



(duly licensed French credit institution)

**€40,000,000,000 Euro Medium Term Note Programme  
for the issue of obligations de financement de l'habitat and other privileged notes**

Under the Euro Medium Term Note Programme (the "**Programme**") described in this base prospectus (the "**Base Prospectus**"), BPCE SFH (the "**Issuer**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue notes to be governed either by French law or German law (respectively the "**French law Notes**" and the "**German law Notes**", and collectively, unless otherwise specified, the "**Notes**"). The French law Notes will be *Obligations de Financement de l'Habitat* within the meaning of Article L.513-30-I of the French Monetary and Financial Code (*Code monétaire et financier*). The German law Notes will be German law governed *Namenschuldverschreibungen*. Each of the French law Notes and German law Notes will benefit from the statutory *privilège* (priority right of payment) created by Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*) (for further description see "Overview of the legislation and regulations relating to *sociétés de financement de l'habitat*").

The aggregate nominal amount of Notes outstanding under the Programme will not at any time exceed €40,000,000,000 (or its equivalent in other currencies) at the date of issue.

Application has been made to the *Autorité des marchés financiers* (the "**AMF**") for approval of this Base Prospectus, in its capacity as competent authority in France pursuant to Article 212-2 of its *Règlement Général* which implements the Prospectus Directive (as defined below).

Application may be made to Euronext Paris for the French law Notes issued under the Programme for the period of twelve (12) months from the date of this Base Prospectus to be admitted to trading on Euronext Paris and/or to the competent authority of any other Member State of the European Economic Area ("**EEA**") for French law Notes issued under the Programme to be listed and/or admitted to trading on a Regulated Market (as defined below) in such Member State. Euronext Paris is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC dated 21 April 2004, as amended, appearing on the list of regulated markets issued by the European Securities and Markets Authority (each, a "**Regulated Market**"). French law Notes which are not listed and admitted to trading on a Regulated Market may also be listed and/or admitted to trading on an alternative stock exchange or may not be listed or admitted to trading at all. The relevant final terms (the "**Final Terms**") (as defined in "Terms and Conditions of the French law Notes ") in respect of the issue of any French law Notes will specify whether or not such French law Notes will be listed and/or admitted to trading and/or offered to the public in any Member State of the EEA and, if so, the relevant Regulated Market in the EEA where the French law Notes will be listed and/or admitted to trading and/or the relevant Member State(s) of the EEA where the French law Notes will be offered to the public.

The German law Notes will not be admitted to trading on any market nor listed on any stock exchange and will not be offered to the public in any jurisdiction; accordingly, any issue of German law Notes will be exempt from the obligation to publish a prospectus under the Prospectus Directive (as defined below).

French law Notes may be issued either in dematerialised form ("**Dematerialised Notes**") or in materialised form ("**Materialised Notes**") as more fully described herein. Dematerialised Notes will at all times be in book entry form in compliance with Articles L.211-3 *et seq.* and R.211-1 of the French Monetary and Financial Code (*Code monétaire et financier*). No physical documents of title will be issued in respect of the Dematerialised Notes.

Dematerialised Notes may, at the option of the Issuer, be (i) in bearer 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 "Terms and Conditions of the French law Notes - Form, Denomination and Title") including Euroclear Bank S.A./N.V. ("**Euroclear**") and the depository bank for Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"), or (ii) in registered form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder (as defined in "Terms and Conditions of the French law Notes - Form, Denomination and Title"), in either fully registered 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 form (*au nominatif administré*) in which case they will be inscribed in the accounts of the Account Holders designated by the relevant Noteholder.

Materialised Notes will be in bearer materialised form only and may only be issued outside France. A temporary global certificate in bearer form without interest coupons attached (a "**Temporary Global Certificate**") will initially be issued in relation to Materialised Notes. Such Temporary Global Certificate will subsequently be exchanged for definitive Materialised Notes with, where applicable, coupons for interest or talons attached (the "**Definitive Materialised Notes**"), on or after a date expected to be on or about the fortieth (40<sup>th</sup>) calendar day after the issue date of the Notes (subject to postponement as described in "Temporary Global Certificate in respect of Materialised Notes") upon certification as to non-U.S. beneficial ownership as more fully described herein. Temporary Global Certificates will (a) in the case of a Tranche intended to be cleared through Euroclear and/or Clearstream, Luxembourg, be deposited on the issue date with a common depository for Euroclear and Clearstream, Luxembourg, and (b) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear and/or Clearstream, Luxembourg or delivered outside a clearing system, be deposited as agreed between the Issuer and the Relevant Dealer(s) (as defined below).

The Programme has been rated Aaa by Moody's Investors Service Ltd ("**Moody's**") and AAA by Standard & Poor's Credit Market Services Europe Limited, a division of S&P Global, Inc. ("**S&P**" and together with Moody's the "**Rating Agencies**"). It is expected that the Notes issued under the Programme will be rated Aaa by Moody's and AAA by S&P. The Rating Agencies are rating agencies 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 ([www.esma.europa.eu](http://www.esma.europa.eu)) as of the date of this Base Prospectus. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning Rating Agency without notice.

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

This Base Prospectus, any supplements thereto (if any) and, so long as Notes are admitted to trading on any Regulated Market and/or offered to the public in accordance with the Prospectus Directive, the Final Terms relating to such Notes will be published on the websites of BPCE ([www.bpce.fr](http://www.bpce.fr)) and of the AMF ([www.amf-france.org](http://www.amf-france.org)).

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

The visa no. 17-209 granted by the AMF on 18 May 2017 to this Base Prospectus is only applicable for Notes to be listed and/or admitted to trading on a Regulated Market and/or offered to the public which are the French law Notes, and is not relevant, in any case, for German law Notes, as German law Notes will not be admitted to trading nor listed on any market or stock exchange.

ARRANGER  
NATIXIS

PERMANENT DEALERS  
BPCE  
NATIXIS

**This Base Prospectus (together with all supplements thereto published from time to time) constitutes a base prospectus for the purposes of Article 5.4 of the Prospectus Directive (as defined below) and contains or incorporates by reference all relevant information concerning 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 Notes (but not the German law Notes) to be issued under the Programme. The terms and conditions applicable to each Tranche (as defined in "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) at the time of the issue and will be set out in the relevant Final Terms.**

**In this Base Prospectus, (i) "Prospectus Directive" means Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended, and includes any relevant implementing measure of such directive in each relevant Member State of the European Economic Area and (ii) "European Regulation" means Regulation No. 809/2004/EC of the Commission of 29 April 2004, as amended.**

**This Base Prospectus is to be read and construed in conjunction with any document and/or information which is incorporated herein by reference (see "Documents incorporated by Reference"), with any supplement thereto that may be published from time to time, as well as, in relation to any Tranche of Notes, with the relevant Final Terms.**

**This Base Prospectus (together with all supplements published thereto 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 Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Arranger or the Dealers (each as defined in "General Description of the Programme"). Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer 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 offering or sale of the Notes in certain jurisdictions may be restricted by law. The Issuer, the Arranger or the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any 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 Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Note may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any 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 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 Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States of America, Japan and the EEA (including France, Italy, Germany and the United Kingdom) (see "Subscription and Sale").**

**The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act") or with any securities regulatory authority of any state or other jurisdiction of the United States of America, subject to certain exceptions, and 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 Notes may include Materialised Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered or sold or, in the case of Materialised Notes in bearer form, delivered within the United States of America or, in the case of certain Materialised 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 Notes are being offered and sold outside the United States of America to non-U.S. persons in offshore transactions in accordance with Regulation S.**

**For a description of these and certain further restrictions on offers, sales and transfers of Notes and on**

distribution of this Base Prospectus, see "Subscription and Sale".

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

The Arranger and the Dealers have not separately verified the information contained or incorporated by reference in this Base Prospectus. None of the Arranger or 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 Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained or incorporated by reference in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Arranger or any of the Dealers undertakes 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 Notes of any information that may come to the attention of the Arranger or the Dealers.

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

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to "€", "Euro", "euro" or "EUR" 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 from time to time, 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 "¥", "JPY" and "Yen" are to the lawful currency of Japan, and references to "CHF" and "Swiss Francs" are to the lawful currency of the Helvetic Confederation and references to "A\$", "AUD" and "Australian Dollar" are to the lawful currency of Australia.

## TABLE OF CONTENTS

<b>SUMMARY OF THE PROGRAMME</b> .....	<b>5</b>
<b>RESUME DU PROGRAMME</b> .....	<b>18</b>
<b>RISK FACTORS</b> .....	<b>32</b>
<b>RETAIL CASCADES</b> .....	<b>51</b>
<b>GENERAL DESCRIPTION OF THE PROGRAMME</b> .....	<b>53</b>
<b>STRUCTURE DIAGRAM - PRINCIPAL PROGRAMME PARTIES</b> .....	<b>67</b>
<b>DOCUMENTS INCORPORATED BY REFERENCE</b> .....	<b>68</b>
<b>SUPPLEMENT TO THE BASE PROSPECTUS</b> .....	<b>70</b>
<b>TERMS AND CONDITIONS OF THE FRENCH LAW NOTES</b> .....	<b>71</b>
<b>USE OF PROCEEDS</b> .....	<b>94</b>
<b>OVERVIEW OF THE LEGISLATION AND REGULATIONS RELATING TO <i>SOCIÉTÉS DE FINANCEMENT DE L'HABITAT</i></b> .....	<b>95</b>
<b>TEMPORARY GLOBAL CERTIFICATES IN RESPECT OF MATERIALISED NOTES</b> .....	<b>100</b>
<b>THE ISSUER</b> .....	<b>101</b>
<b>THE CREDIT FACILITY AND COLLATERAL FRAMEWORK AGREEMENT</b> .....	<b>122</b>
<b>THE BORROWERS, THE GUARANTORS, THE OBLIGORS' AGENT, THE MANAGEMENT AND RECOVERY AGENT AND THE ADMINISTRATIVE AGENT</b> .....	<b>131</b>
<b>COVER RATIOS</b> .....	<b>136</b>
<b>THE HEDGING STRATEGY</b> .....	<b>138</b>
<b>FORM OF FINAL TERMS 1</b> .....	<b>142</b>
<b>FORM OF FINAL TERMS 2</b> .....	<b>153</b>
<b>FORM OF CERTIFICATE OF THE SPECIFIC CONTROLLER PURSUANT TO ARTICLES L.513-23 AND R.513-16 OF THE FRENCH MONETARY AND FINANCIAL CODE</b> .....	<b>194</b>
<b>TAXATION</b> .....	<b>198</b>
<b>SUBSCRIPTION AND SALE</b> .....	<b>201</b>
<b>GENERAL INFORMATION</b> .....	<b>204</b>
<b>RESPONSIBILITY OF THE BASE PROSPECTUS AND VISA OF THE AMF</b> .....	<b>206</b>
<b>INDEX OF DEFINED TERMS</b> .....	<b>207</b>

## SUMMARY OF THE PROGRAMME

*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".*

*This summary is provided for the purposes of the issue by the Issuer of French law Notes with a denomination of less than €100,000 (or its equivalent in any other currency at the time of issue). Investors in 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.*

*The issue specific summary relating to this type of Notes will be annexed to the relevant Final Terms.*

<b>Section A—Introduction and warning</b>		
A.1	Warning	<p>This summary must be read as an introduction to the base prospectus dated 18 May 2017 which received visa No. 17-209 from the <i>Autorité des marchés financiers</i> (the "<b>AMF</b>") on 18 May 2017 (the "<b>Base Prospectus</b>") relating to the €40,000,000,000 Euro Medium Term Note Programme (the "<b>Programme</b>") of BPCE SFH (the "<b>Issuer</b>"). Any decision to invest in the notes to be issued under the Programme (the "<b>Notes</b>") should be based on a thorough review by any investor of the Base Prospectus, any supplement related thereto, including all documents incorporated by reference therein and, if any, the final terms (the "<b>Final Terms</b>") with respect to the relevant tranches of Notes (together the "<b>Prospectus</b>").</p> <p>Where a claim relating to information contained or incorporated by reference in the Prospectus is brought before a court of the European Economic Area (the "<b>EEA</b>"), the plaintiff may, under the national legislation of the member State (a "<b>Member State</b>") where the case is brought, be required to bear the costs of translating the Prospectus before the legal proceedings are initiated.</p> <p>No civil liabilities attaches to those persons who have tabled the summary, including any translation thereof, except if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus (including all documents incorporated by reference therein) or if it does not provide, when read together with the other parts of the Prospectus (including all documents incorporated by reference therein), key information in order to aid investors when considering whether to invest in the Notes.</p>
A.2	Consent by the Issuer for the use of the Prospectus	<p>Certain tranches of 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 "<b>Non-exempt Offer</b>") under Directive 2003/71/EC of the European Parliament and of the Council dated 4 November 2003, as amended (the "<b>Prospectus Directive</b>").</p> <p>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 and the relevant Final Terms (together, the "<b>Prospectus</b>") in connection with a Non-exempt Offer of any Notes in France (the "<b>Public Offer Jurisdiction(s)</b>") during the offer period specified in the relevant Final Terms (the "<b>Offer Period</b>") by:</p>

<b>Section A—Introduction and warning</b>		
		<p>(i) subject to conditions set out in the relevant Final Terms, any financial intermediary authorised to make such offers pursuant to the Markets in Financial Instruments Directive 2004/39/EC dated 21 April 2004, as amended, if applicable specified in the relevant Final Terms; or</p> <p>(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 "<b>Rules</b>"), from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Notes by any person and disclosure to any potential investor; (b) complies with the restrictions set out under "<i>Subscription and Sale</i>" in the Base Prospectus which would apply as if it were a dealer appointed under the Programme (a "<b>Dealer</b>"); (c) ensures that any fee (and any commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Notes is fully and clearly disclosed to investors or potential investors; (d) holds all licences, consents, approvals and permits required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules; (e) retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer(s) and the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer(s) in order to enable the Issuer and/or the relevant Dealer(s) to comply with the Rules relating to anti-money laundering, prevention of corruption and "know your client" applicable to the Issuer and/or the relevant Dealer(s); (f) does not, directly or indirectly, cause the Issuer or the relevant Dealer(s) to breach any Rule or any requirement to obtain or make any filing, authorisation or consent in any jurisdiction; and (g) satisfies any further conditions specified in the relevant Final Terms, (in each case an "<b>Authorised Offeror</b>"). 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 The consent to the use of the Base Prospectus relates to Offer Periods (if any) beginning within twelve (12) months from the date of the approval of the Base Prospectus by the AMF.</p> <p><b>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 BPCE or Natixis or other Authorised Offerors has any responsibility or liability for such information or the consequences of its use by the relevant investors.</b></p>

<b>Section B - Issuer</b>		
B.1	Legal and commercial name of the Issuer	BPCE SFH.
B.2	Domicile and legal form of the Issuer, legislation under	The Issuer was incorporated on 26 December 2007, initially incorporated under the name GCE ODE 007 and now registered under the name BPCE SFH, as a French <i>société anonyme à conseil d'administration</i> .

<b>Section B - Issuer</b>																							
	which the Issuer operates and its country of incorporation	<p>The Issuer is governed by:</p> <p>(a) the French Commercial Code (<i>Code de commerce</i>); and</p> <p>(b) the French Monetary and Financial Code (<i>Code monétaire et financier</i>).</p> <p>The Issuer's registered office and principal place of business is located at 50 avenue Pierre Mendès France, 75013 Paris.</p>																					
B.4b	Description of any known trends affecting the Issuer and the industries in which it operates	<p>BPCE SFH, as issuer of <i>obligations de financement de l'habitat</i>, operates on the covered bond market. This market has shown strong resilience during the last crises. In 2016, primary volumes of Euro covered bonds were well below that of 2015. In addition, there is uncertainty in 2017 regarding the European Central Bank's purchase programme (CBPP3) duration which helped in the past the raising of the overall volume of Euro covered bonds.</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>																					
B.5	Description of the Issuer's group and the Issuer's position within the group	<p>The Issuer is a member of the BPCE group. BPCE was created by French law No. 2009-715 dated 18 June 2009, as a central body (<i>organe central</i>) of BPCE group, which was found through the combination of the two French mutual banking groups that are Groupe Caisse d'Epargne and Groupe Banque Populaire. On the date of the Base Prospectus, ninety-nine per cent. (99.99%) of the Issuer's share capital is held by BPCE.</p>																					
B.9	Figure of profit forecast or estimate (if any)	Not applicable. The Issuer does not provide any figure of profit forecast or estimate.																					
B.10	Description of the nature of any qualifications in the audit report on the historical financial information	<p>The statutory auditors' reports related to the financial statements of the Issuer for the fiscal year ended respectively 31 December 2016 and 31 December 2015 do not contain any qualifications.</p>																					
B.12	Selected financial information	<p>The following tables show the key figures related to the income statement and balance sheet of the Issuer as at 31 December 2016 and 31 December 2015:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Balance sheet</i></th> <th style="text-align: right;"><b>31/12/2015</b></th> <th style="text-align: right;"><b>31/12/2016</b></th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;"><i>(in thousands of euros)</i></td> </tr> <tr> <td>Receivables due from credit institutions</td> <td style="text-align: right;">27,057,644</td> <td style="text-align: right;">22,639,089</td> </tr> <tr> <td>Bonds and other fixed assets</td> <td style="text-align: right;">617,099</td> <td style="text-align: right;">416,535</td> </tr> <tr> <td><b>Total assets</b></td> <td style="text-align: right;"><b>27,881,003</b></td> <td style="text-align: right;"><b>23,224,194</b></td> </tr> <tr> <td>Debt securities</td> <td style="text-align: right;">24,337,429</td> <td style="text-align: right;">21,113,948</td> </tr> <tr> <td>Shareholder's equity (before "FRBG")</td> <td style="text-align: right;">635,231</td> <td style="text-align: right;">641,394</td> </tr> </tbody> </table>	<i>Balance sheet</i>	<b>31/12/2015</b>	<b>31/12/2016</b>	<i>(in thousands of euros)</i>			Receivables due from credit institutions	27,057,644	22,639,089	Bonds and other fixed assets	617,099	416,535	<b>Total assets</b>	<b>27,881,003</b>	<b>23,224,194</b>	Debt securities	24,337,429	21,113,948	Shareholder's equity (before "FRBG")	635,231	641,394
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<b>Section B - Issuer</b>																													
		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Total liabilities</td> <td style="width: 20%; text-align: right;">27,881,003</td> <td style="width: 20%; text-align: right;">23,224,194</td> </tr> <tr> <td colspan="3"><hr/></td> </tr> <tr> <td><b><i>Income statement</i></b></td> <td style="text-align: right;"><b>31/12/2015</b></td> <td style="text-align: right;"><b>31/12/2016</b></td> </tr> <tr> <td colspan="3"><i>(in thousands of euros)</i></td> </tr> <tr> <td>Net banking income</td> <td style="text-align: right;">18,222</td> <td style="text-align: right;">13,239</td> </tr> <tr> <td>Gross operating income</td> <td style="text-align: right;">15,170</td> <td style="text-align: right;">10,006</td> </tr> <tr> <td>Operating income</td> <td style="text-align: right;">15,170</td> <td style="text-align: right;">10,006</td> </tr> <tr> <td>Income before tax</td> <td style="text-align: right;">15,170</td> <td style="text-align: right;">10,006</td> </tr> <tr> <td><b>Net income</b></td> <td style="text-align: right;"><b>9,208</b></td> <td style="text-align: right;"><b>6,163</b></td> </tr> </table> <p>There has been no material adverse change in the prospects of the Issuer since 31 December 2016.</p> <p>There has been no significant change in the financial or trading position of the Issuer since 31 December 2016.</p>	Total liabilities	27,881,003	23,224,194	<hr/>			<b><i>Income statement</i></b>	<b>31/12/2015</b>	<b>31/12/2016</b>	<i>(in thousands of euros)</i>			Net banking income	18,222	13,239	Gross operating income	15,170	10,006	Operating income	15,170	10,006	Income before tax	15,170	10,006	<b>Net income</b>	<b>9,208</b>	<b>6,163</b>
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B.13	Description of any recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency	Not applicable. There is no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.																											
B.14	Statement as to whether the Issuer is dependent upon other entities within the group	<p>The Issuer is a subsidiary of BPCE, the central body (<i>organe central</i>) of the BPCE group which is the group constituted by the members of the Banques Populaires network, as defined in Article L.512-11 of the French monetary and financial code (<i>Code monétaire et financier</i>) and the Caisses d'Epargne network as defined in Article L.512-86 of the French monetary and financial code (<i>Code monétaire et financier</i>). As such, the Issuer is dependent upon other entities of the BPCE group.</p> <p>The Issuer relies on third parties who have agreed to perform services for the Issuer. In particular, the Issuer relies on BPCE for:</p> <ul style="list-style-type: none"> <li>- the management and recovery referred to in Article L.513-15 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>), in accordance with the Management and Recovery Agreement;</li> <li>- providing the Issuer with certain services in connection with the administrative, logistic, tax, accounting and regulatory treatment, the internal control and the legal assistance of the Issuer, in accordance with the Administrative Services Agreement;</li> <li>- the origination and monitoring of the Home Loans granted as Collateral Security</li> <li>- the opening and operation of certain of its bank accounts.</li> </ul> <p>The Issuer is also exposed to the credit risk of BPCE, the Banques Populaires network and the Caisses d'Epargne network as Borrowers under the Borrower Loans granted by the Issuer and as Guarantors (except for BPCE) under the Credit Facility (as defined below).</p> <p>"<b>Borrowers</b>" means BPCE and certain Banques Populaires and Caisses d'Epargne et de Prévoyance. Each Banque Populaire and Caisse d'Epargne et de Prévoyance is a shareholder of BPCE.</p>																											

Section B - Issuer		
		<p><b>"Borrower Loans"</b> means the Borrowers' indebtedness outstanding from time to time under the Credit Facility.</p> <p><b>"Credit Facility"</b> means a multicurrency revolving loan facility which shall be made available by the Issuer to the Borrowers.</p>
B.15	Description of the Issuer's principal activities	<p>In accordance with Article L.513-28 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>) which defines the exclusive purpose of the <i>sociétés de financement de l'habitat</i> and with article 4 of its by-laws, the Issuer's exclusive purpose consists of carrying out the activities and operations below, whether in France or abroad:</p> <ul style="list-style-type: none"> <li>(i) credit operations and assimilated operations within the terms set forth by regulations applicable to <i>sociétés de financement de l'habitat</i> and within the limits of its license;</li> <li>(ii) financing operations within the terms set forth by regulations applicable to <i>sociétés de financement de l'habitat</i> by means of issuance of <i>obligations de financement de l'habitat</i> or any other resources in accordance with the regulations applicable to <i>sociétés de financement de l'habitat</i>; and</li> <li>(i) the Issuer may perform any operations a <i>société de financement de l'habitat</i> is allowed to perform or may be allowed to perform in the future, pursuant to the applicable laws and regulations, and generally any operations participating to the realisation of its corporate purpose, as long as such operations comply with the exclusive purpose of the <i>sociétés de financement de l'habitat</i> as provided for by the applicable laws and regulations.</li> </ul> <p>Structure Diagram:</p> <pre> graph TD     NH[Noteholders] -- "Subscription Proceeds" --&gt; I[Issuer]     I -- "Notes" --&gt; NH     I -- "Borrower Loans" --&gt; B[BPCE Borrower]     I -- "Borrower Loans" --&gt; CG[Caisses d'Epargne Banques Populaires Others Borrowers/Guarantors]     B -- "Administrative Services" --&gt; I     CG -- "Collateral Security Assets" --&gt; I     I -- "Management and Recovery" --&gt; B   </pre> <p>Under the Programme, the Issuer may from time to time issue notes to be subscribed by the Noteholders.</p> <p>The proceeds of such Notes will be used by the Issuer, as lender, to fund advances which shall be made available to the Borrowers under the Credit Facility.</p> <p>In order to secure the full and timely payment of any and all Secured Liabilities, each Guarantor agrees to grant as collateral security (<i>remettre en garantie</i>) for the benefit of the Issuer, as lender, certain eligible assets.</p> <p>In addition, BPCE SFH has appointed BPCE as its agent (i) to perform the missions of management and recovery referred to in Article L.513-15 of the French Monetary and Financial Code (<i>Code monétaire et</i></p>

Section B - Issuer		
		<i>financier</i> ) and (ii) to provide the Issuer with certain services in connection with the administrative, logistic, tax, accounting and regulatory treatment, the internal control and the legal assistance of the Issuer and the exercise of certain of its rights and the performance of certain of its obligations under the Programme.
B.16	To the extent known to the Issuer, whether the Issuer is directly or indirectly owned or controlled and by whom, and nature of such control	On the date of the Base Prospectus, ninety-nine per cent. (99.99%) of the Issuer's share capital is held by BPCE.
B.17	Credit ratings assigned to the Issuer or its debt securities	The Programme has been rated Aaa by Moody's Investors Service Ltd (" <b>Moody's</b> ") and AAA by Standard & Poor's Credit Market Services Europe Limited, a division of S&P Global, Inc. (" <b>S&amp;P</b> "). It is expected that the Notes issued under the Programme will be rated Aaa by Moody's and AAA by S&P.

Section C - Securities		
C.1	Description of the type and the class of the securities being offered and/or admitted to trading, including any security identification number	<p>The French law Notes will be <i>Obligations de Financement de l'Habitat</i> within the meaning of Article L.513-30-I of the French Monetary and Financial Code (<i>Code monétaire et financier</i>).</p> <p>The Notes will be issued in series (each a "<b>Series</b>") having one (1) or more issue dates and on terms otherwise identical (or identical save for the first payment of interest), the Notes of each Series being intended to be fungible with all other Notes of that Series.</p> <p>Each Series may be issued in tranches (each a "<b>Tranche</b>") on the same or different issue dates.</p> <p>The specific terms of each Tranche will be determined by the Issuer and the relevant Dealer(s) at the time of the issue and will be set out in the relevant Final Terms.</p> <p><b>Form of the Notes</b></p> <p>The French law Notes will be issued in either dematerialised form ("<b>Dematerialised Notes</b>") or materialised form ("<b>Materialised Notes</b>").</p> <p>Dematerialised Notes may, at the option of the Issuer, be issued in bearer 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 registered form (<i>au nominatif administré</i>). No physical document of title will be issued in respect of Dematerialised Notes.</p> <p>Materialised Notes will be issued in bearer form only. A temporary global certificate will initially be issued in respect of each Tranche of Materialised Notes. Materialised Notes may only be issued outside France.</p> <p><b>Clearing Systems</b></p> <p>Euroclear France as central depository in relation to Dematerialised Notes and, in relation to Materialised Notes, Clearstream, Luxembourg and Euroclear or any other clearing system that may be agreed between the Issuer, the fiscal agent and the relevant Dealer(s).</p> <p><b>Security Identification Number</b></p>

<b>Section C - Securities</b>		
		The international security identification number (ISIN) of the Notes will be set out in the relevant Final Terms.
C.2	Currency of the securities issue	Subject to the hedging strategy and to compliance with all relevant laws, regulations and directives, the Notes may be issued in Euro, U.S. Dollars, Japanese Yen, Swiss Francs or in any currency as may be agreed between the Issuer and the relevant Dealer(s) as set out in the relevant Final Terms.
C.5	Description of any restrictions on the free transferability of the securities	There is no restriction on the free transferability of Notes (subject to selling restrictions which may apply in certain jurisdictions).
C.8	Description of the rights attached to the securities, including ranking and limitations to those rights	<p><b><i>Status of Notes</i></b></p> <p>The Notes are issued under Articles L.513-28 to L.513-33 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>). Noteholders benefit from the <i>Privilège</i> created by Article L.513-11 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>).</p> <p>The Notes and, where applicable, any related receipts and coupons, will constitute direct, unconditional and privileged obligations of the Issuer (as described above) and will rank <i>pari passu</i> and without 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 <i>Privilège</i> created by Article L.513-11 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>).</p> <p><b><i>Denominations</i></b></p> <p>The Notes shall be issued in the specified denomination(s) set out in the relevant Final Terms, save that the minimum denomination of the Notes will be, if the Notes are denominated in a currency other than euro, the amount in such currency 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>Dematerialised Notes of a particular Series shall be issued in one (1) denomination only.</p> <p><b><i>Taxation</i></b></p> <p>All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.</p> <p>If French law should require that payments of principal or interest in respect of any Note, or any receipt or coupon relating thereto, be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, the Issuer will not be required to pay any additional amounts.</p> <p><b><i>No events of default; no cross default</i></b></p> <p><b><i>Governing Law</i></b></p> <p>The French law Notes and any receipt, coupon and talon relating thereto will be governed by, and shall be construed in accordance with, French law.</p>

**Section C - Securities**

<p>C.9</p>	<ul style="list-style-type: none"> <li>- Nominal interest rate</li>   <li>- Date from which interest becomes payable and due dates for interest</li>   <li>- Where rate is not fixed, description of the underlying on which it is based</li>   <li>- Maturity date and arrangements for amortisation of the loan, including the repayment procedures</li>   <li>- Indication of yield</li>   <li>- Name of representative of</li> </ul>	<p><b><i>Nominal Interest Rate</i></b></p> <p>The Notes may be fixed rate notes, floating rate notes, fixed/floating rate notes, fixed/fixed rate notes, floating/floating rate notes or zero coupon notes.</p> <p><b><i>Date from which interest becomes payable and due dates thereof</i></b></p> <p>Such dates will be specified in the relevant Final Terms.</p> <p><b><i>Description of the underlying for floating rate Notes</i></b></p> <p>Floating rate Notes will bear interest determined separately for each Series as follows:</p> <ul style="list-style-type: none"> <li>(a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant specified currency governed by the 2013 FBF Master Agreement relating to transactions on forward financial instruments as supplemented by the Technical Schedules, as published by the <i>Fédération Bancaire Française</i> (FBF); or</li> <li>(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 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc; or</li> <li>(c) on the basis of a relevant rate appearing on an agreed screen page of a commercial quotation service (including, without limitation, EURIBOR, EONIA, LIBOR, CMS);</li> </ul> <p>in each case plus or minus any applicable margin, if any, and calculated and payable as indicated in the relevant Final Terms. Floating rate Notes may also have a maximum rate of interest, a minimum rate of interest or both.</p> <p><b><i>Redemption</i></b></p> <p><b><i>Redemption at final maturity</i></b></p> <p>Unless previously redeemed or purchased and cancelled pursuant to any Issuer's or Noteholders' option, each Note shall be finally redeemed on the final maturity date 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 Notes in accordance with the Conditions, each such Notes being referred to as Notes with soft bullet maturity.</p> <p><b><i>Early Redemption</i></b></p> <p>The Notes may not be redeemed at the option of the Issuer for tax reasons.</p> <p>The relevant Final Terms will indicate whether the Notes may be redeemed before their stated maturity at the option of the Issuer and/or the Noteholders, or for illegality.</p> <p><b><i>Indication of Yield</i></b></p> <p>An indication of yield for fixed rate Notes will be specified in the relevant Final Terms. The yield of fixed rate Notes is calculated at the issue date of such fixed rate Notes on the basis of the issue price. It is not an indication of future yield.</p> <p><b><i>Representation of Noteholders</i></b></p> <p>Holder of Notes will, in respect of all Tranches in any Series, be</p>
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<b>Section C - Securities</b>		
	debt security holders	grouped automatically for the defence of their common interests in a <i>masse</i> (in each case, the " <i>Masse</i> ").  The <i>Masse</i> will be a separate legal entity and will act in part through a representative and in part through a general meeting of the Noteholders.
C.10	If the security has a derivative component in the interest payment, explanation of the impact of the value of underlying instrument(s) on the investment of the investors	Not applicable. Payments of interest on the Notes shall not involve any derivative component.
C.11	Whether the securities offered are or will be the object of an application for admission to trading, with a view to their distribution in a Regulated Market or other equivalent markets with indication of the markets in question	Application may be made to Euronext Paris for the Notes issued under the Programme for the period of twelve (12) months from the date of the Base Prospectus to be admitted to trading on Euronext Paris and/or to the competent authority of any other Member State of the EEA for the Notes issued under the Programme to be listed and/or admitted to trading on a Regulated Market (as defined below) in such Member State.  Notes which are not listed and/or admitted to trading on a Regulated Market may also be listed and/or admitted to trading on an alternative stock exchange or may not be listed or admitted to trading at all. The relevant Final Terms will specify whether or not such Notes will be listed and/or admitted to trading and, if so, the relevant Regulated Market where the Notes will be listed and/or admitted to trading.  " <b>Regulated Market</b> " means a regulated market situated in a Member State of the EEA as defined in Directive 2004/39/EC of the European Parliament and of the Council dated 21 April 2004, as amended, appearing on the list of regulated markets issued by the European Securities and Markets Authority.
C.21	Indication of the market where the securities will be traded and for which a Prospectus has been published	See Section C.11 above.

<b>Section D—Risks</b>		
D.2	Key information on the key risks that are specific to the Issuer	<b><i>Prospective investors should also read the detailed information set out in the Base Prospectus (including any documents deemed to be incorporated by reference therein) and make their own opinion about risk factors prior to making any investment decision.</i></b>  Risks relating to the Issuer may include the following:  (i) sole liability of the Issuer under the Notes: the Issuer is the only entity which has obligations to pay principal and interest in respect of the 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 party providing services to the Issuer under the Programme documents 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 Notes may be affected.  (iii) modification, alteration or amendment without Noteholders prior

#### Section D—Risks

consent: all Programme documents other than the terms and conditions of the French law Notes may be amended, modified, altered or supplemented without the prior consent of the Noteholders. The terms and conditions of the French law Notes may be amended, modified, altered or supplemented without the prior consent of the Noteholders, except if required by French laws and regulations.

(iv) other activities of the Issuer: the Issuer may, without the prior consent of the Noteholders, chose to enter into transactions other than those provided for in the Programme documents and resort to resources other than the Notes, which could adversely affect the financial position of the Issuer, provided that, as a *société de financement de l'habitat*, the types of activities which the Issuer may undertake are limited by law and that, under the Credit Facility and Collateral Framework Agreement, the Issuer has undertaken *vis-à-vis* the Borrowers and the Guarantors that the entering into such other transactions and issuance of such other resources will be subject to a prior rating confirmation from the rating agencies.

