



Arkéa Public Sector SCF
(société de crédit foncier duly licensed as a French specialised credit institution)
€10,000,000,000 Euro Medium Term Note Programme
for the issue of obligations foncières and other privileged notes

Under the Euro Medium Term Note Programme (the "**Programme**") described in this base prospectus (the "**Base Prospectus**"), Arkéa Public Sector SCF (the "**Issuer**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue French law *obligations foncières* or German law registered notes (*Namenschuldverschreibungen*), as specified in the relevant Final Terms (as defined below) (respectively, the "**French law Privileged Notes**" and the "**German law Privileged Notes**" and together, the "**Privileged Notes**"), benefiting from the statutory priority right of payment (*privilege*) created by article L.513-11 of the French *Code monétaire et financier* (the "**French Monetary and Financial Code**"), as more fully described herein.

The aggregate nominal amount of all Privileged Notes outstanding under the Programme will not at any time exceed €10,000,000,000 (or its equivalent in other currencies at the date of issue of any Privileged Notes).

Application for approval of this Base Prospectus has been made to the *Commission de surveillance du secteur financier* (the "**CSSF**") in its capacity as competent authority in Luxembourg under the *loi relative aux prospectus pour valeurs mobilières* dated 10 July 2005, as amended which implements Directive 2003/71/EC of the European Parliament and of the Council dated 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading, as amended (the "**Prospectus Directive**"). By approving this Base Prospectus, the CSSF assumes no responsibility as to the economic and financial soundness of the Privileged Notes and the quality or solvency of the Issuer. Application may be made to (i) the Luxembourg Stock Exchange for French law Privileged Notes issued under the Programme during a period of twelve (12) months after the date of the approval of this Base Prospectus to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange and/or (ii) to the competent authority of any other member state of the European Economic Area ("**EEA**") for French law Privileged Notes issued under the Programme to be admitted to trading on a Regulated Market (as defined below) in such member state. The regulated market of the Luxembourg Stock Exchange is a regulated market for the purposes of Directive 2014/65/EU dated 15 May 2014 on markets in financial instruments, as amended ("**MiFID II**"), appearing on the list of regulated markets of the European Securities and Markets Authority (each a "**Regulated Market**"). French law Privileged Notes may also be unlisted or listed and admitted to trading on any other market and/or offered to the public in any member state of the EEA. The relevant final terms in respect of the issue of any Privileged Notes (the "**Final Terms**") will specify whether or not French law Privileged Notes will be listed and admitted to trading on any market and/or offered to the public in any member state of the EEA and, if so, the relevant market and/or the relevant member states of the EEA where such French law Privileged Notes will be offered to the public. The German law Privileged Notes will not be admitted to trading nor listed on any market or stock exchange and will not be offered to the public in any jurisdiction. **The approval by the CSSF of this Base Prospectus is only applicable for French law Privileged Notes to be listed and/or admitted to trading on a Regulated Market and/or offered to the public, and is not relevant, in any case, for German law Privileged Notes, as German law Privileged Notes will not be listed or admitted to trading on any stock exchange or market, nor offered to the public.** French law Privileged Notes may be issued either in dematerialised form ("**Dematerialised Privileged Notes**") or in materialised form ("**Materialised Privileged Notes**") as more fully described herein. Dematerialised Privileged Notes will at all times be in book-entry form in compliance with articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French Monetary and Financial Code. No physical documents of title will be issued in respect of the Dematerialised Privileged Notes.

Dematerialised Privileged Notes may, at the option of the Issuer, be (i) in bearer dematerialised form (*au porteur*) inscribed as from the issue date in the books of Euroclear France (acting as central depository) which shall credit the accounts of the Account Holders (as defined in section "*Terms and Conditions of the French law Privileged Notes - Form, Denomination and Title*") including Euroclear Bank SA/NV ("**Euroclear**") and the depository bank for Clearstream Banking, S.A. ("**Clearstream**"), or (ii) in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder (as defined in section "*Terms and Conditions of the French law Privileged Notes - Definitions*"), in either fully registered dematerialised form (*au nominatif pur*), in which case they will be inscribed in an account maintained by the Issuer or by a registration agent (appointed in the relevant Final Terms) for the Issuer, or in administered registered dematerialised form (*au nominatif administré*) in which case they will be inscribed in the accounts of the Account Holders designated by the relevant Noteholder.

Materialised Privileged Notes will be in bearer materialised form only and may only be issued outside France. A temporary global certificate in bearer form without interest coupons attached (a "**Temporary Global Certificate**") will initially be issued in relation to Materialised Privileged Notes. Such Temporary Global Certificate will subsequently be exchanged for definitive Materialised Privileged Notes with, where applicable, coupons for interest or talons attached (the "**Definitive Materialised Privileged Notes**"), on or after a date expected to be on or about the fortieth (40th) calendar day after the issue date of the French law Privileged Notes (subject to postponement as described in section "*Temporary Global Certificate in respect of Materialised Privileged 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 (as defined in section "*Terms and Conditions of the French law Privileged Notes*") intended to be cleared through Euroclear and/or Clearstream, be deposited on the issue date with a common depository for Euroclear and Clearstream, 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 or delivered outside a clearing system, be deposited as agreed between the Issuer and the relevant Dealer(s) (as defined below). In the case of a Tranche which is not intended to be cleared notably through Euroclear and/or Clearstream, the French law Privileged Notes of such Tranche cannot be listed on the Official List of the Luxembourg Stock Exchange and traded on the Regulated Market of the Luxembourg Stock Exchange.

German law Privileged Notes will be issued in materialised registered and definitive form only, as more fully described in the amended and restated agency agreement dated the date thereof. German law Privileged Notes will not be deposited with a central depository and cannot be transferred or cleared via a clearing system.

Privileged Notes issued under the Programme are expected to be rated AAA by S&P Global Ratings ("**S&P**") and Aaa by Moody's Investors Service Ltd ("**Moody's**") and, together with S&P, the "**Rating Agencies**"). The credit ratings of the Privileged Notes will be specified in the relevant Final Terms. Each of the Rating Agencies is established in the European Union, registered under Regulation (EC) no. 1060/2009 of

the European Parliament and of the Council dated 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**") and included in the list published on the European Securities and Markets Authority's website (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) as of the date of this Base Prospectus in accordance with the CRA Regulation. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal by the assigning rating agency, at any time and without prior notice.

See section "*Risk Factors*" below for certain information relevant to an investment in the Privileged Notes to be issued under the Programme.

ARRANGER AND PERMANENT DEALER
CRÉDIT AGRICOLE CIB
PERMANENT DEALER
CRÉDIT MUTUEL ARKÉA

This Base Prospectus (together with any supplement thereto that may be published from time to time) constitutes a base prospectus for the purposes of article 5.4 of the Prospectus Directive and contains or incorporates by reference all relevant information concerning Arkéa Public Sector SCF (the "Issuer") 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, as well as the base terms and conditions of the French law Privileged Notes to be issued under the Programme. The terms and conditions applicable to each Tranche (as defined in section "*General Description of the Programme*") not contained herein (including, without limitation, the aggregate nominal amount, issue price, redemption price thereof, and interest, if any, payable thereunder) will be determined by the Issuer and the relevant dealer(s) (the "Dealer(s)") at the time of the issue and will be set out in the relevant Final Terms. References to the Dealers are to the Permanent Dealers and all persons appointed as a dealer in respect of one (1) or more tranches of French law Privileged Notes.

This Base Prospectus is to be read and construed in conjunction with (i) any document and/or information which is incorporated herein by reference in accordance with article 15 of the *Loi relative aux prospectus pour valeurs mobilières* dated 10 July 2005 implementing the Prospectus Directive in Luxembourg, as amended (see section "*Documents incorporated by Reference*" below), (ii) any supplement thereto that may be published from time to time, together with any document incorporated by reference therein and (iii) in relation to any Tranche of Privileged Notes, the relevant Final Terms.

This Base Prospectus (together with any supplement thereto that may be published from time to time) may only be used for the purposes for which it has been published.

No person is or has been authorised to give any information or to make any representation other than those contained or incorporated by reference in this Base Prospectus in connection with the issue or sale of the Privileged Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the arranger (the "Arranger") or any of the Dealers. Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently 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 offer or sale of Privileged Notes may be restricted by law in certain jurisdictions. The Issuer, the Arranger and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Privileged Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Arranger or the Dealers which is intended to permit a public offering of any Privileged Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Privileged Note may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Privileged Notes may come are required by the Issuer, the Arranger and the Dealers to inform themselves of, and to observe any such restrictions on the distribution of this Base Prospectus and the offering and sale of Privileged Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Privileged Notes in the United States of America, Japan or the EEA (including France, Italy, the Netherlands, the United Kingdom and the Federal Republic of Germany) (see section "*Subscription and Sale*").

The Privileged 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 securities regulatory authority of any state or other jurisdiction of the United States of America and, subject to certain exceptions, may not be offered or sold within the United States of America or to, or for the account or benefit of, U.S. persons as defined in Regulation S under the Securities Act ("Regulation S"). The Privileged Notes may include Materialised Privileged Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, the Privileged Notes may not be offered or sold or, in the case of Materialised Privileged Notes in bearer form, delivered within the United States of America or, in the case of certain Materialised Privileged Notes in bearer form, to, or for the account or benefit of, United States persons as defined in the U.S. Internal Revenue Code of 1986, as amended. The Privileged Notes are being offered and sold outside the United States of America to non-U.S. persons in reliance on Regulation S.

This Base Prospectus has not been submitted to the clearance procedures of the *Autorité des marchés financiers* in France.

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

The Arranger and the Dealers have not separately verified the information contained or incorporated by reference in this Base Prospectus. Neither the Arranger nor any of the Dealers makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information contained or incorporated by reference in this Base Prospectus. Neither this Base Prospectus nor any other information supplied in connection with the Programme (including any information incorporated by reference herein) is 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 should purchase the Privileged Notes. Each potential investor in Privileged Notes should determine for itself the relevance of the information contained or incorporated by reference in this Base Prospectus and its purchase of Privileged Notes should be based upon such investigation as it deems necessary. Neither the Arranger nor any of the Dealers undertake to review the financial or general condition of the Issuer during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Privileged Notes of any information that may come to the attention of any of the Dealers or the Arranger. Any websites referred to in the Base Prospectus are for information purposes only and do not form part of the Base Prospectus.

None of the Dealers or the Issuer makes any representation to any investor in the Privileged Notes regarding the legality of its investment under any applicable laws. Any investor in the Privileged Notes should be able to bear the economic risk of an investment in the Privileged Notes for an indefinite period of time.

MiFID II PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Privileged Notes will include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Privileged Notes, taking into account the five (5) categories referred to in item 18 of the Guidelines published by the ESMA on 5 February 2018, and which channels for distribution of the Privileged Notes are appropriate. Any person subsequently offering, selling or recommending the Privileged Notes (a "distributor") should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU ("MiFID II") is responsible for undertaking its own target market assessment in respect of the Privileged Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID II Product Governance rules under EU Delegated Directive 2017/593 (the "MiFID II Product Governance Rules"), any Dealer subscribing for any Privileged Notes is a manufacturer in respect of such Privileged Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID II Product Governance Rules.

PRIIPs REGULATION / PROHIBITION OF SALES TO EEA RETAIL INVESTORS - If the Final Terms in respect of any Privileged Note include a legend entitled "Prohibition of Sales to EEA Retail Investors", the Privileged Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently, no key information document required by Regulation (EU) no. 1286/2014 (the "PRIIPs Regulation") for offering or selling the Privileged Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Privileged Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to "Euro", "euro", "EUR" or "€" are to the lawful currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community, as amended, references to "£", "GBP", "pounds sterling" and "Sterling" are to the lawful currency of the United Kingdom, references to "\$", "USD" and "U.S. Dollar" are to the lawful currency of the United States of America, references to "¥", "Yen", "yen" and "JPY" are to the lawful currency of Japan and references to "CHF" and "Swiss Francs" are to the lawful currency of the Helvetic Confederation.

TABLE OF CONTENTS

	Page
SUMMARY	6
<i>RÉSUMÉ</i>	26
RISK FACTORS	47
IMPORTANT INFORMATION RELATING TO NON-EXEMPT OFFERS	66
GENERAL DESCRIPTION OF THE PROGRAMME	68
SUPPLEMENT TO THE BASE PROSPECTUS	75
DOCUMENTS INCORPORATED BY REFERENCE	76
TERMS AND CONDITIONS OF THE FRENCH LAW PRIVILEGED NOTES	78
TEMPORARY GLOBAL CERTIFICATES IN RESPECT OF MATERIALISED PRIVILEGED NOTES	104
USE OF PROCEEDS	105
MAIN FEATURES OF THE LEGISLATION AND REGULATIONS RELATING TO <i>SOCIÉTÉS DE CRÉDIT FONCIER</i>	106
DESCRIPTION OF THE ISSUER	109
MATERIAL CONTRACTS AND RELATIONSHIP BETWEEN ARKÉA PUBLIC SECTOR SCF AND CRÉDIT MUTUEL ARKÉA	119
FORM OF FINAL TERMS	120
TAXATION	144
SUBSCRIPTION AND SALE	147
GENERAL INFORMATION	152
PERSON RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS	155

SUMMARY

This summary is provided for the purposes of the issue by the Issuer of French law Privileged Notes with a denomination of less than €100,000 (or its equivalent in any other currency at the time of issue). Investors in French law Privileged Notes with a denomination of at least €100,000 (or its equivalent in any other currency at the time of issue) should not rely on this summary in any way and the Issuer accepts no liability to such investors with respect to this summary.

*This summary is made up of disclosure requirements known as "**Elements**" the communication of which is required by Annex XXII of Regulation EC/809/2004 of the Commission dated 29 April 2004, as amended. These Elements are numbered in Sections A – E (A.1 – E.7).*

This summary contains all the Elements required to be included in a summary for this type of securities and issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the Element. In this case, a short description of the Element is included in the summary with the mention "Not Applicable".

Section A - Introduction and warning		
A.1	<i>General disclaimer regarding the summary</i>	<p>This summary must be read as an introduction to the Base Prospectus.</p> <p>Any decision to invest in the French law Privileged Notes should be based on consideration of the Base Prospectus as a whole by the investor.</p> <p>Where a claim relating to information contained in the Base Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the member State, have to bear the costs of translating the Base Prospectus and the relevant Final Terms (together, the "Prospectus") before the legal proceedings are initiated.</p> <p>Civil liability attaches only to those persons who have tabled the summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus or if it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the French law Privileged Notes.</p>
A.2	<i>Information regarding consent by the Issuer to the use of the Prospectus</i>	<p>[Not Applicable. There is no non-exempt offer of the French law Privileged Notes.] /</p> <p>[Subject to the conditions set out in the next paragraph, the Issuer consents to the use of the Prospectus in connection with offers of the French law Privileged Notes in circumstances where there is no exemption from the requirement to publish a prospectus (a "Non-exempt Offer") under Directive 2003/71/EC of the European Parliament and of the Council dated 4 November 2003, as amended (the "Prospectus Directive").</p> <p>In the context of a Non-exempt Offer, the Issuer consents to the use of the Prospectus for subsequent resale or final placement of the French law Privileged Notes by financial intermediaries, subject to the following conditions:</p> <ul style="list-style-type: none"> - the consent is solely given during the offer period from [•] (<i>offer period for the issue to be specified there</i>) (the "Offer Period"); - the consent only extends to the use of the Prospectus in [France / Luxembourg]; and - the consent is solely given to [[•] (<i>name of financial intermediary(ies) duly authorised to be specified there</i>)] / [any financial intermediary which satisfies the following conditions: (a) acts in accordance with all applicable laws, rules, regulations and recommendations of any applicable regulatory bodies (the "Rules"), from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the French law Privileged Notes by any person and disclosure

		<p>to any potential investor; (b) complies with the restrictions set out under the section headed "<i>Subscription and Sale</i>" in the Base Prospectus which would apply as if it were a dealer appointed under the €10,000,000,000 Euro Medium Term Note Programme (the "Programme") or for a specific issue; (c) complies with the relevant manufacturer's target market assessment and distribution channels identified under the "MiFID II product governance" legend set out in the applicable Final Terms; (d) ensures that any fee (and any commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the French law Privileged Notes is fully and clearly disclosed to investors or potential investors; (e) holds all licences, consents, approvals and permits required in connection with solicitation of interest in, or offers or sales of, the French law Privileged Notes under the Rules; (f) retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer(s) (as defined below) and the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer(s) in order to enable the Issuer and/or the relevant Dealer(s) to comply with the Rules relating to anti-money laundering, prevention of corruption and "know your client" rules applying to the Issuer and/or the relevant Dealer(s); (g) does not, directly or indirectly, cause the Issuer or the relevant Dealer(s) to breach any Rule or any requirement to obtain or make any filing, authorisation or consent in any jurisdiction; and (h) satisfies any further conditions specified in the relevant Final Terms] (each an "Authorised Offeror").</p> <p>The information relating to the terms and conditions of the Non-exempt Offer shall be provided to investors by the relevant Authorised Offeror at the time of the Non-exempt Offer.]</p>
Section B – Issuer		
B.1	<i>Legal and commercial name of the Issuer</i>	Arkéa Public Sector SCF (the " Issuer ")
B.2	<i>Domicile and legal form of the Issuer, legislation under which the Issuer operates and its country of incorporation</i>	<p>The Issuer is a French limited liability company (<i>société anonyme</i>) whose registered office is located at 1, rue Louis Lichou - 29480 Le Relecq-Kerhuon – France, licensed as a specialised credit institution (<i>établissement de crédit spécialisé</i>) by the <i>Autorité de contrôle prudentiel et de résolution</i> and has adopted the status of <i>société de crédit foncier</i>.</p> <p>The Issuer is governed by:</p> <ul style="list-style-type: none"> (a) the French <i>Code de commerce</i> (French commercial code); and (b) the French <i>Code monétaire et financier</i> (the "French Monetary and Financial Code"), and in particular, articles L.513-2 <i>et seq.</i> of the French Monetary and Financial Code applicable to <i>sociétés de crédit foncier</i>.
B.4b	<i>Description of any known trends affecting the Issuer and the industries in which it operates</i>	<p>Arkéa Public Sector SCF, as issuer of <i>obligations foncières</i>, operates on the covered bonds market. In 2018, primary volumes of Euro covered bonds have continued to reduce compared to previous years despite the resilience of this asset class to market volatility. The European Central Bank action via its purchase programme (CBPP3) has helped maintaining this stability however the uncertainty surrounding the end of the programme is having an effect on volumes issued and spreads.</p> <p>Furthermore, laws and regulations applicable to financial institutions and that have an impact on the Issuer have significantly evolved since 2008 and the beginning of the financial crisis.</p> <p>More generally, French and European regulators and legislators may, at any time, implement new or different measures that could have a significant impact on the financial system in general or the Issuer in particular.</p> <p>On 12 March 2018, the European Commission has published a proposal for a</p>

		<p>Directive and for a Regulation on the issue of covered bonds, aiming for the establishment of a framework to enable a more harmonized covered bond market in the European Union. The proposed Directive covers in particular requirements for issuing covered bonds, requirements for marketing covered bonds as "European Covered Bonds", structural features of covered bonds (asset composition, derivatives, liquidity...) and regulatory supervision. The proposed Regulation would mainly amend Article 129 of Regulation (EU) No 575/2013 (Capital Requirements Regulation) and would add requirements on minimum overcollateralisation and substitution assets.</p> <p>Please refer to the element B.5 below "<i>Description of the Issuer's group and the Issuer's position within the group</i>" for a description of the unilateral disaffiliation of the Crédit Mutuel Arkéa group from Crédit Mutuel.</p>
B.5	<i>Description of the Issuer's group and the Issuer's position within the group</i>	<p>The Issuer is the <i>société de crédit foncier</i> of the Crédit Mutuel Arkéa group (the "Group" or "Crédit Mutuel Arkéa Group"). The Group is a cooperative banking and insurance company comprising the <i>Crédit Mutuel de Bretagne</i>, <i>Crédit Mutuel du Sud-Ouest</i> and <i>Crédit Mutuel Massif Central</i> federations as well as specialized subsidiaries, which cover all of the business lines in the financial area. The Group's basic unit is the local savings bank (<i>Caisse locale de Crédit Mutuel</i>). Each local savings bank (<i>Caisse locale de Crédit Mutuel</i>) covers a limited geographic area, and its capital is held by customers in the form of shares.</p> <p>At the date hereof, the Issuer is an affiliate of Crédit Mutuel Arkéa which holds 99.9% of its share capital.</p> <p>Crédit Mutuel Arkéa is affiliated to the <i>Confédération Nationale du Crédit Mutuel</i> ("CNCM"), the central body of the Crédit Mutuel. Since late 2014, the Group has been involved in a series of disputes with CNCM, relating primarily to potential conflicts of interest between the central body and one of its affiliates. These disputes mainly concern administrative, technical and financial supervision by CNCM and the use of the "Crédit Mutuel" name.</p> <p>This situation led the Crédit Mutuel Arkéa's board of directors, at its meeting of 17 January 2018, to authorise the Group's senior management to take all actions enabling Crédit Mutuel Arkéa to become a cooperative and mutual banking group independent from the rest of Crédit Mutuel.</p> <p>The directors of each local savings bank (<i>Caisse locale de Crédit Mutuel</i>) and the directors of the <i>Crédit Mutuel de Bretagne</i>, <i>Crédit Mutuel du Sud-Ouest</i> and <i>Crédit Mutuel Massif Central</i> federations were requested to vote during the first half of 2018. At the conclusion of the consultation process initiated by the Group's local savings banks, and after the federations' boards of directors had met, the Group certified the results of the votes cast by the 307 local banks: 94.5% of the local savings banks voted in favor of the Group's independence, which will thus become a cooperative and territorial group with mutualist values, independent from the rest of Crédit Mutuel. This historic inaugural vote, which binds all stakeholders, definitively marks the departure will of the Group from the Crédit Mutuel.</p> <p>Concerning the operational implementation of the Group's unilateral disaffiliation, at its meeting of 29 June 2018, Crédit Mutuel Arkéa's board of directors approved the planned organizational structure of the future independent group and called on the local savings banks (<i>Caisse locale de Crédit Mutuel</i>) to convey their opinion, starting in the fall of 2018, on the implementation of this structure. It was also decided that Crédit Mutuel Arkéa will do business under a name other than "Crédit Mutuel." More specifically, with respect to the local savings banks that are members of the <i>Crédit Mutuel Massif Central</i> federation, at the Crédit Mutuel Arkéa's board of directors' meeting held on 17 January 2018, the Group requested the local savings banks of <i>Crédit Mutuel de Bretagne</i>, <i>Crédit Mutuel du Sud-Ouest</i> and <i>Crédit Mutuel Massif Central</i> federations to initiate consultations on the Group's proposed independence. The board of directors of the <i>Crédit Mutuel Massif Central</i> federation opposed the principle of consulting the boards of directors of the local savings banks within its purview. Nevertheless, a consultation was initiated by six of the thirty local</p>

		<p>savings banks that are members of the <i>Crédit Mutuel Massif Central</i> federation.</p> <p>With regard to the process of convergence of <i>Crédit Mutuel Massif Central's</i> local savings banks members to the <i>Caisse Fédérale de Crédit Mutuel</i> ("CFCM"), the board of directors of the CNCM on 19 June 2018 gave its prior approval to the convergence project of <i>Crédit Mutuel Massif Central</i> to the CFCM. The governing bodies of the federation and <i>Crédit Mutuel Massif Central</i> caisse régionale, dated 29 June 2018, approved the convergence process. At the date of this Base Prospectus, the banking activity of each of <i>Crédit Mutuel Massif Central's</i> thirty local savings banks is exercised through the collective authorisation of <i>Crédit Mutuel Arkéa</i> as a credit institution.</p> <p><u>Crédit Mutuel Arkéa Group's proposed organizational structure</u></p> <pre> graph TD CS[Cooperative Shares] --> LCC1[LCC] CS --> LCC2[LCC] CS --> LCC3[LCC] LCC1 --> AB[Local branch] LCC2 --> AB LCC3 --> AB AB --> ARKEA[ARKEA Cooperative corporation] ARKEA -- Holds --> S[Subsidiaries] </pre>
B.9	<i>Figure of profit forecast or estimate (if any)</i>	<p>Not Applicable.</p> <p>The Issuer does not provide any figure of profit forecast or estimate.</p>
B.10	<i>Description of the nature of any qualifications in the audit report on the historical financial information</i>	<p>Not Applicable.</p> <p>The statutory auditors' reports related to the financial statements of the Issuer for the years ended respectively 31 December 2016 and 31 December 2017 do not contain any qualification.</p>

B.12	<i>Selected historical key financial information</i>	<p>The following table shows the selected key financial information of the Issuer related to the income statements as at 30 June 2018 and 30 June 2017 and at 31 December 2017 and 31 December 2016.</p> <table><tr><th>Selected key financial information of the Issuer related to the income statements (in thousands of euros)</th><th>30 June 2018</th><th>30 June 2017</th><th>31 December 2017</th><th>31 December 2016</th></tr><tr><td>Net banking income</td><td>558</td><td>542</td><td>1,131</td><td>758</td></tr><tr><td>Gross operating income</td><td>80</td><td>(10)</td><td>66</td><td>(154)</td></tr><tr><td>Net income</td><td>80</td><td>(10)</td><td>66</td><td>(154)</td></tr></table> <p>The following table shows the selected key financial information of the Issuer related to the balance sheet at 30 June 2018 and 30 June 2017 and at 31 December 2017 and 31 December 2016.</p> <table><tr><th>Selected key financial information of the Issuer related to the balance sheet (in thousands of euros)</th><th>30 June 2018</th><th>30 June 2017</th><th>31 December 2017</th><th>31 December 2016</th></tr><tr><td>Total of assets</td><td>1,365,214</td><td>1,093,591</td><td>1,169,402</td><td>987,808</td></tr><tr><td>Debt securities</td><td>1,312,998</td><td>1,041,026</td><td>1,117,073</td><td>955,021</td></tr><tr><td>Shareholder's equity</td><td>49,677</td><td>49,521</td><td>49,597</td><td>29,532</td></tr><tr><td>Total of liabilities</td><td>1,365,214</td><td>1,093,591</td><td>1,169,402</td><td>987,808</td></tr></table> <p>The Issuer's statutory auditors have (i) audited the financial statements of the Issuer for years ended 31 December 2016 and 31 December 2017 and (ii) reviewed the half-year financial statements of the Issuer for the half-years ended 30 June 2017 and 30 June 2018.</p>	Selected key financial information of the Issuer related to the income statements (in thousands of euros)	30 June 2018	30 June 2017	31 December 2017	31 December 2016	Net banking income	558	542	1,131	758	Gross operating income	80	(10)	66	(154)	Net income	80	(10)	66	(154)	Selected key financial information of the Issuer related to the balance sheet (in thousands of euros)	30 June 2018	30 June 2017	31 December 2017	31 December 2016	Total of assets	1,365,214	1,093,591	1,169,402	987,808	Debt securities	1,312,998	1,041,026	1,117,073	955,021	Shareholder's equity	49,677	49,521	49,597	29,532	Total of liabilities	1,365,214	1,093,591	1,169,402	987,808
Selected key financial information of the Issuer related to the income statements (in thousands of euros)	30 June 2018	30 June 2017	31 December 2017	31 December 2016																																											
Net banking income	558	542	1,131	758																																											
Gross operating income	80	(10)	66	(154)																																											
Net income	80	(10)	66	(154)																																											
Selected key financial information of the Issuer related to the balance sheet (in thousands of euros)	30 June 2018	30 June 2017	31 December 2017	31 December 2016																																											
Total of assets	1,365,214	1,093,591	1,169,402	987,808																																											
Debt securities	1,312,998	1,041,026	1,117,073	955,021																																											
Shareholder's equity	49,677	49,521	49,597	29,532																																											
Total of liabilities	1,365,214	1,093,591	1,169,402	987,808																																											

	<i>Material adverse change and significant changes</i>	<p>Not Applicable.</p> <p>There has been no significant change in the financial or trading position of the Issuer since 30 June 2018.</p> <p>There has been no material adverse change in the prospects of the Issuer since 31 December 2017.</p>
B.13	<i>Description of any recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency</i>	<p>Not Applicable.</p> <p>There are no recent events impacting the Issuer's solvency.</p>
B.14	<i>Statement as to whether the Issuer is dependent upon other entities within the group</i>	<p>Please refer to element B.5 for the description of the Group.</p> <p>The Issuer relies on third parties who have agreed to perform services for the Issuer. In particular, the Issuer relies on Crédit Mutuel Arkéa or its affiliates (or their successors) for:</p> <ul style="list-style-type: none"> - the management of its operations in accordance with the provisions of Article L. 513-15 of the French Monetary and Financial Code; - its risk management; - the origination and monitoring of the receivables against public entities or fully guaranteed by such public entities transferred by way of security (<i>remises en pleine propriété à titre de garantie</i>) (as defined hereafter in item B.15); - the hedging of its obligations under the French law Privileged Notes; - the provision of liquidity; - the opening and operation of certain of its bank accounts. <p>Without prejudice to the collateral security (the "Collateral Security"), the Issuer is also exposed to the credit risk of Crédit Mutuel Arkéa as borrower (the "Borrower") under the advances granted by the Issuer.</p>
B.15	<i>Description of the Issuer's principal activities</i>	<p>In accordance with article L.513-2 of the French Monetary and Financial Code which defines the exclusive purpose of <i>sociétés de crédit foncier</i> and with article 2 of its by-laws, the Issuer's exclusive purpose consists in carrying out the activities and operations below, both in France and abroad:</p> <ul style="list-style-type: none"> - grant credit operations and assimilated operations within the terms set forth by regulations applicable to <i>sociétés de crédit foncier</i> and within the limits of its license; - finance operations within the terms set forth by regulations applicable to <i>sociétés de crédit foncier</i> by means of issuance of <i>obligations foncières</i> and any other resources in accordance with the laws and regulations applicable to <i>sociétés de crédit foncier</i>; and - conduct any ancillary activities expressly authorised by the regulations on <i>sociétés de crédit foncier</i> for the achievement of its exclusive corporate purpose. <p>Notwithstanding the generality of the Issuer's corporate purpose, Arkéa Public Sector SCF has willingly agreed to restrict its activities only to granting or acquiring exposures to public entities as defined in articles L.513-4 to L.513-5 of the French Monetary and Financial Code and in particular, grant loans provided that such loans are secured, in accordance with articles L.211-38 <i>et seq.</i> of the French Monetary and Financial Code, by the receivables against public entities or fully guaranteed by such public entities transferred by way of security (<i>remises en pleine propriété à titre de garantie</i>).</p>
B.16	<i>Extent to which the Issuer is</i>	<p>At the date hereof, 99.9 per cent. of the Issuer's share capital is held by Crédit</p>

	<i>directly or indirectly owned or controlled</i>	Mutuel Arkéa.
B.17	<i>Credit ratings assigned to the Issuer or its debt securities</i>	<p><i>Credit ratings assigned to the Issuer</i></p> <p>Not applicable. The Issuer has not been rated.</p> <p><i>Credit ratings assigned to the debt securities of the Issuer</i></p> <p>[Not applicable. The French law Privileged Notes have not been rated. / The French law Privileged Notes [are expected to be/have been] rated:</p> <ul style="list-style-type: none"> - [●] by Moody's Investors Service Ltd; and - [●] by S&P Global Ratings. <p>Each of the above rating agencies is established in the European Union, registered under Regulation (EC) No. 1060/2009 of the European Parliament and of the Council dated 16 September 2009 on credit rating agencies, as amended (the "CRA Regulation") and included in the list of registered credit rating agencies published on the European Securities and Markets Authority's website (http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the CRA Regulation.</p> <p>A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.]</p>
Section C – Securities		
C.1	<i>Type, class and identification number of the French law Privileged Notes</i>	<p>The French law Privileged Notes are <i>obligations foncières</i> within the meaning of article L.513-2 of the French Monetary and Financial Code.</p> <p><i>Type and class</i></p> <p>The French law Privileged Notes are [fixed rate notes / floating rate notes / zero coupon notes / CMS linked notes / fixed/floating rate notes / fixed/CMS rate notes / floating/fixed rate notes / CMS/fixed rate notes / fixed/fixed rate notes / floating/floating rate notes / inverse floating rate notes / inverse CMS rate notes].</p> <p><i>Security Identification Number</i></p> <p>The international security identification number (ISIN) of the French law Privileged Notes is [●].</p> <p>The common code of the French law Privileged Notes is [●].</p>
C.2	<i>Currency of the French law Privileged Notes</i>	The French law Privileged Notes are issued in [●].
C.5	<i>Description of any restrictions on the free transferability of the French law Privileged Notes</i>	<p>Not Applicable.</p> <p>There is no restriction on the free transferability of the French law Privileged Notes (subject to selling restrictions which may apply in certain jurisdictions).</p>
C.8	<i>Description of the rights attached to the French law Privileged Notes</i>	<p><i>Status of the French law Privileged Notes</i></p> <p>The principal and interest of the French law Privileged Notes benefit from the statutory priority right of payment (<i>privilège</i>) created by article L.513-11 of the French Monetary and Financial Code (the "Privilège") and the holders of the French law Privileged Notes (the "Noteholders") benefit from all the rights set out in article L.513-11 of the French Monetary and Financial Code.</p> <p>The French law Privileged Notes [, and any related coupons and receipts] constitute</p>

		<p>direct, unconditional, unsubordinated and privileged obligations of the Issuer and rank and will rank <i>pari passu</i> without any preference among themselves and equally and rateably with all other present or future notes (including notes of all other series) and other resources raised by the Issuer benefiting from the statutory priority right of payment (<i>privilège</i>) created by article L.513-11 of the French Monetary and Financial Code.</p> <p>Specified denomination</p> <p>The specified denomination(s) of the French law Privileged Notes [is/are (<i>Dematerialised Privileged Notes shall be issued in one (1) specified denomination only</i>)] : [●] (the minimum denomination of the French law Privileged Notes admitted to trading on a regulated market and/or offered to the public in a member state of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive will be of €1,000 (or its equivalent in any other currency at the issue date of the French law Privileged Notes) 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).</p> <p>Taxation</p> <p>All payments of principal, interest or other revenues by or on behalf of the Issuer in respect of the French law Privileged 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.</p> <p>If any law would require that payments of principal, interest and other revenues in respect of the French law Privileged Notes [or any receipt or coupon relating thereto,] be subject to withholding or deduction in respect of any present or future taxes or duties whatsoever, the Issuer will not be required to pay any additional amounts in respect of any such withholding or deduction.</p> <p>Events of default</p> <p>No events of default</p> <p>Governing law</p> <p>The French law Privileged Notes [, receipts, coupons and talons] are governed by, and construed in accordance with, French law.</p> <p>Issue price</p> <p>The issue price of the French law Privileged Notes is [●].</p>
C.9	Nominal interest rate	<p>See element C.8 for the description of the rights attached to the French law Privileged Notes.</p> <p>Nominal interest rate</p> <p>The French law Privileged Notes are [fixed rate notes / floating rate notes / zero coupon notes / CMS linked notes / fixed/floating rate notes / fixed/CMS rate notes / floating/fixed rate notes / CMS/fixed rate notes / fixed/fixed rate notes / floating/floating rate notes / inverse floating rate notes / inverse CMS rate notes].</p>
	Date from which interest becomes payable and due dates for interest	<p>Date from which interest becomes payable and due dates thereof</p> <p>[(in case of fixed rate notes)</p> <p>The French law Privileged Notes bear interest at a rate of [●] per cent. <i>per annum</i> [payable [annually / semi-annually / quarterly / monthly / other (<i>specify</i>)] in arrear] from and including [●] to but excluding [●].</p> <p>[(in case of floating rate notes)</p> <p>The French law Privileged Notes will bear interest determined separately for each series as follows:</p>

		<p>(i) by applying one of the following formulae:</p> $\frac{[\text{FBF Rate} + \text{margin}]}{[\text{margin} + [\text{Rate Multiplier} \times (\text{FBF Rate}_1 - \text{FBF Rate}_2)]]}$ <p>FBF Rate/ FBF Rate₁/ FBF Rate₂ is determined on the same basis as the floating rate under a notional interest rate swap transaction in the relevant specified currency governed by the June 2013 FBF Master Agreement, as published by the <i>Fédération Bancaire Française</i>, in their updated version applicable as at the date of issue of the first tranche of the relevant series.</p> <p>"Rate Multiplier" means the number as shall be specified to apply to the relevant French law Privileged Notes, or</p> <p>(ii) by applying one of the following formulae:</p> $\frac{[\text{ISDA Rate} + \text{margin}]}{[\text{margin} + [\text{Rate Multiplier} \times (\text{ISDA Rate}_1 - \text{ISDA Rate}_2)]]}$ <p>ISDA Rate/ ISDA Rate₁/ ISDA Rate₂ is determined on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc, in their updated version applicable as at the date of issue of the first tranche of the relevant series.</p> <p>"Rate Multiplier" means the number as shall be specified to apply to the relevant French law Privileged Notes, or</p> <p>(iii) by applying one of the following formulae:</p> $\frac{[\text{Relevant Rate} + \text{margin}]}{[\text{margin} + [\text{Rate Multiplier} \times (\text{Relevant Rate}_1 - \text{Relevant Rate}_2)]]}$ <p>Relevant Rate/ Relevant Rate₁/ Relevant Rate₂ is determined on the basis of a reference rate appearing on an agreed screen page of a commercial quotation service, which shall be either EURIBOR or LIBOR.</p> <p>"Rate Multiplier" means the number as shall be specified to apply to the relevant French law Privileged Notes, or</p> <p>In each case, subject to any Minimum and/Maximum Rate of Interest.</p> <p>"Maximum Rate of Interest" means [●].</p> <p>"Minimum Rate of Interest" means [●].</p> <p>The French law Privileged Notes bear interest at a rate of [●] [plus / minus [●] (<i>specify the margin</i>) per cent.] payable [●] [in each year] (subject to adjustments in accordance with the [●] business day convention (<i>specify the business day convention</i>))] from and including [●] to but excluding [●].</p> <p><i>[(in case of CMS linked notes)]</i></p> <p>Payments of interest in respect of French law Privileged Notes shall be calculated by reference to one or more CMS Rates and by applying one of the formulae described below:</p> $\frac{[\text{CMS Rate} + \text{margin}]}{[\text{margin} + [\text{Rate Multiplier} \times (\text{CMS Rate}_1 - \text{CMS Rate}_2)]]}$
--	--	---

		<p> $[\text{margin} + [\text{Rate Multiplier} \times (\text{Applicable Rate} - \text{CMS Rate})]]$ $[\text{margin} + [\text{Rate Multiplier} \times (\text{CMS Rate} - \text{Applicable Rate})]]$ $[\text{Rate Multiplier} \times (\text{Applicable Rate} - \text{CMS Rate})]$ </p> <p>In each case, subject to any Minimum and/Maximum Rate of Interest.</p> <p>"Maximum Rate of Interest" means [●].</p> <p>"Minimum Rate of Interest" means [●].</p> <p>"Applicable Rate" means a rate (expressed as a percentage) that may be a fixed rate or a floating rate.</p> <p>"CMS Rate"/ "CMS Rate₁"/ "CMS Rate₂" means [●].</p> <p>"Rate Multiplier" means the number as shall be specified to apply to the relevant French law Privileged Notes.</p> <p>The French law Privileged Notes will bear interest [from [●] to [●]] at a rate payable [on [●]/ [●] in each year], subject to any adjustments made pursuant to the applicable business day convention equal to:</p> <p>[●]</p> <p><i>[(in case of fixed/floating rate notes, fixed/CMS rate notes, floating/fixed rate notes, CMS/fixed rate notes, fixed/fixed rate notes or floating/floating rate notes)]</i></p> <p>[Fixed/floating rate]/[fixed/CMS rate]/[floating/fixed rate]/[CMS/fixed rate]/[fixed/fixed rate]/[floating/floating rate] notes are French law Privileged Notes for which there is a change of interest basis.</p> <p><i>[(in case of zero coupon notes)]</i></p> <p>The French law Privileged Notes are issued [at their nominal amount / at [●]] and do not bear interest].</p> <p><i>[(in case of inverse floating rate notes and inverse CMS rate notes)]</i></p> <p>The rate of interest in respect of the French law Privileged Notes for each interest accrual period shall be equal to the fixed rate minus the floating rate or the CMS rate, as the case may be.</p> <p>[The French law Privileged Notes will bear interest at a rate of [●] per cent. minus [[●] month EURIBOR/LIBOR]/[●] year EUR CMS] payable [on [●]/ [●] in each year].]</p>
	<p><i>Where rate is not fixed, description of the underlying on which it is based</i></p> <p><i>Maturity date and arrangements for amortisation of the loan, including the repayment procedures</i></p>	<p>Description of the underlying for floating rate French law Privileged Notes</p> <p>The French law Privileged Notes bear interest at a rate of interest for each interest period determined on the basis of [[●] (specify relevant [FBF/ISDA] rate), [plus / minus [●] (specify the margin)] / [●] (specify the relevant rate or offered quotation or the arithmetic mean of the offered quotations for the reference rate(s)) appearing on [●] (specify the relevant screen page), as at [●] (specify the specified time) on the [●] (specify the interest determination date), [plus / minus [●] (specify the margin)]], subject to any [[maximum / minimum] rate of interest / rate multiplier]].</p> <p>For the avoidance of doubt, the minimum rate of interest of the French law Privileged Notes shall not be, in any case, lower than zero.</p> <p>Redemption</p> <p><i>Redemption at final maturity</i></p> <p>Unless previously redeemed or purchased and cancelled, each French law Privileged Note will be redeemed by the Issuer on its final maturity date (being [●] [(or the extended final maturity date, as indicated below)] at [100] per cent. of their nominal amount.</p> <p><i>[(An extended final maturity date may be specified in accordance with the terms and conditions of the French law Privileged Notes)]</i> The extended final maturity date of each French law Privileged Note is [●].]</p>

	Indication of yield	<p><i>Early Redemption</i></p> <p>The French law Privileged Notes may be redeemed before their stated maturity [at the option of the [Issuer / Noteholders] and for illegality.</p> <p><i>[Redemption by instalments</i></p> <p><i>(in case of French law Privileged Notes redeemable in two (2) or more instalments)</i></p> <p>Unless previously redeemed or purchased and cancelled, each French law Privileged Note will be redeemed by instalments of [●] on [●].]</p> <p>[Indication of yield (in case of fixed rate French law Privileged Notes only)</p> <p>The yield of the French law Privileged Notes is [●] % <i>per annum</i>.</p> <p>The yield of the French law Privileged Notes is calculated at the issue date of the French law Privileged Notes on the basis of the issue price. It is not an indication of future yield.]</p>
	Name of representative of the French law Privileged Notes	<p><i>Representation of the Noteholders</i></p> <p>The name and address of the representative of the <i>Masse</i> (as defined below) are [●].</p> <p>[The name and address of the alternate representative of the <i>Masse</i> are [●].]</p> <p>The Noteholders will, in respect of all tranches of the relevant series, be grouped automatically for the defence of their common interests in a <i>masse</i> (the "<i>Masse</i>") and the provisions of the French Commercial Code relating to the <i>Masse</i> shall apply.</p> <p>The <i>Masse</i> will act in part through a representative (the "Representative") and in part through collective decisions of the Noteholders.</p>
C.10	Derivative component in interest payments (if any)	<p><i>See element C.9 for the interest, maturity and redemption provisions, yield and name of the representative of the French law Privileged Notes.</i></p> <p>Not Applicable.</p> <p>Payments of interest on the French law Privileged Notes shall not involve any derivative component.</p>
C.11	Admission to trading	<p>[French law Privileged Notes [are/will be] admitted to trading on the regulated market of the Luxembourg Stock Exchange / [●] (<i>other specify</i>) / Not applicable. The French law Privileged Notes [are not/will not be] admitted to trading].</p>
Section D – Risks		
D.2	Key information on the key risks that are specific to the Issuer	<p><i>Prospective investors should take their investment decision on the basis of the detailed information set out in the Base Prospectus (including any document deemed to be incorporated by reference therein) and make their own opinion about risk factors prior to making any investment decision.</i></p> <ul style="list-style-type: none"> (i) Sole liability of the Issuer under the French law Privileged Notes: the Issuer is the only entity which has obligations to pay principal and interest in respect of the French law Privileged Notes. (ii) Reliance of the Issuer on third parties: the Issuer has entered into agreements with a number of third parties, which have agreed to perform services for the Issuer. In the event that any other party providing services to the Issuer fails to perform its obligations under the relevant agreement(s) to which it is a party, the ability of the Issuer to make payments under the French law Privileged Notes may be affected. (iii) Substitution risk: under certain circumstances described in the agreements executed with respect to the Programme and leading to the substitution of one (1) or more counterparties of the Issuer, no assurance can be given that a substitute entity will be found. (iv) Conflicts of interest: conflicts of interest may arise during the life of the Programme as a result of various factors involving the Issuer and certain counterparties of the Issuer.

		<p>(v) Credit risk on assets: the Issuer's main business activity is to grant or acquire exposures to, or guaranteed by, public sector entities (either directly or indirectly). Therefore, the Issuer is exposed, directly or indirectly, to the credit risk of such public sector entities.</p> <p>(vi) Credit risk on bank counterparties: the Issuer is subject to a bank counterparty risk in the administration of its bank accounts, receiving sums due under the €10,000,000,000 multicurrency term facility agreement with Crédit Mutuel Arkéa (the "Facility Agreement"), receiving cash collateral in accordance with a cash collateral agreement concluded with Crédit Mutuel Arkéa, and, as the case may, in its hedging operations (if any).</p> <p>(vii) Interest and currency risks: in order to mitigate the potential mismatch of the interest rates applicable to the French law Privileged Notes and to the Collateral Security and the potential mismatch of currencies of denomination of the French law Privileged Notes and the Collateral Security, the Issuer is entitled to enter into hedging agreement(s) and/or provide any other mechanism(s) such as additional over-collateralisation, cash reserve, additional selection rules for the Eligible Assets or any other mechanism(s) which will comply with the legal requirements applicable to <i>sociétés de crédit foncier</i>. However, there is no commitment by the Issuer to enter into any hedging agreement(s) and/or provide any other mechanism(s) as describe above and if it does there is no assurance that such hedging agreement(s) and/or other mechanism(s) will adequately cover any interest rate and/or currency risk to which the Issuer might be exposed. The Issuer shall implement a system for measuring overall interest rate risks. The level of rate and maturity matching between the assets and the liabilities of the Issuer shall be monitored by the specific controller.</p> <p>(viii) Liquidity risk: the maturity and amortisation profile of the assets transferred as collateral security will not match the repayment profile and maturities of the French law Privileged Notes. Therefore, upon the occurrence of an event of default under the Facility Agreement and the enforcement of the collateral security, such mismatch creates a potential need for liquidity at the level of the Issuer. The existing legislation and regulations relating to <i>sociétés de crédit foncier</i> address the liquidity risk.</p> <p>(ix) Commingling risk: the collateral providers have been appointed by the Issuer to carry out the administration and recovery of the assets transferred as collateral security. In the event that insolvency proceedings are opened against a collateral provider, a statutory stay of proceedings under French insolvency law will prevent the Issuer from having recourse against such collateral provider for the repayment of collections under those assets transferred as collateral security which are commingled with other funds of such collateral provider.</p> <p>(x) Operating risks involving information systems: the security of the Group's information systems is managed within Crédit Mutuel Arkéa.</p> <p>(xi) French insolvency laws: insolvency and examinership laws in France could limit the ability of the Noteholders to enforce their rights under the French law Privileged Notes. The Issuer is subject to French laws and proceedings affecting creditors' rights. However, the Issuer is a <i>société de crédit foncier</i> and as such benefits from a regime which derogates in many ways from the French legal provisions relating to insolvency proceedings. Furthermore, the French Monetary and Financial Code contains specific provisions applicable in case of the opening of an insolvency proceeding of a credit institution (<i>établissement de crédit</i>).</p> <p>(xii) Bank Recovery and Resolution Directive: the powers set out in the bank recovery and resolution directive (the "BRRD") and the single resolution mechanism regulation impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. In particular, French law Privileged Notes may be subject to write-down or conversion into equity which may result in their holders losing some or all</p>
--	--	---

		<p>of their investment. The exercise of any power under the BRRD or the single resolution mechanism regulation or any suggestion of such exercise could, therefore, materially adversely affect the rights of holders of French law Privileged Notes, the price or value of their investment in any French law Privileged Notes and/or the ability of the Issuer to satisfy its obligations under any French law Privileged Notes.</p> <p>(xiii) Implementation of a future European legislation on covered bonds: the European Commission has published a proposal for a Directive and for a Regulation on the issue of covered bonds, aiming for the establishment of a framework to enable a more harmonized covered bond market in the European Union. These proposals are still being discussed. If the proposed Directive and Regulation are adopted and depending on the implementation by each of the member states of the European Union (and in particular France), the Issuer may be impacted.</p> <p>(xiv) Risks factors linked to the Borrower include the following:</p> <ul style="list-style-type: none"> - the Issuer bears the risk relating to the Borrower's ability to pay under the Facility Agreement; - the credit rating of the French law Privileged Notes may be affected by various factors; - the risks related to the unilateral disaffiliation of Crédit Mutuel Arkéa Group from Crédit Mutuel <p>(a) Implementation of the Crédit Mutuel Arkéa Group's unilateral disaffiliation from the Crédit Mutuel</p> <p>Since late 2014, Crédit Mutuel Arkéa has been involved in a series of disputes with CNCM, Crédit Mutuel's central body, relating primarily to potential conflicts of interest between the central body and one of its affiliates. These disputes mainly concern administrative, technical and financial supervision by CNCM and the use of the "Crédit Mutuel" name.</p> <p>This situation led Crédit Mutuel Arkéa's board of directors, at its meeting of 17 January 2018, to authorise Crédit Mutuel Arkéa Group's senior management to take all actions enabling Crédit Mutuel Arkéa to become a cooperative and mutual banking group independent from the rest of Crédit Mutuel.</p> <p>The directors of the local savings banks and the directors of the <i>Crédit Mutuel de Bretagne</i>, <i>Crédit Mutuel du Sud-Ouest</i> and <i>Crédit Mutuel Massif Central</i> federations were requested to vote during the first half of 2018. At the conclusion of the consultation process initiated by the Crédit Mutuel Arkéa Group's local savings banks, and after the federations' Boards of Directors had met, the Crédit Mutuel Arkéa Group certified the results of the votes cast by the 307 local banks: 94.5% of the local savings banks voted in favor of Crédit Mutuel Arkéa's independence, which will thus become a cooperative and territorial group with mutualist values, independent from the rest of Crédit Mutuel. This historic inaugural vote, which binds all stakeholders, definitively marks the departure will of the Crédit Mutuel Arkéa Group from the Crédit Mutuel.</p> <p>The Crédit Mutuel Arkéa Group will now begin operational implementation of its unilateral disaffiliation.</p> <p>At its meeting of 29 June 2018, Crédit Mutuel Arkéa's board of directors approved the planned organizational structure of the future independent group and called on the local savings banks to convey their opinion, starting in the fall of 2018, on the implementation of this structure. It was also decided that Crédit Mutuel Arkéa will do business under a name other than "Crédit Mutuel". Nevertheless, operational implementation of Crédit Mutuel Arkéa Group's unilateral disaffiliation must be approved by the local savings banks.</p> <p>It is anticipated that, after the unilateral disaffiliation of the Crédit Mutuel</p>
--	--	--

		<p>Arkéa Group from the Crédit Mutuel, the local savings banks will become Local Cooperative Companies ("LCCs") and will retain their status as cooperative companies with variable capital that, together with Arkéa (which will then become the "Arkéa Group"), will form a union of cooperatives, pursuant to Act 47-1775 of 10 September 1947 which created cooperative status (the "1947 Act"). The corporate purpose of the new LCCs will be refocused on their primary objective: to develop the cooperative shareholder base and facilitate access to banking and financial services. They will thus be responsible, in particular, for promoting cooperative and mutualist values and for advising cooperative shareholders and clients within their geographical purview.</p> <p>To do so, all regulated financial activities of the local savings banks will be contributed or sold to Arkéa Group, which at the same time will open local branches within the banks. Moreover, under this new organization, all banking operations and investment services will thereafter be carried out by the Arkéa Group local branch opened in the LCCs' premises.</p> <p>To perform their intermediation activities, the LCCs could, if necessary, opt for the status of banking transaction and payment services intermediaries, insurance intermediaries and/or tied agents of Arkéa Group for the provision of investment services.</p> <p>Each LCC could also advise the local branch of Arkéa Group with which it is affiliated for the purpose of providing appropriate banking and financial services to its cooperative shareholders.</p> <p>In accordance with the 1947 Act, each cooperative shareholder could continue to take part in the LCCs' corporate procedures under the "one person, one vote" principle and run for a position on his/her LCC's board of directors. The LCCs will continue to be the sole holders of the class A common shares issued by Arkéa Group. In other words, Arkéa Group's governance would be rooted in the involvement and participation of each LCC.</p> <p>In addition, an affiliation agreement between all LCCs and Arkéa Group will be entered into for a term of 99 years with the aim of implementing solidarity, mutual assistance and support mechanisms to further the achievement of the LCCs' primary mission, i.e., to promote access to banking and financial services for all.</p> <p>Regional federations will be set up to structure the operation and governance of the LCCs.</p> <p>Crédit Mutuel Arkéa Group's proposed organizational structure: please refer to the section B.5. entitled "Description of the Group".</p> <p>(b) Risks due to the complexity of the situation and risks associated with the Crédit Mutuel Arkéa Group's disaffiliation from the Crédit Mutuel</p> <p>The situation in relation to the Crédit Mutuel Arkéa Group's proposed disaffiliation from the Crédit Mutuel is unprecedented and particularly complex to achieve. Investors' attention is drawn to the complexity of the situation related to the Crédit Mutuel Arkéa Group's disaffiliation from the Crédit Mutuel and generates uncertainties and associated risks. In addition, any commercial stakes linked to the loss of the "Crédit Mutuel" brand and the adoption by Crédit Mutuel Arkéa of a name and commercial brands that do not include the terms "Crédit Mutuel" must be taken into consideration.</p> <p>Prior making any investment decision, prospective investors should conduct an in-depth analysis of the unilateral disaffiliation project, the Crédit Mutuel Arkéa Group's planned organizational structure as described above and the related uncertainties and associated risks, as described below. In particular, investors should carefully consider all the information included in this Base Prospectus and, especially when making their investment decision, the risk</p>
--	--	--

