervisory Board (*Conseil de Surveillance*). The Issuer was granted approval as a bank by the Committee of credit institutions and investment companies (*Comité des établissements de crédit et des entreprises d'investissement*) of the *Banque de France* now the Prudential control authority (*Autorité de contrôle prudentiel*) on 23 June 2009.

The Issuer is governed by the laws of France.

Registered office and head office for business purposes: 50 avenue Pierre-Mendès-France – 75201 Paris Cedex 13 – France

Telephone: 33 (0)1 58 40 41 42

Internet: www.bpce.fr

BPCE: Management and supervisory boards and executive management

BPCE has a two-tier governance structure, with a supervisory board with 18 members that are elected by the voting shareholders, and a management board that is appointed by the supervisory board. BPCE's Supervisory Board members took office on 31 July 2009, for a term of six years. The members of the Management Board were appointed by the Supervisory Board on a motion by the Chairman of the Management Board at its meeting of 31 July 2009, for a term of four years.

Under a protocol signed by BPCE's predecessors (BFBP and CNCE) and the French State on 24 June 2009, the French State nominated four members of the supervisory board (two of whom must be independent). Following the redemption of more than half of all preferred shares, the two members of the supervisory board representing the French State resigned and were replaced by two outside directors on 16 December 2010. The remaining members were nominated by the regional banks, with equal numbers nominated by the banks in each network.

Statutory Auditors and Alternate Statutory Auditors

Statutory Auditors	Representatives	Alternate Statutory Auditors
Mazars (appointed when the Issuer was created and represented by Charles De Boisriou and Jean Latorzeff) 61, rue Henri Regnault 92400 Courbevoie	Mr Charles De Boisriou and Mr Jean Latorzeff	Anne Veaute, residing at 61, rue Henri Regnault, 92075 Paris La Défense Cedex, for a period of six fiscal years
KPMG Audit, a department of KPMG S.A. (appointed on 2 July 2009 and represented by Mrs Marie-Christine Jolys and Mr Fabrice Odent) 1, Cours Valmy 92923 Paris La Défense Cedex	Ms Marie-Christine Jolys and Mr Fabrice Odent	Isabelle Goalec, residing at 1, Cours Valmy, 92923 Paris La Défense Cedex, for a period of six fiscal years
PricewaterhouseCoopers Audit (appointed on 2 July 2009 and represented by Mrs Anik Chaumartin) 63, rue de Villiers 92208 Neuilly-sur-Seine Cedex	Ms Anik Chaumartin	Étienne Boris, residing at 63, rue de Villiers, 92208 Neuilly-sur-Seine Cedex, for a period of six fiscal years

Publicly accessible documents

The documents relating to the BPCE (by-laws and historical financial information for each of the two fiscal years prior to the publication of this Base Prospectus) are partly included in the BPCE 2009 Registration Document and BPCE 2010 Registration Document and may be consulted at its registered office.

The BPCE 2010 Registration Document (French version) filed with the AMF under registration number N°R.11-012 and dated 12 April 2011 is available on the website of the AMF (www.amf-france.org) and on the website of BPCE (www.bpce.fr).

Share capital and major shareholders

As at 30 September 2011 the share capital is equal to €467,226,960 divided into 31,148,464 fully paid-up shares with a par value of €15 each, broken down into two classes, "A" and "B" :

- 15,574,232 class "A" shares ("**A Shares**") represent the Issuer's ordinary voting shares of common stock held by the Caisses d'Épargne (the "**A Shareholders**");

- 15,574,232 class B" shares ("**B Shares**") represent the Issuer's ordinary voting shares of common stock held by the Banques Populaires (the "**B Shareholders**");

The shares are in nominative form. They are registered in a register and shareholders' accounts held by the Issuer or by an authorised intermediary.

The Issuer has issued no bonds that may be converted, exchanged or redeemed in the form of securities giving access to share capital, warrants or other securities. There are no shares granting multiple voting rights.

The 17 Caisses d'Epargne and the 19 Banques Populaires hold the share capital and the voting rights of BPCE equally for a period of 5 years. At the end of this period, this repartition may change in accordance with the economic weight of these 37 shareholders. The voting rights are divided among the shareholders holding the ordinary shares (the A Shares and the B Shares) on a prorata basis.

Statutory Mission of the Issuer

The mission of the Issuer is defined in article 1 of the French law n°2009-715 dated 18 June 2009 (the “**BPCE Law**”).

The mission of the Issuer is to facilitate and promote the business activities and the development of the mutual banking group composed by the network of Caisses d'Epargne et de Prévoyance and the network of the Banques Populaires, the affiliated entities and, more generally, the other entities which are controlled by the Issuer.

As part of its role as central body (*organe central*), BPCE acts as the central bank for the Affiliated Group and the network banks. Its role includes making loans and advances to, and taking deposits of excess cash balances of, these entities. BPCE is responsible for raising financing in the interbank and bond markets, and thus effectively ensures the asset and liability management role for the group. As an exception, certain affiliates that had autonomous financing and asset-liability functions (primarily Natixis and Crédit Foncier de France) continue to manage certain of these matters, subject to the internal control and risk management policies and procedures in place for the group.

In accordance with the BPCE Law, the “**Affiliated Group**” may include any French credit institution in which BPCE or one or more of the Caisses d'Epargne or the Banques Populaires hold exclusive or joint control. The entities in the Affiliated Group include BPCE, Natixis, and the affiliates of the Groupe BPCE that are French credit institutions.

Corporate Purpose of the Issuer

Pursuant to its by-laws, the corporate purpose of the Issuer is:

1° – To be the central body (*organe central*) of the network of the Caisses d'Epargne and the network of the Banques Populaires and of the other affiliated entities, within the meaning of the French Monetary and Financial Code. On this basis, and in accordance with the provisions of articles L.511-31 *et seq.* of the French Monetary and Financial Code and the BPCE Law, BPCE's role includes the following:

- determining the policies and the strategic orientations of the Affiliated Group (as defined below), as well as the two retail networks;
- coordinating the commercial policies of the networks and taking any measures necessary for the development of the Affiliated Group;
- representing the Affiliated Group and each of the networks in banking associations and negotiating national or international agreements on their behalf;
- taking all steps required in order to ensure the liquidity of the Affiliated Group and the networks, including determining policies for liquidity and treasury management, financing, securitization and financial relations with other credit institutions (it is pursuant to this provision that BPCE will act as central bank of the group, as discussed in more detail below);

- taking all steps required to ensure the solvency of the Affiliated Group and the networks, by implementing appropriate financial solidarity mechanisms and by setting up a common guarantee fund for both networks (see “The Financial Solidarity Mechanism”);
- determining internal control policies and risk management policies (including risk limits) for the Affiliated Group and the networks, and ensuring the effective supervision of compliance with these policies; and
- confirming the appointment of key policy-making executives of the affiliated institutions.

2° – To be a credit institution, officially approved as a bank. In this respect, it conducts, both in France and abroad, all banking activities referred to by the French Monetary and Financial Code and provides the investment services referred to in articles L.321-1 and L.321-2 of the French Monetary and Financial Code.

3° – To act as an insurance intermediary, in accordance with the regulations in force.

4° – To act as an intermediary in real estate transactions, in accordance with the regulations in force.

5° - To acquire and hold investments, both in France and abroad, in companies contributing to the purposes defined above or to the development of the Groupe BPCE and, more generally, to conduct all operations of any nature related directly or indirectly to these purposes and liable to facilitate their development or achievement.

The Financial Solidarity Mechanism

In accordance with the BPCE Law, BPCE established a financial solidarity mechanism to ensure the liquidity and solvency of the Caisses d’Epargne and Banques Populaires networks and of all entities in the Affiliated Group. The solidarity mechanism is a specific regime applicable to mutual banking groups, pursuant to which BPCE and each of the retail network banks is required to support the others (as well as each member of the Affiliated Group, in the case of BPCE) in case of temporary cash shortage (liquidity guarantee) or in order to prevent and/or cope with severe financial failings (solvency guarantee). Each retail network bank thus effectively acts as a guarantor of the obligations of BPCE and of the other retail network banks, and BPCE effectively acts as guarantor of the obligations of the retail network banks and the other entities in the Affiliated Group. The solidarity mechanism is internal to the group and does not constitute a guarantee that is enforceable by third parties, although French banking regulators may require the mechanism to be used if needed.

In order to support the financial solidarity mechanism, the retail network banks established a guarantee fund that BPCE may use for purposes of providing financial support to network members and entities in the Affiliated Group. The guarantee fund had €1.122 billion in total assets as of 14 september 2011, with an equal amount coming from each network. The retail network banks will make additional contributions to the guarantee fund (in amounts equal to a percentage of their net income), so that the guarantee fund will grow over time unless it is used for purposes of providing support. The guarantee fund is available only for internal support, and third parties will not have access to the guarantee fund for purposes of satisfying liabilities of network members or entities in the Affiliated Group.

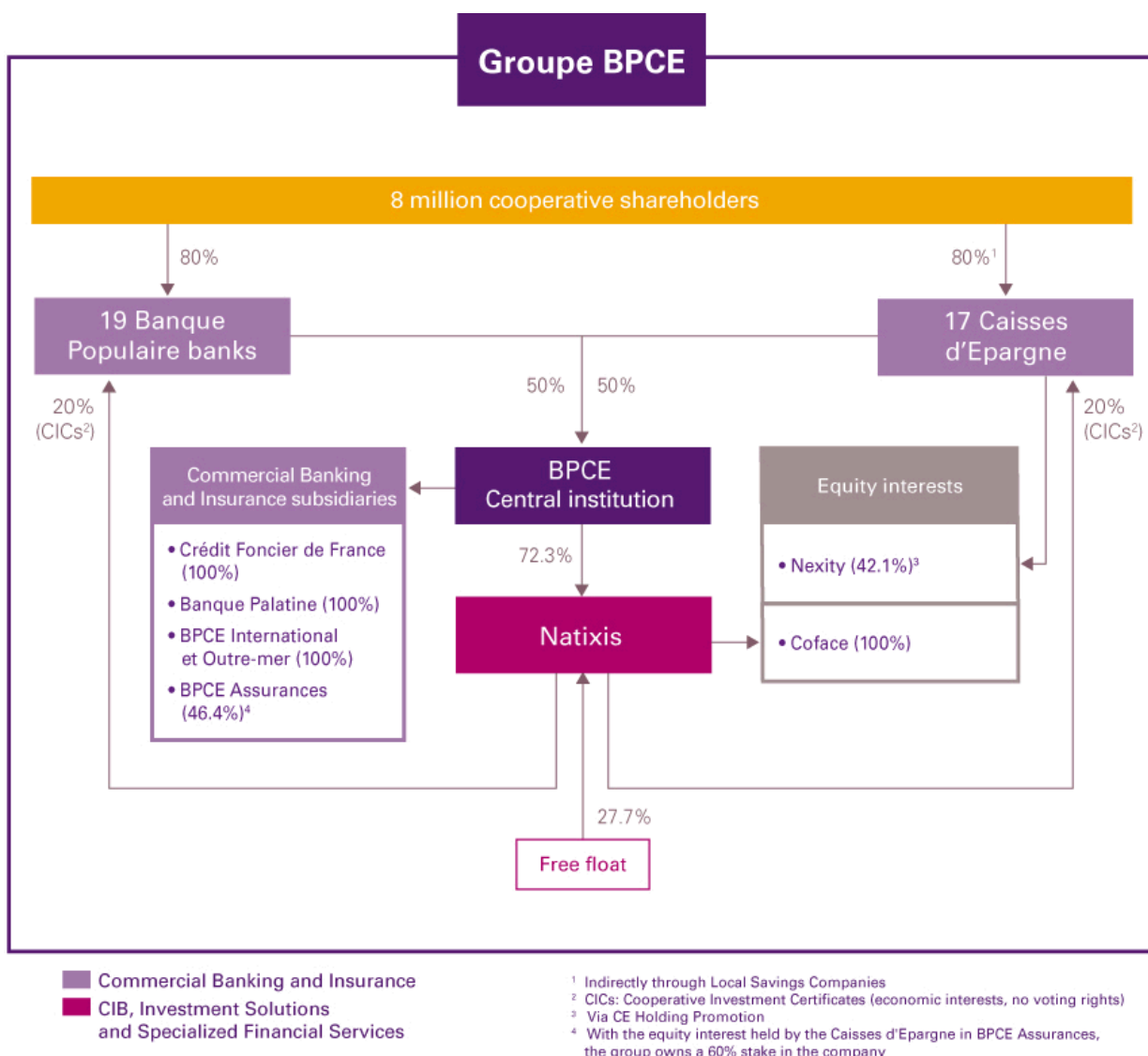
The Groupe BPCE structure

The Groupe BPCE is a mutual banking group. All of the voting shares of BPCE are owned by the regional Banques Populaires and Caisses d’Epargne banks (50% for each network), which are in turn owned directly or indirectly by approximately 8 million cooperative shareholders, who are primarily customers. BPCE owns interests in subsidiaries and affiliates such as Natixis (72.3%) and Crédit Foncier

de France (100%). It does not hold any direct financial interest in the regional banks, although it holds an indirect interest through Natixis, which holds 20% non-voting equity interests in each of the regional banks.