(v) substitution risk: in the event of certain circumstances described in the Programme documents, leading to the substitution of one (1) or more of the parties to the Programme documents, no assurance can be given that a substitute entity will be found.

(vi) certain conflicts of interests: conflicts of interest may arise during the life of the Programme as a result of various factors involving certain parties to the Programme documents.

(vii) insolvency and examinership laws in France: the Issuer, as a *société anonyme* incorporated in France, is subject to French laws and proceedings affecting creditors. However, the Issuer is a *société de financement de l'habitat* and as such benefits from specific provisions deviating from standard French insolvency law provisions. Furthermore, the French monetary and financial Code (*Code monétaire et financier*) contains specific provisions applicable in case of the opening of an insolvency proceeding of a credit institution (*établissement de crédit*).

(viii) fluctuation of the value of substitution assets: available funds standing to the credit of the accounts of the Issuer shall be invested in substitution assets. The value of such substitution assets may fluctuate depending on the financial markets and the Issuer may be exposed to a credit risk in relation to the issuers of such substitution assets.

(ix) Bank Resolution and Recovery Directive: the powers set out in the bank recovery and resolution directive (the "**BRRD**") impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. In particular, potential investors in the Notes should consider the risk that a holder may lose all or a part of its investment, including the principal and any interests, if such or any similar bail-in tool is used. The exercise of any power under the BRRD or any suggestion of such exercise could, therefore, materially adversely affect the rights of holders of Notes, the price or value of their investment in any Notes and/or the ability of the Issuer to satisfy its obligations under any Notes.

(x) application of the United States Foreign Account Tax Compliance Act withholding risk to the Issuer: should a FATCA withholding tax apply, it is possible that Noteholders may receive less interest or principal than initially anticipated.

(xi) implementation of a future European financial transaction tax: the European Commission has adopted a proposal for a Council 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 Notes to a

<b>Section D—Risks</b>		
		<p>financial transaction tax. Such proposed directive is still being discussed. 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 Notes and the liquidity of the market for the Notes may be diminished.</p> <p>(xii) liquidity risk: the Issuer is exposed to liquidity risks, which are mitigated by legal and regulatory provisions.</p>
D.3	Key information on the key risks that are specific to the securities	<p>Risks relating to the Notes may include the following:</p> <p><b>Risks relating to the Notes</b></p> <p><i>General risks related to the Notes</i></p> <p>(i) the 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 Notes in light of its own circumstances;</p> <p>(ii) the terms and conditions of the Notes may be modified: the terms and conditions of the Notes may be subject to amendments approved in a general meeting by a defined majority of Noteholders, binding all Noteholders including Noteholders who did not attend and vote at the relevant general meeting and Noteholders who voted in a manner contrary to the majority;</p> <p>(iii) change of law: the laws and regulations applicable to the Notes may be amended;</p> <p>(iv) taxation considerations: the 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 Notes are transferred or other jurisdictions; and</p> <p>(v) the absence of gross-up provision in case of withholding taxes: if French law should require that any payments in respect of any Note be subject to deduction or withholding in respect of any taxes or duties whatsoever, the Issuer will not pay any additional amounts and such Notes may not be redeemed early.</p> <p>(vi) market value of the Notes: the market value of the Notes will be affected by the creditworthiness of the Borrower and of the Issuer and a number of additional factors.</p> <p><i>Risks related to the structure of a particular issue of Notes</i></p> <p>(i) the Notes may be subject to optional redemption by the Issuer which may impact their market value;</p> <p>(ii) soft bullet maturity Notes may be redeemed after their final maturity date;</p> <p>(iii) the Notes may be issued with particular features of interest rates, including (a) fixed rate interest (in such case, subsequent changes in market interest rates may adversely affect the value of such Notes), (b) floating rate interest (the market value of floating rate Notes may be volatile) and (c) fixed/floating rate interest, fixed/fixed rate interest or floating/floating rate interest (the Issuer's ability to convert the interest rate may affect the secondary market and the market value of such Notes);</p> <p>(iv) zero coupon notes may be subject to higher price fluctuations than non-discounted notes;</p> <p>(v) Notes issued at a substantial discount or premium from their principal</p>

<b>Section D—Risks</b>		
		<p>amount: the market values of such Notes tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities;</p> <p>(vi) ratings of the Notes and rating confirmation: independent rating agencies may assign a rating to Notes issued under this Programme. Such rating does not reflect the potential impact of the risk factors that may affect the value of the Notes issued under this Programme;</p> <p>(vii) implementation of CRD IV package: implementation into French law of the capital requirements directive and regulations has brought about many substantial changes to the current system of capital requirements, prudential oversight and risk-management systems, including those of the Issuer, which could affect the risk weighting of the Notes in respect of certain investors should those investors be subject to these directives. In addition, the Issuer may operate in businesses that are less profitable in complying with the new regulations; and</p> <p>(viii) forecasts and estimates: actual results might differ from the projections resulting from forecasts and estimates and such differences might be significant.</p> <p><b>Risks related to the market generally</b></p> <p>(i) an active trading market for the Notes may not develop: an active market for the Notes may not develop or be sustained and investors may not be in a position to easily sell their 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>(ii) exchange rate risks and exchange controls: the Issuer pays the principal and interest on the Notes in the currency specified in the relevant Final Terms. 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 Notes; and</p> <p>(iii) legal investment considerations: investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities that should be taken into account by such investors before investing in the Notes.</p>

<b>Section E—Offer</b>		
E.2b	Reasons for the offer and use of proceeds when different from making profit and/or hedging certain risks	<p>Unless otherwise specified in the relevant Final Terms, the net proceeds from each issue of Notes will be used to fund Borrower Loans (as defined below) under the Credit Facility (as defined below) to be made available by the Issuer to the Borrowers (as defined below) and, as the case may be, BPCE. Each Borrower shall apply all amounts borrowed by it under the Credit Facility <i>inter alia</i> for the refinancing of its residential loans activity.</p>
E.3	Description of the terms and conditions of the offer	<p>Notes may be offered to the public in France and/or in any other Member State of the EEA which shall be specified in the relevant Final Terms (provided the Issuer has requested the AMF 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).</p> <p>The offer and sale of Notes may be subject to selling restrictions notably in the following jurisdictions: Japan, the United States of America and the EEA, including France, Italy, Germany and the United Kingdom.</p> <p>Other than as set out in section A.2 above, neither the Issuer nor any of</p>

<b>Section E—Offer</b>		
		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 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.
E.4	Description of any interest that is material to the issue/offer including conflicting interests	Conflicts of interest may arise during the life of the Programme as a result of various factors, including because (i) BPCE acts in several capacities, (ii) the parties and/or any respective affiliates may operate, service, acquire or sell properties, or finance loans secured by properties, which are in the same markets as the Home Loans and (iii) the Notes may be distributed by institutions related to BPCE group. The relevant Final Terms will specify whether any person involved in the offer of the Notes has an interest material to the offer.
E.7	Estimated expenses charged to the investor by the Issuer or the offeror	The estimated expenses charged to the investor by the Issuer will be specified in the relevant Final Terms.

## RESUME DU PROGRAMME

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".

Le présent résumé est fourni pour les besoins de l'émission par l'Emetteur de Titres 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 Titres 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 résumé spécifique à l'émission relatif à ces types de Titres sera annexé aux Conditions Définitives concernées.

Section A — Introduction et avertissements		
A.1	Avertissements	<p>Ce résumé doit être lu comme une introduction au prospectus de base en date du 18 mai 2017, ayant reçu le visa n°17-209 de l'Autorité des marchés financiers (l'"<b>AMF</b>") le 18 mai 2017 (le "<b>Prospectus de Base</b>") relatif au programme d'émission de titres (<i>Euro Medium Term Notes</i>) de 40.000.000.000 euros (le "<b>Programme</b>") de BPCE SFH (l'"<b>Emetteur</b>"). Toute décision d'investir dans les titres qui seront émis dans le cadre du Programme (les "<b>Titres</b>") doit être fondée sur un examen exhaustif du Prospectus de Base, tous suppléments y afférents, y compris l'ensemble des documents qui y sont incorporés par référence, et le cas échéant, les conditions définitives (les "<b>Conditions Définitives</b>") relatives aux tranches de Titres concernés (ensemble le "<b>Prospectus</b>").</p> <p>Lorsqu'une action concernant l'information contenue ou incorporée par référence dans le Prospectus est intentée devant un tribunal de l'Espace Economique Européen (l'"<b>EEE</b>"), le plaignant peut, selon la législation nationale de l'Etat membre (un "<b>Etat Membre</b>") dans lequel l'action est intentée, avoir à supporter les frais de traduction du Prospectus avant le début de toute procédure judiciaire.</p> <p>Aucune responsabilité civile ne pourra être engagée contre toute personne ayant présenté le résumé y compris toute traduction y afférente, sauf à ce que le contenu du résumé ne soit trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus (y compris l'ensemble des documents qui y sont incorporés par référence) ou s'il ne fournit pas, lu en combinaison avec les autres parties du Prospectus (y compris l'ensemble des documents qui y sont incorporés par référence), les informations clés permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans les Titres.</p>
A.2	Consentement de l'Emetteur à l'utilisation du Prospectus	<p>Certaines tranches de Titres ayant une valeur nominale inférieure à 100.000 euros (ou la contre-valeur de ce montant dans toute autre devise à la date d'émission) peuvent être offertes dans des circonstances où il n'existe pas de dispense à l'obligation de publier un prospectus (une "<b>Offre Non-Exemptée</b>") en vertu de la Directive 2003/71/CE du Parlement Européen et du Conseil en date du 4 novembre 2003, telle que modifiée (la "<b>Directive Prospectus</b>").</p> <p>Dans le cadre d'une Offre Non-exemptée, l'Emetteur peut consentir, si cela</p>

<b>Section A — Introduction et avertissements</b>		
		<p>est indiqué dans les Conditions Définitives concernées, à l'utilisation du Prospectus et des Conditions Définitives concernées (ensemble le "<b>Prospectus</b>"), en relation avec une Offre Non-exemptée de Titres en France (le(s) "<b>Pays de l'Offre au Public</b>"), durant la période d'offre indiquée dans les Conditions Définitives (la "<b>Période d'Offre</b>"), par :</p> <p>(i) sous réserve des conditions mentionnées dans les Conditions Définitives, tout intermédiaire financier autorisé à faire ce type d'offre en application de la Directive 2004/39/CE sur les marchés d'instruments financiers du 21 avril 2004, tel que modifiée; ou</p> <p>(ii) tel qu'indiqué dans les Conditions Définitives concernées, tout intermédiaire financier qui satisfait aux condition suivantes : (a) agit conformément aux lois, règles, réglementation et recommandations provenant des autorités de regulation compétentes (les "<b>Règles</b>"), incluant, sans limitation, les Règles relatives à la fois à la pertinence et à l'adéquation de tout investissement dans les Titres par toute personne et la divulgation à tout investisseur potential; (b) respecte les restrictions mentionnées dans la partie "Souscription et Vente" du Prospectus de Base qui lui serait applicable comme s'il était un agent placeur nommé dans le cadre du Programme (un "<b>Agent Placeur</b>"); (c) s'assurer que tout frais (et toute commission ou bénéfices de toute sorte) reçu ou payé par cet intermédiaire financier en relation avec l'offre ou la vente de Titres est indiqué aux investisseurs ou investisseurs potentiels de façon claire et exhaustive; (d) détient toutes les licences, consentements, approbations et permis requis en lien avec la sollicitation d'intérêts dans, ou les offres ou les ventes des Titres conformément aux Règles; (e) conserve des registres d'identification des investisseurs pour au moins la période minimum requise sous les Règles applicables, et, si cela est demandé, rend ces registres disponibles au(x) Distributeur(s) concerné(s) et à l'Emetteur ou directement aux autorités appropriées et compétentes pour l'Emetteur et/ou le(s) Distributeur(s) concerné(s) afin de permettre à l'Emetteur et/ou au(x) Distributeur(s) concerné(s) de se conformer aux Règles relatives à la lutte contre le blanchiment d'argent, la prévention de la corruption et à la "connaissance du client", qui s'appliquent à l'Emetteur et/ou au(x) Distributeur(s) concerné(s); (f) n'entraîne pas, directement ou indirectement, la rupture par l'Emetteur et/ou le(s) Distributeur(s) concerné(s) de toute Règle ou toute requête pour obtenir ou faire tout dépôt, obtenir une autorisation ou un accord dans toute juridiction; et (g) remplit toute condition supplémentaire précisée dans les Conditions Définitives, (dans chaque cas un "<b>Offrant Autorisé</b>"). Afin d'éviter toute ambiguïté, ni les Agents Placeurs ni l'Emetteur, n'ont l'obligation de s'assurer qu'un Offrant Autorisé se conforme aux lois et réglementation applicables et n'assume aucune responsabilité à cet égard.</p> <p>Le consentement à l'utilisation du Prospectus de Base est donné pour les Périodes d'Offre (le cas échéant) débutant dans les douze (12) mois à partir de la date de visa du Prospectus de Base par l'AMF.</p> <p><b>Les Modalités de l'Offre Non-exemptée devront être communiquées aux investisseurs par l'Offrant Autorisé au moment de l'Offre Non-exemptée. Ni l'Emetteur ni BPCE ou Natixis ou d'autres Offrants Autorisés ne sont responsables de cette information ou des conséquences de son utilisation par les investisseurs concernés.</b></p>

<b>Section B — Emetteur</b>		
B.1	Raison sociale et nom	BPCE SFH.

<b>Section B — Emetteur</b>											
	commercial de l'Emetteur										
B.2	Siège social et forme juridique de l'Emetteur, législation régissant ses activités ainsi que son pays d'origine	<p>L'Emetteur a été immatriculé le 26 décembre 2007, initialement sous le nom GCE ODE 007 et aujourd'hui sous le nom BPCE SFH, en tant que société anonyme à conseil d'administration de droit français.</p> <p>L'Emetteur est régi par :</p> <p>(a) le Code de commerce ; et</p> <p>(b) le Code monétaire et financier.</p> <p>Le siège social de l'Emetteur et son établissement principal sont situés au 50 avenue Pierre Mendès France, 75013 Paris.</p>									
B.4b	Description de toute tendance connue ayant des répercussions sur l'Emetteur et ses secteurs d'activité	<p>BPCE SFH, en tant qu'émetteur d'obligations de financement de l'habitat intervient sur le marché des obligations sécurisées. Ce marché a montré une forte résilience au travers des différentes crises passées. En 2016, les volumes d'émissions sur le marché primaire Euro-benchmark furent bien inférieurs par rapport à 2015. Par ailleurs, il existe des incertitudes en 2017 concernant la durée du programme d'achat de la Banque Centrale Européenne (CBPP3) qui contribua à l'augmentation du volume des obligations sécurisées en euro.</p> <p>De plus, la législation et la réglementation applicables aux institutions financières et 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>									
B.5	Description du groupe de l'Emetteur et de la place qu'y occupe l'Emetteur	L'Emetteur est un membre du groupe BPCE. BPCE a été créé par la loi n°2009-715 en date du 18 juin 2009, en tant qu'organe central du groupe BPCE, issu de la fusion de deux groupes bancaires coopératifs français que sont Groupe Caisse d'Epargne et Groupe Banque Populaire. A la date du Prospectus de Base, quatre-vingt dix neuf pour cent (99,99%) du capital social de l'Emetteur est détenu par BPCE.									
B.9	Prévision ou estimation du bénéfice et, le cas échéant, montant	Sans objet. L'Emetteur ne fournit aucun chiffre relatif à une prévision ou estimation de bénéfice.									
B.10	Description de la nature des éventuelles réserves sur les informations historiques contenues dans le rapport d'audit	Les rapports des commissaires aux comptes relatifs aux comptes sociaux des exercices clos respectivement au 31 décembre 2016 et au 31 décembre 2015 ne contiennent aucune réserve.									
B.12	Informations financières historiques sélectionnées	<p>Les tableaux ci-dessous indiquent les chiffres clés relatifs au compte de résultat et au bilan de l'Emetteur au 31 décembre 2016 et 31 décembre 2015 :</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i><b>Bilan</b></i></th> <th style="text-align: right;"><b>31/12/2015</b></th> <th style="text-align: right;"><b>31/12/2016</b></th> </tr> </thead> <tbody> <tr> <td style="text-align: left;"><i>(en milliers d'euros)</i></td> <td></td> <td></td> </tr> <tr> <td style="text-align: left;">Créances sur les établissements</td> <td></td> <td></td> </tr> </tbody> </table>	<i><b>Bilan</b></i>	<b>31/12/2015</b>	<b>31/12/2016</b>	<i>(en milliers d'euros)</i>			Créances sur les établissements		
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<b>Section B — Emetteur</b>																																						
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B.13	Description de tout événement récent propre à l'Emetteur et présentant un intérêt significatif pour l'évaluation de sa solvabilité	Sans objet. Il n'y a pas d'évènement récent propre à l'Emetteur et présentant un intérêt significatif pour l'évaluation de sa solvabilité.																																				
B.14	Déclaration concernant la dépendance de l'Emetteur à l'égard d'autres entités du groupe	<p>L'Emetteur est une filiale de BPCE, l'organe central du groupe BPCE, qui est le groupe constitué par les membres du réseau Banques Populaires, tel que défini par l'article L.512-11 du Code monétaire et financier et du réseau Caisses d'Epargne tel que défini par l'article L.512-86 du Code monétaire et financier. Ainsi, l'Emetteur est dépendant à l'égard d'autres entités du groupe BPCE.</p> <p>L'Emetteur est dépendant de tiers ayant accepté de fournir des services à l'Emetteur. En particulier, l'Emetteur dépend de BPCE pour :</p> <ul style="list-style-type: none"> <li>- la gestion et le recouvrement en application de l'Article L.513-15 du Code monétaire et financier, conformément au contrat de gestion et de recouvrement (<i>Management and Recovery Agreement</i>) ;</li> <li>- fournir à l'Emetteur certains services en relation avec l'administration, la logistique, la fiscalité, le traitement comptable et prudentiel, le contrôle interne et l'assistance juridique de l'Emetteur, conformément au contrat de services administratifs (<i>Administrative Services Agreement</i>) ;</li> <li>- la création et le contrôle des prêts immobiliers remis en garantie ;</li> <li>- l'ouverture et le fonctionnement de certains comptes bancaires.</li> </ul> <p>L'Emetteur est également dépendant de BPCE, des membres du réseau Banques Populaires et des membres du réseau Caisses d'Epargne en tant qu'Emprunteurs au titre des Prêts octroyés par l'Emetteur et en tant que garants (à l'exception de BPCE) conformément au Crédit (<i>Credit Facility</i></p>																																				

<b>Section B — Emetteur</b>		
		<p><i>and Collateral Framework Agreement).</i></p> <p><b>"Crédit"</b> désigne un crédit renouvelable multidevises mis à la disposition des Emprunteurs par l'Emetteur.</p> <p><b>"Emprunteurs"</b> désignent BPCE et certaines Banques Populaires et Caisses d'Epargne et de Prévoyance. Chaque Banque Populaire et Caisse d'Epargne et de Prévoyance est un actionnaire de BPCE.</p> <p><b>"Prêts"</b> désignent l'encours de la dette des Emprunteurs au titre du Crédit.</p>
B.15	Description des principales activités de l'Emetteur	<p>En vertu de l'article L.513-28 du Code monétaire et financier qui définit l'objet exclusif des sociétés de financement de l'habitat et de l'article 4 de ses statuts, l'Emetteur peut, pour la réalisation de son objet, exercer les activités et opérations ci-dessous, tant en France qu'à l'étranger :</p> <p>(i) opérations de crédit et opérations assimilées dans les conditions fixées par la réglementation applicable aux sociétés de financement de l'habitat et dans les limites de son agrément ;</p> <p>(ii) opérations de financement dans les conditions fixées par la réglementation applicable aux sociétés de financement de l'habitat au moyen de l'émission d'obligations de financement de l'habitat ou toutes autres ressources conformément à la réglementation applicable aux sociétés de financement de l'habitat ; et</p> <p>(iii) l'Emetteur peut accomplir toutes opérations qu'une société de financement de l'habitat est autorisée à accomplir, ou serait à l'avenir autorisée à accomplir, conformément aux lois et règlements applicables, et plus généralement toutes opérations concourant à l'accomplissement de son objet social, dès lors que ces opérations sont conformes à l'objet exclusif des sociétés de financement de l'habitat tel que défini par les lois et règlements applicables.</p> <p>Présentation de la structure :</p> <pre> graph TD     Titulaires -- "Obligations" --&gt; Emetteur     Emetteur -- "Produit de l'émission" --&gt; Titulaires     Emetteur -- "Prêts" --&gt; BPCE[BPCE Emprunteur]     Emetteur -- "Prêts" --&gt; Autres[Caisses d'Epargne Banques Populaires Autres Emprunteurs/Garants]     BPCE -- "Gestion et Recouvrement" --&gt; Emetteur     BPCE -- "Services administratifs" --&gt; Emetteur     Autres -- "Actifs donnés en garantie" --&gt; Emetteur   </pre> <p>Dans le cadre du Programme, l'Emetteur peut à tout moment émettre des</p>

<b>Section B — Emetteur</b>		
		<p>Titres qui seront souscrits par les Titulaires.</p> <p>Les revenus de ces Titres seront utilisés par l'Emetteur, en tant que prêteur, pour financer des avances qui seront mises à disposition des Emprunteurs dans le cadre du Crédit.</p> <p>Pour garantir le paiement complet et dans les délais de toutes les Obligations Sécurisées, chaque Garant a accepté de remettre en garantie certain actifs éligibles au bénéfice de l'Emetteur, en tant que prêteur.</p> <p>Par ailleurs, BPCE SFH a nommé BPCE en tant que mandataire (i) pour exécuter les missions de gestion et de recouvrement mentionnés à l'article L.513-15 du Code monétaire et financier et (ii) pour fournir à l'Emetteur certain services relatifs au traitement administratif, logistique, fiscal, comptable ou règlementaire, au contrôle interne et à l'assistance juridique de l'Emetteur et relatifs à l'exercice de certain de ses droits et l'exécution de certaines de ses obligations dans le cadre du Programme.</p>
B.16	Dans la mesure où ces informations sont connues de l'Emetteur, indiquer si celui-ci est détenu ou contrôlé, directement ou indirectement, et par qui; Nature de ce contrôle	A la date du Prospectus de Base, quatre vingt dix neuf pour cent (99,99%) du capital social de l'Emetteur est détenu par BPCE.
B.17	Notation attribuée à l'Emetteur ou à ses titres d'emprunt	Le Programme a été noté Aaa par Moody's Investors Service Ltd (" <b>Moody's</b> ") et AAA par Standard & Poor's Credit Market Services Europe Limited, a division of S&P Global, Inc. (" <b>S&amp;P</b> "). Il est prévu que les Titres émis dans le cadre du Programme soient notés Aaa par Moody's et AAA par S&P.

<b>Section C — Titres</b>		
C.1	Description de la nature et de la catégorie des valeurs mobilières offertes et/ou admises à la négociation et indication de tout numéro d'identification des valeurs mobilières	<p>Les Titres de droit français seront des Obligations de Financement de l'Habitat au sens de l'article L.513-30-I du Code monétaire et financier.</p> <p>Les Titres seront émis par souches (chacune une "<b>Souche</b>"), ayant la même date d'émission ou des dates d'émissions différentes. Les Titres d'une même Souche sont régis par des modalités identiques (à l'exception du premier paiement d'intérêts) et sont fongibles entre eux.</p> <p>Chaque Souche peut être émise par tranches (chacune une "<b>Tranche</b>"), ayant la même date d'émission ou des dates d'émission différentes.</p> <p>Les modalités spécifiques de chaque Tranche seront déterminées par l'Emetteur et l'(les) agent(s) placeur(s) concerné(s) à la date d'émission et seront indiquées dans les Conditions Définitives concernées.</p> <p><b>Forme des Titres</b></p> <p>Les Titres de droit français seront émis sous forme dématérialisée ("<b>Titres Dématérialisés</b>") ou sous forme matérialisée ("<b>Titres Matérialisés</b>").</p> <p>Les Titres Dématérialisés pourront, au gré de l'Emetteur, être émis au porteur ou au nominatif, et dans ce dernier cas, au gré du Titulaire concerné, soit au nominatif pur ou au nominatif administré. Aucun document ne sera émis en représentation des Titres Dématérialisés.</p> <p>Les Titres Matérialisés seront uniquement émis au porteur. Un certificat</p>

<b>Section C — Titres</b>		
		<p>global temporaire sera initialement émis concernant chaque Tranche de Titres Matérialisés. Les Titres Matérialisés seront uniquement émis hors de France.</p> <p><b>Systemes de Compensation</b></p> <p>Euroclear France en tant que dépositaire central s'agissant des Titres Dématérialisés et, s'agissant des Titres Matérialisés, Clearstream, Luxembourg et Euroclear ou tout autre système de compensation convenu entre l'Emetteur, l'agent financier et l'(les) agent(s) placeur(s) concerné(s).</p> <p><b>Numéro d'identification</b></p> <p>Le numéro d'identification international des Titres (ISIN) sera indiqué dans les Conditions Définitives concernées.</p>
C.2	Devise de l'émission	<p>Sous réserve de la stratégie de couverture et du respect des lois, règlements et directives applicables, les Titres peuvent être libellés en Euro, Dollars U.S., Yen japonais, Francs suisses ou dans n'importe quelle devise convenue entre l'Emetteur et l'agent(s) placeur(s) concerné(s) comme indiqué dans les Conditions Définitives concernées.</p>
C.5	Description de toute restriction imposée à la libre négociabilité des valeurs mobilières	<p>Il n'y a pas de restriction à la libre négociabilité des Titres (sous réserve de l'application de restrictions de vente dans certaines juridictions).</p>
C.8	Description des droits attachés aux valeurs mobilières, y compris leur rang et toute restriction qui leur est applicable	<p><b>Rang des Titres</b></p> <p>Les Titres sont émis conformément aux articles L.513-28 à L.513-33 du Code monétaire et financier. Les Titulaires bénéficient du Privilège créé par l'article L.513-11 du Code monétaire et financier.</p> <p>Les Titres et, le cas échéant, les reçus et coupons y afférents, constitueront des engagements directs, inconditionnels et privilégiés de l'Emetteur (tels que décrits ci-dessus) venant au même rang (<i>pari passu</i>) entre eux et 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><b>Valeurs nominales</b></p> <p>Les Titres seront émis dans la(les) valeur(s) nominale(s) indiquée(s) dans les Conditions Définitives concernées, étant entendu que la valeur nominale minimale des Titres libellés dans une devise autre que l'euro sera fixée au montant qui pourrait être autorisé ou requis par la banque centrale concernée (ou toute autre autorité équivalente) ou par toute loi ou réglementation applicable à la devise prévue concernée.</p> <p>Les Titres Dématérialisés d'une Souche particulière seront émis dans une (1) valeur nominale uniquement.</p> <p><b>Fiscalité</b></p> <p>Tous les paiements de principal, d'intérêts et d'autres produits afférents aux Titres effectués par ou pour le compte de l'Emetteur seront effectués sans aucune retenue à la source ou prélèvement au titre de tout impôt ou taxe de toute nature, imposés, levés ou recouverts 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 en vertu de la législation française, les paiements en principal ou en intérêts afférents à tout Titre, ou à tout reçu ou coupon y afférent, devaient être soumis à un prélèvement ou à une retenue au titre de tout</p>

<b>Section C — Titres</b>		
		<p>impôt ou taxe, présent ou futur, l'Emetteur ne sera pas tenu de majorer ses paiements.</p> <p><b>Absence de cas de défaut ; absence de défaut croisé</b></p> <p><b>Droit applicable</b></p> <p>Les Titres de droit français et tous reçus, coupons et talons y afférents seront régis par les, et devront être interprétés conformément aux, dispositions du droit français.</p>
C.9	<p>- Taux d'intérêt nominal</p> <p>- Date d'entrée en jouissance et date d'échéance des intérêts</p> <p>- Lorsque le taux n'est pas fixe, description du sous-jacent sur lequel il est fondé</p> <p>- Date d'échéance et modalités d'amortissement de l'emprunt y compris les procédures de remboursement</p>	<p><b>Taux d'intérêt nominal</b></p> <p>Les Titres peuvent être des Titres à taux fixe, des Titres à taux variable, des Titres à taux fixe/variable ou des Titres zéro coupon.</p> <p><b>Date d'entrée en jouissance et date d'échéance des intérêts</b></p> <p>Ces dates seront indiquées dans les Conditions Définitives concernées.</p> <p><b>Description du sous-jacent pour les Titres à taux variable</b></p> <p>Les Titres porteront intérêt au taux déterminé séparément pour chaque Souche de la façon suivante :</p> <ul style="list-style-type: none"> <li>(a) 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 2013 relative aux opérations sur instruments financiers à terme, telle que complétée par les Additifs Techniques, tels que publiés par la Fédération Bancaire Française ; ou</li> <li>(b) 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 Définitions ISDA 2006, telles que publiées par l'<i>International Swaps and Derivatives Association, Inc</i> ; ou</li> <li>(c) par référence à un taux apparaissant sur une page fournie par un service commercial de cotation (y compris, sans que cette liste ne soit exhaustive, EURIBOR, EONIA, LIBOR ou CMS) ;</li> </ul> <p>dans chaque cas, tel qu'ajusté à la hausse ou à la baisse en fonction de toute marge applicable, et calculé et payé dans les conditions fixées dans les Conditions Définitives concernées. Les Titres à taux variable peuvent aussi avoir un taux d'intérêt maximum, un taux d'intérêt minimum ou les deux.</p> <p><b>Remboursement</b></p> <ul style="list-style-type: none"> <li>- <i>Remboursement à l'échéance</i></li> </ul> <p>A moins qu'il n'ait été préalablement remboursé ou racheté et annulé en vertu de toute option de l'Emetteur ou des Titulaires, chaque Titre sera</p>

<b>Section C — Titres</b>		
	<p>- Indication du rendement</p> <p>- Nom du représentant des détenteurs de titres d'emprunt</p>	<p>remboursé à la date d'échéance finale indiquée dans les Conditions Définitives concernées.</p> <p>Une date d'échéance finale prolongée pourra être spécifiée dans les Conditions Définitives d'une Souche de Titres, conformément aux Modalités, chacun des Titres concerné étant alors qualifié de Titre avec une date de maturité extensible.</p> <p style="text-align: center;">- <i>Remboursement Anticipé</i></p> <p>Les Titres ne peuvent être remboursés à l'option de l'Emetteur pour raisons fiscales.</p> <p>Les Conditions Définitives concernées indiqueront si les Titres peuvent être remboursés avant leur date d'échéance indiquée à l'option de l'Emetteur et/ou des Titulaires, ou pour illégalité.</p> <p><b>Indication du Rendement</b></p> <p>Une indication du rendement des Titres à taux fixe sera indiquée dans les Conditions Définitives concernées. Le rendement des Titres à taux fixe est calculé à la date d'émission desdits Titres sur la base du prix d'émission. Cela n'est pas une indication du rendement futur.</p> <p><b>Représentation des Titulaires</b></p> <p>Les Titulaires seront, pour ce qui concerne toutes les Tranches de chaque Souche, regroupés automatiquement pour la défense de leurs intérêts communs en une masse (dans chaque cas, la "<b>Masse</b>"). La Masse sera une entité juridique distincte et agira en partie par l'intermédiaire d'un représentant et en partie par l'intermédiaire d'une assemblée générale des Titulaires.</p>
C.10	Lorsque le paiement des intérêts produits par la valeur émise est lié à un 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	Sans objet. Le paiement des intérêts sur les Titres n'est lié à aucun instrument dérivé.
C.11	Si les valeurs mobilières offertes font ou feront l'objet d'une demande d'admission à la négociation, en vue de leur distribution sur un	Une demande pourra être déposée auprès d'Euronext Paris dans un délai de douze (12) mois à compter de la date du Prospectus de Base pour que les Titres émis dans le cadre du Programme soient admis aux négociations sur le marché réglementé d'Euronext Paris et/ou auprès de l'autorité compétente de tout autre Etat Membre de l'EEE pour que les Titres émis dans le cadre du Programme soient cotés et/ou admis aux négociations sur un Marché Réglementé (tel que défini ci-après) dans cet Etat Membre.

Section C — Titres		
	Marché Réglementé ou sur des marchés équivalents avec l'indication des marchés en question	<p>Les Titres qui ne sont pas cotés et/ou admis aux négociations sur un Marché Réglementé peuvent aussi être cotés et/ou admis aux négociations sur une bourse alternative ou ne pas être cotés ou admis aux négociations du tout. Les Conditions Définitives concernées indiqueront si ces Titres seront cotés et/ou admis aux négociations et, dans cette hypothèse, le Marché Réglementé concerné sur lequel les Titres seront cotés et/ou admis aux négociations.</p> <p>"<b>Marché Réglementé</b>" désigne un marché réglementé situé dans un Etat Membre de l'EEE tel que défini par la directive 2004/39/CE du Parlement européen et du Conseil en date du 21 avril 2004, telle que modifiée, figurant sur la liste des marchés réglementés publiée par l'Autorité européenne des marchés financiers.</p>
C.21	Indication du marché sur lequel les valeurs mobilières seront négociées et à l'intention duquel le prospectus a été publié	Voir section C.11 ci-dessus.