		<p>factors related to the change in the organization of the main shareholders of cooperative shares and the risks related to the unilateral disaffiliation of Crédit Mutuel Arkéa's Group from the Crédit Mutuel listed in this Base Prospectus.</p> <p>The disaffiliation of the Crédit Mutuel Arkéa Group will not change its status as a cooperative and territorial group with mutualist values. However, its disaffiliation from the Crédit Mutuel will engender consequences that may be difficult for investors to assess but that should be understood and analysed before making any investment decision. Due to its unprecedented situation, Crédit Mutuel Arkéa cannot guarantee that the project will be completed, that it will not be subject to major changes compared to what was originally planned or that new difficulties will not emerge during its implementation.</p> <p>(c) Risks in relation to local savings banks</p> <p><i>Uncertainties about the possibility for the local savings banks to continue issuing cooperative shares by making public offerings and possible loss of the local savings banks' banking licenses</i></p> <p>As a result of the local savings banks' unilateral disaffiliation from the Crédit Mutuel, they will cease to be covered by the group banking license granted pursuant to Article R. 511-3 of the French Monetary and Financial Code, which could impact their ability to issue cooperative shares to the public in the future. Until now, public offerings of cooperative shares have been an essential source of financing for Crédit Mutuel Arkéa. The inability of local savings banks to continue making public offerings could have a major impact on the financial position of the Crédit Mutuel Arkéa Group if an alternative plan is not put in place. A share issue program is under discussion with the French Banking Authority (<i>Autorité de contrôle prudentiel et de résolution</i>) and the European Central Bank ("ECB"). There is no certainty that the proposed program will be accepted by the authorities.</p> <p>Crédit Mutuel Arkéa's analysis of the implementation of Crédit Mutuel Arkéa Group's unilateral disaffiliation from the Crédit Mutuel has confirmed that the class A, B and C cooperative shares that have been issued by the local savings banks to date would not be affected.</p> <p>The legal basis for early redemption of the class A, B and C cooperative shares is found in (i) the 1947 Act and (ii) Regulation (EU) No. 575/2013 of 26 June 2013 due to the capital nature of the cooperative shares. These laws do not provide for early redemption on the grounds of loss of the local savings banks' banking license or a change in their corporate purpose, provided they retain their cooperative status.</p> <p>Moreover, the contractual terms of the class A, B and C cooperative shares do not provide for early redemption in the event the local savings banks that are converted into LCCs lose their banking license.</p> <p><i>Risk associated with the future status of the local savings banks that voted against the proposed unilateral disaffiliation</i></p> <p>The local savings banks that voted against the unilateral disaffiliation from the Crédit Mutuel, or that choose not to take part in the vote, may decide not to join this new organization. They may opt to remain a part of Crédit Mutuel, in an organizational structure yet to be defined by the Crédit Mutuel. However, the results of the vote on the Crédit Mutuel Arkéa Group's proposed independence are not necessarily an indication of the outcome of the local savings banks' future vote on the operational implementation of this unilateral disaffiliation from the Crédit Mutuel. Because each local savings bank's vote in the first half of 2018 was merely a straw poll, each local savings bank will be asked to vote on the Crédit Mutuel Arkéa Group's unilateral disaffiliation implementation.</p> <p>Local savings banks that choose to vote against unilateral disaffiliation will</p>
--	--	---

		<p>have to join the Crédit Mutuel in order to be covered by a new group banking license. This new affiliation is not grounds for early redemption of the class A, B and C cooperative shares. However, these local savings banks will be repaid the value of the ordinary class A Crédit Mutuel Arkéa shares they hold.</p> <p>More specifically, with respect to the local savings banks that are members of the <i>Crédit Mutuel Massif Central</i> federation, at the Crédit Mutuel Arkéa board of directors' meeting held on 17 January 2018, the Crédit Mutuel Arkéa Group requested the local savings banks of the <i>Crédit Mutuel de Bretagne</i>, <i>Crédit Mutuel du Sud-Ouest</i> and <i>Crédit Mutuel Massif Central</i> federations to initiate consultations on the Crédit Mutuel Arkéa Group's proposed independence. The board of directors of the <i>Crédit Mutuel Massif Central</i> federation opposed the principle of consulting the boards of directors of the local savings banks within its purview. Nevertheless, a consultation was initiated by six of the thirty local savings banks that are members of the <i>Crédit Mutuel Massif Central</i> federation.</p> <p><i>Risks associated with the final vote of the cooperative shareholders</i></p> <p>Operational implementation of Crédit Mutuel Arkéa Group's unilateral disaffiliation must be voted on and approved by the local savings banks' boards of directors. Local savings banks that vote in favor of disaffiliation from the Crédit Mutuel will be required to convene an extraordinary general shareholders' meeting to approve <i>inter alia</i> the relevant amendments to their articles of incorporation. The results of the straw poll on the Crédit Mutuel Arkéa Group's proposed independence plan are not necessarily an indication of the outcome of the local savings banks' future vote on the operational implementation of this unilateral disaffiliation from the Crédit Mutuel. There is no certainty as to the outcome of the local savings banks' future votes.</p> <p>At this stage, there is no certainty as to how this situation may play out and/or when it will be resolved.</p> <p>(d) Risks in relation to Crédit Mutuel Arkéa</p> <p>At the conclusion of the unilateral disaffiliation of the Crédit Mutuel Arkéa Group from the Crédit Mutuel, whose central body is the CNCM, the Arkéa Group will continue to be structured around Arkéa Group (currently Crédit Mutuel Arkéa), which will be licensed as a cooperative bank and directly supervised by the French Banking Authority (<i>Autorité de contrôle prudentiel et de résolution</i>) and the ECB.</p> <p><i>Risks associated with the approval of the supervisory authorities</i></p> <p>In accordance with the French Monetary and Financial Code, at the time of Crédit Mutuel Arkéa's unilateral disaffiliation from the Crédit Mutuel, the CNCM, as its central body, should notify the French Banking Authority (<i>Autorité de contrôle prudentiel et de résolution</i>) of Crédit Mutuel Arkéa's unilateral disaffiliation.</p> <p>Implementation of the proposed unilateral disaffiliation is subject to the approval of the French Banking Authority (<i>Autorité de contrôle prudentiel et de résolution</i>) and the ECB concerning the banking authorization of Crédit Mutuel Arkéa and the local savings banks attached to it, and these authorities will be required to make a decision thereon when the central body notifies the French Banking Authority (<i>Autorité de contrôle prudentiel et de résolution</i>) of each Crédit Mutuel Arkéa Group entity's loss of affiliate status in accordance with Article L. 511-31 of the French Monetary and Financial Code. At this stage, discussions are under way with each of these authorities. However, there is no assurance that their approval will be obtained, and the time frame and conditions for obtaining such approval are uncertain. Changing Crédit Mutuel Arkéa's corporate name will also require the prior approval of these authorities.</p>
--	--	---

		<p><i>Risk associated with prudential calculations</i></p> <p>The Crédit Mutuel Arkéa Group's disaffiliation from the Crédit Mutuel may result in a change in the weighted risk calculation internal model, which may generate higher capital requirements, or may require a transition to a standard model.</p> <p>As of 31 December 2017, credit risk was assessed on the basis of net risk exposure totaling €88 billion, of which:</p> <ul style="list-style-type: none"> - risk exposure totaling €58.3 billion was measured using an internal rating approach; and - risk exposure totaling €29.7 billion was already measured using a standard approach. Therefore, the disaffiliation from the Crédit Mutuel may lead to a review of the weighted risk assessment method for the €58 billion in risk exposure that is currently measured using an internal rating approach. <p><i>Risks associated with compensation claims by the CNCM</i></p> <p>On 19 June 2018, the CNCM issued a press release in which it raised the possibility of claiming compensation from the Crédit Mutuel Arkéa Group on "the basis of the € 3.5 billion in accumulated reserves of Crédit Mutuel Arkéa and its local savings banks, for the retrocession to Crédit Mutuel of the pooling profit created the community of customers and cooperative shareholders" and compensation for the "losses caused, in particular as a result of the need to reestablish its network in the Southwest and Brittany." Crédit Mutuel Arkéa considers this communication to be misleading because it lacks any legal basis, either as regards the calculation bases mentioned or as regards the very principle of compensation. To the date of this Base Prospectus, the Crédit Mutuel Arkéa Group has not received any formal and substantiated demand. However, if such a demand is made, Crédit Mutuel Arkéa will dispute it.</p> <p><i>Risks associated with Crédit Mutuel Arkéa's governance</i></p> <p>At its meeting held on 20 April 2018, the CNCM's board of directors proposed new draft articles of incorporation for the CNCM that would enable it to expel key executives of the regional federations. In reaction thereto, Crédit Mutuel Arkéa's general shareholders' meeting held on 16 May 2018 adopted a resolution authorising Crédit Mutuel Arkéa's board of directors, its Chairman and the executives effectively running Crédit Mutuel Arkéa to decide to unilaterally disaffiliate from the CNCM in the event of hostile action. This exit would be carried out by exercising the right of withdrawal available to any member of a 1901 Act association such as the CNCM. These new provisions of the articles of incorporation were approved by CNCM's general shareholders' meeting held on 31 May 2018 and were then approved by the Economy and Finance Minister in a letter dated 10 July 2018.</p> <p><i>Litigation risks</i></p> <p>Implementation of the Crédit Mutuel Arkéa Group's unilateral disaffiliation from the Crédit Mutuel creates the risk that the CNCM may legally challenge the Crédit Mutuel Arkéa Group's unilateral disaffiliation.</p> <p>Moreover, operational implementation of the Crédit Mutuel Arkéa Group's disaffiliation may generate litigation or various claims against Crédit Mutuel Arkéa by the Group's customers or counterparties, in particular due to the unprecedented nature of such disaffiliation.</p> <p><i>Risk associated with the loss of inter-federation solidarity</i></p> <p>Crédit Mutuel Arkéa will lose the benefit of the inter-federation solidarity mechanism if the Crédit Mutuel Arkéa Group becomes independent from Crédit Mutuel as described above. However, Crédit Mutuel Arkéa has its own solidarity mechanism, which would function in the first instance. An</p>
--	--	---

		<p>affiliation agreement between LCCs and Arkéa Group will be entered into for a term of 99 years with the aim of implementing solidarity, mutual assistance and support mechanisms to further the achievement of the LCCs' primary mission, i.e., to promote access to banking and financial services for all.</p> <p>At this stage, there is no certainty as to how this situation may play out and/or when it will be resolved.</p>
D.3	<p><i>Key information on the key risks that are specific to the French law Privileged Notes</i></p>	<p><i>Prospective investors should also consider the following risk factors relating to the French law Privileged Notes and the market generally</i></p> <p><i>Risks related to the French law Privileged Notes</i></p> <p><i>General risks related to the French law Privileged Notes</i></p> <ul style="list-style-type: none"> (i) the French law Privileged Notes may not be a suitable investment for all investors, each prospective investor having to determine, based on its personal assessment and with the help of any adviser depending on the circumstances, the suitability of an investment in the French law Privileged Notes in light of its own circumstances; (ii) the terms and conditions of the French law Privileged Notes may be modified by a collective decision of a defined majority of French law Privileged Noteholders, binding all French law Privileged Noteholders including French law Privileged Noteholders who did not attend and vote at the relevant General Meeting or who did not vote through the relevant Written Unanimous Decision and French law Privileged Noteholders who voted in a manner contrary to the majority; (iii) the laws and regulations applicable to the French law Privileged Notes may be amended; (iv) the French law Privileged Noteholders may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the French law Privileged Notes are transferred or other jurisdictions; (v) if French law should require that any payments in respect of any French law Privileged Notes be subject to withholding or deduction in respect of any taxes or duties whatsoever, the Issuer will not pay any additional amounts in respect of any such withholding or deduction; (vi) the implementation of CRD IV package could affect the risk weighting of the French law Privileged Notes in respect of certain investors; (vii) transactions in French law Privileged Notes could be subject to a future European financial transaction tax; and (viii) none of the Issuer, the dealer(s) (the "Dealer(s)") nor any of their respective affiliates makes any representation to any prospective investor in the French law Privileged Notes regarding the legality of its investment under any applicable laws. <p><i>Risks related to the structure of the issue of the French law Privileged Notes</i></p> <ul style="list-style-type: none"> (i) [the French law Privileged Noteholders may be subject to optional redemption by the Issuer which may impact their market value;] (ii) [soft bullet maturity French law Privileged Notes may be redeemed after their initial maturity date;] (iii) [the French law Privileged Notes may be issued with particular features of interest rates, including [fixed rate interest (in such case, subsequent changes in market interest rates may adversely affect the value of such French law Privileged Notes) / floating rate interest (the market value of floating rate French law Privileged Notes may be volatile) / fixed/CMS rate interest, CMS/fixed rate interest (the market value of CMS linked notes may be volatile) / fixed/floating rate interest, floating/fixed rate interest, fixed/fixed

		<p>rate interest, floating/floating rate interest (the Issuer's ability to convert the interest rate may affect the secondary market and the market value of such French law Privileged Notes) / inverse floating rate interest and inverse CMS rate interest (the market values of inverse floating rate notes and inverse CMS rate notes are more volatile than market values of other conventional floating rate debt securities based on the same reference rate));]</p> <p>(iv) [zero coupon French law Privileged Notes may be subject to higher price fluctuations than non-discounted bonds;]</p> <p>(v) French law Privileged Notes issued at a substantial discount or premium from their principal amount: the market values of such French law Privileged Notes tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities;</p> <p>(vi) potential conflict of interest may arise between the Arranger, the person(s) appointed as Dealer(s) in respect of the issue of the French law Privileged Notes or their respective affiliates or the Calculation Agent; and</p> <p>(vii) The Benchmarks regulation (as defined below) and other reforms of "benchmarks" as well as the different administration or discontinuance in the future of certain benchmark rates, including LIBOR, may adversely affect the value of French law Privileged Notes linked to or referencing such "benchmarks". In fact, the LIBOR, the EURIBOR and other types of indices which may be deemed to be "benchmarks" have been the subject of recent national and international guidance and proposals for reform. The benchmarks regulation was published in the European official journal on 29 June 2016 (the "Benchmarks Regulation"). Provisions of the Benchmarks Regulation came into force on 1 January 2018. The Benchmarks Regulation could have a material impact on the French law Privileged Notes linked to a "benchmark" index (i) if, subject to any applicable transitional provisions, its administrator or the benchmark is not entered in or is removed from ESMA's register of Benchmarks Regulation approved benchmarks or (ii) if the methodology or other terms of the "benchmark" could be changed in order to comply with the terms of the Benchmarks Regulation.</p> <p>The continuation of LIBOR on the current basis is not guaranteed after 2021. It is not possible to predict whether, and to what extent, panel banks will continue to provide LIBOR submissions to the administrator of LIBOR going forwards. This may cause LIBOR to perform differently than it did in the past and may have other consequences that cannot be predicted.</p> <p><i>Risks related to the market generally</i></p> <p>(i) the market value of the French law Privileged Notes will be affected by the creditworthiness of the Issuer and a number of additional factors, including but not limited to, the volatility of market interest and yield rates and the time remaining to the maturity date;</p> <p>(ii) an active market for the French law Privileged Notes may not develop or be sustained and investors may not be in a position to easily sell their French law Privileged Notes or to sell them at a price offering a yield comparable to similar products for which an active market would have otherwise developed;</p> <p>(iii) the Issuer pays the principal and interest on the French law Privileged Notes in the currency as agreed between the Issuer and [the Dealers / the Joint Lead Managers]. This presents certain currency conversion risks if the investor's financial activities are principally conducted in a different currency or monetary unit than the currency of the French law Privileged Notes;</p> <p>(iv) independent rating agencies may assign a rating to French law Privileged Notes issued under the Programme. Such rating does not reflect the potential impact of the risk factors that may affect the value of the French law Privileged Notes issued under the Programme; and</p> <p>(v) legal investment considerations: investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by</p>
--	--	---

		certain authorities that should be taken into account by such investors before investing in the French law Privileged Notes.
Section E - Offer		
E.2b	<i>Reasons for the offer and use of proceeds</i>	<p>The net proceeds of the issue of the French law Privileged Notes will be used for financing assets referred to in article L.513-4 of the French Monetary and Financial Code.</p> <p>The estimated net proceeds of the issue are [●] (<i>insert amount or, in case of public offer, manner in, and date on which, such amount to be made public. If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds are insufficient to fund all proposed uses, state amount and sources of other funding</i>).</p>
E.3	<i>Terms and conditions of the offer</i>	<p>[Not applicable. The French law Privileged Notes are not offered to the public] /</p> <p>[French law Privileged Notes may be offered to the public in [France/Luxembourg] and/or in [●] (<i>any other member state of the EEA, provided the Issuer has requested the CSSF to notify the competent authority of the relevant member state of the certificate of approval in order for the Notes to be offered to the public in such member state</i>).</p> <p>The offer and sale of the French law Privileged Notes is subject to selling restrictions notably in the following jurisdictions: [Japan, the United States of America and the EEA, including France, Federal Republic of Germany, Italy, Netherlands and the United Kingdom].</p> <p><i>Offer Period</i></p> <p>The period from [●] until [●].</p> <p><i>Offer price</i></p> <p>The offer price is [●].</p> <p><i>Conditions to which the offer is subject</i></p> <p>[●] (<i>insert the details relating to the conditions to which the offer is subject</i>).</p> <p><i>Description of the application process</i></p> <p>[●] (<i>insert a description of the application process</i>).</p> <p><i>Details of the minimum and/or maximum amount of application</i></p> <p>[●] (<i>insert details of the minimum and/or maximum amount of application</i>).</p> <p><i>Manner in and date on which results of the Offer are to be made public</i></p> <p>[●] (<i>insert details on the manner in and date on which results of the offer are to be made public</i>).</p>
E.4	<i>Description of any interest that is material to the issue/offer including conflicting interests</i>	<p>Certain conflicts of interest may arise during the life of the Programme as a result of various factors involving the Issuer and certain counterparties of the Issuer including because [(i)] Crédit Mutuel Arkéa acts in several capacities under the agreements relating to the Programme [and (ii) the French law Privileged Notes are distributed by institution related to Crédit Mutuel Arkéa].</p> <p>[Save for any fees payable to the Dealer(s) / [Joint] Lead Manager(s),] [S/s]o far as the Issuer is aware, no person involved in the issue of the French law Privileged Notes has an interest material to the offer (<i>to be amended as appropriate if there is other interest material to the issue</i>) / [●] (<i>other, specify</i>)).</p>
E.7	<i>Estimated expenses charged to the investor by the Issuer or the offeror</i>	[The estimated expenses charged to the investor by the Issuer are [●]. / Not applicable. There are no expenses charged to the investor by the Issuer.]

RESUME

Le présent résumé est fourni pour les besoins de l'émission par l'Emetteur d'Obligations Sécurisées de droit français d'une valeur nominale inférieure à 100.000 euros (ou la contre-valeur de ce montant dans toute autre devise à la date d'émission). Les personnes investissant dans des Obligations Sécurisées de droit français d'une valeur nominale supérieure ou égale à 100.000 euros (ou la contre-valeur de ce montant dans toute autre devise à la date d'émission) ne doivent pas se fonder sur ce résumé, de quelque manière que ce soit, et l'Emetteur n'accepte aucune responsabilité envers ces investisseurs.

Le présent résumé est constitué d'éléments d'information, qui sont connus sous le nom d'"Eléments" et dont la communication est requise par l'annexe XXII du Règlement CE/809/2004 de la Commission en date du 29 avril 2004, tel que modifié. Ces Eléments sont numérotés dans les Sections A – E (A.1 – E.7).

Le présent résumé contient tous les Eléments devant être inclus dans un résumé pour ce type de titres et d'émetteur. Dans la mesure où certains Eléments ne sont pas requis, il peut y avoir des écarts dans la séquence de numérotation des Eléments.

Même si un Elément peut être requis dans le résumé en raison du type de titres et d'émetteur, il est possible qu'aucune information pertinente ne puisse être donnée au titre de cet Elément. Dans ce cas une courte description de l'Elément est incluse dans le résumé avec la mention "Sans objet".

Section A — Introduction et avertissements		
A.1	<i>Avertissement général relatif au résumé</i>	<p>Ce résumé doit être lu comme une introduction au Prospectus de Base.</p> <p>Toute décision d'investir dans les Obligations Sécurisées de droit français doit être fondée sur un examen exhaustif du Prospectus de Base par l'investisseur.</p> <p>Lorsqu'une action concernant l'information contenue dans le Prospectus de Base est intentée devant un tribunal, l'investisseur plaignant peut, selon la législation nationale des Etats membres, avoir à supporter les frais de traduction du Prospectus de Base et des Conditions Définitives concernées (ensemble, le "Prospectus") avant le début de la procédure judiciaire.</p> <p>Seule la responsabilité civile des personnes ayant présenté le résumé, y compris sa traduction, peut être engagée, mais uniquement si le contenu du résumé est trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus ou s'il ne fournit pas, lu en combinaison avec les autres parties du Prospectus, les informations clés permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans les Obligations Sécurisées de droit français.</p>
A.2	<i>Informations relatives au consentement de l'Emetteur à l'utilisation du Prospectus</i>	<p>[Sans Objet. Il n'y a pas d'offre non-exemptée d'Obligations Sécurisées de droit français.] /</p> <p>[Sous réserve des conditions mentionnées dans le paragraphe suivant, l'Emetteur consent à l'utilisation du Prospectus dans des circonstances où il n'existe pas de dispense à l'obligation de publier un prospectus (une "Offre Non-exemptée") en vertu de la Directive 2003/71/CE du Parlement Européen et du Conseil en date du 4 novembre 2003, telle que modifiée (la "Directive Prospectus").</p> <p>Dans le cadre d'une Offre Non-exemptée, l'Emetteur consent à l'utilisation du Prospectus dans le cadre de la revente ultérieure d'Obligations Sécurisées de droit français ou leur placement final par tout intermédiaire financier, sous réserve des conditions ci-après :</p> <ul style="list-style-type: none"> - le consentement est seulement donné durant la période d'offre depuis [●] (période d'offre pour l'émission à indiquer ici) (la "Période d'Offre") ; - le consentement est seulement donné pour l'utilisation du Prospectus [en France / au Luxembourg] ; et - le consentement est seulement donné à [[●] (nom de(s) (l')intermédiaire(s) financier(s) dûment autorisé(s) à indiquer ici)] / [tout intermédiaire financier qui remplit les conditions suivantes : (a) qui agit conformément à toutes les lois, règles, réglementations et recommandations applicables de toute autorité (les

		<p>"Règles"), à tout moment et notamment, dans chacun des cas, les Règles relatives à la fois à l'opportunité ou à l'utilité de tout investissement dans les Obligations Sécurisées de droit français par toute personne et à la divulgation à tout investisseur potentiel ; (b) qui respecte les restrictions énoncées dans la partie intitulée "Subscription and Sale" du Prospectus de Base qui s'appliquent comme s'il s'agissait d'un agent placeur nommé dans le cadre du programme d'émission de titres (<i>Euro Medium Term Notes</i>) de 10.000.000.000 d'euros (le "Programme") ou dans le cadre d'une émission spécifique ; (c) qui respecte le marché cible et les circuits de distribution du producteur concerné tels qu'identifiés au paragraphe "MiFID II <i>product governance</i>" dans les Conditions Définitives ; (d) qui s'assure que tous les frais (et toutes les commissions ou avantages de toute nature) reçus ou payés par cet intermédiaire financier en raison de l'offre ou de la cession des Obligations Sécurisées de droit français sont entièrement et clairement communiqués aux investisseurs ou aux investisseurs potentiels ; (e) qui détient tous les permis, autorisations, approbations et accords nécessaires à la sollicitation, ou à l'offre ou la cession des Obligations Sécurisées de droit français, en application des Règles ; (f) qui conserve les dossiers d'identification des investisseurs au moins pendant la période minimum requise par les Règles applicables et doit, sur demande, mettre ses registres à la disposition des Agent(s) Placeur(s) (tel que défini ci-après) concerné(s) et de l'Emetteur ou les mettre directement à la disposition des autorités compétentes dont l'Emetteur et/ou le(s) Agent(s) Placeur(s) concerné(s) dépendent afin de permettre à l'Emetteur et/ou aux Agent(s) Placeur(s) concerné(s) de respecter les Règles relatives à la lutte contre le blanchiment d'argent, à la lutte contre la corruption et les règles de connaissance du client (<i>know your customer</i>) applicables à l'Emetteur et/ou aux Agent(s) Placeur(s) concerné(s) ; (g) qui n'entraîne pas, directement ou indirectement, la violation d'une Règle par l'Emetteur ou les Agent(s) Placeur(s) concerné(s) ou qui ne soumet pas l'Emetteur ou les Agent(s) Placeur(s) concerné(s) à l'obligation d'effectuer un dépôt, d'obtenir une autorisation ou un accord dans tout pays ; et (h) qui remplit toute condition supplémentaire précisée dans les Conditions Définitives] (chacun un "Offrant Autorisé").</p> <p>Les informations relatives aux modalités de l'Offre Non-exemptée devront être communiquées aux investisseurs par l'Offrant Autorisé concerné au moment de l'Offre Non-exemptée.]</p>
Section B — Emetteur		
B.1	<i>Raison sociale et nom commercial de l'Emetteur</i>	Arkéa Public Sector SCF (l'" Emetteur ")
B.2	<i>Siège social et forme juridique de l'Emetteur, législation régissant ses activités ainsi que son pays d'origine</i>	<p>L'Emetteur est une société anonyme de droit français, dont le siège social est situé 1, rue Louis Lichou - 29480 Le Relecq-Kerhuon – France, agréé en tant qu'établissement de crédit spécialisé par l'Autorité de contrôle prudentiel et de résolution et a adopté le statut de société de crédit foncier.</p> <p>L'Emetteur est régi par :</p> <p>(a) le Code de commerce ; et</p> <p>(b) le Code monétaire et financier, et en particulier, les articles L.513-2 et suivants du Code monétaire et financier applicables aux sociétés de crédit foncier.</p>
B.4b	<i>Description de toute tendance connue ayant des répercussions sur l'Emetteur et ses secteurs d'activité</i>	<p>Arkéa Public Sector SCF, en tant qu'émetteur d'obligations foncières, intervient sur le marché des titres sécurisés. En 2018, les volumes initiaux des titres sécurisés en euros ont continué à diminuer par rapport aux années précédentes malgré la résilience de cette classe d'actifs à la volatilité du marché. L'action de la Banque centrale européenne par le biais de son programme d'achat (CBPP3) a contribué à maintenir cette stabilité, mais l'incertitude relative à la fin dudit programme influe sur les volumes émis et les écarts de taux.</p> <p>De plus, la législation et la réglementation applicables aux institutions financières et</p>

		<p>ayant un impact sur l'Emetteur ont significativement évolué depuis 2008 et le début de la crise financière.</p> <p>Plus généralement, les régulateurs et législateurs français et européens sont à tout moment susceptibles de prendre des mesures nouvelles ou différentes qui pourraient impacter significativement le système financier dans son ensemble ou l'Emetteur en particulier.</p> <p>Le 12 mars 2018, la Commission Européenne a publié une proposition de directive et de règlement sur l'émission des obligations sécurisées afin d'établir un cadre juridique permettant une harmonisation du marché des obligations sécurisées au sein de l'Union Européenne. La proposition de directive comprend notamment des règles relatives à l'émission des obligations sécurisées, à la commercialisation des obligations sécurisées en tant qu'"Obligations Sécurisées européennes", aux caractéristiques structurantes des obligations sécurisées (composition de l'actif, dérivés, liquidité...) et supervision des régulateurs. La proposition de règlement modifierait principalement l'article 129 du règlement (UE) 575/2013 et ajouterait des règles en matière de surcollatéralisation minimum et de valeurs de remplacement.</p> <p>Merci de se référer à la section B.5 ci-dessous "<i>Description du groupe de l'Emetteur et de la place qu'y occupe l'Emetteur</i>" pour une description de la désaffiliation unilatérale du groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel.</p>
B.5	<i>Description du groupe de l'Emetteur et de la place qu'y occupe l'Emetteur</i>	<p>L'Emetteur est la société de crédit foncier du groupe Crédit Mutuel Arkéa (le "Groupe" ou "Groupe Crédit Mutuel Arkéa"). Le Groupe est un entrepreneur de la banque et de l'assurance réunissant les fédérations de Crédit Mutuel de Bretagne, du Sud-Ouest et Massif Central ainsi que des filiales spécialisées qui couvrent tous les métiers de la sphère financière. L'unité de base du Groupe est la Caisse locale de Crédit Mutuel. Chaque Caisse locale de Crédit Mutuel couvre une zone géographique limitée et son capital est détenu par les clients sous forme de parts sociales.</p> <p>A la date des présentes, 99,9 % du capital social de l'Emetteur est détenu par Crédit Mutuel Arkéa.</p> <p>Crédit Mutuel Arkéa est affilié à la Confédération Nationale du Crédit Mutuel ("CNCM"), organe central du Crédit Mutuel. Depuis la fin 2014, Crédit Mutuel Arkéa est impliqué dans des litiges avec la CNCM, portant notamment sur des conflits d'intérêts potentiels entre l'organe central et l'un de ses affiliés. Ces litiges concernent pour l'essentiel l'exercice de la supervision administrative, technique et financière par la CNCM ainsi que l'usage du nom "Crédit Mutuel".</p> <p>Cette situation a conduit le conseil d'administration de Crédit Mutuel Arkéa, qui s'est tenu le 17 janvier 2018, a donné mandat aux dirigeants du Groupe d'engager toute action permettant au Crédit Mutuel Arkéa de devenir un groupe bancaire coopératif et territorial, aux valeurs mutualistes, indépendant du reste du Crédit Mutuel.</p> <p>Les administrateurs de chaque Caisse locale de Crédit Mutuel et des fédérations du Crédit Mutuel de Bretagne, du Sud-Ouest et du Massif Central ont été invités à voter lors du premier semestre 2018. A l'issue du processus de consultation engagé par les Caisses locales du Groupe et de la tenue des conseils d'administration des fédérations, le Groupe a officialisé les résultats des votes des 307 Caisses locales qui se sont exprimées : 94,5 % des Caisses locales se sont prononcées en faveur de l'indépendance pour Crédit Mutuel Arkéa qui deviendra ainsi un groupe coopératif et territorial, aux valeurs mutualistes, indépendant du reste du Crédit Mutuel. Ce vote historique et fondateur, qui engage l'ensemble des parties prenantes, acte de façon définitive la volonté de départ du Groupe de l'ensemble Crédit Mutuel.</p> <p>Le Groupe va désormais engager la mise en œuvre opérationnelle de sa désaffiliation unilatérale. Le conseil d'administration de Crédit Mutuel Arkéa, en date du 29 juin 2018, a approuvé le schéma d'organisation cible du futur groupe indépendant et a appelé les Caisses locales à se prononcer à compter de l'automne 2018 sur la mise en œuvre de ce schéma. Il a par ailleurs été décidé que Crédit Mutuel Arkéa exercera ses activités sous une autre dénomination sociale que "Crédit Mutuel".</p> <p>Concernant plus précisément les Caisses locales adhérentes de la fédération du</p>

		<p>Crédit Mutuel Massif Central, il est rappelé que lors du conseil d'administration de Crédit Mutuel Arkéa en date du 17 janvier 2018, le Groupe a invité les Caisses locales des trois fédérations (Crédit Mutuel de Bretagne, du Sud-Ouest et du Massif Central) à engager une consultation relative au projet d'indépendance du Groupe. Le conseil d'administration de la fédération du Crédit Mutuel Massif Central s'est opposé au principe d'une consultation des Conseils d'administration des Caisses locales de son périmètre. Toutefois, la consultation a été engagée par 6 des 30 Caisses locales adhérentes de la fédération du Crédit Mutuel Massif Central.</p> <p>S'agissant du processus de convergence des Caisses locales adhérentes de la fédération du Crédit Mutuel Massif Central vers la Caisse Fédérale de Crédit Mutuel (CFCM), le conseil d'administration de la CNCM en date du 19 juin 2018 a donné son agrément préalable au projet de convergence du Crédit Mutuel Massif Central vers la CFCM. Les organes de gouvernance de la fédération et de la caisse régionale du Crédit Mutuel Massif Central en date du 29 juin 2018 ont approuvé le processus de convergence. A la date du présent Prospectus de Base, l'activité bancaire de chacune des trente Caisses locales du Crédit Mutuel Massif Central est exercée via l'agrément collectif de Crédit Mutuel Arkéa en qualité d'établissement de crédit.</p> <p>Schéma cible d'organisation du Groupe Crédit Mutuel Arkéa</p>
B.9	Prévision ou estimation du bénéfice et, le cas échéant, montant	<p>Sans objet.</p> <p>L'Emetteur ne fournit aucun chiffre relatif à une prévision ou estimation de son bénéfice.</p>
B.10	Description de la nature des éventuelles réserves sur les informations historiques contenues dans le rapport d'audit	<p>Sans objet.</p> <p>Les rapports des commissaires aux comptes relatifs aux comptes sociaux des exercices clos respectivement au 31 décembre 2016 et 31 décembre 2017 ne contiennent aucune réserve.</p>

B.12	Informations financières historiques significatives	<p>Le tableau ci-après indique les informations financières sélectionnées de l'Emetteur relatives au compte de résultat aux 30 juin 2018 et 30 juin 2017 et aux 31 décembre 2017 et 31 décembre 2016.</p> <table><tr><th>Informations financières sélectionnées de l'Emetteur relatives au compte de résultat (en milliers d'euros)</th><th>30 juin 2018</th><th>30 juin 2017</th><th>31 décembre 2017</th><th>31 décembre 2016</th></tr><tr><td>Produit net bancaire</td><td>558</td><td>542</td><td>1 131</td><td>758</td></tr><tr><td>Résultat brut d'exploitation</td><td>80</td><td>-10</td><td>66</td><td>-154</td></tr><tr><td>Résultat net</td><td>80</td><td>-10</td><td>66</td><td>-154</td></tr></table> <p>Le tableau ci-après indique les informations financières sélectionnées de l'Emetteur relatives au bilan aux 30 juin 2018 et 30 juin 2017 et aux 31 décembre 2017 et 31 décembre 2017.</p> <table><tr><th>Informations financières sélectionnées de l'Emetteur relatives au bilan (en milliers d'euros)</th><th>30 juin 2018</th><th>30 juin 2017</th><th>31 décembre 2017</th><th>31 décembre 2016</th></tr><tr><td>Total de l'actif</td><td>1 365 214</td><td>1 093 591</td><td>1 169 402</td><td>987 808</td></tr><tr><td>Dettes représentées par un titre</td><td>1 312 998</td><td>1 041 026</td><td>1 117 073</td><td>955 021</td></tr><tr><td>Capitaux propres</td><td>49 677</td><td>49 521</td><td>49 597</td><td>29 532</td></tr><tr><td>Total du passif</td><td>1 365 214</td><td>1 093 591</td><td>1 169 402</td><td>987 808</td></tr></table> <p>Les commissaires aux comptes de l'Emetteur ont (i) audité les états financiers de l'Emetteur aux 31 décembre 2016 et 31 décembre 2017 et (ii) revu les états financiers semestriels de l'Emetteur aux 30 juin 2017 et 30 juin 2018.</p>	Informations financières sélectionnées de l'Emetteur relatives au compte de résultat (en milliers d'euros)	30 juin 2018	30 juin 2017	31 décembre 2017	31 décembre 2016	Produit net bancaire	558	542	1 131	758	Résultat brut d'exploitation	80	-10	66	-154	Résultat net	80	-10	66	-154	Informations financières sélectionnées de l'Emetteur relatives au bilan (en milliers d'euros)	30 juin 2018	30 juin 2017	31 décembre 2017	31 décembre 2016	Total de l'actif	1 365 214	1 093 591	1 169 402	987 808	Dettes représentées par un titre	1 312 998	1 041 026	1 117 073	955 021	Capitaux propres	49 677	49 521	49 597	29 532	Total du passif	1 365 214	1 093 591	1 169 402	987 808
Informations financières sélectionnées de l'Emetteur relatives au compte de résultat (en milliers d'euros)	30 juin 2018	30 juin 2017	31 décembre 2017	31 décembre 2016																																											
Produit net bancaire	558	542	1 131	758																																											
Résultat brut d'exploitation	80	-10	66	-154																																											
Résultat net	80	-10	66	-154																																											
Informations financières sélectionnées de l'Emetteur relatives au bilan (en milliers d'euros)	30 juin 2018	30 juin 2017	31 décembre 2017	31 décembre 2016																																											
Total de l'actif	1 365 214	1 093 591	1 169 402	987 808																																											
Dettes représentées par un titre	1 312 998	1 041 026	1 117 073	955 021																																											
Capitaux propres	49 677	49 521	49 597	29 532																																											
Total du passif	1 365 214	1 093 591	1 169 402	987 808																																											
	Détérioration significative et changements significatifs	<p>Sans objet.</p> <p>Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale de l'Emetteur depuis le 30 juin 2018.</p> <p>Il ne s'est produit aucun changement défavorable significatif dans les perspectives de l'Emetteur depuis le 31 décembre 2017.</p>																																													
B.13	Description de tout évènement récent propre à l'Emetteur et présentant un intérêt significatif pour l'évaluation de sa solvabilité	<p>Sans objet.</p> <p>Il n'y a pas d'évènement récent impactant la solvabilité de l'Emetteur.</p>																																													
B.14	Déclaration concernant la dépendance de l'Emetteur à l'égard d'autres entités du groupe	<p>Merci de se référer à la section B.5 pour la description du Groupe.</p> <p>L'Emetteur dépend de tierces parties ayant accepté d'exercer des prestations de services pour son compte. En particulier, l'Emetteur dépend de Crédit Mutuel Arkéa ou de ses sociétés affiliées (ou de celles qui leur succéderaient) pour les activités suivantes :</p> <ul style="list-style-type: none">- la gestion de ses opérations conformément aux dispositions de l'article L. 513-15 du Code monétaire et financier ;- la gestion de ses risques ;- le montage et le contrôle des créances sur des personnes publiques ou totalement garanties par ces personnes publiques remises en pleine propriété à titre de garantie (tel que défini à la section B.15 ci-dessous) ;																																													

		<ul style="list-style-type: none"> - la couverture de ses engagements au titre des Obligations Sécurisées de droit français ; - l'apport de liquidités ; - l'ouverture et le fonctionnement de certains de ses comptes bancaires. <p>Sans préjudice de la garantie financière, l'Emetteur est également exposé au risque de crédit de Crédit Mutuel Arkéa en tant qu'emprunteur (l'"Emprunteur"), au titre des avances consenties par l'Emetteur.</p>
B.15	<i>Description des principales activités de l'Emetteur</i>	<p>Conformément à l'article L.513-2 du Code monétaire et financier qui définit l'objet exclusif des sociétés de crédit foncier et à l'article 2 des statuts de l'Emetteur, l'Emetteur a pour objet exclusif, tant en France qu'à l'étranger, l'exercice et la réalisation des activités et opérations ci-dessous :</p> <ul style="list-style-type: none"> - consentir des prêts ou opérations assimilées dans les conditions définies par les règles applicables aux sociétés de crédit foncier et dans les limites des autorisations accordées ; - financer des opérations de crédit dans les conditions définies par les règles applicables aux sociétés de crédit foncier au travers de l'émission d'obligations foncières ou toute autre ressource conformément aux règles applicables aux sociétés de crédit foncier ; et - conduire toute activité auxiliaire expressément autorisée par la réglementation applicable aux sociétés de crédit foncier pour la réalisation exclusive de son objet social. <p>Nonobstant la généralité de l'objet social de l'Emetteur, Arkéa Public Sector SCF a accepté de réduire ses activités à celles de consentir ou d'acquérir des expositions sur des personnes publiques telles que définies aux articles L.513-4 à L.513-5 du Code monétaire et financier et en particulier, consentir des prêts dans la mesure où ces prêts sont garantis, conformément aux articles L.211-38 et suivants du Code monétaire et financier par des remises en pleine propriété de créances sur des personnes publiques ou totalement garanties par elles.</p>
B.16	<i>Mesure dans laquelle l'Emetteur est directement ou indirectement détenu ou contrôlé</i>	<p>A la date des présentes, 99,9 % du capital social de l'Emetteur est détenu par Crédit Mutuel Arkéa.</p>
B.17	<i>Notation attribuée à l'Emetteur ou à ses titres d'emprunt</i>	<p>Notation attribuée à l'Emetteur</p> <p>Sans objet. L'Emetteur n'a pas fait l'objet d'une notation.</p> <p>Notation attribuée aux titres d'emprunt de l'Emetteur</p> <p>[Sans objet. Les Obligations Sécurisées de droit français n'ont pas été notées. / Les Obligations Sécurisées de droit français [devraient être/ont été] notées :</p> <ul style="list-style-type: none"> - [●] par Moody's Investors Service Ltd ; et - [●] par S&P Global Ratings. <p>Chacune des agences ci-dessus est établie dans l'Union Européenne et enregistrée conformément au Règlement (CE) n° 1060/2009 du Parlement européen et du Conseil en date du 16 septembre 2009 relatif aux agences de notation, tel que modifié (le "Règlement ANC") et figure sur la liste des agences de notation de crédit publiée sur le site internet de l'Autorité Européenne des Marchés Financiers (www.esma.europa.eu/page/List-registered-and-certified-CRAs) conformément au Règlement ANC.</p> <p>Une notation n'est pas une recommandation d'achat, de vente ou de détention de titres et peut, à tout moment, être suspendue, modifiée, ou retirée par l'agence de notation concernée.]</p>

Section C — Obligations		
C.1	<i>Nature, catégorie et numéro d'identification des Obligations Sécurisées de droit français</i>	<p>Les Obligations Sécurisées de droit français sont des obligations foncières au sens de l'article L.513-2 du Code monétaire et financier.</p> <p>Nature et catégorie</p> <p>Les Obligations Sécurisées de droit français sont des [obligations à taux fixe / obligations à taux variable / obligations zéro coupon / obligations indexées sur les taux CMS / obligations à taux fixe/taux variable / obligations à taux fixe/taux CMS / obligations à taux variable/taux fixe / obligations à taux CMS/taux fixe / obligations à taux fixe/taux fixe / obligations à taux variable/taux variable / obligations à taux variable inverse / obligations à taux CMS inverse]</p> <p>Numéro d'identification</p> <p>Le numéro d'identification international (ISIN) des Obligations Sécurisées de droit français est [●].</p> <p>Le code commun d'Obligations Sécurisées de droit français est [●].</p>
C.2	<i>Devise des Obligations Sécurisées de droit français</i>	Les Obligations Sécurisées de droit français sont émises en [●].
C.5	<i>Description de toute restriction imposée à la libre négociabilité des Obligations Sécurisées de droit français</i>	<p>Sans objet</p> <p>Il n'y a pas de restriction à la libre négociabilité des Obligations Sécurisées de droit français (sous réserve de l'application de restrictions de vente dans certaines juridictions).</p>
C.8	<i>Description des droits attachés aux Obligations Sécurisées de droit français</i>	<p>Rang des Obligations Sécurisées de droit français</p> <p>Le principal et les intérêts des Obligations Sécurisées de droit français bénéficient du privilège créé par l'article L.513-11 du Code monétaire et financier (le "Privilège") et les porteurs des Obligations Sécurisées de droit français (les "Porteurs") bénéficient de tous les droits prévus à l'article L.513-11 du Code monétaire et financier.</p> <p>Les Obligations Sécurisées de droit français [et, les coupons et reçus y afférents] constituent des engagements directs, inconditionnels, non subordonnés et sécurisés de l'Emetteur (tels que décrits ci-dessus) venant au même rang (<i>pari passu</i>) entre eux avec tous les autres titres présents ou futurs (y compris les titres de toutes autres souches) et les autres ressources émises par l'Emetteur bénéficiant du Privilège créé par l'article L.513-11 du Code monétaire et financier.</p> <p>Valeurs nominales</p> <p>La(les) valeur(s) nominale(s) des Obligations Sécurisées de droit français [est/sont (les Obligations Sécurisées Dématérialisées seront uniquement émises dans une (1) valeur nominale)] : [●] (la valeur nominale minimum des Obligations Sécurisées de droit français admises aux négociations sur un marché réglementé et/ou offertes au public dans un Etat membre de l'Espace Economique Européen dans des circonstances qui exigent la publication d'un prospectus en vertu de Directive Prospectus sera de 1.000 € (ou la contre-valeur de ce montant dans toute autre devise à la date d'émission de telles Obligations Sécurisées de droit français) ou de tout autre montant supérieur qui pourrait être autorisé ou requis par la banque centrale concernée (ou toute autre autorité équivalente) ou par toute loi ou règlement applicables à la devise prévue concernée).</p> <p>Fiscalité</p> <p>Tous les paiements de principal, d'intérêts ou d'autres produits, effectués par ou pour le compte de l'Emetteur, afférents aux Obligations Sécurisées de droit français seront effectués sans aucune retenue à la source ou prélèvement au titre de tout impôt ou</p>

		<p>taxe de toute nature, imposés, levés ou recouvrés par ou pour le compte de la France, ou l'une de ses autorités ayant le pouvoir de lever l'impôt, à moins que cette retenue à la source ou ce prélèvement ne soit exigé par la loi.</p> <p>Si une loi quelconque exigeait que les paiements en principal, intérêts ou d'autres produits afférents aux Obligations Sécurisées de droit français[, ou à tout reçu ou coupon,] y affèrent, devaient être soumis à une retenue ou à un prélèvement au titre de tout impôt ou taxe, présent ou futur, l'Emetteur ne sera pas tenu de majorer ses paiements en vertu d'une telle retenue ou prélèvement.</p> <p>Cas de défaut</p> <p>Absence de cas de défaut</p> <p>Droit applicable</p> <p>Les Obligations Sécurisées de droit français[, les reçus, coupons et talons] sont régies et interprétées conformément aux dispositions du droit français.</p> <p>Prix d'émission</p> <p>Le prix d'émission des Obligations Sécurisées de droit français est [●].</p>
C.9	Taux d'intérêt nominal	<p><i>Se référer à l'élément C.8 pour une description des droits attachés aux Obligations Sécurisées de droit français</i></p> <p>Taux d'intérêt nominal</p> <p>Les Obligations Sécurisées de droit français sont des [obligations à taux fixe / obligations à taux variable / obligations zéro coupon / obligations indexées sur les taux CMS / obligations à taux fixe/taux variable / obligations à taux fixe/taux CMS / obligations à taux variable/taux fixe / obligations à taux CMS/taux fixe / obligations à taux fixe/taux fixe / obligations à taux variable/taux variable / obligations à taux variable inverse / obligations à taux CMS inverse].</p>
	Date d'entrée en jouissance et date d'échéance des intérêts	<p>Date d'entrée en jouissance et date d'échéance des intérêts</p> <p>[(en cas d'obligations à taux fixe)</p> <p>Les Obligations Sécurisées de droit français portent intérêt à un taux de [●] % par an, [payable [annuellement / semestriellement / trimestriellement / mensuellement / autre (préciser)] à terme échu] du [●] (inclus) au [●] (exclu).]</p> <p>[(en cas d'obligations à taux variable)</p> <p>Les Obligations Sécurisées de droit français porteront intérêt au taux déterminé pour chaque souche de la façon suivante :</p> <p>(i) en appliquant une des formules suivantes :</p> $[\text{Taux FBF} + \text{marge}]$ $[\text{marge} + [\text{Multiplicateur de Taux} \times (\text{Taux FBF}_1 - \text{Taux FBF}_2)]]$ <p>Taux FBF / Taux FBF₁ / Taux FBF₂ est déterminé sur la même base que le taux variable applicable à une opération d'échange de taux d'intérêt notionnel dans la devise prévue concernée, conformément à la Convention-Cadre FBF de juin 2013, telle que publiée par la Fédération Bancaire Française, dans sa version mise à jour applicable à la date d'émission de la première tranche d'une même série.</p> <p>"Multiplicateur de Taux" désigne le nombre indiqué comme étant applicable aux Obligations Sécurisées de droit français concernées, ou</p> <p>(ii) en appliquant une des formules suivantes :</p> $[\text{Taux ISDA} + \text{marge}]$ $[\text{marge} + [\text{Multiplicateur de Taux} \times (\text{Taux ISDA}_1 - \text{Taux ISDA}_2)]]$ <p>Taux ISDA / Taux ISDA₁ / Taux ISDA₂ est déterminé sur la même base que le taux variable applicable à une opération d'échange de taux d'intérêt notionnel dans la devise prévue concernée, conformément à une convention intégrant les</p>

		<p>Définitions ISDA 2006, telle que publiée par l'International Swaps and Derivatives Association, Inc, dans sa version mise à jour applicable à la date d'émission de la première tranche d'une même série.</p> <p>"Multiplicateur de Taux" désigne le nombre indiqué comme étant applicable aux Obligations Sécurisées de droit français concernées, ou</p> <p>(iii) en appliquant une des formules suivantes :</p> $\frac{[\text{Taux de Référence} + \text{marge}]}{[\text{marge} + [\text{Multiplicateur de Taux} \times (\text{Taux de Référence}_1 - \text{Taux de Référence}_2)]]}$ <p>Taux de Référence / Taux de Référence₁ / Taux de Référence₂ est déterminé sur la base d'un taux de référence apparaissant sur une page écran convenue d'un service de cotation commercial lequel sera l'EURIBOR ou le LIBOR,</p> <p>"Multiplicateur de Taux" désigne le nombre indiqué comme étant applicable aux Obligations Sécurisées de droit français concernées,</p> <p>dans chaque cas, sous réserve de tout Taux d'Intérêt Minimum et/ou Maximum.</p> <p>"Taux d'Intérêt Maximum" désigne [●]. "Taux d'Intérêt Minimum" désigne [●].</p> <p>Les Obligations Sécurisées de droit français portent intérêt à un taux de [●] [plus / moins [●] % (<i>préciser la marge</i>)] payable le [●] [de chaque année] (sous réserve de la convention de jour ouvré [●] (<i>préciser la convention de jour ouvré</i>) du [●] (inclus) au [●] (exclu).]</p> <p><i>[(en cas d'obligations indexées sur les taux CMS)]</i></p> <p>Les paiements d'intérêt se rapportant aux Obligations Sécurisées de droit français seront calculés à partir d'un ou plusieurs Taux CMS et en appliquant une des formules décrites ci-dessous :</p> $\frac{[\text{Taux CMS} + \text{marge}]}{[\text{Taux CMS} - \text{marge}]}$ $\frac{[\text{Multiplicateur de Taux} \times (\text{Taux CMS} + \text{marge})]}{[\text{Multiplicateur de Taux} \times (\text{Taux CMS} - \text{marge})]}$ $\frac{[\text{Multiplicateur de Taux} \times (\text{Taux CMS}_1 - \text{Taux CMS}_2)]}{[\text{marge} + [\text{Multiplicateur de Taux} \times (\text{Taux CMS}_1 - \text{Taux CMS}_2)]]}$ $\frac{[\text{marge} + [\text{Multiplicateur de Taux} \times (\text{Taux Applicable} - \text{Taux CMS})]]}{[\text{marge} + [\text{Multiplicateur de Taux} \times (\text{Taux CMS} - \text{Taux Applicable})]]]}$ $[\text{Multiplicateur de Taux} \times (\text{Taux Applicable} - \text{Taux CMS})]$ <p>dans chaque cas, sous réserve de tout Taux d'Intérêt Minimum et/ou Maximum.</p> <p>"Taux d'Intérêt Maximum" désigne [●]. "Taux d'Intérêt Minimum" désigne [●]. "Multiplicateur de Taux" désigne le nombre indiqué comme étant applicable aux obligations indexées sur les Taux CMS concernés. "Taux Applicable" désigne un taux exprimé en pourcentage, qui pourra être un Taux Fixe ou un Taux Flottant. "Taux CMS" / "Taux CMS₁" / "Taux CMS₂" désigne [●].</p> <p>Les obligations indexées sur les Taux CMS porteront intérêt [de [●] à [●]] à un taux payable [le [●] / [●] de chaque année], selon la convention de jour applicable, égal à : [●]]</p> <p><i>[(en cas d'obligations à taux fixe/taux variable, d'obligations à taux fixe/taux CMS, d'obligations à taux variable/taux fixe, d'obligations à taux CMS/taux fixe, d'obligations à taux fixe/taux fixe ou d'obligations à taux variable/taux variable)]</i></p> <p>[Les [obligations à taux fixe/taux variable / obligations à taux fixe/taux CMS /</p>
--	--	--

		<p>obligations à taux variable/taux fixe / obligations à taux CMS/taux fixe / obligations à taux fixe/taux fixe / obligations à taux variable/taux variable] sont des Obligations Sécurisées de droit français pour lesquels il existe un changement de la base d'intérêt.]</p> <p><i>[(en cas d'obligations zéro coupon)</i></p> <p>Les Obligations Sécurisées de droit français sont émises [au pair / à [●]] et ne portent pas intérêts.]</p> <p><i>[(en cas d'obligations à taux variable inverse et d'obligations à taux CMS inverse)</i></p> <p>Le taux d'intérêt se rapportant aux obligations à taux variable inverse ou aux obligations à taux CMS inverse sera égal, pour chaque période d'accumulation des intérêts, au taux fixe, moins le taux variable ou le Taux CMS, selon le cas.</p> <p>[Les Obligations Sécurisées de droit français porteront intérêt à un taux de [[●]]% moins [EURIBOR/LIBOR [●] mois / EUR CMS [●] an(s)] payable [le [●]/[●] de chaque année].]</p>
	<p><i>Lorsque le taux n'est pas fixe, description du sous-jacent sur lequel il est fondé</i></p> <p><i>Date d'échéance et modalités d'amortissement de l'emprunt y compris les procédures de remboursement</i></p> <p><i>Indication du rendement</i></p>	<p>Description du sous-jacent pour les Obligations Sécurisées de droit français à taux variable</p> <p>Les Obligations Sécurisées de droit français portent intérêt à un taux d'intérêt déterminé pour chaque période d'intérêts sur la base de [[●] (<i>préciser le taux [FBF/ISDA] applicable</i>), [augmenté / diminué de [●] % (<i>préciser la marge</i>) / [●] (<i>préciser le taux concerné ou la cotation offerte ou la moyenne arithmétique des cotations offertes pour le(s) taux de référence(s)</i>) apparaissant sur [●] (<i>préciser la page écran concernée</i>) à [●] (<i>préciser l'heure de référence</i>) [●] (<i>préciser la date de détermination d'intérêt</i>) [augmenté / diminué de [●] (<i>préciser la marge</i>)], sous réserve de tout [taux d'intérêt [maximum / minimum]] / taux d'intérêt multiplicateur].</p> <p>Afin d'éviter toute confusion, le taux d'intérêt minimum des Obligations Sécurisées de droit français ne devra, en aucun cas, être inférieur à zéro.</p> <p>Remboursement</p> <p><i>Remboursement à l'échéance</i></p> <p>A moins qu'elles aient été préalablement remboursées ou rachetées et annulées, chaque Obligation Sécurisée de droit français sera remboursée par l'Emetteur à sa date d'échéance finale [●] [(ou sa date d'échéance finale prolongée, telle qu'indiquée ci-dessous)] à [100] % de son montant nominal.</p> <p><i>[(Une date d'échéance finale prolongée peut être convenue conformément aux Modalités des Obligations Sécurisées de droit français.) La date d'échéance finale prolongée de chaque Obligation Sécurisée de droit français est [●].]</i></p> <p><i>Remboursement Anticipé</i></p> <p>Les Obligations Sécurisées de droit français peuvent aussi être remboursés avant leur date d'échéance indiquée [à l'option [de l'Emetteur / des Titulaires] et] pour illégalité.</p> <p><i>Remboursement par versements</i></p> <p><i>(En cas d'Obligations Sécurisées de droit français remboursables en deux (2) ou plusieurs versements.)</i> A moins qu'elles aient été préalablement remboursées ou rachetées et annulées, chaque Obligation Sécurisée de droit français sera remboursée par versement de [●] le [●].]</p> <p>[Indication du rendement (pour les Obligations Sécurisées de droit français à taux fixe seulement)</p> <p>Le rendement des Obligations Sécurisées de droit français est de [●] % l'an.</p> <p>Le rendement des Obligations Sécurisées de droit français est calculé à la date d'émission des dites Obligations Sécurisées de droit français sur la base du prix d'émission. Il ne constitue pas une indication des rendements futurs]</p>