As the central body (*organe central*) of the Groupe BPCE, BPCE's role (defined by the BPCE Law) is to coordinate policies and exercise certain supervisory functions with respect to the regional banks and other affiliated French banking entities, and to ensure the liquidity and solvency of the entire group. BPCE has established a financial solidarity mechanism, supported by a dedicated guarantee fund which stood at €1.122 billion as of 14 september 2011, under which each network bank and each affiliated French credit institution in the Groupe BPCE (including BPCE) benefits from an undertaking from all of the network banks and BPCE to provide financial support as needed. As a result, BPCE's credit is effectively supported by the financial strength of the entire group.

The Groupe BPCE's structure as of the date of this Base Prospectus is illustrated in the following chart:



In this Base Prospectus, reference is made both to the "Groupe BPCE" and the "Groupe BPCE SA." The Groupe BPCE includes BPCE, its consolidated subsidiaries and associates, as well as the regional network banks. The Groupe BPCE SA includes only BPCE and its consolidated subsidiaries and

associates, but not the regional banks (except for the 20% non-voting interests held by Natixis via non-voting cooperative investment certificates (*certificats coopératifs d'investissement*), accounted for by the equity method).

Principal Business and Markets

The Groupe BPCE has two core business lines: commercial banking and insurance (primarily the Banques Populaires and Caisses d'Épargne retail banking networks, as well as real estate financing through Credit Foncier de France, insurance, international banking and certain other banking activities), and Corporate and Investment Banking, Investment Solutions and Specialized Financial Services (conducted through the Natixis group).

In addition to the core business lines, the Groupe BPCE has equity investments in a leading French real estate services company (Nexity), and Coface, a world leader in receivables management. Natixis also has a segregated Workout Portfolio Management segment that includes activities affected by the financial crisis, managed in run-off mode. The remainder of the Groupe BPCE's business consists of corporate center activities (including BPCE's activities as central body (*organe central*) of the Groupe BPCE).

The Core Business Lines

Commercial Banking and Insurance

The commercial banking and insurance business line includes the activities of the Banques Populaires and Caisses d'Épargne retail banking networks, activities relating to real estate financing (mainly through Crédit Foncier de France) and insurance, international banking and certain other banking activities.

Banques Populaires and Caisses d'Épargne networks

The Banques Populaires and Caisses d'Épargne networks are at the heart of the retail banking activity of the two groups. The Banques Populaires network comprises 19 Banques Populaires banks, as well as 60 mutual guarantee companies (whose sole corporate purpose is guaranteeing loans issued by Banques Populaires banks). The Caisses d'Épargne network is comprised of 17 Caisses d'Épargne et de Prévoyance and Local Savings Companies.

The two retail networks are highly complementary, with the Caisses d'Épargne network having a historically strong position in individual banking and regional development banking (public sector financing and public housing authorities), and the Banques Populaires network having a historically strong position with Small and Medium Enterprises (“SMEs”) and professionals and individual entrepreneurs. The customer bases of the two networks are also complementary, with Banques Populaires customers generally being younger and having higher incomes than those of the Caisses d'Épargne. In addition, Caisses d'Épargne branches are located largely in working class neighborhoods, while Banques Populaires branches are typically located in more upscale urban residential or suburban areas. Both individually and together, they represent a powerful force in the French retail banking market:

(i) The Banque Populaire banks

Created by and for entrepreneurs, the Banque Populaire banks are a group of banks operating closely with businesses. As France's 4th largest retail banking network, they include 17 regional Banque Populaire banks (following the merger of Banque Populaire du Sud-Ouest and Banque Populaire Centre Atlantique on 8 November 2011), the Crédit Coopératif (supporting social and solidarity-based economy), and CASDEN Banque Populaire (a bank for staff of the French Ministry of National Education, Research, and Culture). Under the BPCE Group's strategic plan, the Banque Populaire banks have established ambitious targets based on ongoing customer support and the acquisition of profitable market shares.

As cooperative banks, the Banques Populaires are 80%-owned by 3.8 million cooperative shareholders. The remaining 20% is owned by Natixis in the form of cooperative investment certificates (*certificats coopératifs d'investissement*). In order to represent and develop the interests of the Banque Populaire banks and their shareholders and to promote the regional and cooperative model of the Banque Populaire banks, the Fédération Nationale des Banques Populaires (FNBP) was created in 2009 under the initiative of Banque Populaire's executive management.

In 2010, the Banque Populaire banks continued to grow. Their net revenues totaled €6.2 billion, their gross operating income was €2.3 billion, and their net income attributable to equity holders of the parent share was €1.1 billion.

Key figures as of December 31, 2010

- 20 Banque Populaire banks (prior to the merger of Banque Populaire du Sud-Ouest and Banque Populaire Centre Atlantique on 8 November 2011)
- 3,301 branches
- 7.8 million customers
- 3.8 million cooperative shareholders
- €184 billion in customer savings
- €146 billion in customer loan outstandings

(ii) The Caisses d'Epargne

For nearly two centuries, the Caisses d'Epargne have combined confidence, solidarity and modernity. The second largest retail banking network in France, they are among the leading banks in their region. The Caisses d'Epargne serve individuals, private banking customers and professionals, managing their savings and providing financial support for their plans. Partners of the decision-makers of France's regions, they are the leaders in public-sector financing, public housing and the social economy. In 2010, the banks' net revenues totaled €6.8 billion, their gross operating income amounted to €2.3 billion and their net income attributable to equity holders of the parent amounted to €1.3 billion.

The 17 Caisses d'Epargne are regional cooperative banks. They are 80% owned by 4.3 million cooperative shareholders through local savings companies (LSC). Natixis owns the remaining 20% in the form of cooperative investment certificates (*certificats coopératifs d'investissement*).

The Fédération Nationale des Caisses d'Epargne (FNCE) is the body providing deliberation, communication and representation for the Caisses d'Epargne and their cooperative shareholders. The FNCE's mission includes guiding the relationships of the Caisses d'Epargne with their cooperative shareholders, training their elected representatives and directors at the local level, and determining and promoting the corporate social responsibility activities of the Caisses d'Epargne.

Key figures as of December 31, 2010

- 17 Caisses d'Epargne
- 4,242 branches
- 27 million customers
- 4.3 million cooperative shareholders
- €335 billion in customer savings

- €155 billion in customer loan outstandings

Real Estate Financing

The Groupe BPCE's real estate financing activity is conducted through Crédit Foncier de France. Crédit Foncier de France had net banking income of €994 million in 2010. Crédit Foncier is the leading French bank specialized in real-estate financing. It works with individual customers, as well as public and private operators. In 2010, Crédit Foncier originated nearly €17 billion in new loans and preserved its margins. Its Compagnie de Financement Foncier subsidiary is one of the leading private bond issuers worldwide. In 2010, it raised more than €17 billion.

Insurance, International Banking and Other Networks

Insurance. The Groupe BPCE is a major *bancassureur* in France. The insurance business is built around specialized subsidiaries and partnerships with insurers who have developed expertise in their fields. The group satisfies the day-to-day needs of network customers, offering a wide range of life, non-life, provident and payment-protection insurance.

Life insurance is a significant product for the financial savings business of the network banks. The Groupe BPCE provides life insurance to its customers from several companies in which it holds interests. The Groupe BPCE, together with La Banque Postale (the French national postal service), owns 35.5% of CNP Assurances, France's leading personal insurer. CNP Assurances designs and manages insurance distributed by the Caisses d'Épargne network. Natixis Assurances provides life insurance products for the Banques Populaires and independent financial advisors.

For non-life and provident insurance, the Groupe BPCE provides products through Natixis Assurances, in partnership with MAAF, and BPCE Assurances, in partnership with Macif and MAIF (MAAF, Macif and MAIF are major French insurance groups).

The Groupe BPCE also provides payment-protection insurance and guarantees through Natixis Assurances (working with CNP Assurances) and Compagnie Européenne de Garantie et Cautions, a Natixis subsidiary that is the second largest issuer of real estate guarantees in the French market.

International Banking. The international banking activities of the Groupe BPCE reflect the historical businesses of Groupe Banque Populaire and Groupe Caisse d'Épargne, which have had long-standing interests in banking groups in Central and Eastern Europe, Central Africa, the Mediterranean basin and the French overseas departments and territories. The international banking subsidiaries and affiliates of the Groupe BPCE are organized under a specialized affiliate, BPCE International & Outremer, which through subsidiaries conducts banking activities in a number of countries and territories, including Tunisia, Morocco, Luxembourg and the French overseas territories of Guadeloupe, Martinique and La Réunion.

Other Networks. In addition to the two principal retail banking networks, the Groupe BPCE is present in France through Banque Palatine (100%), which provides banking services tailored to managers of small businesses.

Corporate and Investment Banking, Investment Solutions and Specialized Financial Services (Natixis)

Natixis is listed on Euronext Paris (Compartment A). BPCE holds 72.3% of the share capital of Natixis (excluding treasury shares) and the remainder is held by the public. Natixis owns non-voting cooperative investment certificates (*certificats coopératifs d'investissement*) representing 20% interests in each of the regional banks in the Banques Populaires and Caisses d'Épargne networks.

Natixis has three core businesses, with its operations geared towards meeting the needs of its customers.

- Corporate and Investment Banking (CIB) is the Groupe BPCE's corporate bank. Natixis has in particular focused on developing its capital markets and structured finance operations, working with major corporations and institutional investors.
- The Investment Solutions division includes asset management, insurance, private banking and private equity. Natixis offers products and solutions tailored to the needs of different customers: institutional, corporate, wealth management and customers of Groupe BPCE's banking networks.
- Specialized Financial Services contribute to the development of the retail-banking business, with activities conducted on a large scale, including: factoring, sureties and guarantees, leasing, consumer credit, financing for the cinema and audiovisual sectors, employee-benefits planning, securities and payments.

Natixis's performance improved during the 2010 financial year and it showed a strong improvement in its ability to generate profit, with net income (group share) totalling €1.732 billion. Revenue was driven by the performance of its three core businesses: Corporate and Investment Banking, Investment Solutions and Specialized Financial Services.

Income generated during the 2010 financial year allowed Natixis to offer a dividend of €0.23 per share (that is, 50% of net income (group share), after recognizing net interest expense relating to DSS), with the option of share-based payment, at the General Shareholders' Meeting, convened on May 26, 2011.

The implementation of the New Deal strategic plan, announced in August 2009 following a detailed strategic review of Natixis's businesses in the second quarter of 2009, was extended into 2010. The plan was based around the three core businesses of Natixis, adapted to the bank's new risk profile and was resolutely customer-focused: (i) the corporate and investment bank of Groupe BPCE, (ii) investment solutions, including asset management, a business with a global outlook, and integrating insurance and private banking; and (iii) specialised financial services, offering its expertise services to BPCE networks.