Section D — Risques		
D.2	Informations clés sur les principaux risques propres à l'Emetteur	<p><b><i>Les investisseurs potentiels doivent également lire les 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.</i></b></p> <p>Les risques relatifs à l'Emetteur peuvent notamment inclure les circonstances suivantes :</p> <p>(i) seule responsabilité de l'Emetteur au titre des Titres : l'Emetteur est la seule entité ayant des obligations de payer le principal et les intérêts des Titres. Les Titres ne sont de la responsabilité d'aucune autre entité.</p> <p>(ii) dépendance de l'Emetteur vis-à-vis des tiers : l'Emetteur a conclu des contrats avec des tiers, qui ont accepté de fournir des services à l'Emetteur. En cas de manquement d'un prestataire de services de l'Emetteur dans le cadre du Programme à l'accomplissement de ses obligations au titre du contrat concerné, la faculté de l'Emetteur à procéder au paiement au titre des Titres pourrait être affectée.</p> <p>(iii) altération ou modification sans accord préalable des Titulaires : tous les documents du Programme autres que les modalités des Titres de droit français peuvent être modifiés sans le consentement préalable des Titulaires. Les modalités des Titres de droit français peuvent être modifiées sans le consentement préalable des Titulaires, sauf si la législation française l'exige.</p> <p>(iv) autres activités de l'Emetteur : l'Emetteur peut, sans le consentement préalable des Titulaires, décider de conclure d'autres transactions, autres que celles prévues dans les documents du Programme et recourir à des ressources autres que les Titres, qui pourraient affecter la position financière de l'Emetteur, étant entendu que, en tant que société de financement de l'habitat, le type d'activités de l'Emetteur est limité par la loi et que, dans le cadre de la Convention-Cadre de Crédit et de Garantie Financière, l'Emetteur s'est engagé vis-à-vis des Emprunteurs et des Garants à ce que la conclusion d'autres transactions ou l'émission d'autres ressources doivent faire l'objet d'une confirmation de notation des agences de notation.</p> <p>(v) risque de substitution : dans certaines circonstances décrites dans les documents du Programme conduisant à ce qu'une ou plusieurs parties au</p>

## Section D — Risques

		<p>Programme doivent être substituées conformément aux termes des documents du Programme, aucune assurance ne peut être donnée quant au fait qu'une entité de substitution puisse être trouvée.</p> <p>(vi) survenance de certains conflits d'intérêts durant la vie du Programme : des conflits d'intérêts peuvent survenir durant la vie du Programme en raison de plusieurs facteurs impliquant les parties à la documentation du Programme.</p> <p>(vii) lois relatives aux procédures collectives en France : l'Emetteur, en tant que société anonyme établie en France est soumis aux lois et procédures françaises. Cependant, l'Emetteur est une société de financement de l'habitat et en tant que tel bénéficie de dispositions particulières en ce qui concerne le 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.</p> <p>(viii) variation de la valeur des valeurs de remplacement : les fonds disponibles au crédit des comptes de l'Emetteur peuvent être investis dans des valeurs de remplacement. La valeur de ces valeurs de remplacement peut varier en fonction du marché et l'Emetteur peut être exposé à un risque de crédit par rapport aux émetteurs de ces valeurs de remplacement.</p> <p>(ix) Directive établissant un cadre pour le Redressement et la Résolution des crises Bancaires : les pouvoirs mis en place dans la directive établissant un cadre pour le redressement et la résolution des établissements de crédit et des entreprises d'investissement (la "<b>DRRB</b>") ont un impact sur la gestion des établissements de crédit et des entreprises d'investissement ainsi que, dans certaines circonstances, les droits des créanciers. En particulier, les investisseurs potentiels des Titres doivent considérer le risque qu'un porteur puisse perdre tout ou partie de son investissement, y compris le principal et les intérêts, si de tels outils ou des outils similaires de renflouement sont utilisés. L'exercice de tout pouvoir au titre de la DRRB ou toute allusion à un tel exercice pourrait avoir une incidence défavorable importante sur les droits des porteurs des Titres, le prix ou la valeur de leurs investissements dans les Titres et/ou la faculté de l'Emetteur de satisfaire à ses obligations relatives aux Titres.</p> <p>(x) application du risque de retenue à la source de la législation américaine dite "FATCA" (<i>Foreign Account Tax Compliance Act</i>) : si une retenue à la source du fait de la législation FATCA s'applique, il est possible que les Titulaires reçoivent moins d'intérêt ou de principal qu'initialement prévu.</p> <p>(xi) mise en place de la future taxe européenne sur les transactions financières : la Commission Européenne a adopté une proposition de directive visant à renforcer la coopération au regard de la taxation des transactions financières qui, si elle était adoptée, soumettrait les transactions mettant en jeu les institutions financières et des obligations telles que les Titres à une taxe sur les transactions financières. Cette proposition de directive est encore en discussion. Si cette directive était adoptée et transposée dans les juridictions locales, les Titulaires pourraient être exposés à une augmentation des coûts et la liquidité du marché pour les Titres pourrait diminuer.</p> <p>(xii) risques de liquidité : l'Emetteur est exposé à des risques de liquidité qui sont atténués par des dispositions législatives et réglementaires.</p>
D.3	Informations clés sur les principaux risques propres aux valeurs	<p>Les risques relatifs aux Titres incluent :</p> <p><b>Risques relatifs aux Titres</b></p> <p><i>Risques généraux relatifs aux Titres</i></p>

## Section D — Risques

mobilières	<p>(i) les Titres 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 Titres au regard de sa situation personnelle ;</p> <p>(ii) les modalités des Titres peuvent être modifiées : les modalités des Titres pourront faire l'objet de modifications approuvées en assemblée générale par une majorité définie de Titulaires et s'imposant à tous les Titulaires y compris ceux qui n'auraient pas participé et voté à l'assemblée générale ou ceux qui auraient voté dans un sens contraire à la majorité ;</p> <p>(iii) modification des lois : la législation et la réglementation applicables aux Titres pourront faire l'objet de modifications ;</p> <p>(iv) considérations fiscales : les Titulaires pourraient devoir payer des impôts ou autres taxes ou droits selon la loi ou les lois ou pratiques en vigueur dans les pays où les Titres seront transférés ou dans d'autres juridictions ; et</p> <p>(v) l'absence de clause de brutage en cas de prélèvement à la source : si en vertu de la législation française, les paiements en principal ou en intérêts afférents à tout Titre devaient être soumis à un prélèvement ou à une retenue au titre de tout impôt ou taxe, présent ou futur, l'Emetteur ne serait pas tenu de majorer ses paiements et les Titres concernés ne seraient pas remboursés par anticipation.</p> <p>(vi) valeur de marché des Titres : la valeur de marché des Titres sera affectée par la qualité de crédit de l'Emetteur et de l'Emprunteur et par un certain nombre de facteurs additionnels.</p> <p><i>Risques relatifs à une émission particulière de Titres</i></p> <p>(i) les Titres pourront faire l'objet d'un remboursement optionnel par l'Emetteur, ce qui pourrait impacter leur valeur de marché ;</p> <p>(ii) les Titres avec une date de maturité extensible peuvent être remboursés après leur date d'échéance finale ;</p> <p>(iii) les Titres pourront être émis avec des caractéristiques particulières de taux d'intérêt, y compris (a) 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 ces Titres), (b) intérêts à taux variable (la valeur de marché des Titres à taux variable peut être volatile) et (c) intérêts taux fixe/taux variable (la possibilité pour l'Emetteur de convertir le taux d'intérêt peut affecter le marché secondaire et la valeur de marché de ces Titres) ;</p> <p>(iv) Titres à coupon zéro peuvent être soumis à de plus fortes fluctuations de prix que les titres non actualisés ;</p> <p>(v) Titres émis en dessous du pair ou assortis d'une prime d'émission significative : la valeur de marché de tels Titres a tendance à être plus sensible aux fluctuations des taux d'intérêts que des titres classiques ;</p> <p>(vi) notation des Titres et confirmation de notation : les agences de notation indépendantes peuvent attribuer une notation aux Titres émis dans le cadre du présent Programme. Cette notation ne reflète pas l'impact potentiel des facteurs de risques qui peuvent affecter la valeur des Titres émis dans le cadre du présent Programme ;</p> <p>(vii) transposition du dispositif CRD IV relatif aux actifs pondérés en fonction du risque : la transposition en droit français de la directive et des règlements sur les exigences de fonds propres a introduit beaucoup de changements significatifs dans les systèmes actuels d'exigences de fonds</p>
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<b>Section D — Risques</b>		
		<p>propres, de surveillance prudentielle et de système de gestion des risques, y compris ceux de l'Emetteur, ce qui pourrait affecter la pondération du risque des Titres pour certains investisseurs dans la mesure où ils seraient soumis à ces directives. Par ailleurs, l'Emetteur peut opérer dans des secteurs qui seront moins profitables en raison de la mise en conformité avec la nouvelle réglementation ; et</p> <p>(viii) prévisions et estimations de bénéfices: les résultats réels pourraient différer des projections résultant des prévisions et estimations et de telles différences pourraient être significatives.</p> <p><i>Risques relatifs au marché en général</i></p> <p>(i) un marché secondaire actif pourrait ne pas se développer pour les Titres : un marché actif des Titres pourrait ne pas se développer ou se maintenir et les investisseurs pourraient ne pas être en mesure de céder facilement leurs Titres 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>(ii) risques liés au taux et au contrôle des changes : les paiements au titre du principal et des intérêts des Titres seront effectués dans la devise prévue dans les Conditions Définitives concernées, ce qui 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 Titres ; et</p> <p>(iii) considérations juridiques liées à l'investissement : l'activité d'investissement de certains investisseurs est soumise aux lois et réglementations sur les critères d'investissement, ou au contrôle de certaines autorités qui devraient être pris en compte par de tels investisseurs avant d'investir dans les Titres.</p>

<b>Section E — Offre</b>		
E.2b	Raisons de l'offre et de l'utilisation prévues du produit lorsqu'il s'agit de raisons autres que la réalisation d'un bénéfice et/ou la couverture de certains risques	A moins qu'il n'en soit précisé autrement dans les Conditions Définitives concernées, le produit net de l'émission des Titres sera destiné au financement des Prêts (tels que définis ci-dessous) au titre du Crédit (tel que défini ci-dessous) mis à la disposition des Emprunteurs (tels que définis ci-dessous) et, le cas échéant, de BPCE, par l'Emetteur. Chaque Emprunteur utilisera les fonds empruntés au titre du Crédit pour refinancer son activité de fourniture de prêts immobiliers résidentiels, entre autres.
E.3	Description des modalités de l'offre	<p>Les Titres pourront être offerts au public en France et/ou dans tout autre Etat Membre de l'EEE indiqué dans les Conditions Définitives concernées (dès lors que l'Emetteur a instruit l'AMF de notifier l'autorité compétente de l'Etat Membre concerné du certificat d'approbation afin que les Titres puissent être offerts au public dans cet Etat Membre).</p> <p>Il existe des restrictions concernant l'offre et la vente des Titres, en particulier dans les juridictions suivantes : Japon, Etats-Unis d'Amérique et EEE, notamment France, Italie, Allemagne et Royaume-Uni.</p> <p>A l'exception de la section A.2 ci-dessus, ni l'Emetteur ni aucun des Agents Placeurs n'a autorisé une personne à faire une Offre Non-Exemptée en aucune circonstance et aucune personne n'est autorisée à utiliser le Prospectus dans le cadre de ses offres de Titres. Ces offres ne sont pas faites au nom de l'Emetteur ni par aucun des Agents Placeurs ou des Offrants Autorisés et ni l'Emetteur ni aucun des Agents Placeurs ou des Offrants Autorisés n'est responsable des actes de toute personne procédant à ces offres.</p>

<b>Section E — Offre</b>		
E.4	Description de tout intérêt pouvant influencer sensiblement sur l'émission/l'offre, y compris les intérêts conflictuels	Des conflits d'intérêt peuvent se produire pendant la vie du Programme en raison de différents facteurs, notamment en raison du fait que (i) BPCE agit à différents titres, (ii) les parties et/ou leurs sociétés liées peuvent gérer, entretenir, acquérir ou vendre des biens immobiliers, ou financer des prêts garantis par des biens immobiliers, qui sont sur les même marchés que les Prêts Immobiliers et (iii) les Titres peuvent être distribués par des établissements liés au groupe BPCE. Les Conditions Définitives concernées indiqueront si une personne impliquée dans l'offre des Titres y a un intérêt significatif.
E.7	Estimation des dépenses facturées à l'investisseur par l'Emetteur ou l'offreur	Une estimation des frais imputés à l'investisseur par l'Emetteur sera incluse dans les Conditions Définitives concernées.

## RISK FACTORS

*The Issuer believes that the following factors may affect its ability to fulfill its obligations under the 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.*

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

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme. However, the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Investors must be aware that other risks and uncertainties which, on the date of this Base Prospectus, are not known by the Issuer, or are considered non-relevant, may have a significant impact on the Issuer, its activity, its financial condition or the Notes. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents deemed to be incorporated by reference herein) and make their own opinion about risk 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 Notes and consult their own financial or legal advisers about risks associated with investment in a particular Series of Notes and the suitability of investing in the Notes in light of their particular circumstances.*

*The Issuer considers that the Notes shall only be purchased by investors which are (or are advised by) financial institutions or other professional investors who have sufficient knowledge and experience necessary to appropriately evaluate the risks associated with the 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 meaning when used below.*

### **1. Risks related to the Issuer**

#### *Sole liability of the Issuer under the Notes*

The Issuer is the only entity which has obligations to pay principal and interest in respect of the Notes. The Notes will not be obligations or responsibilities of any other entity, including (but not limited to) BPCE (in any capacity but in particular in its capacity as Borrower, Administrative Agent, Management and Recovery Agent), the Arranger, the Borrowers, the Guarantors, the Dealers, the Representative, the Paying Agents, any participant in the Hedging Strategy (as applicable) or any company in the same group of companies as any of them, or the shareholders or directors or agents of any company in the same group of companies as any of them.

In making an investment decision, investors must rely upon their own examination of the Issuer, the Collateral Security Assets, the terms and conditions of the Notes issued under the Programme and the financial information incorporated in this Base Prospectus. In the case of a Group Event of Default, there can be no assurance that the Collateral Security Assets will be sufficient to pay in full the amounts payable under the Notes.

#### *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 particular, but without limitation, the Issuer has appointed BPCE:

- (a) as Administrative Agent to provide the Issuer with certain services in connection with (i) the administrative, logistic, tax, accounting and regulatory treatment, the internal control and the legal assistance of the Issuer and (ii) the exercise of certain of its rights and the performance of certain of its obligations under the Programme Documents (such as the preparation and sending, or the receipt, of all necessary documents and notifications, subject to the specific tasks ascribed to the Management and Recovery Agent under the Management and Recovery Agreement and/or the other Programme Documents); and
- (b) as Management and Recovery Agent, as provided for by Article L.513-15 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*), in order to: (i) manage and recover (*gérer et recouvrer*) *inter alia* the Borrower Loans; (ii) manage the *Obligations de Financement de l'Habitat* and other resources of the Issuer ; (iii) open the bank accounts of the Issuer ; (iv) manage and invest the Issuer's available cash ; and (v) provide calculation services to the Issuer.

The Issuer has also appointed the Guarantors in order to service the Collateral Security Assets under the Credit Facility and Collateral Framework Agreement.

In the event that the Administrative Agent, the Management and Recovery Agent, the Guarantors or any other relevant party providing services to the Issuer under the Programme Documents 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 Notes may be affected.

For instance, if the Guarantors have failed to adequately service the Collateral Security Assets and/or the Collateral Security, this may lead to an undermined value of the Collateral Security or any part thereof, and in turn, the ability of the Issuer to make payments under the Notes may be affected. Under the Hedging Strategy, the Issuer is also reliant on the Borrowers (only until a Group Event of Default) and/or any relevant Eligible Hedging Provider(s) to provide it with the funds matching its obligations under the Notes (see "The Hedging Strategy").

However, the Programme Documents 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 Programme Documents.

#### *Modification, alteration or amendment without Noteholders prior consent*

The Issuer may concur with any person in making any modifications, alterations or supplements to any Programme Document to which it is a party. All Programme Documents other than the Terms and Conditions of the French law Notes may be amended, modified, altered or supplemented without the prior consent of the Noteholders. The Terms and Conditions of the French law Notes may be amended, modified, altered or supplemented without the prior consent of the Noteholders, except if required by French laws and regulations, in which case such consent shall be sought in accordance with the Terms and Conditions of the French law Notes and such laws and regulations.

For the purposes of the paragraph above, the term "**Programme Document(s)**" shall exclude the terms and conditions of any German law Notes. The terms and conditions of any German law Notes shall be amended, modified, altered or supplemented only in accordance with their terms and conditions and applicable final terms and in compliance with applicable laws and regulations.

#### *Other activities*

The Issuer may, without the prior consent of the Noteholders, chose to enter into transactions other than those provided for in the Programme Documents and resort to resources (whether or not benefiting from the statutory *Privilège* set out under Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*)) other than the Notes, which could adversely affect the financial position of the Issuer, provided that, as a *société de financement de l'habitat*, the types of activities which the Issuer may undertake are limited by law and that, under the Credit Facility and Collateral Framework Agreement, the Issuer has undertaken vis-à-vis the Obligors that the entering into such other transactions and issuance of such other resources will be subject to a prior Rating Confirmation (as defined above in "General Description of the Programme").

Notwithstanding the above, the Issuer shall remain free to issue and self-subscribe Notes at any time, in accordance with and subject to the provisions of Article L.513-26 of the French Monetary and Financial Code (*Code monétaire et financier*) and applicable laws and regulations. If any such Notes are subsequently cancelled by the Lender pursuant to the provisions of Article L.513-26 of the French Monetary and Financial Code (*Code monétaire et financier*), the Management and Recovery Agent has agreed to inform the Rating Agencies of such cancellation.

#### *Substitution risk*

In the event of a downgrading of the short-term and/or long-term debt of one (1) or more parties to the Programme Documents (such as the Eligible Hedging Providers, the Management and Recovery Agent, or the Administrative Agent) or under certain circumstances described in the Programme Documents, leading to the substitution of one (1) or more of these parties pursuant to the terms of the Programme Documents, no assurance can be given that a substitute entity will be found.

In particular, if an event leading to the termination of the appointment of BPCE as Management and Recovery Agent occurs pursuant to the terms of the Management and Recovery Agreement, then the Issuer will be required to appoint a substitute Management and Recovery Agent in its place. There can be no assurance that such substitute Management and Recovery Agent with sufficient experience would be found who would be willing and able to service the same on the terms of the Management and Recovery Agreement. In particular, upon the occurrence of any Group Event of Default and the subsequent enforcement of the Collateral Security and the transfer to the Issuer of the Collateral Security Assets, and if BPCE is no longer in a position to act as

Management and Recovery Agent, there can be no assurance that a substitute Management and Recovery Agent with sufficient experience of servicing such transferred Collateral Security Assets would be found who would be willing and able to service the same on the terms of the Management and Recovery Agreement. The ability of a substitute Management and Recovery Agent to perform fully the required services would depend, amongst other things, on the information, software and records available at the time of the appointment. Any delay or inability to appoint a substitute Management and Recovery Agent may affect the realisable value of the Collateral Security Assets or any part thereof, and/or the ability of the Issuer to make payments under the Notes. No Management and Recovery Agent has (nor will have, as applicable) any obligation itself to advance payments that the Borrowers and/or Guarantors fails to make in a timely manner. Neither the Representative nor any other party (save for BPCE itself) is obliged in any circumstances to act as a Management and Recovery Agent or to monitor the performance by any Management and Recovery Agent of its obligations.

#### *Certain conflicts of interest*

Conflicts of interest may arise during the life of the Programme as a result of various factors involving certain parties to the Programme Documents. For example, such potential conflicts may arise because (i) BPCE acts in several capacities under the Programme Documents, it being provided that its rights and obligations under the Programme Documents are not contractually conflicting and are independent from one another or (ii) the Dealers and their respective affiliates have been engaged, or will be engaged, in lending, in investment banking and/or commercial banking transactions with, and may perform services to the Issuer, the Group and/or the Dealers, as applicable and their respective affiliates in the ordinary course of business.

In addition, in the ordinary course of their business activities, the Dealers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or the Borrower. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer or the Borrower routinely hedge their credit exposure to the Issuer and/or the Borrower consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Also during the course of their business activities, the parties to the Programme Documents and/or any respective affiliates may operate, service, acquire or sell properties, or finance loans secured by properties, which are in the same markets as the Home Loans. In such cases, the interest of any of those parties or their affiliates or the interest of other parties for whom they perform servicing functions may differ from, and compete with, the interest of the Issuer or of the holders of the Notes.

The 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 BPCE group. Consequently, during the offer period, some conflicts of interest may arise between the interests of such distributors and/or BPCE group and those of the Noteholders.

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

The Issuer may appoint a Dealer as calculation agent in respect of an issuance of 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 Notes or the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders.

For the avoidance of doubt, in the paragraphs above the term "**affiliates**" includes also parent companies.

#### *Insolvency and examinership laws in France*

The Issuer, as a *société anonyme* incorporated in France, is subject to French laws and proceedings affecting creditors, including Article 1343-5 of the French Civil Code (*Code civil*), conciliation proceedings (*procédure de*

conciliation), safeguard proceedings (*procédure de sauvegarde*), accelerated safeguard proceedings (*procédure de sauvegarde accélérée*), financial accelerated safeguard proceedings (*procédure de sauvegarde financière accélérée*) and judicial reorganisation or liquidation proceedings (*procédures de redressement ou de liquidation judiciaires*). In general, French reorganisation or liquidation legislation favours the continuation of a business and protection of employment over the payment of creditors.

However, the Issuer is a *société de financement de l'habitat* and as such benefits from specific provisions deviating from standard French insolvency law provisions, as summarised in "Overview of the legislation and regulations relating to *sociétés de financement de l'habitat*".

The French Monetary and Financial Code (*Code monétaire et financier*) contains specific provisions applicable in case of the opening of an insolvency proceeding of a credit institution (*établissement de crédit*). In particular, Article L.613-25 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*) specify the conditions of opening of an insolvency proceeding against a credit institution (*établissement de crédit*) (prior information and opinion of the French banking authority (*Autorité de contrôle prudentiel et de résolution*), specific concept of suspension of payment (*cessation des paiements*), etc) and some specific rules of liquidation of a credit institution (*établissement de crédit*). More specifically, pursuant to Article L.613-31-16 of the French Monetary and Financial Code (*Code monétaire et financier*), the French banking authority (*Autorité de contrôle prudentiel et de résolution*) may suspend temporarily the right to invoke the acceleration, the termination and the set-off rights provided for in Article L.211-36-1 of the French Monetary and Financial Code (*Code monétaire et financier*) under any agreement entered into with the Issuer (and notably under the Credit Facility and Collateral Framework Agreement).

All such provisions apply to the Issuer but also to each party under the Programme that is regulated as a credit institution (*établissement de crédit*).

#### *Substitution Assets*

Any available funds standing to the credit of the accounts of the Issuer (prior to their allocation and distribution) shall be invested by the Management and Recovery Agent in Substitution Assets. The value of the Substitution Assets may fluctuate depending on the financial markets and the Issuer may be exposed to a credit risk in relation to the issuers of such Substitution Assets. None of the Arranger, the Issuer, the Administrative Agent, the Management and Recovery Agent, or any other party to the Programme Documents guarantees the market value of the Substitution Assets. None of them shall be liable if the market value of any of the Substitution Assets fluctuates and decreases.

However, any Substitution Assets shall comply with the criteria set out in Articles L.513-7, R.513-6 and R.513-20 of the French Monetary and Financial Code (*Code monétaire et financier*).

#### *Bank Resolution and Recovery Directive*

On 12 June 2014, the Council of the European Union adopted a directive providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (the "**Bank Recovery and Resolution Directive**" or "**BRRD**"), which could apply to the Issuer. The BRRD provides authorities 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 minimising the impact of an institution's failure on the economy and financial system.

The BRRD contains four resolution tools and powers which may be used alone or in combination where the relevant resolution authority considers that (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such institution within a reasonable timeframe and (c) a resolution action is in the public interest:

- (i) sale of business, which enables resolution authorities to direct the sale of the firm or the whole or part of its business on commercial terms;
- (ii) bridge institution, which enables resolution authorities to transfer all or part of the business of the firm to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control);
- (iii) asset separation, which enables resolution authorities to transfer impaired or problem assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only); and
- (iv) bail-in, which gives resolution authorities the power to write down certain claims of unsecured creditors of a failing institution and to convert certain unsecured debt claims including Notes to equity (the "**bail-in tool**"), subject to certain parameters as to which liabilities would be eligible for the bail-in tool.

The BRRD also provides for a member state of the EEA as a last resort, after having assessed and exploited the above resolution tools to the maximum extent possible whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the EU state aid framework.

An institution will be considered as failing or likely to fail when: it is, or is likely in the near future to be, in breach of its requirements for continuing authorisation; its assets are, or are likely in the near future to be, less than its liabilities; it is, or is likely in the near future to be, unable to pay its debts as they fall due; or it requires extraordinary public financial support (except in limited circumstances).

The implementation of the BRRD into French law has been made by two texts of legislative nature. Firstly, the banking law dated 26 July 2013 regarding the separation and the regulation of banking activities (*loi de séparation et de régulation des activités bancaires*), as modified by the *ordonnance* dated 20 February 2014 (*ordonnance portant diverses dispositions d'adaptation de la législation au droit de l'Union européenne en matière financière*) (the "**Banking Law**"), implemented partially the BRRD in anticipation. Secondly, the *ordonnance* No. 2015-1024 dated 20 August 2015 (*ordonnance n° 2015-1024 du 20 août 2015 portant diverses dispositions d'adaptation de la législation au droit de l'Union européenne en matière financière*) (the "**Ordonnance**") published in the Official Journal of the French Republic dated 21 August 2015 has introduced various provisions amending (among others, crisis prevention and management measures applicable to credit institutions, provided for in articles L.613-48 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*)) and supplementing the Banking Law to adapt French law to the BRRD.

With respect to the *obligations de financement de l'habitat*, the BRRD provides that the relevant resolution authority shall not exercise the write down or conversion powers in relation to secured liabilities including covered notes 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 notes, 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 Notes issued under the Programme, only if and to the extent that the bond liability exceeded the value of the cover pool collateral against which it is secured. In such case, the write-down or conversion requirements could result in the full or partial write-down or conversion to equity (or other instruments) of the relevant Notes.

The *Ordonnance* is currently in effect and notably the minimum requirement for own funds and eligible liabilities ("**MREL**") and the bail-in tool apply since 1 January 2016.

Under the *Ordonnance*, French credit institutions (such as the Issuer) will have to meet, at all times, a minimum requirement for own funds and eligible liabilities pursuant to article L.613-44 of the French Monetary and Financial Code (*Code monétaire et financier*). The MREL shall be expressed as a percentage of the total liabilities and own funds of the institution and aims at avoiding institutions structuring their liabilities in a manner that impedes the effectiveness of the bail-in tool.

On 15 July 2014, the European Parliament and the Council of the European Union adopted the regulation (EU) 806/2014 providing for the establishment of uniform rules and uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a single Resolution Fund (the "**SRM Regulation**"). The SRM Regulation establishes for participating member states of the EEA a centralised power of resolution entrusted to the Single Resolution Board (the "**SRB**") and provides for a set of uniform provisions on resolution, fully in line and compatible with the BRRD, directly applicable to participating member states of the EEA. The SRB should, in particular, be empowered to perform tasks and exercises powers, which, pursuant to the BRRD are to be performed or exercised by the national resolution authorities, in relation to significant entities or groups, entities or groups directly supervised by the European Central Bank (the "**ECB**") (since 4 November 2014, the Issuer is directly supervised by the ECB) or cross-border groups. The provisions of the SRM Regulation are applicable since 1 January 2016.

The powers set out in the BRRD and the SRM Regulation impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. In particular, potential investors in the Notes should consider the risk that a holder may lose all or a part of its investment, including the principal and any interests, if such or any similar bail-in tool is used (subject, in the case of notes such as the Notes, to the limitation outlined above). The exercise of any power under the BRRD or any suggestion of such exercise could, therefore, materially adversely affect the rights of holders of Notes, the price or value of their investment in any Notes and/or the ability of the Issuer to satisfy its obligations under any Notes.

However, in respect of the Issuer, and in accordance with articles R.513-14 and R.513-19 of the French Monetary and Financial Code (*Code monétaire et financier*), "*the credit institutions and the financing companies linked to a société de crédit foncier by a servicing agreement mentioned in article L.513-15 shall identify the*

*employees and means that are necessary for the servicing and collection of the Issuer's receivables and for the performance of the contracts entered into by the Issuer. They include in the preventive recovery plan set out in article L.613-31-11 the terms of the possible transfer of all the technical means and data necessary for the continuance of the recovery actions".*

#### *United States Foreign Account Tax Compliance Act ("FATCA") Withholding Risk*

United States legislation known as FATCA imposes a thirty (30) per cent. withholding tax on certain payments to certain non-US financial institutions that do not agree to provide information relating to its U.S. account holders to the U.S. Internal Revenue Service ("IRS"). The IRS is still in the process of developing and issuing guidance on the implementation of FATCA and the full extent and implications of the legislation are currently unclear. Although it is not expected that there will be FATCA withholding tax on the Notes, no assurances in this regard can be provided to investors. As a result, it is possible that Noteholders may receive less interest or principal than initially anticipated. Prospective investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and to determine how this legislation might affect each Noteholder in light of its particular circumstances. For more information, see section "*Taxation – United States Foreign Account Tax Compliance Act*".

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

On 14 February 2013, the European Commission has 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 Notes to a financial transaction tax (the "**FTT**"). It is currently anticipated, that the FTT would be implemented in eleven (11) Member States (Austria, Belgium, Estonia, 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 would apply to all financial transactions where at least one party to the transaction, or person acting for the account of one party to the transaction, is established, or deemed to be 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 issue. 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 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 Notes and the liquidity of the market for the Notes may be diminished.

The Proposed Directive is still being discussed by the Participating Member States. It may therefore be modified at any time prior to any implementation the timing of which remains uncertain.

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

#### *Liquidity risk*

Each Borrower Loan granted by the Issuer for the benefit of the Borrowers under the Credit Facility and Collateral Framework Agreement shall be made available with the same maturity as those applicable to the Notes funding such Borrower Loan. As a consequence, as long as no Group Event of Default has occurred, the Issuer shall not be exposed to any liquidity risk regarding the Borrower Loan and the Notes.

Upon the occurrence of a Group Event of Default and the enforcement of the Collateral Security, Home Loans and related Homes Loans Security will be transferred to the Issuer and the Issuer may face a liquidity risk in case the maturity of the Home Loans being part of the Collateral Security is not congruent with the maturity of the Notes.

However, the Issuer is legally bound to ensure at any time adequate coverage of its treasury needs for a one hundred and eighty (180) days period by any of the assets set on in Article R.513-7 of the French Monetary and Financial Code (*Code monétaire et financier*). Pursuant to Article R.513-7 of the French Monetary and Financial

Code (*Code monétaire et financier*), the assessment of the Issuer's liquidity needs must be made by taking into account cash forecasted flows resulting from the Eligible Assets and net flows relating to derivative financial instruments set forth in Article L.513-10 of the French Monetary and Financial Code (*Code monétaire et financier*).

Such liquidity needs must be covered by the Issuer with replacement assets (*valeurs de remplacement*) complying with the provisions of Articles R.513-6 and R.513-20 of the French Monetary and Financial Code and assets which are eligible for the credit operations of the *Banque de France* in accordance with the procedures and conditions set forth by the latter in the context of its monetary policy and intraday credit operations.

Pursuant to Article 12 of Regulation (*règlement*) No. 99-10 dated 9 July 1999, as amended, issued by the *Comité de la Réglementation Bancaire et Financière* (Banking and Financial Regulation Committee), *sociétés de financement de l'habitat* must ensure that the average life of the eligible assets held by them, up to the minimum required to comply with the cover ratio referred to in Article R.513-8 of the French Monetary and Financial Code (*Code monétaire et financier*), does not exceed more than eighteen (18) months the average life of its liabilities benefiting from the *Privilège*. (see section entitled "Overview of the legislation and regulations relating to *sociétés de financement de l'habitat* – Regulatory Liquidity test").

In any case, if the Issuer is not able to cover its liquidity needs with any of the tools and instruments legally and contractually available to it, the Issuer would still be allowed to subscribe for its own *obligations de financement de l'habitat*, within the limit of ten (10) per cent. of the total outstanding amount (*encours total*) of the resources benefiting from the *Privilège* as at the date of their subscription, for the sole purpose of pledging them (*affecter en garantie*) as collateral security in order to secure the credit transactions (*opérations de crédit*) of the *Banque de France* in accordance with the provisions of Article L.513-26 of the French Monetary and Financial Code (*Code monétaire et financier*).

## **2. Risks related to the Borrowers**

### *Borrowers' ability to pay under the Borrower Loans*

Neither the Issuer nor any other party to the Programme Documents (without prejudice to the Collateral Security granted by the Guarantors) does guarantee or warrant full and timely payment by any Borrower of any sums of principal or interest payable under the Borrower Loan.

In addition, should any Borrower be subjected to any applicable proceedings referred to in Book VI of the French Commercial Code (*Code de commerce*) (pertaining to insolvency proceedings as a matter of French law), this would impair the ability of the Issuer to claim against such Borrower for obtaining timely payment of amounts of principal and interest due and payable under the Borrower Loan and the Issuer will not be entitled to accelerate the payment of such amounts.

However, pursuant to Article L.211-38-I of the French Monetary and Financial Code (*Code monétaire et financier*), the Collateral Security shall be enforceable, even when the relevant Guarantor is the subject of any such proceedings.

### *Accession of Additional Borrowers*

New entities may accede to the Programme as Borrowers and Guarantors through the execution of an accession letter for this purpose, and hence generally increase the risks of the holders of the Notes under the Programme.

However this would only be permitted if such entities are members of the Group and the Network Guarantee System, and if the conditions relating to Additional Borrowers and Additional Guarantors are met in accordance with the Credit Facility and Collateral Framework Agreement.

## **3. Risks related to the Collateral Security**

### *No interpretation by French courts of rules applicable to Collateral Security*

The Pledges granted by the Guarantors over Eligible Assets in favour of the Issuer to constitute the Collateral Security will be granted, and, as the case may be, enforced, in accordance with the provisions of Articles L.211-38 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*) implementing Directive 2002/47/EC of the European Parliament and of the Council of 6 June 2002 on financial collateral arrangements, which has been amended by Directive 2009/44/EC of the European Parliament and of the Council of 6 May 2009 (the "**Collateral Directive**").