	<i>Nom du représentant des Obligations Sécursisées de droit français</i>	<p>Représentation des Porteurs</p> <p>Le nom et l'adresse du représentant de la Masse (tel que défini ci-après) sont [●].</p> <p>[Le nom et l'adresse du représentant suppléant de la Masse sont [●].]</p> <p>Les Porteurs de Titres seront groupés automatiquement, au titre de toutes les tranches d'une même souche, pour la défense de leurs intérêts communs en une masse (la "Masse") et les dispositions du Code de commerce relatives à la Masse s'appliqueront.</p> <p>La Masse agira en partie par l'intermédiaire d'un représentant (le "Représentant") et en partie par l'intermédiaire de décisions collectives des Porteurs de Titres.</p>
C.10	<i>Instrument dérivé, fournir des explications claires et exhaustives de nature à permettre aux investisseurs de comprendre comment la valeur de leur investissement est influencée par celle du ou des instrument(s) sous-jacent(s), en particulier dans les cas où les risques sont les plus évidents</i>	<p><i>Se référer à l'élément C.9 pour le taux d'intérêt nominal, la date d'échéance, les procédures de remboursement, le rendement et le nom du représentant des porteurs d'Obligations Sécursisées de droit français.</i></p> <p>Sans objet.</p> <p>Le paiement des intérêts sur les Obligations Sécursisées de droit français n'est lié à aucun instrument dérivé.</p>
C.11	<i>Admission aux négociations</i>	[Les Obligations Sécursisées de droit français [sont/seront] admises aux négociations sur le marché réglementé de la Bourse du Luxembourg / [●] (<i>autre, préciser</i>) / Sans objet. Les Obligations Sécursisées de droit français ne [sont/seront] pas admises aux négociations].
Section D — Risques		
D.2	<i>Informations clés sur les principaux risques propres à l'Emetteur</i>	<p>Les investisseurs potentiels doivent prendre leur décision d'investissement sur la base des informations détaillées contenues ou incorporées par référence dans le Prospectus de Base et se faire leur propre opinion avant de prendre toute décision d'investissement.</p> <p>(i) Responsabilité unique de l'Emetteur au titre des Obligations Sécursisées de droit français : l'Emetteur est la seule entité qui a l'obligation de payer le principal et les intérêts au regard des Obligations Sécursisées de droit français ;</p> <p>(ii) Dépendance de l'Emetteur auprès de tiers : l'Emetteur a conclu des contrats avec un certain nombre de tiers, qui ont accepté de réaliser des prestations de services pour l'Emetteur. Dans le cas où une partie réalisant des prestations de services pour l'Emetteur ne s'acquitte pas de ses obligations au regard du contrat(s) où elle est partie, la capacité de l'Emetteur de faire des paiements au regard des Obligations Sécursisées de droit français peut être affectée ;</p> <p>(iii) Risque de substitution : en cas de manquements d'une contrepartie de l'Emetteur, tels que décrits dans les contrats relatifs au Programme, et entraînant la substitution d'une (1) ou plusieurs contreparties de l'Emetteur, aucune assurance ne peut être donnée qu'une entité substituante pourra être trouvée ;</p>

		<p>(iv) Conflits d'intérêts : des conflits d'intérêts peuvent survenir durant la vie du Programme résultant de facteurs variés impliquant l'Emetteur et certaines contreparties de l'Emetteur ;</p> <p>(v) Risques de crédit sur des actifs : l'activité principale de l'Emetteur est de consentir ou d'acquérir des expositions sur des personnes publiques ou qui sont garanties (directement ou indirectement) par celles-ci. Par conséquent, l'Emetteur est exposé directement ou indirectement au risque de crédit de telles entités du secteur public ;</p> <p>(vi) Risque de crédit sur des contreparties bancaires : l'Emetteur est soumis à un risque de contreparties bancaires dans l'administration de ses comptes bancaires, la réception de sommes dues au titre de la convention de prêt de 10.000.000.000 € en multidevises conclue avec Crédit Mutuel Arkéa (la "Convention de Prêt"), la réception de gage espèces conformément au contrat de gage espèces conclu avec Crédit Mutuel Arkéa et, le cas échéant, ces opérations de couverture ;</p> <p>(vii) Intérêt et risque de change : afin d'atténuer le potentiel écart entre les taux d'intérêts et les devises applicables aux Obligations Sécurisées de droit français et les actifs faisant partie de la garantie financière, l'Emetteur peut conclure un (des) contrat(s) de couverture ou mettre en place tout autre(s) mécanisme(s) tels que la surcollatéralisation, les réserves de trésorerie, des règles additionnelles de sélection sur les actifs éligibles ou tout autre mécanisme qui respecte les dispositions légales applicables aux sociétés de crédit foncier. Cependant, il n'y a pas d'engagement de l'Emetteur de conclure des contrats de couverture ou tout autre mécanisme décrit ci-dessus et il n'y a pas d'assurance que ces contrats de couverture ou ces autres mécanismes couvrent les risques de taux et/ou de devises auxquels l'Emetteur pourrait être exposé. L'Emetteur doit mettre en place un système mesurant le risque du taux global. Les niveaux des taux et la maturité des actifs et du passif doivent être vérifiés par le contrôleur spécifique ;</p> <p>(viii) Risque de liquidité : la maturité et le profil d'amortissement des actifs transférés en tant que garantie financière ne correspondront pas au profil de remboursement et à la maturité des Obligations Sécurisées de droit français. Par conséquent, en cas de survenance d'un cas de défaut au titre de la Convention de Prêt et de la mise en œuvre de la garantie financière y afférente, une telle discordance risque de faire naître un besoin potentiel de liquidité au niveau de l'Emetteur. La législation et les réglementations existantes relatives aux sociétés de crédit foncier traitent le risque de liquidité ;</p> <p>(ix) Risque de confusion : les fournisseurs de garantie ont été nommés par l'Emetteur pour assurer l'administration et le recouvrement des actifs cédés à titre de garantie financière. Dans l'hypothèse où une procédure d'insolvabilité est ouverte contre l'un quelconque des fournisseurs de garantie, la procédure applicable au titre du droit français des procédures collectives empêche l'Emetteur d'exercer un recours contre un tel fournisseur de garantie pour le remboursement des actifs transférés à titre de garanties collatérales, ceux-ci étant gérés avec les autres actifs du fournisseur de garantie concerné ;</p> <p>(x) Risques opérationnels impliquant les systèmes d'information : la sécurité des systèmes d'information du Groupe est gérée au sein du Crédit Mutuel Arkéa ;</p> <p>(xi) Droit français des procédures collectives : le droit français des procédures collectives pourrait restreindre la capacité des Porteurs d'Obligations Sécurisées de droit français à faire valoir leurs droits en vertu des Obligations Sécurisées de droit français. L'Emetteur est soumis aux lois et procédures françaises relatives aux créanciers. Cependant, l'Emetteur est une société de crédit foncier et en tant que tel bénéficie d'un régime qui déroge de plusieurs façons au droit français des procédures collectives. De plus, le Code monétaire et financier prévoit des dispositions spécifiques applicables au cas d'ouverture d'une procédure collective à l'égard d'un établissement de crédit ; et</p> <p>(xii) Directive établissant un cadre pour le Redressement et la Résolution des crises</p>
--	--	--

		<p>Bancaires : les pouvoirs de résolution énoncés dans la directive établissant un cadre pour le redressement et la résolution des établissements de crédit et des entreprises d'investissement (la "DRRB") et le règlement mécanisme de résolution unique ont des conséquences sur la façon dont sont gérés les établissements de crédit et des entreprises d'investissement ainsi que, dans certaines circonstances, les droits des créanciers. En particulier, les Obligations Sécurisées de droit français peuvent être soumises à une dépréciation ou une conversion en capital ce qui pourrait entraîner des pertes d'investissement totales ou partielles pour leurs porteurs. L'exercice de tout pouvoir au titre de la DRRB ou du règlement mécanisme de résolution unique ou toute allusion à un tel exercice pourrait, par conséquent, avoir une incidence défavorable importante sur les droits des porteurs des Obligations Sécurisées de droit français, le prix ou la valeur de leur investissement dans les Obligations Sécurisées de droit français et/ou la faculté de l'Emetteur à satisfaire ses obligations au titre des Obligations Sécurisées de droit français.</p> <p>(xiii) mise en place de la future législation européenne sur les obligations sécurisées : la Commission Européenne a publié une proposition de directive et de règlement sur l'émission des obligations sécurisées, visant à l'établissement d'un cadre permettant un marché plus harmonisé des obligations sécurisées dans l'Union Européenne. Ces propositions sont encore en discussion. Si la directive et le règlement proposés sont adoptés et en fonction de leur transposition dans les états membres de l'Union Européenne (et en particulier en France), l'Emetteur peut en être impacté.</p> <p>(xiv) Les facteurs de risques liés à l'Emprunteur incluent notamment :</p> <ul style="list-style-type: none"> - l'Emetteur supporte un risque lié à la capacité de l'Emprunteur à payer conformément à la Convention de Crédit ; - la notation des Obligations Sécurisées de droit français peut être affectée par divers facteurs ; - les risques relatifs à la désaffiliation unilatérale de Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel. <p>(a) Le projet de désaffiliation unilatérale et le calendrier prévisionnel</p> <p>Le Crédit Mutuel Arkéa est impliqué dans des litiges depuis la fin 2014 avec la CNCM, l'organe central du Crédit Mutuel, portant, notamment, sur des conflits d'intérêts potentiels entre l'organe central et l'un de ses affiliés. Ces litiges concernent pour l'essentiel l'exercice de la supervision administrative, technique et financière par la CNCM ainsi que l'usage du nom "Crédit Mutuel".</p> <p>Cette situation a conduit le conseil d'administration du Crédit Mutuel Arkéa, qui s'est tenu le 17 janvier 2018, à donner mandat aux dirigeants du Groupe Crédit Mutuel Arkéa d'engager toute action permettant au Crédit Mutuel Arkéa de devenir un groupe bancaire coopératif et mutualiste indépendant du reste du Crédit Mutuel.</p> <p>Les administrateurs des caisses locales et des fédérations du Crédit Mutuel de Bretagne, du Sud-Ouest et du Massif Central ont été invités à voter lors du premier semestre 2018. A l'issue du processus de consultation engagé par les caisses locales du groupe Crédit Mutuel Arkéa et de la tenue des conseils d'administration des fédérations, le Groupe Crédit Mutuel Arkéa a officialisé les résultats des votes des 307 caisses locales qui se sont exprimées. 94.5 % des caisses locales se sont prononcées en faveur de l'indépendance pour Crédit Mutuel Arkéa qui deviendra ainsi un groupe coopératif et territorial, aux valeurs mutualistes, indépendant du reste du Crédit Mutuel. Ce vote historique et fondateur, qui engage l'ensemble des parties prenantes, acte de façon définitive la volonté de départ du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel.</p> <p>Le Groupe Crédit Mutuel Arkéa va désormais engager la mise en œuvre opérationnelle de sa désaffiliation unilatérale. Le conseil d'administration de Crédit Mutuel Arkéa, en date du 29 juin 2018, a approuvé le schéma</p>
--	--	---

		<p>d'organisation cible du futur groupe indépendant et a appelé les caisses locales à se prononcer à compter de l'automne 2018 sur la mise en œuvre de ce schéma. Il a par ailleurs été décidé que Crédit Mutuel Arkéa exercera ses activités sous une autre dénomination sociale que "Crédit Mutuel". En tout état de cause, la mise en œuvre opérationnelle de la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa reste soumise à l'approbation des caisses locales.</p> <p>A l'issue de la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel, les caisses locales deviendraient les Sociétés Coopératives Locales (les "SCL"), conservant leur statut de sociétés coopératives à capital variable et formant avec le Groupe Crédit Mutuel Arkéa (devenu "Groupe Arkéa") une union de coopératives, en application de la loi n°47-1775 du 10 septembre 1947 portant statut de la coopération (la "Loi de 1947").</p> <p>L'objet des nouvelles SCL serait recentré sur leur première raison d'être : développer le sociétariat et faciliter l'accès aux services bancaires et financiers. Elles seraient ainsi notamment en charge de la promotion des valeurs coopératives et mutualistes, et de conseil au bénéfice des sociétaires et prospects dans le cadre de leur rayonnement territorial.</p> <p>Pour ce faire, l'ensemble des activités financières réglementées des caisses locales seraient apportées ou cédées au Groupe Arkéa, qui ouvrira corrélativement des agences locales en leur sein. De plus, dans le cadre de cette nouvelle organisation, toutes les opérations de banque et les services d'investissement seraient alors effectués par l'agence locale du Groupe Arkéa, ouverte dans les mêmes locaux que ceux de la SCL.</p> <p>Pour exercer leurs activités d'intermédiation, les SCL pourraient, si besoin, opter pour les statuts d'intermédiaires en opérations de banque et en services de paiement, d'intermédiaires d'assurance et/ou d'agents liés au Groupe Arkéa pour la fourniture de services d'investissement.</p> <p>Chaque SCL pourrait également conseiller l'agence locale du Groupe Arkéa qui lui est rattachée en vue de fournir des services bancaires et financiers adaptés aux sociétaires.</p> <p>Conformément à la Loi de 1947, chaque sociétaire pourrait continuer de participer à la vie sociale de la SCL suivant le principe consacré "une personne, une voix" et se porter candidat à l'élection des membres du conseil d'administration de sa SCL.</p> <p>Les SCL demeurerait les seules detentrices des actions ordinaires de catégorie A émises par Arkéa. En d'autres termes, la gouvernance du Groupe Arkéa reposerait sur l'implication et la participation de chaque SCL.</p> <p>De plus, un pacte d'affiliation entre toutes les SCL et le Groupe Arkéa serait conclu pour une durée de 99 ans en vue de mettre en œuvre des mécanismes de solidarité, d'entraide et de soutien pour favoriser l'accomplissement de la mission primordiale des SCL, à savoir favoriser l'accès à toutes et à tous aux services bancaires et financiers.</p> <p>Des fédérations régionales seraient constituées pour organiser le fonctionnement et la gouvernance des SCL.</p> <p>Schéma cible d'organisation du Groupe Crédit Mutuel Arkéa : merci de se référer au paragraphe B.5 "Description du Groupe".</p> <p>(b) Risques relatifs à la complexité du contexte et des risques liés à la désaffiliation du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel</p> <p>Le projet de désaffiliation tel qu'envisagé par Crédit Mutuel Arkéa est inédit et particulièrement complexe à réaliser. L'attention des investisseurs est attirée sur la complexité de la situation liée au projet de désaffiliation du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel et des incertitudes</p>
--	--	---

		<p>et des risques qui y sont liés. Par ailleurs, les investisseurs sont invités à prendre la mesure des éventuels enjeux commerciaux liés à la perte de la marque "Crédit Mutuel" et à l'adoption par Crédit Mutuel Arkéa d'une dénomination et de marques commerciales ne reprenant pas les termes "Crédit Mutuel".</p> <p>Avant toute décision d'investissement, les investisseurs potentiels doivent mener une analyse approfondie du projet de désaffiliation unilatérale, du schéma cible d'organisation du Groupe Crédit Mutuel Arkéa tel que décrit ci-dessus et des incertitudes et risques qui y sont liés, tels que décrits ci-dessous. Les investisseurs doivent notamment examiner attentivement toute l'information incluse dans le présent Prospectus de Base et en particulier, en prenant leur décision d'investissement, les facteurs de risques liés à la modification de l'organisation des principaux acteurs des parts sociales et des risques liés à la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel énumérés dans le présent Prospectus de Base.</p> <p>La mise en œuvre de la désaffiliation du Groupe Crédit Mutuel Arkéa ne modifiera pas sa nature de groupe coopératif et territorial, aux valeurs mutualistes. Cependant, sa désaffiliation de l'ensemble Crédit Mutuel a des conséquences qui peuvent être difficiles à appréhender par l'investisseur mais qui doivent être comprises et analysées avant de prendre toute décision d'investissement. Du fait de son caractère inédit, Crédit Mutuel Arkéa ne peut garantir que le projet sera conduit à son terme, qu'il ne devra pas faire l'objet de modifications majeures par rapport à ce qui était initialement prévu ou que des difficultés nouvelles émergent lors de sa mise en œuvre.</p> <p>(c) Risques relatifs aux caisses locales</p> <p><i>Incertitudes sur la possibilité pour les caisses locales de poursuivre des émissions de parts sociales par offre au public et perte de l'agrément des caisses locales</i></p> <p>La désaffiliation unilatérale des caisses locales de l'ensemble Crédit Mutuel emporterait la perte du bénéfice de l'agrément bancaire collectif octroyé dans les conditions de l'article R. 511-3 du Code Monétaire et Financier, ce qui pourrait être susceptible d'avoir un impact sur leur possibilité d'émettre, pour le futur, des parts sociales par offre au public. Les émissions par offre au public des parts sociales constituent à ce jour une source de financement essentiel pour Crédit Mutuel Arkéa. L'incapacité des caisses locales à poursuivre les émissions par offre au public pourrait avoir des incidences fortes sur sa situation financière si un schéma alternatif n'était pas mis en place. Un schéma d'émission est en cours d'étude avec l'Autorité de Contrôle Prudentiel et de Résolution ("ACPR") et la Banque Centrale Européenne (la "BCE"). Il n'existe aucune certitude sur le fait que le schéma proposé soit accepté par les autorités.</p> <p>L'analyse réalisée par Crédit Mutuel Arkéa de la mise en œuvre de la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel a confirmé que les parts sociales A, B et C émises par les caisses locales à ce jour ne seraient pas affectées.</p> <p>En effet, les cas de remboursement anticipé reposant sur une base légale applicables aux parts sociales A, B et C résultent (i) de la Loi de 1947 et (ii) du règlement (UE) n°575/2013 du 26 juin 2013 compte tenu de la qualité de fonds propres des parts sociales. Ces textes ne comportent pas de cas de remboursement anticipé relatif à la perte de l'agrément bancaire des caisses locales ou de changement d'objet pour autant que le statut coopératif demeure.</p> <p>De même, les modalités contractuelles des parts sociales A, B et C ne comportent pas de cas de remboursement anticipé relatif à la perte de l'agrément des caisses locales devenues SCL.</p>
--	--	---

		<p><i>Risque lié au sort des caisses locales ayant voté contre le projet de désaffiliation unilatérale</i></p> <p>Les caisses locales ayant voté contre la désaffiliation unilatérale de l'ensemble Crédit Mutuel, ou n'ayant pas souhaité participer au vote, pourront ne pas faire partie de cette nouvelle organisation. Elles pourraient rester rattachées au Crédit Mutuel, selon une organisation qui reste à définir par l'ensemble Crédit Mutuel. Toutefois, les résultats du vote relatif au projet d'indépendance du Groupe Crédit Mutuel Arkéa ne préjugent en rien des résultats du futur vote des caisses locales relatif à la mise en œuvre opérationnelle de cette désaffiliation unilatérale vis-à-vis de l'ensemble Crédit Mutuel. Le vote de chaque caisse locale du premier semestre 2018 étant un vote d'orientation, chaque caisse locale sera appelée à se prononcer sur la phase de mise en œuvre de la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa.</p> <p>Les caisses locales qui choisiront de voter contre la désaffiliation unilatérale devront se rattacher à l'ensemble Crédit Mutuel afin de bénéficier d'un nouvel agrément collectif. Cette nouvelle affiliation ne constituera pas un cas de remboursement anticipé des parts sociales A, B et C. Ces caisses locales se verront remboursées des actions ordinaires de catégorie A qu'elles détiennent dans le capital social de Crédit Mutuel Arkéa.</p> <p>Concernant plus précisément les caisses locales adhérentes de la fédération du Crédit Mutuel Massif Central, il est rappelé que lors du conseil d'administration de Crédit Mutuel Arkéa en date du 17 janvier 2018, le Groupe Crédit Mutuel Arkéa a invité les caisses locales des trois fédérations (Crédit Mutuel Bretagne, du Sud-Ouest et du Massif Central) à engager une consultation relative au projet d'indépendance du Groupe Crédit Mutuel Arkéa. Le conseil d'administration de la fédération du Crédit Mutuel Massif Central s'est opposé au principe d'une consultation des Conseils d'administration des caisses locales de son périmètre. Toutefois, la consultation a été engagée par 6 des 30 caisses locales adhérentes de la fédération du Crédit Mutuel Massif Central.</p> <p><i>Risques liés au vote définitif des sociétaires</i></p> <p>La réalisation de la mise en œuvre opérationnelle de la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa reste soumise à l'approbation et au vote des conseils d'administration des caisses locales. Les caisses locales qui voteront pour la désaffiliation de l'ensemble Crédit Mutuel devront convoquer leur assemblée générale extraordinaire afin d'approuver notamment la modification de leurs statuts y afférant. Les résultats du vote d'orientation relatif au projet d'indépendance du Groupe Crédit Mutuel Arkéa ne préjugent en rien des résultats du futur vote des caisses locales relatif à la mise en œuvre opérationnelle de cette désaffiliation unilatérale vis-à-vis de l'ensemble Crédit Mutuel. Aucune certitude ne peut être apportée sur les résultats des futurs votes des caisses locales.</p> <p>A ce stade, il n'y a pas de certitude sur la manière dont cette situation pourrait évoluer et/ou sur l'échéance à laquelle elle pourrait se résoudre.</p> <p>(d) Risques relatifs à Crédit Mutuel Arkéa</p> <p>A l'issue de la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel dont la CNCM est l'organe central, le Groupe Arkéa serait toujours constitué autour du Groupe Arkéa (actuellement Crédit Mutuel Arkéa) agréée en tant que banque coopérative et supervisée directement par l'ACPR et la BCE.</p> <p><i>Risques liés à l'accord des autorités de contrôle</i></p> <p>Conformément aux dispositions du Code monétaire et financier, concomitamment à la désaffiliation unilatérale de Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel, la CNCM, en tant qu'organe central, devrait</p>
--	--	---

		<p>notifier l'ACPR de la désaffiliation unilatérale de Crédit Mutuel Arkéa.</p> <p>La réalisation du projet de désaffiliation unilatérale est soumise à la décision de l'ACPR et de la BCE concernant l'agrément bancaire de Crédit Mutuel Arkéa et des caisses locales qui lui sont rattachées, ces autorités étant amenées à se prononcer lorsque la perte de la qualité de société affiliée sera notifiée à l'ACPR par l'organe central pour chaque entité du Groupe Crédit Mutuel Arkéa conformément à l'article L. 511-31 du Code monétaire et financier. A ce stade, des discussions sont en cours avec chacune de ces autorités, aucune assurance ne peut être donnée quant à l'obtention de leur accord ni quant au délai et aux modalités de l'obtention de leur accord. La modification de la dénomination sociale de Crédit Mutuel Arkéa nécessitera l'accord préalable de ces autorités.</p> <p><i>Risque lié aux calculs prudentiels</i></p> <p>Par ailleurs, la désaffiliation du Groupe Crédit Mutuel Arkéa de l'ensemble Crédit Mutuel pourrait entraîner une évolution du modèle interne de calcul des risques pondérés conduisant à une augmentation des exigences en fonds propres, voire un passage vers un modèle standard.</p> <p>Au 31 décembre 2017, le risque de crédit est déterminé pour 88 Mds € d'expositions nettes au risque, dont :</p> <ul style="list-style-type: none"> - 58,3 Mds € d'expositions au risque sont évaluées selon une approche notation interne, et - 29,7 Mds € d'expositions au risque sont déjà évaluées selon une approche standard. Par conséquent, la désaffiliation de l'ensemble Crédit Mutuel pourrait conduire à revoir le mode d'évaluation des risques pondérés pour les 58 Mds € d'expositions au risque actuellement évaluées selon une approche notation interne. <p><i>Risques liés aux demandes d'indemnisation de la CNCM</i></p> <p>La CNCM a, par ailleurs, publié un communiqué de presse le 19 juin 2018 par lequel elle évoque une indemnisation par le Groupe Crédit Mutuel Arkéa et au sein duquel elle mentionne notamment qu'elle demandera, "sur la base des 3,5 milliards de réserves accumulées du Crédit Mutuel Arkéa et de ses caisses locales, la rétrocession au Groupe Crédit Mutuel du bénéfice de mutualisation créé par la collectivité des clients et sociétaires" et une indemnisation pour les "dommages créés, en particulier la nécessité de redéployer son réseau dans le Sud-Ouest et en Bretagne". Crédit Mutuel Arkéa considère cette communication comme trompeuse car dénuée de tout fondement juridique, tant concernant les bases de calcul évoquées que sur le principe même d'une indemnisation. A ce jour, le Groupe Crédit Mutuel Arkéa n'a pas été saisi d'une quelconque demande formelle et étayée. Crédit Mutuel Arkéa contestera cette demande si elle venait à être formalisée.</p> <p><i>Risques liés à la gouvernance de Crédit Mutuel Arkéa</i></p> <p>Par ailleurs, le conseil d'administration de la CNCM qui s'est tenu le 20 avril 2018 a proposé un nouveau projet de statuts pour la CNCM permettant à celle-ci d'écarter les principaux dirigeants de fédérations régionales. En réaction, l'assemblée générale de Crédit Mutuel Arkéa qui s'est tenue le 16 mai 2018 a adopté la résolution attribuant au conseil d'administration de Crédit Mutuel Arkéa, à son président et aux dirigeants effectifs de Crédit Mutuel Arkéa un mandat pour prendre la décision, en cas d'agression constatée, de se désaffilier unilatéralement de la CNCM. Ce droit de sortie se traduirait par l'exercice du droit de retrait dont dispose tout adhérent à une association de la loi de 1901 que constitue la CNCM. Cette nouvelle rédaction des statuts a été validée par l'assemblée générale de la CNCM qui s'est tenue le 31 mai 2018 puis approuvée par le Ministre de l'économie et des finances par lettre du 10 juillet 2018.</p> <p><i>Risques de contentieux</i></p> <p>Lors de la mise en œuvre de la désaffiliation unilatérale du Groupe Crédit</p>
--	--	--

		<p>Mutuel Arkéa de l'ensemble Crédit Mutuel, il existe un risque que la CNCM conteste sur le plan juridique la désaffiliation unilatérale du Groupe Crédit Mutuel Arkéa.</p> <p>Par ailleurs, la mise en œuvre opérationnelle de la désaffiliation du Groupe Crédit Mutuel Arkéa pourrait, notamment au regard du caractère inédit d'une telle désaffiliation, engendrer des contentieux ou divers recours à l'encontre de Crédit Mutuel Arkéa de la part de clients ou de contreparties du Groupe.</p> <p>Risque lié à la perte de la solidarité interfédérale</p> <p>Le Crédit Mutuel Arkéa ne bénéficiera plus du mécanisme de solidarité interfédérale en cas de mise en œuvre de l'indépendance du Groupe Crédit Mutuel Arkéa vis-à-vis de l'ensemble Crédit Mutuel tel que décrit ci-dessous. Toutefois, il est précisé que le Crédit Mutuel Arkéa dispose de son propre mécanisme de solidarité qui interviendrait en premier ressort.</p> <p>Un pacte d'affiliation entre toutes les SCL et le Groupe Arkéa serait conclu pour une durée de 99 ans en vue de mettre en œuvre des mécanismes de solidarité, d'entraide et de soutien pour favoriser l'accomplissement de la mission primordiale des SCL, à savoir favoriser l'accès à toutes et à tous aux services bancaires et financiers.</p> <p>A ce stade, il n'y a pas de certitude sur la manière dont cette situation pourrait évoluer et/ou sur l'échéance à laquelle elle pourrait se résoudre.</p>
D.3	<p><i>Informations clés sur les principaux risques propres aux Obligations Sécurisées de droit français</i></p>	<p><i>Les investisseurs potentiels doivent prendre en compte les facteurs de risques suivants relatifs aux Obligations Sécurisées de droit français et au marché en général</i></p> <p><i>Risques relatifs aux Obligations Sécurisées de droit français</i></p> <p><i>Risques généraux relatifs aux Obligations Sécurisées de droit français</i></p> <p>(i) les Obligations Sécurisées de droit français peuvent ne pas être un investissement approprié pour tous les investisseurs, chaque investisseur potentiel devant déterminer, sur la base de son propre examen et avec l'intervention de tout conseiller selon les circonstances, l'opportunité d'un investissement dans les Obligations Sécurisées de droit français au regard de sa situation personnelle ;</p> <p>(ii) les modalités des Obligations Sécurisées de droit français peuvent être modifiées en assemblée générale par une majorité définie de Porteurs d'Obligations Sécurisées de droit français s'imposant à tous les Porteurs d'Obligations Sécurisées de droit français y compris les Porteurs d'Obligations Sécurisées de droit français qui n'auraient pas participé et voté à l'assemblée générale et les Porteurs d'Obligations Sécurisées de droit français qui auraient voté dans un sens contraire à la majorité ;</p> <p>(iii) les lois et règlements applicables aux Obligations Sécurisées de droit français peuvent faire l'objet de modifications ;</p> <p>(iv) les Porteurs d'Obligations Sécurisées de droit français peuvent devoir payer des impôts ou autres taxes ou droits selon la loi ou les lois et pratiques en vigueur dans le pays où les Obligations Sécurisées de droit français seront transférées ou dans d'autres juridictions ;</p> <p>(v) si la loi française exigeait que les paiements relatifs aux Obligations Sécurisées de droit français soient soumis à un prélèvement à la source ou une retenue en considération de tout impôt ou taxe, l'Emetteur ne paierait pas de montant additionnel en considération d'un tel prélèvement à la source ou d'une telle retenue ;</p> <p>la transposition du dispositif CRD IV pourrait affecter la pondération des risques relatifs aux Obligations Sécurisées de droit français pour certains investisseurs ;</p> <p>(vi) les transactions d'Obligations Sécurisées de droit français pourraient être</p>

		<p>soumises à une future taxe européenne sur les transactions financières; et</p> <p>(vii) ni l'Emetteur, ni l'(les) agent(s) placeur(s) ("l'(les) "Agent(s) Placeur(s)""), ni aucune de leurs sociétés affiliées respectives n'ont ou n'assument la responsabilité de la légalité de l'acquisition des Obligations Sécurisées de droit français par un investisseur potentiel en vertu de toute loi qui lui serait applicable.</p> <p><i>Risques relatifs à la structure de l'émission d'Obligations Sécurisées de droit français</i></p> <p>(i) [les Obligations Sécurisées de droit français peuvent faire l'objet d'un remboursement optionnel par l'Emetteur, ce qui pourrait impacter leur valeur de marché ;]</p> <p>(ii) [les Obligations Sécurisées de droit français avec une date de maturité extensible peuvent être remboursées après leur Date d'Echéance Finale ;]</p> <p>(iii) [les Obligations Sécurisées de droit français peuvent être émises avec des caractéristiques particulières de taux d'intérêt, y compris [intérêts à taux fixe (auquel cas, les changements des taux d'intérêts sur le marché peuvent avoir un impact défavorable significatif sur la valeur de telles Obligations Sécurisées de droit français) / intérêts à taux variable (la valeur de marché des Obligations Sécurisées de droit français à taux variable peut être volatile) / intérêts à taux fixe/taux CMS, intérêts à taux CMS/taux fixe (la valeur de marché des obligations indexées sur CMS peut être volatile) / intérêts à taux fixe/taux variable, intérêts à taux variable/taux fixe, intérêts à taux fixe/taux fixe, intérêts à taux variable/taux variable (la possibilité pour l'Emetteur de convertir le taux d'intérêt peut affecter le marché secondaire et la valeur de marché de telles Obligations Sécurisées de droit français) / intérêts à taux variable inverse et intérêts à taux CMS inverse (les valeurs de marché des obligations à taux variable inverse et des obligations à taux CMS inverse sont habituellement plus volatiles que les valeurs de marché des autres titres de créance à taux variables basés sur le même taux de référence)]] ;]</p> <p>(iv) [les Obligations Sécurisées de droit français à coupon zéro peuvent être soumises à de plus fortes fluctuations de prix que les titres non actualisés ;]</p> <p>(v) les Obligations Sécurisées de droit français émises en dessous du pair ou assortis d'une prime d'émission significative : la valeur de marché de telles Obligations Sécurisées de droit français a tendance à être plus sensible aux fluctuations des taux d'intérêts que des titres classiques ;</p> <p>(vi) des conflits d'intérêts potentiels peuvent survenir entre l'Arrangeur, l'(les) Agent(s) Placeur(s) désigné pour l'émission d'Obligations Sécurisées de droit français ou leurs affiliés respectifs ou l'Agent de Calcul; et</p> <p>(vii) Le Règlement sur les Indices de Référence (défini ci-dessous) et les autres réformes des "indices de référence" ainsi qu'une administration différente ou une future discontinuité de certains indices de référence, y compris du LIBOR pourraient avoir un impact défavorable significatif sur la valeur des Titres indexés ou ayant pour référence de tels "indices de référence". En effet, le LIBOR, l'EURIBOR et les autres indices de référence (benchmark) ont récemment fait l'objet de recommandations ou propositions de réglementation au niveau national et international. Le Règlement européen concernant les indices utilisés comme indices de référence a été publié au Journal Officiel de l'Union Européenne le 29 juin 2016 (le "Règlement sur les Indices de Référence"). Les dispositions du Règlement sur les Indices de Référence sont entrées en vigueur le 1^{er} janvier 2018. Le Règlement sur les Indices de Référence pourrait avoir un impact significatif sur les Titres liés à un "indice de référence" dans les circonstances suivantes (i) si, sous réserve des mesures transitoires applicables le cas échéant, un indice qui est un "indice de référence" ne peut plus être utilisé car son administrateur ou l'indice de référence n'est pas inclus ou est retiré du registre des indices de référence géré par l'Autorité Européenne des Marchés Financiers ; ou (ii) si la méthodologie ou d'autres conditions de l'"indice de référence" doivent être modifiées afin de</p>
--	--	--

		<p>respecter le Règlement sur les Indices de Référence.</p> <p>Le maintien du LIBOR sur la base actuelle n'est pas garanti après 2021. Il est impossible de prévoir si, et dans quelle mesure, les banques participantes continueront par la suite à soumettre des taux pour le calcul du LIBOR à l'administrateur du LIBOR. Cela pourrait entraîner des performances du LIBOR différentes des performances passées et pourrait avoir d'autres conséquences qui ne peuvent être anticipées.</p> <p>Risques relatifs au marché en général</p> <p>(i) la valeur de marché des Obligations Sécurisées de droit français sera affectée par la solvabilité de l'Emetteur et un nombre additionnel de facteurs, incluant notamment, la volatilité des intérêts du marché, le taux de rendement et le temps restant avant la date d'échéance ;</p> <p>(ii) un marché actif des Obligations Sécurisées de droit français pourrait ne pas se développer ou se maintenir et les investisseurs pourraient ne pas être en mesure de céder facilement leurs Obligations Sécurisées de droit français ou de les céder à un prix offrant un rendement comparable à des produits similaires pour lesquels un marché actif se serait développé ;</p> <p>(iii) l'Emetteur paie le principal et les intérêts des Obligations Sécurisées de droit français dans la devise convenue entre l'Emetteur et [l'Agent Placeur / les Chefs de File Conjoint]. Cela présente certains risques relatifs à la conversion des devises si les activités financières d'un investisseur sont effectuées principalement dans une monnaie ou une unité monétaire différente de la devise des Obligations Sécurisées de droit français ;</p> <p>(iv) les agences de notation indépendantes peuvent attribuer une note aux Obligations Sécurisées de droit français émises dans le cadre du Programme. Une telle note ne reflète pas l'impact potentiel des facteurs de risques pouvant affecter la valeur des Obligations Sécurisées de droit français émises dans le cadre du Programme ; et</p> <p>(v) considérations juridiques liées à l'investissement : les activités d'investissement de certains investisseurs sont soumises aux lois et règlements sur les critères d'investissement, ou au contrôle ou à la supervision par certaines autorités qui doivent être pris en compte par de tels investisseurs avant d'investir dans les Obligations Sécurisées de droit français.</p>
Section E — Offre		
E.2b	<i>Raisons de l'offre et de l'utilisation prévues du produit de celle-ci</i>	<p>Le produit net de l'émission sera destiné au financement d'actifs auxquels il est fait référence à l'article L.513-4 du Code monétaire et financier.</p> <p>Le produit net estimé de l'émission est de [●] <i>(insérer le montant ou, en cas d'offre au public, les modalités et la date de publication de ce montant. Si le produit de l'émission est destiné à plusieurs utilisations, le montant doit être ventilé selon les principales utilisations prévues, par ordre de priorité. Si le produit net est insuffisant pour financer toutes les utilisations envisagées, indiquer le montant et les sources de l'autre financement).</i></p>

E.3	Modalités de l'offre	<p>[Sans objet. Les Obligations Sécurisées de droit français ne sont pas offertes au public.] /</p> <p>[Les Obligations Sécurisées de droit français peuvent être offertes au public [en France/au Luxembourg] et/ou dans [●] (tout autre état membre de l'EEE, dès lors que l'Emetteur a adressé à la CSSF sa requête aux fins de notifier le certificat d'approbation à l'autorité compétente de l'Etat membre concerné afin que les Obligations Sécurisées de droit français puissent être offerts au public dans cet Etat membre).</p> <p>L'offre et la vente des Obligations Sécurisées de droit français seront soumises à des restrictions de vente, en particulier dans les juridictions suivantes : [Japon, Etats-Unis d'Amérique et EEE, notamment France, République Fédérale d'Allemagne, Italie, Pays-Bas et Royaume-Uni].</p> <p><i>Période d'Offre</i></p> <p>La période du [●] jusqu'au [●].</p> <p><i>Prix d'émission</i></p> <p>Le prix d'émission est de [●].</p> <p><i>Conditions auxquelles l'offre est soumise</i></p> <p>[●] (insérer les détails relatifs aux conditions auxquelles l'offre est soumise).</p> <p><i>Description de la procédure de souscription</i></p> <p>[●] (insérer une description de la procédure de souscription).</p> <p><i>Détails du montant minimum et/ou maximum de la souscription</i></p> <p>[●] (insérer le montant minimum et/ou maximum de la souscription).</p> <p><i>Modalités et date de publication au public des résultats de l'Offre</i></p> <p>[●] (insérer les modalités et la date de la publication au public des résultats de l'Offre).]</p>
E.4	Description de tout intérêt pouvant influencer sensiblement sur l'émission/l'offre, y compris les intérêts conflictuels	<p>Certains conflits d'intérêts peuvent survenir pendant la durée du programme en raison de divers facteurs impliquant l'Emetteur et certaines contreparties de l'Emetteur notamment parce que [(i)] Crédit Mutuel Arkéa agit au titre de diverses fonctions dans le cadre des accords relatifs au Programme [et (ii)] les Obligations Sécurisées de droit français sont distribuées par des établissements liés à Crédit Mutuel Arkéa].</p> <p>[Sauf pour les frais payables [à l'/aux Agent(s) Placeur(s) / au/aux Chef(s) de File Conjoint(s),] [A/à] la connaissance de l'Emetteur, aucune personne impliquée dans l'émission d'Obligations Sécurisées de droit français y a un intérêt significatif (modifier, le cas échéant, s'il y a d'autres intérêts significatifs à l'émission) / ([●] (autre, préciser).</p>
E.7	Estimation des dépenses facturées à l'investisseur par l'Emetteur ou l'offreur	<p>[Les frais estimés imputés à l'investisseur par l'Emetteur sont de [●]. / Sans objet. Il n'y a pas de frais imputés à l'investisseur par l'Emetteur.]</p>

RISK FACTORS

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

The Issuer believes that the factors described below represent the principal risks inherent to investing in Privileged Notes issued under the Programme. However, the Issuer does not represent that the statements below regarding the risks of holding any Privileged Notes are exhaustive. Investors must be aware that the list of factors set out below is not intended to be exhaustive and that other risks and uncertainties which, as of the date of this Base Prospectus, are not known to the Issuer, or are considered not to be relevant, may have a significant impact on the Issuer, its activities, its financial condition and the Privileged Notes. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including all documents incorporated by reference herein) and make their own opinion as to potential risks factors prior to making any investment decision. Investors should in particular conduct their own analysis and evaluation of the risks relating to the Issuer, its financial condition and the Privileged Notes.

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

The Issuer considers that the Privileged Notes shall only be subscribed for or purchased by investors which are (or are advised by) financial institutions or other professional investors who have sufficient knowledge and experience to appropriately evaluate the risks associated with the Privileged Notes.

The order in which the following risk factors are presented, is not an indication of the likelihood of their occurrence.

Words and expressions defined elsewhere in this Base Prospectus shall have the same meanings when used below.

1. Risks related to the Issuer

Issuer's sole liability under the Privileged Notes

The Issuer is the only entity which has obligations to pay principal and interest in respect of the Privileged Notes. The Privileged Notes will not be obligations or responsibilities of any other entity, including (but not limited to) Crédit Mutuel Arkéa or any other company in the Group, or the shareholders or directors or agents of any company in the Group.

In making an investment decision, investors must rely upon their own examination of the Issuer, the Collateral Security, the terms and conditions of the Privileged Notes issued under the Programme and the financial information incorporated in this Base Prospectus. In the case of an event of default affecting Crédit Mutuel Arkéa or any other company in the Group, there can be no assurance that the Collateral Security will be sufficient to pay in full the amounts payable under the Privileged Notes.

Reliance of the Issuer on third parties - Substitution risk - Conflicts of interest

The Issuer has entered into agreements with a number of third parties, which have agreed to perform services for the Issuer (See section "*Material contracts and relationship between Arkéa Public Sector SCF and Crédit Mutuel Arkéa*"). In the event that any other party providing services to the Issuer fails to perform its obligations under the relevant agreement(s) to which it is a party, the ability of the Issuer to make payments under the Privileged Notes may be affected. However, the relevant agreements provide for the ability of the Issuer under certain circumstances to terminate the appointment of any relevant third party which would be defaulting in performing their obligations under the relevant agreements.

Under certain circumstances described in the agreements executed with respect to the Programme (See section "*Material contracts and relationship between Arkéa Public Sector SCF and Crédit Mutuel Arkéa*") and leading to the substitution of one (1) or more counterparties of the Issuer, no assurance can be given that a substitute entity will be found.

Conflicts of interest may arise during the life of the Programme as a result of various factors involving the Issuer and certain counterparties of the Issuer. For example, such potential conflicts may arise because Crédit Mutuel Arkéa acts in several capacities under the agreements relating to the Programme, it being provided that its rights and obligations under the agreements relating to the Programme are not contractually conflicting and are independent from one another. Other conflicts of interest may arise as further described in paragraph "*Potential Conflicts of Interest*" below.

Credit risk on assets

The Issuer's main business activity is to grant or acquire exposures to, or guaranteed by, public sector entities (either directly or indirectly). Therefore, the Issuer is exposed, directly or indirectly, to the credit risk of such public sector entities.

However, in order to mitigate such credit risk, the assets of the Issuer will be selected as to comply with certain eligibility criteria contained in the legal framework relating to French *sociétés de crédit foncier*.

Legal eligibility criteria

The assets of the Issuer must comply with the legal eligibility criteria provided for in articles L.513-4 and L.513-5 of the French *Code monétaire et financier* (the "**French Monetary and Financial Code**"), according to which the Issuer may in particular:

- (i) grant or acquire exposures to, or guaranteed by, public sector entities which comply with the provisions of article L.513-4 of the French Monetary and Financial Code, i.e. without limitation, exposures to public entities such as states, central banks, local authorities or state-owned entities of a member state of the European Union ("EU"), or the EEA, the United States of America, Switzerland, Japan, Canada, Australia or New Zealand or exposures to public entities such as states or central banks of states not member of the EEA, nor the EU, nor of the United States of America, Switzerland, Japan, Canada, Australia nor New Zealand, but located in a State benefiting from the highest level of credit assessment (*meilleur échelon de qualité de crédit*) given by an external rating agency recognised by the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) as provided in article L.511-44 of the French Monetary and Financial Code, and
- (ii) within the limits of article R.513-3 of the French Monetary and Financial Code, subscribe for senior units or senior notes issued by French *organismes de titrisation* or any other similar foreign entities governed by the laws of a member state of the EU or EEA, the United States of America, Switzerland, Japan, Canada, Australia or New Zealand, if the following provisions of article L.513-5 of the French Monetary and Financial Code are complied with:
 - (a) the assets of such securitisation vehicles comprise at least 90% of exposures to public entities complying with the criteria defined in article L.513-4 of the French Monetary and Financial Code or other receivables benefiting from the same level of guarantees;
 - (b) such units or notes are not subordinated units or subordinated notes;
 - (c) such units or notes benefit from the highest level of credit assessment (*meilleur échelon de qualité de crédit*) assigned by an external rating agency recognised by the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) pursuant to article L.511-44 of the French Monetary and Financial Code; and
 - (d) the similar foreign entities are governed by the laws of a member state of the EU or the EEA if the assets are composed of loans or exposures referred to in article L.513-3 of the French Monetary and Financial Code.

Compliance with those legal eligibility criteria is controlled by the specific controller (*contrôleur spécifique*) of the Issuer who reports to the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) (See section "*Main Features of the legislation and regulations relating to sociétés de crédit foncier*").

In addition, according to articles L.513-7 and R.513-6 of the French Monetary and Financial Code, the Issuer may hold securities, values or deposits which are sufficiently secure and liquid as substitution assets (*valeurs de remplacement*). Those substitution assets may only comprise exposures on credit institutions or investment firms benefiting from the highest level of credit assessment (*meilleur échelon de qualité de crédit*) assigned by an external rating agency recognised by the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) pursuant to article L.511-44 of the French Monetary and Financial Code, or guaranteed by credit institutions or investment firms benefiting from the same credit assessment, or when the remaining maturity of such exposures on credit institutions or investment firms is less than one hundred (100) calendar days, the second highest level of credit assessment (*second meilleur échelon de qualité de crédit*) assigned by an external rating agency recognised by the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) pursuant to article L.511-44 of the French Monetary and Financial Code, or guaranteed by credit institutions or investment firms benefiting from the same credit assessment.

The total amount of such substitution assets must not exceed fifteen per cent. (15%) of the nominal amount of the Privileged Notes issued by the Issuer and other resources benefiting from the *Privilège* as described in section "*Main Features of the legislation and regulations relating to sociétés de crédit foncier*".

Cover ratio between assets and privileged debts

According to articles L.513-12 and R.513-8 of the French Monetary and Financial Code, the ratio between the total amount of assets of *sociétés de crédit foncier*, after application of the relevant weighting percentage, and the amount of liabilities benefiting from the *Privilège* must be at least one hundred and five per cent. (105%). Calculation of this cover ratio is set out in Regulation 99-10 of the *Comité de la Réglementation Bancaire et Financière* (the "**CRBF**") pursuant to which the ratio's denominator is comprised of *obligations foncières* and other resources benefiting from the *Privilège* and the ratio's numerator is made up of all the assets weighted with the percentage applicable to their respective categories. In accordance with the French current legal framework applicable to *sociétés de crédit foncier*, in the case of the Issuer, since the loans are granted to, or guaranteed by, public sector entities, they are accounted for at their accounting value (one hundred per cent. (100%) weighting).

The specific controller (*contrôleur spécifique*) (see section "*Description of the Issuer*") has access to information that allows confirmation of each issue's compliance with the cover ratio. This cover ratio is published four times a year and checked on a quarterly basis by the specific controller (*contrôleur spécifique*).

Credit risk on assets is also overseen by the risk direction of Crédit Mutuel Arkéa.

Additional contractual constraints

The agreements relating to the Programme provide for additional contractual eligibility criteria for the assets of the Issuer. In accordance with those criteria, the vast majority of these assets comes from the commercial financing activities of the Group's entities.

In addition, Crédit Mutuel Arkéa and the Issuer have entered into agreements in order to ensure, by providing to the Issuer liquidity support or transferring to the Issuer additional eligible assets or otherwise, that the Issuer will, at all times, maintain an overcollateralisation ratio, calculated in accordance with a contractual valuation methodology, between its eligible assets and its Privileged Notes equal to or greater than one hundred and five per cent. (105%) (See section "*Description of the Issuer – Business Overview – OC Test*").

Credit risk on bank counterparties

For the Issuer, bank counterparty risk is that of counterparties in:

- (i) administrating the Issuer's bank accounts,
- (ii) paying any sums due under the Facility Agreement (See section "*Description of the Issuer – Business Overview*"),
- (iii) providing cash collateral in accordance with a cash collateral agreement concluded with Crédit Mutuel Arkéa (See section "*Material contracts and relationship between Arkéa Public Sector SCF and Crédit Mutuel Arkéa – Other Agreements*"), and
- (iv) hedging operations it may enter into (if any).

The agreements to be entered into between the Issuer and the above counterparties will comply with the specific legal requirements applicable to *sociétés de crédit foncier* and with the applicable rating agencies public methodologies and criteria which are commensurate to the then current rating of the Privileged Notes.

Interest and currency risks

As described in section "*Description of the Issuer – Business Overview*", each advance granted by the Issuer to the benefit of the Borrower under the Facility Agreement shall be made available in the same Specified Currency and according to the same interest conditions to those applicable to the Privileged Notes funding such advance. As a consequence, as long as an event of default under the Facility Agreement has not occurred, the Issuer is not exposed to any currency and interest risk regarding the advances and the Privileged Notes.

Upon the occurrence of an event of default under the Facility Agreement and the enforcement of the Collateral Security, a significant part of the Issuer's available funds will arise from the Collateral Security. There is no assurance that the assets being part of the Collateral Security will bear interest at the same conditions as the Privileged Notes or will be denominated in the same currency as the Privileged Notes and, as a result, the Issuer may be exposed to interest and/or currency risk regarding the advances and the Privileged Notes.

In order to mitigate the potential mismatch of the interest rates applicable to the Privileged Notes and to the Collateral Security and the potential mismatch of currencies of denomination of the Privileged Notes and the Collateral Security, the Issuer is entitled to enter into hedging agreement(s) and/or provide any other mechanism(s) such as additional over-collateralisation, cash reserve, additional selection rules for the Eligible Assets or any other mechanism(s) which will comply with the legal requirements applicable to *sociétés de crédit foncier*. However, there is no commitment by the Issuer to enter into any hedging agreement(s) and/or provide any other mechanism(s) as describe above and if it does there is no assurance that such hedging agreement(s)

and/or other mechanism(s), if implemented, will be maintained or will adequately cover any interest rate and/or currency risk to which the Issuer might be exposed.

Pursuant to Article 12 of Regulation no. 99-10 of 9 July 1999 of the *Comité de la réglementation bancaire et financière* relating to the *sociétés de crédit foncier* and to the *sociétés de financement de l'habitat* as amended on 26 June 2001, 15 July 2002, 7 May 2007, 23 February 2011, 26 May 2014 and 3 November 2014 (the "**CRBF Regulation**"), the Issuer shall implement a system for measuring overall interest rate risks under the conditions set forth in articles 134 to 139 of the *Arrêté* dated 3 November 2014 with respect to the internal control of banking sector companies, payment services and investment services providers subject to *Autorité de contrôle prudentiel et de résolution* supervision. The level of rate and maturity matching between the assets and the liabilities of the Issuer shall be monitored by the specific controller (*contrôleur spécifique*).

Liquidity risk

The maturity and amortisation profile of the assets transferred as Collateral Security will not match the repayment profile and maturities of the Privileged Notes. Therefore, upon the occurrence of an event of default under the Facility Agreement and the enforcement of the Collateral Security, such mismatch creates a potential need for liquidity at the level of the Issuer.

Pursuant to articles L.513-8 and R.513-7 of the French Monetary and Financial Code, the Issuer must, at all time, cover its treasury needs over a period of one hundred and eighty (180) days, taking into account the forecasted flows of principal and interest on its assets and net flows related to derivative financial instruments referred to in article L.513-10 of the French Monetary and Financial Code (for further description, see section "*Main features of the legislation and regulations relating to sociétés de crédit foncier*").

To anticipate and address the above mentioned liquidity risk and in order to comply with the liquidity ratio of article R.513-7 of the French Monetary and Financial Code, the Issuer will benefit from an undertaking from Crédit Mutuel Arkéa to fund certain amounts as cash collateral (*gage espèces*) so as to secure as they become due and payable the payments of all and any amounts owed by the Borrower under the Facility Agreement (See section "*Material contracts and relationship between Arkéa Public Sector SCF and Crédit Mutuel Arkéa – Other Agreements*").

On the date on which Crédit Mutuel Arkéa's short-term, unsecured, unsubordinated and unguaranteed debt obligation falling below such minimum rating complying with the Rating Agencies' public methodologies and criteria in order to maintain the rating of the Privileged Notes (a "**Pre-Maturity Rating Event**") and on a regular basis throughout the period starting from such date and ending on the date on which the Pre-Maturity Rating Event ceases to be continuing, Crédit Mutuel Arkéa has undertaken (x) to transfer certain amounts to the Issuer on such date by crediting such cash collateral account as designated by the Issuer and (y) to maintain, on a rolling basis until such Pre-Maturity Rating Event has ceased to occur, a minimum reserve amount in such cash collateral account, as security for its payment obligations under the Facility Agreement.

Commingling risk

The Collateral Providers have been appointed by the Issuer to carry out the administration and recovery of the assets transferred as Collateral Security. In the event that insolvency proceedings are opened against any Collateral Provider, a statutory stay of proceedings under French insolvency law will prevent the Issuer from having recourse against such Collateral Provider for the repayment of collections under those assets transferred as Collateral Security which are commingled with other funds of such Collateral Provider.