The restructuring of the Corporate and Investment Banking business continued in order to consistently exploit cross-selling opportunities and enhance sales performance thanks to an improved customer monitoring (coverage) structure.

The equities teams were reorganized into a single Equities business, notably through the incorporation of the Natixis Securities subsidiary into Natixis S.A.

Finally, a fully integrated debt platform (Europe, Asia and the United States) was created, injecting momentum into asset turnover.

Investment Solutions strengthened the synergies between its French networks and its three business lines, Global Asset Management, Insurance and Private Banking.

Natixis rolled out its "multi-boutique" model in Europe:

- a new London-based asset management company, H2O Asset Management, was created;
- Natixis Global Asset Management (NGAM) acquired a majority stake in OSSIAM, a start-up specializing in strategic Exchange-Traded Funds (ETF);
- Natixis strengthened its international business by introducing new strategies focused on the United States, Asia and India. Infrastructure Development Finance Company (IDFC) and Natixis Global Asset Management (NGAM) have entered into a strategic partnership for the public markets asset management business.

The Natixis subsidiary, La Banque Privée 1818, and Rothschild & Cie Gestion decided to bring together their distribution platforms dedicated to Independent Wealth Management Advisors. This merger process was completed on 1 April 2011.

Natixis integrated its Private Equity business for third parties into the Investment Solutions division.

Natixis Lease integrated all of Groupe BPCE's leasing activities into the Specialized Financing division through the acquisition of 99.91% of the capital of Cicobail from Crédit Foncier de France, Banque Palatine and Eurosic.

A long-term partnership in the consumer finance sector was concluded between Groupe BPCE and BNP Paribas on 1 July 2010 via their respective specialized credit subsidiaries, Natixis Financement and BNP Paribas Personal Finance.

In Financial Services, work continued on creating a single platform for the Securities and Payments business lines. GCE Paiements was merged into the Payments business line in the Specialized Financial Services division on 1 September 2010.

Within Financial Investments, Coface, a Natixis subsidiary, cemented its recovery and entered a new growth phase, while Natixis's Private Equity proprietary operations in France were sold to AXA Private Equity. The following transactions succeeded in reducing Natixis's risk exposure or strengthening its financial structure:

- the transition to the Advanced Internal Ratings Based Approach (IRBA) for credit risk, reducing risk-weighted assets by €15.9 billion on 30 September 2010 (the implementation date);
- the active management of the Workout Portfolio positions (*GAPC – Gestion Active des Portefeuilles Cantonnés*) and a sharp reduction in the volatility of its earnings by disposing of the bulk of its portfolio of complex credit derivatives to a banking counterparty (resulting in a net reduction of €6.3 billion in risk-weighted assets in 2010) and a significant reduction in structured credit outstandings.

In addition, the improvement in Natixis's capital adequacy ratios allowed it to buy back €1.35 billion in Deeply Subordinated Notes held by BPCE in the last quarter of 2010.

The Groupe BPCE 2010-2013 Strategic Plan

In February 2010, BPCE announced a strategic plan for the period from 2010 to 2013, which bears the title "Together." The principal components of the strategic plan are the following:

- Focusing on the group's core business lines, banking and insurance, becoming the preferred banking institutions of the French and their companies.
- Taking full advantage of the creation of the new group following the July 2009 Combination Transactions, with 2013 cost synergy targets of €1 billion per year and 2013 revenue synergy targets (principally synergies between the two networks and Natixis) of €810 million per year.
- Simplification of the group's structure, including the elimination of holding companies that were created as part of the Combination Transactions.
- Setting ambitious targets for the group's employees focused on customer service, with a view to returning to a normal level of profitability (which was affected by the financial crisis of the recent years, including in the complex derivatives and structured credit businesses of Natixis, which are

now part of the Workout Portfolio Management run-off activity), and strengthening equity capital and to enhance capital adequacy.

The Groupe BPCE has made significant progress in pursuing the objectives of the strategic plan thus far in 2010, including the following:

- The two holding companies, BP Participations and CE Participations, merged on 5 August 2010, simplifying the group's organizational structure.
- The cost synergy initiatives were successfully pursued, with €564 million achieved through 30 June 2011, ahead of plan.
- The group also achieved significant revenue synergies between Natixis and the two networks, with €424 million of additional cumulated annualized net banking income generated by 30 June 2011.
- The group achieved a significant reduction in its risk profile through the disposal of assets in the Natixis Workout Portfolio Management segment
- The group refocused on its core business activities, with the sales of Foncia and Eurosic
- The group has fully reimbursed the French State in March 2011.

Certain of the foregoing information (as well as the related information concerning the Together strategic plan in the documents incorporated herein by reference) constitute forward-looking statements that are subject to significant uncertainty. See "Forward-Looking Statements" and "Risk Factors" for more information relating to these uncertainties.

Capital Adequacy Ratios

The estimated core Tier 1 and Tier 1 capital ratios of the Groupe BPCE as of 30 September 2011 (based on Basel II / CRD Standards) were 8.5% and 10.2%, respectively[†].

Outstanding debt

The aggregate outstanding amount of bonds of BPCE as at 30 September 2011 was €37.574 billion compared with €30.434 billion as at 31 December 2010. The aggregate outstanding amount of the subordinated debt of BPCE as at 30 September 2011 was €13.481 billion compared with €14.640 billion as at 31 December 2010.

Key Figures

The following summary historical consolidated information as of and for the years ended 31 December 2010 and 31 December 2009, have been derived from the consolidated financial statements of the Groupe BPCE and the Groupe BPCE SA as of and for the years ended 31 December 2010 and 31 December 2009, which were prepared in accordance with International Financial Reporting Standards ("IFRS") as adopted by the European Union and which are included in the BPCE 2010 and 2009 Registration Documents incorporated by reference herein.

The consolidated financial statements of Groupe BPCE and Groupe BPCE SA as of and for the year ended 31 December 2009 were prepared on the basis of merger accounting, based on the 1 January 2009 effective date of the Combination Transactions for accounting purposes. As a combination of mutual entities, the provisions of IFRS 3 do not apply to the Combination Transactions. As a result, the

[†] Estimate excluding floor.

Combination Transactions were recorded on the basis of the historical book value of the assets and liabilities of the two groups.

The following summary unaudited consolidated financial information as of and for the six months ended 30 June 2011, and the summary unaudited consolidated financial information as of and for the six months ended 30 June 2010, have been derived from the unaudited consolidated financial statements of the Groupe BPCE and the Groupe BPCE SA, which were prepared in accordance with IAS 34, the standard of the IFRS as adopted by the EU applicable to interim financial statements, respectively, as of and for the six months ended 30 June 2011, which are included in the BPCE 2010 Second Update, incorporated by reference herein.

The following summary unaudited consolidated financial information as of and for the period ended 30 September 2011, and the summary unaudited consolidated financial information as of and for the period ended 30 September 2010 have been derived from the unaudited consolidated financial statements of the Groupe BPCE, which were prepared in accordance with IAS 34, the standard of the IFRS as adopted by the EU applicable to interim financial statements, respectively, as of and for the period ended 30 September 2011, which are included in the BPCE 2010 Third Update, incorporated by reference herein

Groupe BPCE SA

Summary Consolidated Historical and Unaudited Balance Sheet Data for the Groupe BPCE SA

<i>in millions of euros</i>	As of 31 December 2009	As of 31 December 2010	As of 30 June 2011 (unaudited)
Financial assets at fair value through profit or loss.....	180,928	161,612	160,879
Available-for-sale financial assets.....	39,637	41,374	43,701
Loans and receivables due from banks	191,197	183,307	175,443
Loans and receivables due from customers.....	118,658	260,415	244,318
Held-to-maturity financial assets	5,485	6,151	5,795
Other assets	67,943	88,558	96,663
Total Assets	603,848	741,417	726,799
Financial liabilities at fair value through profit or loss	180,632	160,865	155,526
Amounts due to banks.....	151,196	153,565	141,211
Amounts due to customers.....	56,080	77,446	80,950
Debt securities.....	108,278	223,014	226,128
Technical reserves of insurance companies.....	37,114	40,502	41,728
Provisions.....	1,803	1,993	1,985
Other liabilities	25,727	38,751	36,948
Subordinated debt	14,548	14,212	13,282
Minority interests	5,303	5,923	5,881
Shareholders' equity (Group share)	23,167	25,146	23,160
Total Liabilities and Shareholders' Equity	603,848	741,417	726,799

Summary Consolidated Historical and Unaudited Income Statement Data for the Groupe BPCE SA

<i>in millions of euros</i>	Year ended 31 December 2009	Year ended 31 December 2010	Six month period ended 30 June	
			2010	2011
			(unaudited)	
Net banking income	6,501	9,267	3,982	4,804
Gross operating income	819	2,359	1,296	1,364
Cost of risk	(2,788)	(526)	(239)	(450)
Operating income	(1,969)	1,833	1,057	914
Share of income from associates	572	685	334	424
Minority interests	494	(451)	(230)	(240)
Net income, group share	(69)	1,565	787	661

Groupe BPCE

Summary Consolidated Historical and Unaudited Balance Sheet Data for the Groupe BPCE

<i>in millions of euros</i>	As of 31 December 2009	As of 31 December 2010	As of 30 September 2011
			(unaudited)
Financial assets at fair value through profit or loss	194,713	167,523	221,364
Available-for-sale financial assets	65,853	68,057	88,724
Loans and receivables due from banks	146,448	140,546	136,182
Loans and receivables due from customers	517,440	562,565	566,867
Held-to-maturity financial assets	8,851	9,187	8,217
Other assets	95,497	100,564	105,112
Total Assets	1,028,802	1,048,442	1,126,466
Financial liabilities at fair value through profit or loss	183,067	160,450	218,421
Amounts due to banks	115,732	105,102	101,513
Amounts due to customers	367,717	393,992	397,791
Debt securities	204,410	222,890	236,397
Technical reserves of insurance companies	41,573	45,506	46,520
Provisions	5,285	4,791	4,698
Other liabilities	48,232	50,499	58,726
Subordinated debt	14,992	13,847	13,115
Minority interests	3,806	3,980	3,649
Shareholders' equity (Group share)	43,988	47,385	45,636
Total Liabilities and Shareholders' Equity	1,028,802	1,048,442	1,126,466

Summary Consolidated Historical and Unaudited Income Statement Data for the Groupe BPCE

<i>in millions of euros</i>	Year ended 31 December 2009	Year ended 31 December 2010	Nine month period ended 30 September	
			2010	2011
			(unaudited)	
Net banking income	21,227	23,359	17,407	17,518
Gross operating income	4,868	7,302	5,654	5,714
Cost of risk	(4,145)	(1,654)	(1,215)	(2,087)
Operating income	723	5,648	4,439	3,627
Minority interests	612	(393)	(263)	(268)
Net income, group share	537	3,640	2,782	2,278

TAXATION

EU TAXATION

The following is a summary limited to certain tax considerations applicable under the laws of the European Union relating to the Notes that may be issued under the Programme. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in, or ownership and disposal of, the Notes.

On 3 June 2003, the European Council of Economic and Finance Ministers adopted the Directive 2003/48/EC on the taxation of savings income (the “**Directive**”). Pursuant to the Directive and subject to a number of conditions being met, Member States are required, since 1 July 2005, to provide to the tax authorities of another Member State, *inter alia*, details of payments of interest within the meaning of the Directive (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 Directive, for the immediate benefit of individuals.

However, throughout a transitional period, certain Member States (the Grand-Duchy of Luxembourg and Austria), instead of using the Disclosure of Information Method used by other Member States, unless the relevant beneficial owner of such payment elects for the Disclosure of Information Method, withhold an amount on interest payments. The rate of such withholding tax is 35% until the end of the transitional period.

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

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

On 15 September 2008 the European Commission issued a report to the Council of the European Union on the operation of the Directive, which included the Commission's advice on the need for changes to the Directive. On 13 November 2008 the European Commission published a more detailed proposal for amendments to the Directive, which included a number of suggested changes. The European Parliament has adopted an amended version of this proposal on 24 April 2009. If any of those proposed changes are made in relation to the Directive, they may amend or broaden the scope of the requirements described above.