Holdings of the Notes should note that French courts have not yet had the opportunity to interpret Articles L.211-38 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*).

### *Method of establishment and enforceability of the Collateral Security – Notion of control and identification*

The Collateral Security shall not entail any transfer of title with respect to the relevant assets until enforcement. The Collateral Security shall be created and perfected in accordance with Article L.211-38 of the French Monetary and Financial Code (*Code monétaire et financier*). Pursuant to Article L.211-38 of the French Monetary and Financial Code (*Code monétaire et financier*), "the establishment of such guarantees and their enforceability are not subject to any formality".

However, said Article L.211-38 further states that such establishment and enforceability "derive from the transfer of the relevant property and rights, the dispossession of the grantor or their control by the beneficiary or a person acting on his behalf". In the case of a pledge without dispossession, the notion of "control" should be used to determine that the pledge has been established.

That notion is a matter of fact and there are no guidelines in the texts or in the case law as to how to characterize and measure "control" in the sense of that Article L.211-38 of the French Monetary and Financial Code (*Code monétaire et financier*). However, pursuant to the Credit Facility and Collateral Framework Agreement, the Issuer will have specific rights in relation to the Collateral, which are aimed at organizing a certain level of control over the Collateral Security Assets:

- (i) the Credit Facility and Collateral Framework Agreement will provide that Servicing Procedures shall constitute servicing instructions of the Issuer to the Pledgor and that no change can be made to the Servicing Procedures without the Issuer prior consent in a way that would prejudice the rights of the Issuer under the Collateral Security;
- (ii) the Guarantors will undertake in particular not to create or permit the creation or existence of any encumbrance or security over, nor to sell, transfer or otherwise dispose of any of the assets granted as Collateral Security; and
- (iii) for the purpose of satisfying itself as to whether the Collateral Security Assets remain Eligible Assets or to control the conformity of the servicing of the Collateral Security Assets with the Servicing Procedures or of the information contained in the Asset Reports, the Issuer (or any agent acting on its behalf) shall be entitled to (i) access at all times the premises where the Asset Records are located and (ii) inspect, audit and copies such Asset Records.

In addition, Article L.211-38 of the French Monetary and Financial Code (*Code monétaire et financier*) requires that: "the identification of the relevant property and rights, transfer thereof, and dispossession of the grantor or control by the beneficiary must be attestable in writing". For the purpose of complying with that requirement, the Obligors' Agent will have to provide a list of the Eligible Assets pledged as Collateral Security, to the Lender, each time any such Eligible Asset is being included in the Collateral Security.

### *Impact of the hardening period on the Collateral Security*

Article L.211-40 of the French Monetary and Financial Code (*Code monétaire et financier*) states that the provisions of book VI of the French Commercial Code (*Code de commerce*) (pertaining to insolvency proceedings as a matter of French law) shall not impede ("*ne font pas obstacle*") the application of Article L.211-38 of the French Monetary and Financial Code (*Code monétaire et financier*).

Although an extensive interpretation of that provision may lead to the conclusion that the rules pertaining to the nullity of acts concluded during the hardening period (*période suspecte*) (as provided for in Articles L.632-1 and L.632-2 of the French Commercial Code (*Code de commerce*)) shall be entirely disappplied in respect of guarantees governed by Article L.211-38 of the French Monetary and Financial Code (*Code monétaire et financier*), it cannot be asserted with complete certainty. The hardening period (*période suspecte*) is a period of time the duration of which is determined by the bankruptcy judge upon the judgment recognising that the cessation of payments (*cessation des paiements*) of the insolvent company has occurred. The hardening period commences on the date of such judgment and extends for up to eighteen (18) months previous to the date of such judgment.

As mentioned above, Articles L.211-38 and L.211-40 of the French Monetary and Financial Code (*Code monétaire et financier*) derive from the Collateral Directive, which states in its Article 8, §1 that:

*"Member States shall ensure that a financial collateral arrangement, as well as the provision of financial collateral under such arrangement, may not be declared invalid or void or be reversed on the sole basis that the financial collateral arrangement has come into existence, or the financial collateral has been provided [...] in a prescribed period prior to, and defined by reference to, the commencement of such proceedings or measures or by reference to the making of any order or decree or the taking of any other action or occurrence of any other event in the course of such proceedings or measures".*

and in its Article 8, §3 that:

"where a financial collateral arrangement contains (a) an obligation to provide financial collateral or additional financial collateral in order to take account of changes in the value of the financial collateral or in the amount of the relevant financial obligations, or (b) a right to withdraw financial collateral on providing, by way of substitution or exchange, financial collateral of substantially the same value, Member States shall ensure that the provision of financial collateral, additional financial collateral or substitute or replacement financial collateral under such an obligation or right shall not be treated as invalid or reversed or declared void on the sole basis that [...] the relevant financial obligations were incurred prior to the date of the provision of the financial collateral, additional financial collateral or substitute or replacement financial collateral".

Considering that the Member State have the duty to implement the provision of the Collateral Directive without diminishing their import, it is reasonable to consider that Article L.211-40 of the French Monetary and Financial Code (*Code monétaire et financier*) shall exclude application of Articles L.632-1-6° of French Commercial Code (*Code de commerce*), which provides for an automatic nullity of security interest granted during the hardening period to secure past obligations of a debtor and, therefore, that the Collateral Security, which are governed by Articles L.211-38 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*), would not be avoided on the basis of said Article L.632-1-6° of French Commercial Code (*Code de commerce*).

However, Article 8 of the Collateral Directive also states that "*this Directive leaves unaffected the general rules of national insolvency law in relation to the voidance of transactions entered into during the prescribed period [...]*" (namely, the hardening period). In addition, paragraph n°16 of the preamble of the Collateral Directive makes it clear that the Collateral Directive "*does not prejudice the possibility of questioning under national law the financial collateral arrangement and the provision of financial collateral as part of the initial provision, top-up or substitution of financial collateral, for example where this has been intentionally done to the detriment of the other creditors (this covers inter alia actions based on fraud or similar avoidance rules which may apply in a prescribed period)*".

Therefore, it cannot be excluded that Article L.211-40 of the French Monetary and Financial Code (*Code monétaire et financier*) does not intend to overrule Article L.632-2 of the French Commercial Code (*Code de commerce*), which provides for a potential nullity of acts which are onerous (*actes à titre onéreux*) if the counterparty of the debtor was aware, at the time of conclusion of such acts, that the debtor was unable to pay its debts due with its available funds (*en état de cessation des paiements*). Should Article L.632-2 of the French Commercial Code (*Code de commerce*) be deemed applicable, nullity of the Collateral Security could be sought, if the Lender was aware, at the time where the Collateral Security were granted (or the subject of an addition or a substitution), that the relevant Guarantor was unable to pay its debt due with its available funds (*en état de cessation des paiements*).

To mitigate such uncertainty, each Guarantor will be required to make a representation that no Group Event of Default has occurred, which implies, as Group Event of Default includes the occurrence of an Insolvency Event that it is not subject to an Insolvency Event (which defined term includes *état de cessation des paiements*), from time to time, pursuant to the Credit Facility and Collateral Framework Agreement.

#### *Disproportionate Guarantee*

Pursuant to Article L.650-1 of the French Commercial Code (*Code de commerce*), a creditor may be held liable towards a bankrupt debtor if the credit granted by it to such debtor entailed a damage and the security interest securing such credit is disproportionate (*disproportionné*) compared to that credit. In such case, such security interest will be null and void or reduced by a judge.

#### *No prior notification to debtors under the Home Loans granted as Collateral Security*

The Credit Facility and Collateral Framework Agreement will provide that the relevant Home Loans and Home Loan Security will be granted as collateral security without notification or information of the underlying borrowers under such Home Loans. Such borrowers will only be notified if and when the relevant collateral security is enforced following a Group Event of Default. Notification of such borrowers will only be effected once following such Group Event of Default, the relevant collateral security has been enforced. As long as no such notification has taken place, any payments made by any borrower under the relevant Home Loans will continue to be validly made by such borrowers to the relevant Guarantor, even though title to such Home Loans would have been validly transferred to the Issuer upon enforcement of the relevant collateral security.

Each borrower under the Home Loans may further raise defences (which may include, as applicable, any set-off right) against the Issuer arising from such borrower's relationship with the Guarantor to the extent that such defences (i) are existing prior to the notification of the transfer of the relevant Home Loan Receivable or (ii) arise out of mutual claims (*compensation de créances connexes*) between the borrower and the Guarantor which are closely connected with that Home Loan Receivable (irrespective of whether such notification has been made before or after such claims have arisen).

There is no guarantee that the notification to the borrowers under the relevant Home Loans will be made at the times required and there can be no guarantee or assurance as to the ability of the Issuer to obtain effective direct payment from the borrowers under the relevant Home Loans in a sufficient timely manner, which may affect payments under the Notes. In this situation, a shortfall in distributions of interest to Noteholders may result.

Until notification to the borrowers under the Home Loans has been made and provided that, at such time, an Insolvency Event has occurred in respect of the Guarantors, French insolvency law will prevent the Issuer from recovering from the Guarantors any collections received by the Guarantors under the relevant Home Loans which are commingled with other funds of the Guarantors.

However, this commingling risk is mitigated by the obligation of each Borrower to grant cash as collateral security to cover such risk upon downgrading of the BPCE credit rating below A (long-term) (S&P) or A-2 (long-term) or P-1 (short-term) (Moody's) (or any other credit rating trigger which may be agreed with the Rating Agencies after the date hereof) (see "The Collateral Security - Collection Loss Trigger Event").

#### *Maintenance of value of the Collateral Security prior to or following enforcement thereof*

If the value of the Home Loans and related Home Loan Security granted as Collateral Security in favour of the Issuer pursuant to the Credit Facility and Collateral Framework Agreement has not been maintained in accordance with the terms of the Asset Cover Test or the other provisions of the Programme Documents, this may affect the value of the Collateral Security or any part thereof (both before and after the occurrence of a Group Event of Default) or the price or value of such Home Loans and related Home Loan Security upon the sale or refinancing thereof by the Issuer.

The value of the properties securing the Home Loans may decrease as a result of any number of factors, including the national or international economic climate, regional economic or housing conditions, changes in tax laws, mortgage interest rates, inflation, the availability of financing, yields on alternative investments, increasing utility costs and other day-to-day expenses, political risks and government policies.

A Non-compliance with the Asset Cover Test on any Asset Cover Test Date will not result in a Group Event of Default, unless it remains unremedied until the next Asset Cover Test Date, in which case it will constitute a Breach of Asset Cover Test resulting in a Group Event of Default.

#### *Sale or refinancing of Home Loans and related Home Loan Security by the Issuer following enforcement of the Collateral Security*

After title to Home Loans and related Home Loan Security has been transferred to the Issuer upon enforcement of the Collateral Security following the occurrence of a Group Enforcement Notice (the "**Transferred Assets**"), the Management and Recovery Agent (or the substitute Management and Recovery Agent) acting on behalf of the Issuer has undertaken to sell or refinance the Transferred Assets and the Substitution Assets (if any) in order for the Issuer to be able to make payments when due under the relevant Series of Notes.

The Management and Recovery Agent (or the substitute Management and Recovery Agent) acting on behalf of the Issuer will be obliged to sell or refinance Home Loans, related Home Loan Security and Substitution Assets in accordance with the Management and Recovery Agreement (see "The Issuer - The Management and Recovery Agreement").

There is no guarantee that a buyer will be found to acquire Home Loans, related Home Loan Security or Substitution Assets at the times required and there can be no guarantee or assurance as to the price which may be able to be obtained, which may affect the ability of the Issuer to make payments when due under the Notes.

In addition, in respect of any sale or refinancing of Home Loans, related Home Loan Security and Substitution Assets to third parties, the Issuer will not be permitted to give warranties or indemnities in respect of those assets. There is no assurance that representations or warranties previously given by the Guarantors in respect of such assets pursuant to the terms of the Credit Facility and Collateral Framework Agreement may benefit to third party purchaser of such assets upon sale or refinancing thereof by the Issuer. Accordingly, there is a risk that the price or value of such assets upon the sale or refinancing thereof by the Issuer be adversely affected by the lack of representations and warranties which in turn could adversely affect the ability of the Issuer to make payments when due under the relevant Series of Notes.

#### *Changes in Eligible Assets granted by the Guarantors as Collateral Security*

The Guarantors may effect a substitution in respect of, or as the need may be, increase the amount of Eligible Assets granted by it as Collateral Security under the Collateral Security, in accordance with Article L.211-38 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*) and the provisions of the Credit Facility and Collateral Framework Agreement. Consequently, Noteholders should be aware that there is no guarantee that any Eligible Assets so added as Collateral Security will perform in a similar manner to those Eligible Assets granted as Collateral Security, it being specified that Eligible Assets included in the Collateral

Security shall comply with the eligibility criteria set out in the Credit Facility and Collateral Framework Agreement.

#### **4. Risk related to the Home Loans and related Home Loan Security**

##### *Debtors' ability to pay under the Home Loans*

The borrowers under the Home Loans are individuals having borrowed under the Home Loans in order to finance residential real estate property.

If, following enforcement of the Collateral Security, the Issuer does not receive the full amount due from the borrowers in respect of such Home Loans, this may affect the ability of the Issuer to make payments under the Notes.

The Issuer may therefore be exposed to the occurrence of credit risk in relation to the borrowers under the Home Loans.

None of the Borrower, the Guarantors, the Issuer or any other party to the Programme Documents does guarantee or warrant full and timely payment by the borrowers under the Home Loans of any sums payable under such Home Loans.

The ability of each borrower under the Home Loans to make timely payment of amounts due under such Home Loans will mainly depend on its assets and its liabilities as well as its ability to generate sufficient income to make payments under the relevant Home Loans. Its ability to generate income may be adversely affected by a large number of factors, some of which (i) relate specifically to the borrower itself (including but not limited to their age and health, employment situation, family situation, creditworthiness or expropriation) or (ii) are more general in nature (such as changes in governmental regulations, fiscal policy, etc.).

Furthermore, the borrowers under the Home Loans may benefit from the favourable legal and statutory provisions of the French Consumer Code (*Code de la consommation*), pursuant to which any individual may, under certain circumstances, and subject to certain conditions, request and obtain from the competent court a grace period, a reduction of the amount of all and any of its indebtedness and any interest relating thereto and, as the case may be, (pursuant to (i) law No. 98-657 dated 29 July 1998, as amended, and (ii) law No. 2003-710 dated 1st August 2003) a full or partial extinguishment of its indebtedness against a credit institution.

##### *No independent investigation - representations and warranties*

None of the Issuer, the Arranger, the Administrative Agent, the Management and Recovery Agent or any other party to any Programme Document has undertaken or will undertake any investigations, searches or other due diligence regarding the Home Loans, the related Home Loan Security or as to the status and/or the creditworthiness of the borrowers under the Home Loans. Each of them has relied solely on the representations and warranties given by the Guarantors under the Credit Facility and Collateral Framework Agreement.

If any breach of eligibility criteria relating to any Home Loan is material and (if capable of remedy) is not remedied, the Guarantors shall be required under the Credit Facility and Collateral Framework Agreement to provide sufficient eligible Home Loans in order to maintain compliance with the Asset Cover Test.

Pursuant to Article L.513-32 of the French Monetary and Financial Code (*Code monétaire et financier*), *sociétés de financement de l'habitat* must appoint a specific controller (*contrôleur spécifique*) with the approval of the French banking authority (*Autorité de contrôle prudentiel et de résolution*) whose tasks are:

- (i) to ensure that the *société de financement de l'habitat* complies with Articles L.513-28 to L.513-30 of the French Monetary and Financial Code (*Code monétaire et financier*);
- (ii) to certify that the statutory cover ratio is satisfied in connection with (i) the *société de financement de l'habitat*'s quarterly programme of issues benefiting from the *Privilège* and (ii) any issue of resources benefiting from the *Privilège* and whose amount is at least Euro 500 million (a form of certificate is available in Section "Form of certificate of the specific controller pursuant to Article L.513-23 and R.513-16 of the French Monetary and Financial Code");
- (iii) to ensure that the Home Loans (*prêts à l'habitat*) granted or financed by the *société de financement de l'habitat* comply with the purpose of Article L.513-28 and with the requirements set out in Articles L.513-29 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*);
- (iv) to control, when the Home Loans (*prêts à l'habitat*) granted or financed by the *société de financement de l'habitat* are subject to a guarantee (*cautionnement*) from another credit institution or an insurance company included in the consolidation scope, as defined by Article L.233-16 of the French Commercial Code (*Code de commerce*) as applicable to the *société de financement de l'habitat*, the risks assessment methods established by such credit institution or insurance company are adequate, in accordance with

Article R.513-21 of the French Monetary and Financial Code (*Code monétaire et financier*); and

- (v) to review, pursuant to Article 12 of Regulation 99-10 dated 9 July 1999 on *sociétés de crédit foncier* and *sociétés de financement de l'habitat*, the level of rate and maturity matching between the assets and the liabilities. In case the specific controller believes that the level of rate and maturity matching would create excessive risks for the creditors benefiting from the *Privilège*, the specific controller informs the officers of the relevant *société de financement de l'habitat* and the French banking authority (*Autorité de contrôle prudentiel et de résolution*).

The specific controller (*contrôleur spécifique*) has access to information that allows confirmation of each issue's compliance with the statutory cover ratio. This statutory cover ratio is published four times a year and checked on a quarterly basis by the specific controller (*contrôleur spécifique*). In addition, the Issuer publishes every quarter on its website (<http://www.groupebpce.fr/Investisseur/Dette/BPCE-SFH>) under "ECBC Label Data" its latest asset cover ratio (on March 2017, the asset cover ratio was equal to 115.8%).

#### *Limited description of the Home Loans*

The holders of the Notes will only receive on a periodical and pool basis not reflecting the changes which occurred since the last period of time, detailed statistics or information in relation to the Home Loans or to the Collateral Security Assets, because it is expected that the constitution of the security over the Collateral Security Assets may constantly change due to, for instance, the Guarantors granting security over additional and/or new Collateral Security Assets or new Guarantors acceding to the Programme. However, each Home Loan granted as Collateral Security will be required to meet the applicable eligibility criteria.

#### *Prepayment*

The rate of prepayment of Homes Loans is influenced by a wide variety of economic, social and other factors, including prevailing market interest rates, changes in tax laws (including but not limited to amendments to mortgage interest tax deductibility), local and regional economic conditions and changes in borrower's behaviour (including but not limited to home-owner mobility). No guarantee can be given as to the level of prepayment that the Home Loans may experience, and variation in the rate of prepayments of principal on the Home Loans may affect the ability of the Issuer to realise sufficient funds to make payments under the Notes upon the service of a Group Enforcement Notice and then transfer of title of the Home Loans and Home Loan Security in favour of the Issuer.

#### *Changes to the lending criteria of the Guarantors*

Each of the Home Loans originated by the Guarantors will have been originated in accordance with its lending criteria at the time of origination. It is expected that each Guarantor's lending criteria will generally consider type of financed property, debt-to-income ratio, term of loan, age of applicant, loan-to-value ratio, status of applicants and credit history. One (1) of the Home Loans Eligibility Criteria requires that, prior to the date upon which the Home Loan has been made available to the borrower thereof, all lending criteria and preconditions as applied by the originator of the Home Loan pursuant to its customary lending procedures were satisfied. Each of the Guarantors retains the right to revise its lending criteria from time to time. If the lending criteria change in a manner that affects the creditworthiness of the Home Loans, that may lead to increased defaults by borrowers thereof and may affect the realisable value of the Collateral Security Assets or part thereof, and the ability of the Issuer to make payments under the Notes upon the service of a Group Enforcement Notice and then transfer of title to the Home Loans and Home Loan Security in favour of the Issuer.

#### *Foreclosing on real property granted as security under French law governed Mortgages*

The French legal procedures to be followed in relation to the enforcement of French law governed Mortgages and related expenses may affect the Issuer's ability to liquidate the properties secured under such Mortgages efficiently and in a timely manner. An outline of these procedures is set out below (Specific rules are provided for lender's privileges and mortgages to be registered in the departments of Haut-Rhin, Bas-Rhin and Moselle. However, these specific rules do not substantially change the outline of these procedures set out below.)

Foreclosure on property (*saisie immobilière*) situated in France by secured creditors may require the sale of the property at a public auction (*vente aux enchères*) if the sale cannot be made voluntarily by the borrower (*conversion en vente volontaire* or *à l'amiable*). The foreclosure procedure may take up to one (1) year and a half in normal circumstances. The beneficiary of a lender's privilege or a mortgage will thus rank in respect of the sale proceeds in the order of priority of registration of the privileges and mortgages (*droits de préférence*) encumbering such seized property (Article 2458 of the French Civil Code (*Code civil*)). The first step in the foreclosure procedure consists of delivering a foreclosure notice to the borrower by a bailiff or *huissier* (a process server or *commandement de saisie immobilière*). This notice should be filed at the French Land and Charges Registry having jurisdiction in the district where the relevant real property is located. The next step is to instruct a local lawyer (*avocat*) to prepare the terms of the sale of the property at auction, including the reserve

price of the relevant real property (such instruction is not mandatory in the departments of Haut-Rhin, Bas-Rhin and Moselle). Finally, a number of legal notices are required to be given prior to the sale. The borrower may file objections against such foreclosure (including the reserve price), the validity of which will be decided by a competent court. If no bid is made at the public auction, and provided there is only one (1) foreclosing creditor, such foreclosing creditor is declared the highest bidder and is thus obliged to purchase the property at a reserve price specified in the terms of the sale. Rules applicable to the *saisie immobilière* procedure have been modified by an act (*ordonnance n° 2006-461 réformant la saisie immobilière*) dated 21 April 2006 amending article 2190 *et seq.* of the French Civil Code (*Code civil*). The purpose of the legislation was to simplify the foreclosure process by encouraging voluntary sales (*ventes à l'amiable*) and to reduce the duration and complexity of the process.

In accordance with Article 2461 of the French Civil Code (*Code civil*), secured creditors will continue to benefit from the lender's privilege or mortgage, even if the property is transferred, by the borrower to a third party without the Lenders' consent. This right is known as *droit de suite*. If the secured creditor wishes to exercise this right, an order to pay is required to be served on the borrower by a bailiff and notice is required to be served on the third party to whom the relevant secured property was transferred (*tiers détenteur de l'immeuble hypothéqué*) with a view either to pay the debt secured over the property or to surrender such property at an auction.

The exercise of such *droit de suite* is often paralysed due to an "advanced clearing" of the privileges and mortgages granted over the relevant property (*purge des privilèges et hypothèques*). If the borrower and all secured creditors agree, in accordance with Article 2475 of the French Civil Code (*Code civil*), for the sale proceeds to be allocated (*affecté*) to them, the secured creditors exercise their preferential rights (*droits de préférence*) over the sale proceeds, the payment of which will discharge all privileges and mortgages granted over the property (*purge amiable*). And if no agreement is reached (for instance if the sale price of the property is substantially below the amount of the secured debt), the third party will still be entitled to offer to pay the sale price to the secured creditors in order to clear all privileges and mortgages granted over the relevant property (*purge judiciaire*). Secured creditors may refuse this offer if they consider that the sale price has been underestimated by the borrower and the third party. In this case, an auction will be ordered with a minimum bid which is the price offered by the relevant third party being made to the secured creditor, plus ten per cent. (10%).

The Issuer's ability to liquidate the properties secured under the Home Loans efficiently and in a timely manner, and in turn to make payments when due on the Notes, may be adversely affected by the legal procedures described above.

#### *Enforcement of Home Loan Guarantees*

If following (i) enforcement of the Collateral Security, (ii) transfer of title to the Home Loans and Home Loan Security in favour of the Issuer and then notification of the borrowers under such Home Loans and (iii) enforcement of its rights by the Issuer under the relevant Home Loan Guarantees against the Home Loans Guarantors thereunder, such Home Loans Guarantors do not pay in whole or in part any amounts due under the relevant Home Loan Guarantees for whatever reason or do not pay such amounts in a timely manner, this may affect the ability of the Issuer to make payments under the Notes.

#### *Correlation between the credit strength of the Borrowers and the credit strength of certain Home Loan Guarantors*

Certain Home Loan Guarantors belong to the Network Guarantee System. Accordingly, the quality of the Home Loan Guarantees granted by those Home Loan Guarantors may be gradually adversely affected as the credit quality of the Network Guarantee System is reduced.

However, one of the task of the specific controller (*contrôleur spécifique*) is to control, when the Home Loans (*prêts à l'habitat*) granted or financed by the *société de financement de l'habitat* are subject to a guarantee (*cautionnement*) from another credit institution or an insurance company included in the consolidation scope, as defined by Article L.233-16 of the French Commercial Code (*Code de commerce*) as applicable to the *société de financement de l'habitat*, the risks assessment methods established by such credit institution or insurance company are adequate, in accordance with Article R.513-21 of the French Monetary and Financial Code (*Code monétaire et financier*).

## **5. Risks relating to swaps and options derivatives**

### *Before the occurrence of a Group Event of Default*

#### Interest risks

Each Borrower Loan granted by the Issuer for the benefit of the Borrowers under the Credit Facility and Collateral Framework Agreement shall be made available according to the same interest conditions as those

applicable to the Notes funding such Borrower Loan. As a consequence, as long as a Group Event of Default has not occurred, the Issuer shall not be exposed to any interest risk regarding the Borrower Loan and the Notes.

#### Currency risks

The Borrower Loan and the Notes funding such Borrower Loan may be denominated in different currencies. In order to hedge the risk resulting from that currency mismatch, it is a condition precedent to the granting of the relevant Borrower Loans that the Issuer shall have entered into the necessary Pre-Enforcement Currency Hedging Transaction(s) with Eligible Hedging Provider(s). Pursuant to the Credit Facility and Collateral Framework Agreement, BPCE SFH has undertaken in favour of the Borrowers to use commercially reasonable efforts for that purpose, provided that if BPCE SFH does not find any such Eligible Hedging Provider agreeing to enter into such Pre-Enforcement Currency Hedging Transaction(s), the corresponding Notes shall not be issued and the relevant Borrower Loan shall not be made available by BPCE SFH to the relevant Borrower

#### *After the occurrence of a Group Event of Default*

There is no assurance that the Home Loans being part of the Collateral Security bear interest at the same conditions as those of the Notes and are denominated in the same currency as the Notes. Upon the occurrence of a Group Event of Default and the enforcement of the Collateral Security, Home Loans and related Homes Loans Security will be transferred to the Issuer. In this case, in order to pre-empt and hedge the potential mismatch of the interest rates applicable to the Notes and to the Home Loans and the potential mismatch of currencies, the Issuer has undertaken, upon the occurrence of the earlier between (i) a Hedging Rating Trigger Event or (ii) a Group Event of Default, to enter into the necessary Issuer Hedging Transactions with any relevant Eligible Hedging Provider and, upon the occurrence of a Hedging Rating Trigger Event and as long as no Group Event of Default has occurred, to enter into the corresponding Borrower Hedging Transaction with BPCE, pursuant to Issuer Hedging Agreements and Borrower Hedging Agreements in the forms attached as annex to the Hedging Letter. However, no assurance can be given that the hedging documentation agreed under the Hedging Letter will be concluded, and in particular, that all relevant Eligible Hedging Provider(s) will be found and will accept to enter into that hedging documentation as agreed under the Hedging Letter.

Upon the occurrence of a Hedging Trigger Event, a failure (i) by BPCE SFH to find an Eligible Hedging Provider agreeing to enter into any Issuer Hedging Transaction within thirty (30) Business Days from the occurrence date of such Hedging Trigger Event or (ii) by BPCE to enter into any Borrower Hedging Transaction with the Issuer within thirty (30) Business Days from the occurrence date of such Hedging Trigger Event, in each case in the form attached as annex thereto, shall constitute a Group Event of Default.

#### *Performance and termination of the hedging documentation*

The Issuer will be dependent upon the performance by the Eligible Hedging Providers of their payment obligations under the relevant Pre-Enforcement Currency Hedging Transaction(s) and Issuer Hedging Agreement and by BPCE under the relevant Borrower Hedging Agreement to perform its own payment obligations under the Notes. In addition, in certain circumstances, the hedging documentation contemplated under the Hedging Strategy may be terminated and as a result the Issuer may be unhedged if replacement interest rate and/or currency derivative transactions are not entered into.

For more details on the Hedging Strategy, please see "The Hedging Strategy".

## **6. Risks related to Notes generally**

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

Each potential investor in the 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 Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Base Prospectus, any applicable supplement to this Base Prospectus or 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 Notes and the impact the relevant Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices 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 Notes generally and in any particular type of Notes.

Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

#### *Modification of the Terms and Conditions of the French law Notes*

The holders of French law Notes will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interest in a *Masse*, as defined in Condition 10, and a general meeting of the holders of French law Notes can be held (the "**General Meeting**"). The Terms and Conditions of the French law Notes permit in certain cases defined majorities to bind all holders of French law Notes including holders of French law Notes who did not attend and vote at the relevant General Meeting and holders of French law Notes who voted in a manner contrary to the majority. The General Meeting may deliberate on any proposal relating to the modification of the Terms and Conditions of the French law Notes including any proposal, whether for arbitration or settlement, relating to rights in controversy or which was the subject of judicial decisions, as more fully described in Condition 10.

Similarly, any modification of the Terms and Conditions of the German law Notes may be made pursuant to specific provisions with respect thereto.

#### *Change of law*

The Terms and Conditions of the French law Notes are based on French law and the Terms and Conditions of the German law 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 or German law (as applicable) or administrative practice after the date of this Base Prospectus.

#### *Taxation*

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

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

If French law should require that any payments in respect of any Note be subject to deduction or withholding in respect of any taxes or duties whatsoever, the Issuer will not pay any additional amounts. Therefore, the corresponding risk shall be borne by the Noteholders or, if applicable, the Receiptholders and the Couponholders. In addition, if French law should require that payments of principal or interest in respect of any Note be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, such Notes may not be redeemed early.

#### *Market value of the Notes*

The market value of the Notes will be affected by the creditworthiness of the Borrower and of the Issuer and a number of additional factors, including, but not limited to, the volatility of the index (as the case may be), market interest and yield rates and the time remaining to the maturity date.

The value of the Notes or the index depends on a number of interrelated factors, including economic, financial and political events in France or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the French Law Notes are traded. The price at which a Noteholder will be able to sell the Notes prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser.

## 7. Risks related to the structure of a particular issue of Notes

Notes issued under the Programme will either be fungible with an existing Series or have different terms to an existing Series (in which case they will constitute a new Series). All Notes issued from time to time will rank *pari passu* with each other.

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

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

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

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

The Final Maturity Date of Soft Bullet Notes may be extended automatically to the Extended Final Maturity Date if the Final Redemption Amount of the relevant Soft Bullet 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 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.

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 Notes*

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

While the nominal interest rate of a fixed interest rate note is determined during the term of such 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 note varies in the opposite direction. If the Market Interest Rate increases, the price of the note typically decreases, until the yield of the note equals approximately the Market Interest Rate. If the Market Interest Rate decreases, the price of a fixed-rate note typically increases, until the yield of the bond equals approximately the Market Interest Rate.

Noteholders should be aware that movements of the Market Interest Rate can adversely affect the price of the 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 Notes.

### *Floating Rate Notes*

Investment in Notes which bear interest at a floating rate comprises (i) a reference rate and (ii) a margin to be added or subtracted, as the case may be, from such base rate (a "**Floating Rate**"). Typically, the relevant margin will not change throughout the life of the Notes but there will be a periodic adjustment (as specified in the relevant Final Terms) of the reference rate (e.g., every three (3) months or six (6) months) which itself will change in accordance with general market conditions. Accordingly, the market value of Floating Rate Notes may be volatile if changes, particularly short term changes, to market interest rates evidenced by the relevant reference rate can only be reflected in the interest rate of these Notes upon the next periodic adjustment of the relevant reference rate.

### *Fixed/Floating Rate Notes, Fixed/Fixed Rate Notes and Floating/Floating Rate Notes*

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate. Fixed/Fixed Rate Notes and Floating/Floating Rate 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. The Issuer's ability to convert the interest rate will affect the

secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a Fixed Rate to a Floating Rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new Floating Rate at any time may be lower than the rates on other Notes. If the Issuer converts from a Floating Rate to a Fixed Rate, the Fixed Rate may be lower than then prevailing rates on its Notes.

#### *Zero Coupon Notes*

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

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

The market values of Notes 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 Notes, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

#### *Ratings of the Notes and Rating Confirmation*

The ratings assigned to the Notes by the Rating Agencies are based on the Collateral Security, the Home Loans and Home Loan Security and the other relevant structural and credit enhancement features provided for under the Programme Documents, including, among other things, the short-term and/or long-term unsecured, unguaranteed and unsubordinated debt ratings of the parties to the Programme Documents, and reflect only the views of the Rating Agencies. The ratings address the likelihood of full and timely receipt by any of the relevant Noteholders of interest on the Notes and the likelihood of receipt by any relevant Noteholder of principal of the Notes by the relevant Final Maturity Date. There is no assurance that any such ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by any of the Rating Agencies without notice as a result of changes in or unavailability of information or if, in the judgment of the Rating Agencies, circumstances so warrant. A qualification, downgrade or withdrawal of any of the ratings mentioned above may impact both the value of the Notes or their marketability in secondary market transactions.

The Rating Agencies will be notified of the exercise of certain discretions exercised by or on behalf of the Issuer under the Programme Documents. However, the Rating Agencies are under no obligation to revert to the Issuer (or any of its agents) regarding the impact of the exercise of such discretion on the ratings of the Notes and any decision as to whether or not to confirm, downgrade, withdraw or qualify the ratings of all classes or any class of Notes based on such notification may be made at the sole discretion of the Rating Agencies at any time, including after the relevant action has been taken.