To address such commingling risk, the Issuer will benefit from a guarantee from Crédit Mutuel Arkéa and an undertaking from Crédit Mutuel Arkéa to transfer to the Issuer, by crediting such account as designated by the Issuer, certain amounts on each relevant collection payment date following Crédit Mutuel Arkéa's short-term, unsecured, unsubordinated and unguaranteed debt obligation falling below such minimum ratings, complying with the Rating Agencies' public methodologies and criteria in order to maintain the rating of the Privileged Notes.

Operating risks involving information systems

The security of the Group's information systems is managed within Crédit Mutuel Arkéa. A security policy has been defined, including directives and operating procedures broken down by risk sector: physical security, security of system access control, security of data bases and applications, security of continued operation.

French insolvency laws

The Issuer is subject to French laws and proceedings affecting creditors' rights (including conciliation proceedings (*procédure de conciliation*), safeguard proceedings (*procédure de sauvegarde*), accelerated financial safeguard proceedings (*procédure de sauvegarde financière accélérée*), accelerated safeguard

proceedings (*procédure de sauvegarde accélérée*) and judicial reorganisation or liquidation proceedings (*procédure de redressement ou de liquidation judiciaires*).

The Issuer, as a specialised credit institution (*établissement de crédit spécialisé*), is also subject to the provisions of articles L.613-25 *et seq.* of the French Monetary and Financial Code. These provisions include *inter alia* specific rules on the opening of an insolvency proceeding against the Issuer, the involvement of the *Autorité de contrôle prudentiel et de résolution* in the event of bankruptcy of the Issuer, specific concepts of suspension of payment (*cessation des paiements*) for the Issuer and some specific rules of liquidation for the Issuer.

As a general principle, the above mentioned insolvency and reorganisation rules favour the continuation of a business and protection of employment over the payment of creditors.

However, the Issuer, as a *société de crédit foncier*, benefits from a regime which derogates in many ways from the French legal provisions relating to insolvency proceedings, including:

- (i) in accordance with article L.513-18 of the French Monetary and Financial Code, the provisions of Article L.632-2 of the French Commercial Code (*nullités facultatives de la période suspecte*) are not applicable to contracts executed by a *société de crédit foncier*, or to legal transactions in favour of a *société de crédit foncier*, as far as such contracts or transactions are directly related to the transactions referred to in L. 513-2 of the French Monetary and Financial Code;
- (ii) in accordance with article L.513-20 of the French Monetary and Financial Code, precludes the extension of insolvency proceedings in respect of the *société de crédit foncier* parent company to the *société de crédit foncier*;
- (iii) in accordance with article L.513-21 of the French Monetary and Financial Code, any service/loan agreement pursuant to which the Issuer has delegated to another credit institution or financing company (*société de financement*) the management or the recovery of loans, exposures, assimilated receivables, securities, instruments, bonds or other sources of financing (in accordance with in accordance with article L.513-15 of the French Monetary and Financial Code) may be immediately terminated upon the opening of bankruptcy proceedings (*procédure de sauvegarde, de sauvegarde financière accélérée, de sauvegarde accélérée, de redressement ou de liquidation judiciaires*) affecting such credit institution or financing company (*société de financement*);
- (iv) pursuant to article L.513-11 of the French Monetary and Financial Code, in case of *procédure de sauvegarde, procédure de redressement ou de liquidation judiciaires* or conciliation proceedings (*procédure de conciliation*) of the Issuer, all cash flows generated by the assets of the Issuer are allocated as a matter of absolute priority to servicing liabilities of the Issuer which benefit from the *privilège* (priority right of payment) as they fall due, in preference to all other claims, whether or not secured or statutorily preferred and, until payment in full of the liabilities of the Issuer which benefit from the *privilège* (priority right of payment), no other creditors may take any action against the assets of the Issuer.

In the case of insolvency proceedings in respect of the Issuer, the ability of holders of Privileged Notes to enforce their rights under the Privileged Notes may be limited.

Bank Recovery and Resolution Directive

Directive 2014/59/EU of the European Parliament and of the Council of the European Union dated 15 May 2014 establishing an EU-wide framework for the recovery and resolution of credit institutions and investment firms (the "**Bank Recovery and Resolution Directive**" or "**BRRD**") entered into force on 2 July 2014.

The stated aim of the BRRD and Regulation (EU) No. 806/2014 of the European Parliament and of the Council of the European Union dated July 2014 (the "**SRM Regulation**") is to provide for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms. The regime provided for by the BRRD is, among other things, stated to be needed to provide the authority designated by each EU Member State (the "**Resolution Authority**") with a credible set of tools to intervene sufficiently early and quickly in an unsound or failing institution so as to ensure the continuity of the institution's critical financial and economic functions, while minimizing the impact of an institution's failure on the economy and financial system (including taxpayers' exposure to losses). Under the SRM Regulation a centralized power of resolution is established and entrusted to the Single Resolution Board (the "**SRB**") and to the national resolution authorities. As a Directive, the BRRD is not directly applicable in France and had to be implemented into national legislation. The French ordonnance No. 2015-1024 dated 20 August 2015 (the "**Ordonnance**") implemented the BRRD into French law and amended the French Monetary and Financial Code for this purpose. In addition, the Decree No. 2015-1160 of 17 September 2015 and three Ministerial Orders of 11 September 2015 transposing the provisions of the Ordonnance on (i) the recovery plan, (ii) the resolution plan and (iii) the criterion to assess the

solvency of an institution or a group have been published on 20 September 2015, mainly to transpose the BRRD in France. The Ordonnance has been ratified by law No. 2016-1691 dated 9 December 2016 (*Loi n°2016-1691 du 9 décembre 2016 relative à la transparence, à la lutte contre la corruption et à la modernisation de la vie économique*) which also incorporates provisions which clarify the implementation of the BRRD in France.

The powers provided to the Resolution Authority in the BRRD and the SRM Regulation include write-down/conversion powers to ensure that capital instruments (including subordinated debt instruments) and eligible liabilities (including senior debt instruments such as the Privileged Notes if junior instruments prove insufficient to absorb all losses) absorb losses of the issuing institution under resolution in accordance with a set order of priority (the "**Bail-in Tool**"). The conditions for resolution under the French Monetary and Financial Code implementing the BRRD are deemed to be met when: (i) the Resolution Authority or the relevant supervisory authority determines that the institution is failing or is likely to fail, (ii) there is no reasonable prospect that any measure other than a resolution measure would prevent the failure within a reasonable timeframe, and (iii) a resolution measure is necessary for the achievement of the resolution objectives and winding up of the institution under normal insolvency proceedings would not meet those resolution objectives to the same extent.

The Resolution Authority could also, independently of a resolution measure or in combination with a resolution measure where the conditions for resolution are met, write-down or convert capital instruments (including subordinated debt instruments) into equity when it determines that the institution or its group will no longer be viable unless such write down or conversion power is exercised or when the institution requires extraordinary public financial support (except when extraordinary public financial support is provided in the form defined in Article L.613-48 III, 3° of the French Monetary and Financial Code).

The Bail-in Tool could result in the full (i.e., to zero) or partial write-down or conversion into ordinary shares or other instruments of ownership of the Privileged Notes, or the variation of the terms of the Privileged Notes (for example, the maturity and/or interest payable may be altered and/or a temporary suspension of payments may be ordered). Extraordinary public financial support should only be used as a last resort after having assessed and applied, to the maximum extent practicable, the resolutions measures, including the Bail-in Tool. In addition, if the Issuer's financial condition deteriorates, the existence of the Bail-in Tool could cause the market price or value of the Privileged Notes to decline more rapidly than would be the case in the absence of such power.

In addition to the Bail-in Tool, the BRRD provides the Resolution Authority with broader powers to implement other resolution measures with respect to institutions that meet the conditions for resolution, which may include (without limitation) the sale of the institution's business, the creation of a bridge institution, the separation of assets, the replacement or substitution of the institution as obligor in respect of debt instruments, modifications to the terms of debt instruments (including altering the maturity and/or the amount of interest payable and/or imposing a temporary suspension on payments), removing management, appointing an interim administrator, and discontinuing the listing and admission to trading of financial instruments.

With respect to the *obligations foncières* and other privileged notes, the BRRD provides that the Resolution Authority shall not exercise the write down or conversion powers in relation to secured liabilities including covered bonds and liabilities in the form of financial instruments used for hedging purposes which form an integral part of the cover pool and which according to national law are secured in a way similar to covered bonds, whether they are governed by the law of a Member State or of a third country. Nevertheless, relevant claims for the purposes of the Bail-in Tool would still include the claims of the holders in respect of any Privileged Notes issued under the Programme, only if and to the extent that the notes liability exceeded the value of the cover pool collateral against which it is secured.

Before taking a resolution measure or exercising the power to write down or convert to equity relevant debt instruments, the Resolution Authority must ensure that a fair, prudent and realistic valuation of the assets and liabilities of the institution is carried out by a person independent from any public authority.

Since 1st January 2016, French credit institutions (such as the Issuer) have to meet, at all times, a minimum requirement for own funds and eligible liabilities ("**MREL**") pursuant to Article L.613-44 of the French Monetary and Financial Code. The MREL, which is expressed as a percentage of the total liabilities and own funds of the institution, aims at avoiding institutions to structure their liabilities in a manner that impedes the effectiveness of the Bail-in Tool. The MREL regime as defined by BRRD is currently subject to an ongoing reform with a proposal for (i) a European Parliament and Council directive on the loss-absorbing capacity of the credit establishments and investment companies (COM(2016) 852 final), dated 23 November 2016, (ii) a European Parliament and Council regulation amending Regulation n° 806/2014 regarding the loss-absorbing capacity of the credit establishments and investment companies (COM(2016) 851 final), dated 23 November 2016 and (iii) a European Parliament and Council directive on unsecured debt instruments ranking in case of insolvency (COM(2016) 853 final), dated 23 November 2016. On 25 May 2018, the Council of the European Union stated its position on these proposals. Negotiations with the European Parliament have not

started yet, therefore it is not yet possible to assess whether these proposals will be adopted in full or what their impact will be on the issuer's activity.

In accordance with the provisions of the SRM Regulation, when applicable, the SRB, has replaced the national resolution authorities designated under the BRRD with respect to all aspects relating to the decision-making process and the national resolution authorities designated under the BRRD continue to carry out activities relating to the implementation of resolution schemes adopted by the SRB. The provisions relating to the cooperation between the SRB and the national resolution authorities for the preparation of the banks' resolution plans have applied since 1st January 2015 and the SRM has been fully operational since 1st January 2016.

The application of any resolution measure under the French BRRD implementing provisions, or any suggestion of such application, with respect to the Issuer could materially adversely affect the rights of the Noteholders, the price or value of an investment in the Privileged Notes and/or the ability of the Issuer to satisfy its obligations under the Privileged Notes. Moreover, if the Issuer's financial condition deteriorates, the existence of the Bail-in Tool or the exercise of write-down/conversion powers by the Resolution Authority independently of a resolution measure with respect to capital instruments or in combination with a resolution measure when it determines that the institution or its group will no longer be viable could cause the market price or value of the Privileged Notes to decline more rapidly than would be the case in the absence of such powers.

Noteholders may have only very limited rights to challenge and/or seek a suspension of any decision of the Resolution Authority to exercise its resolution powers or to have that decision reviewed by a judicial or administrative process or otherwise.

Covered bonds could be subject to a future European legislation evolution

On 12 March 2018, the European Commission has published a proposal for a Directive and for a Regulation on the issue of covered bonds, aiming for the establishment of a framework to enable a more harmonized covered bond market in the European Union. The proposed Directive covers in particular requirements for issuing covered bonds, requirements for marketing covered bonds as "European Covered Bonds", structural features of covered bonds (such as asset composition, derivatives, liquidity) and regulatory supervision. The proposed Regulation would mainly amend Article 129 of Regulation (EU) No. 575/2013 (Capital Requirements Regulation (CRR)) and would add requirements on minimum overcollateralisation and substitution assets. The minimum overcollateralization would be set at 2 % and 5 % depending on the assets in the cover pool, based on a nominal calculation method.

These proposals remain subject to amendments by the European Parliament and Council and should be adopted in 2019. If the proposed Directive and Regulation are adopted and depending on the implementation by each of the member states of the European Union (and in particular France), the Issuer may be impacted.

2. Risks related to the Borrower

Borrower's ability to pay under the Facility Agreement

Neither the Issuer, the Borrower nor any other party to the Programme Documents (other than upon certain circumstances, the Cash Collateral Provider and without prejudice to the Collateral Security granted by the Collateral Providers) guarantees or warrants the full and timely payment by the Borrower of any sums of principal or interest payable under any advance made available pursuant to the Facility Agreement, being part of the Issuer assets.

Should the Borrower be subject to any applicable insolvency proceedings (including, the procedures of safeguard, moratorium, suspension of payments, controlled management, liquidation or similar insolvency proceedings), this would impair the ability of the Issuer to claim against the Borrower to obtain timely payment of amounts of principal and interest due and payable under any advance made available pursuant to the Facility Agreement.

However in such event, the Issuer would be entitled to accelerate the payment of such amounts and then immediately enforce the Collateral Security or the Cash Collateral (including upon and following the commencement of insolvency proceedings against the Cash Collateral Provider and/or the Collateral Providers).

Credit rating of the Privileged Notes may be affected by various factors

In the rating agencies' methodologies, the credit rating of a covered bond program is linked to the credit rating attributed to the Issuer's parent. The rating criteria for the Issuer include both the financial health of its parent, Crédit Mutuel Arkéa, as well as the strength of the support which is granted by the entities of the Crédit Mutuel Arkéa Group as Collateral Providers by way of the Collateral Security and various other structural features such as any Cash Collateral that aim to achieve a de-linkage between the rating of Crédit Mutuel Arkéa and the rating of the Privileged Notes. Nevertheless, if the Collateral Security and the other support granted to the Issuer prove

insufficient or fail to be granted to the Issuer in accordance with the Programme Documents, decreases in the credit rating of Crédit Mutuel Arkéa may cause a decrease in the credit rating of the Privileged Notes. Furthermore, failure to meet any overcollateralisation requirement required by the Rating Agencies may result not only in the occurrence of an Event of Default but also in a downgrade of the rating assigned to the Privileged Notes. If the credit rating of the Privileged Notes were reduced due to these factors, such downgrade may adversely affect the value of the outstanding Privileged Notes and/or the ability of the Noteholders to sell the Privileged Notes, increase the Issuer's cost of borrowing and adversely affect the Issuer's ability to issue new Privileged Notes.

Relationship between the Borrower and the *Confédération Nationale du Crédit Mutuel*

1.1. Implementation of the Crédit Mutuel Arkéa Group's unilateral disaffiliation from the Crédit Mutuel

Since late 2014, Crédit Mutuel Arkéa has been involved in a series of disputes with Confédération Nationale du Crédit Mutuel ("CNCM"), Crédit Mutuel's central body, relating primarily to potential conflicts of interest between the central body and one of its affiliates. These disputes mainly concern administrative, technical and financial supervision by CNCM and the use of the "Crédit Mutuel" name.

This situation led Crédit Mutuel Arkéa's board of directors, at its meeting of 17 January 2018, to authorise Crédit Mutuel Arkéa Group's senior management to take all actions enabling Crédit Mutuel Arkéa to become a cooperative and mutual banking group independent from the rest of Crédit Mutuel.

The directors of the local savings banks and the directors of *Crédit Mutuel de Bretagne*, *Crédit Mutuel du Sud-Ouest* and *Crédit Mutuel Massif Central* federations were requested to vote during the first half of 2018. At the conclusion of the consultation process initiated by the Crédit Mutuel Arkéa Group's local savings banks, and after the federations' Boards of Directors had met, the Crédit Mutuel Arkéa Group certified the results of the votes cast by the 307 local banks: 94.5% of the local savings banks voted in favor of Crédit Mutuel Arkéa's independence, which will thus become a cooperative and territorial group with mutualist values, independent from the rest of Crédit Mutuel. This historic inaugural vote, which binds all stakeholders, definitively marks the departure will of the Crédit Mutuel Arkéa Group from the Crédit Mutuel.

The Crédit Mutuel Arkéa Group will now begin operational implementation of its unilateral disaffiliation. At its meeting of 29 June 2018, Crédit Mutuel Arkéa's board of directors approved the planned organizational structure of the future independent group and called on the local savings banks to convey their opinion, starting in the fall of 2018, on the implementation of this structure. It was also decided that Crédit Mutuel Arkéa will do business under a name other than "Crédit Mutuel". Nevertheless, operational implementation of Crédit Mutuel Arkéa Group's unilateral disaffiliation must be approved by the local savings banks.

It is anticipated that, after the unilateral disaffiliation of the Crédit Mutuel Arkéa Group from the Crédit Mutuel, the local savings banks will become Local Cooperative Companies ("LCCs") and will retain their status as cooperative companies with variable capital that, together with Arkéa (which will then become the "Arkéa Group"), will form a union of cooperatives, pursuant to Act 47-1775 of 10 September 1947 which created cooperative status (the "**1947 Act**"). The corporate purpose of the new LCCs will be refocused on their primary objective: to develop the cooperative shareholder base and facilitate access to banking and financial services. They will thus be responsible, in particular, for promoting cooperative and mutualist values and for advising cooperative shareholders and clients within their geographical purview.

To do so, all regulated financial activities of the local savings banks will be contributed or sold to Arkéa Group, which at the same time will open local branches within the banks. Moreover, under this new organization, all banking operations and investment services will thereafter be carried out by the Arkéa Group local branch opened in the LCCs' premises.

To perform their intermediation activities, the LCCs could, if necessary, opt for the status of banking transaction and payment services intermediaries, insurance intermediaries and/or tied agents of Arkéa Group for the provision of investment services.

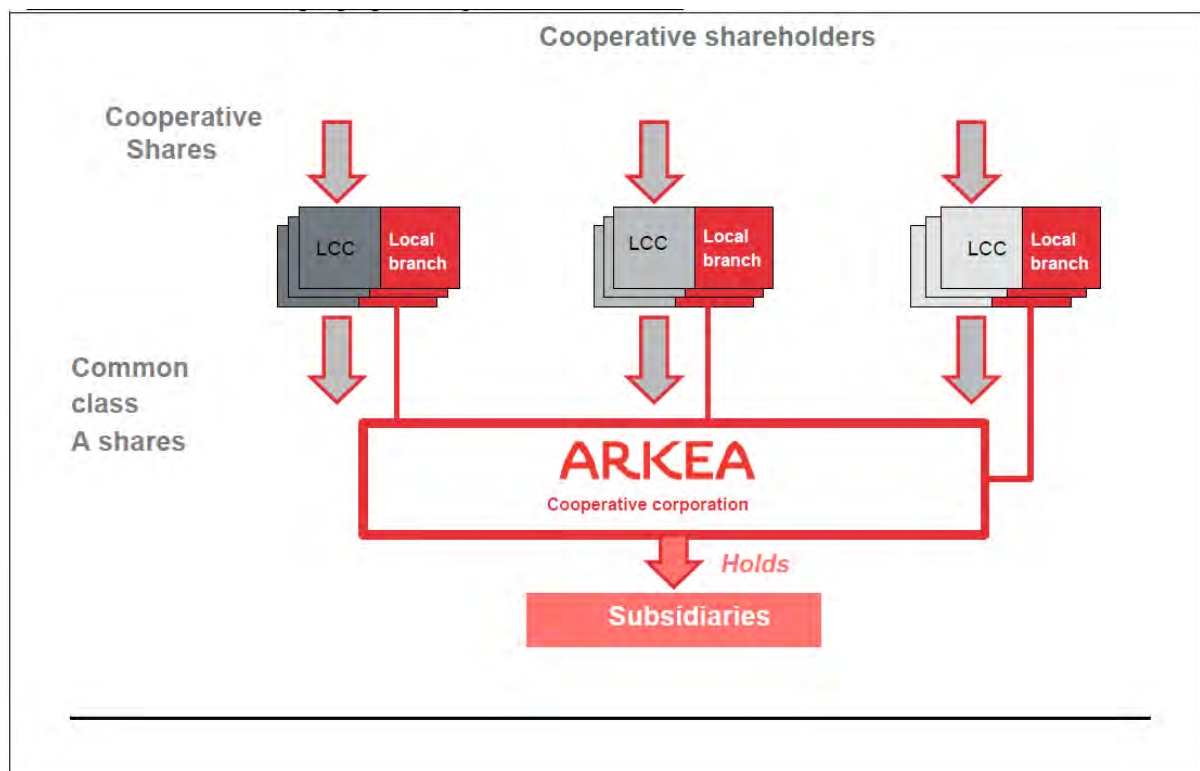
Each LCC could also advise the local branch of Arkéa Group with which it is affiliated for the purpose of providing appropriate banking and financial services to its cooperative shareholders.

In accordance with the 1947 Act, each cooperative shareholder could continue to take part in the LCCs' corporate procedures under the "one person, one vote" principle and run for a position on his/her LCC's board of directors. The LCCs will continue to be the sole holders of the class A common shares issued by Arkéa Group. In other words, Arkéa Group's governance would be rooted in the involvement and participation of each LCC.

In addition, an affiliation agreement between all LCCs and Arkéa Group will be entered into for a term of 99 years with the aim of implementing solidarity, mutual assistance and support mechanisms to further the achievement of the LCCs' primary mission, i.e., to promote access to banking and financial services for all.

Regional federations will be set up to structure the operation and governance of the LCCs.

Crédit Mutuel Arkéa Group's proposed organizational structure



1.2. Risks due to the complexity of the situation and risks associated with the Crédit Mutuel Arkéa Group's disaffiliation from the Crédit Mutuel

The situation in relation to the Crédit Mutuel Arkéa Group's proposed disaffiliation from the Crédit Mutuel is unprecedented and particularly complex to achieve. Investors' attention is drawn to the complexity of the situation related to the Crédit Mutuel Arkéa Group's disaffiliation from the Crédit Mutuel and generates uncertainties and associated risks. In addition, any commercial stakes linked to the loss of the "Crédit Mutuel" brand and the adoption by Crédit Mutuel Arkéa of a name and commercial brands that do not include the terms "Crédit Mutuel" must be taken into consideration.

Prior making any investment decision, prospective investors should conduct an in-depth analysis of the unilateral disaffiliation project, the Crédit Mutuel Arkéa Group's planned organizational structure as described above and the related uncertainties and associated risks, as described below. In particular, investors should carefully consider all the information included in this Base Prospectus and, especially when making their investment decision, the risk factors related to the change in the organization of the main shareholders of cooperative shares and the risks related to the unilateral disaffiliation of Crédit Mutuel Arkéa's Group from the Crédit Mutuel listed in this Base Prospectus.

The disaffiliation of the Crédit Mutuel Arkéa Group will not change its status as a cooperative and territorial group with mutualist values. However, its disaffiliation from the Crédit Mutuel will engender consequences that may be difficult for investors to assess but that should be understood and analysed before making any investment decision. Due to its unprecedented situation, Crédit Mutuel Arkéa cannot guarantee that the project will be completed, that it will not be subject to major changes compared to what was originally planned or that new difficulties will not emerge during its implementation.

1.3. Risks in relation to local savings banks

- *Uncertainties about the possibility for the local savings banks to continue issuing cooperative shares by making public offerings and possible loss of the local savings banks' banking licenses*

As a result of the local savings banks' unilateral disaffiliation from the Crédit Mutuel they will cease to be covered by the group banking license granted pursuant to Article R. 511-3 of the French Monetary and Financial

Code, which could impact their ability to issue cooperative shares to the public in the future. Until now, public offerings of cooperative shares have been an essential source of financing for Crédit Mutuel Arkéa. The inability of local savings banks to continue making public offerings could have a major impact on the financial position of the Crédit Mutuel Arkéa Group if an alternative plan is not put in place. A share issue program is under discussion with the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) and the European Central Bank ("ECB"). There is no certainty that the proposed program will be accepted by the authorities.

Crédit Mutuel Arkéa's analysis of the implementation of Crédit Mutuel Arkéa Group's unilateral disaffiliation from the Crédit Mutuel has confirmed that the class A, B and C cooperative shares that have been issued by the local savings banks to date would not be affected.

The legal basis for early redemption of the class A, B and C cooperative shares is found in (i) the 1947 Act and (ii) Regulation (EU) No. 575/2013 of 26 June 2013 due to the capital nature of the cooperative shares. These laws do not provide for early redemption on the grounds of loss of the local savings banks' banking license or a change in their corporate purpose, provided they retain their cooperative status.

Moreover, the contractual terms of the class A, B and C cooperative shares do not provide for early redemption in the event the local savings banks that are converted into LCCs lose their banking license.

- ***Risk associated with the future status of the local savings banks that voted against the proposed unilateral disaffiliation***

The local savings banks that voted against the unilateral disaffiliation from the Crédit Mutuel, or that choose not to take part in the vote, may decide not to join this new organization. They may opt to remain a part of Crédit Mutuel, in an organizational structure yet to be defined by the Crédit Mutuel. However, the results of the vote on the Crédit Mutuel Arkéa Group's proposed independence are not necessarily an indication of the outcome of the local savings banks' future vote on the operational implementation of this unilateral disaffiliation from the Crédit Mutuel. Because each local savings bank's vote in the first half of 2018 was merely a straw poll, each local savings bank will be asked to vote on the Crédit Mutuel Arkéa Group's unilateral disaffiliation implementation.

Local savings banks that choose to vote against unilateral disaffiliation will have to join the Crédit Mutuel in order to be covered by a new group banking license. This new affiliation is not grounds for early redemption of the class A, B and C cooperative shares. However, these local savings banks will be repaid the value of the ordinary class A Crédit Mutuel Arkéa shares they hold.

More specifically, with respect to the local savings banks that are members of the *Crédit Mutuel Massif Central* federation, at the Crédit Mutuel Arkéa board of directors' meeting held on 17 January 2018, the Crédit Mutuel Arkéa Group requested the local savings banks of the *Crédit Mutuel de Bretagne*, *Crédit Mutuel du Sud-Ouest* and *Crédit Mutuel Massif Central* federations to initiate consultations on the Crédit Mutuel Arkéa Group's proposed independence. The board of directors of the *Crédit Mutuel Massif Central* federation opposed the principle of consulting the boards of directors of the local savings banks within its purview. Nevertheless, a consultation was initiated by six of the thirty local savings banks that are members of the *Crédit Mutuel Massif Central* federation.

- ***Risks associated with the final vote of the cooperative shareholders***

Operational implementation of Crédit Mutuel Arkéa Group's unilateral disaffiliation must be voted on and approved by the local savings banks' boards of directors. Local savings banks that vote in favor of disaffiliation from the Crédit Mutuel will be required to convene an extraordinary general shareholders' meeting to approve *inter alia* the relevant amendments to their articles of incorporation. The results of the straw poll on the Crédit Mutuel Arkéa Group's proposed independence plan are not necessarily an indication of the outcome of the local savings banks' future vote on the operational implementation of this unilateral disaffiliation from the Crédit Mutuel. There is no certainty as to the outcome of the local savings banks' future votes.

At this stage, there is no certainty as to how this situation may play out and/or when it will be resolved.

1.4. Risks in relation to Crédit Mutuel Arkéa

At the conclusion of the unilateral disaffiliation of the Crédit Mutuel Arkéa Group from the Crédit Mutuel, whose central body is the CNCM, the Arkéa Group will continue to be structured around Arkéa Group (currently Crédit Mutuel Arkéa), which will be licensed as a cooperative bank and directly supervised by the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) and the ECB.

- ***Risks associated with the approval of the supervisory authorities***

In accordance with the French Monetary and Financial Code, at the time of Crédit Mutuel Arkéa's unilateral disaffiliation from the Crédit Mutuel, the CNCM, as its central body, should notify the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) of Crédit Mutuel Arkéa's unilateral disaffiliation.

Implementation of the proposed unilateral disaffiliation is subject to the approval of the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) and the ECB concerning the banking authorization of Crédit Mutuel Arkéa and the local savings banks attached to it, and these authorities will be required to make a decision thereon when the central body notifies the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) of each Crédit Mutuel Arkéa Group entity's loss of affiliate status in accordance with Article L. 511-31 of the French Monetary and Financial Code. At this stage, discussions are under way with each of these authorities. However, there is no assurance that their approval will be obtained, and the time frame and conditions for obtaining such approval are uncertain. Changing Crédit Mutuel Arkéa's corporate name will also require the prior approval of these authorities.

- ***Risk associated with prudential calculations***

The Crédit Mutuel Arkéa Group's disaffiliation from the Crédit Mutuel may result in a change in the weighted risk calculation internal model, which may generate higher capital requirements, or may require a transition to a standard model.

As of 31 December 2017, credit risk was assessed on the basis of net risk exposure totaling €88 billion, of which:

- risk exposure totaling €58.3 billion was measured using an internal rating approach; and
- risk exposure totaling €29.7 billion was already measured using a standard approach.

Therefore, the disaffiliation from the Crédit Mutuel may lead to a review of the weighted risk assessment method for the €58 billion in risk exposure that is currently measured using an internal rating approach.

- ***Risks associated with compensation claims by the CNCM***

On 19 June 2018, the CNCM issued a press release in which it raised the possibility of claiming compensation from the Crédit Mutuel Arkéa Group on "the basis of the € 3.5 billion in accumulated reserves of Crédit Mutuel Arkéa and its local savings banks, for the retrocession to Crédit Mutuel of the pooling profit created the community of customers and cooperative shareholders" and compensation for the "losses caused, in particular as a result of the need to reestablish its network in the Southwest and Brittany." Crédit Mutuel Arkéa considers this communication to be misleading because it lacks any legal basis, either as regards the calculation bases mentioned or as regards the very principle of compensation. To the date of this Base Prospectus, the Crédit Mutuel Arkéa Group has not received any formal and substantiated demand. However, if such a demand is made, Crédit Mutuel Arkéa will dispute it.

- ***Risks associated with Crédit Mutuel Arkéa's governance***

At its meeting held on 20 April 2018, the CNCM's board of directors proposed new draft articles of incorporation for the CNCM that would enable it to expel key executives of the regional federations. In reaction thereto, Crédit Mutuel Arkéa's general shareholders' meeting held on 16 May 2018 adopted a resolution authorising Crédit Mutuel Arkéa's board of directors, its Chairman and the executives effectively running Crédit Mutuel Arkéa to decide to unilaterally disaffiliate from the CNCM in the event of hostile action. This exit would be carried out by exercising the right of withdrawal available to any member of a 1901 Act association such as the CNCM. These new provisions of the articles of incorporation were approved by CNCM's general shareholders' meeting held on 31 May 2018 and were then approved by the Economy and Finance Minister in a letter dated 10 July 2018.

- ***Litigation risks***

Implementation of the Crédit Mutuel Arkéa Group's unilateral disaffiliation from the Crédit Mutuel creates the risk that the CNCM may legally challenge the Crédit Mutuel Arkéa Group's unilateral disaffiliation.

Moreover, operational implementation of the Crédit Mutuel Arkéa Group's disaffiliation may generate litigation or various claims against Crédit Mutuel Arkéa by the Group's customers or counterparties, in particular due to the unprecedented nature of such disaffiliation.

- ***Risk associated with the loss of inter-federation solidarity***

Crédit Mutuel Arkéa will lose the benefit of the inter-federation solidarity mechanism if the Crédit Mutuel Arkéa Group becomes independent from Crédit Mutuel as described above. However, Crédit Mutuel Arkéa has its own solidarity mechanism which would function in the first instance.

An affiliation agreement between LCCs and Arkéa Group will be entered into for a term of 99 years with the aim of implementing solidarity, mutual assistance and support mechanisms to further the achievement of the LCCs' primary mission, i.e., to promote access to banking and financial services for all.

At this stage, there is no certainty as to how this situation may play out and/or when it will be resolved.

3. Risks related to the Privileged Notes

Risks related to Privileged Notes generally

The Privileged Notes may not be a suitable investment for all investors

Each potential investor in the Privileged Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Privileged Notes, the merits and risks of investing in the relevant Privileged Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement to this Base Prospectus and the relevant Final Terms;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial condition, an investment in the relevant Privileged Notes and the impact the relevant Privileged Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Privileged Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the relevant Privileged Notes and be familiar with the behaviour of any relevant rates and financial markets;
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and
- (vi) ensure that, in terms of any legislation or regulatory regime applicable to such investor, it complies with existing restrictions (if any) on its ability to invest in Privileged Notes generally and in any particular type of Privileged Notes.

A potential investor should not invest in Privileged Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Privileged Notes will perform under changing conditions, the resulting effects on the value of such Privileged Notes and the impact this investment will have on the potential investor's overall investment portfolio.

Modification of the Conditions

Holders of French law Privileged Notes will, in respect of all Tranches in any Series of French law Privileged Notes, be grouped automatically for the defence of their common interests in a *Masse*, as defined in Condition 11, and matters affecting their interests are generally adopted either through a general meeting of Noteholders (the "**General Meeting**") or by unanimous consent following a Written Unanimous Decision, as defined in Condition 11(d)(ii). The Terms and Conditions applicable to the French law Privileged Notes permit in certain cases defined majorities to bind all French law Noteholders including French law Noteholders who did not attend and vote at the relevant General Meeting or who did not vote through the relevant Written Unanimous Decision and French law Noteholders who voted in a manner contrary to the majority. General Meetings or Written Unanimous Decisions may deal with any proposal relating to the modification of the Terms and Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, as more fully described in Condition 11.

Similarly, modifications of the Terms and Conditions of the German law Privileged Notes (such as a deferral or waiving of payment claims) may, by resolutions exceeding certain defined majority thresholds of the Noteholders which are binding for all Noteholders, be made.

Change of law

The Terms and Conditions of the French law Privileged Notes are based on French law and the Terms and Conditions of the German law Privileged Notes are based on German law, in each case in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to French law, German law (as applicable) or administrative practice after the date of this Base Prospectus.

Taxation

Potential purchasers and sellers of the Privileged 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 jurisdiction where the Privileged Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial notes such as the Privileged Notes. Potential investors are advised not to rely upon the tax overview contained in this Base Prospectus but to ask for their own tax adviser's advice on their individual taxation with respect to the subscription, acquisition, disposal, sale and redemption of the Privileged 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 section "*Taxation*" of this Base Prospectus.

Withholding Taxes - No gross-up obligation

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

In addition, if French law should require that payments of principal, interest and other revenues in respect of any French law Privileged Notes be subject to withholding or deduction in respect of any present or future taxes or duties whatsoever, such French law Privileged Notes may not be redeemed early.

Implementation of CRD IV package

The "**CRD IV package**" consists of the Capital Requirements Directive no. 2013/36/EU dated 26 June 2013 and the Capital Requirements Regulation no. 575/2013 dated 26 June 2013. A number of requirements arising from the CRD IV package was implemented under French law through Law no. 2013-672 dated 26 July 2013 relating to the separation and regulation of banking activities. The implementation of the CRD IV package at the legislative level was finalized under French law by ordonnance No. 2014-158 dated 20 February 2014 and several *décrets* and *arrêtés* dated 3 November 2014.

The implementation of the CRD IV package has and will continue to bring about a number of substantial changes to the current capital requirements, prudential oversight and risk-management systems, including those of the Issuer.

The direction and the magnitude of the impact of CRD IV package will depend on the particular asset structure of each bank and its precise impact on the Issuer cannot be quantified with certainty at this time. The Issuer may operate its businesses in ways that are less profitable than its present operation in complying with the guidelines resulting from the transposition and application of the CRD IV package. In addition, the implementation of CRD IV package could affect the risk weighting of the Privileged Notes in respect of certain investors to the extent that those investors are subject to the guidelines resulting from the implementation of the CRD IV package. On November 2016, the European Commission issued several legislative proposals proposing to amend a number of key EU banking directives and regulations, including CRD IV package, BRRD and the SRM Regulation, the purpose of which is inter alia to reflect more accurately long-term funding risk and excessive leverage, increase the loss-absorption capacity of globally significant institutions, improve the treatment of market risks by increasing the risk sensitivity of the existing rules and increase convergence within the European Union in the area of insolvency law and restructuring proceedings, particularly through the introduction of a moratorium tool. These proposals remain subject to amendments by the Parliament and the Council and are scheduled to be adopted in 2019. It is not yet possible to assess the full impact of these proposals. Accordingly, recipients of this Base Prospectus should consult their own advisers as to the consequences and effects that the implementation of the CRD IV package could have on them.

Transactions on the Privileged Notes could be subject to a future European financial transaction tax

On 14 February 2013, the European Commission adopted a proposal for a Council Directive (the "**Proposed Directive**") aiming for an enhanced cooperation with respect to the taxation of financial transactions, which if adopted would subject transactions involving financial institutions in securities such as the Privileged Notes to a financial transaction tax (the "**FTT**"). It is currently anticipated that the FTT would be implemented in ten (10) member states of the EEA (Austria, Belgium, France, Germany, Greece, Italy, Portugal, Slovenia, Slovakia and

Spain) (the "**Participating Member States**"). In March 2016, Estonia officially indicated that it will no longer be a Participating Member State.

Pursuant to the Proposed Directive, the FTT could apply to persons both within and outside of the Participating Member States. Generally, it would apply to all financial transactions where at least one (1) party to the transaction, or person acting for the account of one party to the transaction, is established in a Participating Member State. However, the FTT should not apply to transactions on the primary market referred to in Article 5(c) of EC Regulation 1287/2006 dated 10 August 2006, including the subscription and allocation of financial instruments upon issuance. The FTT would be payable by each financial institution established, or deemed to be established, in a Participating Member State as long as (i) it is party to a transaction, or acts for the account of a party to a transaction, or (ii) the transaction has been entered into for its own account. The taxation rate would be left to the discretion of each Participating Member State but would not be less than 0.1 per cent. of the taxable amount for financial instruments other than derivative instruments.

Each prospective investor should bear in mind that, where the Proposed Directive would apply, selling or exchanging Privileged Notes would be subject to the FTT at a rate of at least 0.1 per cent., provided that the above mentioned requirements are met. As a result, each investor would either have to bear the FTT or reimburse the financial institution of the relevant amount.

If the proposed directive is adopted and implemented in local legislation, Noteholders may be exposed to increased transaction costs with respect to financial transactions carried out with respect to the Privileged Notes and the liquidity of the market for the Privileged Notes may be diminished.

The Proposed Directive is still subject to negotiation between the Participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear.

Prospective investors should consult their own tax advisers in relation to the consequences of the FTT associated with subscribing, purchasing, holding and disposing the Privileged Notes.

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

Privileged Notes issued under the Programme will either be fungible with an existing Series (other than the German law Privileged Notes which will be issued in registered form) or have different terms to an existing Series (in which case they will constitute a new Series). All Privileged Notes issued from time to time will rank *pari passu* with each other in all respects and will benefit equally from the *Privilège*.

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

Privileged Notes subject to optional redemption by the Issuer

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

The redeemed face amount of the Privileged Notes may be lower than the purchase price for the Privileged Notes paid by the Noteholders. As a consequence, part of the capital invested by the Noteholder may be lost, so that the Noteholder in such case would not receive the total amount of the capital invested.

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

In addition, the exercise of a redemption option by the Issuer only for certain Privileged Notes may affect the liquidity for the other Privileged Notes of the same Series for which the option has not been exercised. On the basis of the number of Privileged Notes of the same Series for which the redemption option provided in the relevant Final Terms was exercised, the securities market for which such redemption right was not exercised could become illiquid.

Privileged Notes with soft bullet maturity may be redeemed after their initial maturity date

The Final Maturity Date of the Privileged Notes with soft bullet maturity (the "**Soft Bullet Privileged Notes**") may be extended automatically to the Extended Final Maturity Date if the Final Redemption Amount of the relevant Soft Bullet Privileged Notes is not paid by the Issuer on the Final Maturity Date. The payment of the Final Redemption Amount may be automatically deferred and shall become due and payable on the Extended

Final Maturity Date if so specified in the relevant Final Terms, provided that all or part of the Final Redemption Amount unpaid on the Final Maturity Date may be paid by the Issuer on any Interest Payment Date occurring thereafter up to and including the relevant Extended Final Maturity Date. Interest will continue to accrue on any unpaid amount during such extended period at the relevant applicable Rate of Interest and will be payable on each Interest Payment Date and on the Extended Final Maturity Date, all as specified in the relevant Final Terms and in accordance with the applicable Conditions. The extension of the maturity of the Privileged Notes from the Maturity Date to the Extended Maturity Date will not result in any right of the Noteholders to accelerate payments or take action against the Issuer and will result in a delay of payments of principal on the relevant Privileged Notes.

There is no assurance that the situation of the Issuer will not change between the Final Maturity Date and the Extended Final Maturity Date.

Fixed Rate Privileged Notes

Investment in Privileged Notes which bear interest at a fixed rate (a "**Fixed Rate**") involves the risk that inflation or subsequent changes in market interest rates may adversely affect the value of the relevant Tranche.

While the nominal interest rate of a Fixed Rate Privileged Note is determined during the term of such Privileged Note or within a given period of time, the market interest rate (the "**Market Interest Rate**") typically varies on a daily basis. As the Market Interest Rate changes, the price of the Privileged Note varies in the opposite direction. If the Market Interest Rate increases, the price of the Privileged Note typically decreases, until the yield of the Privileged Note equals approximately the Market Interest Rate. If the Market Interest Rate decreases, the price of a Fixed Rate Privileged Note typically increases, until the yield of the notes equals approximately the Market Interest Rate.

Noteholders should be aware that movements of the Market Interest Rate can adversely affect the price of the Privileged Notes and can lead to losses for Noteholders if they sell Notes during the period in which the Market Interest Rate exceeds the Fixed Rate of the Privileged Notes.

In addition, the yield of Privileged Notes which bear interest at a Fixed Rate (which will be specified in the relevant Final Terms) shall be calculated at the issue date of such Notes on the basis of its issue price. It shall not be an indication of future yield.

Floating Rate and CMS Rate Privileged Notes

Investment in Privileged Notes which bear interest at a floating rate, such as Floating Rate Privileged Notes and CMS Linked Privileged Notes, 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 Privileged Notes but there will be a periodic adjustment (as specified in the relevant Final Terms) of the reference rate (e.g., every three (3) months or six (6) months) which itself will change in accordance with general market conditions. Accordingly, the market value of Floating Rate Privileged Notes and CMS Linked Privileged 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 Privileged Notes upon the next periodic adjustment of the relevant reference rate.

Potential Conflicts of Interest

The Issuer, the Arranger, the Dealer(s) or their respective affiliates may from time to time advise the issuers of or obligors in respect of assets used as reference to determine principal or interest of Privileged Notes ("**Reference Assets**") and regarding transactions to be entered into by them, or engage in transactions involving Reference Assets for their proprietary accounts and for other accounts under their management. Any such transactions may have a positive or negative effect on the value of such Reference Assets and therefore on the value of any Privileged Notes to which they relate. Accordingly, certain conflicts of interest may arise both among the Issuer, the Arranger, the Dealer(s) or these affiliates and between the interests of the Issuer, the Arranger, the Dealer(s) or these affiliates and the interests of holders of Privileged Notes.

Potential conflicts of interest may also arise between the Calculation Agent, if any, for a Tranche and the Noteholders, including with respect to certain discretionary determinations and judgments that such Calculation Agent may make pursuant to the Terms and Conditions that may influence the amount received by the Noteholders during the term of the Privileged Notes upon their redemption.

The Issuer may appoint a Dealer as Calculation Agent in respect of an issuance of Privileged Notes under the Programme. In such a case the Calculation Agent is likely to be a member of an international financial group that is involved, in the ordinary course of its business, in a wide range of banking activities out of which conflicting interests may arise. Whilst such a Calculation Agent will, where relevant, have information barriers and procedures in place to manage conflicts of interest, it may in its other banking activities from time to time be engaged in transactions involving an index or related derivatives which may affect amounts receivable by

Noteholders during the term and on the maturity of the Privileged Notes or the market price, liquidity or value of the Privileged Notes and which could be deemed to be adverse to the interests of the Noteholders.

The Privileged Notes may be distributed by institutions in charge of collecting subscription orders from investors and such institutions may, as the case may be, be related to the Group's entities. Consequently, during the offer period, some conflicts of interest may arise between the interests of such distributors and/or Crédit Mutuel Arkéa and those of the Noteholders.

Reform and regulation of "benchmarks"

Interest rates and indices which are deemed to be "benchmarks" have been the subject of recent international, national and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently from the past or disappear entirely, or have other consequences that cannot be predicted.

The Benchmark Regulation (EU) 2016/1011 of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**Benchmark Regulation**") is one of the key international proposals for reform of benchmarks. The Benchmark Regulation entered into force on 30 June 2016, with the majority of its provisions applying from 1 January 2018. The purpose of the Benchmark Regulation is to regulate the risk of manipulating the value of indices and to reduce the risk of conflicts of interests arising. It aims at improving the quality (integrity and accuracy) of the input data and the transparency of the methodologies used by administrators and at improving governance and controls of both benchmark administrators' and contributors' activities. The scope of the Benchmark Regulation is wide and is expected to apply, inter alia, to so-called "critical benchmark" indices (which are expected to include indices such as EURIBOR and LIBOR), which can be used as one of the Relevant Rates under the Privileged Notes. The Benchmark Regulation could have a material impact on the Privileged Notes, in particular, if the methodology or other terms of a benchmark are changed in order to comply with the requirements of the Benchmark Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of a benchmark. In addition, the Benchmark Regulation provides that each administrator of a benchmark regulated thereunder must be licensed by the competent authority of the member state where such administrator is located. It cannot be ruled out that administrators of certain benchmarks will fail to obtain a necessary licence, preventing them from continuing to provide such benchmarks. Other administrators may also cease the provision of certain benchmarks such as LIBOR because of the additional costs of compliance with the Benchmark Regulation and other applicable regulations.

Furthermore, LIBOR is the subject of ongoing regulatory reforms. Following the implementation of any of these reforms, the manner of administration of LIBOR may change, with the result that it may perform differently than in the past or be eliminated entirely, or there could be other consequences that cannot be predicted. For example, on 27 July 2017, the United Kingdom Financial Conduct Authority announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 (the "**FCA Announcement**"). The FCA Announcement indicates that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. At this time, it is not possible to predict the effect of any establishment of alternative reference rates or any other reforms to LIBOR that may be enacted in the United Kingdom or elsewhere. Uncertainty as to the nature of such alternative reference rates or other reforms may adversely affect the trading market for the Privileged Notes. The potential elimination of LIBOR as a benchmark, the establishment of alternative reference rates or changes in the manner of administration of LIBOR as a benchmark could also require adjustments to the terms and conditions of the Privileged Notes and may result in other consequences, such as interest payments that are lower than, or that do not otherwise correlate over time with, the payments that would have been made on those securities if LIBOR as benchmark was available in its current form.

Any of the above changes or any other consequential changes to benchmarks as a result of European Union, United Kingdom, or other international, national, or other proposals for reform or other initiatives or investigations, or any further uncertainty in relation to the timing and manner of implementation of such changes could have a material adverse effect on the trading market for, value of and return on the Privileged Notes.

If the Relevant Rate has been discontinued or an Administrator/Benchmark Event (as further described in Condition 6(c)(iii)) has occurred, the Rate of Interest on the affected Floating Rate Privileged Notes and/or CMS Linked Privileged Notes will be changed in ways that may be adverse to holders of such Floating Rate Privileged Notes and/or CMS Linked Privileged Notes, without any requirement that the consent of such holders be obtained

Pursuant to the terms and conditions of any applicable Floating Rate Privileged Notes and/or CMS Linked Privileged Notes, if the Issuer in consultation with the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, at any time that the screen rate that constitutes the Relevant Rate for such

Floating Rate Privileged Notes and/or CMS Linked Privileged Notes has been discontinued, or the relevant Benchmark is materially modified, permanently discontinued or prohibited, or, in certain circumstances as more fully described in the terms and conditions of the Floating Rate Privileged Notes and/or CMS Linked Privileged Notes, the Benchmark or the sponsor thereof is not approved under applicable law or rejected, withdrawn or suspended by the relevant regulator, then the Issuer will be required to appoint a Relevant Rate Determination Agent (which may be (i) a leading bank or a broker-dealer in the Principal Financial Centre of the Specified Currency (which may include one of the Dealers involved in the issue of the Floating Rate Privileged Notes and/or CMS Linked Privileged Notes), (ii) an independent financial adviser, (iii) an affiliate of the Issuer and/or (iv) the Calculation Agent) who will determine a Replacement Relevant Rate, acting in good faith and in a commercially reasonable manner, as well as any necessary concomitant changes to the Business Day Convention, the definition of Business Day, the Interest Determination Date, the Day Count Fraction, and any method for obtaining the Replacement Relevant Rate, including any changes or adjustments necessary to make such Replacement Relevant Rate as comparable as possible to the previous Relevant Rate. Such Replacement Relevant Rate and any such other changes will (in the absence of manifest error) be final and binding on the Noteholders, the Issuer, the Calculation Agent, the Fiscal Agent and any other person and each Noteholder shall be deemed to have accepted the Replacement Relevant Rate and such related changes and adjustments which will thenceforth apply to the relevant Floating Rate Privileged Notes and/or CMS Linked Privileged Notes.

The Replacement Relevant Rate may have no or a very limited trading history and accordingly its general evolution and/or interaction with other relevant market forces or elements may be difficult to determine or measure. In addition, given the uncertainty concerning the availability of successor rates and the involvement of a Relevant Rate Determination Agent, the relevant fallback provisions may not operate as intended at the relevant time and the replacement rate may perform differently from the discontinued Benchmark.

There can be no assurance that any change or adjustment applied to any Series of Floating Rate Privileged Notes and/or CMS Linked Privileged Notes will adequately compensate for this impact. Any such adjustment could have unexpected commercial consequences and there can be no assurance that, due to the particular circumstances of each Noteholder, any such adjustment will be favorable to each Noteholder. This could in turn impact the Rate of Interest on, and trading value of, the affected Floating Rate Privileged Notes and/or CMS Linked Privileged Notes. Moreover, any holders of such Floating Rate Privileged Notes and/or CMS Linked Privileged Notes that enter into hedging instruments based on the Relevant Rate may find their hedges to be ineffective, and they may incur costs in unwinding such hedges and replacing them with instruments tied to the Replacement Relevant Rate.

If the Relevant Rate Determination Agent is unable to determine an appropriate Replacement Relevant Rate for any Relevant Rate on or prior to the next following Interest Determination Date, then the provisions for the determination of the Rate of Interest on the affected Floating Rate Privileged Notes and/or CMS Linked Privileged Notes will not be changed. In such cases, the terms and conditions of the Floating Rate Privileged Notes and/or CMS Linked Privileged Notes provide that the Rate of Interest on such Notes will be calculated based on the last Relevant Rate observable on the Page as determined by the Calculation Agent, effectively converting such Floating Rate Privileged Notes and/or CMS Linked Privileged Notes into Fixed Rate Privileged Notes. In such circumstances and a rising interest rate environment, holders of Floating Rate Privileged Notes and/or CMS Linked Privileged Notes will, consequently, not benefit from any increase in rates. The trading value of such Floating Rate Privileged Notes and/or CMS Linked Privileged Notes could therefore be adversely affected.

Fixed/Floating Rate Privileged Notes, Fixed/CMS Rate Privileged Notes, Floating/Fixed Rate Privileged Notes, CMS/Fixed Rate Privileged Notes, Fixed/Fixed Rate Privileged Notes and Floating/Floating Rate Privileged Notes

Fixed/Floating Rate Privileged Notes and Floating/Fixed Rate Privileged Notes may bear interest at a rate that will automatically, or that the Issuer may elect to, convert from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed rate. Fixed/Fixed Rate Privileged Notes and Floating/Floating Rate Privileged Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a different fixed rate or from a floating rate to a different floating rate. Fixed/CMS Rate Privileged Notes and CMS/Fixed Rate Privileged Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a CMS rate or from a CMS rate to a fixed rate. The conversion (whether automatic or optional) will affect the secondary market and the market value of such Privileged Notes since it may lead to a lower overall cost of borrowing. If a Fixed Rate is converted to a Floating Rate, the spread on the Fixed/Floating Rate Privileged Notes may be less favourable than then prevailing spreads on comparable Floating Rate Privileged Notes tied to the same reference rate. In addition, the new Floating Rate at any time may be lower than the rates on other Privileged Notes. If a Floating Rate is converted to a Fixed Rate, the Fixed Rate may be lower than then prevailing rates on its Privileged Notes.

Inverse Floating Rate Privileged Notes/Inverse CMS Rate Privileged Notes

Inverse Floating Rate Privileged Notes and Inverse CMS Rate Privileged Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate (EURIBOR, LIBOR or EUR CMS). The market values of such Privileged Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Privileged Notes and Inverse CMS Rate Privileged Notes are more volatile because an increase in the reference rate not only decreases the interest rate of such Privileged Notes but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Privileged Notes.

Privileged Notes issued at a substantial discount or premium

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

Zero Coupon Privileged Notes

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

Risks related to the market generally

Market value of the Privileged Notes

The market value of the Privileged Notes will be affected by the creditworthiness of the Issuer and a number of additional factors, including but not limited to, the volatility of market interest and yield rates and the time remaining to the maturity date. The value of the Privileged Notes 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 Privileged Notes are traded. The price at which a Noteholder will be able to sell the Privileged 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.

An active trading market for the Privileged Notes may not develop

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

In addition, Noteholders should be aware of the prevailing and widely reported global credit market conditions (which continue at the date of this Base Prospectus), whereby there is a general lack of liquidity in the secondary market for instruments similar to the Privileged Notes. Such lack of liquidity may result in investors suffering losses on the Privileged Notes in secondary resales even if there is no decline in the credit strength of the Issuer or the performance of the Collateral Security assets. The Issuer cannot predict when these circumstances will change and if and when they do whether there will be a more liquid market for the Privileged Notes and instruments similar to the Privileged Notes at that time.

Furthermore, the secondary market for securities is currently experiencing significantly reduced liquidity, which could limit investors' ability to resell Privileged Notes and adversely affect the price of Privileged Notes.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Privileged Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or

revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls.

Appreciation in the value of the Investor's Currency relative to the value of the applicable Specified Currency would result in a decrease in the Investor's Currency-equivalent yield on a Privileged Note denominated, or the principal of or return on which is payable, in such Specified Currency, in the investor's currency-equivalent value of the principal of such Privileged Note payable at maturity (if any) and generally in the Investor's Currency-equivalent market value of such Privileged Note.

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

Credit ratings may not reflect all risks

One (1) or more independent credit rating agencies may assign credit ratings to the Privileged 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 Privileged Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal by the assigning rating agency at any time and without prior notice.