FRANCE

The descriptions below are intended as a basic summary of certain tax consequences in relation to the purchase, ownership and disposal of the Notes under French law. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in, or ownership and disposal of, the Notes.

Notes issued as from 1 March 2010

Payments of interest and other revenues made by the Issuer with respect to Notes issued under the Programme (other than Notes (described below) which are assimilated to (*assimilables* for the purpose of French law), and form a single series with, Notes issued prior to 1 March 2010 benefiting from the exemption from withholding tax of Article 131 *quater* of the French *Code général des impôts*) will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a “**Non-Cooperative State**”), in which case a 50% withholding tax will be applicable (subject to certain exceptions and to the more favourable provisions of any applicable double tax treaty) by virtue of Article 125 A III of the French *Code général des impôts*.

Furthermore, according to Article 238 A of the French *Code général des impôts*, interest and other revenues on such Notes may no longer be deductible from the Issuer's taxable income, as from the fiscal years starting on or after 1 January 2011, if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid in such a Non-Cooperative State. Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Articles 109 *et seq.* of the French *Code général des impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 *bis* 2 of the French *Code général des impôts*, at a rate of 25% or 50% (subject to the more favourable provisions of any applicable double tax treaty).

Notwithstanding the foregoing, neither the 50% withholding tax set out under Article 125 A III of the French *Code général des impôts* nor, to the extent the relevant interest or other revenues relate to genuine transactions and are not in an abnormal or exaggerated amount, the non-deductibility rules set out under Article 238 A of the French *Code général des impôts* will apply in respect of a particular issue of Notes if the Issuer can prove that the principal purpose and effect of such issue of Notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the “**Exception**”). Pursuant to the ruling (*rescrit*) of the French tax authorities no. 2010/11 (FP and FE) dated 22 February 2010, an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French Monetary and Financial Code or pursuant to an equivalent offer in a State other than a Non-Cooperative State. For this purpose, an “equivalent offer” means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or
- (ii) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or

(iii) admitted, at the time of their issue, to the clearing operations of a central depository or of a securities clearing and delivery and payments systems operator within the meaning of Article L.561-2 of the French Monetary and Financial Code, or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

Notes which are assimilated to (assimilables for the purpose of French law) Notes issued before 1 March 2010

Payments of interest and other revenues with respect to Notes which are assimilated to (*assimilables* for the purpose of French law), and form a single series with, Notes issued (or deemed to be issued) outside France as provided under Article 131 *quater* of the French *Code général des impôts*, before 1 March 2010, will continue to be exempt from the withholding tax set out under Article 125 A III of the French *Code général des impôts*.

In this respect, Notes issued before 1 March 2010, whether denominated in Euro or in any other currency, which constitute *obligations* under French law, or *titres de créances négociables* within the meaning of rulings (*rescrits*) no. 2007/59 (FP) and no. 2009/23 (FP) of the French tax authorities dated 8 January 2008 and 7 April 2009, respectively, or other debt securities issued under French or foreign law and considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France for the purpose of Article 131 *quater* of the French *Code général des impôts*, in accordance with Circular 5 I-11-98 of the French tax authorities dated 30 September 1998 and the aforementioned rulings (*rescrits*) no. 2007/59 (FP) and no. 2009/23 (FP).

In addition, interest and other revenues paid by the Issuer on Notes issued after 1 March 2010 and which are to be assimilated (*assimilées*) with Notes issued before 1 March 2010 will be subject neither to the non deductibility rules set out under Article 238 A of the French *Code général des impôts* nor to the withholding tax set out under Article 119 *bis* 2 of the French *Code général des impôts* solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

LUXEMBOURG - TAXATION

The following is a summary limited to certain tax considerations in Luxembourg relating to the Notes that may be issued under the Programme and specifically contains information on taxes on the income from the securities withheld at source. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in or ownership and disposition of the Notes.

Withholding tax

Under Luxembourg tax law currently in effect and with the possible exception of interest paid to individual Noteholders and to certain residual entities (as described below) there is no Luxembourg withholding tax on payments of interest, including accrued but unpaid interest. There is also no Luxembourg withholding tax, with the possible exception of payments made to individual Noteholders, and to certain residual entities (as described below) upon repayment of principal in case of reimbursement, redemption, repurchase or exchange of the Notes.

Individuals

Luxembourg non-residents

Under the Luxembourg laws dated 21 June 2005 implementing the Directive and several agreements concluded between Luxembourg and certain dependent or associated territories of the European Union

("EU"), a Luxembourg based paying agent (within the meaning of the Directive) is required since 1 July 2005 to withhold tax on interest and other similar income paid by it to (or under certain circumstances, to the benefit of) an individual resident in another Member State or in certain EU dependent or associated territories, unless the beneficiary of the interest payments elects for an exchange of information or for the tax certificate procedure. The same regime applies to payments of interest and other similar income made to certain so-called "residual entities" within the meaning of Article 4.2 of the Directive (*i.e.* an entity established in a Member State or in certain EU dependent or associated territories without legal personality (the Finnish and Swedish companies listed in Article 4.5 of the Directive are not considered as legal persons for this purpose), whose profits are not taxed under the general arrangements for the business taxation and that is not, or has not opted to be considered as, a UCITS recognised in accordance with Council Directive 85/611/EEC).

The withholding tax rate is 20 per cent. (as from 1 July 2008) increasing to 35 per cent. (as of 1 July 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 third countries.

Luxembourg residents

A 10 per cent. withholding tax is levied on interest payments made by Luxembourg paying agents (defined in the same way as in the Directive) to Luxembourg individual residents or to certain residual entities (as described below) that secure interest payments on behalf of such individuals (unless such entities have opted either to be treated as UCITS recognised in accordance with the Council Directive 85/611/EC or for the exchange of information regime).

Only interest accrued after 1 July 2005 falls within the scope of the withholding tax. Interest income from current and sight accounts (*comptes courants et à vue*) provided that the remuneration on these accounts is not higher than 0.75 per cent. are exempt from the withholding tax. Furthermore, interest which is accrued once a year on savings accounts (short and long term) and which does not exceed Euro 250 per person and per paying agent is exempt from the withholding tax.

This withholding tax represents the final tax liability for the Luxembourg individual resident taxpayers.

Corporations

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

SUBSCRIPTION AND SALE

Summary of Dealer Agreement

Subject to the terms and on the conditions contained in an amended and restated dealer agreement dated 17 November 2011 (the “**Dealer Agreement**”) between the Issuer and Natixis, the Notes will be offered on a continuous basis by the Issuer to Natixis. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for its expenses incurred in connection with the Programme and the Dealers for certain of their activities in connection with the Programme.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

Selling Restrictions

Public Offer Selling Restriction under the Prospectus Directive

In respect of Notes having a denomination of less than €[50,000/100,000][‡] (or its equivalent in any other currency as at the date of issue of the Notes):

In relation to each Member State of the European Economic Area which has implemented the Directive 2003/71/EC (the “**Prospectus Directive**”) (each, a “**Relevant Member State**”), each Dealer has represented, warranted and agreed and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”), it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (i) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “**Non-exempt Offer**”), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable

[‡] The amount of the denomination shall be €100,000, if the 2010 PD Amending Directive (as defined below) has been implemented in the relevant Member State.

and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer; (ii) at any time to legal entities which is a qualified investor as defined in the Prospectus Directive

(iii) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer ; or

(iv) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (ii) to (iv) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU.

France

Each Dealer has represented, warranted and agreed and each further Dealer appointed under the Programme will be required to represent, warrant and agree that:

(i) Offer to the public in France:

it has only made and will only make an offer of Notes to the public in France on or after the date of publication of the prospectus relating to those Notes approved by the *Autorité des marchés financiers* (“**AMF**”), all in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF, and ending at the latest on the date which is 12 months after the date of the approval of the Base Prospectus; or

(ii) Private placement in France:

it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*) acting for their own account, as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French *Code monétaire et financier*.

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain

transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

Materialised Bearer Notes having a maturity of more than one year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder.

Each Dealer has represented, warranted and agreed and each further Dealer appointed under the Programme will be required to represent, warrant and agree that, except as permitted by the Dealer Agreement, it will not offer, sell or, in the case of Notes in bearer form, deliver the Notes of any identifiable Tranche, (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of such Tranche as determined, and certified to the Issuer, by the Fiscal Agent, or in the case of Notes issued on a syndicated basis, the Lead Manager, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

United Kingdom

Each Dealer has represented, warranted and agreed and each further Dealer appointed under the Programme will be required to represent, warrant and agree that:

- in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the “FSMA”) by the Issuer;
- it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “**Financial Instruments and Exchange Act**”). Accordingly, each Dealer has represented and agreed that it has not, directly or indirectly, offered or sold and will not,

directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

General

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Base Prospectus.

Neither the Issuer nor any Dealer makes any representation that any action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has represented and agreed that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms and neither the Issuer nor any other Dealer shall have responsibility therefore.

Each of the Dealers and the Issuer has represented and agreed that Materialised Notes may only be issued outside France.

FORM OF FINAL TERMS 1

FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF NOTES WITH A DENOMINATION OF LESS THAN EURO [50,000/100,000][§] TO BE ADMITTED TO TRADING ON A REGULATED MARKET OR REGULATED MARKETS AND/OR OFFERED TO THE PUBLIC IN THE EUROPEAN ECONOMIC AREA

Final Terms dated [•]

[Logo, if document is printed]

BPCE

Euro 40,000,000,000
Euro Medium Term Note Programme
for the issue of Notes

SERIES NO: [•]

TRANCHE NO: [•]

[Brief description and Amount of Notes]

[Name(s) of Dealer(s)]

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Notes in any Member State of the European Economic Area (“EEA”) which has implemented the Prospectus Directive (2003/71/EC) (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer of the Notes may only do so:

(i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or

[§] This form of Final Terms is to be used for Notes with a denomination of less than €100,000, if the 2010 PD Amending Directive (as defined below) has been implemented in the relevant Member State.

(ii) in those Public Offer Jurisdictions mentioned in Paragraph 36 of Part A below, provided such person is one of the persons mentioned in Paragraph 36 of Part A below and that such offer is made during the Offer Period specified for such purpose therein.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances] [*Include this legend where a non-exempt offer of Notes is anticipated*].

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances] [*Include this legend where an exempt offer of Notes is anticipated*].

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the Base Prospectus dated [●] which received visa n°[●] from the *Autorité des marchés financiers* (the “AMF”) on [●] [and the Base Prospectus Supplement(s) dated [●]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”) as amended (which includes the amendments made by Directive 2010/73/EU (the “**2010 PD Amending Prospectus Directive**”) to the extent that such amendments have been implemented in a Member State of the European Economic Area).

This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the Base Prospectus Supplement(s)] [is] [are] available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the website of the AMF (www.amf-france.org) and copies may be obtained from BPCE, 50 avenue Pierre Mendès-France, 75013 Paris, France.

The following alternative language applies if the first tranche of an issue which is being increased was issued under [a Base Prospectus/an Offering Circular] with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the [Base Prospectus/Offering Circular] dated [original date] [and the Base Prospectus Supplement(s) dated [●]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”) as amended (which includes the amendments made by Directive 2010/73/EU (the “**2010 PD Amending**

Prospectus Directive”) to the extent that such amendments have been implemented in a Member State of the European Economic Area) and must be read in conjunction with the Base Prospectus dated [•] which received visa n°[•] from the *Autorité des marchés financiers* (the “**AMF**”) on [•] [and the Base Prospectus Supplement(s) dated [•], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the [Base Prospectus/Offering Circular] dated [original date] [and the Base Prospectus Supplement(s)] dated [•]] and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the [Base Prospectus/Offering Circular] dated [original date] and the Base Prospectus dated [current date] [and the Base Prospectus Supplement(s) dated [•]. The [Base Prospectus/Offering Circular] [and the Base Prospectus Supplement(s)] are available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the website of the AMF (www.amf-france.org) and copies may be obtained from BPCE, 50 avenue Pierre Mendès-France, 75013 Paris, France.