Where, after the date of this Base Prospectus, a particular matter such as that referred to in the preceding paragraph or any other matter involves the Rating Agencies being requested a prior Rating Confirmation, the Rating Agencies, at their sole discretion, may or may not give such affirmation. It should be noted that, depending on the timing of delivery of the request and any information needed to be provided as part of any such request, it may be the case that the Rating Agencies cannot provide the relevant affirmation in the time available or at all and they will not be held responsible for the consequences thereof. Any affirmation received from the Rating Agencies, if given, will be given on the basis of the facts and circumstances prevailing at the relevant time and in the context of cumulative changes to the transaction of which the Notes form part since the date of this Base Prospectus. Furthermore, in the event that a Rating Agency gives a Rating Confirmation, this will be on the basis of full and timely receipt by the relevant Noteholders of interest on the Notes and the likelihood of receipt of principal of the Notes by the relevant Final Maturity Date. There is no assurance that after any such affirmation, the then current ratings of the Notes will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by one (1) or more of the Rating Agencies for any of the reasons specified above in relation to the original ratings of the Notes. As such an affirmation of the ratings of the Notes by a Rating Agency is not a representation or warranty that, as a result of a particular matter, the interest and principal due under the Notes will be paid or repaid in full and when due.

The ratings may not reflect the potential impact of all risks discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the relevant rating agency at any time without notice.

Agencies other than the Rating Agencies could seek to rate the Notes and if such unsolicited ratings are lower than the comparable ratings assigned to the Notes by the Rating Agencies, those unsolicited ratings could have

an adverse effect on the value and the marketability of the Notes. For the avoidance of doubt and unless the context otherwise requires, any references to "ratings" or "rating" in this Base Prospectus are to ratings assigned by the specified Rating Agencies only.

#### *Implementation of CRD IV package*

Under EU legislation through the "**CRD IV package**" which 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 n°2013-672 dated 26 July 2013 relating to the separation and regulation of banking activities, as amended by the ordonnance dated 20 February 2014 (*Ordonnance portant diverses dispositions d'adaptation de la législation au droit de l'Union européenne en matière financière*). 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 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 new 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 Notes in respect of certain investors to the extent that those investors are subject to the new guidelines resulting from the implementation of the CRD IV package. 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.

#### *Forecasts and estimates*

Estimates of the weighted average lives of the Notes contained in this Base Prospectus (if any), together with any other projections, forecasts and estimates in this Base Prospectus are forward-looking statements. Such projections are speculative in nature and it can be expected that some or all of the assumptions underlying the projections will not prove to be wholly correct or will vary from actual results. Consequently, the actual results might differ from the projections and such differences might be significant.

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

#### *An active trading market for the Notes may not develop*

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

#### *Exchange rate risks and exchange controls*

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

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

#### *Legal investment considerations may restrict certain investments*

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether

and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

## RETAIL CASCADES

Certain tranches of French law 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 Base Prospectus relates to Offer Periods (if any) beginning within twelve (12) months from the date of the approval of this Base Prospectus by the AMF.

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 and the relevant Final Terms (together, the "**Prospectus**") in connection with a Non-exempt Offer of any Notes in France (the "**Public Offer Jurisdiction(s)**") during the offer period specified in the relevant Final Terms (the "**Offer Period**") by:

- (i) subject to conditions set out in the relevant Final Terms, any financial intermediary authorised to make such offers pursuant to the Markets in Financial Instruments Directive 2004/39/EC dated 21 April 2004, as amended, if applicable 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 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 appointed under the Programme; (c) ensures that any fee (and any commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Notes is fully and clearly disclosed to investors or potential investors; (d) holds all licences, consents, approvals and permits required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules; (e) retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer(s) and the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer(s) in order to enable the Issuer and/or the relevant Dealer(s) to comply with the Rules relating to anti-money laundering, prevention of corruption and "know your client" applicable to the Issuer and/or the relevant Dealer(s); (f) does not, directly or indirectly, cause the Issuer or the relevant Dealer(s) to breach any Rule or any requirement to obtain or make any filing, authorisation or consent in any jurisdiction; and (g) satisfies any further conditions specified in the relevant Final Terms, (in each case an "**Authorised Offeror**"). For the avoidance of doubt, none of the Dealers or the Issuer shall have any obligation to ensure that an Authorised Offeror complies with applicable laws and regulations and shall therefore have no liability in this respect.

The Issuer accepts responsibility, in the Public Offer Jurisdiction(s) specified in the Final Terms, for the content of the Prospectus in relation to any person (an "**Investor**") in such Public Offer Jurisdiction(s) to whom an offer of any Notes is made by any Authorised Offeror and where the offer is made during the period for which that consent is given 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.bpce.fr](http://www.bpce.fr).

**If the Final Terms specify that any financial intermediary may use the Prospectus during the Offer Period, any such Authorised Offeror 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 Notes. Any such offers are not made on behalf of the Issuer or by any of the Dealers or Authorised Offerors and none of the Issuer or any of the Dealers or Authorised Offerors has any responsibility or liability for the actions of any person making such offers.

**An Investor intending to acquire or acquiring any Notes from an Authorised Offeror will do so, and offers and sales of the Notes to an Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to 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 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 "Terms and Conditions of the French law Notes" below shall have the same meanings in this general description. Unless otherwise specified, the expression "Notes" shall include the French law Notes and the German law Notes to the extent permitted by the terms and conditions applicable to the French law Notes and the German law Notes, as applicable.

### I. THE PROGRAMME AND THE NOTES

**Issuer:** BPCE SFH, limited liability company (*société anonyme*) incorporated under French law, duly licensed as a credit institution (*établissement de crédit*) with the status of *société de financement de l'habitat* delivered by the French banking authority (*Autorité de contrôle prudentiel et de résolution*) on 28 March 2011. As a result of the entry into force on 1<sup>st</sup> January 2014 of the Ordinance No. 2013-544 dated 27 June 2013 relating to credit institutions and financing company, the Issuer became a specialised credit institution (*établissement de crédit spécialisé*) as from 1<sup>st</sup> January 2014.

**Arranger:** Natixis.

**Dealers:** Natixis and BPCE have been appointed by the Issuer as dealers in respect of the whole Programme (as defined below).

The Issuer may from time to time 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 Natixis and BPCE 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 the Permanent Dealers and all persons appointed as a dealer in respect of one (1) or more Tranches.

The Issuer may also from time to time terminate the appointment of any Dealer.

**Description:** Euro Medium Term Note Programme for the issue of the Notes (as described herein) (the "**Programme**"). Under the Programme, the Issuer, subject to compliance with all relevant laws, regulations and directives, may from time to time issue notes to be governed by French law or German law (respectively the "**French law Notes**" and the "**German law Notes**"). The French law Notes will be *Obligations de Financement de l'Habitat* within the meaning of Article L.513-30-I of the French Monetary and Financial Code (*Code monétaire et financier*). The German law Notes will be German law governed registered bonds (*Namenschuldverschreibungen*). The principal and interest of each of the French law Notes and the German law Notes will benefit from the statutory *privilège* (priority right of payment) created by Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*) (the "**Privilège**") (for further description see "Overview of the legislation and regulations relating to *sociétés de financement de l'habitat*").

**Programme Amount:** Up to €40,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time, or such other amount as may be agreed from time to time between the Issuer and the Obligors' Agent (as defined below).

**Programme Documents:**

- (a) This Base Prospectus;
- (b) the Dealer Agreement (see "Subscription and Sale") (and any related subscription agreement);
- (c) the Paying Agency Agreement (including the terms and conditions of the German law Notes attached as a schedule thereto);

- (d) the Terms and Conditions of the French law Notes;
- (e) the Certificate evidencing German law Notes (including the attached terms and conditions of the German law Notes);
- (f) the Administrative Services Agreement (see "The Issuer - The Administrative Services Agreement");
- (g) the Management and Recovery Agreement (see "The Issuer – Management and Recovery Agreement");
- (h) the Credit Facility and Collateral Framework Agreement (see "The Credit Facility and Collateral Framework Agreement");
- (i) the Hedging Letter (see "The Hedging Strategy");
- (j) the Issuer Hedging Agreement(s) (if any) (see "The Hedging Strategy"); and
- (k) any other document or agreement entered into by the Issuer (in any capacity whatsoever) for the purposes of the Programme.

**Administrative Agent:** BPCE.

**Management and Recovery Agent:** BPCE.

**Fiscal Agent, Principal Paying Agent and Calculation Agent:** BNP Paribas Securities Services.

**Method of Issue:** The Notes will be issued and may be distributed on a syndicated or non-syndicated basis.

**Series and Tranche:** The Notes will be issued in series (each a "**Series**") having one (1) or more issue dates and on terms otherwise identical (or identical save for the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series.

Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates.

The specific terms of each Tranche (including, without limitation, the aggregate nominal amount, issue price or method of determining the price and method for its disclosure, redemption price thereof, and interest, if any, payable thereunder and completed, where necessary, with additional terms and conditions which, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be 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**").

**Maturities:** Subject to compliance with all relevant laws, regulations and directives, the Notes may have any maturity from one month from the date of original issue, as specified in the relevant Final Terms.

An extended Final Maturity Date may be specified in the relevant Final Terms of a Series of Notes in accordance with the Conditions, each such Notes being referred to as Notes with soft bullet maturity.

**Currencies:** Subject to the Hedging Strategy (see "The Hedging Strategy") and to compliance with all relevant laws, regulations and directives, Notes may be issued in Euro, U.S. Dollars, Japanese Yen, Swiss Francs and, in any other currency agreed between the Issuer and the relevant Dealer(s).

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<b>Denomination(s):</b>	The Notes shall be issued in the Specified Denomination(s) set out in the relevant Final Terms, save that the minimum denomination of the Notes will be, if the Notes are denominated in a currency other than euro, the amount in such currency as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency. Dematerialised Notes of a particular Series shall be issued in one (1) denomination only.
<b>Status of Notes:</b>	<p>The Notes are issued under Articles L.513-28 to L.513-33 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>). Noteholders benefit from the <i>Privilège</i> created by Article L.513-11 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>) (for further description see "Overview of the legislation and regulations relating to <i>sociétés de financement de l'habitat</i>").</p> <p>The Notes and, where applicable, any related Receipts and Coupons, will constitute direct, unconditional and privileged obligations of the Issuer (as described above) and will rank <i>pari passu</i> and without 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 <i>Privilège</i> created by Article L.513-11 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>).</p>
<b>Negative Pledge:</b>	None.
<b>Redemption Amount:</b>	The Final Terms issued in respect of each Tranche will specify the final redemption amounts payable.
<b>Optional Redemption:</b>	The Final Terms issued in respect of each Tranche will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders, and if so the terms applicable to such redemption.
<b>Final Redemption:</b>	<p>Unless previously redeemed or purchased and cancelled or its maturity is extended as provided below pursuant to any Issuer's or Noteholders' option in accordance with the Conditions, each Note shall be finally redeemed on the Final Maturity Date specified in the relevant Final Terms at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) or, in the case of a Note falling within Condition 6(b) below, its final Instalment Amount.</p> <p>An extended final maturity date may be specified in the relevant Final Terms of a Series of Notes in accordance with the relevant Conditions, each such Notes being referred to as soft bullet notes.</p>
<b>Redemption by Instalments:</b>	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 Notes may be redeemed.
<b>Early Redemption for illegality:</b>	Notes will be redeemable at the option of the Issuer prior to their stated maturity for illegality (as provided in Condition 6(g)).
<b>Taxation:</b>	All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such

withholding or deduction is required by law.

**Withholding taxes - No gross-up obligation:**

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

Payments of interest and other income made by the Issuer with respect to Notes will not be subject to the withholding tax set out under Article 125 A III of the French General Tax Code (*Code général des impôts*), unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French General Tax Code (*Code général des impôts*) (a "**Non-Cooperative State**"). If such payments under the Notes are made in a Non-Cooperative State, a 75% withholding tax will be applicable (subject (where relevant) to certain exceptions summarised below and the more favorable provisions of any applicable double tax treaty) pursuant to Article 125 A III of the French General Tax Code (*Code général des impôts*).

Notwithstanding the foregoing, Article 125 A III of the French General Tax Code (*Code général des impôts*) provides, that the 75% withholding tax will not apply in respect of a particular issue of Notes if the Issuer can prove that the principal purpose and effect of a such issue of Notes was not that of allowing the payments of interest or other income to be made in a Non-Cooperative State (the "**Exception**"). Pursuant to the official regulation published by French tax authorities (*Bulletin Officiel des Finances Publiques-Impôts - BOI-INT-DG-20-50-20140211, Section No. 990*), an issue of Notes will be deemed to have a qualifying purpose and effect, and accordingly will be able to benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of the issue of Notes if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French Monetary and Financial Code (*Code monétaire et financier*) or pursuant to an equivalent offer 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, an investment services provider, or by a 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 payments systems operator within the meaning of Article L.561-2 of the French Monetary and Financial Code (*Code monétaire et financier*), or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

Furthermore, by virtue of Article 238 A of the French General Tax Code (*Code général des impôts*), interest and other income paid by or on behalf of the Issuer with respect to such Notes may no longer be deductible from the Issuer's taxable income if they are paid or accrued to persons established or domiciled in a Non-Cooperative State or paid in such a Non-Cooperative State. Under certain conditions, any such non-deductible interest and other income may be recharacterised as deemed distributed income pursuant to Article 109 of the French General Tax Code (*Code général des impôts*), in which case such non-deductible interest and other income may be subject to the withholding tax set out under Article 119 *bis* of the French General Tax Code (*Code général des impôts*), at a rate of 30% or 75%.

However, neither the non-deductibility set out under article 238 A of the French

General Tax Code (*Code général des impôts*) (as further specified by the official regulation (*Bulletin Officiel des Finances Publiques-Impôts* published by French tax authorities on 11 February 2014, BOI-INT-DG-20-50-20142011, Section No. 550) 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 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 regulation published by French tax authorities on 11 February 2014 (*Bulletin Officiel des Finances Publiques – Impôts – BOI-INT-DG-20-50-20142011*, Section No. 550), an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of the issue of the Notes, if such Notes qualify to one (1) of the three (3) above-mentioned classifications.

The above applies to French law Notes only.

**No redemption for taxation reasons:**

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

**Interest Periods and Interest Rates:**

The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. Notes may bear interest at different Rates of Interest until their Extended Final Maturity Date. All such information will be set out in the relevant Final Terms.

**Fixed Rate Notes:**

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

**Floating Rate Notes:**

Floating Rate 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 (the "**Page**") of a commercial quotation service (including, without limitation, EURIBOR, EONIA, LIBOR or CMS);

in each case plus or minus any applicable margin, if any, and calculated and payable as indicated in the relevant Final Terms. Floating Rate Notes may also have a maximum rate of interest, a minimum rate of interest or both.

**Fixed/Floating Rate Notes, Fixed/Fixed Rate Notes and Floating/Floating Rate Notes:**

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

**Zero Coupon Notes:**

Zero Coupon Notes may be issued at their nominal amount or at a discount and will not bear interest.

<b>Form of Notes:</b>	<p>French law Notes may be issued in either dematerialised form ("<b>Dematerialised Notes</b>") or in materialised form ("<b>Materialised Notes</b>").</p> <p>Dematerialised 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 holder, 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 Notes.</p> <p>Materialised Notes will be in bearer form only. A Temporary Global Certificate will initially be issued in respect of each Tranche of Materialised Notes. Materialised Notes may only be issued outside France.</p>
<b>Representation of French law Noteholders:</b>	<p>Holders of French law 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 "<b>Masse</b>").</p> <p>The <i>Masse</i> will be a separate legal entity and will act in part through a representative (the "<b>Representative</b>") and in part through a general meeting of the Noteholders (the "<b>General Meeting</b>").</p>
<b>Governing Law:</b>	<p>French law Notes will be governed by French law.</p> <p>German law Notes will be governed by German law.</p> <p>However, all Notes will be governed by French law with respect to the <i>Privilège</i> created by Article L.513-11 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>).</p>
<b>Clearing Systems:</b>	<p>Euroclear France as central depository in relation to Dematerialised Notes and, in relation to Materialised Notes, Clearstream, Luxembourg and Euroclear or any other clearing system that may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer(s).</p>
<b>Initial Delivery of Dematerialised Notes:</b>	<p>At least one (1) Paris business day before the issue date of each Tranche of Dematerialised Notes, the <i>Lettre comptable</i> relating to such Tranche shall be deposited with Euroclear France as central depository.</p>
<b>Initial Delivery of Materialised Notes:</b>	<p>On or before the issue date for each Tranche of Materialised Notes, the Temporary Global Certificate issued in respect of such Tranche shall be deposited with a common depository for Euroclear and Clearstream, Luxembourg 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 Management and Recovery Agent and the relevant Dealer(s).</p>
<b>Issue Price:</b>	<p>Notes may be issued at their nominal amount or at a discount or premium to their nominal amount.</p>
<b>Offer to the public:</b>	<p>The French law Notes may be offered to the public in France or in any Member State of the European Economic Area (the "<b>EEA</b>") to which the <i>Autorité des marchés financiers</i> has provided with 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 Final Terms provide it and in accordance with applicable laws and regulations.</p>
<b>Approval, Listing and Admission to Trading of the French law Notes:</b>	<p>Application has been made with the <i>Autorité des marchés financiers</i> (the "<b>AMF</b>") for approval of this Base Prospectus, in its capacity as competent authority in France pursuant to Article 212-2 of its <i>Règlement Général</i> which implements the</p>

Prospectus Directive.

Application may be made to Euronext Paris for the French law Notes issued under the Programme for the period of twelve (12) months from the date of this Base Prospectus to be admitted to trading on Euronext Paris and/or to the competent authority of any other Member State of the EEA for French law Notes issued under the Programme to be listed and/or admitted to trading on a Regulated Market (as defined below) in such Member State. Euronext Paris is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC dated 21 April 2004, as amended, appearing on the list of regulated markets issued by the European Commission (a "**Regulated Market**"). French law Notes which are not listed and/or admitted to trading on a Regulated Market may also be listed and/or admitted to trading on an alternative stock exchange or may not be listed or admitted to trading at all. The relevant final terms (the "**Final Terms**") (as defined in "General Description of the Programme") in respect of the issue of any French law Notes will specify whether or not such French law Notes will be listed and admitted to trading and, if so, the relevant Regulated Market where the French law Notes will be listed and/or admitted to trading.

**Rating:**

Notes issued under the Programme are expected on issue to be rated Aaa by Moody's Investors Service Ltd ("**Moody's**") and AAA by Standard & Poor's Credit Market Services Europe Limited, a division of S&P Global, Inc. ("**S&P**" and together with Moody's the "**Rating Agencies**"), both Rating Agencies being established in the European Union, registered under the Regulation (EC) No. 1060/2009 of the European Parliament and 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 ([www.esma.europa.eu](http://www.esma.europa.eu)).

The rating of the 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 relevant Rating Agency at any time without notice.

For the purpose of this Base Prospectus:

"**Rating Confirmation**" means, with respect to any specified action, determination or appointment, and except as otherwise specified in the Programme Documents, notification by the Issuer (or the relevant representative) to the relevant Rating Agencies, for as long as any Notes are rated by them, of such specified action, determination or appointment which does not result in the downgrading, or withdrawal, of the ratings then assigned to the Notes.

**Selling Restrictions:**

There are restrictions on the offer and sale of Notes and the distribution of offering material in various jurisdictions (See "Subscription and Sale").

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

The Notes have not been and will not be registered under 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 in Regulation S. The Notes may include Materialised Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered or sold or, in the case of Materialised Notes in bearer form, delivered within the United States of America or, in the case of certain Materialised 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.

Materialised 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 states that such Materialised 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 Notes are issued other than in compliance with the TEFRA D Rules or the TEFRA C Rules but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

Dematerialised Notes which are not in bearer form for U.S. tax purposes do not require compliance with the TEFRA rules.

## II. THE CREDIT FACILITY AND COLLATERAL FRAMEWORK AGREEMENT

### **The Credit Facility and Collateral Framework Agreement:**

On or before 19 April 2011, BPCE SFH, BPCE and each Original Borrower and Original Guarantor (as defined below under "**The Obligors' Agent**") entered into a credit facility and collateral framework agreement (as amended from time to time, the "**Credit Facility and Collateral Framework Agreement**") setting out the general terms and conditions of the Credit Facility (as defined below under "The Credit Facility") to be granted by BPCE SFH to the Borrowers (including BPCE, as the case may be), the terms and conditions for the creation, monitoring, and enforcement of the Collateral Security (as defined below under "The Collateral Security") and the role of BPCE as representative of the Obligors vis-à-vis the Issuer as Obligors' Agent (as defined below under "The Obligors' Agent"). (See "The Credit Facility and Collateral Framework Agreement").

### **The Credit Facility:**

The proceeds from the issuance of Notes under the Programme will be used by the Issuer, as lender (in such capacity, the "**Lender**") to fund advances (each, a "**Borrower Loan**") which shall be made available to the Borrowers (as defined below under "The Borrowers and the Guarantors") under a multicurrency revolving loan facility (the "**Credit Facility**"). Each Borrower shall apply all amounts borrowed by it under the Credit Facility *inter alia* for the refinancing of its residential loans activity.

The Credit Facility shall be made available to the Borrowers in an aggregate maximum amount equal to the Programme Amount.

The terms and conditions regarding the calculation and the payment of interest under a Borrower Loan shall mirror the equivalent terms and conditions of the Final Terms of the corresponding Notes, provided however that such corresponding Notes and the Borrower Loan may be denominated in different currencies and that, as a principle, the interest to be paid by the Borrower under a Borrower Loan shall be the financing costs of the Lender under the Notes funding such Borrower Loan increased by a margin (the "**Lender Margin**"). The Lender Margin aims at covering, in particular, all the costs and expenses related to the structuring and the updating of the Programme, all the costs and expenses related to the issuance of the Notes and taxes of the Lender during the Programme and all costs related to any Pre-Enforcement Currency Hedging Transaction, as the need may be.

(See "The Credit Facility and Collateral Framework Agreement - The Credit Facility").

### **The Collateral Security:**

Pursuant to the Credit Facility and Collateral Framework Agreement, each Guarantor (i) agrees to grant as collateral security (*remettre en garantie*) for the benefit of the Lender certain Eligible Assets, in order to secure the full and timely payment of any and all Secured Liabilities and (ii) as the need may be, to increase the amount of Eligible Assets granted by it as collateral security under the Credit Facility and Collateral Framework Agreement, in accordance with Article L.211-38 *et seq.* of the French Monetary and Financial Code (*Code monétaire et*

*financier*) and the provisions of the Credit Facility and Collateral Framework Agreement. The Eligible Assets granted as security (*remise en garantie*) by the Guarantors in favour of the Lender under the Credit Facility and Collateral Framework Agreement shall be referred to as the "**Collateral Security**".

The "**Secured Liabilities**" are defined as all financial obligations which are, will or may be owed by any and all Obligors to the Lender under the Credit Facility and Collateral Framework Agreement at any time.

For the purposes of the Credit Facility and Collateral Framework Agreement, an "**Eligible Asset**" shall be any Home Loan Receivable that complies with the Home Loans Eligibility Criteria (as defined in "Credit Facility and Collateral Framework Agreement").

In addition, each Guarantor shall also remit cash to the Lender by crediting the relevant Collection Loss Reserve Account (as defined in "Credit Facility and Collateral Framework Agreement"), by way of full transfer of title (*remise d'espèces en pleine propriété à titre de garantie*), in accordance with Articles L.211-38 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*). Such cash shall become part of the Collateral Security and shall secure the Secured Liabilities as they become due and payable, in accordance with the relevant terms of the Credit Facility and Collateral Framework Agreement. The terms "Collateral Security Assets" and "Collateral Security" shall also include the cash so remitted.

The creation, perfection and enforcement of the Collateral Security shall be governed by Articles L.211-38 *et seq.* of French Monetary and Financial Code (*Code monétaire et financier*).

(See "The Credit Facility and Collateral Framework Agreement - The Collateral Security").

#### **The Borrowers and the Guarantors:**

The borrowers under the Credit Facility and Collateral Framework Agreement (the "**Borrowers**") shall be (i) those entities which have entered into the Credit Facility and Collateral Framework Agreement as borrower on the execution thereof (each an "**Original Borrower**") (which shall include BPCE) and any other entities acceding to the Credit Facility and Collateral Framework Agreement (an "**Additional Borrower**") through the execution of an accession letter for this purpose, in accordance with and subject to the provisions of the Credit Facility and Collateral Framework Agreement and provided in particular that any such Additional Borrower shall be a member of the Group and that a member of the Group may not become an Additional Borrower without becoming simultaneously an Additional Guarantor.

The guarantors under the Credit Facility and Collateral Framework Agreement (the "**Guarantors**") shall be (i) those entities which have entered into the Credit Facility and Collateral Framework Agreement as Guarantor on the execution thereof each an "**Original Guarantor**" (which shall not include BPCE) and any other entities acceding to the Credit Facility and Collateral Framework Agreement (an "**Additional Guarantor**") through the execution of an accession letter for this purpose, in accordance with and subject to the provisions of the Credit Facility and Collateral Framework Agreement and provided in particular that any such Additional Guarantor shall be a member of the Group.

Any Borrower and any Guarantor may resign from such capacity, in accordance with and subject to the provisions of the Credit Facility and Collateral Framework Agreement and provided in particular that the Lender shall be free to accept any such resignation and shall not accept such resignation unless in particular a Rating Confirmation has been obtained.

In any case, save for BPCE, a member of the Group may not be a Borrower without being simultaneously a Guarantor.

The Borrowers and the Guarantors are referred to as the "**Obligors**".

(See "The Borrowers, the Guarantors, the Obligors' Agent, the Management and Recovery Agent and the Administrative Agent").

**The Obligors' Agent:**

Pursuant to the Credit Facility and Collateral Framework Agreement each Borrower and each Guarantor has appointed BPCE as its agent (*mandataire*) to generally represent the Borrowers and the Guarantors vis-à-vis the Lender and carry out certain tasks in their names and on their behalf (the "**Obligors' Agent**").

(See "The Credit Facility and Collateral Framework Agreement - The Obligors' Agent").

**The Group:**

The Borrowers, the Guarantors and the Obligors' Agent are members of the Group and of the Network Guarantee System.

"**Group**" means the group constituted by the members of the Networks and the companies affiliated thereto in accordance with the conditions of Article L.511-31 of the French Monetary and Financial Code (*Code monétaire et financier*), as provided for in Article L.512-106 of the French Monetary and Financial Code (*Code monétaire et financier*) and being member of the Network Guarantee System.

"**Network Guarantee System**" means the system set up by BPCE between members of the Group in accordance with Article L.512-107 of the French Monetary and Financial Code (*Code monétaire et financier*), in order to guarantee the liquidity of the Group and of each Network and guarantee the solvency of the Group and of each Network.

"**Networks**" means the Banques Populaires network, as defined in Article L.512-11 of the French Monetary and Financial Code (*Code monétaire et financier*) and the Caisses d'Épargne network as defined in Article L.512-86 of the French Monetary and Financial Code (*Code monétaire et financier*).

(See "The Borrowers, the Guarantors, the Obligors' Agent, the Management and Recovery Agent and the Administrative Agent").

**Group Events of Default:**

Each of the following events shall constitute an event of default for the purposes of the Credit Facility and Collateral Framework Agreement (each, a "**Group Event of Default**"):

- (a) any Obligor fails to pay any sum due under the Credit Facility when due, in the currency and in the manner specified in the Credit Facility and Collateral Framework Agreement; provided, however, that where (i) such non-payment is due to an administrative error or the failure of continuing external payment systems or clearing systems reasonably used by the Obligor and (ii) such payment is made by the Obligor within three (3) Business Days of such non-payment, such non-payment shall not constitute a Group Event of Default;
- (b) any Obligor fails to comply with any of its material obligations under the Credit Facility and Collateral Framework Agreement (other than a financial obligation) and such breach has or could be reasonably expected to have a material adverse effect on (i) the Collateral Security considered as a whole or (ii) on the ability of the Group to implement the Network Guarantee System (such an effect being a "**Material Adverse Effect**");
- (c) any material representation or warranty made by any Obligor under the Credit Facility and Collateral Framework Agreement or in any notice or other document, certificate or statement delivered by it pursuant thereto or in connection therewith is or proves to have been incorrect or misleading in any material respect when made, and the same is not remedied (if capable of remedy) within sixty (60) Business Days after the Lender has given notice thereof to that Obligor or (if sooner) that Obligor has knowledge of the same, provided that such breach has or

could reasonably be expected to have a Material Adverse Effect;

- (d) a Breach of Asset Cover Test or Breach of Collection Loss Reserve Funding Requirement occurs;
- (e) in respect of any member of the Group, an Insolvency Event occurs;
- (f) at any time it is or becomes unlawful for any Obligor to perform or comply with any or all of its material obligations under the Credit Facility and Collateral Framework Agreement or any of the material obligations of any Obligor under the Credit Facility and Collateral Framework Agreement are not or cease to be legal, valid and binding.
- (g) any effect, event or matter (regardless of its nature, cause or origin and in particular the commencement of any legal, administrative or other proceedings against any Obligor) occurs which has or could reasonably be expected to have a Material Adverse Effect;
- (h) BPCE fails to pay the Collateral Security Fee to any Contributing Guarantor and this failure is not remedied within sixty (60) Business Days from the relevant Collateral Security Fee Payment Date;
- (i) upon the occurrence of a Hedging Trigger Event (as defined in the Hedging Letter) (i) the Lender fails to find an Eligible Hedging Provider agreeing to enter into any Issuer Hedging Transaction (as defined in the Hedging Letter) within thirty (30) Business Days from the occurrence date of such Hedging Trigger Event or (ii) BPCE fails to enter into any Borrower Hedging Transaction (as defined in the Hedging Letter) with the Issuer within thirty (30) Business Days from the occurrence date of such Hedging Trigger Event; or
- (j) the Lender fails to comply with its obligations pursuant to Article R.513-7 of the French Monetary and Financial Code (*Code monétaire et financier*) and BPCE does not assist the Lender in finding the means necessary to cure such failure within thirty (30) Business Days.

For such purposes, "**Insolvency Event**" means, in respect of any entity, the occurrence of any of the following events:

- (i) the relevant entity is, or is deemed or declared for the purposes of any law to be, unable to pay its debts as they fall due or to be insolvent, including without limitation, *en état de cessation des paiements*, or admits in writing its inability to pay its debts as they fall due;
- (ii) the relevant entity, by reason of financial difficulties, begins formal negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of any of its indebtedness or applies for or is subject to an amicable settlement (*règlement amiable*) pursuant to Articles L.611-1 *et seq.* of the French Commercial Code (*Code de commerce*) (or any similar provisions of any law other than French law);
- (iii) a meeting of the shareholders of the relevant entity is convened for the purpose of considering any resolution for (or to petition for) its winding-up or the liquidation of the relevant entity or the opening of proceedings in view of the safeguard (*procédure de sauvegarde*), the rescheduling of the debt (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*) of the relevant entity or any such resolution is passed;
- (iv) any person presents a petition for the winding-up or the liquidation of the relevant entity or the opening of proceedings in view of the safeguard (*procédure de sauvegarde*), the rescheduling of the debt (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*) of the relevant entity and

the petition is not discharged within thirty (30) days;

- (v) a judgement is issued for winding-up or the liquidation of the relevant entity or the opening of proceedings in view of the safeguard (*procédure de sauvegarde*), the rescheduling of the debt (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*) of the relevant entity (or any similar proceedings under any law other than French law) or the transfer of the whole or part of the business of the relevant entity (*cession de l'entreprise*) pursuant to Articles L.620-1 *et seq.* of the French Commercial Code (*Code de commerce*) (or any similar provisions of any law other than French law); or
- (vi) any mandataire ad hoc, administrateur judiciaire, administrateur provisoire, conciliateur or mandataire liquidateur (or any equivalent under any law other than French law) is appointed in respect of the relevant entity or any material part of the directors of the relevant entity request such appointment.

On and at any time after the occurrence of a Group Event of Default, the Lender may without *mise en demeure* or any other judicial or extra judicial step, by written notice to the Obligors' Agent :

- (i) cancel the Credit Facility whereupon it shall immediately be cancelled and no further utilisation request may be issued thereunder; and/or
- (ii) declare that all or part of the Borrower Loans, together with accrued interest, and all other amounts accrued or outstanding under, inter alia, the Credit Facility and Collateral Security be immediately due and payable, whereupon they shall become immediately due and payable; and/or
- (iii) enforce its rights under the Collateral Security.

### III. COVER RATIOS

#### Statutory cover ratio:

As a *société de financement de l'habitat*, the Issuer shall also comply, *inter alia*, with the following legal requirements:

- (a) *sociétés de financement de l'habitat* must at all times maintain a cover ratio between their assets and their liabilities benefiting from the *Privilège*. According to Article R.513-8 of the French Monetary and Financial Code (*Code monétaire et financier*), *sociétés de financement de l'habitat* must at all times maintain a ratio of at least 105 per cent. between their resources benefiting from the *Privilège* and their assets, including the replacement assets (*valeurs de remplacement*), provided however that where the assets of a *société de financement de l'habitat* include receivables secured by other assets pursuant to Articles L.211-36 to L.211-40, L.313-23 to L.313-35, and L.313-42 to L.313-49 of the French Monetary and Financial Code (*Code monétaire et financier*), those assets received as collateral security, whether by way of pledge or full transfer of title, shall be taken into account for the calculation of that ratio (instead of the receivables shown on the balance sheet of the *société de financement de l'habitat*); and
- (b) pursuant to Article L.513-32 of the French Monetary and Financial Code (*Code monétaire et financier*), *sociétés de financement de l'habitat* must appoint a specific controller (*contrôleur spécifique*) with the approval of the French banking authority (*Autorité de contrôle prudentiel et de résolution*) whose tasks are:
  - (i) to ensure that the *société de financement de l'habitat* complies with Articles L.513-28 to L.513-30 of the French Monetary and Financial Code (*Code monétaire et financier*);
  - (ii) to certify that the cover ratio is satisfied in connection with (x) the

- société de financement de l'habitat's* quarterly programme of issues benefiting from the *Privilège* and (y) any issue of resources benefiting from the *Privilège* and whose amount is at least Euro 500 million;
- (iii) to ensure that the Home Loans (*prêts à l'habitat*) granted or financed by the *société de financement de l'habitat* comply with the purpose of Article L.513-28 and with the requirements set out in Articles L.513-29 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*);
  - (iv) to control, when the Home Loans (*prêts à l'habitat*) granted or financed by the *société de financement de l'habitat* are subject to a guarantee (*cautionnement*) from another credit institution or an insurance company included in the consolidation scope, as defined by Article L.233-16 of the French Commercial Code (*Code de commerce*) as applicable to the *société de financement de l'habitat*, the risks assessment methods established by such credit institution or insurance company are adequate, in accordance with Article R.513-21 of the French Monetary and Financial Code (*Code monétaire et financier*); and;
  - (v) to review, pursuant to Article 12 of Regulation 99-10 dated 9 July 1999 on *sociétés de crédit foncier* and *sociétés de financement de l'habitat*, the level of rate and maturity matching between the assets and the liabilities. In case the specific controller believes that the level of rate and maturity matching would create excessive risks for the creditors benefiting from the *Privilège*, the specific controller informs the officers of the relevant *société de financement de l'habitat* and the French banking authority (*Autorité de contrôle prudentiel et de résolution*).