Legal investment considerations may restrict certain investments

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

IMPORTANT INFORMATION RELATING TO NON-EXEMPT OFFERS

Certain tranches of French law Privileged Notes with a specified denomination of less than €100,000 (or its equivalent in any other currency at the time of issue) may be offered in circumstances where there is no exemption from the requirement to publish a prospectus (a "**Non-exempt Offer**") under Directive 2003/71/EC of the European Parliament and of the Council dated 4 November 2003, as amended (the "**Prospectus Directive**").

The consent to the use of the Prospectus (as defined below) relates to the Offer Periods (if any) beginning within twelve (12) months from the date of the approval of this Base Prospectus by the CSSF.

In the context of a Non-exempt Offer, the Issuer may, if so specified in the relevant Final Terms, consent to the use of the Base Prospectus, together with any supplement with respect thereto that may be published from time to time and the relevant Final Terms (together, the "**Prospectus**") in connection with a Non-exempt Offer of any French law Privileged Notes during the offer period specified in the relevant Final Terms (the "**Offer Period**") and in the Public Offer Jurisdiction(s) specified in the relevant Final Terms by:

- (i) subject to conditions set out in the relevant Final Terms, any financial intermediary authorised to make such offers pursuant to Directive 2014/65/EU of the European Parliament and of the Council dated 15 May 2014 on markets in financial instruments (as amended, "**MiFID II**") and which satisfies any conditions specified in the relevant Final Terms; or
- (ii) if so specified in the relevant Final Terms, any financial intermediary which satisfies the following conditions: (a) acts in accordance with all applicable laws, rules, regulations and recommendations of any applicable regulatory bodies (the "**Rules**"), from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the French law Privileged Notes by any person and disclosure to any potential investor; (b) complies with the restrictions set out under "*Subscription and Sale*" in this Base Prospectus which would apply as if it were a Dealer; (c) complies with the relevant manufacturer's target market assessment and distribution channels identified under the "MiFID II product governance" legend set out in the applicable Final Terms; (d) ensures that any fee (and any commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the French law Privileged Notes is fully and clearly disclosed to investors or potential investors; (e) holds all licences, consents, approvals and permits required in connection with solicitation of interest in, or offers or sales of, the French law Privileged Notes under the Rules; (f) retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer(s) and the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer(s) in order to enable the Issuer and/or the relevant Dealer(s) to comply with the Rules relating to anti-money laundering, prevention of corruption and "know your client" rules applying to the Issuer and/or the relevant Dealer(s); (g) does not, directly or indirectly, cause the Issuer or the relevant Dealer(s) to breach any Rule or any requirement to obtain or make any filing, authorisation or consent in any jurisdiction; and (h) satisfies any further conditions specified in the relevant Final Terms,

(in each case an "**Authorised Offeror**"). For the avoidance of doubt, none of the Dealers or the Issuer shall have any obligation to ensure that an Authorised Offeror complies with applicable laws and regulations and shall therefore have no liability in this respect.

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

The consent referred to above relates to Offer Periods (if any) occurring in the periods beginning and ending on the dates specified for such purpose in the relevant Final Terms relating to such Non-exempt Offers and provided that the relevant Final Terms have been duly published and specify that offers may be made to the public in Public Offer Jurisdictions, all in accordance with the Prospectus Directive.

In the event the Final Terms designate financial intermediary(ies) to whom the Issuer has given its consent to use the Prospectus during an Offer Period, the Issuer may also give consent to additional Authorised Offerors after the date of the relevant Final Terms and, if it does so, it will publish any new information in relation to such Authorised Offerors who are unknown at the time of the approval of this Base Prospectus or the filing of the relevant Final Terms at www.bourse.lu.

If the Final Terms specify that any financial intermediary may use the Prospectus during the Offer Period, any such Authorised Officer is required, for the duration of the Offer Period, to publish on its website a statement confirming that it is using the Prospectus for the relevant Non-exempt Offer with the consent of the Issuer and in accordance with the conditions attached thereto.

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

An Investor intending to acquire or acquiring any French law Privileged Notes from an Authorised Offeror will do so, and offers and sales of the French law Privileged Notes to an Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to the price, allotment, settlement/delivery arrangements and any costs or taxes to be invoiced to the Investor (the "Terms and Conditions of the Non-exempt Offer"). The Issuer will not be a party to any such arrangements with Investors (other than Dealers) in connection with the offer or sale of the French law Privileged Notes and, accordingly, the Base Prospectus and any Final Terms will not contain such information. The Terms and Conditions of the Non-exempt Offer shall be provided to Investors by that Authorised Offeror at the time of the Non-exempt Offer. Neither the Issuer nor any of the Dealers or other Authorised Offerors has any responsibility or liability for such information or the consequences of its use by the relevant Investors.

GENERAL DESCRIPTION OF THE PROGRAMME

Words and expressions defined in the section entitled "Terms and Conditions of the French law Privileged Notes" below shall have the same meanings in this general description. Unless otherwise specified, the expression "Privileged Notes" shall include the French law Privileged Notes and the German law Privileged Notes to the extent permitted by the terms and conditions applicable to the relevant Privileged Notes.

Issuer:	Arkéa Public Sector SCF, limited liability company (<i>société anonyme</i>) incorporated under French law and <i>société de crédit foncier</i> duly licensed as a French credit institution by the French Banking Authority (<i>Autorité de contrôle prudentiel et de résolution</i>) on 15 November 2010. As a result of the entry into force on 1 January 2014 of the Ordinance no. 2013-544 dated 27 June 2013 relating to credit institutions and financing companies, the Issuer became a specialised credit institution (<i>établissement de crédit spécialisé</i>) as from 1 January 2014.
Arranger:	Crédit Agricole Corporate and Investment Bank.
Dealers:	Crédit Agricole Corporate and Investment Bank and Crédit Mutuel Arkéa. The Issuer may from time to time terminate the appointment of any Dealer under the Programme or appoint additional dealers either in respect of one (1) or more Tranches or in respect of the whole Programme. References in this Base Prospectus to " Permanent Dealers " are to the person referred to above as Dealer and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to " Dealers " are to all Permanent Dealers and all persons appointed as a dealer in respect of one (1) or more Tranches.
Description:	Euro Medium Term Note Programme (the " Programme ") for the issue of French law <i>obligations foncières</i> and German law registered notes (<i>Namenschuldverschreibung</i>) (together the " Privileged Notes ") (as described herein). Under the Programme, the Issuer may, subject to compliance with all relevant laws, regulations and directives, from time to time, issue Privileged Notes the principal and interest of which benefit from the statutory priority right of payment (<i>privilège</i>) (the " Privilège ") created by article L.513-11 of the French Monetary and Financial Code (for further description, see section " <i>Main features of the legislation and regulations relating to sociétés de crédit foncier</i> ").
Programme Limit:	Up to €10,000,000,000 (or the equivalent in other currencies at the date of issue of any Privileged Notes) aggregate nominal amount of Privileged Notes outstanding at any one time, or such other amount as may be agreed from time to time between the Issuer and the Permanent Dealers.
Fiscal Agent, Principal Paying Agent and Paris Paying Agent in respect of the French law Privileged Notes:	CACEIS Corporate Trust.
Luxembourg Paying Agent in respect of the French law Privileged Notes:	CACEIS Bank, Luxembourg Branch.
Luxembourg Listing Agent in respect of the French law Privileged Notes:	CACEIS Bank, Luxembourg Branch.
Calculation Agent in respect of the French law Privileged Notes:	CACEIS Bank, Luxembourg Branch, unless the Final Terms provide otherwise.
Method of Issue:	The Privileged Notes will be issued outside France and may be distributed on a syndicated or non-syndicated basis.

Series and Tranches:	<p>The Privileged Notes will be issued in series (each a "Series") having one (1) or more issue date(s). The Privileged Notes of each Series will be interchangeable with all other Privileged Notes of that Series.</p> <p>Each Series of Privileged Notes may be issued in tranches (each a "Tranche") on the same or different issue dates and on terms identical to the terms of other Tranches of the same Series, save in respect of the issue date, issue price, first payment of interest and aggregate nominal amount of the Tranche. The specific terms of each Tranche of Privileged Notes will be determined by the Issuer and the relevant Dealer(s) at the time of the issue and will be set out in the final terms of such Tranche (the "Final Terms").</p>
Maturities:	<p>Subject to compliance with all relevant laws, regulations and directives, the Privileged Notes may have any maturity as specified in the relevant Final Terms.</p> <p>An extended Final Maturity Date may be specified in the relevant Final Terms of a Series of Privileged Notes in accordance with the Terms and Conditions of the French law Privileged Notes, each such Privileged Notes being referred to as Privileged Notes with soft bullet maturity (the "Soft Bullet Privileged Notes").</p>
Currencies	<p>Subject to compliance with all relevant laws, regulations and directives, Privileged Notes may be issued in Euro, Sterling, U.S. Dollar, Yen, Swiss Francs and in any other currency agreed between the Issuer and the relevant Dealer(s), as set out in the relevant Final Terms. Payments in respect of Privileged Notes may, subject to compliance with the aforesaid, be made in any currency other than the currency in which such Privileged Notes are denominated.</p>
Denomination(s):	<p>The Privileged Notes shall be issued in the Specified Denomination(s) set out in the relevant Final Terms, save that the minimum denomination of all French law Privileged Notes admitted to trading on a Regulated Market and/or offered to the public in a member state of the EEA in circumstances which require the publication of a prospectus under the Prospectus Directive will be of €1,000 (or its equivalent in any other currency at the time of issue of such French law Privileged Notes) 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.</p> <p>Privileged Notes having a maturity of less than one (1) year will, if the proceeds of the issue are accepted in the United Kingdom, 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 Privileged Notes shall be issued in one (1) denomination only.</p>
Status of the Privileged Notes:	<p>The Privileged Notes, and, where applicable, any related Coupons and Receipts will constitute direct, unconditional, unsubordinated and, pursuant to the provisions relating to the <i>Privilège</i> described in Condition 5, privileged obligations of the Issuer and will rank <i>pari passu</i> without any preference among themselves and equally and rateably with all other present or future notes (including the Privileged Notes of all other Series) and other resources raised by the Issuer benefiting from the <i>Privilège</i> (including the German law Privileged Notes). Pursuant to article L.513-11 of the French Monetary and Financial Code, Noteholders benefit from a <i>Privilège</i> over all the assets and revenues of the Issuer. See section "<i>Terms and Conditions of the French law Privileged Notes - Privilège</i>" and "<i>Main features of the legislation and regulations relating to sociétés de crédit foncier</i>".</p>
Negative Pledge:	<p>None.</p>

Events of Default:	None.
Redemption Amount:	The Final Terms issued in respect of each Tranche will specify the final redemption amounts payable.
Final Redemption:	<p>Unless previously redeemed or purchased and cancelled as provided below pursuant to any Issuer's or Noteholders' option in accordance with Condition 7(c) or 7(d), each Privileged Note shall be finally redeemed on the Final Maturity Date specified in the relevant Final Terms (the "Final Maturity Date") at its final redemption amount (the "Final Redemption Amount") (which, unless otherwise provided, is its nominal amount) or, in the case of Privileged Notes falling within Condition 7(b), its final Instalment Amount.</p> <p>An extended Final Maturity Date may be specified in the relevant Final Terms with respect to the Soft Bullet Privileged Notes in accordance with the Terms and Conditions of the French law Privileged Notes.</p>
Optional Redemption:	The Final Terms issued in respect of each Tranche will state whether such Privileged Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or at the option of the Noteholders, and if so the terms applicable to such redemption among the options described in Condition 7.
Redemption by Instalments:	The Final Terms issued in respect of each Tranche that are redeemable in two (2) or more instalments will set out the dates on which, and the amounts in which, such Privileged Notes may be redeemed.
Early Redemption:	Except as provided in paragraph "Optional Redemption" above, Privileged Notes will be redeemable by the Issuer prior to their stated maturity only for illegality (as provided in Condition 7(g)).
French law withholding tax:	<p>All payments of principal, interest or other revenues in respect of the French law Privileged 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.</p> <p>Each prospective holder or beneficial owner of French law Privileged Notes should consult its tax adviser as to the tax consequences of any investment in, or ownership and disposition of, the French law Privileged Notes.</p> <p>A more detailed description of the French tax regime applicable to the Privileged Notes is contained in section "<i>Taxation</i>".</p>
Luxembourg withholding tax:	<p>A twenty per cent. (20%) withholding tax is levied on interest payments (or similar income) made by a Luxembourg paying agent to or for the immediate benefit of a Luxembourg resident individual.</p> <p>There is no withholding tax on payments of interest (including accrued but unpaid interest) made to a Luxembourg non-resident holder of French law Privileged Notes, repayment of the principal, or redemption or exchange of the French law Privileged Notes and there is no withholding tax for Luxembourg resident and non-resident corporations holders of Privileged Notes on payments of interest (including accrued but unpaid interest).</p> <p>Each prospective holder or beneficial owner of French law Privileged Notes should consult its tax adviser as to the tax consequences of any investment in, or ownership and disposition of, the French law Privileged Notes.</p> <p>A more detailed description of the Luxembourg tax regime applicable to the Privileged Notes is contained in section "<i>Taxation</i>".</p>
No gross-up obligation:	If any law would require that payments of principal, interest and other revenues in respect of any present or future French law Privileged Note or any present or future Receipt or Coupon relating thereto, be subject to withholding or deduction in respect of any present or future taxes or duties whatsoever, the Issuer will not be required to pay any additional amounts in

respect of any such withholding or deduction.

Interest Periods and Interest Rates:

The length of the interest periods for the Privileged Notes, the applicable interest rate and/or its method of calculation may differ from time to time or be constant for any Series. The Privileged Notes may have a maximum interest rate, a minimum interest rate or both and/or rate multiplier. The use of interest accrual periods permits the Privileged Notes to bear interest at different rates in the same interest period. The relevant Final Terms will set out such information among the options and terms and conditions described in Condition 6.

Fixed Rate Privileged Notes:

Fixed interest will be payable in arrears on the date or dates in each year specified in the relevant Final Terms.

Floating Rate Privileged Notes:

Floating Rate Privileged Notes will bear interest determined separately for each Series as follows:

- (a) on the same basis as the Floating Rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the FBF Definitions, or
- (b) on the same basis as the Floating Rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the ISDA Definitions, or
- (c) on the basis of a reference rate appearing on an agreed screen page of a commercial quotation service (including, without limitation, EURIBOR or LIBOR),

in each case by applying one of the formulae specified in the Terms and Conditions of the French law Privileged Notes as indicated in the relevant Final Terms. Floating Rate Privileged Notes may also have a maximum rate of interest, a minimum rate of interest or both and/or rate multiplier.

For the avoidance of doubt, the minimum rate of interest of the Privileged Notes shall not be, in any case, lower than zero.

CMS Linked Privileged Notes:

Payments of interest in respect of CMS Linked Privileged Notes shall be calculated by reference to one or more CMS Rates and by applying one of the formulae specified in the Terms and Conditions of the French law Privileged Notes as indicated in the applicable Final Terms. Such Notes may have a maximum rate of interest, a minimum rate of interest or both and/or rate multiplier.

For the avoidance of doubt, the minimum rate of interest of the CMS Linked Privileged Notes shall not be, in any case, lower than zero.

Fixed/Floating Rate Privileged Notes, Fixed/CMS Rate Privileged Notes, Floating/Fixed Rate Privileged Notes, CMS/Fixed Rate Privileged Notes, Fixed/Fixed Rate Privileged Notes, Floating/Floating Rate Privileged Notes:

Fixed/Floating Rate Privileged Notes and Floating/Fixed Rate Privileged Notes may be converted from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate on the date set out in the relevant Final Terms either by the election of the Issuer or automatically. Fixed/Fixed Rate Privileged Notes and Floating/Floating Rate Privileged Notes may be converted from a Fixed Rate to a different Fixed Rate or from a Floating Rate to a different Floating Rate on the date set out in the relevant Final Terms by the election of the Issuer or automatically. Fixed/CMS Rate Privileged Notes and CMS/Fixed Rate Privileged Notes may be converted from a Fixed Rate to a CMS Rate or from a CMS Rate to a Fixed Rate on the date set out in the relevant Final Terms by the election of the Issuer or automatically.

Inverse Floating Rate Privileged Notes and Inverse CMS Rate Privileged Notes:

The Rate of Interest in respect of Inverse Floating Rate Privileged Notes or Inverse CMS Rate Privileged Notes, as the case may be, for each Interest Accrual Period, shall be equal to a Fixed Rate minus a Floating Rate or a

Zero Coupon Privileged Notes:	<p>CMS Rate, as the case may be.</p> <p>Zero Coupon Privileged Notes may be issued at their nominal amount or at a discount and will not bear interest.</p>
Form of Privileged Notes:	<p>French law Privileged Notes may be issued in either dematerialised form ("Dematerialised Privileged Notes") or in materialised form ("Materialised Privileged Notes").</p> <p>Dematerialised Privileged Notes may, at the option of the Issuer, be issued in bearer form (<i>au porteur</i>) or in registered form (<i>au nominatif</i>) and, in such latter case, at the option of the relevant Noteholder, in either fully registered form (<i>au nominatif pur</i>) or administered form (<i>au nominatif administré</i>). No physical documents of title will be issued in respect of Dematerialised Privileged Notes.</p> <p>Materialised Privileged Notes will be in bearer form (<i>au porteur</i>) only. A Temporary Global Certificate will initially be issued in respect of each Tranche of Materialised Privileged Notes. Materialised Privileged Notes may only be issued outside France.</p> <p>German law Privileged Notes will be issued in materialised, registered and definitive form only.</p>
Representation of holders of Privileged Notes:	<p>Holders of French law Privileged Notes will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a <i>masse</i> (in each case, the "Masse"), which will be governed by the provisions of articles L.228-46 <i>et seq.</i> of the French Commercial Code as supplemented by Condition 11.</p> <p>The <i>Masse</i> will be a separate legal entity and will act in part through a Representative and in part through collective decisions of the relevant Noteholders.</p> <p>Holders of German law Privileged Notes may amend the terms and conditions of the German law Privileged Notes or appoint a joint representative by resolutions exceeding certain defined majority thresholds. In this regard, the rules of the German Banking Act (<i>Schuldverschreibungsgesetz</i>) shall apply accordingly.</p>
Governing Law:	<p>The French law Privileged Notes will be governed by, and construed in accordance with, French law.</p> <p>The German law Privileged Notes will be governed by, and construed in accordance with, German law, as specified in the Agency Agreement, with the exception of the condition relating to the <i>Privilège</i> created by article L.513-11 of the French Monetary and Financial Code, which shall always be governed by French law.</p>
Clearing Systems:	<p>Euroclear France as central depositary in relation to Dematerialised Privileged Notes and, in relation to Materialised Privileged Notes, Clearstream and Euroclear or any other clearing system that may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer(s).</p> <p>German law Privileged Notes will not be deposited with a central depositary and cannot be transferred or cleared via a clearing system.</p>
Initial Delivery of Dematerialised Privileged Notes:	<p>At least one (1) Paris business day before the issue date of each Tranche of Dematerialised Privileged Notes, the <i>lettre comptable</i> relating to such Tranche shall be deposited with Euroclear France as central depositary.</p>
Initial Delivery of Materialised Privileged Notes:	<p>On or before the issue date for each Tranche of Materialised Privileged Notes, the Temporary Global Certificate issued in respect of such Tranche</p>

shall be deposited with a common depositary for Euroclear and Clearstream or with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer(s).

Issue Price:

Privileged Notes may be issued at their nominal amount or at a discount or premium to their nominal amount, as specified in the relevant Final Terms. The price and amount of the Privileged Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealers at the time of issue in accordance with prevailing market conditions.

Offer to the public:

French law Privileged Notes may be offered to the public in Luxembourg or in any member state of the EEA to which the *Commission de surveillance du secteur financier* has provided a certificate of approval attesting that the Base Prospectus (and, if applicable, any supplement related thereto) has been drawn up in accordance with the Prospectus Directive, to the extent that the relevant Final Terms provide it and in accordance with applicable laws and regulations. The German law Privileged Notes will not be offered to the public in any jurisdiction.

Approval, listing and Admission to Trading:

Application has been made to the *Commission de surveillance du secteur financier* for approval of this document as a base prospectus. Application may be made for French law Privileged Notes to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange.

French law Privileged Notes may also be unlisted or listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer(s) in relation to the Series.

The relevant Final Terms will state whether or not the relevant French law Privileged Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.

The German law Privileged Notes will neither be listed nor admitted to trading on any market or stock exchange.

Use of Proceeds:

The net proceeds of the issue of the Privileged Notes will be used for financing assets referred to in article L.513-4 of the French Monetary and Financial Code.

Rating:

Privileged Notes issued under the Programme are expected on issue to be rated AAA by S&P Global Ratings ("**S&P**") and Aaa by Moody's Investors Service Ltd ("**Moody's**") and together with S&P, the "**Rating Agencies**"). Each of the Rating Agencies is established in the European Union, registered under Regulation (EC) no. 1060/2009 of the European Parliament and of the Council dated 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**") and included in the list published on the European Securities and Markets Authority's website (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation.

The credit rating of the Privileged Notes will be specified in the relevant Final Terms.

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change, or withdrawal by the assigning rating agency at any time without notice. The credit ratings address (i) in respect of S&P, the likelihood of full and timely receipt by any of the relevant Noteholders of interest on the Privileged Notes and the likelihood of receipt by any relevant Noteholder of principal of the Privileged Notes on the relevant due date specified in the relevant Final Terms and (ii) in respect of Moody's, the expected loss which the investors are exposed to in respect of the Privileged Notes.

Selling Restrictions:

There are restrictions on the offer and sale of French law Privileged Notes and the distribution of offering materials in various jurisdictions (see section "*Subscription and Sale*").

The Issuer is Category 1 for the purposes of Regulation S under the United States Securities Act of 1933, as amended ("**Regulation S**").

Materialised Privileged Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) and any successor regulation issued under the Hiring Incentives to Restore Employment Act of 2010 (the "**Hire Act**") (the "**TEFRA D Rules**") unless (i) the relevant Final Terms state that such Materialised Privileged Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) and any successor regulation issued under the Hire Act (the "**TEFRA C Rules**") or (ii) such Materialised Privileged Notes are issued other than in compliance with the TEFRA D Rules or the TEFRA C Rules but in circumstances in which the Privileged 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.

TEFRA rules are not applicable to Dematerialised Privileged Notes which are in bearer form for U.S. tax purposes.

General Information:

This Base Prospectus, any supplement thereto that may be published from time to time and, so long as French law Privileged Notes are admitted to trading on any Regulated Market and/or offered to the public in any member state of the EEA in accordance with the Prospectus Directive, the Final Terms relating to such French law Privileged Notes will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu). In addition, if the French law Privileged Notes are listed and admitted to trading on a Regulated Market of the EEA other than the Luxembourg Stock Exchange, the relevant Final Terms will provide whether this Base Prospectus and the relevant Final Terms will be published on the website of (i) the Regulated Market of the member state of the EEA where the French law Privileged Notes have been admitted to trading or (ii) the competent authority of the member state of the EEA where the French law Privileged Notes have been admitted to trading.

So long as any of the Privileged Notes are outstanding, copies of this Base Prospectus and various other documents will also be available for inspection and obtainable upon request and free of charge, during usual business hours on any weekday, at the registered office of the Issuer (1, rue Louis Lichou, 29480 Le Relecq-Kerhuon, France) and at the specified office(s) of the Paying Agent(s).

SUPPLEMENT TO THE BASE PROSPECTUS

In connection with French law Privileged Notes admitted to trading on a Regulated Market, unless the Issuer does not intend to issue French law Privileged Notes under the Programme for the time being, if at any time during the life of the Programme there is a significant change affecting any matter contained or incorporated by reference in this base prospectus (the "**Base Prospectus**"), including any modification of the terms and conditions or generally any significant new factor, material mistake or inaccuracy relating to information included or incorporated by reference in this Base Prospectus which is capable of affecting the assessment of any French law Privileged Notes, which inclusion would reasonably be required by investors, and would reasonably be expected by them to be found in this Base Prospectus for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer and the rights attaching to the Privileged Notes, the Issuer shall prepare a supplement to the Base Prospectus in accordance with article 16 of the Prospectus Directive or publish a replacement Base Prospectus for use in connection with any subsequent offering of the French law Privileged Notes, submit such supplement to the Base Prospectus to the *Commission de surveillance du secteur financier* in Luxembourg for approval and supply each Dealer, the Luxembourg Stock Exchange and the *Commission de surveillance du secteur financier* in Luxembourg with such number of copies of such supplement to the Base Prospectus as may reasonably be requested.

In accordance with article 16(2) of the Prospectus Directive, in case of French law Privileged Notes offered to the public, investors who have already agreed to purchase or subscribe French law Privileged Notes before the publication of the supplement to the Base Prospectus benefit from a withdrawal right within a time limit of two (2) working days after the publication of such supplement if the new factor, mistake or inaccuracy referred to in article 16.1 of the Prospectus Directive arose before the final closing of the offer to the public and the delivery of the French law Privileged Notes. That period may be extended by the Issuer or, if any, the relevant Authorised Offeror(s). The date on which the withdrawal period ends will be stated in the relevant supplement to the Base Prospectus.

Any supplement to the Base Prospectus shall be published on the website of the Luxembourg Stock Exchange (www.bourse.lu) and available for inspection and obtainable, upon request and free of charge, during usual business hours, on any weekday at the registered office of the Issuer (1, rue Louis Lichou, 29480 Le Relecq-Kerhuon, France) and at the specified office(s) of the Paying Agent(s).

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus shall be read and construed in conjunction with the following documents which have been previously or simultaneously filed with the *Commission de surveillance du secteur financier* (the "CSSF") and which are incorporated by reference in, and shall be deemed to form part of, this Base Prospectus:

- the free English translation of the 2016 financial statements of the Issuer for the year ended 31 December 2016 (the "**2016 Financial Statements**") comprised of the statutory auditors' report thereon and the audited financial statements of the Issuer with respect thereto;
- the free English translation of the 2017 financial statements of the Issuer for the year ended 31 December 2017 (the "**2017 Financial Statements**") comprised of the statutory auditors' report thereon and the audited financial statements of the Issuer with respect thereto; and
- the free English translation of the 2018 half-year financial statements of the Issuer for the half year ended 30 June 2018 (the "**2018 Half-Year Financial Statements**") comprised of the statutory auditors' limited review report and the financial statements of the Issuer with respect thereto;

and, for the purposes only of further issues of French law Privileged Notes to be assimilated (*assimilées* for the purpose of French law) and form a single Series with French law Privileged Notes already issued under the relevant EMTN Previous Terms and Conditions (as defined below):

- the section "**Terms and Conditions of the French law Privileged Notes**" contained on pages 24 to 49 of the base prospectus of the Issuer dated 31 August 2011 (which was approved by the CSSF in Luxembourg) (the "**2011 Conditions**");
- the section "**Terms and Conditions of the French law Privileged Notes**" contained on pages 53 to 75 of the base prospectus of the Issuer dated 28 August 2015 (which was approved by the CSSF in Luxembourg) (the "**2015 Conditions**"); and
- the section "**Terms and Conditions of the French law Privileged Notes**" contained on pages 54 to 76 of the base prospectus of the Issuer dated 26 October 2017 (which was approved by the CSSF in Luxembourg) (the "**2017 Conditions**" and together with the 2011 Conditions and the 2015 Conditions, the "**EMTN Previous Terms and Conditions**").

To the extent that only the EMTN Previous Terms and Conditions are specified to be incorporated by reference therein, the non-incorporated parts of the previous base prospectuses are either not relevant for investors or are covered elsewhere in the Base Prospectus.

The Issuer declares that the free English translations of the 2016 Financial Statements, 2017 Financial Statements and 2018 Half-Year Financial Statements are, to the best of its knowledge, fair and true translations of the French language original versions.

All documents incorporated by reference in this Base Prospectus will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu). So long as any of the Privileged Notes are outstanding, such documents will also be available for inspection and obtainable, upon request and free of charge, during usual business hours, on any weekday at the registered office of the Issuer (1, rue Louis Lichou, 29480 Le Relecq-Kerhuon, France) and at the specified office(s) of the Paying Agent(s).

Except for the EMTN Previous Terms and Conditions, the information incorporated by reference in this Base Prospectus shall be read in connection with the cross reference list below.

Cross-reference list

INFORMATION INCORPORATED BY REFERENCE (Annex IV of the European Regulation 809/2004/EC, as amended)	REFERENCE
13 FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES	
13.1 Historical financial information	
	2016 Financial Statements
Balance sheet	Page 5
Profit and loss account	Page 6
Notes	Pages 7 to 13
Table of cash flow statements	Page 12
Statutory auditors' report relating to the above	Pages 1 to 4
	2017 Financial Statements
Balance sheet	Page 8
Profit and loss account	Page 9
Notes	Pages 10 to 16
Table of cash flow statements	Page 15
Statutory auditors' report relating to the above	Pages 1 to 7
	2018 Half-Year Financial Statements
Report of the Statutory Auditors' limited review of the Half-Year Financial Statements	Pages 1 to 4
Balance sheet	Page 5
Profit and loss account	Page 6
Notes	Pages 7 to 13
Table of cash flow statements	Page 12

TERMS AND CONDITIONS OF THE FRENCH LAW PRIVILEGED NOTES

*The following is the text of the terms and conditions that, as completed in accordance with the provisions of the relevant Final Terms (as defined below, and together with the terms and conditions below, the "**Terms and Conditions**"), shall be applicable to the French law Privileged Notes. The terms and conditions applicable to the German law Privileged Notes are contained in the Agency Agreement (as defined below).*

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

In the case of Dematerialised Privileged Notes (as defined below), the text of the Terms and Conditions will not be endorsed on physical documents of title but will be constituted by the following text as completed by the relevant Final Terms. In the case of Materialised Privileged Notes (as defined below), either (i) the full text of these Conditions together with the relevant provisions of the Final Terms (and subject to simplification by the deletion of non-applicable provisions) or (ii) these Conditions as so completed shall be endorsed on Definitive Materialised Privileged Notes.

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

*In this section, "**Privileged Notes**" refers only to (i) French law Privileged Notes (to the exclusion of German law Privileged Notes), except as otherwise provided and (ii) Privileged Notes of one (1) Series and not to all Privileged Notes that may be issued under the Programme.*

The Privileged Notes will be issued by Arkéa Public Sector SCF (the "**Issuer**") under the terms and conditions of the French law Privileged Notes, as completed by the relevant final terms (the "**Final Terms**") of such Tranche (as defined in Condition 2), as determined by the Issuer and the relevant dealer(s) appointed from time to time in respect of one (1) or more Tranches (each a "**Dealer**") at the time of the issue.

The Privileged Notes will be issued with the benefit of an amended and restated agency agreement dated the date hereof, as amended or supplemented from time to time (the "**Agency Agreement**") entered into between the Issuer, CACEIS Corporate Trust (as fiscal agent, principal paying agent and Paris paying agent) and CACEIS Bank, Luxembourg Branch (as Luxembourg paying agent and calculation agent). The fiscal agent, the paying agents 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) and the "**Calculation Agent(s)**". The holders of the interest coupons relating to interest bearing Materialised Privileged Notes (the "**Coupons**") and, where applicable in the case of such Privileged Notes, talons for further Coupons (the "**Talons**") and the holders of the receipts for the payment of instalments of principal relating to Materialised Privileged Notes of which the principal is redeemable in instalments (the "**Receipts**") are respectively referred to below as the "**Couponholders**" and the "**Receiptholders**".

1. Definitions

"**EEA**" means the European Economic Area.

"**French Commercial Code**" means the *Code de commerce*.

"**French Monetary and Financial Code**" means *Code monétaire et financier*.

"**Noteholder**" or, as the case may be, "holder of any Privileged Notes" means

- (i) in the case of French law Privileged Notes, (a) in the case of Dematerialised Privileged Notes, the individual or entity whose name appears in the account of the relevant Account Holder, the Issuer or the Registration Agent (as the case may be) as being entitled to such Privileged Notes; (b) in the case of Definitive Materialised Privileged Notes, the bearer of any Definitive Materialised Privileged Notes and the Coupons, Talons or Receipts relating to it; and (c) in the case of Materialised Privileged Notes in respect of which a Temporary Global Certificate has been issued and is outstanding, each person (other than a clearing institution) who appears as the holder of such Privileged Notes or of a particular nominal amount of interests in such Privileged Notes, in accordance with the applicable laws and regulations and with the applicable rules and procedure of any relevant clearing institution including, without limitation, Euroclear France, Euroclear or Clearstream, as appropriate; and
- (ii) in the case of German law Privileged Notes, the registered holder of a German law Privileged Notes.

"**outstanding**" means, in relation to Privileged Notes of any Series (including German law Privileged Notes), all the Privileged Notes (including German law Privileged Notes) issued other than (a) those that have been redeemed in accordance with these Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued on such Privileged Notes to the date for such

redemption and any interest payable after such date) have been duly paid as provided in Condition 8 of the Terms and Conditions of the French law Privileged Notes, or, as applicable under the terms and conditions of the German law Privileged Notes, (c) those which have become void or in respect of which claims have become prescribed, (d) those which have been purchased and cancelled as provided in these Conditions, (e) in the case of Definitive Materialised Privileged Notes (i) those mutilated or defaced Definitive Materialised Privileged Notes that have been surrendered in exchange for replacement Definitive Materialised Privileged Notes, (ii) (for the purpose only of determining how many such Definitive Materialised Privileged Notes are outstanding and without prejudice to their status for any other purpose) those Definitive Materialised Privileged Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Definitive Materialised Privileged Notes have been issued and (iii) any Temporary Global Certificate to the extent that it shall have been exchanged for one (1) or more Definitive Materialised Privileged Notes, pursuant to its provisions.

"**Programme Date**" means the date of this Base Prospectus.

"**Regulated Market**" means a regulated market located in a member state of the EEA within the meaning of Directive 2014/65/EU of the European Parliament and of the Council dated 15 May 2014 on markets in financial instruments (as amended, "**MiFID II**") and appearing on the list of regulated markets of the European Securities and Markets Authority.

2. Form, Denomination and Title

(a) Form

The Privileged Notes are *obligations foncières* within the meaning of article L513-2 of the French Monetary and Financial Code.

Privileged Notes may be issued either in dematerialised form ("**Dematerialised Privileged Notes**") or in materialised form ("**Materialised Privileged Notes**"), as specified in the relevant Final Terms.

- (i) Title to Dematerialised Privileged Notes will be evidenced in accordance with articles L.211-3 *et seq.* and R.211-1 *et seq.* of the French Monetary and Financial Code by book entries (*inscriptions en compte*). No physical document of title (including *certificats représentatifs* pursuant to article R.211-7 of the French Monetary and Financial Code) will be delivered in respect of the Dematerialised Privileged Notes.

Dematerialised Privileged 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) which shall credit the accounts of the Account Holders, or in registered form (*au nominatif*) and, in such latter case, at the option of the relevant holder in either administered registered form (*nominatif administré*) inscribed in the books of an Account Holder designated by the relevant holder of Privileged Notes or in fully registered form (*au nominatif pur*) inscribed in an account maintained by the Issuer or a 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 authorised intermediary institution entitled to hold accounts, directly or indirectly, with Euroclear France, and includes Euroclear Bank SA/NV ("**Euroclear**") and the depository bank for Clearstream Banking, S.A. ("**Clearstream**").

- (ii) Materialised Privileged Notes are issued in bearer form (*au porteur*) only. Materialised Privileged Notes in definitive form ("**Definitive Materialised Privileged Notes**") are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Privileged Notes in which case references to interest (other than in relation to interest due after the Final Maturity Date (or the Extended Final Maturity Date, as the case may be)), Coupons and Talons in these Conditions are not applicable. Instalment Privileged Notes are issued with one (1) or more Receipts attached.

In accordance with articles L.211-3 *et seq.* and R.211-1 of the French Monetary and Financial Code, securities (such as Privileged Notes constituting *obligations* under French law) in materialised form and governed by French law must be issued outside the French territory.

Materialised Privileged Notes and Dematerialised Privileged Notes may also be cleared through one (1) or more clearing system(s) other than or in addition to Euroclear France, Euroclear and/or Clearstream Luxembourg, as may be specified in the relevant Final Terms.

The Privileged Notes may be "**Fixed Rate Privileged Notes**", "**Floating Rate Privileged Notes**", "**CMS Linked Privileged Notes**", "**Fixed/Floating Rate Privileged Notes**", "**Fixed/CMS Rate Privileged Notes**", "**Floating/Fixed Rate Privileged Notes**", "**CMS/Fixed Rate Privileged Notes**", "**Fixed/Fixed Rate Privileged Notes**", "**Floating/Floating Rate Privileged Notes**", "**Inverse Floating Rate Privileged Notes**", "**Inverse CMS Rate Privileged Notes**", "**Zero Coupon Privileged Notes**" or a combination of

any of the foregoing, depending on the Interest Basis and the redemption method specified in this Base Prospectus as completed by the relevant Final Terms.

(b) Denomination

Privileged Notes shall be issued in the specified denomination(s) set out in the relevant Final Terms (the "**Specified Denomination(s)**"), save that the minimum denomination of all Privileged Notes admitted to trading on a Regulated Market and/or offered to the public in a member state of the EEA in circumstances which require the publication of a prospectus under Directive 2003/71/EC of the European Parliament and of the Council dated 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading, as amended (the "**Prospectus Directive**") will be of €1,000 (or its equivalent in any other currency at the issue date of such Privileged Notes) 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.

Privileged Notes having a maturity of less than one (1) year will constitute deposits for the purposes of prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 (the FSMA) unless they have a denomination of at least £100,000 or its equivalent in any other currency.

Dematerialised Privileged Notes shall be issued in one (1) Specified Denomination only.

(c) Title

- (i) Title to Dematerialised Privileged Notes in bearer form (*au porteur*) and in administered registered form (*au nominatif administré*) shall pass upon, and transfer of such Privileged Notes may only be effected through, registration of the transfer in the accounts of the Account Holders. Title to Dematerialised Privileged Notes in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such Privileged Notes may only be effected through, registration of the transfer in the accounts maintained by the Issuer or by the Registration Agent.
- (ii) Title to Definitive Materialised Privileged Notes, including, where appropriate, Receipt(s), Coupons and/or a Talon attached, shall pass by delivery.
- (iii) Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Privileged Note, Coupon, Receipt 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 such holder.

(d) Method of Issue

The Privileged Notes will be issued on a syndicated or non-syndicated basis. The Privileged Notes will be issued in series (each a "**Series**") having one (1) or more issue dates. The Privileged Notes of each Series will be interchangeable with all other Privileged Notes of that Series. Each Series of Privileged Notes may be issued in tranches (each a "**Tranche**") on the same or different issue dates and on terms identical to the terms of other Tranches of the same Series, save in respect of the issue date, issue price, first payment of interest and aggregate nominal amount of the Tranche.

3. Conversions and Exchanges of Privileged Notes

(a) Dematerialised Privileged Notes

- (i) Dematerialised Privileged Notes issued in bearer form (*au porteur*) may not be converted for Dematerialised Privileged Notes in registered form (*au nominatif*), whether in fully registered form (*au nominatif pur*) or in administered registered form (*au nominatif administré*).
- (ii) Dematerialised Privileged Notes issued in registered form (*au nominatif*) may not be converted for Dematerialised Privileged Notes in bearer form (*au porteur*).
- (iii) Dematerialised Privileged Notes issued in fully registered form (*au nominatif pur*) may, at the option of the holder of such Privileged Notes, be converted into Privileged 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 French Monetary and Financial Code. Any such conversion shall be effected at the cost of such Noteholder.

(b) Materialised Privileged Notes

Materialised Privileged Notes of one (1) Specified Denomination may not be exchanged for Materialised Privileged Notes of another Specified Denomination.

4. Status

The Privileged Notes, and where applicable, any related Coupons and Receipts constitute direct, unconditional, unsubordinated and, pursuant to the provisions of Condition 5, privileged obligations of the Issuer and rank and will rank *pari passu* without any preference among themselves and equally and rateably with all other present or future notes (including the Privileged Notes of all other Series) and other resources raised by the Issuer benefiting from the statutory priority right of payment (*privilège*) created by article L.513-11 of the French Monetary and Financial Code and described in Condition 5 (including the German law Privileged Notes).

5. Privilège

- (a) The principal and interest of the Privileged Notes benefit from the statutory priority right of payment (*privilège*) created by article L.513-11 of the French Monetary and Financial Code (the "**Privilège**") and the Noteholders shall benefit from all the rights set out in article L.513-11 of the French Monetary and Financial Code.
- (b) Accordingly, notwithstanding any legal provisions to the contrary (including book VI (*Livre VI*) of the French Commercial Code (*difficultés des entreprises*)), pursuant to article L.513-11 of the French Monetary and Financial Code:
 - (i) all amounts payable to the Issuer in respect of loans or assimilated receivables, exposures and securities referred to in articles L.513-3 to L.513-7 of the French Monetary and Financial Code and forward financial instruments referred to in article L.513-10 of the French Monetary and Financial Code (in each case after any applicable netting), together with the claims in respect of deposits made by the Issuer with credit institutions, are allocated in priority to the payment of any sums due in respect of the Privileged Notes, together with any other resources raised by the Issuer and benefiting from the *Privilège*; it should be noted that not only Privileged Notes benefit from the *Privilège*; other resources (such as loans) and forward financial instruments (i.e. derivative transactions) for hedging Privileged Notes, such other resources and eligible assets of the Issuer, as well as the sums, if any, due under the contract provided for in article L.513-15 of the French Monetary and Financial Code may also benefit from the *Privilège*;
 - (ii) in the event of conciliation (*conciliation*), safeguard (*procédure de sauvegarde*), judicial reorganisation (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*) of the Issuer, all amounts due regularly under the Privileged Notes, together with any other resources benefiting from the *Privilège*, are paid on their contractual due date, and in priority to all other debts, whether or not preferred, including interest resulting from agreements whatever their duration; and
 - (iii) until all Noteholders and, together with other creditors benefiting from the *Privilège*, have been fully paid, no other creditor of the Issuer may avail itself of any right over the assets and rights of the Issuer.
- (c) The judicial liquidation (*liquidation judiciaire*) of the Issuer will not result in the redemption of the Privileged Notes.

6. 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. Certain defined terms contained in the 2013 FBF Master Agreement relating to transactions on forward financial instruments as supplemented by the Technical Schedules, as published by the *Fédération Bancaire Française* (FBF), and as amended and updated as at the Issue Date of the first (1) Tranche of the Privileged Notes of the relevant Series (the "**FBF Definitions**") and in the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. (ISDA) and as amended and updated as at the Issue Date of the first (1) Tranche of the Privileged Notes of the relevant Series (the "**ISDA Definitions**"), have either been used or reproduced in this Condition 6.

"**Benchmark**", "**Benchmark₁**" and "**Benchmark₂**" mean the respective reference rate(s) set out in the relevant Final Terms, which shall be either the Euro Interbank Offered Rate ("**EURIBOR**"), the London Interbank Offered Rate ("**LIBOR**") or any other reference rate.

"Business Day" means, in the case of:

- (i) Euro, a day on which the Trans European Automated Real Time Gross Settlement Express Transfer payment system (known as TARGET2) (the **"TARGET System"**) or any successor thereto is operating (a **"TARGET Business Day"**), and/or
- (ii) a Specified Currency other than Euro, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for that currency, and/or
- (iii) a Specified Currency and/or one (1) or more additional business centre(s) is 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 so specified.

"CMS Rate", **"CMS Rate₁"** and **"CMS Rate₂"** mean the relevant CMS Reference Rate(s) as specified in the applicable Final Terms.

"CMS Reference Rate" means the EUR CMS specified in the Final Terms relating to the relevant maturity (the relevant maturity year mid swap rate in EUR (annual 30/360)), which appears on the Page, as at the Relevant Time on the relevant Interest Determination Date or on any other relevant date.

In the event that the EUR CMS does not appear on the Page on any relevant date, the Calculation Agent shall determine on such relevant date the applicable rate based on quotations of five (5) Reference Banks (to be selected by the Calculation Agent and the Issuer) for EUR CMS relating to the relevant maturity (in each case the relevant mid-market annual swap rate commencing two (2) TARGET Business Days following such relevant date). The highest and lowest (or, in the event of equality, one of the highest and/or lowest) quotations so determined shall be disregarded by the Calculation Agent for the purpose of determining the Reference Rate which will be the arithmetic mean (rounded if necessary to five significant figures with halves being rounded up) of such provided quotations.

If, for any reason, the EUR CMS is no longer published or if fewer than three (3) quotations are provided to the Calculation Agent in accordance with the above paragraph, it will be determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercial and reasonable manner.

"Day Count Fraction" means, in respect of the calculation of an amount of interest on any Privileged Note for any period of time (from and including the first (1) day of such period to but excluding the last) (whether or not constituting an Interest Period, the **"Calculation Period"**):

- (i) 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 (A) the fraction whose numerator is the actual number of days elapsed during the non-leap year and whose denominator is three hundred and sixty-five (365) and (B) the fraction whose numerator is the actual number of days elapsed during the leap year and whose denominator is three hundred and sixty-six (366);
- (ii) if **"Actual/365"**, **"Actual/Actual"**, **"Actual/Actual-ISDA"**, **"Act/Act"** or **"Act/Act-ISDA"** is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by three hundred and sixty-five (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 three hundred and sixty-six (366) and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by three hundred and sixty-five (365);
- (iii) if **"Actual/Actual-FBF"** is specified in the relevant Final Terms, the fraction whose numerator is the actual number of days elapsed during such period and whose denominator is three hundred and sixty-five (365) (or three hundred and sixty-six (366) if 29 February falls within the Calculation Period). If the Calculation Period is of a duration of more than one (1) year, the basis shall be calculated as follows:
 - (x) the number of complete years shall be counted back from the last day of the Calculation Period;
 - (y) this number shall be increased by the fraction for the relevant period calculated as set out in the first paragraph of this definition;
- (iv) if **"Actual/Actual-ICMA"** or **"Act/Act-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 (v) the number of Determination Periods normally ending in any year; and

(B) if the Calculation Period is longer than one (1) Determination Period, the sum of:

- (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
- (v) 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)"**, **"Act/365 (Fixed)"**, **"A/365 (Fixed)"** or **"A/365 F"** is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by three hundred and sixty-five (365);
- (vi) if **"Actual/360"**, **"Act/360"** or **"A/360"** is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by three hundred and sixty (360);
- (vii) 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:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first (1) 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 (1) 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 (1) 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;

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

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first (1) 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 (1) 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 (1) 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 Final Maturity Date (or the Extended Final Maturity Date, as the case may be) or (ii) such number would be 31, in which case D2 will be 30

"Effective Date" means, with respect to any Floating Rate Privileged Notes to be determined on an Interest Determination Date, the date specified as such in the relevant Final Terms or, if none is so specified, the first (1) day of the Interest Accrual Period to which such Interest Determination Date relates.

"Euro Zone" means the region comprised of member states of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community, as amended from time to time.

"Interest Accrual Period" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first (1) 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 Privileged Notes, means the Fixed Coupon Amount or Broken Amount as specified in the relevant Final Terms, as the case may be.

"Interest Commencement Date" means the Issue Date (as defined in the relevant Final Terms) 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 (2) TARGET Business Days prior to the first (1) day of such Interest Accrual Period if the Specified Currency is Euro or (ii) the first (1) day of such Interest Accrual Period if the Specified Currency is Sterling or (iii) the day falling two (2) Business Days in the city specified in the Final Terms for the Specified Currency prior to the first (1) 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 (1) 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.

"Margin" means for an Interest Accrual Period, the percentage or base points for the applicable Interest Accrual Period, as indicated in the relevant Final Terms, it being specified that such margin may have a positive value, a negative value or equal zero.

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

"Primary Source" means, with respect to any Floating Rate Privileged Notes to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the primary source specified as such in the relevant Final Terms;

"Rate of Interest" means the rate of interest payable from time to time in respect of the Privileged Notes and that is either specified or calculated in accordance with the provisions of these Terms and Conditions, as completed by the relevant Final Terms.

"Reference Banks" means the institutions specified as such in the relevant Final Terms or, if none, four (4) major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money or swap market) that is most closely connected with the Benchmark (which, if EURIBOR or CMS Rate, CMS Rate₁ and CMS Rate₂ is the relevant Benchmark, shall be the Euro-zone, and if LIBOR is the relevant Benchmark, shall be London).

"Relevant Date" means, in respect of any Privileged Note or Coupon, the date on which payment in respect of it first (1) became due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (in the case of Materialised Privileged Notes if earlier) the date seven (7) days after that on which notice is duly given to the holders of such Materialised

Privileged Notes that, upon further presentation of the Materialised Privileged Note or Coupon being made in accordance with the Terms and Conditions of the French law Privileged Notes, such payment will be made, provided that payment is in fact made upon such presentation.

"Relevant Financial Centre" means, with respect to any Floating Rate Privileged Notes, CMS Linked Privileged Notes, Inverse Floating Privileged Notes or Inverse CMS Privileged Notes, the financial centre as may be specified as such in the relevant Final Terms or, if none is so specified, the financial centre with which the relevant Benchmark is most closely connected (which, in the case of EURIBOR or CMS Rate, CMS Rate₁ and CMS Rate₂, shall be the Euro-zone and in the case of LIBOR, shall be London) or, if none is so connected, Paris.

"Relevant Rate", "Relevant Rate₁" and "Relevant Rate₂" mean the Benchmark(s) for a Representative Amount of the Specified Currency for a period (if applicable or appropriate to the relevant Benchmark) equal to the Specified Duration commencing on the Effective Date.

"Relevant Time" means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the relevant Final Terms or, if no time is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Specified Currency in the interbank market in the Relevant Financial Centre and for this purpose **"local time"** means, with respect to Europe and the Euro-zone as a Relevant Financial Centre, 11:00 a.m. (Brussels time).

"Representative Amount" means, with respect to any Floating Rate Privileged Notes to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the amount specified as such in the relevant Final Terms or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

"Specified Currency" means the currency specified as such in the relevant Final Terms or, if none is specified, the currency in which the Privileged Notes are denominated.

"Specified Duration" means, with respect to any Floating Rate Privileged Notes to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the duration specified in the relevant Final Terms or, if none is specified, a period of time equal to the relevant Interest Accrual Period, ignoring any adjustment pursuant to Condition 6(c)(ii).

(b) Interest on Fixed Rate Privileged Notes

Each Fixed Rate Privileged 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 arrears on each Interest Payment Date.

If a fixed amount of interest (**"Fixed Coupon Amount"**) or a broken amount of interest (**"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 Privileged Notes

- (i) *Interest Payment Dates*: Each Floating Rate Privileged 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 arrears on each Interest Payment Date. 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 any 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 (1) 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. Notwithstanding the foregoing, where the relevant Final Terms specify that the relevant Business Day Convention is to be applied on an "unadjusted" basis, the Interest Amount payable on any date shall not be affected by the application of that Business Day Convention.

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

(A) FBF Determination for Floating Rate Privileged 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 by applying one of the following formulae, as indicated in the relevant Final Terms:

$$(1) \text{ Rate of Interest} = \text{FBF Rate} + \text{Margin};$$

$$(2) \text{ Rate of Interest} = \text{Margin} + [\text{Rate Multiplier} \times (\text{FBF Rate}_1 - \text{FBF Rate}_2)];$$

For the purposes of this sub-paragraph (A), "**FBF Rate**", "**FBF Rate₁**" and "**FBF Rate₂**" for an Interest Accrual Period means (a) rate(s) (that) equal(s) 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, Floating Rate₁ and Floating Rate₂ is/are as specified in the relevant Final Terms; and
- (b) the relevant Floating Rate Determination Date (*Date de Determination du Taux Variable*) is the first (1) day of that Interest Accrual Period unless otherwise specified in the relevant Final Terms,

and "**Rate Multiplier**" means the number specified in the relevant Final Terms.

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

In the relevant Final Terms, when the paragraph "Floating Rate (*Taux Variable*)" specifies that the rate is determined by linear interpolation, in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two (2) rates based on the relevant Floating Rate, one of which shall be determined as if the maturity were the period of time for which rates are available of next shorter length before the length of the relevant Interest Period, and the other of which shall be determined as if the maturity were the period of time for which rates are available of next longer length after the length of the relevant Interest Period.

For the avoidance of doubt, the Rate of Interest (i.e. Relevant Rate plus Margin) shall not be, in any case, lower than zero.

(B) ISDA Determination for Floating Rate Privileged 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 by applying one of the following formulae, as indicated in the relevant Final Terms:

$$(1) \text{ Rate of Interest} = \text{ISDA Rate} + \text{Margin};$$

$$(2) \text{ Rate of Interest} = \text{Margin} + [\text{Rate Multiplier} \times (\text{ISDA Rate}_1 - \text{ISDA Rate}_2)];$$

For the purposes of this sub-paragraph (B), "**ISDA Rate**", "**ISDA Rate₁**" and "**ISDA Rate₂**" for an Interest Accrual Period means rate(s) equal(s) 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, Floating Rate Option₁ and Floating Rate Option₂ is/are 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 (1) 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,

and "**Rate Multiplier**" means the number specified in the relevant Final Terms.

In the relevant Final Terms, when the paragraph "Floating Rate Option" specifies that the rate is determined by linear interpolation, in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two (2) rates based on the relevant Floating Rate Option, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available of next shorter length before the length of the relevant Interest Period, and the other of which shall be determined as if the maturity were the period of time for which rates are available of next longer length after the length of the relevant Interest Period.

For the avoidance of doubt, the Rate of Interest (i.e. Relevant Rate plus Margin) shall not be, in any case, lower than zero.

(C) Screen Rate Determination for Floating Rate Privileged Notes

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 shall be determined by the Calculation Agent by applying one of the following formulae, as specified in the relevant Final Terms:

- (1) Rate of Interest = Relevant Rate + Margin;
- (2) Rate of Interest = Margin + [Rate Multiplier x (Relevant Rate₁ – Relevant Rate₂)];

at or about the Relevant Time on the Interest Determination Date in respect of such Interest Accrual Period in accordance with the following:

- (a) if the Primary Source for Floating Rate is a Page, subject as provided below, the Rate of Interest shall be determined on the basis of:
 - (1) the Relevant Rate(s) (where such Relevant Rate(s) on such Page is/are a composite quotation or is/are customarily supplied by one (1) entity); or
 - (2) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,in each case appearing on such Page at the Relevant Time on the Interest Determination Date specified in the relevant Final Terms; and
- (b) if the Primary Source for the Floating Rate is Reference Banks or if sub-paragraph (a)(1) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (a)(2) applies and fewer than two (2) Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be determined on the basis of the arithmetic mean of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent, and
- (c) if paragraph (b) above applies and the Calculation Agent determines that fewer than two (2) Reference Banks are so quoting Relevant Rates, subject as provided below, the Rate of Interest shall be determined on the basis of the arithmetic mean of the

rates *per annum* (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Specified Currency that at least two (2) out of five (5) leading banks selected by the Calculation Agent in the principal financial centre of the country of the Specified Currency or, if the Specified Currency is Euro, in the Euro-zone as selected by the Calculation Agent (the "**Principal Financial Centre**") are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (y) to leading banks carrying on business in Europe, or (if the Calculation Agent determines that fewer than two (2) of such banks are so quoting to leading banks in Europe) (z) to leading banks carrying on business in the Principal Financial Centre; except that, if fewer than two (2) of such banks are so quoting to leading banks in the Principal Financial Centre, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date (after readjustment for any difference between any Margin or Maximum or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

For the avoidance of doubt, the Rate of Interest (i.e. Relevant Rate plus Margin) shall not be, in any case, lower than zero.