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs. Italics denote guidance for completing the Final Terms.]

[When adding any other final terms or information in these Final Terms consideration should be given as to whether such terms or information constitute a “significant new factor” and consequently triggers the need for a Base Prospectus Supplement under Article 16 of the Prospectus Directive.]

1. Issuer: BPCE

2. (i) Series Number: [•]
- (ii) [Tranche Number: [•]

- (If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).]*

3. Specified Currency or Currencies: [•]

4. Aggregate Nominal Amount of Notes admitted to trading:
 - (i) Series: [•]
 - (ii) Tranche: [•]

5. Issue Price: [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]

6. Specified Denomination(s): [•]¹ (one denomination only for Dematerialised Notes)

¹ Notes (including Notes denominated in sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the FSMA and having a maturity of less than one year from the date of issue must (a) have a minimum denomination of £100,000 (or its equivalent in other currencies) and be sold only to “professional investors” (or another applicable exemption from section 19 of the FSMA must be available) and (b) provide that no part of any such Note may be transferred unless the redemption value of that part is not less than £100,000 (or such equivalent amount).

7. (i) Issue Date: [•]
- (ii) Interest Commencement Date: [*Specify/Issue Date/Not applicable*]
8. Interest Basis: [•] per cent. Fixed Rate]
[[*specify reference rate*] +/- [•] per cent. Floating Rate]
[Zero Coupon]
[Index Linked Interest]
[Other (*specify*)]
(further particulars specified below)
9. Maturity Date: [*specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*]
10. Redemption/Payment Basis²: [Redemption at par]
[Index Linked Redemption]
[Dual Currency]
[Partly Paid]
[Instalment]
[Other (*specify*)]
11. Change of Interest or Redemption/Payment Basis: [*Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis*]
12. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]
13. (i) Status of the Notes: [[Dated/Undated] Subordinated/Deeply Subordinated/Unsubordinated Notes]

[*Specify details of any provision for Subordinated Notes in particular whether the proceeds of which constitute Tier 1 Capital, Tier 2 Capital, as the case may be, whether such Notes are dated or undated, whether ordinary or deeply, whether interest deferral provisions apply and whether any additional events of default should apply*]
- (ii) Dates of the corporate authorisations for issuance of Notes obtained: [decision of the *Directoire* of the Issuer dated [•] [and of [•] [function] dated [•]]³/[decision of [•] [function] dated [•]]⁴
14. Method of distribution: [Syndicated/Non-syndicated]

² If the Final Redemption Amount is not 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

³ Relevant for issues of Notes constituting *obligations* under French law.

⁴ Only relevant for issues of Notes not constituting *obligations* under French law.

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. Fixed Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
 - (ii) Interest Payment Date(s): [•] in each year [adjusted in accordance with *[specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"]*]/not adjusted]*(Note that this item relates to interest period end dates and not to the date and place of payment, to which item 25 relates)*
 - (iii) Fixed Coupon Amount[(s)]: [•] per [•] in Nominal Amount
 - (iv) Broken Amount(s): *[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)]]*
 - (v) Day Count Fraction (Condition 5(a)): [•] [30/360 / Actual/Actual (ICMA)/ISDA / other]
 - (vi) Determination Dates: [•] in each year *(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))*
 - (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/give details]
16. Floating Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Interest Period(s): [•]
 - (ii) Specified Interest Payment Dates: [•]
 - (iii) First Interest Payment Date: [•]
 - (iv) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other *(give details)*] *(Note that this items relates to interest period end dates and not to the date and place of payment, to which item 25 relates)*
 - (v) Interest Period Date: [•] *(not applicable unless different from Interest Payment Date)*

- (vi) Business Centre(s): [•]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/other (give details)]
- (viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [•]
- (ix) Screen Rate Determination (Condition 5(c)(iii)(B): [Applicable/Not Applicable]
- Reference Rate: [•]
- Interest Determination Date: [[•] [TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]]
- Relevant Screen Page Time: [*Specify relevant screen page or “Reference Banks”*]
- (x) FBF Determination [Applicable/Not Applicable]
- Floating Rate: [•]
- Floating Rate Determination Date (*Date de détermination du Taux Variable*): [•]
- FBF Definitions (if different from those set out in the Conditions): [•]
- (x) ISDA Determination: [Applicable/Not Applicable]
- Floating Rate Option: [•]
- Designated Maturity: [•]
- Reset Date: [•]
- [– ISDA Definitions : [2000 ISDA Definitions/2006 ISDA Definitions]]
- (xi) Margin(s): [+/-][•] per cent. per annum
- (xii) Minimum Rate of Interest: [•] per cent. per annum
- (xiii) Maximum Rate of Interest: [•] per cent. per annum
- (xiv) Day Count Fraction (Condition 5(a)): [•]
- (xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of

- calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [•]
17. Zero Coupon Note Provisions [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Amortisation Yield (Condition 6(e)(i)): [•] per cent. per annum
- (ii) Day Count Fraction (Condition 5(a)): [•]
- (iii) Any other formula/basis of determining amount payable: [•]
18. Index-Linked Interest Note/other variable-linked interest Note Provisions [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Index/Formula/other variable: [give or annex details]
- (ii) Calculation Agent responsible for calculating the interest due:
- [BNP Paribas Securities Services
(affiliated with Euroclear France under number 29106)
Les Grands Moulins de Pantin
9 rue du Débarcadère
93500 Pantin
France /[•]]
- (iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable: [•]
- (iv) Interest Period(s): [•]
- (v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [•]
- (Need to include a description of market disruption or settlement disruption events and adjustment provisions)*
- (vi) Interest or calculation period(s): [•]
- (vii) Specified Interest Payment Dates: [•]

- (viii) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)] (Note that this items relates to interest period end dates and not to the date and place of payment, to which item 25 relates)
- (ix) Business Centre(s): [•]
- (x) Minimum Rate of Interest: Not applicable/[•] per cent. per annum
- (xi) Maximum Rate of Interest: Not applicable/ [•] per cent. per annum
- (xii) Day Count Fraction (Condition 5(a)): [•]
19. Dual Currency Note Provisions⁵ [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate of Exchange/method of calculating Rate of Exchange: *[give details]*
- (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [BNP Paribas Securities Services (affiliated with Euroclear France under number 29106) Les Grands Moulins de Pantin 9 rue du Débarcadère 93500 Pantin France /[•]]
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: *[Need to include a description of market disruption or settlement disruption events and adjustment provisions.]*
- (iv) Day Count Fraction (Condition 5(a)):
- (v) Person at whose option Specified Currency(ies) is/are payable: [•]

PROVISIONS RELATING TO REDEMPTION

20. Call Option [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [•]

⁵ If the Final Redemption Amount is not 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [•] per Note of [•] Specified Denomination
 - (iii) If redeemable in part:
 - (a) Minimum Redemption Amount to be redeemed: [•]
 - (b) Maximum Redemption Amount to be redeemed: [•]
 - (iv) Notice period: [•]
21. Put Option [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [•]
 - (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [•] per Note of [•] Specified Denomination
 - (iii) Notice period: [•]
22. Final Redemption Amount of each Note⁶ [[•] per Note of [•] Specified Denomination /other/see Appendix]
- In cases where the Final Redemption Amount is Index-Linked or other variable-linked:
- (i) Index/Formula/variable: [give or annex details]
 - (ii) Calculation Agent responsible for calculating the Final Redemption Amount: [BNP Paribas Securities Services (affiliated with Euroclear France under number 29106) Les Grands Moulins de Pantin 9 rue du Débarcadère 93500 Pantin France /[•]]
 - (iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable: [•]
 - (iv) Determination Date(s): [•]

⁶ If the Final Redemption Amount is less than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

- (v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [•]
- (vi) Payment Date: [•]
- (vii) Minimum nominal amount to be redeemed: [•]
- (viii) Maximum nominal amount to be redeemed: [•]

23. Early Redemption Amount

- (i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons (Condition 6(f)), for illegality (Condition 6(j)) or on event of default (Condition 9) or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): [Not Applicable] / [•]
- (ii) Redemption for taxation reasons permitted on days others than Interest Payment Dates (Condition 6(f)): [Yes/No]
- (iii) Unmatured Coupons to become void upon early redemption (Materialised Bearer Notes only) (Condition 7(f)): [Yes/No/Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes: [Dematerialised Notes/Materialised Notes] (*Materialised Notes are only in bearer form*) [*Delete as appropriate*]
- (i) Form of Dematerialised Notes: [Not Applicable/if Applicable specify whether Bearer form (*au porteur*)/Registered form (*au nominatif*)]]
 - (ii) Registration Agent: [Not Applicable/if Applicable give name and details] (*Note that a Registration Agent must be appointed in relation to Registered Dematerialised Notes only*)
 - (iii) Temporary Global Certificate: [Not Applicable/if Applicable: Temporary Global Certificate exchangeable for Definitive Materialised Bearer Notes on [•] (the “Exchange Date”), being 40 days after the Issue Date subject to postponement as

- provided in the Temporary Global Certificate]
- (iv) Applicable TEFRA exemption: [C Rules/D Rules/Not Applicable]
(Only applicable to Materialised Notes).
25. Financial Centre(s) or other special provisions relating to Payment Dates: [Not Applicable/give details].
Note that this item relates to the date and place of payment, and not interest period end dates, to which items 15 (ii), 16(iv) and 18(ix) relates]
26. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No/Not Applicable. If yes, give details] *(Only applicable to the Materialised Notes).*
27. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay: [Not Applicable/give details]
28. Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: [Not Applicable/give details]
29. Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition 1(d)] [annexed to these Final Terms] apply]
30. Consolidation provisions: [Not Applicable/The provisions [in Condition 14(b)] [annexed to these Final Terms] apply]
31. *Masse*: [Applicable/Not Applicable/Condition 11 replaced by the full provisions of French *Code de commerce* relating to the *Masse*] *(Note that: (i) in respect of any Tranche of Notes issued outside France, Condition 11 may be waived, amended or supplemented, and (ii) in respect of any Tranche of Notes issued inside France, Condition 11 must be waived in its entirety and replaced by the provisions of French Code de commerce relating to the Masse. If Condition 11 (as it may be amended or supplemented) applies or if the full provisions of French Code de commerce apply, insert details of Representative and Alternative Representative and remuneration, if any).*
32. Other final terms: [Not Applicable/give details]
(When adding any other final terms consideration should be given as to whether such terms constitute a "significant new factor" and consequently triggers the need for a Base

DISTRIBUTION

33. (i) If syndicated, names of Managers: [Not Applicable/give names]
- (ii) Stabilising Manager(s) (if any): [Not Applicable/give name]
- [(iii) Date of Subscription Agreement:* [Not Applicable/[•]] (*applicable in respect of the requirements of Annex 12 of the Prospectus Directive Regulation only - delete this limb (iii) if not applicable*)]
34. If non-syndicated, name and address of Dealer: [Not Applicable/give names, and addresses and underwriting commitments]
- [Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.]*
[Indicate material features of agreements including quotas. If any portion of the issue is not underwritten, include a statement of that portion.]
35. Additional selling restrictions: [Not Applicable/give details]
36. Non-exempt offer: [Not Applicable] [An offer of the Notes may be made by the Managers [and [specify, if applicable]] other than pursuant to Article 3(2) of the Prospectus Directive in [specify relevant Member State(s) - which must be jurisdictions where the Prospectus and any supplements have been passported] (“**Public Offer Jurisdictions**”) during the period from [specify date] until [specify date] (“**Offer Period**”). See further Paragraph 3 of Part B below.
37. Commission and concession: [[•] per cent. of the Aggregate Nominal Amount of the Tranche]/[Not Applicable]

GENERAL

38. The aggregate principal amount of Notes issued has been translated into Euro at the rate of [•] producing a sum of: [Not Applicable/Euro[•]] (*Only applicable for Notes not denominated in Euro*)

* Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [admission to trading on [*specify relevant regulated market*] of the Notes described herein] pursuant to the Euro 40,000,000,000 Euro Medium Term Note Programme of BPCE.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [(*Relevant third party information*) has been extracted from (*specify source*). The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of BPCE:

Duly represented by:

PART B – OTHER INFORMATION

1. RISK FACTORS

[[Insert any risk factors that are material to the Notes being offered and/or admitted to trading in order to assess the market risk associated with these Notes and that may affect the Issuer's ability to fulfil its obligations under the Notes which are not covered under "Risk Factors" in the Base Prospectus. If any such additional risk factors need to be included consideration should be given as to whether they constitute a "significant new factor" and consequently triggers the need for a Base Prospectus Supplement under Article 16 of the Prospectus Directive.] [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]*]

2. LISTING AND ADMISSION TO TRADING

(i) Listing: [Euronext Paris/other (*specify*)/none]

(ii) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris/*specify other relevant regulated market*] with effect from [•].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris/*specify other relevant regulated market*]] with effect from [•].] [Not Applicable.]