The specific controller has access to information that allows confirmation of each issue's compliance with the cover ratio. This cover ratio is published on the website of the Issuer (<http://www.groupebpce.fr/Investisseur/Dette/BPCE-SFH>) four times a year and checked on a quarterly basis by the specific controller. In addition, the Issuer publishes every quarter on its website (<http://www.groupebpce.fr/Investisseur/Dette/BPCE-SFH>) under "ECBC Label Data" its latest asset cover ratio (on March 2017, the asset cover ratio was equal to 115.8%).

(See "Overview of the legislation and regulations relating to *sociétés de financement de l'habitat*")

#### **Asset Cover Test:**

In addition to the statutory overcollateralization which the Issuer is required to comply with as a *société de financement de l'habitat*, under the Credit Facility and Collateral Framework Agreement, the Management and Recovery Agent shall carry out a test on each Asset Cover Test Date to ensure that the amount of Collateral Security required pursuant to the Credit Facility and Collateral Framework Agreement is in place (the "**Asset Cover Test**").

"**Asset Cover Test Date**" means, prior to and excluding, the date of occurrence of a Group Event of Default, (i) each Utilisation Date and (ii) the 25<sup>th</sup> day of each calendar month.

"**Utilisation**" means an utilisation under the Credit Facility.

"**Utilisation Date**" means the date of an Utilisation, being the date on which the relevant Loan is to be made.

As of the date of this Base Prospectus, the formulae of the Asset Cover Test set out in the Credit Facility and Collateral Framework Agreement is such that (i) the Lender comply with the statutory cover ratio (as described in the paragraph "Statutory cover ratio" above) and (ii) the Programme be rated Aaa by Moody's and AAA by S&P.

If on any Asset Cover Test Date, the Asset Cover Test is not complied with, this event shall constitute a "**Non-Compliance with the Asset Cover Test**". A Non-Compliance with the Asset Cover Test will not constitute a Group Event of Default.

If a Non-Compliance with the Asset Cover Test has occurred and is not remedied prior to the next following Asset Cover Test Date, a "**Breach of Asset Cover Test**" shall occur.

A Breach of Asset Cover Test will result in a Group Event of Default within the meaning of the relevant terms of the Credit Facility and Collateral Framework Agreement.

(See "Cover ratios").

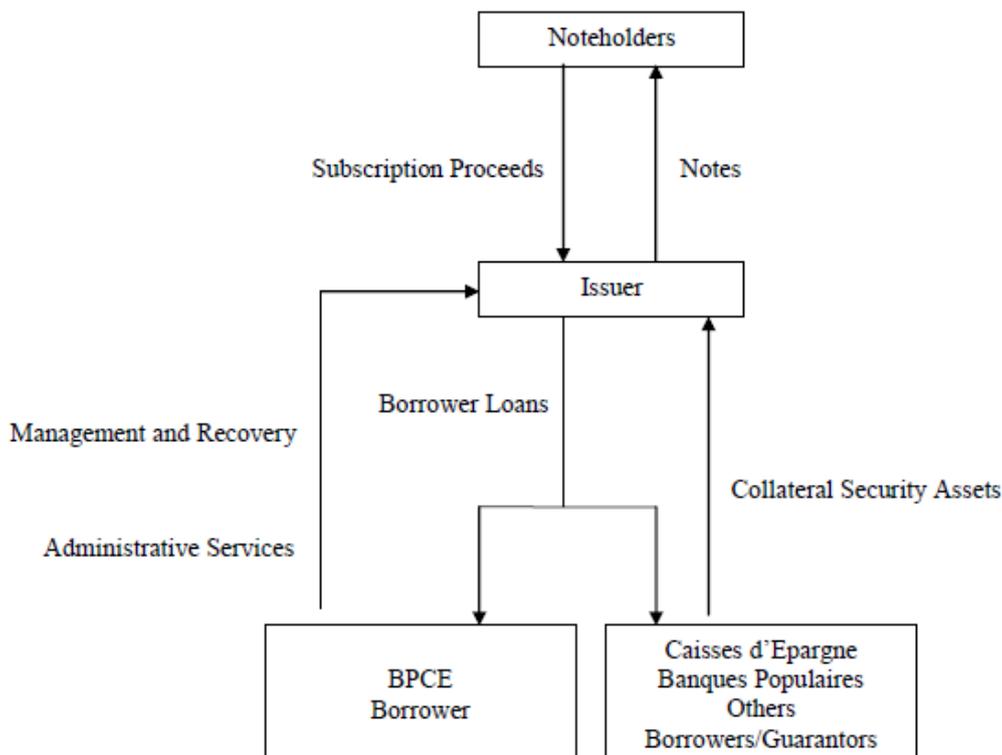
#### **IV. GENERAL INFORMATION**

**General Information:** This Base Prospectus, any supplements thereto (if any) and, so long as Notes are listed and/or 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 Notes will be published on the websites of BPCE ([www.bpce.fr](http://www.bpce.fr)) and of the AMF ([www.amf-france.org](http://www.amf-france.org)).

For so long as Notes may be issued pursuant to this Base Prospectus, copies of this Base Prospectus and various other documents are available free of charge during usual business hours from the registered office of the Issuer and at the specified office of the Paying Agent(s).

## STRUCTURE DIAGRAM - PRINCIPAL PROGRAMME PARTIES

### 1. Structure Diagram



### 2. Principal Programme Parties

The following list does not purport to be complete and is qualified in all respects by the remainder of the Base Prospectus.

<b>Arranger:</b>	Natixis
<b>Issuer:</b>	BPCE SFH
<b>Administrative Agent:</b>	BPCE
<b>Management and Recovery Agent:</b>	BPCE
<b>Permanent Dealers:</b>	Natixis and BPCE
<b>Principal Paying Agent and Fiscal Agent:</b>	BNP Paribas Securities Services
<b>Borrowers:</b>	BPCE and the Original Borrower and any Additional Borrower accessing to the Credit Facility and Collateral Security Agreement
<b>Guarantors:</b>	The Original Guarantor and any Additional Guarantor accessing to the Credit Facility and Collateral Security Agreement
<b>Obligors:</b>	The Borrowers and the Guarantors
<b>Obligors' Agent</b>	BPCE
<b>Statutory Auditors:</b>	KPMG Audit and PricewaterhouseCoopers Audit
<b>Specific controller:</b>	Cailliau Dedouit et Associés
<b>Rating Agencies:</b>	Moody's and S&P

## 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 *Autorité des marchés financiers* (the "AMF") and which are incorporated in, and shall be deemed to form part of, this Base Prospectus:

- (a) the French Annual Financial Report of BPCE SFH for the fiscal year ended 31 December 2016 (*Rapport Financier Annuel*) (the "**2016 Annual Financial Report**");
- (b) the French Annual Financial Report of BPCE SFH for the fiscal year ended 31 December 2015 (*Rapport Financier Annuel*) (the "**2015 Annual Financial Report**");
- (c) the "Terms and Conditions of the French law Notes" section contained on pages 95 to 121 of the base prospectus dated 19 April 2011 which received visa No. 11-125 from the AMF on 19 April 2011 (the "**2011 Conditions**");
- (d) the "Terms and Conditions of the French law Notes" section contained on pages 36 to 56 of the base prospectus dated 19 April 2012 which received visa No. 12-172 from the AMF on 19 April 2012 (the "**2012 Conditions**");
- (e) the "Terms and Conditions of the French law Notes" section contained on pages 37 to 56 of the base prospectus dated 30 April 2013 which received visa No. 13-192 from the AMF on 30 April 2013 (the "**2013 Conditions**");
- (f) the "Terms and Conditions of the French law Notes" section contained on pages 74 to 94 of the base prospectus dated 7 May 2014 which received visa No. 14-186 from the AMF on 7 May 2014 (the "**2014 Conditions**");
- (g) the "Terms and Conditions of the French law Notes" section contained on pages 69 to 90 of the base prospectus dated 11 May 2015 which received visa No. 15-185 from the AMF on 11 May 2015 (the "**2015 Conditions**"); and
- (h) the "Terms and Conditions of the French law Notes" section contained on pages 70 to 91 of the base prospectus dated 17 May 2016 which received visa No. 16-180 from the AMF on 17 May 2016 (the "**2016 Conditions**", together with the 2011 Conditions, the 2012 Conditions, the 2013 Conditions, the 2014 Conditions and the 2015 Conditions, the "**EMTN Previous Conditions**").

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

All documents incorporated by reference in this Base Prospectus may be obtained, without charge upon request, at the principal office of the Issuer and the Paying Agent set out at the end of this Base Prospectus during normal business hours so long as any of the Notes are outstanding. Such documents will be published on the website of BPCE ([www.bpce.fr](http://www.bpce.fr)).

The information incorporated by reference in this Base Prospectus shall be read in connection with the cross reference list below. For the avoidance of doubt, the sections of the documents listed in paragraphs (a) and (b) which are not included in the cross-reference list below are not incorporated by reference in this Base Prospectus.

**Cross reference list in respect of financial information**

<b>INFORMATION INCORPORATED BY REFERENCE</b> (Annexe IV of the European Regulation 809/2004/EC of 29 April 2004, as amended)	<b>REFERENCE</b>
<b>13. FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</b>	
<b><u>13.1 Historical financial information</u></b>	
<b>2016 Annual Financial Report</b>	
<b>- Balance sheet</b>	Pages 54 to 55
<b>- Profit and loss Account</b>	Page 56
<b>- Notes</b>	Pages 57 to 75
<b>- Cash flow statement</b>	Pages 73 to 74
<b>- Auditor's report relating to the 2016 Financial Statements</b>	Pages 76 to 77
<b>2015 Annual Financial Report</b>	
<b>- Balance sheet</b>	Page 56 to 57
<b>- Profit and loss Account</b>	Page 58
<b>- Notes</b>	Page 59 to 79
<b>- Cash flow statement</b>	Page 76to 77
<b>- Auditor's report relating to the 2015 Financial Statements</b>	Page 53 to 54

## SUPPLEMENT TO THE BASE PROSPECTUS

In connection with French law Notes listed and/or admitted to trading on a Regulated Market, 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, including any modification of the Terms and Conditions of the French law Notes 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 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 French law Notes, the Issuer shall prepare a supplement to the Base Prospectus in accordance with Article 16 of the Prospectus Directive and Article 212-25 of the *Règlement Général* of the AMF or publish a replacement base prospectus for use in connection with any subsequent offering of the French law Notes and submit such supplement to the Base Prospectus to the AMF for approval.

In accordance with Article 212-25 of the General Regulation of the AMF, in case of public offers, investors who have agreed to purchase or subscribe Notes before the publication of the supplement to the Base Prospectus benefit from a withdrawal right for at least two trading days after the publication of the supplement if the new factor, mistake or inaccuracy described above arises prior to the final closing of the public offer and delivery of the Notes. 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 (a) published on the websites of (i) the AMF ([www.amf-france.org](http://www.amf-france.org)) and (ii) BPCE SFH ([www.bpce.fr](http://www.bpce.fr)) and (b) available free of charge during usual business hours from the registered office of the Issuer and at the specified office of the Paying Agent(s).

## TERMS AND CONDITIONS OF THE FRENCH LAW 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), shall be applicable to French law Notes. In this section, unless otherwise specified, the term "Notes" shall apply to French law Notes only. The terms and conditions applicable to German law Notes are contained in the Paying Agency Agreement (as defined below).

In the case of Dematerialised 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 Notes (as defined below), either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms (and subject to simplification by the deletion of non-applicable provisions) or (ii) these terms and conditions as so completed shall be endorsed on Definitive Materialised Notes.

All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Final Terms. References in the Conditions to "Notes" are to the Notes of one (1) Series (as defined below) only, not to all Notes that may be issued under the Programme.

The Notes will be issued by BPCE SFH (the "**Issuer**") in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (or identical save as to the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") having 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 nominal amount of the Tranche. Notes will be issued under the Terms and Conditions of this Base Prospectus as completed, in accordance with the Regulation (EC) No. 809/2004 of the Commission of 29 April 2004, as amended, by the relevant final terms relating to the specific terms of each Tranche (the "**Final Terms**"), including, without limitation, the aggregate nominal amount, issue price, redemption price, and interest, if any, payable under the Notes.

The Notes will be issued with the benefit of an amended and restated paying agency agreement dated on or before the date hereof (the "**Paying Agency Agreement**") entered into between the Issuer, BNP Paribas Securities Services as fiscal agent (the "**Fiscal Agent**"), principal paying agent (the "**Principal Paying Agent**") and note calculation agent (the "**Note Calculation Agent**"). In addition to the Principal Paying Agent, additional paying agents may be appointed from time to time. The Principal Paying Agent and any paying agent so appointed shall be together referred to as the "**Paying Agents**" (which expression shall include the Fiscal Agent). The holders of the interest coupons (the "**Coupons**") relating to interest bearing Materialised Notes and, where applicable in the case of such Notes, talons (the "**Talons**") for further Coupons and the holders of the receipts for the payment of instalments of principal (the "**Receipts**") relating to Materialised Notes of which the principal is redeemable in instalments are respectively referred to below as the "**Couponholders**" and the "**Receiptholders**".

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

### 1. Definitions

"**Borrower Loan**" means the Borrowers' indebtedness outstanding from time to time under the Credit Facility.

"**BPCE**" means BPCE, a French *société anonyme*, duly licensed as a French credit institution (*établissement de crédit*), registered in the *Registre du Commerce et des Sociétés* of Paris under number 493 455 042 and having its registered office at 50, avenue Pierre Mendès France – 75201 Paris Cedex 13 – France.

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

"**Group**" means the group constituted by the members of the Networks and the companies affiliated thereto in accordance with the conditions of Article L.511-31 of the French Monetary and Financial Code (*Code monétaire et financier*), as provided for in Article L.512-106 of the French Monetary and Financial Code (*Code monétaire et financier*) and being member of the Network Guarantee System.

"**Network Guarantee System**" means the system set up by BPCE between members of the Group in accordance with Article L.512-107 of the French Monetary and Financial Code (*Code monétaire et financier*), in order to guarantee the liquidity and the solvency of the Group and of each Network.

"**Networks**" means the Banques Populaires network, as defined in Article L.512-11 of the French Monetary and Financial Code (*Code monétaire et financier*) and the Caisses d'Épargne network, as defined in Article L.512-86 of the French Monetary and Financial Code (*Code monétaire et financier*).

"**Noteholder**" or, as the case may be, "**holder of any Note**" means (a) in the case of Dematerialised 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 Notes, (b) in the case of Definitive Materialised Notes, the bearer of any Definitive Materialised Notes and the Coupons, Receipts or Talons relating to it and (c) in the case of Materialised 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 Notes or of a particular nominal amount of interests in such 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, Luxembourg, as appropriate.

"**outstanding**" means, in relation to Notes of any Series, all Notes (including German law Notes) issued other than (a) those that have been redeemed in accordance with these Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued on such Notes to the date for such redemption and any interest payable after such date) have been duly paid as provided in, as applicable, Condition 7 or condition 7 of the terms and conditions of the German law 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 Notes (i) those mutilated or defaced Definitive Materialised Notes that have been surrendered in exchange for replacement Definitive Materialised Notes, (ii) (for the purpose only of determining how many such Definitive Materialised Notes are outstanding and without prejudice to their status for any other purpose) those Definitive Materialised Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Definitive Materialised 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 Notes, pursuant to its provisions.

"**Regulated Market**" means a regulated market situated in a Member State of the EEA as defined in Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004, as amended, appearing on the list of regulated markets issued by the European Securities and Markets Authority.

## 2. Form, Denomination and Title

### (a) Form

The Notes are *Obligations de Financement de l'Habitat* within the meaning of Article L.513-30-I of the French Monetary and Financial Code (*Code monétaire et financier*).

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

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

Dematerialised Notes are issued, at the option of the Issuer, in either bearer form (*au porteur*), which will be inscribed in the books of Euroclear France (acting as central depository) 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 Noteholder 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 intermediary institution entitled to hold accounts, directly or indirectly, with Euroclear France, and includes Euroclear Bank S.A./N.V. ("**Euroclear**") and the depository bank for Clearstream Banking, S.A. ("**Clearstream, Luxembourg**").

- (ii) Materialised Notes are issued in bearer form only. Materialised Notes in definitive form ("**Definitive Materialised Notes**") are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Final Maturity Date or the Extended Final Maturity Date, as the case may be), Coupons and Talons in these Conditions are not applicable. Instalment 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 (*Code monétaire et financier*), securities (such as Notes constituting *obligations* under

French law) in materialised form and governed by French law must be issued outside the French territory.

The Notes may be "Fixed Rate Notes", "Floating Rate Notes", "Fixed/Floating Rate Notes", "Fixed/Fixed Rate Notes", "Floating/Floating Rate Notes" or "Zero Coupon Notes" or a combination of any of the foregoing, depending on the Interest Basis and the redemption method specified in the relevant Final Terms.

**(b) Denomination**

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 the Notes will be, if the Notes are denominated in a currency other than euro, the amount in such currency as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

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

**(c) Title**

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

(ii) Title to Definitive Materialised 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 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 the holder.

**3. Conversions and Exchanges of Notes**

**(a) Dematerialised Notes**

(i) Dematerialised Notes issued in bearer form (*au porteur*) may not be converted for Dematerialised Notes in registered form, whether in fully registered form (*au nominatif pur*) or in administered registered form (*au nominatif administré*).

(ii) Dematerialised Notes issued in registered form (*au nominatif*) may not be converted for Dematerialised Notes in bearer form (*au porteur*).

(iii) Dematerialised Notes issued in fully registered form (*au nominatif pur*) may, at the option of the holder of such Notes, be converted into Notes in administered registered form (*au nominatif administré*), and vice versa. The exercise of any such option by such holder shall be made in accordance with Article R.211-4 of the French Monetary and Financial Code (*Code monétaire et financier*). Any such conversion shall be effected at the cost of such holder.

**(b) Materialised Notes**

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

#### 4. Status - *Privilège*

##### (a) Status

The Notes and, where applicable, any related Receipts and Coupons will constitute direct, unconditional and, pursuant to the provisions of Condition 4(b), privileged obligations of the Issuer and will rank *pari passu* and without any preference among themselves and equally and rateably with all other present or future notes (including the French law Notes and German law Notes of all other Series) and other resources raised by the Issuer benefiting from the *Privilège* created by Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*) as described in Condition 4(b).

##### (b) *Privilège*

(i) The principal and interest of the Notes benefit from the *privilège* (priority right of payment) created by Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*) (the "**Privilège**") and the Noteholders shall benefit from all rights set out in Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*).

(ii) Accordingly, notwithstanding any legal provisions to the contrary (including Book VI (*Livre VI*) of the French Commercial Code (*Code de commerce*)), pursuant to Articles L.513-11 and L.513-30-I of the French Monetary and Financial Code (*Code monétaire et financier*):

1. 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 and L.513-29 of the French Monetary and Financial Code (*Code monétaire et financier*) and forward financial instruments referred to in Article L.513-10 of the French Monetary and Financial Code (*Code monétaire et financier*) (as the case may be, after any applicable netting), together with the claims in respect of deposits made by the Issuer with credit institutions, are allocated in priority to the payment of any sums due in respect of the *obligations de financement de l'habitat* issued by the Issuer and any other resources raised by the Issuer and benefiting from the *Privilège*;

it should be noted that not only Notes benefit from the *Privilège*. Other resources (such as loans) and derivative transactions for hedging Notes and/or assets of the Issuer may also benefit from the *Privilège*;

2. when a *société de financement de l'habitat* such as the Issuer is subject to safeguard, judicial or liquidation proceedings (*procédure de sauvegarde, de redressement ou de liquidation judiciaires*) or to conciliation proceedings with its creditors (*procédure de conciliation*), the amounts arisen regularly (*nées régulièrement*) from the operations referred to in Article L.513-30-I of the French Monetary and Financial Code (*Code monétaire et financier*) shall be paid on their contractual due date, and in priority to all other debts, whether or not preferred or secured, including interest resulting from agreements whatever their duration;
3. until all creditors benefiting from the *Privilège* have been fully paid, no other creditor of a *société de financement de l'habitat* such as the Issuer may exercise any right over the assets and rights of such *société de financement de l'habitat*; and
4. the judicial liquidation of a *société de financement de l'habitat* such as the Issuer will not result in the acceleration of payment of *obligations de financement de l'habitat* such as the Notes and other debts benefiting from the *Privilège*.

#### 5. Interest and other Calculations

##### (a) Definitions

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

"**Benchmark**" means the relevant rate as set out in the relevant Final Terms.

"**Business Day**" means:

- (i) in the case of payments to be made in Euro, a day on which the Trans European Automated Real Time Gross Settlement Express Transfer payment system (known as TARGET 2) or any successor thereto (the "**TARGET System**") is operating (a "**TARGET Business Day**"), and/or

- (ii) in the case of payments to be made in 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) in the case of payments to be made in a Specified Currency and/or one (1) or more additional business centre(s) specified in the relevant Final Terms (the "**Business Centre(s)**"), a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres so specified.

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

- (i) if "**Actual/365**", "**Actual/365-FBF**" or "**Actual/Actual-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)).
- (ii) if "**Actual/Actual-ICMA**" is specified in the relevant Final Terms:
  - (A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
  - (B) if the Calculation Period is longer than one (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
    - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

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

- (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:
  - (A) the number of complete years shall be counted back from the last day of the Calculation Period;
  - (B) 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/365 (Fixed)**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by three hundred and sixty-five (365).
- (v) if "**Actual/360**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by three hundred and sixty (360).
- (vi) 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 three hundred and sixty (360) (the number of days to be calculated on the basis of a year of three hundred and sixty (360) days with twelve (12) thirty (30)-day months (unless (a) the last day of the Calculation Period is the thirty-first (31st) day of a

month but the first day of the Calculation Period is a day other than the thirtieth (30th) or thirty-first (31st) day of a month, in which case the month that includes that last day shall not be considered to be shortened to a thirty (30)-day month, or (b) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a thirty (30)-day month).

- (vii) if "**30/360-FBF**" or "**Actual 30A/360 (American Bond Basis)**" is specified in the relevant Final Terms, in respect of each Calculation Period, the fraction whose denominator is three hundred and sixty (360) and whose numerator is the number of days calculated as for 30E/360-FBF, subject to the following exception: where the last day of the Calculation Period is the thirty-first (31st) and the first day is neither the thirtieth (30th) nor the thirty-first (31st), the last month of the Calculation Period shall be deemed to be a month of thirty-one (31) days.

Using the same abbreviations as for 30E/360-FBF the fraction is:

If  $dd2 = 31$  and  $dd1 \neq (30,31)$

then:

$$\frac{1}{360} \times [(yy2 - yy1) \times 360 + (mm2 - mm1) \times 30 + (dd2 - dd1)]$$

or

$$\frac{1}{360} \times [(yy2 - yy1) \times 360 + (mm2 - mm1) \times 30 + \text{Min}(dd2, 30) - \text{Min}(dd1, 30)];$$

- (viii) if "**30E/360**" or "**Eurobond Basis**" is specified in the relevant Final Terms, the number of days in the Calculation Period divided by three hundred and sixty (360) (the number of days to be calculated on the basis of a year of three hundred and sixty (360) days with twelve (12) thirty (30)-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of a Calculation Period ending on the Final Maturity Date (or the Extended Final Maturity Date, as the case may be), the Final Maturity Date (or the Extended Final Maturity Date, as the case may be) is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a thirty (30)-day month).

- (ix) if "**30E/360-FBF**" is specified in the relevant Final Terms, in respect of each Calculation Period, the fraction whose denominator is three hundred and sixty (360) and whose numerator is the number of days elapsed during such period, calculated on the basis of a year comprising twelve (12) months of thirty (30) days, subject to the following exception: if the last day of the Calculation Period is the last day of the month of February, the number of days elapsed during such month shall be the actual number of days.

Where:

D1 (dd1, mm1, yy1) is the date of the beginning of the period

D2 (dd2, mm2, yy2) is the date of the end of the period

The fraction is:

$$\frac{1}{360} \times [(yy2 - yy1) \times 360 + (mm2 - mm1) \times 30 + \text{Min}(dd2, 30) - \text{Min}(dd1, 30)];$$

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

"**FBF**" means the *Fédération Bancaire Française*.

**"FBF Definitions"** means the definitions set out in the 2013 FBF Master Agreement relating to transactions on forward financial instruments as supplemented by the Technical Schedules published by the FBF, as amended from time to time (together the **"FBF Master Agreement"**), in their amended and updated version applicable as at the date of issue of the first Tranche of the relevant Series.

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

**"Interest Amount"** means the amount of interest payable, and in the case of Fixed Rate Notes, means the Fixed Coupon Amount or Broken Amount, as 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 day of such Interest Accrual Period if the Specified Currency is Euro or (ii) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (iii) the day falling two (2) Business Days in the city specified in the Final Terms for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor Euro.

**"Interest Payment Date"** means the date(s) specified in the relevant Final Terms.

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

**"Interest Period Date"** means each Interest Payment Date unless otherwise specified in the relevant Final Terms.

**"ISDA Definitions"** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc, as amended from time to time, in their updated version applicable as at the date of issue of the first Tranche of the relevant Series.

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

**"Reference Banks"** means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market or, in all other cases, the principal offices of four major banks in the relevant inter-bank market, in each case selected by the Note Calculation Agent.

**"Relevant Date"** means, in respect of any Note, Receipt or Coupon, the date on which payment in respect of it first became due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (in the case of Materialised Notes if earlier) the date seven (7) days after that on which notice is duly given to the holders of such Materialised Notes that, upon further presentation of the Materialised Note or Coupon being made in accordance with these Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

**"Relevant Rate"** means the Benchmark specified in the relevant Final Terms.

**"Relevant Screen Page"** means such page, section, caption, column or other part of a particular information service as may be specified in the relevant Final Terms (or any successor or replacement page, section, caption, column or other part of a particular information service).

**"Relevant Screen Page Time"** means such time as may be specified in the relevant Final Terms.

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

(b) **Interest on Fixed Rate Notes**

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

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 Notes**

(i) *Interest Payment Dates:* Each Floating Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate *per annum* (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. Such Interest Payment Date(s) is/are either shown in the relevant Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the relevant Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period shown in the relevant Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) *Business Day Convention:* If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day. 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 Notes:* The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the provisions below relating to either ISDA Determination, FBF Determination or Screen Rate Determination, depending upon which is specified in the relevant Final Terms.

(A) ISDA Determination for Floating Rate Notes:

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

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

For the purposes of this sub-paragraph (A),

"Floating Rate" and "Floating Rate Option", "Designated Maturity", "Reset Date" and "Swap Transaction", have the meanings given to those terms in the ISDA Definitions;

"**Note Calculation Agent**" shall correspond to the term "**Calculation Agent**", with the meaning given to such term in the ISDA Definitions.

Where ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, unless a higher Minimum Rate of Interest is specified in the relevant Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

In the relevant Final Terms, when the paragraph "Floating Rate Option" (*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 rates based on the relevant Floating Rate Option, one of which shall be determined as if the Designated Maturity for which rates are available were the period of time of next shorter length as compared to the length of the relevant Interest Period, and the other of which shall be determined as if the Designated Maturity were the period of time of next longer length as compared to the length of the relevant Interest Period.

(B) FBF Determination for Floating Rate Notes:

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

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

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

Where FBF Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, unless a higher Minimum Rate of Interest is specified in the relevant Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

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 rates based on the relevant Floating Rate, one of which shall be determined as if the maturity for which rates are available were the period of time of next shorter length as compared to the length of the relevant Interest Period, and the other of which shall be determined as if the maturity were the period of time of next longer length as compared to the length of the relevant Interest Period.

(C) Screen Rate Determination for Floating Rate Notes:

- (a) Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either :
  - 1. the offered quotation; or
  - 2. the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Relevant Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either (1.) 11.00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR) or (2.) if otherwise, the Relevant Screen Page Time on the Interest Determination Date in question as determined by the Note Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more

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

- (b) If the Relevant Screen Page is not available or, if sub-paragraph (a)(i) applies and no such offered quotation appears on the Relevant Screen Page or, if sub-paragraph (a)(ii) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, subject as provided below, the Note Calculation Agent shall request, (i) if the Relevant Rate is LIBOR, the principal London office of each of the Reference Banks, (ii) if the Relevant Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks or (iii) if otherwise, each of the Reference Banks to provide the Note Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Relevant Rate if the Relevant Rate is LIBOR, at approximately 11.00 a.m. (London time), if the Relevant Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if otherwise, at the Relevant Screen Page Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Note Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Note Calculation Agent; and
- (c) If paragraph (b) above applies and the Note Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Note Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Relevant Rate is LIBOR, at approximately 11.00 a.m. (London time), if the Relevant Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if otherwise, at the Relevant Screen Page Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Relevant Rate by leading banks in, if the Relevant Rate is LIBOR, the London inter-bank market, if the Relevant Rate is EURIBOR, the Euro-zone inter-bank market or, if otherwise, the relevant inter-bank market as the case may be, or, if fewer than two of the Reference Banks provide the Note Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Relevant Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Relevant Rate, at which, if the Relevant Rate is LIBOR, at approximately 11.00 a.m. (London time), if the Relevant Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if otherwise, at the Relevant Screen Page Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Note Calculation Agent it is quoting to leading banks in, if the Relevant Rate is LIBOR, the London inter-bank market, if the Relevant Rate is EURIBOR, the Euro zone inter-bank market or, if otherwise, the relevant inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).
- (d) Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Relevant Rate in respect of the Floating Rate Notes is specified as being the EUR CMS, the Rate of Interest for each Interest Period will, subject as provided below, be the offered quotation (expressed as a percentage rate per annum) for EUR CMS relating to the relevant maturity (the relevant maturity year mid swap rate in EUR (annual 30/360)), which appears on the Relevant Screen Page, being Reuters page "ISDAFIX2" under the heading "EURIBOR Basis - EUR", as at 11.00 a.m. (Frankfurt time), on the relevant Interest Determination Date in

question plus or minus (as indicated in the relevant Final Terms) the Margin (if any), all as determined by the Note Calculation Agent.

In the event that the EUR CMS does not appear on the Relevant Screen Page, the Note Calculation Agent shall determine on the relevant Interest Determination Date the applicable rate based on quotations of five Reference Banks (to be selected by the Note 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 TARGET2 Business Days following the relevant Interest Determination 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 Note Calculation Agent for the purpose of determining the Relevant 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 quotations are provided to the Note Calculation Agent in accordance with the above paragraph, it will be determined by the Note Calculation Agent in its sole discretion, acting in good faith and in a commercial and reasonable manner.

Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, unless a higher Minimum Rate of Interest is specified in the relevant Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

In the relevant Final Terms, when the paragraph "Relevant Rate" 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 rates based on the relevant Benchmark, one of which shall be determined as if the maturity for which rates are available were the period of time of next shorter length as compared to the length of the relevant Interest Period, and the other of which shall be determined as if the maturity were the period of time of next longer length as compared to the length of the relevant Interest Period.

**(d) Interest on Fixed/Floating Rate Notes, Fixed/Fixed Rate Notes and Floating/Floating Rate Notes**

Fixed/Floating Rate Notes, Fixed/Fixed Rate Notes and Floating/Floating Rate Notes are Notes for which a change of interest basis (the "**Change of Interest Basis**") is specified to be Applicable in the relevant Final Terms.

Fixed/Floating Rate Notes will bear interest on their outstanding nominal amount at a rate that:

- (i) the Issuer may elect to convert on the switch date specified in the relevant Final Terms (the "**Switch Date**") from Fixed Rate (as defined in Condition 5 (b) and specified in the relevant Final Terms) to Floating Rate (as defined in Condition 5 (c) and specified in the relevant Final Terms) or from Floating Rate to Fixed Rate; the Issuer election to Change of Interest Basis on such Fixed/Floating Rate Notes should be deemed effective after a valid notification sent by the Issuer to the relevant Noteholders (in accordance with Condition 13) 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 on the Switch Date.

Fixed/Fixed Rate Notes and Floating/Floating Rate Notes, as applicable, will bear interest on their outstanding nominal amount at a rate that:

- (i) the Issuer may elect to convert on the Switch Date from a Fixed Rate to a different Fixed Rate or from a Floating Rate to a different Floating Rate; the Issuer election to Change of Interest Basis on such Fixed/Fixed Rate Notes or Floating/Floating Rate Notes should be deemed effective after a valid notification sent by the Issuer to the relevant Noteholders (in accordance with Condition 13) within the period specified in the relevant Final Terms; or
- (ii) automatically changes from a Fixed Rate to a different Fixed Rate or from a Floating Rate to a different Floating Rate on the Switch Date.

**(e) Zero Coupon Notes**

Where a 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 Option

or, if so specified in the relevant Final Terms, pursuant to Condition 6(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 Early Redemption Amount. 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 Note shall be a rate *per annum* (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(e)(i)).

**(f) Accrual of Interest**

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

**(g) Margin, Rate Multiplier, Maximum or Minimum Rate of Interest, Instalment Amounts and Redemption Amounts and rounding**

- (i) If any Margin or Rate Multiplier is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one (1) or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with paragraph (c) above by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin or by multiplying the Rate of Interest by the Rate Multiplier, 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 (unless otherwise specified), (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) 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 these purposes "unit" means the lowest amount of such currency that is available as legal tender in the country of such currency.