(d) Rate of Interest on CMS Linked Privileged Notes

(i) Interest Payment Dates

Each CMS Linked Privileged Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 6(l). 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) CMS Rate

The Rate of Interest in respect of CMS Linked Privileged Notes for each Interest Accrual Period shall be determined by the Calculation Agent by applying one of the following formulae, as specified in the relevant Final Terms:

- (A) Rate of Interest = CMS Rate + Margin;
- (B) Rate of Interest = CMS Rate – Margin;
- (C) Rate of Interest = Rate Multiplier x (CMS Rate + Margin);
- (D) Rate of Interest = Rate Multiplier x (CMS Rate – Margin);
- (E) Rate of Interest = Rate Multiplier x (CMS Rate₁ – CMS Rate₂);
- (F) Rate of Interest = Margin + [Rate Multiplier x (CMS Rate₁ – CMS Rate₂)];
- (G) Rate of Interest = Margin + [Rate Multiplier x (Applicable Rate – CMS Rate)];
- (H) Rate of Interest = Margin + [Rate Multiplier x (CMS Rate – Applicable Rate)];
- (I) Rate of Interest = Rate Multiplier x (Applicable Rate – CMS Rate);

where:

"Applicable Rate" means the rate (expressed as a percentage) specified in the relevant Final Terms.

"Rate Multiplier" means the number specified in the relevant Final Terms.

For the avoidance of doubt, the Rate of Interest (i.e. Relevant Rate plus Margin) shall not be, in any case, lower than zero.

(e) Rate of Interest in case of discontinuation of the Relevant Rate or Administrator /Benchmark Event

Notwithstanding paragraphs (c) and (d) above, if, at any time prior to or on any Interest Determination Date, the Issuer in consultation with the Calculation Agent determines, acting in good faith and in a commercially reasonable manner, that the screen rate that constitutes a Relevant Rate, CMS Rate, FBF Rate or ISDA Rate has been discontinued or that an Administrator/Benchmark Event has occurred:

- (i) the Issuer will as soon as reasonably practicable (and in any event prior to the next following Interest Determination Date (up until which time paragraph (b) above will continue to apply)) appoint an agent (the "**Relevant Rate Determination Agent**") that shall determine, acting in good faith and in a commercially reasonable manner whether, for the purposes of determining the Relevant Rate on each following Interest Determination Date, a substitute or successor rate is available, being a rate that is most comparable to the Relevant Rate. If the Relevant Rate Determination Agent determines that there is an industry-accepted substitute or successor rate, the Relevant Rate Determination Agent will use such substitute or successor rate to determine the Relevant Rate (such rate, the "**Replacement Relevant Rate**"). The Relevant Rate Determination Agent may be (i) a leading bank or a broker-dealer in the Principal Financial Centre of the Specified Currency (which may include one of the Dealers involved in the issue of the Floating Rate Privileged Notes and/or CMS Linked Privileged Notes), (ii) an independent financial adviser, (iii) an affiliate of the Issuer and/or (iv) the Calculation Agent;
- (ii) if the Relevant Rate Determination Agent has determined a Replacement Relevant Rate in accordance with the foregoing, the Relevant Rate Determination Agent will also determine concomitant changes (if any) to the Business Day Convention, the definition of Business Day, the Interest Determination Date, the Day Count Fraction, and any method for obtaining the Replacement Relevant Rate, and such other changes or adjustments necessary to make such Replacement Relevant Rate as comparable as possible to the Relevant Rate, in each case in a manner that is consistent with industry-accepted practices for such Replacement Relevant Rate and such guidance promulgated by associations involved in the establishment of market standards and/or protocols in the international financial and/or debt capital markets as the Relevant Rate Determination Agent may consider relevant for such Replacement Relevant Rate;
- (iii) references to the "Relevant Rate" in these Terms and Conditions will thenceforth be deemed to be references to the Replacement Relevant Rate, including any concomitant changes and adjustments determined in accordance with paragraph (ii) above. The determination of the Replacement Relevant Rate and such concomitant changes and adjustments by the Relevant Rate Determination Agent will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent, the Fiscal Agent, the Noteholders and any other person and each Noteholder shall be deemed to have accepted the Replacement Relevant Rate and such related changes and adjustments pursuant to this paragraph (d); and
- (iv) as soon as reasonably practicable, the Relevant Rate Determination Agent will notify the Issuer of the foregoing and the Issuer will give notice to the Noteholders (in accordance with Condition 15 (Notices)) and the Fiscal Agent specifying the Replacement Relevant Rate, as well as the concomitant changes and adjustments determined in accordance with paragraph (ii) above.

If the Relevant Rate Determination Agent has determined that the relevant Relevant Rate has been discontinued and/or an Administrator/Benchmark Event has occurred, and for any reason a Replacement Relevant Rate has not been or cannot be determined on or prior to the next following Interest Determination Date, then no Replacement Relevant Rate will be adopted, and in such case, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Rate Multiplier or Maximum Rate of Interest or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

Where:

"**Administrator/Benchmark Event**" means, in relation to any Floating Rate Privileged Notes and/or CMS Linked Privileged Notes and a Benchmark and/or CMS Rate, CMS Rate₁ and CMS Rate₂, the occurrence of a Benchmark Modification or Cessation Event, a Non-Approval Event, a Rejection Event or a Suspension/Withdrawal Event.

"Benchmark Modification or Cessation Event" means, in respect of any Floating Rate Privileged Notes and/or CMS Linked Privileged Notes and a Benchmark and/or CMS Rate, CMS Rate₁ and CMS Rate₂:

- (a) any material changes in such Benchmark and/or CMS Rate, CMS Rate₁ and CMS Rate₂;
- (b) the permanent or indefinite cancellation or cessation in the provision of such Benchmark and/or CMS Rate, CMS Rate₁ and CMS Rate₂;
- (c) a relevant regulator or other official sector entity prohibits the use of such Benchmark and/or CMS Rate, CMS Rate₁ and CMS Rate₂.

"Benchmark Regulation" means the EU Benchmark Regulation (Regulation (EU) 2016/1011) (as may be amended from time to time).

"Non-Approval Event" means, in respect of the Benchmark and/or the CMS Rate, CMS Rate₁ and CMS Rate₂:

- (a) any authorisation, registration, recognition, endorsement, equivalence or approval in respect of the Benchmark and/or in respect of the CMS Rate, CMS Rate₁ and CMS Rate₂ or the administrator or sponsor of the Benchmark and/or of the CMS Rate, CMS Rate₁ and CMS Rate₂ has not been or will not be obtained;
- (b) the Benchmark and/or the CMS Rate, CMS Rate₁ and CMS Rate₂ or the administrator or sponsor of the Benchmark and/or of the CMS Rate, CMS Rate₁ and CMS Rate₂ has not been or will not be included in an official register; or
- (c) the Benchmark and/or the CMS Rate, CMS Rate₁ and CMS Rate₂ or the administrator or sponsor of the Benchmark and/or of the CMS Rate, CMS Rate₁ and CMS Rate₂ does not or will not fulfil any legal or regulatory requirement applicable to the Floating Rate Privileged Notes and/or CMS Linked Privileged Notes, the Issuer, the Calculation Agent or the Benchmark and/or the CMS Rate, CMS Rate₁ and CMS Rate₂,

in each case, as required under any applicable law or regulation for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Floating Rate Privileged Notes and/or CMS Linked Privileged Notes. For the avoidance of doubt, a Non-Approval Event shall not occur if, notwithstanding that the Benchmark and/or the CMS Rate, CMS Rate₁ and CMS Rate₂ or the administrator or sponsor of the Benchmark and/or of the CMS Rate, CMS Rate₁ and CMS Rate₂ is not or will not be included in an official register because its authorisation, registration, recognition, endorsement, equivalence or approval is suspended, at the time of such suspension the continued provision and use of the Benchmark and/or the CMS Rate, CMS Rate₁ and CMS Rate₂ is nevertheless permitted in respect of the Floating Rate Privileged Notes and/or CMS Linked Privileged Notes under applicable law or regulation during the period of such suspension.

"Rejection Event" means, in respect of the Benchmark and/or the CMS Rate, CMS Rate₁ and CMS Rate₂, the relevant competent authority or other relevant official body rejects or refuses or will reject or refuse any application for authorisation, registration, recognition, endorsement, equivalence, approval or inclusion in any official register which, in each case, is required in relation to the Floating Rate Privileged Notes and/or CMS Linked Privileged Notes, the Benchmark and/or the CMS Rate, CMS Rate₁ and CMS Rate₂ or the administrator or sponsor of the Benchmark and/or of the CMS Rate, CMS Rate₁ and CMS Rate₂ under any applicable law or regulation for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Floating Rate Privileged Notes and/or CMS Linked Privileged Notes.

"Suspension/Withdrawal Event" means, in respect of the Benchmark and/or the CMS Rate, CMS Rate₁ and CMS Rate₂:

- (a) the relevant competent authority or other relevant official body suspends or withdraws or will suspend or withdraw any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Benchmark and/or the CMS Rate, CMS Rate₁ and CMS Rate₂ or the administrator or sponsor of the Benchmark and/or of the CMS Rate, CMS Rate₁ and CMS Rate₂ which is required under any applicable law or regulation for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Floating Rate Privileged Notes and/or CMS Linked Privileged Notes; or
- (b) the Benchmark and/or the CMS Rate, CMS Rate₁ and CMS Rate₂ or the administrator or sponsor of the Benchmark and/or of the CMS Rate, CMS Rate₁ and CMS Rate₂ is or will be

removed from any official register where inclusion in such register is or will be required under any applicable law in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Floating Rate Privileged Notes and/or CMS Linked Privileged Notes.

For the avoidance of doubt, a Suspension/Withdrawal Event shall not occur if such authorisation, registration, recognition, endorsement, equivalence decision or approval is or will be suspended or where inclusion in any official register is or will be withdrawn if, at the time of such suspension or withdrawal, the continued provision and use of the Benchmark and/or the CMS Rate, CMS Rate₁ and CMS Rate₂ is permitted in respect of the Floating Rate Privileged Notes and/or CMS Linked Privileged Notes under applicable law or regulation during the period of such suspension or withdrawal.

In the relevant Final Terms, when the paragraph "Benchmark" specifies that the rate is determined by linear interpolation, in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two (2) rates based on the relevant Benchmark, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available of next shorter length before the length of the relevant Interest Period, and the other of which shall be determined as if the maturity were the period of time for which rates are available of next longer length after the length of the relevant Interest Period.

For the avoidance of doubt, the Rate of Interest (i.e. Relevant Rate plus Margin) shall not be, in any case, lower than zero.

(f) Interest on Fixed/Floating Rate Privileged Notes, Fixed/CMS Rate Privileged Notes, Floating/Fixed Rate Privileged Notes, CMS/Fixed Rate Privileged Notes, Fixed/Fixed Rate Privileged Notes and Floating/Floating Rate Privileged Notes

Where Change of Interest Basis is specified to be Applicable in the relevant Final Terms each Fixed/Floating Rate Privileged Notes shall bear interest on its outstanding nominal amount at a rate that:

- (i) at the Issuer's option, the Issuer may elect to convert (the "**Issuer Change of Interest Basis**") on the date specified in the relevant Final Terms (the "**Switch Date**"):
 - from Fixed Rate (as defined in Condition 6 (b) and specified in the relevant Final Terms) to Floating Rate (as defined in Condition 6 (c) and specified in the relevant Final Terms) or from Floating Rate to Fixed Rate with respect to Fixed/Floating Rate Privileged Notes and Floating/Fixed Rate Privileged Notes;
 - from Fixed Rate to a different Fixed Rate with respect to Fixed/Fixed Rate Privileged Notes;
 - from Floating Rate to a different Floating Rate with respect to Floating/Floating Rate Privileged Notes; and
 - from Fixed Rate to CMS Rate or from CMS Rate to Fixed Rate with respect to Fixed/CMS Rate Privileged Notes and CMS/Fixed Rate Privileged Notes.

it being specified that any Issuer Change of Interest Basis shall be notified by the Issuer to the relevant Noteholders in accordance with Condition 15 within the period specified in the relevant Final Terms; or

- (ii) automatically changes from Fixed Rate to Floating Rate or from Floating Rate to Fixed Rate, from Fixed Rate to a different Fixed Rate or from Floating Rate to a different Floating Rate on the Switch Date and from Fixed Rate to CMS Rate or from CMS Rate to Fixed Rate on the Switch Date (the "**Automatic Change of Interest Basis**"),

provided that, in any case, if the Switch Date does not fall on an Interest Payment Date, the Issuer Change of Interest Basis will apply either from (i) the Interest Period including the Switch Date or (ii) the Interest Period following the Switch Date, as specified in the relevant Final Terms.

(g) Inverse Floating Rate Privileged Notes / Inverse CMS Rate Privileged Notes

The Rate of Interest in respect of Inverse Floating Rate Privileged Notes or Inverse CMS Rate Privileged Notes, for each Interest Accrual Period, shall be equal to the Fixed Rate specified in the relevant Final Terms minus the Floating Rate or the CMS Rate, as the case may be, specified in the relevant Final Terms. The Fixed Rate, Floating Rate or CMS Rate, as applicable, and the respective amounts of interest payable shall be determined in accordance with the provisions applying to Fixed Rate Privileged Notes, Floating Rate Privileged Notes or CMS Rate Privileged Notes, as applicable.

(h) Zero Coupon Privileged Notes

Where a Privileged Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Final Maturity Date (or the Extended Final Maturity Date, as the case may be) pursuant to an Issuer's optional redemption or, if so specified in the relevant Final Terms, pursuant to Condition 7(e) or otherwise and is not paid when due, the amount due and payable prior to the Final Maturity Date (or the Extended Final Maturity Date, as the case may be) shall be the Optional Redemption Amount or the Early Redemption Amount, as the case may be. As from the Final Maturity Date (or the Extended Final Maturity Date, as the case may be), the Rate of Interest for any overdue principal of such a Privileged Note shall be a rate *per annum* (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 7(e)(i)(B)).

(i) Accrual of Interest

Interest shall cease to accrue on each Privileged Note on the due date for redemption unless (i) in the case of Dematerialised Privileged Notes, on such due date or (ii) in the case of Materialised Privileged Notes, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgement) at the Rate of Interest in the manner provided in this Condition 6 to the Relevant Date.

(j) Margin, Maximum Rate of Interest, Minimum Rate of Interest, Maximum Instalment Amounts, Minimum Instalment Amounts, Maximum Redemption Amounts, Minimum Redemption Amounts and Rounding:

- (i) If any Margin is specified in the relevant Final Terms (either (y) generally, or (z) in relation to one (1) or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (y), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (z), calculated in accordance with Condition 6(c), 6(d), 6(f) and 6(g) above by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin, subject always to the next paragraph.
- (ii) If any Maximum Rate of Interest or Minimum Rate of Interest, Maximum Instalment Amount or Minimum Instalment Amount or Maximum Redemption Amount or Minimum 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, (w) if FBF Determination is specified in the relevant Final Terms, all percentages resulting from such calculations shall be rounded, if necessary, to the nearest ten-thousandth of a percentage point (with halves being rounded up), (x) otherwise, all percentages resulting from such calculations shall be rounded, if necessary, to the nearest fifth decimal (with halves being rounded up), (y) all figures shall be rounded to seven (7) decimals (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 the purpose of this Condition "unit" means the lowest amount of such currency that is available as legal tender in the country of such currency.

(k) Calculations

The amount of interest payable in respect of any Privileged Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Privileged Note by the Day Count Fraction, unless an Interest Amount is specified in respect of such period, in which case the amount of interest payable in respect of such Privileged Note for such period shall equal such Interest Amount. Where any Interest Period comprises two (2) 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.

(l) Determination and publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional 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 in respect of each Specified Denomination of the Privileged Notes for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional 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 Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the holders of Privileged Notes, any other Calculation Agent appointed in respect of

the Privileged Notes that is to make a further calculation upon receipt of such information and, if the Privileged Notes are admitted to trading on a Regulated Market and the rules of such Regulated Market so require, such Regulated Market as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such Regulated Market of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth (4th) Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 6(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 and Reference Banks

The Issuer shall procure that there shall at all times be four (4) Reference Banks (or such other number as may be required) with offices in the Relevant Financial Centre and one (1) or more Calculation Agents if provision is made for them in the relevant Final Terms and for so long as any Privileged Note is outstanding. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Issuer shall appoint another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. Where more than one (1) Calculation Agent is appointed in respect of the Privileged Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Terms and 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 Period or 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 Paris or Luxembourg office, as appropriate, or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid. So long as the Privileged Notes are admitted to trading on a Regulated Market and the rules of, or applicable to, that Regulated Market so require, notice of any change of Calculation Agent shall be given in accordance with Condition 15.

7. Redemption, Purchase and Options

(a) Final Redemption

Unless previously redeemed or purchased and cancelled as provided below, each Privileged Note shall be finally redeemed on the final maturity date (the "**Final Maturity Date**") (or the Extended Final Maturity Date, as the case may be) specified in the relevant Final Terms at its final redemption amount (the "**Final Redemption Amount**") (which is at least one hundred per cent. (100%) of its nominal amount) or, in the case of a Privileged Note falling within Condition 7(b) below, its final Instalment Amount.

Privileged Notes may have hard bullet maturities (not allowing the Final Maturity Date of the relevant Series to be extended) or soft bullet maturities (allowing the Final Maturity Date of the relevant Series to be extended), as specified in the Final Terms of the relevant Series. With respect to Series of Privileged Notes having a soft bullet maturity, an extended Final Maturity Date (the "**Extended Final Maturity Date**") shall be specified as applying in relation to such Series in the applicable Final Terms. If the Final Redemption Amount of such Series is not paid by the Issuer on the Final Maturity Date, then payment of the unpaid amount shall be automatically deferred and shall become due and payable one (1) or several year(s) later on the Extended Final Maturity Date. However, any amount representing the Final Redemption Amount due and remaining unpaid on the Final Maturity Date may be paid by the Issuer on any Interest Payment Date occurring thereafter up to (and including) the relevant Extended Final Maturity Date. Interest will continue to accrue on any unpaid amount during such extended period at the Rate of Interest specified in the relevant Final Terms and be payable on each Interest Payment Date and on the Extended Final Maturity Date all as specified in the relevant Final Terms and in accordance with the Terms and Conditions of the French law Privileged Notes.

(b) Redemption by Instalments

Unless previously redeemed or purchased and cancelled as provided in this Condition 7, each Privileged 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 Privileged 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 Privileged 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 Privileged Note, on the due date for such payment or (ii) in the case of Materialised Privileged Note, 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, exercise of Issuer's Options and Partial Redemption

If a ("**Call Option**") is specified in the relevant Final Terms, the Issuer may, subject to compliance by the Issuer with all relevant laws, regulations and directives and on giving not less than fifteen (15) nor more than thirty (30) days' prior irrevocable notice in accordance with Condition 15 to the holders of Privileged Notes (or such other notice period as may be specified in the relevant Final Terms) redeem, or exercise any other option in relation to all or, if so provided, some, of the Privileged Notes on any Optional Redemption Date (as defined in the Final Terms) or Option Exercise Date (as defined in the Final Terms), as the case may be. Any such redemption of Privileged Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption, if any. Any such redemption must relate to Privileged 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 as specified in the relevant Final Terms.

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

In the case of a partial redemption or a partial exercise of an Issuer's Option in respect of Materialised Privileged Notes, the notice to holders of such Materialised Privileged Notes shall also contain the numbers of the Definitive Materialised Privileged Notes to be redeemed or in respect of which such option has been exercised, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and Regulated Market requirements.

In the case of a partial redemption or a partial exercise of an Issuer's Option in respect of Dematerialised Privileged Notes, the redemption shall be effected by reducing the nominal amount of all such Dematerialised Privileged Notes in a Series in proportion to the aggregate nominal amount redeemed.

So long as the Privileged Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and the rules thereof so require, the Issuer shall, once in each year in which there has been a partial redemption of the Privileged Notes, cause to be published either on the website of the Luxembourg Stock Exchange (www.bourse.lu) or in a leading financial newspaper of general circulation in Luxembourg a notice specifying the aggregate nominal amount of Privileged Notes outstanding and, in the case of Materialised Privileged Notes a list of any Materialised Privileged Notes, drawn for redemption but not surrendered.

(d) Redemption at the option of Noteholders and exercise of Noteholders' Options

If a ("**Put Option**") is specified in the relevant Final Terms, the Issuer shall, at the option of the Noteholder, upon the Noteholder giving not less than fifteen (15) nor more than thirty (30) days' notice to the Issuer (or such other notice period as may be specified in the relevant Final Terms) redeem such Privileged Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

To exercise such option (which must be exercised on an option exercise date) the Noteholder must deposit with a Paying Agent at its specified office a duly completed option exercise notice (the "**Exercise Notice**") in the form obtained during normal business hours from any Paying Agent or the Registration Agent, as the case may be, within the notice period. In the case of Materialised Privileged Notes, the Exercise Notice shall have attached to it the relevant Privileged Notes (together with all unmatured Coupons and Receipts and unexchanged Talons). In the case of Dematerialised Privileged Notes, the Noteholder shall transfer, or cause to be transferred, the Dematerialised Privileged Notes to be redeemed to the account of the Paying Agent with a specified office in Paris, as specified in the Exercise Notice. No option so exercised and, where applicable, no Privileged Note so deposited or transferred, may be withdrawn without the prior consent of the Issuer.

(e) Early Redemption

(i) Zero Coupon Privileged Notes

- (A) The Early Redemption Amount or the Optional Redemption Amount payable in respect of any Zero Coupon Privileged Note, upon redemption of such Privileged Note pursuant to Condition 7(c), 7(d) or 7(g), as the case may be, shall be the Amortised Nominal Amount (calculated as provided below) of such Privileged Note.

- (B) Subject to the provisions of sub-paragraph (C) below, the amortised nominal amount of any such Privileged Note (the "**Amortised Nominal Amount**") shall be the scheduled Final Redemption Amount of such Privileged Note on the Final Maturity Date (or the Extended Final Maturity Date, as the case may be) 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 Privileged Notes if they were discounted back to their issue price on the Issue Date) (the "**Amortisation Yield**") compounded annually.
- (C) If the Early Redemption Amount or the Optional Redemption Amount payable in respect of any such Zero Coupon Privileged Note upon its redemption pursuant to Condition 7(c), 7(d) or 7(g) is not paid when due, the Early Redemption Amount due and payable in respect of such Privileged Note shall be the Amortised Nominal Amount of such Privileged Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Zero Coupon Privileged Note becomes due and payable was the Relevant Date. The calculation of the Amortised Nominal Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgement) until the Relevant Date, unless the Relevant Date falls on or after the Final Maturity Date (or the Extended Final Maturity Date, as the case may be), in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Privileged Note on the Final Maturity Date (or the Extended Final Maturity Date, as the case may be) together with any interest that may accrue in accordance with Condition 6(h).

Where such calculation is to be made for a period of less than one (1) year, it shall be made on the basis of the Day Count Fraction as provided in the relevant Final Terms.

(ii) *Other Privileged Notes*

- A. The Early Redemption Amount payable in respect of any Privileged Note (other than Privileged Notes described in (i) above), upon redemption of such Privileged Note pursuant to Condition 7(g) shall be the Final Redemption Amount together with interest accrued to the date fixed for redemption.
- B. The Optional Redemption Amount payable in respect of any Privileged Note (other than Privileged Notes described in (i) above), upon redemption of such Privileged Note pursuant to Condition 7(c) or 7(d) will be determined by the Calculation Agent on the following basis:

Optional Redemption Amount = $Y \times \text{Specified Denomination}$

Where:

"Y" means the ratio expressed as a percentage specified in the relevant Final Terms.

(f) No Redemption for Taxation Reasons

If French law should require that payments of principal, interest or other revenues in respect of any present or future Privileged Note be subject to withholding or deduction in respect of any present or future taxes or duties whatsoever, such Privileged Notes may not be redeemed early.

(g) Redemption due to illegality

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, it would become unlawful for the Issuer to perform or comply with one (1) or more of its obligations under the Privileged Notes, the Issuer will, subject to having given not more than forty-five (45) nor less than thirty (30) days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 15, redeem all, but not some only, of the Privileged Notes at their Early Redemption Amount together with any interest accrued to the date set for redemption (including, where applicable, any arrears of interest).

(h) Subscriptions and purchases

The Issuer shall have the right at all times to subscribe and purchase Privileged Notes (provided that, in the case of Materialised Privileged Notes, all unmaturing Coupons and Receipts and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise (including by tender offer) at any price, subject to any applicable laws and regulations and in particular to article L.513-26 of the French Monetary and Financial Code. All Privileged Notes so subscribed or purchased by the Issuer may be held and resold in accordance with and within the limits set out by articles L.213-0-1 and D.213-0-1 of the French Monetary and Financial Code, as amended from time to time.

(i) Cancellation

All Privileged Notes which have been subscribed or purchased by or on behalf of the Issuer may at its sole option be held or cancelled in accordance with applicable laws and regulations.

Privileged Notes will be cancelled, in the case of Dematerialised Privileged Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised Privileged Notes, by surrendering the relevant Temporary Global Certificate or the Definitive Materialised Privileged Notes in question, together with all unmatured Coupons and Receipts and all unexchanged Talons, if applicable, to the Fiscal Agent and, in each case, if so transferred or surrendered, shall, together with all Privileged Notes redeemed by the Issuer, be cancelled forthwith (together with, in the case of Dematerialised Privileged Notes, all rights relating to payment of interest and other amounts relating to such Dematerialised Privileged Notes and, in the case of Definitive Materialised Privileged Notes, all unmatured Coupons and Receipts and unexchanged Talons attached thereto or surrendered therewith). Any Privileged Note 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 Privileged Notes shall be discharged.

8. Payments and Talons

(a) Dematerialised Privileged Notes

Payments of principal and interest in respect of Dematerialised Privileged Notes shall (i) in the case of Dematerialised Privileged Notes in bearer dematerialised form (*au porteur*) or administered registered form (*au nominatif administré*), be made by transfer to the account denominated in the relevant currency of the relevant Account Holders for the benefit of the holders of Privileged Notes and, (ii) in the case of Dematerialised Privileged Notes in fully registered form (*au nominatif pur*), to an account denominated in the relevant currency with a Bank (as defined below) designated by the relevant holder of Privileged Notes. All payments validly made to such Account Holders or Bank will be an effective discharge of the Issuer in respect of such payments.

(b) Definitive Materialised Privileged Notes

(i) Method of payment

Subject as provided below, payments in a Specified Currency will be made by credit or transfer to an account denominated in the relevant Specified Currency, or to which the Specified Currency may be credited or transferred (which, in the case of a payment in Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Euro, shall be any country in the Euro-zone).

(ii) Presentation and surrender of Definitive Materialised Privileged Notes, Coupons and Receipts

Payments of principal in respect of Definitive Materialised Privileged Notes will (subject as provided below) be made in the manner provided in paragraph (i) above only against presentation and surrender (or, in the case of partial payment of any sum due, annotation) of such Privileged Notes, and payments of interest in respect of Definitive Materialised Privileged Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, annotation) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Payments of instalments of principal (if any) in respect of Definitive Materialised Privileged Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in paragraph (i) above only against presentation and surrender (or, in the case of part payment of any sum due, annotation) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in paragraph (i) above only against presentation and surrender (or, in the case of part payment of any sum due, annotation) of the relevant Privileged Note in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the Definitive Materialised Privileged Note to which it appertains. Receipts presented without the Definitive Materialised Privileged Note to which they appertain do not constitute valid obligations of the Issuer.

Upon the date upon which any Definitive Materialised Privileged Note becomes due and payable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment will be made in respect thereof.

Fixed Rate Privileged Notes in definitive form should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten (10) years after the Relevant Date in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 10) or, if later, five (5) years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Privileged Note in definitive form becoming due and repayable prior to its Final Maturity Date (or Extended Final Maturity Date, as the case may be), all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Privileged Note in definitive form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof.

If the due date for redemption of any Definitive Materialised Privileged Note is not an Interest Payment Date, interest (if any) accrued in respect of such Privileged Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against presentation and surrender (if appropriate) of the relevant Definitive Materialised Privileged Note.

(c) Payments in the United States

Notwithstanding the foregoing, if any Materialised Privileged 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 of America with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Privileged 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 any jurisdiction (whether by operation of law or agreement of the Issuer or its Agents) and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements.

No commission or expenses shall be charged to the holders of Privileged Notes, Receiptholders or Couponholders in respect of such payments.

(e) Appointment of Agents

The Fiscal Agent, the Paying Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed at the end of the Base Prospectus relating to the Programme of the Privileged Notes of the Issuer. The Fiscal Agent, the Paying Agents and the Registration Agent act solely as agents of the Issuer and the Calculation Agent(s) act(s) as independent experts(s) and, in each case such, do not assume any obligation or relationship of agency for any 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, Registration Agent or Calculation Agent and to appoint other Fiscal Agent, Paying Agent(s), Registration Agent(s) or Calculation Agent(s) or additional Paying Agent(s), Registration Agent(s) or Calculation Agent(s), provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) one (1) or more Calculation Agent(s) where the Conditions so require and provision is made for them in the relevant Final Terms, (iii) a Paying Agent having a specified office in at least one (1) major European city (including, so long as the Privileged Notes are admitted to trading on a Regulated Market of the EEA and so long as the rules thereof so require, such city where the Privileged Notes are listed and admitted to trading), (iv) in the case of Dematerialised Privileged Notes in fully registered form, a Registration Agent and (v) such other agents as may be required by the rules of any other Regulated Market on which the Privileged Notes may be listed and admitted to trading.

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

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

(f) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Materialised Privileged 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).

(g) Business Days for Payment

If any date for payment in respect of any Privileged Note, Receipt or Coupon is not a business day, the Noteholder (i) shall not be entitled to payment until the next following Business Day, or (ii) shall not be entitled to payment until the next following 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 (iii) shall be entitled to payment on the immediately preceding Business Day (the "**Adjusted Payment Date**"), as specified in the relevant Final Terms. In case of Adjusted Payment Date, the Noteholder shall not be entitled to any interest or other sum in respect of such postponed or prepared payment. In this paragraph, "**Business Day**" means a day (other than a Saturday or a Sunday) (A) (i) in the case of Dematerialised Privileged Notes, on which Euroclear France is open for business or (ii) in the case of Materialised Privileged 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 general business in the city of the Paying Agent's specified office, (C) in such jurisdictions as shall be specified as "**Financial Centre(s)**" in the relevant Final Terms and (D) (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.

(h) Bank

For the purpose of this Condition 8, "**Bank**" means a bank in the principal financial centre of the relevant currency or, in the case of Euro, in a city in which banks have access to the TARGET System or any successor thereto.

9. Taxation

(a) Tax Exemption

All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Privileged Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

(b) No Additional Amounts

If any law would require that payments of principal, interest or other revenues in respect of any present or future Privileged Note or any present or future Receipt or Coupon relating thereto, be subject to withholding or deduction in respect of any present or future taxes or duties whatsoever, the Issuer will not be required to pay any additional amounts in respect of any such withholding or deduction.

10. Prescription

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

11. Representation of Noteholders

Subject to the provisions of the Condition 11(i) below with respect to Privileged Notes issued with a denomination of less than €100,000 (or its equivalent in any other currency at the date of issue), the Noteholders will, in respect of all Tranches of the relevant Series, be grouped automatically for the defence of their common interests in a *masse* (the "**Masse**"), which will be governed by the provisions of articles L.228-46 *et seq.* of the French Commercial Code as supplemented by this Condition 11.

The *Masse* alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which may accrue with respect to the Privileged Notes, without prejudice to the rights that Noteholders

may exercise individually in accordance with, and subject to, the provisions of the terms and conditions of the Privileged Notes.

(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 collective decisions of the Noteholders (the "**Collective Decisions**").

(b) Representative

Unless otherwise specified in the relevant Final Terms, the Representative appointed in respect of all Tranches of all Series of Privileged Notes (including all subsequent Tranches in such Series) will be:

DIIS GROUP
rmo@di isgroup.com
12, rue Vivienne
75002 Paris
France

Unless otherwise specified in the relevant Final Terms, the Issuer shall pay to the Representative an amount of three hundred euros (€300) per year and per Series of Privileged Notes so long as any of the Privileged Notes of such Series is outstanding. No additional remuneration is payable in relation to any subsequent Tranche of any given Series.

In the event of liquidation, resignation, dissolution or revocation of appointment of the Representative, a substitute representative may be appointed.

(c) Powers of the Representative

The Representative shall (in the absence of any Collective Decision to the contrary and except as provided by paragraph 1 of article L.513-24 under the French Monetary and Financial Code) have the power to take all acts of management necessary in order to defend the common interests of the Noteholders, with the capacity to delegate its powers.

All legal proceedings against the Noteholders or initiated by them, must be brought by or against the Representative, except that, should safeguard proceedings (*procédure de sauvegarde*), judicial reorganisation (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*) be commenced against the Issuer, the specific controller (*contrôleur spécifique*) would file the evidence of debt of all creditors (including the holders of the Privileged Notes) of the Issuer benefiting from the *Privilège* pursuant to article L.513-24 of the French Monetary and Financial Code.

(d) Collective Decisions

Collective Decisions are adopted either (i) in a general meeting (the "**General Meeting**") or (ii) by unanimous consent of the Noteholders following a written consultation (the "**Written Unanimous Decision**").

In accordance with Article R.228-71 of the French Commercial Code, the rights of each Noteholder to participate in Collective Decisions will be evidenced by the entries in the books of the relevant Account Holder or the Issuer or the Registration Agent (as the case may be) of the name of such Noteholder as of 0:00 Paris time, on the second (2nd) business day in Paris preceding the date set for the Collective Decision.

Collective Decisions must be published in accordance with Condition 11(h).

The Issuer shall hold a register of the Collective Decisions and shall make it available, upon request, to any subsequent holder of any of the Privileged Notes of such Series.

(i) General Meetings

A General Meeting may be called at any time, either by the Issuer or by the Representative. One (1) or more Noteholders, holding together at least one-thirtieth (1/30) of the principal amount of the Privileged Notes outstanding, may address to the Issuer and the Representative a demand for a General Meeting to be called. If such General Meeting has not been called within two (2) months after such demand, the Noteholders may commission one (1) of them to petition the competent court to appoint an agent (*mandataire*) who will call the General Meeting.

Each Privileged Note carries the right to one (1) vote or, in the case of Privileged Notes issued with more than one (1) Specified Denomination, one (1) vote in respect of each multiple of the lowest Specified Denomination comprised in the principal amount of the Specified Denomination of such Privileged Note

General Meetings may deliberate validly on first convocation only if the Noteholders present or represented hold at least one-fifth (1/5) of the principal amount of the Privileged Notes then outstanding. On second convocation, no quorum shall be required. The decisions of the General Meeting shall be taken by a two-third (2/3) majority of votes held by the Noteholders attending such General Meeting or represented thereat.

Notice of the date, time, place and agenda of any General Meeting will be published in accordance with Condition 11(h) not less than fifteen (15) calendar days prior to the date of the General Meeting on first convocation and not less than five (5) calendar days prior to the date of the General Meeting on second convocation.

Each Noteholder has the right to participate in a General Meeting in person, by proxy or by correspondence.

Each Noteholder or representative thereof will have the right to consult or make a copy of the text of the resolutions which will be proposed and of the reports, if any, 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 and at any other place specified in the notice of the General Meeting, during the fifteen (15) calendar day period preceding the holding of the General Meeting on first convocation, or during the five (5) calendar day period preceding the holding of the General Meeting on second convocation.

The General Meeting is chaired by the Representative. In the event of the absence of a representative at the start of a General Meeting and if no Noteholder is present or represented at the General Meeting, the Issuer may, notwithstanding the provisions of Article L.228-64 of the French Commercial Code, designate a provisional chairman until a new Representative has been appointed.

(ii) Written Unanimous Decisions

At the initiative of the Issuer or the Representative, Collective Decisions may also be taken by Written Unanimous Decisions.

Such Written Unanimous Decisions shall be signed by or on behalf of all the Noteholders without having to comply with formalities and time limits referred to in Condition 11(d)(i). Approval of a Written Unanimous Decision may also be given by way of electronic communication allowing the identification of Noteholders in accordance with Article L.228-46-1 of the French Commercial Code ("**Electronic Consent**"). Any such decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting of such Noteholders. Such Written Unanimous Decision may be contained in one document or in several documents in like form each signed by or on behalf of one or more of such Noteholders and shall be published in accordance with Condition 11(h).

(iii) Exclusion of certain provisions of the French Commercial Code

The provisions of Article L.228-65 I. 1° of the French Commercial Code and the related provisions of the French Commercial Code shall not apply to the Privileged Notes.

(e) Expenses

The Issuer shall pay all expenses relating to the operations of the *Masse*, including all expenses relating to the calling and holding of Collective Decisions and, more generally, all administrative expenses resolved upon by Collective Decisions, it being expressly stipulated that no expenses may be imputed against interest payable under the Privileged Notes.

(f) Single Masse

The holders of Privileged Notes of the same Series, and the holders of Privileged Notes of any other Series which have been assimilated (*assimilables* for the purpose of French law) with the Privileged 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*.

(g) Sole Noteholder

If and for so long as the Privileged Notes of any Series are held by a sole Noteholder and unless a Representative has been appointed in relation to such Series, such Noteholder shall exercise all powers, rights and obligations entrusted to the Representative and to the Noteholders acting through Collective Decisions by the provisions of the French Commercial Code.

From the date of appointment of the Representative in relation to any Series, if and for so long as the Privileged Notes of such Series are held by a sole Noteholder, such Noteholder shall exercise all powers, rights and

obligations entrusted to the Noteholders acting through Collective Decisions by the provisions of the French Commercial Code.

The Issuer shall hold a register of the decisions taken by the sole Noteholder in this capacity and shall make it available, upon request, to any subsequent holder of any of the Privileged Notes of such Series.

(h) Notices to Noteholders

Any notice to be given to Noteholders in accordance with this Condition 11 shall be given in accordance with Condition 15.

(i) Full Masse

For Privileged Notes issued with a denomination of less than €100,000 (or its equivalent in any other currency), Condition 11 shall apply to the Privileged Notes subject to the following modifications:

- (i) The last paragraph of Condition 11(d)(i) shall not apply to the Privileged Notes.
- (ii) Condition 11(d)(iii) shall not apply to the Privileged Notes.
- (iii) Except if the Final Terms specify "Issue outside France" as applicable, Condition 11(e) shall be deleted and replaced by the following:

"(e) Expenses

The Issuer shall pay all expenses relating to the operations of the *Masse*, including all expenses relating to the calling and holding of Collective Decisions and, more generally, all administrative expenses resolved upon by Collective Decisions."

12. Replacement of Definitive Materialised Privileged Notes, Coupons, Talons and Receipts

If, in the case of any Materialised Privileged Notes, a Definitive Materialised Privileged Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and Regulated Market regulations, 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 this 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 Privileged 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 Privileged Notes, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Materialised Privileged Notes, Coupons, Talons or Receipts must be surrendered before replacements will be issued.

13. Limited recourse, Non-petition

(a) Limited recourse

By subscribing or acquiring any Privileged Note, each Noteholder will be automatically deemed to have:

- (i) expressly and irrevocably waived any contractual claim or action (*action en responsabilité contractuelle*) it may have against the Issuer or against any of its assets and any action for payment of any sum which is not expressed as being payable to it by the Issuer under the Privileged Notes and these Conditions;
- (ii) expressly and irrevocably agreed not to seek recourse under any obligation, covenant or agreement of the Issuer under the Privileged Notes and these Conditions against any shareholder, member of the board of directors (*conseil d'administration*), chief executive officer (*directeur général*), vice chief executive officer (*directeur général délégué*) or agent of the Issuer, by the enforcement of any assessment or by any proceedings, by virtue of any statute or otherwise; it being expressly agreed and understood that any obligation of the Issuer under the Privileged Notes and these Conditions is a corporate obligation of the Issuer, and that no personal liability shall attach to or be incurred by the shareholders, members of the board of directors (*conseil d'administration*), chief executive officers (*directeurs généraux*), vice chief executive officers (*directeurs généraux délégués*) or agents of the Issuer, as such, or any of them under or by reason of any of the obligations, covenants or agreements of the Issuer contained in the Privileged Notes and these Conditions or implied therefrom and, to waive any and all personal liability of every such shareholder, member of the board of directors (*conseil d'administration*), chief executive officer (*directeur général*), vice chief executive officer (*directeur général délégué*) or agent of the Issuer for breaches by the Issuer of any of its obligations, covenants or agreements under the Privileged Notes and these Conditions;

- (iii) without prejudice to Condition 13(c), expressly and irrevocably waived any claim it may have (a) against the Issuer or against any of its assets for sums in excess of the amount of the assets of the Issuer which are available for making payment on such date subject to the rights of any creditor benefiting from the *Privilège* and (b) against any asset of the Issuer which are subject to the *Privilège*.

(b) Non-petition

By subscribing to any Privileged Note, each Noteholder will be automatically deemed to have expressly agreed that prior to the date which is eighteen (18) months and one (1) day after the latter of (i) the Final Maturity Date (or the Extended Final Maturity Date, as the case may be) of the last series of Privileged Notes (including German law Privileged Notes) issued by the Issuer under the Programme, or (ii) the date of payment of any sums outstanding and owing under the latest outstanding Privileged Note:

- (i) it will not take any corporate action or other steps or legal proceedings for the winding-up, dissolution, organisation, for the appointment of a receiver, administrator, administrative receiver, trustee, liquidator, examiner, sequestrator or similar officer, or the opening of receivership proceedings or insolvency or bankruptcy proceedings (*sauvegarde, redressement or liquidation judiciaires*) or any other similar proceedings in any relevant jurisdiction, for the Issuer or for any or all of the Issuer's revenues and assets; and
- (ii) it will not have any right to take steps for the purpose of obtaining payment of any amounts payable to it under the Privileged Notes and these Conditions by the Issuer and shall not until such time take any step to recover any debts whatsoever owing to it by the Issuer otherwise than in accordance with, and subject to, these Conditions.

(c) Privilège

Conditions 13(a) and 13 (b)(ii) shall not prejudice the rights of the holders of Privileged Notes with respect to the payment of any claim benefiting from the *Privilège*.

14. Further Issues

The Issuer may from time to time without the consent of the Noteholders, Receiptholders or Couponholders create and issue further Privileged Notes to be assimilated (*assimilées* for the purpose of French law) with the Privileged Notes provided such Privileged Notes and the further Privileged Notes carry rights identical in all respects (or identical in all respects save as to the principal amount thereof and the first (1) payment of interest specified in the relevant Final Terms) and that the terms of such Privileged Notes provide for such assimilation, and references in these Conditions to "**Privileged Notes**" shall be construed accordingly.

15. Notices

- (a) Notices to the holders of Dematerialised Privileged 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 (4th) weekday (being a day other than a Saturday or a Sunday) after the date of mailing, or (ii) at the option of the Issuer, they are published in a leading daily financial newspaper of general circulation in Europe (which is expected to be the Financial Times) or, so long as such Privileged Notes are admitted to trading on any Regulated Market(s), in a leading daily financial newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Privileged Notes is/are admitted to trading, which in the case of the Luxembourg Stock Exchange's Regulated Market is expected to be the *Luxemburger Wort*, or (iii) so long as such Privileged Notes are admitted to trading on any Regulated Market and the rules of such Regulated Market so permit, on the website of the Regulated Market where the admission is sought, which in the case of the Luxembourg Stock Exchange is expected to be the website of the Luxembourg Stock Exchange (www.bourse.lu).
- (b) Notices to the holders of Materialised Privileged Notes and Dematerialised Privileged Notes in bearer form (*au porteur*) shall be valid if published in a leading daily financial newspaper of general circulation in Europe (which is expected to be the Financial Times) or, so long as such Privileged Notes are admitted to trading on any Regulated Market(s), in a leading daily financial newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Privileged Notes is/are admitted to trading, which in the case of the Luxembourg Stock Exchange's Regulated Market is expected to be the *Luxemburger Wort* or, so long as such Privileged Notes are admitted to trading on any Regulated Market and the rules of such Regulated Market so permit, on the website of the Regulated Market where the admission is sought, which in the case of the Luxembourg Stock Exchange is expected to be the website of the Luxembourg Stock Exchange (www.bourse.lu).

- (c) Notices required to be given to the holders of Dematerialised Privileged Notes (whether in registered or in bearer form (*au nominatif* or *au porteur*)) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream and any other clearing system through which the Privileged Notes are for the time being cleared in substitution for the mailing and publication as required by Conditions 15(a) and (b), above; provided that (i) so long as such Privileged Notes are admitted to trading on any Regulated Market(s) and the rules of that Regulated Market so require, notices shall also be published in a leading daily financial newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Privileged Notes is/are admitted to trading, which in the case of the Luxembourg Stock Exchange's Regulated Market is expected to be the *Luxemburger Wort*, or (ii) so long as such Privileged Notes are admitted to trading on any Regulated Market and the rules of such Regulated Market so permit, on the website of the Regulated Market where the admission is sought, which in the case of the Luxembourg Stock Exchange is expected to be the website of the Luxembourg Stock Exchange (www.bourse.lu).
- (d) If any such publication is not practicable, notice shall be validly given if published in another leading daily financial English language newspaper of general circulation in Europe. Any notice given by publication 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 (1) 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 Privileged Notes in accordance with this Condition.

16. Governing Law and Jurisdiction

(a) Governing Law

The Privileged Notes, Coupons, Talons and Receipts are governed by, and shall be construed in accordance with, French law.

(b) Jurisdiction

Any claim against the Issuer in connection with any Privileged Notes, Coupons, Talons or Receipts may be brought before the competent courts of the Issuer's head office.

TEMPORARY GLOBAL CERTIFICATES IN RESPECT OF MATERIALISED PRIVILEGED NOTES

Temporary Global Certificates

A temporary global certificate without interest coupons (a "**Temporary Global Certificate**") will initially be issued in connection with each Tranche of Materialised Privileged Notes, which will be delivered on or prior to the issue date of the Tranche with a common depositary (the "**Common Depositary**") for Euroclear Bank SA/NV ("**Euroclear**") and for Clearstream Banking, S.A. ("**Clearstream**"). Upon the delivery of such Temporary Global Certificate with a Common Depositary, Euroclear and Clearstream will credit each subscriber with a nominal amount of French law Privileged Notes equal to the nominal amount thereof for which it has subscribed and paid.

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

Exchange

Each Temporary Global Certificate issued in respect of Materialised Privileged 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 U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) and any successor regulation issued under the Hiring Incentives to Restore Employment Act of 2010 (the "**Hire Act**") (the "**TEFRA C Rules**") or in a transaction to which "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982, is not applicable, in whole, but not in part, for Definitive Materialised Privileged Notes; and
- (ii) otherwise, in whole but not in part, upon certification if required under U.S. Treasury Regulation section 1.163-5(c)(2)(i)(D)(3) and any successor regulation issued under the Hire Act as to non-U.S. beneficial ownership for Definitive Materialised Privileged Notes.

Delivery of Definitive Materialised Privileged 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 Privileged Notes. In this Base Prospectus, "**Definitive Materialised Privileged Notes**" means, in relation to any Temporary Global Certificate, the Definitive Materialised Privileged Notes for which such Temporary Global Certificate may be exchanged (if appropriate, having attached to it 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 Privileged Notes will be security printed in accordance with any applicable legal and stock exchange requirement.

Exchange Date

"**Exchange Date**" means, in relation to a Temporary Global Certificate in respect of any Materialised Privileged Notes, the day falling after the expiry of forty (40) days after its issue date, provided that in the event any further Materialised Privileged Notes which are to be assimilated (*assimilées* for the purpose of French law) with such first (1) mentioned Materialised Privileged Notes are issued prior to such day pursuant to Condition 14, the Exchange Date may, at the option of the Issuer, be postponed to the day falling after the expiry of forty (40) days after the issue date of such further Materialised Privileged Notes.

In the case of Materialised Privileged Notes with an initial maturity of more than three hundred and sixty-five (365) calendar days (and that are not relying on the TEFRA C Rules), the Temporary Global Certificate shall bear the following legend:

ANY UNITED STATES PERSON (AS DEFINED IN THE INTERNAL REVENUE CODE OF THE UNITED STATES) WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES FEDERAL INCOME TAX LAWS INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287 (a) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

USE OF PROCEEDS

Unless otherwise specified in the relevant Final Terms, the net proceeds of the issue of the Privileged Notes will be used for financing assets referred to in article L.513-4 of the French Monetary and Financial Code.

MAIN FEATURES OF THE LEGISLATION AND REGULATIONS RELATING TO *SOCIÉTÉS DE CRÉDIT FONCIER*

Please note that this section should be read in conjunction with, as the case may be, any relevant instruction from the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*, formerly *Autorité de contrôle prudentiel*) or ministerial order published in respect of *sociétés de crédit foncier*.

Entities entitled to issue *obligations foncières*

The legal and regulatory regime applicable to *sociétés de crédit foncier* results from the following provisions:

- articles L.513-2 to L.513-27 of the French Monetary and Financial Code;
- articles R.513-1 to R.513-18 of the French Monetary and Financial Code;
- regulation (*instruction*) no. 99-10 dated 9 July 1999, as amended, issued by the Banking and Financial Regulatory Committee (*Comité de la Réglementation Bancaire et Financière*, CRBF) (the "**CRBF Regulation**"); and
- regulation (*instruction*) no. 2011-I-06 dated 15 June 2011, as amended issued by the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*, formerly *Autorité de contrôle prudentiel*).

Pursuant to article L.513-2 of the French Monetary and Financial Code, *sociétés de crédit foncier* may grant or acquire either secured loans or exposures to public entities or other eligible securities and issue *obligations foncières* (or incur other forms of borrowings) in order to finance these assets. However, article L.513-2 of the French Monetary and Financial Code allows *sociétés de crédit foncier* to issue ordinary notes or raise funds which do not benefit from the *Privilège* as described below.

Eligible assets

The eligible assets of *sociétés de crédit foncier* comprise, *inter alia*:

- (i) secured loans which, in accordance with article L.513-3 of the French Monetary and Financial Code, include loans which are secured by a first-ranking mortgage or other real estate security interests that are equivalent to a first-ranking mortgage or loans that are guaranteed by a credit institution, a financing company (*société de financement*) or an insurance company that does not belong to the same group as the relevant *société de crédit foncier*. The property must be located in France or in any other member state of the European Union ("EU") or European Economic Area ("EEA") or in a State benefiting from the highest level of credit quality (*meilleur échelon de qualité de crédit*) assigned by an external rating agency recognised by the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) as provided in article L.511-44 of the French Monetary and Financial Code. Article R.513-1 of the French Monetary and Financial Code provides that the mortgage-backed loans cannot exceed a threshold of sixty per cent (60%) of the property's value, except under certain conditions;
- (ii) exposures to, or guaranteed by, public sector entities which comply with the provisions of article L.513-4 of the French Monetary and Financial Code, i.e. without limitation, exposures to public entities such as states, central banks, local authorities or state-owned entities of a member state of the European Union ("EU"), or the EEA, the United States of America, Switzerland, Japan, Canada, Australia or New Zealand or exposures to public entities such as states or central banks of states not member of the EEA, nor the EU, nor of the United States of America, Switzerland, Japan, Canada, Australia nor New Zealand, but located in a State benefiting from the highest level of credit assessment (*meilleur échelon de qualité de crédit*) given by an external rating agency recognised by the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) as provided in article L.511-44 of the French Monetary and Financial Code, and
- (iii) within the limits of article R.513-3 of the French Monetary and Financial Code, units or notes (other than subordinated units or subordinated notes) issued by *organismes de titrisation*, which are French securitisation vehicles, or other similar vehicles governed by the laws of a member state of the EU or EEA, the United States of America, Switzerland, Japan, Canada, Australia or New Zealand, the assets of which shall comprise at least ninety per cent. (90%) of secured loans or exposures to public entities complying with the criteria defined in articles L.513-3 and L.513-4 of the French Monetary and Financial Code or other receivables benefiting from equivalent security interests; such units or notes must benefit from the highest level of credit assessment (*meilleur échelon de qualité de crédit*) assigned by an external rating agency recognised by the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) pursuant to article L.511-44 of the French Monetary and Financial Code; the similar vehicles

shall be governed by the laws of a member state of the EU or EEA if the assets are composed of loans or exposures referred to in article L.513-3 of the French Monetary and Financial Code; and

- (iv) promissory notes (*billets à ordre*) governed by articles L.313-42 *et seq.* of the French Monetary and Financial Code, under the conditions set out in article L.513-6 of the French Monetary and Financial Code.

Sociétés de crédit foncier are not allowed to make any other investments, except investments in securities which are sufficiently secure and liquid to be held as so-called substitution assets, as defined in article R.513-6 of the French Monetary and Financial Code.

Pursuant to article L.513-26 of the French Monetary and Financial Code, a *société de crédit foncier* may subscribe for *obligations foncières* issued by such *société de crédit foncier* itself, for the sole purpose of securing credit operations made with the *Banque de France* under its monetary policy and intraday credit operations, in case such *société de crédit foncier* is not in a position to face its treasury needs by any other available means *obligations foncières* issued pursuant to article L.513-26 of the French Monetary and Financial Code shall not represent more than ten per cent. (10%) of the resources benefiting from the *Privilège*, as calculated at the time such *obligations foncières* are acquired by the relevant *société de crédit foncier*.

Cover ratio

A *société de crédit foncier* must at all times maintain a cover ratio between its assets and its liabilities benefiting from the *Privilège*. In particular, pursuant to articles L.513-12 and R.513-8 of the French Monetary and Financial Code, *sociétés de crédit foncier* must at all times maintain a ratio of at least one hundred and five per cent. (105%) as between its assets and the total amount of its liabilities benefiting from the *Privilège*.

The ratio's denominator (article 8 of the CRBF Regulation) is comprised of *obligations foncières* and other resources benefiting from the *Privilège*.