(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)

(iii) Estimate of total expenses related to admission to trading: [•]

[(iv) Other regulated markets on which, to the knowledge of the Issuer, securities of the same class of the Notes are already admitted to trading:*

[•] (*applicable in respect of the requirements of Annex 12 of the Prospectus Directive Regulation only - delete this limb (iv) if not applicable*)]

3. [TERMS AND CONDITIONS OF THE OFFER

Offer Price: [Issue Price][*specify*]

* Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

Conditions to which the offer is subject:	[Not Applicable/ <i>give details</i>]
Description of the application process:	[Not Applicable/ <i>give details</i>]
Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable/ <i>give detail</i>]
Details of the minimum and/or maximum amount of application:	[Not Applicable/ <i>give details</i>]
Details of the method and time limits for paying up and delivering the Notes:	[Not Applicable/ <i>give details</i>]
Manner in and date on which results of the offer are to be made public:	[Not Applicable/ <i>give details</i>]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not Applicable/ <i>give details</i>]
Categories of potential investors to which the Notes are offered and whether tranche(s) have been reserved for certain countries:	[Not Applicable/ <i>give details</i>]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable/ <i>give details</i>]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable/ <i>give details</i>]
Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.	[None/ <i>give details</i>]

4. RATINGS

Ratings: [Not Applicable/if Applicable: The Notes to be issued have been rated:

[S & P: [•]]

[Moody's: [•]]

[Fitch: [•]]

[[Each of] [Insert credit rating agency/ies] [and [•]] is established in the European Union and has applied for registration under Regulation (EC) No 1060/2009, although the result of such applications has not been determined.]

[[Each of] [S&P] [Moody's] [Fitch] [and [•]] [is/are]

established in the European Union and registered under Regulation (EC) No 1060/2009.]

[[Each of [●], [●] and] [●] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009.]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

5. [NOTIFICATION]

The *Autorité des marchés financiers* in France [has been requested to provide/has provided - include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues] the [*include names of competent authorities of host Member States*] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.]

6. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

"So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."/[●]

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

[If any commissions or fees relating to the issue and sale of these Notes have been paid or are payable by the Dealer to an intermediary, then such intermediary may be obliged to fully disclose to its clients the existence, nature and amount of any such commissions or fees (including, if applicable, by way of discount) as required in accordance with laws and regulations applicable to such intermediary, including any legislation, regulation and/or rule implementing the Markets in Financial Instruments Directive (2004/39/EC) (“**MiFID**”), or as otherwise may apply in any non-EEA jurisdictions.

Potential investors in these Notes intending to purchase Notes through an intermediary (including by way of introducing broker) should request details of any such commission or fee payment from such intermediary before making any purchase hereof.]

7. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i)] Reasons for the offer:

[•]

[(See "Use of Proceeds" wording in Base Prospectus/set out other reasons for offer as the case may be] – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]

[(ii)] Estimated net proceeds:

[•]

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

[(iii)] Estimated total expenses:

[•] *[Include breakdown of expenses.]*

(Only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)

8. [Fixed Rate Notes only – YIELD

Indication of yield:

[•]

[The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

[(Only applicable for offer to the public in France) [yield gap of [•] per cent. in relation to tax free French government bonds (obligations assimilables au Trésor (OAT)) of an equivalent duration.].]

9. [Floating Rate Notes only - HISTORIC INTEREST RATES

Details of historic [LIBOR/EURIBOR/OTHER] rates can be obtained from [•].]

10. [Index-Linked or other variable-linked Notes only – PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING

Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. (Where the underlying is an index, need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information. Where the underlying is a security need to include the name of the issuer of the security and the International Securities Identification Number (ISIN) or equivalent identification number. Where the underlying is a basket of underlyings, need to include the relevant weightings of each underlying in the basket.)) Need to include a description of any market disruption or settlement disruption events that affect the underlying and any adjustment rules in relation to events concerning the underlying (if applicable).*

[(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a Base Prospectus Supplement under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

11. [Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE

*Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and any settlement disruption events that affect the underlying. Include details of rules with relation to events concerning the underlying.].]**

[(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

12. [Derivatives only – OTHER INFORMATION CONCERNING THE SECURITIES TO BE [OFFERED]/[ADMITTED TO TRADING]]

Name of the issuer of the underlying security: [•]

* Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

ISIN Code: [•]

Underlying interest rate: [•]

Relevant weightings of each underlying in the basket: [•]

Adjustment rules with relation to events concerning the underlying: [•]

Source of information relating to the [Index]/[Indices]: [•]

Place where information relating to the [Index]/[Indices] can be obtained: [•]

Name and address of entities which have a firm commitment to act as intermediaries in secondary trading: [•]

Details of any market disruption/settlement disruption events affecting the underlying: [•]

Exercise price/find reference price of underlying: [•]

Details of how the value of investment is affected by the value of the underlying instrument(s): [•]

Details of settlement procedure of derivative securities: [•]

Details of how any return on derivative securities takes place, payment or delivery date, and manner of calculation: [•]

13. OPERATIONAL INFORMATION

ISIN Code: [•]

Common Code: [•]

Depositories:

(i) Euroclear France to act as Central Depository: [Yes/No]

(ii) Common Depository for Euroclear and Clearstream Luxembourg: [Yes/No]

Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

Delivery: Delivery [against/free of] payment

Names and addresses of additional
Paying Agent(s) (if any): [•]

FORM OF FINAL TERMS 2

FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF NOTES WITH A DENOMINATION OF AT LEAST EURO [50,000/100,000]** TO BE ADMITTED TO TRADING ON A REGULATED MARKET OR REGULATED MARKETS

Final Terms dated [•]

[Logo, if document is printed]

BPCE

Euro 40,000,000,000
Euro Medium Term Note Programme
for the issue of Notes

SERIES NO: [•]

TRANCHE NO: [•]

[Brief description and Amount of Notes]

[Name(s) of Dealer(s)]

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “Conditions”) set forth in the Base Prospectus dated [•] which received visa n°[•] from the *Autorité des marchés financiers* (the “AMF”) on [•] [and the Base Prospectus Supplement(s) dated [•]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “Prospectus Directive”) as amended (which includes the amendments made by Directive 2010/73/EU (the “**2010 PD Amending Prospectus Directive**”) to the extent that such amendments have been implemented in a Member State of the European Economic Area).

** This form of Final Terms is to be used for Notes with a denomination of at least €100,000 if the 2010 PD Amending Directive (as defined below) has been implemented in the relevant Member State.

This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the Base Prospectus Supplement(s)] [is] [are] available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the website of the AMF (www.amf-france.org) and copies may be obtained from BPCE, 50 avenue Pierre Mendès-France, 75013 Paris, France.

The following alternative language applies if the first tranche of an issue which is being increased was issued under [a Base Prospectus/an Offering Circular] with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the [Base Prospectus/Offering Circular] dated [original date] [and the Base Prospectus Supplement(s) dated [•]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”) as amended (which includes the amendments made by Directive 2010/73/EU (the “**2010 PD Amending Prospectus Directive**”) to the extent that such amendments have been implemented in a Member State of the European Economic Area) and must be read in conjunction with the Base Prospectus dated [•] which received visa n°[•] from the *Autorité des marchés financiers* (the “**AMF**”) on [•] [and the Base Prospectus Supplement(s) dated [•], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the [Base Prospectus/Offering Circular] dated [original date] [and the Base Prospectus Supplement(s)] dated [•]] and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the [Base Prospectus/Offering Circular] dated [original date] and the Base Prospectus dated [current date] [and the Base Prospectus Supplement(s) dated [•]. The [Base Prospectus/Offering Circular] [and the Base Prospectus Supplement(s)] are available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the website of the AMF (www.amf-france.org) and copies may be obtained from BPCE, 50 avenue Pierre Mendès-France, 75013 Paris, France.

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs. Italics denote guidance for completing the Final Terms.]

[When adding any other final terms or information in these Final Terms consideration should be given as to whether such terms or information constitute a “significant new factor” and consequently triggers the need for a Base Prospectus Supplement under Article 16 of the Prospectus Directive.]

1. Issuer: BPCE
2. (i) Series Number: [•]
- (ii) [Tranche Number: [•]

(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible.)

3. Specified Currency or Currencies: [•]
4. Aggregate Nominal Amount of Notes admitted to trading:
- (i) Series: [•]
- (ii) Tranche: [•]
5. Issue Price: [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (*if applicable*)]
6. Specified Denomination(s): [•]¹ (*one denomination only for Dematerialised Notes*)
7. (i) Issue Date: [•]
- (ii) Interest Commencement Date: [*Specify/Issue Date/Not applicable*]
8. Interest Basis: [•] per cent. Fixed Rate]
[[*specify reference rate*] +/- [•] per cent. Floating Rate]
[Zero Coupon]
[Index Linked Interest]
[Other (*specify*)]
(further particulars specified below)
9. Maturity Date: [*specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*]
10. Redemption/Payment Basis²: [Redemption at par]
[Index Linked Redemption]
[Dual Currency]
[Partly Paid]
[Instalment]
[Other (*specify*)]
11. Change of Interest or Redemption/Payment Basis: [*Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis*]
12. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]

¹ Notes (including Notes denominated in sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the FSMA and having a maturity of less than one year from the date of issue must (a) have a minimum denomination of £100,000 (or its equivalent in other currencies) and be sold only to “professional investors” (or another applicable exemption from section 19 of the FSMA must be available) and (b) provide that no part of any such Note may be transferred unless the redemption value of that part is not less than £100,000 (or such equivalent amount).

² If the Final Redemption Amount is not 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

13. (i) Status of the Notes: [[Dated/Undated] Subordinated/Deeply Subordinated/Unsubordinated Notes]
- [Specify details of any provision for Subordinated Notes in particular whether the proceeds of which constitute Tier 1 Capital, Tier 2 Capital, as the case may be, whether such Notes are dated or undated, whether ordinary or deeply, whether interest deferral provisions apply and whether any additional events of default should apply]*
- (ii) Dates of the corporate authorisations for issuance of Notes obtained: [decision of the *Directoire* of the Issuer dated [•] [and of [•] [function] dated [•]]³/[decision of [•] [function] dated [•]]⁴

14. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. Fixed Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate(s) of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [•] in each year [adjusted in accordance with *specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"*]/not adjusted][*Note that this item relates to interest period end dates and not to the date and place of payment, to which item 25 relates*]
- (iii) Fixed Coupon Amount(s): [•] per [•] in Nominal Amount
- (iv) Broken Amount(s): [*Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s)*]
- (v) Day Count Fraction (Condition 5(a)): [•] [30/360 / Actual/Actual ([ICMA]/ISDA) / other]
- (vi) Determination Dates: [•] in each year (*insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual ([ICMA])*)
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/give details]

³ Relevant for issues of Notes constituting *obligations* under French law.

⁴ Only relevant for issues of Notes not constituting *obligations* under French law.