**(h) Calculations**

The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Note by the Day Count Fraction, unless an Interest Amount is specified in respect of such period, in which case the amount of interest payable in respect of such Note for such period shall equal such Interest Amount (or be calculated in accordance with such formula). 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.

**(i) Determination and publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts**

The Note Calculation Agent shall, as soon as practicable on such date as the Note 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 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 Noteholders, any other Note Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed and/or 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 5(c)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Note Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

**(j) Note Calculation Agent**

The Issuer shall procure that there shall at all times be one (1) or more Note Calculation Agents if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding. Where more than one (1) Note Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Note Calculation Agent shall be construed as each Note Calculation Agent performing its respective duties under the Terms and Conditions. If the Note Calculation Agent is unable or unwilling to act as such or if the Note 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 Note Calculation Agent (acting through its principal Paris office or any other office actively involved in such market) to act as such in its place. The Note Calculation Agent may not resign from its duties without a successor having been appointed as aforesaid.

**6. Redemption, Purchase and Options**

**(a) Final Redemption**

Unless previously redeemed or purchased and cancelled as provided below or its maturity is extended pursuant to any Issuer's or Noteholders' option, all as specified below, each Note shall be finally redeemed on the Final Maturity Date specified in the relevant Final Terms at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) or, in the case of a Note falling within Condition 6(b) below, its final Instalment Amount.

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, each such Notes being referred to as "**Soft Bullet Notes**", as specified in the Final Terms of the relevant Series). With respect to Series of Soft Bullet Notes, an extended Final Maturity Date (the "**Extended Final Maturity Date**") shall be specified as applying in relation to such Series in the relevant 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 from six (6) months to several years 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 relevant 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 Conditions.

**(b) Redemption by Instalments**

Unless previously redeemed or purchased and cancelled as provided in this Condition 6, or the relevant Instalment Date (being one (1) of the dates so specified in the relevant Final Terms) is extended pursuant to any Issuer's or Noteholders' option in accordance with Conditions 6(c) or 6(d), each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified in the relevant Final Terms. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused (i) in the case of Dematerialised Notes, on the due date for such

payment or (ii) in the case of Materialised Notes, on presentation of the related Receipt, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

**(c) Redemption at the option of the Issuer, 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) calendar days' irrevocable prior notice in accordance with Condition 13 to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem all or, if so provided, some of the Notes on any Optional Redemption Date (as defined in the relevant Final Terms) or Option Exercise Date (as defined in the relevant Final Terms), as the case may be. Any such redemption of 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 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 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 Notes, the notice to holders of such Materialised Notes shall also contain the numbers of the Definitive Materialised Notes to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and Regulated Market requirements.

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

So long as the Notes are listed and/or admitted to trading on a Regulated Market and the rules of, or applicable to, such Regulated Market so require, the Issuer shall, each time there has been a partial redemption of the Notes, cause to be published (i) as long as the Notes are admitted to trading on Euronext Paris and the rules applicable to such Regulated Market so permit, on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)) or (ii) in a leading financial newspaper of general circulation in the city where the Regulated Market on which such Notes are admitted to trading is located, which in the case of Euronext Paris is expected to be *Les Echos*, a notice specifying the aggregate nominal amount of Notes outstanding and, in the case of Materialised Notes a list of any Materialised Notes, drawn for redemption but not surrendered.

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

If 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) calendar days' notice to the Issuer (or such other notice period as may be specified in the relevant Final Terms) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

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 Notes, the Exercise Notice shall have attached to it the relevant Notes (together with all unmatured Receipts and Coupons and unexchanged Talons). In the case of Dematerialised Notes, the Noteholder shall transfer, or cause to be transferred, the Dematerialised Notes to be redeemed to the account of the Paying Agent with a specified office in Paris, as specified in the Exercise Notice. No option so exercised and, where applicable, no Note so deposited or transferred, may be withdrawn without the prior consent of the Issuer.

**(e) Early Redemption**

(i) *Zero Coupon Notes*

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, upon redemption of such Note pursuant to Condition 6(g) shall be the Amortised Nominal Amount (calculated as provided below) of such Note.
- (B) Subject to the provisions of sub-paragraph (C) below, the amortised nominal amount of any such Note (the "**Amortised Nominal Amount**") shall be the scheduled Final Redemption Amount of such 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 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 payable in respect of any such Note upon its redemption pursuant to Condition 6(g) is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Nominal Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the 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 judgment) 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 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 5(e).

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 Notes*

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(g) shall be the Final Redemption Amount. The Issuer shall pay, together with such Final Redemption Amount, the interest accrued to the date fixed for redemption.

**(f) No redemption for taxation reasons**

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

**(g) Redemption due to illegality**

The Notes of all Series shall be redeemed at the option of the Issuer, subject to compliance by the Issuer of all relevant laws, regulations and directives, in whole, but not in part, at any time, on giving not less than thirty (30) nor more than sixty (60) calendar days' irrevocable notice in accordance with Condition 13 to the Noteholders, if the Issuer satisfies the Fiscal Agent immediately before the giving of such notice that it has, or will, before the next Interest Payment Date of any Notes of any Series, become unlawful for the Issuer to make, fund or allow to remain outstanding any Borrower Loan made by it to the Borrowers or to comply with any other of its obligations under the Notes of all Series, as a result of any change in, or amendment to, the applicable laws or regulations or any change in the application or official interpretation of such laws or regulations, which change or amendment has become or will become effective before the next such Interest Payment Date.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Fiscal Agent a certificate signed by two (2) representatives of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and the Fiscal Agent shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on all Noteholders, Receiptholders and Couponholders.

Notes redeemed pursuant to this Condition 6(g) will be redeemed at their Early Redemption Amount referred to in Condition 6(e) together (if appropriate) with interest accrued to the date fixed for redemption, if any.

**(h) Purchases**

The Issuer shall have the right at all times to purchase Notes (provided that, in the case of Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise (including by tender offer) at any price, subject to any applicable laws and regulations and in particular article L.513-26 of the French Monetary and Financial Code (*Code monétaire et financier*). The relevant Final Terms will specify whether Notes so purchased by the Issuer shall be held and resold in accordance with Articles L.213-1 A and D.213-1 A of the French Monetary and Financial Code (*Code monétaire et financier*) for the purpose of enhancing the liquidity of the Notes or shall be cancelled in accordance with Condition 6(i) below.

**(i) Cancellation**

All Notes purchased by or on behalf of the Issuer for cancellation shall be cancelled forthwith (together with, in the case of Dematerialised Notes, all rights relating to payment of interest and other amounts relating to such Dematerialised Notes and, in the case of Definitive Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons attached thereto), in the case of Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised Notes, by surrendering the relevant Temporary Global Certificate or the Definitive Materialised Notes in question, together with all unmatured Receipts and Coupons and all unexchanged Talons, if applicable, to the Fiscal Agent. Any Notes so cancelled may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

**7. Payments and Talons**

**(a) Dematerialised Notes**

Payments of principal and interest in respect of Dematerialised Notes shall (i) in the case of Dematerialised Notes in bearer dematerialised form or administered registered form, be made by transfer to the account denominated in the relevant currency of the relevant Account Holders for the benefit of the Noteholders and, (ii) in the case of Dematerialised Notes in fully registered form, to an account denominated in the relevant currency with a Bank designated by the relevant Noteholder. 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 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 Japanese 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, and, if the Specified Currency is New Zealand Dollars, shall be Auckland).

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

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

Upon the date upon which any Definitive Materialised 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 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 9) 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 Note in definitive form becoming due and repayable prior to its Final Maturity Date (or the 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 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 Note is not an Interest Payment Date, interest (if any) accrued in respect of such 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 Note.

**(c) Payments in the United States of America**

Notwithstanding the foregoing, if any Materialised Notes are denominated in U.S. Dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States of America with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

**(d) Payments subject to Fiscal Laws**

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in 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 Noteholders or Couponholders in respect of such payments.

**(e) Appointment of Agents**

The Fiscal Agent, the Principal Paying Agent and the Note Calculation Agent initially appointed by the Issuer and their respective specified offices are listed at the end of this Base Prospectus relating to the Programme of the Notes of the Issuer. The Fiscal Agent, the Principal Paying Agent and the Note Calculation Agent act solely as agents of the Issuer and the Note Calculation Agent(s) act(s) as independent expert(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 or the Note Calculation Agent and to appoint

other or additional Paying Agent(s), provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) one (1) or more Note Calculation Agent(s) where the Terms and Conditions so require, (iii) a Paying Agent having a specified office in at least one (1) major European city (including Paris so long as the Notes are admitted to trading on Euronext Paris and, so long as the Notes are listed and/or admitted to trading on any other Regulated Market, such other city where the Notes are listed and/or admitted to trading), (iv) in the case of Materialised Notes, a Paying Agent having its specified office in a Member State of the EU that will not be obliged to withhold or deduct tax pursuant to any directive on the taxation of savings income or any law implementing or complying with, or introduced in order to, such directive (which may be any of the Paying Agents referred to in (iii) above), (v) in the case of Dematerialised Notes in fully registered form, a Registration Agent and (vi) such other agents as may be required by the rules of any other Regulated Market on which the Notes may be listed and/or admitted to trading.

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

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

**(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 Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).

**(g) Business Days for Payment**

If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until (i) the next following business day or (ii) if "Modified Following" is specified in the relevant Final Terms, 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. The holder shall not (i) be entitled to any interest or other sum in respect of such postponed payment or (ii) receive less interest in respect of such anticipated payment. In this paragraph, "**business day**" means a day (other than a Saturday or a Sunday) (A) (i) in the case of Dematerialised Notes, on which Euroclear France is open for business or (ii) in the case of Materialised Notes, on which banks and foreign exchange markets are open for business in the relevant place of presentation, (B) in such jurisdictions as shall be specified as "**Financial Centre(s)**" in the relevant Final Terms and (C) (i) in the case of a payment in a currency other than Euro, where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or (ii) in the case of a payment in Euro, which is a TARGET Business Day.

**(h) Bank**

For the purpose of this Condition 7, "**Bank**" means a bank in the principal financial centre of the relevant currency or, in the case of Euro, in a city in which banks have access to the TARGET System.

**8. Taxation**

**(a) Tax exemption**

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

**(b) No Additional Amounts**

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

**(c) Supply of Information**

Each Noteholder shall be responsible for supplying to the relevant Paying Agent, in a timely manner, any information as may be required in order to comply with the identification and reporting obligations

imposed on it by any directive on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to such directive.

## 9. Prescription

Claims against the Issuer for payment in respect of any amount due under the Notes, Receipts and Coupons (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.

## 10. Representation of Noteholders

- (a) If the relevant Final Terms specify "Full Masse", the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a *masse* (in each case, the "**Masse**") and the provisions of French Code de commerce relating to the Masse shall apply.

The names and addresses of the initial representative (the "**Representative**") of the *Masse* and its alternative will be set out in the relevant Final Terms.

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

In the event of death, retirement, dissolution or revocation of appointment of the Representative, such Representative will be replaced by the alternative representative. In the event of the death, retirement, dissolution or revocation of appointment of the alternative representative, an alternative will be elected by the General meeting of the Noteholders (the "**General Meeting**").

In accordance with Article R.228-71 of the French Commercial Code (*Code de commerce*), the rights of each holder of a Note to participate in a General Meeting must be evidenced by entries in the books of the relevant Account Holder of the name of such holder of a Note on the second (2<sup>nd</sup>) business day in Paris preceding the date set for the relevant General Meeting at midnight (0.00), Paris time.

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

- (b) If the relevant Final Terms specify "Contractual Masse", the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a *masse* (in each case, the "**Masse**") which will be subject to the below provisions of this Condition 10(b).

The *Masse* will be governed by the provisions of the French Commercial Code (*Code de commerce*) applicable to the *Masse*, the *Masse* will be governed, in accordance with Article L.228-90 of the French Commercial Code (*Code de commerce*), by the provisions of the French Commercial Code (*Code de commerce*), with the exception of Articles L.228-48, L.228-59, L.228-71, L.228-80, R.228-63, R.228-67, R.228-69 and R.228-83 and subject to the following provisions:

### (i) Legal Personality

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

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

### (ii) Representative

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

- (i) the Issuer, the members of its Board (*conseil d'administration*), its managing directors (*directeurs généraux*), its statutory auditors, its employees and their ascendants, descendants and spouses; or

- (ii) companies guaranteeing all or part of the obligations of the Issuer, their respective managers (*gérants*), managing directors (*directeurs généraux*), members of their Board, executive board or supervisory board, their statutory auditors, employees and their ascendants, descendants and spouses; or
- (iii) companies holding directly ten per cent. (10%) or more of the share capital of the Issuer or companies having ten per cent. (10%) or more of their share capital held by the Issuer; or
- (iv) persons to whom the practice of banking is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

Except as otherwise specified in the relevant Final Terms, irrespective of paragraphs (a) and (b) above, the Representative appointed in respect of the Notes is:

**MCM AVOCAT**

*Selarl d'avocats interbarreaux inscrite au Barreau de Paris*

10, rue de Sèze

75009 Paris

France

Represented by Maître Antoine Lachenaud, *Co-gérant – associé*

The alternative representative shall be:

**Maître Philippe Maisonneuve**

*Avocat*

10, rue de Sèze

75009 Paris

France

In the event of death, retirement, liquidation, dissolution or revocation of appointment of the Representative, such Representative will be replaced by the alternative representative. In the event of the death, retirement, liquidation, dissolution or revocation of appointment of the alternative representative, an alternative representative will be elected by the General Meeting.

Except as otherwise specified in the relevant Final Terms, the Issuer shall pay to the Representative an amount of Euro 2,500 per year so long as any of the Notes is outstanding. The alternative representative will only become entitled to the annual remuneration of Euro 2,500 if it exercises the duties of Representative on a permanent basis; such remuneration will accrue from the day on which it assumes such duties.

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

**(iii) Powers of Representative**

The Representative shall (in the absence of any decision to the contrary of the General Meeting), and except as provided by paragraph 1 of Article L.513-24 of the French Monetary and Financial Code (*Code monétaire et financier*), have the power to take all acts of management necessary in order to defend the common interests of the Noteholders.

All legal proceedings against the Noteholders or initiated by them, must be brought by or against the Representative, except that, should safeguard procedure (*procédure de sauvegarde*), judicial reorganisation (*redressement judiciaire*) or liquidation (*liquidation judiciaire*) proceedings be commenced against the Issuer, the Specific Controller would file the proof of debt of all creditors (including the Noteholders) of the Issuer benefiting from the *Privilège* pursuant to paragraph 1 of Article L.513-24 of the French Monetary and Financial Code (*Code monétaire et financier*).

The Representative may not be involved in the management of the affairs of the Issuer.

**(iv) General Meeting**

A General Meeting may be held at any time, on convocation 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 Notes outstanding, may address to the Issuer and the

Representative a demand for convocation of the General Meeting. If such General Meeting has not been convened within two (2) months after such demand, the Noteholders may commission one (1) of their members to petition a competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, hour, place and agenda of any General Meeting will be published as provided under Condition 13.

Each Noteholder has the right to participate in a General Meeting in person or by proxy. Each Note carries the right to one (1) vote or, in the case of 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 Note.

In accordance with Article R.228-71 of the French Commercial Code (*Code de commerce*), the rights of each holder of a Note to participate in a General Meeting must be evidenced by entries in the books of the relevant Account Holder of the name of such holder of a Note on the second (2<sup>nd</sup>) business day in Paris preceding the date set for the relevant General Meeting at midnight (0.00), Paris time.

**(v) Powers of the General Meetings**

The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative and the alternative representative and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the Notes, including authorising the Representative to act at law as plaintiff or defendant.

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

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

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

**(vi) Information to Noteholders**

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

**(vii) Expenses**

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

In respect of paragraphs (a) and (b) above, the Noteholders of the same Series, and the Noteholders of any other Series which have been assimilated (*assimilées*) with the Notes of such first mentioned Series in accordance with Condition 12, shall, for the defence of their respective common interests, be grouped in a single *Masse*. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single *Masse* of all Tranches in such Series.

## 11. Replacement of Definitive Materialised Notes, Receipts, Coupons and Talons

If, in the case of any Materialised Note, a Definitive Materialised 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 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 Notes, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Materialised Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

## 12. Further Issues

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

## 13. Notices

- (a) Notices to the holders of Dematerialised Notes in registered form (*au nominatif*) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth (4<sup>th</sup>) weekday (being a day other than a Saturday or a Sunday) after the mailing, or (ii) at the option of the Issuer, they are published (A) so long as such Notes are admitted to trading on Euronext Paris, in a leading daily financial newspaper of general circulation in France (which is expected to be *Les Echos*) or (B) in a leading daily financial newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or (C) in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the AMF and so long as such Notes are listed and/or admitted to trading on any Regulated Market, in a leading daily financial newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Notes are listed and/or admitted to trading, if the rules applicable to such Regulated Market(s) so require.
- (b) Notices to the holders of Materialised Notes and Dematerialised Notes in bearer form (*au porteur*) shall be valid if, at the option of the Issuer, they are published (i) so long as such Notes are admitted to trading on Euronext Paris, in a leading daily financial newspaper of general circulation in France (which is expected to be *Les Echos*), or (ii) in a daily leading financial newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or (iii) in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the AMF and so long as such Notes are listed and/or admitted to trading on any Regulated Market, in a leading daily financial newspaper with general circulation in the city/ies where the Regulated Market(s), on which such Notes are listed and/or admitted to trading is located, if the rules applicable to such Regulated Market(s) so require.
- (c) If any such publication is not practicable, notice shall be validly given if published in another leading daily English language financial newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Materialised Notes in accordance with this Condition.
- (d) Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream, Luxembourg and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication as required by Conditions 13(a), (b), (c), above; except that so long as such Notes are listed and/or admitted to trading on any Regulated Market(s) and the rules applicable to such Regulated Market(s) so require, notices shall also be published in a leading daily financial newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Notes are listed and/or admitted to trading are/is situated.

**14. No hardship**

The provisions of Article 1195 of the French Civil Code (*Code civil*) shall not apply to the Notes and no claim may be brought under Article 1195 of the French Civil Code (*Code civil*).

**15. Governing Law and Jurisdiction**

**(a) Governing Law**

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

**(b) Jurisdiction**

Any claim against the Issuer in connection with any Notes, Receipts, Coupons or Talons may be brought before any competent court in Paris.

## USE OF PROCEEDS

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

Unless otherwise specified in the relevant Final Terms, the net proceeds of the issue of Notes will be used to fund Borrower Loans under the Credit Facility to be made available by the Issuer to the Borrowers and, as the case may be, BPCE. Each Borrower shall apply all amounts borrowed by it under the Credit Facility *inter alia* for the refinancing of its residential loans activity.

## **OVERVIEW OF THE LEGISLATION AND REGULATIONS RELATING TO *SOCIÉTÉS DE FINANCEMENT DE L'HABITAT***

Please note that this section should be updated, as the case may be, with any relevant Instruction from the French banking authority (Autorité de contrôle prudentiel et de résolution) or Ministerial order published in respect of sociétés de financement de l'habitat.

### **Entities entitled to issue *Obligations de financement de l'habitat***

The legal and regulatory regime applicable to *sociétés de financement de l'habitat* results mainly from the following provisions:

- (a) Articles L.513-3, L.513-5, L.513-7 to L.513-26 and L.513-28 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*);
- (b) Articles R.513-1, R.513-3, R.513-4, R.513-6 to R.513-12, R.513-14, R.513-15 to R.513-18 and R.513-19 to R.513-21 of the French Monetary and Financial Code (*Code monétaire et financier*);
- (c) 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*); and
- (c) Regulations (*instructions*) No. 2011-I-06 and No. 2011-I-07 both dated 15 June 2011, as amended and Regulation (*instruction*) 2014-I-17 dated 8 December 2014 issued by the French banking authority (*Autorité de contrôle prudentiel et de résolution*).

### **Eligible assets**

In accordance with the French current legal framework applicable to *sociétés de financement de l'habitat* on the date hereof, a *société de financement de l'habitat* may only:

- (a) grant loans to any credit institution provided that such loans are guaranteed by the collateralisation (*remise*), the assignment (*cession*) or the pledge (*nantissement*) of Home Loans receivables (*créances de prêts à l'habitat*) (as defined below), pursuant to and in accordance with the provisions of Articles L.211-36 to L.211-40 or Articles L.313-23 to L.313-35 of the French Monetary and Financial Code (*Code monétaire et financier*), regardless of their nature, professional or otherwise;
- (b) purchase units or notes issued by French *organismes de titrisation* or any other similar foreign entities governed by the laws of a Member State of the European Union or EEA, the United States of America, Switzerland, Japan, Canada or New Zealand, if the following provisions of Article L.513-5 of the French Monetary and Financial Code (*Code monétaire et financier*) are complied with:
  - (i) the assets of such securitisation vehicles consist of at least 90% of receivables of the same kind than those complying with the criteria set out in Article L.513-3-I of the French Monetary and Financial Code (*Code monétaire et financier*) or other receivables benefiting from the same level of guarantees;
  - (ii) such units or notes are not specific units or specific notes issued to cover the risk of default (*défaillance*) of debtors;
  - (iii) 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 (*Code monétaire et financier*)
- (c) subscribe for promissory notes (*billets à ordre*) issued by any credit institution, pursuant to and in accordance with the provisions of Articles L.313-43 to L.313-48 of the French Monetary and Financial Code (*Code monétaire et financier*) and which, as an exception to Article L.313-42 of the said code, are issued in order to refinance Home Loans receivables (*créances de prêts à l'habitat*) (as defined below); and
- (d) grant Home Loans (as defined below).

The Home Loans which will be granted or financed by a *société de financement de l'habitat* are:

- (a) aiming at financing, in whole or in part, residential real property located in France or another European Union Member State or an European Economic Area Member State or a State 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 (*Code monétaire et financier*); and

- (b) guaranteed by a first-ranking mortgage or a charge over real property which provides a guarantee at least equivalent thereto or a guarantee (*cautionnement*) granted by a credit institution or an insurance company.

In addition, according to Articles L.513-7, R.513-6 and R.513-20 of the French Monetary and Financial Code (*Code monétaire et financier*), a *société de financement de l'habitat* may also hold securities, instruments and deposits which are sufficiently secure and liquid, as replacement assets (*valeurs de remplacement*) defined as exposures on credit institutions or investment firms benefiting from the highest level of credit assessment (*meilleur échelon de qualité de crédit*) (or when the remaining maturity of such exposures on credit institutions or investment firms is less than 100 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 (*Code monétaire et financier*), as well as debt securities issued or fully guaranteed by public sector entities which comply with the provisions of Article L.513-4-I of the French Monetary and Financial Code (*Code monétaire et financier*) and debt securities issued or fully guaranteed by a central authority of a state member of the European Union and the sums credited on bank accounts opened with by a central authority of a state member of the European Union complying with the requirements of criteria a of paragraph 1 of article 416 of the Regulation n° 575/2013/EU of 26 June 2013.

Finally, a *société de financement de l'habitat* may acquire and own any movable or immovable property which is necessary for the accomplishment of its corporate purpose or which derives from recovery of the receivables it holds.

In addition, as any *société de financement de l'habitat*, the Issuer is not allowed to make any other investments, except investments in assets which are sufficiently secure and liquid to be held as replacement assets (*valeurs de remplacement*), as defined in Article R.513-6 and R.513-20 of the French Monetary and Financial Code (*Code monétaire et financier*).

See also "Description of the Issuer – Issuer's exclusive purpose and business overview".

#### **Statutory cover ratio**

*Sociétés de financement de l'habitat* must at all times maintain a cover ratio between their assets and their liabilities benefiting from the *Privilège*. According to Article R.513-8 of the French Monetary and Financial Code (*Code monétaire et financier*), *sociétés de financement de l'habitat* must at all times maintain a ratio of at least 105 per cent. between their resources benefiting from the *Privilège* and their assets, including the replacement assets (*valeurs de remplacement*), provided however that where the assets of a *société de financement de l'habitat* include receivables secured by other assets pursuant to Articles L.211-36 to L.211-40, L.313-23 to L.313-35, and L.313-42 to L.313-49 of the French Monetary and Financial Code (*Code monétaire et financier*), those assets received as collateral security, whether by way of pledge or full transfer of title, shall be taken into account for the calculation of that ratio (instead of the receivables shown on the balance sheet of the *société de financement de l'habitat*). In addition, pursuant to Article R.513-8 of the French Monetary and Financial Code (*Code monétaire et financier*), the calculation of the cover ratio shall take into account the exposures on related entities or entities belonging to the same consolidated group (within the meaning of article 12.1 of the Directive of 13 June 1983 on consolidated accounts) only up to an amount that does not exceed 25% of the non privileged resource as further described in Regulation (*Règlement*) n° 99-10 dated 9 July 1999, as amended, issued by the Banking and Financial Regulatory Committee (*Comité de la Réglementation Bancaire et Financière*).

Pursuant to Article L.513-32 of the French Monetary and Financial Code (*Code monétaire et financier*), *sociétés de financement de l'habitat* must appoint a specific controller (*contrôleur spécifique*) with the approval of the French banking authority (*Autorité de contrôle prudentiel et de résolution*) whose tasks are:

- (i) to ensure that the *société de financement de l'habitat* complies with Articles L.513-28 to L.513-30 of the French Monetary and Financial Code (*Code monétaire et financier*);
- (ii) to certify that the statutory cover ratio is satisfied in connection with (a) the *société de financement de l'habitat's* quarterly programme of issues benefiting from the *Privilège* and (b) any issue of resources benefiting from the *Privilège* and whose amount is at least Euro 500 million (a form of certificate is available in Section "Form of certificate of the specific controller pursuant to Article L.513-23 and R.513-16 of the French Monetary and Financial Code");
- (iii) to ensure that the Home Loans (*prêts à l'habitat*) granted or financed by the *société de financement de l'habitat* comply with the purpose of Article L.513-28 and with the requirements set out in Articles L.513-29 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*);

- (iv) to control, when the Home Loans (*prêts à l'habitat*) granted or financed by the *société de financement de l'habitat* are subject to a guarantee (*cautionnement*) from another credit institution or an insurance company included in the consolidation scope, as defined by Article L.233-16 of the French Commercial Code (*Code de commerce*) as applicable to the *société de financement de l'habitat*, the risks assessment methods established by such credit institution or insurance company are adequate, in accordance with Article R.513-21 of the French Monetary and Financial Code (*Code monétaire et financier*); and
- (v) to review, pursuant to Article 12 of Regulation 99-10 dated 9 July 1999 on *sociétés de crédit foncier* and *sociétés de financement de l'habitat*, the level of rate and maturity matching between the assets and the liabilities. In case the specific controller believes that the level of rate and maturity matching would create excessive risks for the creditors benefiting from the *Privilège*, the specific controller informs the officers of the relevant *société de financement de l'habitat* and the French banking authority (*Autorité de contrôle prudentiel et de résolution*).

The specific controller has access to information that allows confirmation of each issue's compliance with the statutory cover ratio. This statutory cover ratio is published on the website of the Issuer (<http://www.groupebpce.fr/Investisseur/Dette/BPCE-SFH>) four times a year and checked on a quarterly basis by the specific controller. In addition, the Issuer publishes every quarter on its website (<http://www.groupebpce.fr/Investisseur/Dette/BPCE-SFH>) under "ECBC Label Data" its latest asset cover ratio (on March 2017, the asset cover ratio was equal to 115.8%).

### **Regulatory liquidity test**

Pursuant to Articles L.513-8 and R.513-7 of the French Monetary and Financial Code (*Code monétaire et financier*), the Issuer must, at all time, cover its treasury needs over a period of 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 (*Code monétaire et financier*).

The treasury needs are covered with replacement assets (*valeurs de remplacement*) complying with the provisions of articles R.513-6 and R.513-20 of the French Monetary and Financial Code and assets which are eligible for the credit operations of the Banque de France in accordance with the procedures and conditions set forth by the latter in the context of its monetary policy and intraday credit operations.

In the case where the assets of the *société de financement de l'habitat* are composed of receivables guaranteed by collateral assets in accordance with Articles L.211-36 to L.211-40, L.313-23 to L.313-35, and L.313-42 to L.313-49 of the French Monetary and Financial Code (*Code monétaire et financier*), if these assets are not replacement assets (*valeurs de remplacement*), the liquidity needs are evaluated by considering the assets transferred as collateral security (and not the receivables).

Pursuant to the Article 12 of the Regulation (*règlement*) n° 99-10 dated 9 July 1999, as amended, issued by the *Comité de la Réglementation Bancaire et Financière* (Banking and Financial Regulation Committee), *sociétés de financement de l'habitat* shall ensure that the average life of the eligible assets held by them, up to the minimum amount required to comply with the cover ratio referred to in Article R.513-8 of the French Monetary and Financial Code (*Code monétaire et financier*), does not exceed more than eighteen (18) months the average life of its liabilities benefiting from the *Privilège*. For that purpose, when the assets comprise receivables secured by collateral assets pursuant to Articles L.211-36 to L.211-40, L.313-23 to L.313-35 and L.313-42 to L.313-49 of the French Monetary and Financial Code (*Code monétaire et financier*), which are not replacement assets (*valeurs de remplacement*), the *société de financement de l'habitat* must take into account the assets received as collateral rather than the secured receivables, i.e. in the case of the Issuer, the Collateral Security Assets. With respect to the Issuer, this requirement would be taken into account in the Credit Facility and Collateral Security Agreement and for each issuance of Notes.

### **Privilège and non privileged debts**

#### *Privilège*

The *obligations de financement de l'habitat* issued by *sociétés de financement de l'habitat*, together with the other resources raised pursuant to an agreement or a document designed to inform the public (within the meaning of Article L.412-1 of the French Monetary and Financial Code (*Code monétaire et financier*)) or any equivalent document required for the admission to trading on foreign regulated markets which mentions the *Privilège*, and the liabilities resulting from derivative transactions relating to the hedging of *obligations de financement de l'habitat* and other privileged debts in accordance with Article L.513-10 of the French Monetary and Financial Code (*Code monétaire et financier*) benefit from the *Privilège* set out under Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*).

Pursuant to Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*), notwithstanding any legal provisions to the contrary and in particular the provisions included in book VI of the

French Commercial Code (*Code de commerce*) relating to the prevention and conciliation of business difficulties and to the judicial administration and liquidation of companies:

- (i) the sums resulting from loans, or assimilated receivables, exposures and securities referred to in Articles L.513-3 to L.513-7 and L.513-29 of the French Monetary and Financial Code (*Code monétaire et financier*) and forward financial instruments referred to in Article L.513-10 of the French Monetary and Financial Code (*Code monétaire et financier*) (as the case may be, after any applicable netting), together with the claims in respect of deposits made by a *société de financement de l'habitat* (i.e. the issuer of *obligations de financement de l'habitat*, such as the Issuer) with credit institutions, are allocated in priority to the payment of any sums due in respect of the *obligations de financement de l'habitat* issued by the Issuer and any other resources raised by the Issuer and benefiting from the *Privilège*;
- (ii) when a *société de financement de l'habitat* such as the Issuer is subject to safeguard, judicial or liquidation proceedings (*procédure de sauvegarde, de redressement ou de liquidation judiciaires*) or to conciliation proceedings with its creditors (*procédure de conciliation*), the amounts arisen regularly (*nées régulièrement*) from the operations referred to in Article L.513-30-I of the French Monetary and Financial Code (*Code monétaire et financier*) shall be paid on their contractual due date, and in priority to all other debts, whether or not preferred or secured, including interest resulting from agreements whatever their duration. Until all creditors benefiting from the *Privilège* have been fully paid, no other creditor of the *société de financement de l'habitat* such as the Issuer may exercise any right over the assets and rights of such *société de financement de l'habitat*;
- (iii) the judicial liquidation of a *société de financement de l'habitat* such as the Issuer will not result in the acceleration of payment of *obligations de financement de l'habitat* such as the Notes and other debts benefiting from the *Privilège*; and
- (iv) the rules set out in (i) and (ii) above also apply to the fees related to the transactions mentioned in 1 and 2 of I of Article L.513-2 of the French Monetary and Financial Code (*Code monétaire et financier*) (including, respectively, the granting of the Borrower Loans and the issue of the Notes) and to sums due, as the case may be, under the contract provided for by Article 513-15 of the French Monetary and Financial Code (*Code monétaire et financier*).

#### *Non privileged debts*

*Sociétés de financement de l'habitat* may also raise other resources which do not benefit from such *Privilège*. Such other resources include:

- (i) loans or resources raised pursuant to an agreement or a document designed to inform the public (within the meaning of Article L.412-1 of the French Monetary and Financial Code (*Code monétaire et financier*)) or any equivalent document required for the admission to trading on foreign regulated markets does not mention the *Privilège*;
- (ii) promissory notes (*billets à ordre*) issued pursuant to and in accordance with the provisions of Articles L.313-43 to L.313-48 of the French Monetary and Financial Code (*Code monétaire et financier*) which, as an exception to Article L.313-42 of the said code, are issued in order to refinance Home Loans receivables (*créances de prêts à l'habitat*);
- (iii) temporary transfers of its securities as provided for in Articles L.211-22 to L.211-34 of the French Monetary and Financial Code (*Code monétaire et financier*), pledge of a securities account as defined in Article L.211-20 of the French Monetary and Financial Code (*Code monétaire et financier*) and transfer of all or part of its receivables in accordance with Articles L.211-36 to L.211-40 or in accordance with Articles L.313-23 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*), regardless of their nature, professional or otherwise. The receivables and securities so refinanced are not taken into account for the purpose of determining the cover ratio of the resources benefiting from the *Privilège*.