The ratio's numerator (article 9 of the CRBF Regulation) is made up of all the assets, weighted to reflect their category. In the case of exposures to public entities (*expositions sur des personnes publiques*), they are accounted for at their accounting value (one hundred per cent. (100%) weighting).

In addition, Crédit Mutuel Arkéa and the Issuer have entered into agreements in order to ensure, by providing to the Issuer liquidity support or transferring to the Issuer additional eligible assets or otherwise, that the Issuer will, at all times, maintain an overcollateralisation ratio between its eligible assets and its Privileged Notes equal to or greater than one hundred and five per cent. (105%) (See section "*Description of the Issuer – Business Overview – OC Test*").

A *société de crédit foncier* must appoint a specific controller (*contrôleur spécifique*) with the prior approval of the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) whose task is to ensure that the required cover ratio is at all times complied with. In particular, the specific controller (*contrôleur spécifique*) must certify that the cover ratio is satisfied in connection with (i) the *société de crédit foncier* quarterly programme of issues benefiting from the *Privilège* and (ii) any specific issue also benefiting from the *Privilège* which amount is greater than or equal to five hundred million euros (€500,000,000). The specific controller (*contrôleur spécifique*) must verify the quality of the assets, the process of yearly revaluation and the quality of the asset liability management.

Liquidity Ratio

Pursuant to articles L.513-8 and R.513-7 of the French Monetary and Financial Code, the Issuer must, at all time, cover its treasury needs over a period of one hundred and eighty (180) days, taking into account the forecasted flows of principal and interest on its assets and net flows related to derivative financial instruments referred to in article L.513-10 of the French Monetary and Financial Code. The treasury needs are covered by substitution assets, eligible assets to the credit operations of the *Banque de France*.

Privilège relating to the Privileged Notes and certain other obligations of the Issuer

Pursuant to article L.513-11 of the French Monetary and Financial Code, notwithstanding any legal provisions to the contrary and in particular the provisions of book VI (*Livre VI*) of the French Commercial Code relating to the difficulties of companies (*difficultés des entreprises*):

- the sums resulting from loans or assimilated receivables, exposures, titles and securities referred to in articles L.513-3 to L.513-7 of French Monetary and Financial Code and from the financial instruments used for hedging as referred to in article L.513-10 of the French Monetary and Financial Code (in each case after any applicable set-off), together with the claims in respect of deposits made by a *société de crédit foncier* with credit institutions, are allocated by way of priority to the payment of any sums due in

relation to the Privileged Notes, to other resources benefiting from the *Privilège*, as mentioned in article L.513-2 of the French Monetary and Financial Code, to derivatives transactions used for hedging, under the condition of article L.513-10 of the French Monetary and Financial Code and to ancillary expenses relating to the transactions referred to in article L.513-11 of the French Monetary and Financial Code;

- when a *société de crédit foncier* (such as the Issuer) is subject to conciliation proceedings (*procédure de conciliation*), safeguard proceedings (*procédure de sauvegarde*), judicial reorganisation (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*), the amounts regularly originated from the operations referred to in article L.513-2 of the French Monetary and Financial Code are paid on their respective contractual due date, and by way of priority to all other debts, whether or not preferred or secured, including interests resulting from agreements whatever their duration is. No other creditor of a *société de crédit foncier* (such as the Issuer) may avail itself of any right over the assets and rights of such *société* until creditors benefiting from the *Privilège* defined in article L.513-11 of the French Monetary and Financial Code have been fully paid off; and
- the judicial liquidation of a *société de crédit foncier* (such as the Issuer) will not result in the acceleration of payment of Privileged Notes and other debts benefiting from the *Privilège* defined in article L.513-11 of the French Monetary and Financial Code.

Insolvency remoteness

Article L.513-20 of the French Monetary and Financial Code precludes the extension of insolvency proceedings in respect of the *société de crédit foncier* parent company to the *société de crédit foncier*.

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

The provisions allowing an administrative receiver to render certain transactions entered into during the hardening period (*période suspecte*) null and void are not applicable for transactions entered into by a *société de crédit foncier* provided that such transactions are made in accordance with their exclusive legal purpose and without fraud. Pursuant to article L.513-21 of the French Monetary and Financial Code, in case of the opening of any safeguard proceedings (*procédure de sauvegarde*), judicial reorganisation (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*) against the credit institution which is acting as manager and servicer of the assets and liabilities of the *société de crédit foncier*, the recovery, management and servicing contract may be immediately terminated by the *société de crédit foncier* notwithstanding any legal provisions to the contrary.

DESCRIPTION OF THE ISSUER

For the avoidance of doubt, it is specified that the expression "Privileged Notes" will include German law and French law Privileged Notes and the expression "Noteholders" includes any holder of such Privileged Notes, in the following section.

Incorporation, duration and registered office

The Issuer

The Issuer was incorporated on 18 December 2001, under the name "Eurobretagne IX", as a French limited liability company with a board of directors (*société anonyme à conseil d'administration*). Its term of existence is ninety-nine (99) years from the date of its incorporation. From the date of its incorporation and until 15 November 2010, the Issuer was a dormant entity owned by Crédit Mutuel Arkéa and did not engage in any business activity. At the Programme Date, the legal and commercial name of the Issuer is "Arkéa Public Sector SCF". The Issuer is registered with the French *Registre du commerce et des sociétés* of Brest under number 440 180 842.

The Issuer is governed by:

- (a) the French Commercial Code; and
- (b) the French Monetary and Financial Code, and in particular, articles L.513-2 *et seq.* of the French Monetary and Financial Code applicable to *sociétés de crédit foncier*.

(for further description, see section "*Main features of the legislation and regulations relating to sociétés de crédit foncier*").

As from 15 November 2010, the Issuer is a *société de crédit foncier* duly licensed as a French credit institution (*établissement de crédit*) by the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*). As a result of the entry into force on 1 January 2014 of the Ordinance no. 2013-544 dated 27 June 2013 relating to credit institutions and financing companies, the Issuer became a specialised credit institution (*établissement de crédit spécialisé*) as from 1 January 2014.

The Issuer's registered office and principal place of business is located at 1, rue Louis Lichou, 29480 Le Relecq-Kerhuon, France. The telephone number of the Issuer's registered office is: + 33 2 98 00 22 22.

The Crédit Mutuel Arkéa group

The Issuer is the *société de crédit foncier* of the Crédit Mutuel Arkéa group (the "**Group**"). The Group carries out business in the areas of banking credit and savings, finance and insurance. With 9,000 employees and 3,900,000 customers, it experienced further commercial expansion and built up its presence throughout France by entering into distribution agreements with external operators.

The Group's basic unit is the local savings bank ("**Caisse locale**"). Each *Caisse locale* covers a limited geographic area, and its capital is held by customer shareholders in the form of shares. Crédit Mutuel Arkéa's capital is held by the *Caisses locales* of the *fédération* of Crédit Mutuel de Bretagne, the *fédération* of Crédit Mutuel du Sud-Ouest and the *fédération* of Crédit Mutuel Massif Central. Crédit Mutuel Arkéa's *fédération* are members of *Confédération Nationale du Crédit Mutuel* (CNCM), which represents Crédit Mutuel's various regional groups.

From a regulatory standpoint, Crédit Mutuel Arkéa is the Group's consolidating parent company. It is licensed as such by the banking authorities. Crédit Mutuel Arkéa ensures that the Group's main financial ratios comply with the regulatory limits set by the banking authorities. It has received a general license for the *Caisses locales* of the three (3) *fédérations*. The *Caisses locales* do not receive individual licenses.

As a regulated bank, Crédit Mutuel Arkéa is subject to various controls by the French financial regulators (*Autorité de contrôle prudentiel et de résolution, Autorité des marchés financiers, etc.*).

In this organisation, Crédit Mutuel Arkéa is the Group's lead company. Crédit Mutuel Arkéa also acts as the Group's capital markets and investment bank and as the holding company for the non-credit union and non-mutual savings bank businesses.

Crédit Mutuel Arkéa is managed by its board of directors (*Conseil d'administration*). Its by-laws provide for a board of directors who are appointed by the general meeting of the shareholders for a period of three (3) years, but may serve any number of consecutive terms. The board of directors is chaired by a chairman (*président*) who ensures its efficient functioning and the provision of constant and complete information to it. The board of

directors has also appointed a managing director (*directeur général*) who is responsible for the general management of Crédit Mutuel Arkéa and represents it in relation to third parties.

The risks related to the disaffiliation of the Group from Crédit Mutuel are described under "*Risks related to the disaffiliation of Crédit Mutuel Arkéa Group from Crédit Mutuel*" in Section Risk Factors.

Share capital and Shareholder's undertakings

Share Capital

The Issuer's authorised and issued share capital is fifty million euros (€50,000,000) consisting of five million (5,000,000) ordinary shares with a par value of ten euros (€10) each.

On the Programme Date, 99.9 per cent. of the Issuer's share capital is held by Crédit Mutuel Arkéa.

There is no authorised and unissued share capital. There are no securities which grant rights to shares in the capital of the Issuer. All shares have equal voting rights.

On 15 November 2010, Crédit Mutuel Arkéa issued a statement of financial support for its subsidiary Arkéa Public Sector SCF. The text of the statement of financial support is translated (for information purposes only) as follows:

"Within the scope of its financing policies, Crédit Mutuel Arkéa has created a *société de crédit foncier* (Crédit Mutuel Arkéa Public Sector SCF), governed by legal and regulatory provisions of articles L.515-13 *et seq.* of the Monetary and Financial Code.

Crédit Mutuel Arkéa will hold more than 99.9% of the capital of Crédit Mutuel Arkéa Public Sector SCF on a long term basis.

Crédit Mutuel Arkéa will ensure that Crédit Mutuel Arkéa Public Sector SCF develops its activity in compliance with the above-mentioned legal and regulatory activity requirements and Crédit Mutuel Arkéa has undertaken to provide it with its support so as to ensure its global solvency and liquidity to meet its obligations.

CRÉDIT MUTUEL ARKÉA

Represented by Mr. Ronan Le Moal, chief executive officer (*directeur général*)"

Original text in French:

"Dans le cadre de sa politique de refinancement, Crédit Mutuel Arkéa a créé une société de crédit foncier, la société Crédit Mutuel Arkéa Public Sector SCF, soumise aux dispositions législatives et réglementaires prévues par les articles L.515-13 et suivants du Code monétaire et financier.

Crédit Mutuel Arkéa détiendra durablement plus de 99,9% du capital de Crédit Mutuel Arkéa Public Sector SCF.

Crédit Mutuel Arkéa veillera à ce que Crédit Mutuel Arkéa Public Sector SCF développe son activité dans les conditions d'activité législatives et réglementaires précitées et Crédit Mutuel Arkéa s'engage à lui apporter son soutien en assurant sa solvabilité et sa liquidité globales pour faire face à ses obligations.

CRÉDIT MUTUEL ARKÉA

Représenté par Mr. Ronan Le Moal, directeur général"

Issuer's corporate purpose

In accordance with article L.513-2 of the French Monetary and Financial Code, which defines the exclusive purpose of the *sociétés de crédit foncier* and with article 2 of the by-laws (*statuts*) of the Issuer, the Issuer's general purposes both in France and abroad is:

- with respect to its assets:

- to grant or acquire exposures over public entities (*expositions sur des personnes publiques*), in particular, grant loans provided that such loans are secured, in accordance with articles L.211-38 *et seq.* of the French Monetary and Financial Code, by the receivables against public entities or fully guaranteed by such public entities transferred by way of security (*remises en pleine propriété à titre de garantie*),
- to subscribe for, acquire (by all possible means) and/or hold (i) units and debt instruments issued by French securitisation organisms (*organismes de titrisation*) or by similar entities, provided that

the underlying assets of such units and debt instruments are exclusively composed of exposures to public entities, and/or (ii) securities, instruments and deposits sufficiently secure and liquid (within the meaning of the regulation applicable to *sociétés de crédit foncier*),

- within the limits of laws and regulations then applicable, to subscribe for, acquire (by any means) and/or hold, Privileged Notes issued by the Issuer itself,
 - more generally, acquire (by all possible means) and/or hold any assets representing exposures over public entities (*expositions sur des personnes publiques*) that can be lawfully held by a *société de crédit foncier* in accordance with laws and regulations applicable thereto,
- with respect to its liabilities:
- obtain all the resources to which a *société de crédit foncier* is entitled, which include (i) the issuance of French law *obligations foncières* benefiting from the *Privilège* mentioned in article L.513-11 of the French Monetary and Financial Code and (ii) the issuance of German law notes in registered form (*Namensschuldverschreibung*) benefiting from the *Privilège* mentioned in article L.513-11 of the French Monetary and Financial Code;
- as general matter:
- to acquire (by all possible means) and hold any movable and immovable property which is necessary for the accomplishment of its corporate purpose or which derives from the recovery of its debts,
 - conduct all financial and banking transactions and conclude the necessary contracts, to achieve its corporate purpose: in particular, the Issuer may enter into financial forwards instruments to hedge its interests and currency on the loans and exposures set out in articles L.513-3 to L.513-7 of the French Monetary and Financial Code, the Privileged Notes and other resources benefiting from the *Privilège*;
 - and more generally, conduct all operations related to its business or contributing directly or indirectly to achieve its corporate purpose, provided that such operations comply with laws and regulations then applicable to *sociétés de crédit foncier*.

Notwithstanding the generality of the Issuer's corporate purpose, Arkéa Public Sector SCF has willingly agreed to restrict its activities only to granting or acquiring exposures to public entities as defined in articles L.513-4 to L.513-5 of the French Monetary and Financial Code, as further described in section "*Business Overview*" hereunder.

Selected financial information of the Issuer

The following table shows the selected financial information of the Issuer related to the income statements as at 30 June 2018 and 30 June 2017 and at 31 December 2017 and 31 December 2016.

Selected financial information of the Issuer related to the income statements (in thousands of euros)	30 June 2018	30 June 2017	31 December 2017	31 December 2016
Net banking income	558	542	1,131	758
Gross operating income	80	(10)	66	(154)
Net income	80	(10)	66	(154)

The following table shows the selected financial information of the Issuer related to the balance sheet as at 30 June 2018 and 30 June 2017 and at 31 December 2017 and 31 December 2016.

Selected financial information of the Issuer related to the balance sheet (in thousands of euros)	30 June 2018	30 June 2017	31 December 2017	31 December 2016
Total of assets	1,365,214	1,093,591	1,169,402	987,808
Debt securities	1,312,998	1,041,026	1,117,073	955,021
Shareholder's equity	49,677	49,521	49,597	29,532
Total of liabilities	1,365,214	1,093,591	1,169,402	987,808

Business overview

The establishment of the Issuer takes place as part of the Group refinancing and is intended to lower the overall cost of funding for the Group by refinancing public exposures at a competitive cost.

The assets of the Issuer will therefore mainly comprise advances to be made available by the Issuer to Cr dit Mutuel Ark a.

Collateral security

All advances made available by the Issuer to Cr dit Mutuel Ark a will be fully secured (*totalement garanties*) by a pool of exposures to French public sector entities or guaranteed by such entities, so that each advance qualifies as exposure to public legal persons (*exposition sur des personnes publiques*) within the meaning of article L.513-4 of the French Monetary and Financial Code. Such collateral security shall be a transfer by collateral providers (the "**Collateral Providers**") of eligible assets by way of security (*remises en pleine propri t    titre de garantie*) for the benefit of the Lender in accordance with articles L.211-38 *et seq.* of the French Monetary and Financial Code and the provisions of a collateral security agreement (the "**Collateral Security Agreement**").

For the purposes of the Collateral Security Agreement, an "**Eligible Asset**" to be transferred as collateral security shall be any Eligible Public Sector Receivable (as further described below) or any Additional Public Exposure (as further described below).

Each Eligible Public Sector Receivable shall, on the date on which it has been selected to be transferred as Collateral Security (the "**Selection Date**") or on any other date specified below or (in the absence of mention of any such specific date) at any time, comply with the following cumulative criteria:

- (a) it is a receivable (i) owed or guaranteed in full by one or more public entities as defined in article L.513-4 of the French Monetary and Financial Code, such as central administration (*administration centrale*), a central bank (*banque centrale*), a public institution (* tablissement public*), a local authority (*collectivit  territoriale*) or a group thereof, of a member state of the European Union or party to the European Economic Area, of the United States of America, Switzerland, Japan, Canada, Australia or New Zealand (a "**Public Entity**") or (ii) secured in full by a guarantee over a receivable owed by one or more Public Entities pursuant to articles L. 313-23 *et seq.* of the French Monetary and Financial Code (a "**Public Sector Receivable**");
- (b) the Public Sector Receivable:
 - if it has arisen under a loan agreement, (i) it has been granted by the relevant Collateral Provider to any third party in the normal course of its business activities or (ii) it has been acquired by the Collateral Provider provided that, in this latter case, (x) the relevant debtor has had prior borrowing relationship with some Collateral Provider's affiliate and (y) the transfer of such Public Sector Receivable as collateral security will not result in the aggregate outstanding principal balance of all Public Sector Receivables acquired by any of the Collateral Providers and transferred as collateral security to exceed 20% of the aggregate outstanding principal balance of all the collateral security assets on the Selection Date on which such Public Sector Receivable is transferred as collateral security. For the avoidance of doubt, a Public Sector Receivable shall not be a receivable against a special purpose entity or equivalent arisen under any securitisation transaction as contemplated by article L. 513-5 of the French Monetary and Financial Code;
 - constitutes monetary claims, including those resulting from any successive performance contract, against one or more Public Entities provided that such Public Entity(ies) has(have) expressly and unconditionally waived, with respect to such Public Sector Receivable, any right to raise any objection which might result from its(their) relationship(s) ("*exceptions fond es sur ses rapports personnels*") with the originator of such Public Sector Receivable, in accordance with articles L. 313-29 or L. 313-29-1 of the French Monetary and Financial Code or any equivalent provisions; or
 - constitutes debt stemming from leasing contracts or equivalent contracts to which a Public Entity is party as lessee or tenant ("*cr dit-preneur ou locataire*"), or debt stemming from leasing contracts or equivalent contracts fully guaranteed by one or more Public Entities;
- (c) prior to the date upon which the relevant loan was made available to the borrower thereof or the relevant receivable was acquired by the relevant Collateral Provider, all lending / underwriting criteria and conditions precedent as applied by such Collateral Provider pursuant to its customary lending / underwriting procedures were satisfied;
- (d) the Public Sector Receivable is governed by French law;
- (e) the Public Sector Receivable is denominated in Euro;

- (f) the Public Sector Receivable is not more than ninety (90) days past due;
- (g) the relevant debtor (or guarantor) under the Public Sector Receivable does not benefit from a contractual right of set off;
- (h) as applicable, the opening by the borrower (or the guarantor) of a bank account dedicated to payments due under the Public Sector Receivable is not provided for in the relevant contractual arrangements as a condition precedent to the originator making the loan corresponding to the relevant Public Sector Receivable available to the said borrower;
- (i) as applicable, the loan related to the Public Sector Receivable does not provide for the ability for the borrower to re-draw thereunder, or if it does, such loan has a set contractual amortisation schedule; and
- (j) as at the end of the current calendar month, the Collateral Provider transferring the Public Sector Receivable as collateral security complies with any and all eligibility criteria applicable to the Collateral Providers under the Collateral Security Agreement.

If any Public Sector Receivable transferred as collateral security ceases to comply with one (1) or several of the above criteria (each, an **"Ineligible Public Sector Receivable"**), such Public Sector Receivable shall account for zero (0) for the purpose of the calculation of the OC Test (as further described below). The above criteria may be amended from time to time provided it is not likely to result in a downgrading, or withdrawal, of the ratings then assigned to the Privileged Notes.

Under the Collateral Security Agreement, **"Additional Public Exposure"** shall refer to any debt instrument complying with the following criteria:

- the obligor of the Additional Public Exposure (or the guarantor thereof, if any) is a public entity as defined in article L.513-4 of the French Monetary and Financial Code, such as central administration (*administration centrale*), a central bank (*banque centrale*), a public institution (*établissement public*), a local authority (*collectivité territoriale*) or a group thereof, of a member state of the European Union or party to the European Economic Area, of the United States of America, Switzerland, Japan, Canada, Australia or New Zealand;
- it is governed by French law;
- it is denominated in Euro;
- it benefits from the most favourable category of credit assessment (*meilleur échelon de qualité de crédit*) assigned by an external rating agency recognised by the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) pursuant to article L.511-44 of the French Monetary and Financial Code;

it being provided that, if any debt instrument previously qualifying as Additional Public Exposure ceases to comply with one or several of the above criteria (as such, an **"Ineligible Additional Public Exposure"**) and, where it is part of the collateral security assets, it shall account for zero for the purpose of calculation of the OC Test.

OC Test

Without prejudice to compliance with cover test provided by laws and regulations applicable to *sociétés de crédit foncier* (see Section *"Main features of the legislation and regulations relating to sociétés de crédit foncier"*), Crédit Mutuel Arkéa, as collateral security agent, shall monitor the collateral security so as to at all times it complies with a contractual cover test (the **"OC Test"**).

The OC Test shall be made according to the terms, definitions and calculation formula set out in the Collateral Security Agreement. Compliance with the OC Test requires that the OC Ratio (as defined below) shall be at least equal to 105%,

whereby:

"OC Ratio" means the ratio calculated as:

- the Aggregate Asset Amount,
- divided by Aggregate Privileged Notes Outstanding Principal Amount.

"Aggregate Privileged Notes Outstanding Principal Amount" means, on any relevant calculation date, the aggregate amount of principal (in euro or euro equivalent with respect to Privileged Notes denominated in a foreign currency) outstanding at such date under all Privileged Notes;

"Aggregate Asset Amount" means, on any relevant calculation date, the sum of:

- the aggregate outstanding principal amount of all Public Sector Receivables transferred as collateral security which are not Ineligible Public Sector Receivables,
- the aggregate outstanding principal amount of the Additional Public Exposures transferred as collateral security and which are not an Ineligible Additional Public Exposures;
- the aggregate outstanding principal amount of the other assets held by the Issuer and which are eligible for the calculation of the regulatory test in accordance with the laws and regulations applicable to *sociétés de crédit foncier*; and
- the aggregate amount of cash deposited as cash collateral by Crédit Mutuel Arkéa which is still standing to the credit of the relevant cash collateral account.

Other assets

In order to comply with the regulatory cover test described in Section "*Main features of the legislation and regulations relating to sociétés de crédit foncier*", the Issuer may also purchase substitution assets (the "**Substitution Assets**") which comply with its by-laws and the provisions of article L.513-2 to L.513-7 of the French Monetary and Financial Code. In accordance with L.513-2 II of the French Monetary and Financial Code, such purchase shall be financed by any authorised resources which shall not benefit from the *Privilège* defined in article L.513-11 of the French Monetary and Financial Code.

Funding of the advances

Advances made by the Issuer will be financed by debt benefiting from the *Privilège* described in Section "*Main features of the legislation and regulations relating to sociétés de crédit foncier*", which includes Privileged Notes or other resources, expressly providing for in the relevant agreement that they benefit from the *Privilège*. These other resources benefiting from the *Privilège* include registered notes governed by German law, which are designed for German institutional investors and subject to private placement.

The Privileged Notes are expected to be rated AAA by S&P and Aaa by Moody's and to be listed on the Official List of the Luxembourg stock exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange. By offering to the market such AAA / Aaa rated Privileged Notes, which are a reflection, among other factors, of the intrinsic quality of the assets of the Issuer, the Issuer aims to increase the competitiveness of the Group. By providing the market with an additional counterparty (in addition to Crédit Mutuel Arkéa), the Issuer should increase the Group's investor base.

The credit ratings address (i) in respect of S&P, the likelihood of full and timely receipt by any of the relevant Noteholders of interest on the Privileged Notes and the likelihood of receipt by any relevant Noteholder of principal of the Privileged Notes on the relevant due date specified in the relevant Final Terms and (ii) in respect of Moody's, the expected loss which the investors are exposed to in respect of the Privileged Notes.

Trends

Arkéa Public Sector SCF, as issuer of *obligations foncières*, operates on the covered bonds market. In 2018, primary volumes of Euro covered bonds have continued to reduce compared to previous years despite the resilience of this asset class to market volatility. The European Central Bank action via its purchase programme (CBPP3) has helped maintaining this stability however the uncertainty surrounding the end of the programme is having an effect on volumes issued and spreads.

Furthermore, laws and regulations applicable to financial institutions and that have an impact on the Issuer have significantly evolved since 2008 and the beginning of the financial crisis.

More generally, French and European regulators and legislators may, at any time, implement new or different measures that could have a significant impact on the financial system in general or the Issuer in particular.

On 12 March 2018, the European Commission has published a proposal for a Directive and for a Regulation on the issue of covered bonds, aiming for the establishment of a framework to enable a more harmonized covered bond market in the European Union. The proposed Directive covers in particular requirements for issuing covered bonds, requirements for marketing covered bonds as "European Covered Bonds", structural features of covered bonds (asset composition, derivatives, liquidity...) and regulatory supervision. The proposed Regulation would mainly amend Article 129 of Regulation (EU) No 575/2013 (Capital Requirements Regulation) and would add requirements on minimum overcollateralisation and substitution assets.

Please refer to the paragraph "Recent Developments" below for a description of the unilateral disaffiliation of the Crédit Mutuel Arkéa group from Crédit Mutuel.

Recent Developments

Since late 2014, the Group has been involved in a series of disputes with CNCM, relating primarily to potential conflicts of interest between the central body and one of its affiliates. These disputes mainly concern administrative, technical and financial supervision by CNCM and the use of the "Crédit Mutuel" name.

This situation led the Crédit Mutuel Arkéa's board of directors, at its meeting of January 17, 2018, to authorise the Group's senior management to take all actions enabling Crédit Mutuel Arkéa to become a cooperative and mutual banking group independent from the rest of Crédit Mutuel.

The directors of each local savings bank (*Caisse locale de Crédit Mutuel*) and the directors of the *Crédit Mutuel de Bretagne*, *Crédit Mutuel du Sud-Ouest* and *Crédit Mutuel Massif Central* federations were requested to vote during the first half of 2018. At the conclusion of the consultation process initiated by the Group's local savings banks, and after the federations' boards of directors had met, the Group certified the results of the votes cast by the 307 local banks: 94.5% of the local savings banks voted in favor of the Group's independence, which will thus become a cooperative and territorial group with mutualist values, independent from the rest of Crédit Mutuel. This historic inaugural vote, which binds all stakeholders, definitively marks the departure will of the Group from the Crédit Mutuel.

Concerning the operational implementation of the Group's unilateral disaffiliation, at its meeting of June 29, 2018, Crédit Mutuel Arkéa's board of directors approved the planned organizational structure of the future independent group and called on the local savings banks (*Caisse locale de Crédit Mutuel*) to convey their opinion, starting in the fall of 2018, on the implementation of this structure. It was also decided that Crédit Mutuel Arkéa will do business under a name other than "Crédit Mutuel." More specifically, with respect to the local savings banks that are members of the *Crédit Mutuel Massif Central* federation, at the Crédit Mutuel Arkéa's board of directors' meeting held on January 17, 2018, the Group requested the local savings banks of *Crédit Mutuel de Bretagne*, *Crédit Mutuel du Sud-Ouest* and *Crédit Mutuel Massif Central* federations to initiate consultations on the Group's proposed independence. The board of directors of the *Crédit Mutuel Massif Central* federation opposed the principle of consulting the boards of directors of the local savings banks within its purview. Nevertheless, a consultation was initiated by six of the thirty local savings banks that are members of the *Crédit Mutuel Massif Central* federation.

With regard to the process of convergence of *Crédit Mutuel Massif Central*'s local savings banks members to the *Caisse Fédérale de Crédit Mutuel* ("**CFCM**"), the board of directors of the CNCM on June 19, 2018 gave its prior approval to the convergence project of *Crédit Mutuel Massif Central* to the CFCM. The governing bodies of the federation and *Crédit Mutuel Massif Central* caisse régionale, dated June 29, 2018, approved the convergence process. At the date of this Base Prospectus, the banking activity of each of *Crédit Mutuel Massif Central*'s thirty local savings banks is exercised through the collective authorisation of Crédit Mutuel Arkéa as a credit institution.

Overview of long term debt as at 22 November 2018 (unaudited):

	M€
LONG TERM DEBT	1,318
Bond issues	1,318

Subsidiaries

According to article L.513-2 of the French Monetary and Financial Code, the Issuer, as a *société de crédit foncier*, is not allowed to hold shares in other companies.

Management of the Issuer

The Issuer is administrated by a board of directors (*Conseil d'administration*).

The chairman, the chief executive officer and the vice chief executive officer

Mrs. Anne LE GOFF, chairman of the board of directors (*président du conseil d'administration*), Mrs. Elisabeth QUELLEC, chief executive officer (*directeur général*) and Mr. Jean-Luc LE PACHE, vice chief executive officer (*directeur général délégué*) are responsible for the conduct of the Issuer's activities vis-à-vis the French financial regulator in accordance with article L.511-13 of the French Monetary and Financial Code.

In accordance with French applicable corporate laws, each of the chief executive officer (*directeur général*) and the vice chief executive officer (*directeur général délégué*) represents the Issuer vis-à-vis third parties. The chairman of the board of directors (*président du conseil d'administration*) ensures the efficient functioning of the board of directors (*conseil d'administration*).

Board of directors (conseil d'administration)

The board of directors (*conseil d'administration*) consists of a minimum of three (3) members and a maximum of eighteen (18) members. The term of office is three (3) years.

Members of the board of directors (conseil d'administration)

On the Programme Date, the board of directors (*conseil d'administration*) consists of eight (8) members.

<u>Name and Position</u>	<u>Date of appointment</u>
Mrs. Anne LE GOFF Chairman of the board of directors	1 st February 2018
Mr. Jean-Luc LE PACHE Vice chief executive officer	13 December 2013
Crédit Mutuel Arkéa Represented by Mrs. Elisabeth QUELLEC	1 st February 2018
Arkéa Banque Entreprises et Institutionnels Represented by Mr. Bertrand BLANPAIN	22 October 2010
Mr. Jérôme BEZARD	13 April 2018
Mr. Pierrick LE DRO	13 April 2018

Mrs. Anne LE GOFF, chairman of the board of directors, is also Head of Support and Development division (*directeur du pôle supports au développement*) and vice chief executive officer (*directeur général délégué*) of Crédit Mutuel Arkéa.

Mrs. Elisabeth QUELLEC, chief executive officer of the Issuer and representative of Crédit Mutuel Arkéa at the board of directors of the Issuer, is also Head of Financial Management Control (*directeur de la direction du Pilotage Financier*) of Crédit Mutuel Arkéa.

Mr. Jean-Luc LE PACHE, vice chief executive officer of the Issuer, is also deputy to the vice chief executive officer in charge of the development support division (*adjoint au directeur général délégué chargé du pôle supports au développement*) of Crédit Mutuel Arkéa.

Mr. Bertrand BLANPAIN is also Head of the companies and institutions division (*directeur chargé du pôle Entreprises et institutionnels*) and chairman of the management board (*président du directoire*) of Arkéa Banque Entreprises et Institutionnels.

Mr. Jérôme BEZARD is also chairman of the board of directors (*président du conseil d'administration*) of a *Caisse locale* (the *Caisse locale de Broons-Jugon*).

Mr. Pierrick LE DRO is also member of the supervisory board (*membre du conseil de surveillance*) of Arkéa Foncière, member of the board of directors (*membre du conseil d'administration*) of the *fédération* of *Crédit Mutuel de Bretagne* and chairman of the board of directors (*président du conseil d'administration*) of a *Caisse locale* (the *Caisse locale de Caudan*).

Rights and duties of the board of directors (conseil d'administration)

In accordance with French applicable corporate laws and the articles of association of the Issuer, the board of directors (*conseil d'administration*) determines the scope of the Issuer's business activities. Without prejudice to the powers expressly granted to meetings of the shareholders, and in so far as the articles of association permit, the board of directors (*conseil d'administration*) deals with all matters relating to the conduct of the Issuer's business, within the limit of the corporate purpose (*objet social*) of the Issuer.

The board of directors (*conseil d'administration*) shall carry out the inspections and verifications which it considers appropriate. The chairman of board of directors (*conseil d'administration*) or the chief executive officer (*directeur général*) is required to send all the documents and information necessary to perform this task to each director (*administrateur*).

The chairman of the board of directors (*président du conseil d'administration*) organises and oversees the work of the board of directors (*conseil d'administration*) and reports to the shareholders' general meeting.

Rights and duties of the chief executive officer (directeur général)

The general management of the Issuer shall be performed by the chief executive officer (*directeur général*). The chief executive officer (*directeur général*) shall have the most extensive powers to act on behalf of the Issuer in all circumstances, but will exercise its powers subject to those that the law allocates explicitly to shareholders' meetings and to the board of directors (*conseil d'administration*).

With regard to the shareholders, the by-laws of the Issuer provides that some actions shall not be able to be taken by the chairman (*président*), nor by any chief executive officer (*directeur général*) whatsoever, without the prior consent of the board of directors (*conseil d'administration*). Such provisions of the by-laws of the Issuer restricting the actions of the chairman (*président*) or the chief executive officer (*directeur général*) may take are not enforceable against third parties.

The Issuer identified no potential conflicts of interests between the duties to it by the members of the board of directors, their private interests and any other duties.

Compliance with the corporate governance regulations

The Issuer complies with the corporate governance regulations applicable to French companies.

Staff

The Issuer has no employees. Its technical administration has been subcontracted to its parent, Crédit Mutuel Arkéa, which acts in accordance with the instructions of the Issuer's board of directors.

Membership of professional organisation

The Issuer is member of *Association Française des Sociétés Financières*, 24, avenue de la Grande Armée, 75584 Paris cedex 17.

Independent Auditors

The Issuer has appointed two (2) statutory auditors (*Commissaires aux comptes*) and two (2) vice statutory auditors (*Commissaires aux comptes suppléants*) in compliance with applicable laws and regulations.

The statutory auditors of the Issuer are:

- (a) Deloitte & Associés, 185 avenue Charles de Gaulle, 92200 Neuilly-sur-Seine, France; and
- (b) KPMG Audit FS I, 3 cours du Triangle, Immeuble le Palatin, 92939 Paris La Défense Cedex which appointment has not been renewed from the year ending 31 December 2016 and Mazars, 61 rue Henri Regnault, 92075 Paris La Défense Cedex, France which has been appointed from the year beginning 1 January 2017.

They are regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux comptes*.

Specific controller (*Contrôleur spécifique*)

The Issuer has appointed, in accordance with articles L.513-23 to L.513-24 of the French Monetary and Financial Code a specific controller (*Contrôleur spécifique*), and a substitute specific controller (*Contrôleur spécifique suppléant*), who are selected from the official list of auditors and are appointed by the board of directors of the Issuer with the approval of the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*).

The specific controller (*Contrôleur spécifique*) ensures that the Issuer complies with the French Monetary and Financial Code (in particular, verifying the quality and the eligibility of the assets and the cover ratios). He also monitors the balance between the Issuer's assets and liabilities in terms of rates and maturity (cash flow adequacy) and notifies the board of directors of the Issuer and the French Banking Authority (*Autorité de contrôle prudentiel et de résolution*) if he considers such balance to be unsatisfactory. The specific controller (*Contrôleur spécifique*) attends all shareholders' meetings and, on his request, may be heard by the board of directors (article L.513-23 of the French Monetary and Financial Code).

The specific controller (*Contrôleur spécifique titulaire*) of the Issuer is Cailliau Dedouit et Associés, 19 rue Clément Marot, 75008 Paris, France, represented by Mr. Laurent Brun.

MATERIAL CONTRACTS AND RELATIONSHIP BETWEEN ARKÉA PUBLIC SECTOR SCF AND CRÉDIT MUTUEL ARKÉA

For the avoidance of doubt, it is specified that the expression "Privileged Notes" will include German law and French law Privileged Notes and the expression "Noteholders" includes any holder of such Privileged Notes, in the following section.

As mentioned and/or further described in sections "Description of the Issuer – Business overview" and "Risk factors", the Issuer has entered into several contracts with Crédit Mutuel Arkéa, its parent company. The main contracts entered into between the Issuer and Crédit Mutuel Arkéa are further described below:

- the Issuer having no employees and own resources, it has entered into outsourcing services contracts with Crédit Mutuel Arkéa:
 - (i) a *contrat d'externalisation et de mise à disposition de moyens* and an administrative agreement, setting out the conditions under which Crédit Mutuel Arkéa shall provide services for the fulfilment of the regulatory obligations of the Issuer in its capacity as financial company subject to the legislative and regulatory provisions governing *sociétés de crédit foncier*, including in particular the accounting supervision (and in particular regulatory reporting), the legal and tax secretariat and the legal and tax assistance, the control of the risks, the permanent control, (including the compliance and the fight against money laundering) and the periodic control, and
 - (ii) a *convention de gestion et de recouvrement* (in accordance with article L.513-15 of the French Monetary and Financial Code) setting out the conditions under which Crédit Mutuel Arkéa shall provide services in connection with the management and the recovery of the assets of the Issuer;
- the Issuer has entered into an accounts agreement with Crédit Mutuel Arkéa, which sets forth the terms and conditions under which Crédit Mutuel Arkéa opens and operates the bank accounts of the Issuer;
- the Issuer has entered into a calculation services agreement with Crédit Mutuel Arkéa, which sets forth the terms and conditions under which Crédit Mutuel Arkéa shall make certain calculations and determinations (but excluding all calculation and determinations to be made with respect to the series of Privileged Notes);
- the Issuer has entered into a €10,000,000,000 multicurrency term facility agreement (the "**Facility Agreement**") with Crédit Mutuel Arkéa, which sets forth the terms and conditions upon which the Issuer funds advances to be made available to Crédit Mutuel Arkéa (as borrower);
- the Issuer has entered into a collateral security agreement made between (i) the Issuer, in its capacity as Lender, (ii) collateral providers (the "**Collateral Providers**") and (iii) Crédit Mutuel Arkéa, as borrower, Collateral Provider, collateral security agent and other technical capacities (the "**Collateral Security Agreement**"), which sets forth the terms and conditions under which the Collateral Providers will transfer title to eligible assets (as further described in section "Description of the Issuer – Business Overview") by way of security (*remises en pleine propriété à titre de garantie*) for the benefit of the Lender in order to secure, as they become due and payable, the payments of all and any amounts owed by the borrower under the Facility Agreement, in accordance with articles L.211-38 *et seq.* of the French Monetary and Financial Code;
- the Issuer has entered into a cash collateral agreement with Crédit Mutuel Arkéa, as cash collateral provider (the "**Cash Collateral Provider**"), which sets forth the terms and conditions upon which the Cash Collateral Provider shall fund certain amounts as cash collateral (*gage espèces*) so as to secure as they become due and payable the payments of all and any amounts owed by the borrower under the Facility Agreement;
- the Issuer may enter into intra-group loan agreements with Crédit Mutuel Arkéa. Such intra-group loans will not benefit from the *Privilège* set out in article L.513-11 of the French Monetary and Financial Code; and
- the Issuer may enter into certain hedging agreements (and related hedging transactions) and/or other contractual arrangements with Crédit Mutuel Arkéa in order to mitigate the potential mismatch of the interest rates applicable to the Privileged Notes and to the Collateral Security and the potential mismatch of currencies of denomination of the Privileged Notes and the Collateral Security.

FORM OF FINAL TERMS

(This form of Final Terms will only apply to the French law Privileged Notes. The form of Final Terms applicable to the German law Privileged Notes is included in the Agency Agreement)

[PRIIPS REGULATION / PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The French law Privileged Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended ("**MiFID II**") or (ii) a customer within the meaning of Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) no. 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the French law Privileged Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the French law Privileged Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.]¹

[²MiFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPs ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the French law Privileged Notes taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018 has led to the conclusion that: (i) the target market for the French law Privileged Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**") / MiFID II]; and (ii) all channels for distribution of the French law Privileged Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the French law Privileged Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the French law Privileged Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]³

OR

[MiFID II PRODUCT GOVERNANCE / RETAIL INVESTORS, PROFESSIONAL INVESTORS AND ECPs TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the French law Privileged Notes taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018 has led to the conclusion that: (i) the target market for the French law Privileged Notes is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**") / MiFID II]; ***EITHER*** ⁴[(ii) all channels for distribution of the French law Privileged Notes are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]⁵] ***OR*** ⁶[(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the French law Privileged Notes to retail clients are appropriate - investment advice[, and] portfolio management[, and] non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the French law Privileged Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the French law Privileged Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]⁷].]

¹ Legend to be included if the French law Privileged Notes are not intended to be sold to retail clients.

² Legend to be included following completion of the target market assessment in respect of the French law Privileged Notes taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018.

³ Legend to be included if the French law Privileged Notes are not intended to be sold to retail clients.

⁴ Include for notes that are not ESMA complex.

⁵ This list may not be necessary, especially for notes that are not ESMA complex where all channels of distribution may be appropriate. It reflects the list used in the examples in the ESMA Guidelines.

⁶ Include for certain ESMA complex notes. This list may need to be amended, for example, if advised sales are deemed necessary. If there are advised sales, a determination of suitability will be necessary. In addition, if the French law Privileged Notes constitute "complex" products, pure execution services are not permitted to retail without the need to make the determination of appropriateness required under Article 25(3) of MiFID II.

⁷ Legend to be included if the French law Privileged Notes are intended to be sold to retail clients.

Final Terms dated [●]



Arkéa Public Sector SCF

Issue of [Aggregate Nominal Amount of Tranche] *obligations foncières*
(the "French law Privileged Notes")

under the €10,000,000,000 Euro Medium Term Note Programme
for the issue of *obligations foncières* and other privileged notes

Series no.: [●]

Tranche no.: [●]

Issue Price: [●] per cent.

[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 terms and conditions (the "**Conditions**") set forth in the base prospectus dated 26 November 2018 which was approved by the *Commission de surveillance du secteur financier* in Luxembourg (the "**CSSF**") on 26 November 2018 [, as supplemented by the supplement(s) to the base prospectus dated [●] which [was / were] approved by the CSSF on [●]] ([together] the "**Base Prospectus**") which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC dated 4 November 2003, as amended on the prospectus to be published when securities are offered to the public or admitted to trading, as amended (the "**Prospectus Directive**").

This document constitutes the final terms of the French law Privileged Notes (the "**Final Terms**") described herein for the purposes of article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus. Full information on the Issuer and the offer of the French law Privileged Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the French law Privileged Notes is annexed to these Final Terms]⁸. The Base Prospectus and these Final Terms are available for viewing on the website of the Luxembourg Stock Exchange (www.bourse.lu) and copies may be obtained, upon request and free of charge, during normal business hours at the registered office of the Issuer and at the specified office(s) of the Paying Agent(s). [In addition⁹, the Base Prospectus and these Final Terms are available for viewing [on / at] [●].]

(The following alternative language applies if the first (1) tranche of an issue which is being increased was issued under a base prospectus with an earlier date.)

[Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the French law Privileged Notes (the "**Conditions**") set forth in the base prospectus dated [31 August 2011/19 December 2012/28 August 2015/14 October 2016/26 October 2017] which was approved by the *Commission de surveillance du secteur financier* in Luxembourg (the "**CSSF**") on [31 August 2011/19 December 2012/28 August 2015/14 October 2016/26 October 2017] [(the "**2011/2012/2015/2016/2017 Conditions**")]. The [2011/2012/2015/2016/2017 Conditions] are incorporated by reference in the base prospectus dated 26 November 2018 which was approved by the CSSF in Luxembourg on 26 November 2018 [, as supplemented by the supplement(s) dated [●] which [was / were] approved by the CSSF on [●]] ([together] the "**Base Prospectus**"), which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive.

This document constitutes the final terms of the French law Privileged Notes (the "**Final Terms**") described herein for the purposes of article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus, save in respect of section "Terms and Conditions of the French law Privileged Notes" which is replaced by the [2011/2012/2015/2016/2017 Conditions]. Full information on the Issuer and the offer of the French law Privileged Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus and the [2011/2012/2015/2016/2017 Conditions]. [However, a summary of the issue of the French law Privileged Notes is annexed to these Final Terms]¹⁰. The Base Prospectus and these Final Terms are available for viewing on the website of the Luxembourg Stock Exchange (www.bourse.lu) and during normal business hours at the registered office of the Issuer and at the specified office(s) of the Paying Agent(s) where copies may be obtained. [In addition¹¹, the Base Prospectus and these Final Terms are available for viewing [on / at] [●].]

[Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.]

⁸ Only applicable with respect to French law Privileged Notes with a specified denomination of less than €100,000.

⁹ If the French law Privileged Notes are admitted to trading on a Regulated Market other than the Luxembourg Stock Exchange.

¹⁰ Only applicable with respect to French law Privileged Notes with a specified denomination of less than €100,000.

¹¹ If the French law Privileged Notes are admitted to trading on a Regulated Market other than the Luxembourg Stock Exchange.

1.
 - (i) Series Number: [●]
 - (ii) Tranche Number: [●]
 - (iii) Date on which French law Privileged Notes become fungible: [Not Applicable / The French law Privileged Notes will, upon listing, be assimilated (*assimilées*), form a single series and be interchangeable for trading purposes with the [[Currency] [Aggregate Nominal Amount of Tranche] [Title of French law Privileged Notes]] (the "**Existing Notes**") on [●]]
2. **Specified Currency:** [●]
3. **Aggregate Nominal Amount of French law Privileged Notes:** [●] (*Insert amount or, in the case of a public offer, manner in which and date and time in which such amount is to be made public*)
 - (i) Series: [●]
 - (ii) Tranche: [●]
4. **Issue Price:** [●] per cent. of the Aggregate Nominal Amount of the Tranche [plus an amount corresponding to accrued interest at a rate of [●] per cent. of such Aggregate Nominal Amount for the period from, and including, the Interest Commencement Date to, but excluding, the Issue Date (*if applicable*)]
5. **Specified Denominations:** [●] (*one (1) denomination only for Dematerialised Privileged Notes*)
(The rules and procedures of the Relevant Regulated Market(s) and clearing system(s) shall be taken into account where choosing a Specified Denomination)¹²
6.
 - (i) Issue Date: [●]
 - (ii) Interest Commencement Date: [[●] (*specify*) / Issue Date / Not Applicable]
7. **Final Maturity Date:** [●]
(specify date or (for Floating Rate Privileged Notes, CMS Linked Privileged Notes, Inverse Floating Rate Privileged Notes and Inverse CMS Rate Privileged Notes) Interest Payment Date falling in or nearest to the relevant month and year)
8. **Extended Final Maturity Date:** [[●] (*if applicable, specify date or (for Floating Rate Privileged Notes) Interest Payment Date falling in or nearest to the relevant month and year*) / Not Applicable]
9. **Interest Basis / Rate of Interest:** [[●] per cent. Fixed Rate]
[[EURIBOR, LIBOR or other] +/- [●] per cent.]

¹² French law Privileged 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 constitute a contravention of Section 19 of the FSMA and having a maturity of less than one (1) year must have a minimum denomination of Sterling 100,000 (or its equivalent in other currencies).