16. Floating Rate Note Provisions	[Applicable/Not Applicable]
	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Interest Period(s):	[•]
(ii) Specified Interest Payment Dates:	[•]
(iii) First Interest Payment Date:	[•]
(iv) Business Day Convention:	[Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other (give details)] <i>(Note that this items relates to interest period end dates and not to the date and place of payment, to which item 25 relates)</i>
(v) Interest Period Date:	[•] <i>(not applicable unless different from Interest Payment Date)</i>
(vi) Business Centre(s):	[•]
(vii) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination/other (give details)]
(viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):	[•]
(ix) Screen Rate Determination (Condition 5(c)(iii)(B):	[Applicable/Not Applicable]
– Reference Rate:	[•]
– Interest Determination Date:	[[•] <i>[TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]</i>]
– Relevant Screen Page Time:	<i>[Specify relevant screen page or “Reference Banks”]</i>
(x) FBF Determination	[Applicable/Not Applicable]
– Floating Rate:	[•]
– Floating Rate Determination Date <i>(Date de détermination du Taux Variable):</i>	[•]
FBF Definitions (if different from those set out in the Conditions):	[•]

(x)	ISDA Determination:	[Applicable/Not Applicable]
	– Floating Rate Option:	[•]
	– Designated Maturity:	[•]
	– Reset Date:	[•]
	[– ISDA Definitions :	[2000 ISDA Definitions/2006 ISDA Definitions]]
(xi)	Margin(s):	[+/-][•] per cent. per annum
(xii)	Minimum Rate of Interest:	[•] per cent. per annum
(xiii)	Maximum Rate of Interest:	[•] per cent. per annum
(xiv)	Day Count Fraction (Condition 5(a)):	[•]
(xv)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[•]
17.	Zero Coupon Note Provisions	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Amortisation Yield (Condition 6(e)(i)):	[•] per cent. per annum
(ii)	Day Count Fraction (Condition 5(a)):	[•]
(iii)	Any other formula/basis of determining amount payable:	[•]
18.	Index-Linked Interest Note/other variable-linked interest Note Provisions	[Applicable/Not Applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Index/Formula/other variable:	[give or annex details]
(ii)	Calculation Agent responsible for calculating the interest due:	[BNP Paribas Securities Services (affiliated with Euroclear France under number 29106) Les Grands Moulins de Pantin 9 rue du Débarcadère 93500 Pantin France /[•]]

- (iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable: [•]
- [•]
- (iv) Interest Period(s): [•]
- (v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [•]
(Need to include a description of market disruption or settlement disruption events and adjustment provisions)
- (vi) Interest or calculation period(s): [•]
- (vii) Specified Interest Payment Dates: [•]
- (viii) Business Day Convention: [Floating Rate Business Date Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)] (Note that this items relates to interest period end dates and not to the date and place of payment, to which item 25 relates)
- (ix) Business Centre(s): [•]
- (x) Minimum Rate of Interest: Not applicable/[•] per cent. per annum
- (xi) Maximum Rate of Interest: Not applicable/ [•] per cent. per annum
- (xii) Day Count Fraction (Condition 5(a)): [•]
19. Dual Currency Note Provisions⁵ [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]
- (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [BNP Paribas Securities Services (affiliated with Euroclear France under number 29106) Les Grands Moulins de Pantin 9 rue du Débarcadère 93500 Pantin]

⁵ If the Final Redemption Amount is not 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

France /[•]]

- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:

[Need to include a description of market disruption or settlement disruption events and adjustment provisions.]

- (iv) Day Count Fraction (Condition 5(a)):

- (v) Person at whose option Specified Currency(ies) is/are payable:

[•]

PROVISIONS RELATING TO REDEMPTION

20. Call Option [Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Optional Redemption Date(s):

[•]

- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):

[•] per Note of [•] Specified Denomination

- (iii) If redeemable in part:

- (a) Minimum Redemption Amount to be redeemed:

[•]

- (b) Maximum Redemption Amount to be redeemed:

[•]

- (iv) Notice period:

[•]

21. Put Option [Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Optional Redemption Date(s):

[•]

- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):

[•] per Note of [•] Specified Denomination

- (iii) Notice period:

[•]

22. Final Redemption Amount of each Note⁶ [[•] per Note of [•] Specified Denomination /other/see

⁶ If the Final Redemption Amount is less than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

Appendix]

In cases where the Final Redemption Amount is Index-Linked or other variable-linked:

- (i) Index/Formula/variable: [give or annex details]
- (ii) Calculation Agent responsible for calculating the Final Redemption Amount: [BNP Paribas Securities Services (affiliated with Euroclear France under number 29106) Les Grands Moulins de Pantin 9 rue du Débarcadère 93500 Pantin France /[*]]
- (iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable: [*]
- (iv) Determination Date(s): [*]
- (v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [*]
- (vi) Payment Date: [*]
- (vii) Minimum nominal amount to be redeemed: [*]
- (viii) Maximum nominal amount to be redeemed: [*]

23. Early Redemption Amount

- (i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons (Condition 6(f)), for illegality (Condition 6(j)) or on event of default (Condition 9) or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): [Not Applicable] / [*]
- (ii) Redemption for taxation reasons permitted on days others than Interest Payment Dates (Condition 6(f)): [Yes/No]

- (iii) Unmatured Coupons to become void upon early redemption (Materialised Bearer Notes only) (Condition 7(f)): [Yes/No/Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes: [Dematerialised Notes/Materialised Notes] *(Materialised Notes are only in bearer form) [Delete as appropriate]*
- (i) Form of Dematerialised Notes: [Not Applicable/if Applicable specify whether Bearer form (*au porteur*)/Registered form (*au nominatif*)]]
- (ii) Registration Agent: [Not Applicable/if Applicable give name and details] *(Note that a Registration Agent must be appointed in relation to Registered Dematerialised Notes only)*
- (iii) Temporary Global Certificate: [Not Applicable/if Applicable: Temporary Global Certificate exchangeable for Definitive Materialised Bearer Notes on [●] (the “Exchange Date”), being 40 days after the Issue Date subject to postponement as provided in the Temporary Global Certificate]
- (iv) Applicable TEFRA exemption: [C Rules/D Rules/Not Applicable]
(Only applicable to Materialised Notes).
25. Financial Centre(s) or other special provisions relating to Payment Dates: [Not Applicable/give details.
Note that this item relates to the date and place of payment, and not interest period end dates, to which items 15 (ii), 16(iv) and 18(ix) relates]
26. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No/Not Applicable. *If yes, give details*] *(Only applicable to the Materialised Notes).*
27. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay: [Not Applicable/give details]
28. Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: [Not Applicable/give details]
29. Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition 1(d)] [annexed to these Final Terms] apply]
30. Consolidation provisions: [Not Applicable/The provisions [in Condition 14(b)]

[annexed to these Final Terms] apply]

31. *Masse*:

[Applicable/Not Applicable/Condition 11 replaced by the full provisions of French *Code de commerce* relating to the *Masse*] (*Note that: (i) in respect of any Tranche of Notes issued outside France, Condition 11 may be waived, amended or supplemented, and (ii) in respect of any Tranche of Notes issued inside France, Condition 11 must be waived in its entirety and replaced by the provisions of French Code de commerce relating to the Masse. If Condition 11 (as it may be amended or supplemented) applies or if the full provisions of French Code de commerce apply, insert details of Representative and Alternative Representative and remuneration, if any).*)

32. Other final terms:

[Not Applicable/give details]

(When adding any other final terms consideration should be given as to whether such terms constitute a "significant new factor" and consequently triggers the need for a Base Prospectus Supplement under Article 16 of the Prospectus Directive.)

DISTRIBUTION

33. (i) If syndicated, names of Managers:

[Not Applicable/give names]

(ii) Stabilising Manager(s) (if any):

[Not Applicable/give name]

[(iii) Date of Subscription Agreement:*

[Not Applicable/[•]] (*applicable in respect of the requirements of Annex 12 of the Prospectus Directive Regulation only - delete this limb (iii) if not applicable*)

34. If non-syndicated, name and address of Dealer:

[Not Applicable/give name and address]

35. Additional selling restrictions:

[Not Applicable/give details]

36. Commission and concession:

[[•]] per cent. of the Aggregate Nominal Amount of the Tranche]/[Not Applicable]

GENERAL

37. The aggregate principal amount of Notes issued has been translated into Euro at the rate of [•] producing a sum of:

[Not Applicable/Euro[•]] (*Only applicable for Notes not denominated in Euro*)

* Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [admission to trading on [*specify relevant regulated market*] of the Notes described herein] pursuant to the Euro 40,000,000,000 Euro Medium Term Note Programme of BPCE.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [(*Relevant third party information*) has been extracted from (*specify source*). The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of BPCE

Duly represented by:

PART B – OTHER INFORMATION

1 RISK FACTORS

[[Insert any risk factors that are material to the Notes being offered and/or admitted to trading in order to assess the market risk associated with these Notes and that may affect the Issuer's ability to fulfil its obligations under the Notes which are not covered under "Risk Factors" in the Base Prospectus. If any such additional risk factors need to be included consideration should be given as to whether they constitute a "significant new factor" and consequently triggers the need for a Base Prospectus Supplement under Article 16 of the Prospectus Directive.] [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]*]

2 LISTING AND ADMISSION TO TRADING

(i) Listing: [Euronext Paris/other (*specify*)/none]

(ii) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris/*specify other relevant regulated market*] with effect from [•].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris/*specify other relevant regulated market*]] with effect from [•].] [Not Applicable.]

(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)

(iii) Estimate of total expenses related to admission to trading: [•]

[(iv) Other regulated markets on which, to the knowledge of the Issuer, securities of the same class of the Notes are already admitted to trading:* [•] (*applicable in respect of the requirements of Annex 12 of the Prospectus Directive Regulation only - delete this limb (iv) if not applicable*)]]

* Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

3. RATINGS

Ratings: [Not Applicable/if Applicable: The Notes to be issued have been rated:

[S & P: [•]]

[Moody's: [•]]

[Fitch: [•]]

[[Each of] [Insert credit rating agency/ies] [and [•]] is established in the European Union and has applied for registration under Regulation (EC) No 1060/2009, although the result of such applications has not been determined.]

[[Each of] [S&P] [Moody's] [Fitch] [and [•]] [is/are] established in the European Union and registered under Regulation (EC) No 1060/2009.]

[[Each of [•], [•] and] [•] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009.]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

4. [NOTIFICATION

The *Autorité des marchés financiers* in France [has been requested to provide/has provided - include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues] the [include names of competent authorities of host Member States] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.]

5. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

"So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."/[•]

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

[If any commissions or fees relating to the issue and sale of these Notes have been paid or are payable by the Dealer to an intermediary, then such intermediary may be obliged to fully disclose to its clients the existence, nature and amount of any such commissions or fees (including, if applicable, by way of discount) as required in accordance with laws and regulations applicable to such intermediary, including any legislation, regulation and/or rule implementing the Markets in Financial Instruments Directive (2004/39/EC) (“**MiFID**”), or as otherwise may apply in any non-EEA jurisdictions.

Potential investors in these Notes intending to purchase Notes through an intermediary (including by way of introducing broker) should request details of any such commission or fee payment from such intermediary before making any purchase hereof.]

6. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES*

[(i)] Reasons for the offer:

[•]

[(See "Use of Proceeds" wording in Base Prospectus/set out other reasons for offer as the case may be] – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]

[(ii)] Estimated net proceeds:

[•]

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

[(iii)] Estimated total expenses:

[•] *[Include breakdown of expenses.]*

(Only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)

* Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

7. **[Fixed Rate Notes only – YIELD**

Indication of yield:

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

8. **[Index-Linked or other variable-linked Notes only – PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING**

Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. (Where the underlying is an index, need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information. Where the underlying is a security need to include the name of the issuer of the security and the International Securities Identification Number (ISIN) or equivalent identification number. Where the underlying is a basket of underlyings, need to include the relevant weightings of each underlying in the basket.)) Need to include a description of any market disruption or settlement disruption events that affect the underlying and any adjustment rules in relation to events concerning the underlying (if applicable).*

[(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a Base Prospectus Supplement under Article 16 of the Prospectus Directive.)]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information] .