- Floating Rate]
 [Fixed/Floating Rate]
 [Fixed/CMS Rate]
 [Floating/Fixed Rate]
 [CMS/Fixed Rate]
 [Fixed/Fixed Rate]
 [Floating/Floating Rate]
 [Inverse Floating Rate]
 [Inverse CMS Rate]
 [CMS Linked Privileged Notes]
 [Zero Coupon Privileged Notes]
(further particulars specified in paragraphs [14/15/16/17/18/19])
- 10. Redemption / Payment Basis:** [Subject to any purchase and cancellation or early redemption, the French law Privileged Notes will be redeemed on the Final Maturity Date [or the Extended Final Maturity Date, as the case may be] at [100 per cent. / [●] per cent.] of the Aggregate Nominal Amount]
 [Instalment]
(further particulars specified in paragraphs [20/21/22/23/24])
- 11. Change of Interest Basis:** [Applicable – Fixed/Floating Rate / Fixed/CMS Rate / Floating/Fixed Rate / CMS/Fixed Rate / Fixed/Fixed Rate / Floating/Floating Rate / Not Applicable]
(further particulars specified in paragraph 17)
- 12. Put / Call Options:** [Noteholder Put]
 [Issuer Call]
(further particulars specified in paragraphs [20/21])
 [Not Applicable]
- 13. Date of corporate authorisations for issuance of French law Privileged Notes obtained:** Decision of the Board of Directors (*Conseil d'administration*) of the Issuer dated [●]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 14. Fixed Rate Privileged Notes Provisions (Condition 6(b)):** [Applicable / Applicable to the Interest Periods [preceding/following/preceding and following] the Switch Date (*If the Switch Date falls on an Interest Payment Date*) / Applicable to the Interest Periods [preceding the Interest Period including / up to the end of the Interest Period including / from the Interest Period including / following the Interest Period including / preceding and following] the Switch Date (*If the Switch Date does not fall on an Interest*

Payment Date) / Not Applicable]

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

(If applicable to Interest Periods preceding and following the Switch Date with different Rates of Interest consider the following sub-paragraphs only for the Interest Periods preceding [and including] the Switch Date and replicate the following sub-paragraphs for the Interest Periods following the Switch Date [and including the Interest Period Including the Switch Date])

- (i) Rate(s) of Interest: [●] per cent. *per annum* [payable [annually / semi-annually / quarterly / monthly / [●]] in arrears]
- (ii) Interest Payment Date(s): [●] in each year up to and including the Final Maturity Date [or the Extended Final Maturity Date, as the case may be]
- (also specify the Interest Payment Dates if paragraph 8 above is applicable)*
- (this may need to be amended in the case of long or short coupon)*
- (iii) Fixed Coupon Amount(s): [●] per [[●] in] Specified Denomination [subject to the Broken Amount(s) referred to in subparagraph (iv) below]
- (iv) Broken Amount(s): [Not Applicable / [●] (*insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s))*]
- (v) Day Count Fraction:
- [Actual/ 365-FBF
- Actual/365 / Actual/Actual / Actual/Actual-ISDA / Act/Act / Act/Act-ISDA
- Actual/Actual-FBF
- Actual/Actual-ICMA / Act/Act-ICMA
- Actual/365 (Fixed) / Act/365 (Fixed) / A/365 (Fixed) / A/365 F
- Actual/360 / Act/360 / A/360
- 30/360 / 360/360 / Bond Basis
- 30E/360 / Eurobond Basis]
- (vi) Determination Dates: [Not Applicable / [●] in each year]
- (insert regular Interest Payment Dates, ignoring Issue Date or Final Maturity Date (or Extended Final Maturity Date, as the case may be) in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual / Actual (ICMA))*

15. Floating Rate Privileged Notes Provisions (Condition 6 (c)):

[Applicable / Applicable to the Interest Periods [preceding/following/preceding and following] the Switch Date (*If the Switch Date falls on an Interest Payment Date*) / Applicable to the Interest Periods [preceding the Interest Period including / up to the end

of the Interest Period including / from the Interest Period including / following the Interest Period including / preceding and following] the Switch Date (If the Switch Date does not fall on an Interest Payment Date) / Not Applicable]

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

(If applicable to Interest Periods preceding and following the Switch Date with different Rates of Interest consider the following sub-paragraphs only for the Interest Periods preceding [and including] the Switch Date and replicate the following sub-paragraphs for the Interest Periods following the Switch Date [and including the Interest Period Including the Switch Date])

- (i) Interest Period(s): [●]
- (ii) Specified Interest Payment Dates: [●] *(subject to adjustment in accordance with the Business Day Convention set out in subparagraph (v) below)*
(also specify the Specified Interest Payment Dates if paragraph 8 above is applicable)
- (iii) First Interest Payment Date: [●]
- (iv) Interest Period Date: [[●] / Interest Payment Date]
- (v) Business Day Convention: [Floating Rate Business Day Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention]
(insert "unadjusted" if the application of the relevant business day convention is not intended to affect the Interest Amount)
- (vi) Business Centre(s): [●]
- (vii) Manner in which the Rate(s) of Interest is /are to be determined: [Screen Rate Determination / FBF Determination / ISDA Determination]
- (viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Calculation Agent]): [●] (give name and address)/[Not Applicable]
- (ix) Screen Rate Determination: [Applicable / Not Applicable]
 - Applicable formula to be used for calculating the Rate(s) of Interest and / or Interest Amount(s): Condition 6(c) (C) formula [1/2] shall apply.
(specify which formula set out in Condition 6(c)(C) shall be used for calculating the Rate(s) of Interest and Interest Amount(s))
 - Benchmark: [Benchmark: specify]
[Benchmark₁: specify]
[Benchmark₂: specify]

- (specify [EURIBOR, LIBOR or other] and months [e.g. EURIBOR 3 months])(additional information if necessary)*
- (if the Rate of Interest is determined by linear interpolation in respect of the first and/or last long or short interest period, insert the relevant interest period(s) and the relevant two rates used for such determination)*
- Relevant Time: [11:00 a.m. (Frankfurt time) / [●]]
 - Interest Determination Date(s): [●]
 - Primary Source: [[●] (specify relevant screen page) / ISDAFIX2 / Reference Banks]
 - Reference Banks (if Primary Source is "Reference Banks"): [●]
 - Designated Maturity: [●]
 - Relevant Financial Centre: [Paris / London / Euro-zone / [●] (specify the financial centre most closely connected to the Benchmark)]
 - Representative Amount: [●] (specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount)
 - Effective Date: [●] (specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period)
 - Specified Duration: [●] (specify period for quotation if not duration of Interest Accrual Period)
- (x) FBF Determination: [Applicable / Not Applicable]
- Applicable formula to be used for calculating the Rate(s) of Interest and / or Interest Amount(s): Condition 6(c) (A) formula [1/2] shall apply.
(specify which formula set out in Condition 6(c)(A) shall be used for calculating the Rate(s) of Interest and Interest Amount(s))
 - Floating Rate (*Taux Variable*): [Floating Rate: specify]
[Floating Rate₁: specify]
[Floating Rate₂: specify]
(specify [EURIBOR, LIBOR or other] and months [e.g. EURIBOR 3 months])
(if the Rate of Interest is determined by linear interpolation in respect of the first and/or last long or short interest period, insert the relevant interest period(s) and the relevant two rates used for such determination)
(additional information if necessary)
 - Floating Rate Determination Date (*Date de détermination du Taux Variable*): [●]

(xi) ISDA Determination:	[Applicable / Not Applicable]
<ul style="list-style-type: none"> Applicable formula to be used for calculating the Rate(s) of Interest and / or Interest Amount(s): 	<p>Condition 6(c) (B) formula [1/2] shall apply.</p> <p><i>(specify which formula set out in Condition 6(c)(B) shall be used for calculating the Rate(s) of Interest and Interest Amount(s))</i></p>
<ul style="list-style-type: none"> Floating Rate Option: 	<p>[Floating Rate Option: specify]</p> <p>[Floating Rate Option₁: specify]</p> <p>[Floating Rate Option₂: specify]</p> <p><i>(specify [EURIBOR, LIBOR or other] and months [e.g. EURIBOR 3 months])</i></p> <p><i>(if the Rate of Interest is determined by linear interpolation in respect of the first and/or last long or short interest period, insert the relevant interest period(s) and the relevant two rates used for such determination)</i></p> <p><i>(additional information if necessary)</i></p>
<ul style="list-style-type: none"> Designated Maturity: 	[●]
<ul style="list-style-type: none"> Reset Date: 	[●]
(xii) Rate Multiplier:	[Not Applicable/ [●]]
(xiii) Margin(s):	[+/-][●] per cent. <i>per annum</i>]
(xiv) Minimum Rate of Interest:	[0/ [●] per cent. <i>per annum</i>]
(xv) Maximum Rate of Interest:	[Not Applicable / [●] per cent. <i>per annum</i>]
(xvi) Day Count Fraction:	<p>[Actual/365-FBF</p> <p>Actual/365 / Actual/Actual / Actual/Actual-ISDA / Act/Act / Act/Act-ISDA</p> <p>Actual/Actual-FBF</p> <p>Actual/Actual-ICMA / Act/Act-ICMA</p> <p>Actual/365 (Fixed) / Act/365 (Fixed) / A/365 (Fixed) / A/365 F</p> <p>Actual/360 / Act/360 / A/360</p> <p>30/360 / 360/360 / Bond Basis</p> <p>30E/360 / Eurobond Basis]</p>

16. CMS Linked Privileged Note Provisions (Condition 6(d)):	<p>[Applicable / Applicable to the Interest Periods [preceding/following/preceding and following] the Switch Date <i>(If the Switch Date falls on an Interest Payment Date)</i> / Applicable to the Interest Periods [preceding the Interest Period including / up to the end of the Interest Period including / from the Interest Period including / following the Interest Period including / preceding and following] the Switch Date <i>(If the Switch Date does not fall on an Interest Payment Date)</i> / Not Applicable]</p> <p><i>(If not applicable, delete the remaining sub-</i></p>
--	--

paragraphs of this paragraph)

- (i) Applicable formula to be used for calculating the Rate(s) of Interest and Interest Amount(s): Condition 6(d)(ii) formula [A/B/C/D/E/F/G/H/I] shall apply
(specify which formula set out in Condition 6(d) shall be used for calculating the Rate(s) of Interest and Interest Amount(s))
- (ii) Interest Period(s): [●]
- (iii) Specified Interest Payment Date(s): [●]
- (iv) Interest Period Date(s): [Not Applicable/ specify dates]
- (v) First Interest Payment Date: [●]
- (vi) Business Day Convention: [Floating Rate Business Day Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention] / [Not Applicable]
- (vii) Relevant Financial Centre(s) (Condition 6(a)): [●]
(Specify the relevant Financial Centre(s) applicable pursuant to Condition 6(a))/[Not Applicable]
- (ix) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Calculation Agent]): [●] (give name and address) / [Not Applicable]
- (x) CMS Reference Rate(s): [CMS Rate: specify] [CMS Rate₁ : specify] [CMS Rate₂ : specify]
- (xi) Relevant Time [[●] / 11:00 a.m. Frankfurt time [in case of EUR-ISDA-EURIBOR Swap Rate – 11:00]]
- (xii) Interest Determination Date: [[●]/[TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Specified Interest Payment Date]]
- (xiii) Page(s): [Reuters page "ISDAFIX2" under the heading "EURIBOR BASIS"/[●]]
- (xiv) Applicable Rate: [Not Applicable/ [●]]
- (xv) Rate Multiplier: [Not Applicable/ [●]]
- (xvi) Margin: [+/-][●] per cent. per annum]
- (xvii) Minimum Rate of Interest: [0/ [●] per cent. per annum]
- (xviii) Maximum Rate of Interest: [Not Applicable/[●] per cent. per annum]
- (xiv) Day Count Fraction: [Actual/365-FBF
Actual/365 / Actual/Actual / Actual/Actual-ISDA / Act/Act / Act/Act-ISDA
Actual/Actual-FBF]

Actual/Actual-ICMA / Act/Act-ICMA

Actual/365 (Fixed) / Act/365 (Fixed) / A/365 (Fixed) / A/365 F

Actual/360 / Act/360 / A/360

30/360 / 360/360 / Bond Basis

30E/360 / Eurobond Basis]

17. Fixed/Floating Rate Privileged Notes Provisions, Fixed/CMS Rate Privileged Notes Provisions, Floating/Fixed Rate Privileged Notes Provisions, CMS/Fixed Rate Privileged Notes Provisions, Fixed/Fixed Rate Privileged Notes Provisions or Floating/Floating Rate Privileged Notes Provisions (Condition 6(f)):

[Applicable / Not Applicable]

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

(i) Issuer Change of Interest Basis: [Applicable / Not Applicable]

(ii) Automatic Change of Interest Basis: [Applicable / Not Applicable]

(iii) Rate of Interest applicable to the Interest Periods [preceeding the Switch Date (excluded) *(If the Switch Date falls on an Interest Payment Date)*] / [preceding the Interest Period including the Switch Date / up to the end of the Interest Period including the Switch Date *(If the Switch Date does not fall on an Interest Payment Date)*]:

Determined in accordance with [Condition 6(b) as further described in paragraph 14 above / Condition 6(c) as further described in paragraph 15 above / Condition 6(d) as further described in paragraph 16 above]

(iv) Rate of Interest applicable to the Interest Periods [following the Switch Date (included) *(If the Switch Date falls on an Interest Payment Date)*] / [from the Interest Period including the Switch Date / following the Interest Period including the Switch Date *(If the Switch Date does not fall on an Interest Payment Date)*]:

Determined in accordance with [Condition 6(b) as further described in paragraph 14 above / Condition 6(c) as further described in paragraph 15 above / Condition 6(d) as further described in paragraph 16 above]

(v) Switch Date: [●]

(vi) Minimum notice period required for notice from the Issuer:

[[●] Business Days prior to the Switch Date / Not Applicable] *(in the case of Automatic Change of Interest Basis)*

18. Inverse Floating Rate Privileged Note and Inverse CMS Rate Privileged Note

Provisions (Condition 6(g)):

[Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(A) Inverse Floating Rate Privileged Note Provisions:

[Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Fixed Rate: [●]
- (ii) Interest Period(s): [●]
- (iii) Specified Interest Payment Date(s): [●]
- (iv) Interest Period Date: [[●] / Interest Payment Date]
- (v) First Interest Payment Date: [●]
- (vi) Business Day Convention: [Floating Rate Business Day Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention]/[Not Applicable]
(insert "unadjusted" if the application of the relevant business day convention is not intended to affect the Interest Amount)
- (vii) Business Centre(s) (Condition 6(a)): [●] *(Specify the relevant Business Centre(s) applicable pursuant to Condition 6(a))*/[Not Applicable]
- (viii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination / FBF Determination / ISDA Determination]
- (ix) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Calculation Agent]): [●] *(give name and address)*/[Not Applicable]
- (x) Screen Rate Determination: [Applicable/Not Applicable]
 - Applicable formula to be used for calculating the Rate(s) of Interest and / or Interest Amount(s): Condition 6(c) (C) formula [1/2] shall apply.
(specify which formula set out in Condition 6(c)(C) shall be used for calculating the Rate(s) of Interest and Interest Amount(s))
 - Benchmark: [Benchmark: specify]
[Benchmark₁: specify]
[Benchmark₂: specify]
(specify benchmark EURIBOR, LIBOR or other)
(if the Rate of Interest is determined by linear interpolation in respect of the first and/or last long or short interest period, insert the relevant interest period(s) and the relevant two rates used for such determination)
 - Relevant Time: [11:00 a.m. (Frankfurt time)]/[Not Applicable]
 - Interest Determination Date(s): [●]
 - Primary Source : [[●] *(specify relevant screen page)* / ISDAFIX2 / Reference Banks]

- Reference Banks (if Primary Source is "Reference Banks"): [●]
- Designated Maturity: [●]
- Relevant Financial Centre: [Paris / London / Euro-zone / [●] (*specify the financial centre most closely connected to the Benchmark*)]
- Representative Amount: [●] (*specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount*)
- Effective Date: [●] (*specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period*)
- Specified Duration: [●] (*specify period for quotation if not duration of Interest Accrual Period*)
- (xi) FBF Determination: [Applicable/Not Applicable]
 - Applicable formula to be used for calculating the Rate(s) of Interest and / or Interest Amount(s): Condition 6(c) (A) formula [1/2] shall apply.
(*specify which formula set out in Condition 6(c)(A) shall be used for calculating the Rate(s) of Interest and Interest Amount(s)*)
 - Floating Rate (*Taux Variable*): [Floating Rate: specify]
[Floating Rate₁: specify]
[Floating Rate₂: specify]

(*specify [EURIBOR, LIBOR or other] and months [e.g. EURIBOR 3 months]*)

(*if the Rate of Interest is determined by linear interpolation in respect of the first and/or last long or short interest period, insert the relevant interest period(s) and the relevant two rates used for such determination*)

(*additional information if necessary*)
 - Floating Rate Determination Date (*Date de Détermination du Taux Variable*): [●]
- (xii) ISDA Determination: [Applicable / Not Applicable]
 - Applicable formula to be used for calculating the Rate(s) of Interest and / or Interest Amount(s): Condition 6(c) (B) formula [1/2] shall apply.
(*specify which formula set out in Condition 6(c)(B) shall be used for calculating the Rate(s) of Interest and Interest Amount(s)*)
 - Floating Rate Option: [Floating Rate Option: specify]
[Floating Rate Option₁: specify]
[Floating Rate Option₂: specify]

(*specify [EURIBOR, LIBOR or other] and months [e.g. EURIBOR 3 months]*)

(*if the Rate of Interest is determined by linear interpolation in respect of the first and/or last long or short interest period, insert the relevant interest period(s) and the relevant two rates used for such determination*)

- Designated Maturity: [●]
- Reset Date: [●]
- (xiii) Rate Multiplier: [Not Applicable/ [●]]
- (xiv) Margin(s): [+/-][●] per cent. *per annum*
- (xv) Minimum Rate of Interest: [0/[●] per cent. per annum]
- (xvi) Maximum Rate of Interest: [Not Applicable/[●] per cent. per annum]
- (xvii) Day Count Fraction: [Actual/365-FBF
Actual/365 / Actual/Actual / Actual/Actual-ISDA /
Act/Act / Act/Act-ISDA
Actual/Actual-FBF
Actual/Actual-ICMA / Act/Act-ICMA
Actual/365 (Fixed) / Act/365 (Fixed) / A/365 (Fixed) /
A/365 F
Actual/360 / Act/360 / A/360
30/360 / 360/360 / Bond Basis
30E/360 / Eurobond Basis]
- (B) **Inverse CMS Rate Privileged Note Provisions:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Fixed Rate: [●]
- (ii) Applicable formula to be used for calculating the Rate(s) of Interest and Interest Amount(s): Condition 6(d)(ii) formula [A/B/C/D/E/F/G/H/I] shall apply
(specify which formula set out in Condition 6(d) shall be used for calculating the Rate(s) of Interest and Interest Amount(s))
- (iii) Interest Period(s): [●]
- (iv) Specified Interest Payment Date(s): [●]
- (v) Interest Period Date(s): [Not Applicable/ *specify dates*]
- (vi) First Interest Payment Date: [●]
- (vii) Business Day Convention: [Floating Rate Business Day Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention] / [Not Applicable]
(insert "unadjusted" if the application of the relevant business day convention is not intended to affect the Interest Amount)
- (viii) Relevant Financial Centre(s) (Condition 6(a)): [●]
(Specify the relevant Financial Centre(s) applicable pursuant to Condition 6(a))/[Not Applicable]

- (ix) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Calculation Agent]): [●] (give name and address) / [Not Applicable]
- (x) CMS Reference Rate(s): [CMS Rate: *specify*] [CMS Rate₁ : *specify*] [CMS Rate₂ : *specify*]
- (xi) Relevant Time [[●] / 11:00 a.m. Frankfurt time [*in case of EUR-ISDA-EURIBOR Swap Rate – 11:00*]]
- (xii) Interest Determination Date: [[●]/[TARGET] Business Days in [*specify city*] for [*specify currency*] prior to [the first day in each Interest Accrual Period/each Specified Interest Payment Date]]
- (xiii) Page(s): [Reuters page "ISDAFIX2" under the heading "EURIBOR BASIS"/[●]]
- (xiv) Applicable Rate: [Not Applicable/ [●]]
- (xv) Rate Multiplier: [Not Applicable/ [●]]
- (xvi) Margin: [+/-][●] per cent. *per annum*
- (xvii) Minimum Rate of Interest: [0/ [●] per cent. *per annum*]
- (xviii) Maximum Rate of Interest: [Not Applicable/[●] per cent. *per annum*]
- (xiv) Day Count Fraction: [Actual/365-FBF
Actual/365 / Actual/Actual / Actual/Actual-ISDA / Act/Act / Act/Act-ISDA
Actual/Actual-FBF
Actual/Actual-ICMA / Act/Act-ICMA
Actual/365 (Fixed) / Act/365 (Fixed) / A/365 (Fixed) / A/365 F
Actual/360 / Act/360 / A/360
30/360 / 360/360 / Bond Basis
30E/360 / Eurobond Basis]
- 19. Zero Coupon Privileged Notes Provisions (Condition 6(h)):** [Applicable / Not Applicable]
(if not applicable, delete the remaining sub-paragraphs of this paragraph)
- (xviii) Amortisation Yield: [●] per cent. *per annum*
- (xix) Day Count Fraction: [Actual/365-FBF
Actual/365 / Actual/Actual / Actual/Actual-ISDA / Act/Act / Act/Act-ISDA
Actual/Actual-FBF
Actual/Actual-ICMA / Act/Act-ICMA
Actual/365 (Fixed) / Act/365 (Fixed) / A/365 (Fixed) / A/365 F
Actual/360 / Act/360 / A/360
30/360 / 360/360 / Bond Basis]

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 French law Privileged Note: [Optional Redemption Amount = [●]
Y = [●]] / [Not Applicable]
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: [[●] per [[●] in] Specified Denomination / Not Applicable]
- (b) Maximum Redemption Amount: [[●] per [[●] in] Specified Denomination / Not Applicable]
- (iv) Option Exercise Date(s): [●]
- (v) Notice period (if other than as set out in the Terms and Conditions of the French law Privileged Notes): [Not applicable / Other (*specify*)]
- 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 French law Privileged Note: [Optional Redemption Amount = [●]
Y = [●]] / [Not Applicable]
- (iii) Option Exercise Date(s): [●]
- (iv) Notice period (if other than as set out in the Terms and Conditions of the French law Privileged Notes): [Not applicable / Other (*specify*)]
- 22. Final Redemption Amount of each French law Privileged Note:** [[●] per [[●] in] Specified Denomination / Not Applicable]
- 23. Redemption by Instalment:** [Applicable / Not Applicable]
(if not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Instalment Date(s): [●]
- (ii) Instalment Amount(s) in respect of each French law Privileged Note: [●]
- (iii) Minimum Instalment Amount:

	(iv) Maximum Instalment Amount:	[[●] / Not Applicable]
24. Early Redemption Amount:	Early Redemption Amount(s) of each French law Privileged Note payable on early redemption for illegality:	[[●] / Not Applicable] As per Condition 7(e)
GENERAL PROVISIONS APPLICABLE TO THE FRENCH LAW PRIVILEGED NOTES		
25. Form of French law Privileged Notes:		[Dematerialised Privileged Notes / Materialised Privileged Notes] <i>(materialised Notes are only in bearer form)</i>
	(i) Form of Dematerialised Privileged Notes:	[Not Applicable / Bearer form (<i>au porteur</i>) / Registered form (<i>au nominatif</i>)]
	(ii) Registration Agent:	[Not Applicable / Applicable (<i>if applicable give name and address</i>)] <i>(note that a Registration Agent must be appointed in relation to fully Registered Dematerialised Privileged Notes only)</i>
	(iii) Temporary Global Certificate:	[Not Applicable / Temporary Global Certificate exchangeable for Definitive Materialised Privileged Notes on the exchange date, being forty (40) days after the Issue Date subject to postponement as specified in the Temporary Global Certificate]
26. Financial Centre(s) or other special provisions relating to payment dates for the purposes of Condition 8(g):		[Not Applicable / [●] (<i>note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub-paragraph 15 (v) relate</i>)]
27. Adjusted Payment Date:		[The next following Business Day / the next following Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceeding Business Day / the immediately preceeding Business Day]
28. Talons for future Coupons or Receipts to be attached to Definitive Materialised Privileged Notes (and dates on which such Talons mature):		[Yes / No / Not Applicable (<i>if yes, give details</i>)] <i>(only applicable to Materialised Privileged Notes)</i>
29. Masse (Condition 11):		
	(i) Representative:	[As per Condition 11 / [●] / No Representative has been appointed in relation to the French law Privileged Notes as at the Issue Date]
	(ii) Alternate Representative:	[As per Condition 11 / Not Applicable / [●] (<i>Insert</i>

name and address of the Alternate Representative)]

(iii) Remuneration of Representative: [As per Condition 11 / The Representative will receive a remuneration of [●]]

(iv) [Issue outside France: [Applicable / Not Applicable]]¹³

28. Prohibition of Sales to EEA Retail Investors¹⁴: [Applicable/Not Applicable]

(If the French law Privileged Notes clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the French law Privileged Notes may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified.)

[(*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 information inaccurate or misleading.]

Signed on behalf of Arkéa Public Sector SCF:

By:

Duly authorised

¹³ May only be applicable with respect to French law Privileged Notes with a specified denomination of less than €100,000 issued outside France.

¹⁴ The expression "Retail Investor" means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended ("**MiFID II**"); or (ii) a customer within the meaning of Directive 2016/97/EU, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive.

PART B - OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing(s): [[Official List of the Luxembourg Stock Exchange / [●] (*specify other relevant regulated market*)] with effect from [●] / Not Applicable]
- (ii) (a) Admission to trading: [Application [has been / is expected to be] made by the Issuer (or on its behalf) for the French law Privileged Notes to be admitted to trading on [the Regulated Market of the Luxembourg Stock Exchange / [●] (*specify other relevant regulated market*) with effect from [●]] / Not Applicable]
- (b) Regulated Markets or equivalent markets on which, to the knowledge of the Issuer, securities of the same class of the French law Privileged Notes to be admitted to trading are already admitted to trading: [The Existing Notes are admitted to trading on [●] / Not Applicable]
- (where documenting a fungible issue, need to indicate that original French law Privileged Notes are already admitted to trading.)*
- (iii) Estimate of total expenses related to admission to trading: [[●] / Not Applicable]

2. RATING

- Ratings: [Not Applicable / The French law Privileged Notes [have been / are expected to be] rated:
- [S&P Global Ratings: [●]]
- Moody's Investors Service Ltd: [●]]
- (The above disclosure should reflect the rating allocated to French law Privileged Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*
- [Each of the above rating agencies is established in the European Union, registered under Regulation (EC) no. 1060/2009 of the European Parliament and of the Council dated 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**") and included in the list of registered credit rating agencies published on the European Securities and Markets Authority's website (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. / Not Applicable]

[[●] (Include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider)]¹⁵

3. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES¹⁶

[Applicable / Not Applicable]

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

(i) Reasons for the offer:

[The net proceeds will be used to fund the advances to be made available by the Issuer, as Lender, to Crédit Mutuel Arkéa, as Borrower, under the Facility Agreement] / [●]

(ii) Estimated net proceeds:

[●]

(Insert amount or, in the case of public offer, the manner in and date on which, such amount is to be made public)

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

(iii) Estimated total expenses:

[●]

(Insert amount or, in the case of public offer, the manner in and date on which such amount is to be made public)

4. NOTIFICATION

[Applicable / Not Applicable]

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

The Commission de surveillance du secteur financier, which is the Luxembourg competent authority for the purpose of the Prospectus Directive [has been requested to provide / has provided - include first alternative for an issue which is contemporaneous with the update of the Programme and the second alternative for subsequent issues] the [include names of competent authorities of host member states of the EEA] with [a] certificate[s] of approval attesting that the Base Prospectus [and the supplement(s) to the Base Prospectus [has / have] been drawn up in accordance with the Prospectus Directive.

5. SPECIFIC CONTROLLER

The specific controller (*contrôleur spécifique*) of the Issuer has certified that the value of the assets of the Issuer will be greater than the value of its liabilities benefiting from the *Privilège* after settlement of this issue and of the issues which have been the subject of previous attestations / Not Applicable]¹⁷

¹⁵ Only applicable with respect to French law Privileged Notes with a specified denomination of less than €100,000.

¹⁶ Only applicable with respect to French law Privileged Notes with a specified denomination of less than €100,000.

¹⁷ Only applicable if the amount of the French law Privileged Notes issued equals or exceeds €500,000,000 or its equivalent in any other currency.

<p>6. OTHER ADVISORS</p>	<p>[Applicable / Not Applicable]</p> <p><i>(If advisors are mentioned in these Final Terms, include a declaration which specifies the capacity in which the advisors have acted.)</i></p>
<p>7. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE</p>	<p>[Applicable / Not Applicable]</p> <p><i>(Include a description of any interest, including conflicting ones, that is material to the issue, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement: "Save for any fees paid to the [Dealers / [Joint] Lead Manager(s)] in connection with the issue of the French law Privileged Notes, as discussed in section "Subscription and Sale" of the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the French law Privileged Notes has an interest material to the offer".)</i></p>
<p>8. FIXED RATE PRIVILEGED NOTES ONLY-YIELD</p> <p>Indication of Yield:</p>	<p>[Applicable / Not Applicable]</p> <p><i>(if not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p> <p>[●] per cent. <i>per annum</i></p> <p>[Yield gap of [●] per cent. in relation to tax free French government bonds (<i>obligations assimilables du trésor</i>) (OAT)) of an equivalent duration.]¹⁸</p>
<p>9. FLOATING RATE PRIVILEGED NOTES OR CMS LINKED PRIVILEGED NOTES ONLY – PAST AND FUTURE PERFORMANCE OF INTEREST RATE¹⁹</p> <p>Historic interest rates:</p> <p>Benchmarks:</p>	<p>[Applicable/ Not Applicable]</p> <p><i>(if not applicable, delete the remaining sub-paragraph of this paragraph)</i></p> <p>Details on the past and future performance and volatility of [EURIBOR/LIBOR/(other)] rates can be obtained from [Thomson Reuters]</p> <p>Amounts payable under the Privileged Notes will be calculated by reference to [EURIBOR/LIBOR/(other)] which is provided by [the European Money Markets Institute/ ICE Benchmark Administration Limited]. As at [●], [the European Money Markets Institute/ ICE Benchmark Administration Limited] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Regulation (EU) 2016/1011 dated 8 June 2016 (the "Benchmark Regulation"). [As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmark Regulation apply,</p>

¹⁸ Only applicable with respect to French law Privileged Notes with a specified denomination of less than €100,000.

¹⁹ Only applicable with respect to French law Privileged Notes with a specified denomination of less than €100,000.

such that [the European Money Markets Institute/ ICE Benchmark Administration Limited] is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).]

10. OPERATIONAL INFORMATION

ISIN Code: [●]

Common Code: [●]

Depositories:

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

(ii) Common Depositary for Euroclear Bank and Clearstream Banking, S.A. [Yes / No]

Name(s) and address(es) of any clearing system(s) other than Euroclear Bank and Clearstream Banking, S.A. and the relevant identification number(s): [Not Applicable / [●]]

Delivery: Delivery [against / free of] payment

Names and addresses of additional Paying Agent(s) (if any): [Not Applicable / [●]]

Name and address of Calculation Agent (if any): [Not Applicable / [●]]

11. DISTRIBUTION [AND UNDERWRITING]¹¹

Method of distribution: [Syndicated / Non-syndicated]

(i) If syndicated,

(a) Names and addresses of the coordinator(s) of the global offer: [Not Applicable / specify names and addresses¹²]

(b) Names, addresses and quotas of the Managers: [●] / (give names[, addresses and quotas of the entities agreeing to underwrite the issue and of the entities agreeing to place the issue without a firm commitment or under 'best efforts' arrangements, and where not all of the issue is underwritten on a firm commitment basis, specify the portion not covered¹³])

(c) Date of the Subscription Agreement: [Not Applicable / give the date¹⁴]

(ii) Stabilising Manager(s) (if any): [Not Applicable / [●]]

(iii) If non-syndicated, name and address of

¹² Only applicable with respect to French law Privileged Notes with a specified denomination of less than €100,000.

¹³ . Only applicable with respect to French law Privileged Notes with a specified denomination of less than €100,000.

¹⁴ . Only applicable with respect to French law Privileged Notes with a specified denomination of less than €100,000.

Dealer:	[Not Applicable / [●]]
(iv) Total commission and concession:	[[●] of the Aggregate Nominal Amount of the Tranche ¹⁵ / Not Applicable]
U.S. selling restrictions:	The Issuer is Category 1 for the purposes of Regulation S under the United States Securities Act of 1933, as amended. [TEFRA C / TEFRA D / TEFRA Not Applicable] (<i>TEFRA rules are not applicable to Dematerialised Privileged Notes</i>)
12. TERMS AND CONDITIONS OF THE OFFER	[Applicable ²⁰ / Not Applicable] (<i>if not applicable, delete the remaining sub-paragraphs of this paragraph</i>)
Non-exempt Offer:	[Not Applicable / An offer of the French law Privileged Notes may be made by the Dealers [and (<i>specify the name of any financial intermediary</i>)] other than pursuant to article 3(2) of the Prospectus Directive in [(<i>specify Relevant Member State(s) – which must be France / Luxembourg and/or a member state of the EEA to which the CSSF has provided a certificate of approval attesting that the Base Prospectus (and, if applicable, any supplement related thereto) has been drawn up in accordance with the Prospectus Directive</i>) (the " Public Offer Jurisdictions ") during the period from [●] to [●] (the " Offer Period ").]
Consent of the Issuer to use the Base Prospectus during the Offer Period:	[Not Applicable / Applicable with respect to any Authorised Offeror specified below]
Authorised Offeror(s) in the Public Offer Jurisdictions:	[Not Applicable / (<i>Name(s) and address(es) of the financial intermediary(ies) authorised by the Issuer to act as Authorised Offeror</i>)/Any financial intermediary which satisfies the conditions set out in the paragraph below]
Conditions attached to the consent of the Issuer to use the Prospectus:	[Not Applicable / (<i>Where the Issuer has given a general consent to any financial intermediary to use the Prospectus, indicate "See conditions set out in the Prospectus" and/or specify any additional conditions to or any condition replacing those set out in the Prospectus. Where an Authorised Offeror has been designated herein, specify any condition that such Authorised Offeror has to comply with</i>)]
Expected price at which French law Privileged Notes will be offered or method of determining the price and method for its disclosure:	[●]

¹⁵ Only applicable with respect to French law Privileged Notes with a specified denomination of less than €100,000.

²⁰ Only applicable with respect to French law Privileged Notes with a specified denomination of less than €100,000.

- Description of the application process (including the time period during which the offer will be open and any possible amendments): [●]
- Details of the minimum and/or maximum amount of application (whether in number of securities or aggregate amount to invest): [●]
- Description of the possibility to reduce subscriptions and the manner for refunding excess amounts paid by applicants: [●]
- Method and time limits for paying up and delivery of the French law Privileged Notes: [●]
- Manner in and date on which results of the offer are to be made public: [●]
- Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [●]
- Whether one or more Tranches are reserved for some countries: [●]
- Procedure of notification of the allocated amount and indication whether the distribution can begin before the notification is made: [●]
- Amount of any charge and tax supported especially by the subscriber or purchaser: [●]
- Name(s) and address(es), as they are known by the Issuer, of the dealers in the various countries where the offer takes place: [●]

[Insert Issue Specific Summary¹⁷]

¹⁷ Only applicable with respect to French law Privileged Notes with a specified denomination of less than €100,000.

TAXATION

For the avoidance of doubt, it is specified that the expression "Privileged Notes" will only include French law Privileged Notes, in the following section.

The following is an overview limited to certain tax considerations in France, in Luxembourg and in the United States relating to the payments made in respect of Privileged Notes that may be issued under the Programme and specifically contains information on taxes on the income from the securities withheld at source. This overview is based on the laws in force in France, in the Grand Duchy of Luxembourg and in the United States as of the date of this Base Prospectus and as applied by the tax authorities and is subject to any changes in law or different interpretation. It does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Privileged Notes. Each prospective holder or beneficial owner of Privileged Notes should consult its tax advisor as to the tax consequences of any investment in or ownership and disposal of the Privileged Notes in light of its particular circumstances.

1. France

French withholding tax

The following is an overview of certain tax considerations that may be relevant to French law Privileged Noteholders who do not concurrently hold shares of the Issuer.

Payments of interest and other revenues made by the Issuer with respect to the Privileged Notes will not be subject to the withholding tax set out under article 125 A III of the French General Tax Code unless such payments are made outside France to persons domiciled or established in a non-cooperative state or territory (*Etat ou territoire non-coopératif*) within the meaning of article 238-0 A of the French General Tax Code (a "**Non-Cooperative State**") or paid in a bank account opened in a financial institution located in a Non-Cooperative State.

If such payments under the Privileged Notes are made in a Non-Cooperative State, a seventy-five per cent. (75%) withholding tax will be applicable (subject to certain exceptions and to the more favourable provisions of any applicable double tax treaty) by virtue of article 125 A III of the French General Tax Code.

A draft law published by the French government on 28 March 2018 would, if adopted in its current form, (i) expand the list of Non-Cooperative States as defined under Article 238-0 A of the French General Tax Code to include the jurisdictions on the list set out in Annex I to the conclusions adopted by the Council of the European Union on 5 December 2017, as updated, (the "**EU List**") and, as a consequence, (ii) expand this withholding tax regime to certain jurisdictions included in the EU List.

Notwithstanding the foregoing, the seventy-five per cent. (75%) withholding tax provided by article 125 A III of the French General Tax Code will not apply in respect of a particular issue of French law Privileged Notes if the Issuer can prove that the principal purpose and effect of such issue of Privileged Notes were not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the "**Exception**"). Pursuant to the official regulation published by French tax authorities on 11 February 2014 (*Bulletin Officiel des Finances Publiques-Impôts* – BOI-INT-DG-20-50-20140211, Section No. 990, BOI-RPPM-RCM-30-10-20-40-20140211, Section No. 70 and BOI-IR-DOMIC-10-20-20-60-20150320, Section No. 10), an issue of Privileged Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Privileged Notes, if such Privileged 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 made in a state or territory 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, delivery and payment systems operator within the meaning of article L.561-2 of the French Monetary and Financial Code, or of one (1) or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

Furthermore, pursuant to article 238 A of the French General Tax Code, interest and other revenues paid by or on behalf of the Issuer with respect to such Privileged Notes are not deductible from the Issuer's taxable income if they are (i) paid or accrued to persons established or domiciled in a state or territory where they benefit from a preferential tax regime under the meaning of Article 238 A of the French General Tax Code or in a Non-Cooperative State or (ii) or accrued to a bank account opened in a financial institution located in a state or territory where it benefits from a preferential tax regime under the meaning of Article 238 A of the French General Tax Code or in 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 General Tax Code, in which case such non-deductible interest or other revenues may be subject to the withholding tax set out under article 119 *bis* 2 of the French General Tax Code, at a rate of (i) 12.8% for payments benefitting to individuals who are not fiscally domiciled (*domiciliés fiscalement*) in France, (ii) 30% until 31 December 2019, 28% as from 1 January 2020, 26.5% as from 1 January 2021, 25% as from 1 January 2022 for payments benefitting to legal persons which are not fiscally domiciled (*domiciliés fiscalement*) in France, (iii) 75% for payments made in a Non-Cooperative State, subject in any case to the more favourable provisions of any applicable double tax treaty.

However, with respect to interest and other revenues paid under the Privileged Notes to persons domiciled or established in a state or territory where they benefit from a preferential tax regime or paid in a bank account opened in a financial institution located in a state or territory where it benefits from a preferential tax regime, neither the non-deductibility set out under Article 238 A of the French General Tax Code nor the withholding tax set out under article 119 *bis* 2 of the same code will apply if the Issuer can prove that the relevant interest or revenues relate to genuine transactions and are not in an abnormal or exaggerated amount.

Furthermore, with respect to interest and other revenues paid under the Privileged Notes to persons domiciled or established in a Non-Cooperative State or paid in a bank account opened in a financial institution located in a Non-Cooperative State, neither the non-deductibility set out under article 238 A of the French General Tax Code (as further specified by the official regulation published by French tax authorities on 11 February 2014 (*Bulletin Officiel des Finances Publiques-Impôts* – BOI-INT-DG-20-50-20140211, Section No. 550 and BOI-RPPM-RCM-30-10-20-40-20140211 Section No. 80)) nor the withholding tax set out in article 119 *bis* 2 of the French General Tax Code will apply in respect of the issue of Privileged Notes if the Issuer can prove that it can benefit from the Exception and that the relevant interest or revenues relate to genuine transactions and are not an abnormal or exaggerated amount. Pursuant to the official guidelines published by French tax authorities on 11 February 2014 (*Bulletin Officiel des Finances Publiques – Impôts* – BOI-INT-DG-20-50-20140211, Section No. 550 and BOI-RPPM-RCM-30-10-20-40-20140211 Section No. 80), an issue of Privileged Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of the issue of the Privileged Notes, if such Privileged Notes qualify to one (1) of the three (3) above-mentioned classifications.

Payments made to French resident individuals

Pursuant to articles 125 A and 125 D of the French General Tax Code, subject to certain limited exceptions, interest and other similar revenues received as from 1 January 2018 by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 12.8% withholding tax, which is deductible from their personal income tax liability in respect of the year in which the withholding tax has been paid. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of 17.2% on interest and other similar revenues paid to individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

2. Luxembourg

Luxembourg taxation

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

Luxembourg tax residency of the holders of Privileged Notes

A holder of Privileged Notes will not become resident, nor be deemed to be resident, in Luxembourg by reason only of the holding of the Privileged Notes, or the execution, performance, delivery and/or enforcement of the Privileged Notes.

Luxembourg Withholding tax

Resident holders of Privileged Notes

Under the Luxembourg law dated 23 December 2005 (the "**Law**"), a twenty per cent. (20%) withholding tax is levied as of 1 January 2006 on interest payments (or similar income) made by a Luxembourg paying agent to or for the immediate benefit of a Luxembourg resident individual. Such withholding tax will be in full discharge of income tax if the beneficial owner is a Luxembourg resident individual acting in the course of the management of his/her private wealth.

Non-resident holders of Privileged Notes

Under the Luxembourg applicable law, there is no withholding tax on payments of interest (including accrued but unpaid interest) made to a Luxembourg non-resident holder of Privileged Notes, repayment of the principal, or redemption or exchange of the Privileged Notes.

Corporations

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

3. United States Foreign Account Tax Compliance Act ("FATCA")

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, as amended, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions, including France, have entered into intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Privileged Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Privileged Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Privileged Notes, such withholding would not apply prior to 1 January 2019, and Privileged Notes issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. However, if additional notes (as described under "Terms and Conditions—Further Issues") that are not distinguishable from previously issued Privileged Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Privileged Notes, including the Privileged Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Privileged Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Privileged Notes, no person will be required to pay additional amounts as a result of the withholding.

Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Privileged Notes.

SUBSCRIPTION AND SALE

For the avoidance of doubt, it is specified that, in the following section, the expressions "Privileged Notes" and "Noteholders" will only include French law Privileged Notes and holders of such French law Privileged Notes.

Subject to the terms and on the conditions contained in an amended and restated dealer agreement dated 26 November 2018, as amended or supplemented from time to time, entered into between the Issuer, the Arranger and the Permanent Dealers (the "**Dealer Agreement**"), the Privileged Notes will be offered by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Privileged Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Privileged 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(s). The Privileged Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Privileged Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two (2) or more Dealers.

The Issuer will pay each relevant Dealer a commission (as applicable) as agreed between them in respect of Privileged 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 Privileged Notes. The Dealers have agreed to indemnify the Issuer against certain liabilities in connection with the offer and sale of the Privileged Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Privileged Notes in certain circumstances prior to payment for such Privileged Notes being made to the Issuer.

Selling Restrictions

General

These selling restrictions may be modified by the agreement of the Issuer and the Dealers in particular following a change in a relevant law, regulation or directive. Any such modification will be set out in (if applicable) the subscription agreement entered into in respect of the issue of Privileged Notes to which it relates or in a supplement to this Base Prospectus.

Each Dealer has agreed that it will comply, to the best of its knowledge, with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Privileged 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.

This Base Prospectus has not been submitted to the clearance procedures of the French *Autorité des marchés financiers*.

United States of America

The Privileged Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), and subject to certain exceptions, may not be offered or sold within the United States of America or to, or for the account or benefit of, U.S. persons (as defined under the United States Securities Act of 1933, as amended, "**Regulation S**"). Terms used in this paragraph have the same meanings given to them by Regulation S under the Securities Act.

Materialised Privileged Notes having a maturity of more than one (1) year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States of America 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 of 1986, as amended, and regulations thereunder.

In addition, until forty (40) days after the commencement of the offering of any identifiable Tranche, an offer, sale or delivery of Privileged Notes within the United States of America by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act, if such offer, sale or delivery is made otherwise than in accordance with an available exemption from registration under the Securities Act.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Privileged Notes outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the Privileged Notes, in whole or in part, for any reason.

This Base Prospectus does not constitute an offer to any person in the United States. Distribution of this Base Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States is prohibited.

European Economic Area

Public offer selling restriction under the Prospectus Directive

If the Final Terms in respect of any Privileged Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Privileged Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the relevant Final Terms to the public in a Member State of the European Economic Area (each, a "**Member State**") except that it may make an offer of such Privileged Notes to the public in a Member State:

- (a) if the Final Terms in relation to the Privileged Notes specify that an offer of those Privileged Notes may be made other than pursuant to article 3(2) of the Prospectus Directive in that Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Privileged Notes which has been approved by the competent authority in a Member State or, where appropriate, approved in another Member State and notified to the competent authority in that 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;
- (b) at any time to any legal entity which is a qualified investor as defined under the Prospectus Directive;
- (c) at any time to fewer than one hundred and fifty (150) natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within article 3(2) of the Prospectus Directive,

provided that no such offer of Privileged Notes referred to in paragraphs (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to article 3 of the Prospectus Directive or supplement a prospectus pursuant to article 16 of the Prospectus Directive.

For the purposes of this provision, the expressions (i) "**offer of Privileged Notes to the public**" in relation to any Privileged Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Privileged Notes to be offered so as to enable an investor to decide to purchase or subscribe the Privileged Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and (ii) "**Prospectus Directive**" means Directive 2003/71/EC of the European Parliament and of the Council dated 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading, as amended.

Prohibition of sales to EEA retail investors

If the Final Terms in respect of any Privileged Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Privileged Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area.

For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended ("**MiFID II**"); or
 - (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in the Prospectus Directive (as defined below); and
- (b) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Privileged Notes to be offered so as to enable an investor to decide to purchase or subscribe the Privileged Notes.

United Kingdom

Each Dealer has represented and agreed that:

- (a) in relation to any Privileged Notes which have a maturity of less than one (1) year, (i) 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 (ii) it has not offered or sold and will not offer or sell any Privileged 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 that they will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Privileged Notes would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000, as amended (the "**FSMA**") by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Privileged Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Privileged Notes in, from or otherwise involving the United Kingdom.

Japan

The Privileged Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law no. 25 of 1948, as amended, the "**FIEA**"). Accordingly, each of the Dealers has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Privileged Notes in Japan or to, or for the benefit of, a resident of Japan, or to others for re-offering or resale, directly or indirectly in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan. As used in this paragraph, "resident of Japan" means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

The Netherlands

Each Dealer has represented and agreed that it has not made nor will it make any offers of Privileged Notes to the public in The Netherlands in reliance on article 3(2) of the Prospectus Directive unless:

- (a) such offer is made exclusively to legal entities which are qualified investors in The Netherlands as defined in the Dutch Financial Supervision Act (*Wet op het financieel toezicht*, the "**DFSA**"); or
- (b) standard exemption wording is disclosed as required by article 5:20(5) of the DFSA; or
- (c) such offer is otherwise made in circumstances in which article 5:20(5) of the DFSA is not applicable,

provided that no such offer of Privileged Notes 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.

France

Each of the Dealers and the Issuer has represented and agreed that:

(a) *Offer to the public in France*

it has not offered or sold and will not offer or sell, directly or indirectly, Privileged Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Privileged Notes, except in the period beginning and ending on the dates specified for such purpose in the Final Terms relating to such Privileged Notes and provided that the Final Terms have been duly published and specify that offers may be made to the public in France, all in accordance with the Prospectus Directive (as defined below), the French Monetary and Financial Code and the *Règlement Général* of the French *Autorité des marchés financiers*; or

(b) *Private placement in France*

it has not offered, sold or otherwise transferred and will not offer, sell or otherwise transfer, directly or indirectly, any Privileged 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 Privileged Notes and such offers, sales, transfers and distributions have been and will be made in France only to (i) providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*) and/or (ii) qualified investors (*investisseurs qualifiés*), all as defined in, and in accordance with, articles L.411-1, L.411-2 and D.411-1 of the French Monetary and Financial Code.

This Base Prospectus, prepared in connection with the Privileged Notes to be issued under the Programme, has not been submitted to the clearance procedures of the French *Autorité des marchés financiers*.

Italy

This Base Prospectus has not been, nor will be, published in the Republic of Italy in connection with the offering of the Privileged Notes and such offering of the Privileged Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") in the Republic of Italy pursuant to Legislative Decree no. 58 of 24 February 1998 as amended (the "**Financial Services Act**") and to CONSOB Regulation no. 11971 of 14 May 1999, as amended (the "**Issuers' Regulation**"). Accordingly, no Privileged Notes may be offered, sold or delivered, and no Privileged Notes will be offered, sold or delivered, directly or indirectly, in the Republic of Italy in an offer to the public and copies of this Base Prospectus, the relevant Final Terms or any other offering material relating to the Privileged Notes may not, and will not, be distributed in the Republic of Italy, unless an exemption applies. Accordingly, each Dealer has represented and agreed not to effect any offering, marketing, solicitation or selling activity of the Privileged Notes in the Republic of Italy except:

- (a) to qualified investors (*investitori qualificati*), as defined in article 34-ter, paragraph 1(b) of the Issuers' Regulation; or
- (b) in any other circumstances where an express exemption from compliance with the restrictions on offers to the public applies, as provided under article 100 of the Financial Services Act and its implementing regulations, including article 34-ter of the Issuers' Regulation.

Each Dealer has also represented and agreed that any offer, sale or delivery of the Privileged Notes or distribution of copies of this Base Prospectus, the relevant Final Terms or any other offering material relating to the Privileged Notes in the Republic of Italy under (a) or (b) above must, and will, be effected in accordance with all relevant Italian securities, tax and exchange control and other applicable laws and regulations and in particular will be made:

- (i) by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, Legislative Decree no. 385 of 1 September 1993, CONSOB Regulation no. 16190 of 29 October 2007, all as amended (the "**Banking Act**"); and
- (ii) in compliance with article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time; pursuant to which the Bank of Italy may request information on the Privileged Notes in the Republic of Italy; and
- (iii) in compliance with any other applicable laws and regulations, including any limitation or requirement which may be imposed from time to time by CONSOB, the Bank of Italy or any other Italian authority.

Any investor purchasing the Privileged Notes in the offering is solely responsible for ensuring that any offer and resale of the Privileged Notes it purchased in the offering occurs in compliance with applicable laws and regulations.

Federal Republic of Germany

No action has been or will be taken in any jurisdiction by the Issuer or any Dealer that would permit an offer of the German law Privileged Notes to the public, or possession or distribution of this Base Prospectus or any other offering material, in any country (including Germany) or jurisdiction where any further action for that purpose is required.

This Base Prospectus has not been, and will not be filed with and was not approved by the German Financial Supervisory Authority.

In particular, the German law Privileged Notes may not be offered, sold or publicly promoted or advertised in Germany, other than in compliance with the provisions of the German Capital Investment Act (*Kapitalanlagegesetzbuch*) (the "**KAGB**"), the German Asset Investment Act (*Vermögensanlagegesetz*) exempting such offering, sale or public promotion from the requirement to publish a prospectus, or any laws replacing the KAGB, the *Vermögensanlagegesetz*, or any other laws applicable in Germany governing the issue, offering and sale of registered notes (*Namensschuldverschreibungen*).

The Issuer assumes no responsibility and makes no representation regarding the suitability of German law Privileged Notes as an investment product for any investor. In particular, the Issuer assumes no responsibility for the eligibility of any German law Privileged Notes as investment for any German law Privileged Noteholder domiciled in Germany and subject to particular regulatory requirements with regard to its investments, including, without limitation, insurance companies, pension funds, credit institutions and investment funds. Unless explicitly stated otherwise in the Terms and Conditions of the French law Privileged Notes or the Final Terms, no reference therein to particular German law regulatory requirements implies or may be construed to imply any representation or warranty by the Issuer as to the suitability of the relevant German law Privileged Notes for the German law Privileged Noteholders.

GENERAL INFORMATION

- (1) This Base Prospectus has been approved by the *Commission de surveillance du secteur financier*, as competent authority in Luxembourg for the purposes of the Prospectus Directive. It has not been submitted to the clearance procedures of the French *Autorité des marchés financiers*.

Application will be made in certain circumstances to the Luxembourg Stock Exchange for French law Privileged Notes to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange.

Application may also be made to the competent authority of any other member state of the EEA for French law Privileged Notes to be admitted to trading on any other Regulated Market or any other stock exchange in a member state of the EEA.

- (2) The Issuer has obtained all necessary corporate and other consents, approvals and authorisations in France in connection with the update of the Programme.

Any issuance of Privileged Notes under the Programme, to the extent that such Privileged Notes constitute *obligations* under French law, requires the prior authorisation of the board of directors (*conseil d'administration*) of the Issuer. The board of directors (*conseil d'administration*) of the Issuer may delegate to any person, the power to decide on the issue of such Privileged Notes within a period of one (1) year.

For this purpose, on 13 April 2018, the board of directors (*conseil d'administration*) of the Issuer has (i) authorised the issue of *obligations foncières* and other privileged notes under the Programme for maximum nominal amount of €1,000,000,000 (or its equivalent in other currencies) for the period running from 13 April 2018 and ending on 12 April 2019 (included) and (ii) delegated to the chief executive officer (*directeur général*) and the vice chief executive officer (*directeur général délégué*) of the Issuer the power to issue such Privileged Notes.

- (3) Pursuant to articles L.513-12 and R.513-16, IV of the French Monetary and Financial Code, the *contrôleur spécifique* certifies that the rule providing that the amount of eligible assets of the Issuer is greater than the amount of liabilities benefiting from the *Privilège* is satisfied on the basis of a quarterly borrowing programme and for any issue of Privileged Notes benefiting from the *Privilège* in a principal amount equal to or above €500,000,000 (or its equivalent in any other currency at the time of issue of such Privileged Notes).
- (4) The price and amount of the Privileged Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealers at the time of issue in accordance with prevailing market conditions.
- (5) Save as disclosed in the paragraph "*Recent developments*" on page [115] of this Base Prospectus, there has been no significant change in the financial or trading position of the Issuer since 30 June 2018.
- (6) There has been no material adverse change in the prospects of the Issuer since 31 December 2017.
- (7) The Issuer is not nor 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), in the last twelve (12) months, which may have, or have had in the recent past, significant effects on the Issuer and/or its group's financial position or profitability.
- (8) Save as disclosed in section "*Material Contracts and Relationship Between Arkéa Public Sector SCF and Crédit Mutuel Arkéa*" on page [119] of this Base Prospectus, there are no material contracts that are not entered into the ordinary course of the Issuer's business which could result in any member of the Crédit Mutuel Arkéa's group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to Noteholders in respect of the Privileged Notes being issued.
- (9) Application may be made for French law Privileged Notes to be accepted for clearance through Euroclear Bank (boulevard du Roi Albert II, 1210 Bruxelles, Belgique) and Clearstream (42, avenue JF Kennedy, 1855 Luxembourg, Luxembourg) which are entities in charge of keeping the records. The Common Code and the International Securities Identification Number (ISIN) or the identification number for any other relevant clearing system for each Series of French law Privileged Notes will be set out in the relevant Final Terms.

Dematerialised Privileged Notes will be inscribed in the books of Euroclear France (acting as central depository). Dematerialised Privileged Notes which are in registered form (*au nominatif*) are also inscribed either with the Issuer or with the Registration Agent. The address of Euroclear France is 66, rue de la Victoire – 75009 Paris – France.

- (10) The Issuer's statutory auditors are registered with the *Compagnie Nationale des Commissaires aux Comptes* (official statutory auditors' representative body) and subject to the authority of the *Haut Conseil du Commissariat aux Comptes* (French High Council of Statutory Auditors). They (i) have audited and rendered unqualified audit reports on (a) the 2016 Financial Statements and (b) the 2017 Financial Statements and (ii) have reviewed the 2018 Half-Year Financial Statements. The Issuer does not produce consolidated financial statements.
- (11) In connection with the issue of any Tranche of French law Privileged Notes, the Dealer or Dealers (if any) named as stabilising manager(s) (the "**Stabilising Manager(s)**") (or persons acting on behalf of any Stabilising Manager(s) in the relevant Final Terms may over-allot French law Privileged Notes or effect transactions with a view to supporting the market price of the French law Privileged Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may cease at any time, but it must end no later than the earlier of thirty (30) calendar days after the issue date of the relevant Tranche and sixty (60) calendar days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the Stabilising Manager(s) in accordance with all applicable laws and rules.
- (12) This Base Prospectus, any supplement thereto that may be published from time to time and, so long as French law Privileged Notes are admitted to trading on any Regulated Market and/or offered to the public in a member state of the EEA in accordance with the Prospectus Directive, the Final Terms relating to such French law Privileged Notes will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).
- In addition, if the French law Privileged Notes are admitted to trading on a Regulated Market of the EEA other than the Luxembourg Stock Exchange, the relevant Final Terms will provide whether this Base Prospectus and the relevant Final Terms will be published on the website of (x) the Regulated Market of the member state of the EEA where the French law Privileged Notes have been admitted to trading or (y) the competent authority of the member state of the EEA where the French law Privileged Notes have been admitted to trading.
- (13) So long as any of the Privileged Notes are outstanding, copies of the following documents will also be available for inspection and obtainable, upon request and free of charge, during usual business hours, on any weekday at the registered office of the Issuer (1, rue Louis Lichou, 29480 Le Relecq-Kerhuon, France) and at the specified office(s) of the Paying Agent(s):
- (a) the by-laws of the Issuer;
 - (b) the audited non-consolidated financial statements of the Issuer in respect of the two (2) financial years preceding the date hereof;
 - (c) the most recently published financial statements of the Issuer;
 - (d) the Agency Agreement (which notably includes the form of the *lettre comptable*, the Temporary Global Certificates, the Definitive Materialised Privileged Notes, the Coupons, the Talons, the Receipts, the terms and conditions of the German law Privileged Notes and the form of assignment of the German law Privileged Notes, all attached as schedules thereto);
 - (e) the Final Terms for French law Privileged Notes that are listed on the Official List of the Luxembourg Stock Exchange and traded on the Regulated Market of the Luxembourg Stock Exchange or any other Regulated Market in the EEA and/or offered to the public in any member state of the EEA;
 - (f) a copy of this Base Prospectus together with any supplement thereto that may be published from time to time or further Base Prospectus and any document incorporated therein; and
 - (g) all reports, letters and other documents, historical financial information, valuations and statements prepared by any expert at the Issuer's request any part of which is included or referred to in this Base Prospectus, including the certificate of the *contrôleur spécifique* in respect of each issue of Privileged Notes in a principal amount equal to or above €500,000,000 (or its equivalent in any other currency at the time of issue of such Privileged Notes).
- (14) Amounts payable under Privileged Notes may be calculated by reference to EURIBOR, LIBOR or EUR CMS which are provided by the European Money Markets Institute ("**EMMI**") (with respect to EURIBOR) and ICE Benchmark Administration Limited ("**ICE**") (with respect to LIBOR and EUR CMS) or other reference rates, as specified in the relevant Final Terms. As at the date of this Base Prospectus, only ICE appears on the register of administrators and benchmarks established and

maintained by the ESMA pursuant to Article 36 of the Regulation (EU) 2016/1011 dated 8 June 2016 (the "**Benchmark Regulation**"). As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that EMMI is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence). The relevant Final Terms will specify the administrator of any relevant benchmark used as a reference under the Floating Rate Privileged Notes and whether or not such administrator appears on the above mentioned register of administrators and benchmarks established and maintained by the ESMA.

PERSON RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS

Arkéa Public Sector SCF accepts responsibility for the information contained or incorporated by reference in this Base Prospectus.

To the best of its knowledge (having taken all reasonable care to ensure that such is the case), the information contained or incorporated by reference in this Base Prospectus is in accordance with the facts and contains no omission likely to affect its import.

Le Relecq-Kerhuon, 26 November 2018

Arkéa Public Sector SCF

1, rue Louis Lichou
29480 Le Relecq-Kerhuon
France

Represented by: **Jean-Luc LE PACHE**
Vice chief executive officer (*directeur général délégué*)

Issuer

Arkéa Public Sector SCF
1, rue Louis Lichou
29480 Le Relecq-Kerhuon
France

Arranger and Permanent Dealer

Crédit Agricole Corporate and Investment Bank
12, place des Etats-Unis
CS 70052
92 547 Montrouge Cédex
France

Permanent Dealer

Crédit Mutuel Arkéa
1, rue Louis Lichou
29480 Le Relecq-Kerhuon
France

*Fiscal Agent, Principal Paying Agent and Paris Paying Agent
in respect of the French law Privileged Notes*

CACEIS Corporate Trust
1-3, place Valhubert
75013 Paris
France

*Luxembourg Paying Agent, Calculation Agent and Luxembourg Listing Agent
in respect of the French law Privileged Notes*

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

Statutory Auditors of the Issuer

Deloitte & Associés
185, avenue Charles de Gaulle
92524 Neuilly-sur-Seine
France

Mazars
61, rue Henri Regnault
92075 Paris La Défense Cedex
France

Specific Controller of the Issuer

Cailliau Dedouit et Associés
19, rue Clément Marot
75008 Paris
France

Legal Adviser to the Arranger and to the Permanent Dealers as to French law

CMS Francis Lefebvre Avocats
2, rue Ancelle
92522 Neuilly-sur-Seine Cedex
France