9. **[Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE**

*Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and any settlement disruption events that affect the underlying. Include details of rules with relation to events concerning the underlying.]**

* Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

[(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)]

10. [Derivatives only – OTHER INFORMATION CONCERNING THE SECURITIES TO BE [OFFERED]/[ADMITTED TO TRADING]]

Name of the issuer of the underlying security: [•]

ISIN Code: [•]

Underlying interest rate: [•]

Relevant weightings of each underlying in the basket: [•]

Adjustment rules with relation to events concerning the underlying: [•]

Source of information relating to the [Index]/[Indices]: [•]

Place where information relating to the [Index]/[Indices] can be obtained: [•]

Name and address of entities which have a firm commitment to act as intermediaries in secondary trading: [•]

Details of any market disruption/settlement disruption events affecting the underlying: [•]

Exercise price/floor reference price of underlying: [•]

Details of how the value of investment is affected by the value of the underlying instrument(s): [•]

Details of settlement procedure of derivative securities: [•]

Details of how any return on derivative securities takes place, payment or delivery date, and manner of calculation: [•]

11. OPERATIONAL INFORMATION

ISIN Code: [•]

Common Code: [•]

Depositories:

(i) Euroclear France to act as Central Depository: [Yes/No]

(ii) Common Depository for

Euroclear and Clearstream
Luxembourg: [Yes/No]

Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/*give name(s) and number(s)*]

Delivery: Delivery [against/free of] payment

Names and addresses of additional
Paying Agent(s) (if any): [•]

GENERAL INFORMATION

1 AMF visa and admission to trading of the Notes issued under the Programme

This Base Prospectus has received visa n°11-536 from the AMF on 17 November 2011. Application has been made to list and admit the Notes issued under this Base Prospectus to trading on Euronext Paris. In compliance with Article 18 of the Prospectus Directive, application may also be made at the Issuer's request for the notification of certificate of approval to any other competent authority of any other EEA State.

2 Consents, Approvals and authorisations in connection with the Programme

The Issuer has obtained all necessary corporate and other consents, approvals and authorisations in the Republic of France in connection with the establishment of the Programme. The update of the Euro 40,000,000,000 Euro Medium Term Note Programme was authorised by a decision of the *Directoire* of the Issuer made on 11 October 2010.

Issues of Notes have been authorised by the decision of the *Directoire* of the Issuer dated 27 June 2011 to issue up to Euro 25,000,000,000 (or its equivalent in another currency) and delegated to either François Pérol, *Président* of the *Directoire*, Nicolas Duhamel, member of the *Directoire*, *Directeur Général Finances*, Alain David, *Directeur Financier Exécutif*, or Roland Charbonnel, *Directeur du Département Emissions et Communication Financière* all powers to issue Notes up to a maximum amount of Euro 25,000,000,000 (or its equivalent in another currency) and to determine their terms and conditions. Such delegation will, unless previously cancelled, expire on 27 June 2012.

3 Significant change in the Issuer's financial or trading position

Except as disclosed in this Base Prospectus, there has been no significant change nor any development reasonably likely to involve a significant change, that is material in the context of the issue of the Notes, in the financial or trading position or general affairs of the Issuer, the Groupe BPCE SA since 30 June 2011 and the Groupe BPCE since 30 September 2011.

4 Trend information

Except as disclosed in this Base Prospectus, there has been no material adverse change in the prospects of the Issuer, the Groupe BPCE SA and/or the Groupe BPCE since the date of their respective last published audited financial statements. No recent events have occurred which are to a material extent relevant to the Issuer's solvency. There are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the Issuer's prospects for at least the current financial year.

5 Legal and arbitration proceedings

Except as disclosed in this Base Prospectus, neither the Issuer nor any member of the Groupe BPCE SA and/or the Groupe BPCE is or has been involved in any governmental, legal or arbitration proceedings (including any such proceeding which are pending or threatened of which the Issuer is aware), during a

period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer.

6 Administrative, Management and Supervisory bodies conflicts of interests

Please refer to pages 39-40 of the BPCE 2010 Registration Document which are incorporated herein by reference.

7 Material contracts

Except as disclosed in this Base Prospectus, there are no material contracts entered into otherwise than in the ordinary course of the Issuer's business, which could result in any member of the Groupe BPCE SA and/or the Groupe BPCE being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Noteholders in respect of the Notes issued under the Programme.

8 Limitations under United States income tax laws

Each Definitive Bearer Materialised Note, Receipt, Coupon and Talon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".

9 Clearance and Trading of the Notes issued under the Programme

Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems which are entities in charge of keeping the records. The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.

The address of Euroclear is 1 boulevard du Roi Albert II, 1210 Bruxelles, Belgium and the address of Clearstream, Luxembourg is 42 avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg.

Dematerialised Notes will be inscribed in the books of Euroclear France (acting as central depository). Dematerialised Notes which are in registered form (au nominatif) are also inscribed either with the Issuer or with the registration agent.

The address of Euroclear France is 115 rue Réaumur, 75081 Paris Cedex 02, France.

10 Availability of documents

For so long as Notes may be issued pursuant to this Base Prospectus, the following documents will, when published, be available during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection (and, may be obtained free of charge) at the office of the Fiscal Agent or each of the Paying Agents:

- (i) the *statuts* of the Issuer;
- (ii) the Final Terms for Notes that are admitted to trading on Euronext Paris or any other Regulated Market in the EEA;

- (iii) a copy of this Base Prospectus together with any supplement to this Base Prospectus or further Base Prospectus;
- (iv) the documents incorporated by reference in this Base Prospectus; and
- (v) all reports, letters and other documents, balance sheets, valuations and statements by any expert any part of which is extracted or referred to in this Base Prospectus in respect of each issue of Notes.

For so long as Notes may be issued pursuant to this Base Prospectus, the following documents will be available, on the website of the *Autorité des Marchés Financiers* (www.amf-france.org) and on the website of the Issuer (www.bpce.fr):

- (i) this Base Prospectus together with any supplement to this Base Prospectus or further Base Prospectus;
- (ii) the documents incorporated by reference in this Base Prospectus; and
- (iii) the Final Terms for Notes that are admitted to trading on Euronext Paris.

11 Audited and unaudited financial information

The accounts of the Issuer are published on an annual and semi-annual basis. Copies of the audited non-consolidated accounts of the Issuer for the years ended 31 December 2010 and 31 December 2009 may be obtained, and copies of the 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.

12 Securities Act

The Notes to be issued by the Issuer qualify under Category 2 for the purposes of Regulation S under the Securities Act (“**Regulation S**”). Materialised Notes will be issued in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(D) (the “**D Rules**”) unless (i) the relevant Final Terms states that such Materialised Notes are issued in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(C) (the “**C Rules**”), or (ii) such Materialised Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“**TEFRA**”), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

The TEFRA rules do not apply to any Dematerialised Notes.

13 Post-issuance information

In respect of derivatives securities as defined in Article 15.2 of Commission Regulation (EC) No.809/2004, the Final Terms will indicate whether or not the Issuer intends to provide post-issuance information concerning the underlying. If the Issuer intends to report such information, the Final Terms will specify what information will be reported and where such information can be obtained.

14 Auditors

The statutory auditors of the Issuer or its predecessors (PricewaterhouseCoopers Audit, KPMG Audit, a department of KPMG S.A. and Mazars), have audited and rendered an unqualified audit report on the accounts of the Issuer for the years ended 31 December 2009 and 2010.

The General Meeting of CEBP (whose name was changed to BPCE following its Combined Ordinary and Extraordinary General Meeting of 9 July 2009) of 2 July 2009, voting under the conditions of quorum and majority applicable to an Ordinary General Meeting, decided to appoint PricewaterhouseCoopers Audit for a period of six fiscal years, i.e. until the Ordinary General Shareholders' Meeting to be held in 2015, convened to approve the financial statements for the year ended 31 December 2014.

The General Meeting of CEBP (whose name was changed to BPCE following its Combined Ordinary and Extraordinary General Meeting of 9 July 2009) of 2 July 2009, voting under the conditions of quorum and majority applicable to an Ordinary General Meeting, decided to appoint KPMG Audit, a department of KPMG S.A. for a period of six fiscal years, i.e. until the Ordinary General Shareholders' Meeting to be held in 2015, convened to approve the financial statements for the year ended 31 December 2014.

Mazars was appointed directly in the initial bylaws of GCE Nao, at the time of its incorporation, (whose name was changed to CEBP by decision of the sole shareholder on 6 April 2009 and then BPCE following the Combined Ordinary and Extraordinary General Meeting of CEBP on 9 July 2009) following the authorization given by the Management Board of Caisse Nationale des Caisses d'Epargne to its Chairman to sign the bylaws of GCE Nao and all instruments necessary for its incorporation. The term of this appointment is six years, i.e. until the Ordinary General Shareholders' Meeting to be held in 2013, convened to approve the financial statements for the year ended 31 December 2012.

PricewaterhouseCoopers Audit (642 010 045 RCS Nanterre), KPMG Audit, a department of KPMG S.A. (775 726 417 RCS Paris) and Mazars (784 824 153 RCS Nanterre) are registered as Statutory Auditors, members of the *Compagnie Régionale des Commissaires aux Comptes de Versailles* and under the authority of the *Haut Conseil du Commissariat aux Comptes*. The French auditors carry out their duties in accordance with the principles of *Compagnie Nationale des Commissaires aux Comptes* (CNCC).

PERSON RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS

In the name of the Issuer

I declare, having taken all reasonable care to ensure that such is the case and to the best of my knowledge, that the information contained in this Base Prospectus is in accordance with the facts and that it contains no omission likely to affect its import.

The historical financial data of the Groupe BPCE, the Groupe BPCE SA and BPCE as of and for the year ended 31 December 2009 have been discussed in the statutory auditors reports found on pages 314-315, 389-390 and 436-437 of the BPCE 2009 Registration Document concerning respectively, the consolidated financial statements of the Groupe BPCE, the consolidated financial statements of the Groupe BPCE SA, and the company financial statements of BPCE. The statutory auditors' reports referring to the consolidated financial statements of the Groupe BPCE and the Groupe BPCE SA each contain two observations.

The historical financial data of the Groupe BPCE, the Groupe BPCE SA and BPCE as of and for the year ended 31 December 2010 have been discussed in the statutory auditors reports found on pages 250-251, 312-313 and 356-357 of the BPCE 2010 Registration Document concerning respectively, the consolidated financial statements of the Groupe BPCE, the consolidated financial statements of the Groupe BPCE SA, and the company financial statements of BPCE. The statutory auditors' reports referring to the consolidated financial statements of the Groupe BPCE and the Groupe BPCE SA and the company financial statements of BPCE each contain one observation.

BPCE

50 avenue Pierre Mendès-France
75013 Paris
France

Duly represented by:
Roland Charbonnel

Director of Group Funding and Investor Relations Department
Duly authorised
on 17 November 2011



Autorité des marchés financiers

In accordance with Articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier* and with the General Regulations (*Règlement Général*) of the *Autorité des marchés financiers* ("AMF"), in particular Articles 212-31 to 212-33, the AMF has granted to this Base Prospectus the visa No.11-536 on 17 November 2011. This document may only be used for the purposes of a financial transaction if completed by Final Terms. It was prepared by the Issuer and its signatories assume responsibility for it. In accordance with Article L. 621-8-1-I of the French *Code monétaire et financier*, the visa was granted following an examination by the AMF of "whether the document is complete and comprehensible, and whether the information it contains is coherent". It does not imply that the AMF has verified the accounting and financial data set out in it. This visa has been granted subject to the publication of Final Terms in accordance with Article 212-32 of the AMF's General Regulations, setting out the terms of the securities being issued.

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Arranger

NATIXIS

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75013 Paris
France

Dealers

BPCE

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France

NATIXIS

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**Fiscal Agent, Principal Paying Agent, Paying Agent, Redenomination Agent, Consolidation Agent and
Calculation Agent**

BNP Paribas Securities Services

(affiliated with Euroclear France under number 29106)

Les Grands Moulins de Pantin
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Attention: Lux Emetteurs / Lux GCT

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