#### *Hedging*

A *société de financement de l'habitat* may enter into forward financial instruments to hedge its interests and currency risk on the exposures set out in Articles L.513-4 to L.513-6 of the French Monetary and Financial Code (*Code monétaire et financier*), on the *obligations de financement de l'habitat* and other resources whether or not benefiting from the *Privilège*. Any amounts payable pursuant to these forward financial instruments, after the applicable set-off as the case may be, benefit from the *Privilège* of Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*), unless such forward financial instruments were not concluded by the Issuer to hedge items of its assets and/or privileged liabilities or the global risk on its assets, liabilities and

off-balance sheet items in accordance with Article L.513-10 of the French Monetary and Financial Code (*Code monétaire et financier*).

### **Insolvency derogating regime**

Article L.513-20 of the French Monetary and Financial Code (*Code monétaire et financier*) precludes the extension of any safeguard procedure (*procédure de sauvegarde*), judicial reorganisation (*redressement judiciaire*) or liquidation (*liquidation judiciaire*) in respect of the *société de financement de l'habitat*'s shareholders to the *société de financement de l'habitat*.

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

In addition, certain nullity of transactions entered into during the hardening period (*période suspecte*) are not applicable for transactions or acts entered into by a *société de financement de l'habitat* provided that such transactions and acts 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 (*Code monétaire et financier*), in case of the opening of any safeguard procedure (*procédure de sauvegarde*), judicial reorganisation (*redressement judiciaire*) or liquidation (*liquidation judiciaire*) against the credit institution which is acting as manager and servicer of the assets and liabilities of the *société de financement de l'habitat*, the recovery, management and servicing contract may be immediately terminated by the *société de financement de l'habitat* notwithstanding any legal provisions to the contrary.

### **Subscription and holding by the Issuer**

Should the Issuer not be in a position to satisfy its treasury needs based on other means available to it, and as an exception to the principles set out in Article 1349 of the French Civil Code (*Code civil*) and L.228-44 and L.228-74 of the French Commercial Code (*Code de commerce*), the Notes may be self subscribed by the Issuer in order to be used as collateral for credit transactions with the *Banque de France*, in accordance with the procedures and conditions determined by the later for the purpose of its monetary policy transactions and intra-day credit transactions, provided that those Notes:

- shall not represent more than 10% of all resources benefiting from the statutory *Privilège* (created by Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*) on the subscription date;
- shall not benefit from the rights provided for by Articles L.228-46 to L.228-89 of the French *Code de commerce* as long as they are self-detained;
- shall be granted as collateral to the *Banque de France* or, if not, cancelled within eight days; and
- cannot be subscribed by third parties.

The Specific Controller shall verify that the above mentioned conditions are complied with and report the same to the French banking authority (*Autorité de contrôle prudentiel et de résolution*).

## TEMPORARY GLOBAL CERTIFICATES IN RESPECT OF MATERIALIZED NOTES

*For the avoidance of doubt, the following section is only applicable to French law 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 Notes, which will be delivered on or prior to the issue date of the Tranche with a common depository (the "**Common Depository**") for Euroclear Bank S.A./N.V. ("**Euroclear**") and for Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"). Upon the delivery of such Temporary Global Certificate with a Common Depository, Euroclear and Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

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

### Exchange

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

- (i) if the relevant Final Terms indicates that such Temporary Global Certificate is issued in compliance with the TEFRA C Rules or in a transaction to which TEFRA is not applicable (as to which, see "General Description of the Programme - Selling Restrictions"), in whole, but not in part, for Definitive Materialised 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 Notes.

### Delivery of Definitive Materialised Notes

On or after its Exchange Date, the holder of a Temporary Global Certificate may surrender such Temporary Global Certificate to, or to the order of, the Fiscal Agent. In exchange for any Temporary Global Certificate, the Issuer will deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Materialised Notes. In this Base Prospectus, "**Definitive Materialised Notes**" means, in relation to any Temporary Global Certificate, the Definitive Materialised Notes for which such Temporary Global Certificate may be exchanged (if appropriate, having attached to them all Coupons 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 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 Notes, the day falling after the expiry of forty (40) calendar days after its issue date, provided that in the event any further Materialised Notes which are to be assimilated (*assimilées*) with such first mentioned Materialised Notes are issued prior to such day pursuant to Condition 12, the Exchange Date may, at the option of the Issuer, be postponed to the day falling after the expiry of forty (40) calendar days after the issue date of such further Materialised Notes.

In the case of Materialised Notes with an initial maturity of more than three hundred and sixty-five (365) 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 OF 1986, AS AMENDED) 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.

## THE ISSUER

For the avoidance of doubt, in the following section, the expression "Notes" will apply to French law Notes and German law Notes and the expression "Noteholders" shall designate any holder of such Notes.

### General information about the Issuer

The Issuer was incorporated on 26 December 2007, initially incorporated under the name GCE ODE 007 and now registered under the name BPCE SFH and, as a French *société anonyme à conseil d'administration*. Its term of existence is ninety-nine (99) years from the date of its incorporation. The legal and commercial name of the Issuer is "BPCE SFH". The Issuer is registered with the French *Registre du Commerce et des Sociétés* of Paris under number 501 682 033.

The Issuer is governed by:

- (a) the French Commercial Code (*Code de commerce*); and
- (b) the French Monetary and Financial Code (*Code monétaire et financier*).

The Issuer's registered office and principal place of business is located at 50 avenue Pierre Mendès France, 75013 Paris. The telephone number of the Issuer's registered office is +33 1 58 40 41 42.

The Issuer's issued share capital is €600,000,000 consisting of 600,000,000 ordinary shares with a par value of one (1) Euro each (the share capital has been increased from €42,000 to €200,000,000 pursuant to the shareholders' general meeting dated 4 March 2011, from €200,000,000 to €400,000,000 pursuant to the shareholders' general meeting dated 23 April 2012, and from €400,000,000 to €600,000,000 pursuant to the shareholders' general meeting dated 18 June 2013).

The Issuer is a subsidiary of BPCE and licensed as a credit institution (*établissement de crédit*) with limited and exclusive purpose by the French banking authority (*Autorité de contrôle prudentiel et de résolution*) ("**ACPR**"). On the date of this Base Prospectus, ninety-nine per cent. (99.99%) of the Issuer's share capital is held by BPCE. The Issuer is a member of the BPCE Group as described in section "The Borrowers, the Guarantors, the Obligors' Agent, the Management and Recovery Agent and the Administrative Agent".

### Management of the Issuer

The Issuer is administrated by a board of directors (*conseil d'administration*) (the "**Issuer Board of Directors**").

The Issuer Board of Directors, which at the date of this Base Prospectus comprises 7 (seven) members, has full powers to act in all circumstances on behalf of the Issuer within the limits set by the by-laws of the Issuer and subject to the powers expressly conferred by the French Commercial Code (*Code de commerce*) on shareholders in general meetings.

#### *Members of the Issuer Board of Directors*

The Issuer Board of Directors consists of a minimum of three (3) and maximum of eighteen (18) members. The duration of appointment is six (6) years.

On the date of this Base Prospectus, the members of Issuer Board of Directors are:

Name and Position	Date of appointment	Business address	Other significant activities
Olivier Irisson (Chairman)	19/12/2013	BPCE 50, avenue Pierre Mendès-France 75013 PARIS	<b>CSF – GCE</b> member of the Supervisory Board  <b>Banques Populaires Covered Bonds</b> member of the Board of Directors  <b>Compagnie de Financement Foncier SCF</b> permanent representative of BPCE, member of the Board of Directors

BPCE represented by Céline Haye- 24/05/2016  
Kioussis

BPCE 50, avenue Pierre  
Mendès-France 75013 PARIS

**ADONIS (SAS)**

Chairman

**ALBIANT-IT (SA)**

Member of the Board of  
Directors

**ALLIANCE  
ENTREPRENDRE  
(SAS)**

Member of the  
Supervisory Board

**ALPHA DEMETER  
(SA)**

Member of the Board of  
Directors

**AMATA (SAS)**

Chairman

**ANDROMEDE (SAS)**

Chairman

**ANUBIS (SAS)**

Chairman

**ASSOCIATION DES  
BP POUR LA  
CREATION  
D'ENTREPRISE**

Member of the Board of  
Directors

**BPCE IARD (SA)**

Member of the Board of  
Directors

**ATALANTE (SAS)**

Chairman

**AXELTIS ex NGAMP4  
– NGAM  
PARTICIPATIONS 4  
(SA)**

Member of the Board of  
Directors

**BANQUE PALATINE  
(SA)**

Member of the Board of  
Directors

**BANQUE PRIVEE  
1818 (SA)**

Member of the Board of  
Directors

**BP COVERED  
BONDS (SA)**

Member of the  
Supervisory Board

**BASAK 1 (SAS)**

Chairman

**BASAK 2 (SAS)**

Chairman

**BASAK 3 (SAS)**

Chairman

**BASAK 4 (SAS)**

Chairman

**BEHANZIN (SAS)**

Chairman

**BERRA 1 (SAS)**

Chairman

**BERRA 2 (SAS)**

Chairman

**BERRA 3 (SAS)**

Chairman

**BERRA 4 (SAS)**

Chairman

**BERRA 5 (SAS)**

Chairman

**BP CREATION (SAS)**

Chairman

**BPCE IARD (SA)**

Membre du conseil de  
surveillance

**BPCE IMMOBILIERE  
EXPLOITATION  
(SAS)**

Member of the Board of  
Directors

**BPCE  
INTERNATIONAL  
(SA)**

Member of the Board of  
Directors

**BPCE SERVICES  
(SAS)**

Member of the Board of  
Directors

**BPCE TRADE (GIE)**

Member of the Board of  
Directors

**BPCE VIE (SA)**

Member of the Board of  
Directors

**CAPE 1158 GIE**

Member of the Board of  
Directors

**CAPE 1159 GIE**

Member of the Board of  
Directors

**CB  
INVESTISSEMENT  
(SA)**

Member of the Board of  
Directors

**CE HOLDING  
PARTICIPATIONS  
(SAS)**

Member of the Board of  
Directors

**CHIMERE (SAS)**

Chairman

**CILOGER (SA)**

Membre du conseil de  
surveillance

**CILOGER HABITAT  
(SA)**

Member of the  
Supervisory Board

**CILOGER HABITAT  
3 (SA)**

Member of the  
Supervisory Board

**CIRRA (SA)**

Member of the Board of  
Directors

**CLICK AND TRUST  
(SA)**

Member of the Board of  
Directors

**COFACE (SA)**

Member of the Board of  
Directors

**COFIMAGE 17 (SA)**

Member of the Board of  
Directors

**COFIMAGE 18 (SA)**

Member of the Board of  
Directors

**COFIMAGE 22 (SA)**

Member of the Board of  
Directors

**COFIMAGE 24 (SA)**

Member of the Board of  
Directors

**COFIMAGE 27 (SA)**

Member of the Board of  
Directors

**COMPAGNIE DE  
FINANCEMENT  
FONCIER SCF (SA)**

Member of the Board of  
Directors

**CORONIS (SAS)**

Chairman

**CREDIT FONCIER  
DE France (SA)**

Member of the Board of  
Directors

**CREDIT LOGEMENT  
(SA)**

Member of the Board of  
Directors

**CREON (SAS)**

Chairman

**CRH – CAISSE DE  
REFINANCEMENT  
DE L’HABITAT (SA)**

Member of the Board of  
Directors

**DORIS (SAS)**

Chairman

**DRENEC GIE**

Member of the Board of  
Directors

**DV HOLDING (SA)**

Member of the  
Supervisory Board

**ECUREUIL CREDIT**

Member of the Board of  
Directors

**FAG – FRANCE  
ACTIVE GARANTIE**

Member of the Board of  
Directors

**CE SYNDICATION  
RISQUE (GIE)**

Member of the  
Supervisory Board

**ECOLOCALE**

Member of the Board of  
Directors

**ECUFONCIER (SCA)**

Limited Partner

**ECUREUIL VIE  
DEVELOPEMENT  
(GIE)**

Member of the Board of  
Directors

**ELECTRE (SAS)**

Chairman

**FLORE (SAS)**

Chairman

**GCE MOBILIZ (GIE)**

Member of the Board of  
Directors

**GCE  
PARTICIPATIONS  
(SAS)**

Chairman

**HABITAT EN  
REGION SERVICES  
(SAS)**

Member of the Board of  
Directors

**INFORMATIQUE  
BANQUES  
POPULAIRES –I-BP  
(SA)**

Member of the Board of  
Directors

**INGEPAR (SA)**

Member of the Board of  
Directors

**IPHIS (SAS)**

Chairman

**IXION (SAS)**

Chairman

**LAMIA (SAS)**

Chairman

**LBPAM OBLI  
REVENUS SICAV**

Member of the Board of  
Directors

**LES EDITIONS DE  
L'EPARGNE (SA)**

Member of the Board of  
Directors

**LE LIVRET BOURSE  
INVESTISSEMENT  
SICAV**

Member of the Board of  
Directors

**LE LIVRET  
PORTEFEUILLE  
SICAV**

Member of the Board of  
Directors

**LINOS (SAS)**

Chairman

**LOTUS 1 (SAS)**

Chairman

**LOTUS 2 (SAS)**

Chairman

**LOTUS 1 (SAS)**

Chairman

**MEDEE (SAS)**

Chairman

**MENELIK (SAS)**

Chairman

**MENES (SNC)**

Managing Director

**MAISONS FRANCE  
CONFORT (SA)**

Member of the Board of  
Directors

**MIHOS (SAS)**

Chairman

**MUGE 1 (SAS)**

Chairman

**MUGE 2 (SAS)**

Chairman

**MUGE 3 (SAS)**

Chairman

**MURACEF (SA)**

Member of the Board of  
Directors

**NATIXIS (SA)**

Member of the Board of  
Directors

**NATIXIS ALTAIR IT  
SHARED SERVICES  
(SA)**

Member of the Board of  
Directors

**NATIXIS  
ASSURANCES (SA)**

Member of the Board of  
Directors

**NATIXIS  
CONSUMER  
FINANCE (SA)**

Member of the Board of  
Directors

**NATIXIS EURO  
AGGREGATE SICAV**

Member of the Board of  
Directors

**NATIXIS  
FINANCEMENT (SA)**

Member of the Board of  
Directors

**NATIXIS GLOBAL**

**ASSET  
MANAGEMENT (SA)**

Member of the Board of  
Directors

**NATIXIS IMPACT  
NORD SUD  
DEVELOPEMENT  
SICAV**

Member of the Board of  
Directors

**NATIXIS  
INTEREPARGNE  
(SA)**

Member of the Board of  
Directors

**NATIXIS LEASE (SA)**

Member of the Board of  
Directors

**NATIXIS PAYMENT  
SOLUTIONS (SA)**

Member of the Board of  
Directors

**NOTOS (SAS)**

Chairman

**ORESTE (SAS)**

Chairman

**ORION (SAS)**

Chairman

**OTOS (SAS)**

Chairman

**PADRILLE (SAS)**

Chairman

**PALES (SAS)**

Chairman

**PANDA 1 (SAS)**

Chairman

**PANDA 2 (SAS)**

Chairman

**PANDA 3 (SAS)**

Chairman

**PANDA 4 (SAS)**

Chairman

**PANDA 5 (SAS)**

Chairman

**PANDA 6 (SAS)**

Chairman

**PANDA 7 (SAS)**

Chairman

**PANDA 8 (SAS)**

Chairman

**PANDA 9 (SAS)**

Chairman

**PANDA 10 (SAS)**

Chairman

**PELIAS (SAS)**

Chairman

**PERCY (SAS)**

Chairman

**PERLE 1 (SAS)**

Chairman

**PERLE 2 (SAS)**

Chairman

**PERLE 3 (SAS)**

Chairman

**PERLE 4 (SAS)**

Chairman

**PETREL 1 (SNC)**

Gérant

**PETREL 2 (SNC)**

Gérant

**PRIAM (SAS)**

Chairman

**PROCILIA**

*(Association)*

Member of the Board of  
Directors

**RAMSES (SAS)**

Chairman

**REMUS (SAS)**

Chairman

**SALITIS (SAS)**

Chairman

**SATIS (SAS)**

Chairman

**SEA 1 GIE**

Member of the Board of  
Directors

**SEDAR (SAS)**

Chairman

**SE MAB (EX M.A.  
BANQUE) (SA)**

Member of the Board of  
Directors

**SEPAMAIL. EU (SAS)**

Member of the Board of  
Directors

**SOCIETE  
D'EXPLOITATION  
DE RESEAUX ET DE  
SERVICES  
SECURISES (SAS)**

Member of the  
Supervisory Board

**SETH (SAS)**

Chairman

**SOCIETE DE  
GESTION DU FONDS  
DE GARANTIE DE  
L'ACCESSION  
SOCIALE A LA  
PROPRIETE –  
SGFGAS (SA)**

Member of the Board of  
Directors

**SIAMON (SAS)**

Chairman

**SOCIETE  
D'INVESTISSEMENT  
France ACTIVE -  
SIFA (SAS)**

Member of the Board of  
Directors

**SILENE (SAS)**

Chairman

**SOCRAM BANQUE  
(SA)**

Member of the Board of  
Directors

**SYSTEMES  
TECHNOLOGIQUES  
D'ECHANGE ET DE  
TRAITEMENT –  
STET (SA)**

Member of the  
Supervisory Board

**SURASSUR (SA)**

Member of the Board of  
Directors

**TADORNE  
AVIATION GIE**

Member of the Board of  
Directors

**TAFARI (SAS)**

Chairman

**TARAH RAJ (SAS)**

Chairman

Alain David

24/05/2016

Caisse d'Epargne Ile-de-France  
19, rue du Louvre  
75001 PARIS

**TENES (SAS)**

Chairman

**T2S AFRICA (SA)**

Member of the Board of Directors

**T2S OUTRE-MER (SAS)**

Member of the Board of Directors

**T2S PACIFIQUE (GIE)**

Member of the Board of Directors

**TREVIGNON GIE**

Member of the Board of Directors

**TURBO SA (SA)**

Member of the Board of Directors

**TURGEON (SAS)**

Chairman

**VIGEO (SA)**

Member of the Board of Directors

**VISA EUROPE LTD (SA)**

Member of the Board of Directors

**VESTA (SA)**

Chairman

**Caisse d'Epargne et de Prévoyance Ile-de-France (CEIDF)**

member of the Executive Board (*Directoire*)

**Socram Banque**

member of the Board of Directors

**Natixis Paiements Solutions**

permanent representative of Caisse d'Epargne et de Prévoyance Ile-de-France, member of the Board of Directors

**Banque BCP**

member of the Supervisory Board

**Diderot Financement 2**

permanent representative of Caisse d'Epargne et de

			Prévoyance Ile-de-France, manager
Benoit Desprès	24/05/2016		N/A
Jean-Jacques Quellec	24/05/2016		N/A
Richard Vinadier	24/05/2016	BPCE 50, avenue Pierre Mendès-France 75013 PARIS	<b>Surassur</b> permanent representative of BPCE, member of the Board of Directors
Dominique Ziegler	24/05/2016	BP Rives de PARIS - Immeuble Sirius- 76-78, avenue de France 75204 PARIS CEDEX 13	<b>Habitat Rives De Paris</b> member of the Board of Directors <b>Banques Populaires Covered Bonds</b> deputy managing director and member of the Executive Board <b>Hugau Patrimoine</b> permanent representative of Banque Populaire Rives de Paris, member of the Board of Directors <b>Banque Populaire Rives de Paris</b> Deputy Chief Executive Officer (Directeur Général Adjoint) and general counsel

To the Issuer's knowledge, there are no conflicts of interests between any duties to the Issuer of any member of the Issuer Board of Directors and their private interests and/or other duties.

*The chief executive officer (directeur général)*

In accordance with applicable French corporate laws and the articles of association of the Issuer, the chief executive officer (*directeur général*) appointed by the Issuer Board of Directors is vested with extensive powers to act, in all circumstances, in the name and on behalf of the Issuer; these powers are exercised within the limits of the corporate purpose of the Issuer and subject to the powers expressly granted by the French Commercial Code (*Code de commerce*) to the general meetings of the shareholders. At the date of this Base Prospectus, the chief executive officer (*directeur général*) of the Issuer is Roland Charbonnel.

There are no conflicts of interests between any duties to the Issuer of the chief executive officer (*directeur général*) and its private interests and/or other duties.

The Issuer Board of Directors may appoint, one (1) to five (5) deputy chief executive officers (*directeurs généraux délégués*). Jean-Philippe Berthaut has been appointed as deputy chief executive officer by a decision of the board of directors of BPCE SFH dated October 10, 2010.

The by-laws of the Issuer provide that some actions may only be taken by the chief executive officer (*directeur général*) or any of the deputy chief executive officer (*directeurs généraux délégués*) if the prior consent of the shareholders' is obtained pursuant to a general meeting. Such provisions of the by-laws of the Issuer are not enforceable against third parties.

*The Independent Member of the Issuer Board of Directors*

Pursuant to the by-laws of the Issuer, the Issuer Board of Directors shall, at any time, include an independent member (the "**Independent Member**"), who will be a member having no relationship with the Issuer, its shareholders or its management, which may compromise the independence of judgment of such a member, as further described and detailed in the by-laws of the Issuer. On the date of this Base Prospectus, Mr. Emmanuel Scilia-Balaceano is the Independent Member.

*Compliance with the corporate governance regulations*

The Issuer applies corporate governance rules in accordance with its by-laws and the applicable provisions of the French Commercial Code (*Code de commerce*).

#### **Audit committee**

The audit committee is appointed pursuant to Article L.823-19 of the French Commercial Code (*Code de commerce*) 2014.

The audit committee is chaired by Dominique Ziegler, member of the Board of Directors.

The audit committee's other members were chosen for their expertise in accounting, finance and internal control:

- Alain David, member of the Board of Directors;
- Richard Vinadier, member of the Board of Directors; and
- Jean-Jacques Quellec, member of the Board of Directors.

In 2016, the audit committee met 2 times:

- 11 March 2016, on the following agenda:
  - approval of the minutes of the audit committee dated 6 March 2015;
  - presentation of the half-year financial statements;
  - review of the last monthly investor report; and
  - review of the rating triggers (subject to the availability of the update dated 30 June 2016).
- 23 September 2016, on the following agenda:
  - approval of the minutes of the audit committee dated 11 March 2016;
  - presentation of the half-year financial statements and the draft half-year report; and
  - various issues.

#### **Issuer Statutory Auditors**

The statutory auditors and the substitute auditors of the Issuer are appointed in accordance with Articles 27 to 33 of Decree No. 84-709 of 24 July 1984 concerning the activities and supervision of credit institutions. The statutory auditors are:

- (a) PricewaterhouseCoopers Audit; and
- (b) KPMG Audit, a department of KPMG S.A.

PricewaterhouseCoopers Audit has been appointed on 13 December 2007 and renewed by the general meeting of the Issuer held on 28 May 2013. KPMG Audit has been appointed by the general meeting of the Issuer held on 4 March 2011.

#### **Specific Controller**

The Issuer has appointed, in accordance with Articles L.513-23 to L.513-24 of the French Monetary and Financial Code (*Code monétaire et financier*) a specific controller (*contrôleur spécifique*), and a substitute specific controller (*contrôleur spécifique suppléant*), who have been selected from the official list auditors and appointed by the Issuer Board of Directors with the approval of the French banking authority (*Autorité de contrôle prudentiel et de résolution*), as follows:

**Cailliau Dedouit et Associés**

19, rue Clément Marot  
75008 Paris

Represented by Laurent Brun

Pursuant to Article L.513-32 of the French Monetary and Financial Code (*Code monétaire et financier*), *sociétés de financement de l'habitat* must appoint a specific controller (*contrôleur spécifique*) with the approval of the French banking authority (*Autorité de contrôle prudentiel et de résolution*) whose tasks are:

- (i) to ensure that the *société de financement de l'habitat* complies with Articles L.513-28 to L.513-30 of the French Monetary and Financial Code (*Code monétaire et financier*);
- (ii) to certify that the statutory cover ratio is satisfied in connection with (i) the *société de*

*financement de l'habitat's* quarterly programme of issues benefiting from the *Privilège* and (ii) any issue of resources benefiting from the *Privilège* and whose amount is at least Euro 500 million (a form of certificate is available in Section "Form of certificate of the specific controller pursuant to Article L.513-23 and R.513-16 of the French Monetary and Financial Code");

- (iii) to ensure that the Home Loans (*prêts à l'habitat*) granted or financed by the *société de financement de l'habitat* comply with the purpose of Article L.513-28 and with the requirements set out in Articles L.513-29 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*);
- (iv) to control, when the Home Loans (*prêts à l'habitat*) granted or financed by the *société de financement de l'habitat* are subject to a guarantee (*cautionnement*) from another credit institution or an insurance company included in the consolidation scope, as defined by Article L.233-16 of the French Commercial Code (*Code de commerce*) as applicable to the *société de financement de l'habitat*, the risks assessment methods established by such credit institution or insurance company are adequate, in accordance with Article R.513-21 of the French Monetary and Financial Code (*Code monétaire et financier*);
- (v) to review, pursuant to Article 12 of Regulation 99-10 dated 9 July 1999 on *sociétés de crédit foncier* and *sociétés de financement de l'habitat*, the level of rate and maturity matching between the assets and the liabilities. In case the specific controller believes that the level of rate and maturity matching would create excessive risks for the creditors benefiting from the *Privilège*, the specific controller informs the officers of the relevant *société de financement de l'habitat* and the French banking authority (*Autorité de contrôle prudentiel et de résolution*).

The specific controller has access to information that allows confirmation of each issue's compliance with the statutory cover ratio. This statutory cover ratio is published four times a year and checked on a quarterly basis by the specific controller.

### **Issuer's Activities**

#### *Activities defined by French laws and regulations*

In accordance with Article L.513-28 of the French Monetary and Financial Code (*Code monétaire et financier*) which defines the exclusive purpose of the *sociétés de financement à l'habitat* and with article 4 of its by-laws, the Issuer's exclusive purpose consists of carrying out the activities and operations below, whether in France or abroad:

- (i) credit operations and assimilated operations within the terms set forth by regulations applicable to *sociétés de financement de l'habitat* and within the limits of its license;
- (ii) financing operations within the terms set forth by regulations applicable to *sociétés de financement de l'habitat* by means of issuance of *obligations de financement de l'habitat* or any other resources in accordance with the regulations applicable to *sociétés de financement de l'habitat*; and
- (iii) the Issuer may perform any operations a *société de financement de l'habitat* is allowed to perform or may be allowed to perform in the future, pursuant to the applicable laws and regulations, and generally any operations participating to the realisation of its corporate purpose, as long as such operations comply with the exclusive purpose of the *sociétés de financement de l'habitat* as provided for by the applicable laws and regulations.

The Issuer does not have and will not have any employees, nor will it own or lease any premises.

#### *Duty of care on money laundering transactions*

The entities of the BPCE Group have a duty of care with respect to money laundering risks and have to inform the Issuer in the event that they identify any such risk. However, pursuant to the provisions of the French Monetary and Financial Code (*Code monétaire et financier*) relating to anti-money laundering, the Issuer shall have primary responsibility for ensuring that "know your customer" checks for the transactions for which it enters into have been satisfied. The Issuer complies with the same anti-money laundering procedures as other members of the BPCE Group.

### **Trends**

BPCE SFH, as issuer of *obligations de financement de l'habitat*, operates on the covered bond market. This market has shown strong resilience during the last crises. In 2016, primary volumes of Euro covered bonds were well below that of 2015. In addition, there is uncertainty in 2017 regarding the European Central Bank's purchase programme (CBPP3) duration which helped in the past the raising of the overall volume of Euro covered bonds.

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.

### Issuer's Financial Statements

The financial year of the Issuer runs from 1 January to 31 December (see "Documents incorporated by reference").

### Selected Financial Data

The following tables show the key figures related to the income statement and balance sheet of the Issuer as at 31 December 2016 and 31 December 2015:

<i>Balance sheet</i>	<b>31/12/2015</b>	<b>31/12/2016</b>
<i>(in thousands of euros)</i>		
Receivables due from credit institutions	27,057,644	22,639,089
Bonds and other fixed assets	617,099	416,535
<b>Total assets</b>	<b>27,881,003</b>	<b>23,224,194</b>
Debt securities	24,337,429	21,113,948
Shareholder's equity (before "FRBG")	635,231	641,394
<b>Total liabilities</b>	<b>27,881,003</b>	<b>23,224,194</b>
<b>Income statement</b>		
<i>(in thousands of euros)</i>		
Net banking income	18,222	13,239
Gross operating income	15,170	10,006
Operating income	15,170	10,006
Income before tax	15,170	10,006
<b>Net income</b>	<b>9,208</b>	<b>6,163</b>

### Issuer share capital, Issuer majority shareholder's undertakings and Issuer Notes

#### *Share capital*

The Issuer's issued share capital is €600,000,000 consisting of 600,000,000 ordinary shares with a par value of one (1) Euro each.

A capital increase can only be approved by an extraordinary general meeting of shareholders, on the basis of a report by the Issuer Board of Directors.

An extraordinary general meeting of shareholders can delegate the necessary powers to the Issuer Board of Directors to increase the share capital on one (1) or more occasions, to establish the terms of the increase, to certify that such terms have been carried out and to amend the Issuer's articles of association accordingly.

A reduction in capital can be decided by an extraordinary general meeting of shareholders, which may delegate to the Issuer Board of Directors all necessary powers to carry out such a reduction.

As at 27 April 2017, Notes issued by the Issuer, corresponding to note 3.4 "*Dettes représentées par un titre*" under the caption "*Emprunts obligataires*" of the financial statements, amounted to €20.8 billion. Final terms of the French law Notes listed and/or admitted to trading on any Regulated Market and/or offered to the public are described in the relevant Final Terms that are publicly available on the websites of the Issuer and of the AMF.

## **The Administrative Services Agreement**

This section sets out the main material terms of the Administrative Services Agreement (*Convention d'Externalisation et de Mise à Disposition de Moyens*).

### *Background*

The Administrative Services Agreement refers to the agreement dated 25 March 2011 (as amended from time to time) and entered into between BPCE SFH, as Issuer and BPCE, as Administrative Agent (the "**Administrative Agent**").

### *Purpose*

Under the Administrative Services Agreement, BPCE SFH, as Issuer, appoints BPCE as its agent to provide the Issuer with certain services in connection with (i) the administrative, logistic, tax, accounting and regulatory treatment, the internal control and the legal assistance of the Issuer and (ii) the exercise of certain of its rights and the performance of certain of its obligations under the Programme Documents (such as the preparation and sending, or the receipt, of all necessary documents and notifications, subject to the specific tasks and missions ascribed to BPCE under the Management and Recovery Agreement and/or the other Programme Documents. The Administrative Agent will always act in the best and exclusive interest of BPCE SFH.

### *Overview of the Administrative Agent's duties*

Pursuant to the Administrative Services Agreement, the Administrative Agent will, *inter alia*:

- (a) be in charge of the administrative and logistic treatment of the Issuer;
- (b) be in charge of the accounting and regulatory treatment and internal control of the Issuer; and
- (c) be in charge of the legal and paralegal assistance of the Issuer.

### *Accountancy and regulatory processing*

Pursuant to the Administrative Services Agreement, the Administrative Agent shall be in charge of the accounting management of the Issuer, the preparation of financial accounts on a periodic basis and of the regulatory reporting.

Such obligations shall be performed in order to allow the Issuer to comply with its legal and regulatory obligations, and in particular pursuant to regulation 97-02 of 21 February 1997 relating to the internal control of credit institutions and of investment companies.

### *IT Tools*

In order to ensure the accounting and financial management of the Issuer, the Administrative Agent shall implement on its operating systems the software necessary for such management. To that effect, various computer tools will be used by the Administrative Agent.

### *Internal Controls*

#### **Organisation of the permanent internal controls**

The permanent internal control of the Issuer is organised at two (2) levels, as follows:

- an operational unit ensuring level I permanent controls which shall be performed by the Group Financial Department (*Direction Finance Groupe*); and
- dedicated teams ensuring the level II permanent control.

For such purposes, the Issuer and the Administrative Agent shall be subject to the following principles:

- the Chief Executive Officer of the Issuer is responsible, as a matter of internal controls, for the legal and regulatory duties provided for by the CRBF 97-02 regulation;
- the Administrative Agent is responsible for the internal control of the Issuer, as defined in Article 1 paragraphs a-f of the CRBF 97-02 regulation, this internal control being organised in accordance with Articles 6, 7 and 11 of the CRBF 97-02 regulation. Accordingly, the Administrative Agent may, should it wish so, require an audit of the Issuer and of its services providers, with a prior notice to the Issuer.

### *Indicators of permanent internal control*

Indicators of permanent internal control, implemented by the Administrative Agent on behalf of the Issuer as part of internal control of the Issuer, and defined by the Issuer and the Administrative Agent as being key points of control and reporting, are related to the following matters:

- accountancy services;
- refinancing services;
- legal services;
- management of credit risk services.

*Obligations and responsibilities of the Administrative Agent in respect of the internal control of the Issuer*

The Administrative Agent, being responsible for the internal control of the Issuer under the rule CRBF 97-02, and is in charge in respect of the following obligations:

- monitoring the coherence and efficiency of the internal control system of the Issuer; and
- creating the reports provided for by the CRBF 97-02 regulation for the information of the Issuer Board of Directors and, as the case may be, the audit committee, and to supply these reports to the Issuer Board of Directors. These reports shall be transmitted by the Issuer to the French banking authority (*Autorité de contrôle prudentiel et de résolution*) in accordance with the requirements of the Article 44 of the CRBF 97-02 rule.

A copy of this transmission shall be sent by the Administrative Agent to the relevant departments of the Administrative Agent.

*Permanent control of risks level 2*

Pursuant to the applicable regulatory requirements, the Administrative Agent in performing the permanent control of risk level 2 shall take all necessary steps as are necessary for the appraisal of the:

- credit risk;
- operational risk;
- market risk;
- ALM Risk;
- settlement risk; and
- intermediation risk.

*Compliance Permanent control level 2*

Pursuant to the applicable regulatory provisions, the Administrative Agent shall be responsible for ensuring the compliance permanent control level 2.

The person responsible for such compliance control shall inform the Issuer Board of Directors of the results of its controls.

*Anti-money laundering control*

The Issuer shall remain in charge of the anti-money laundering control. The Administrative Agent shall have a duty to alert the Issuer in case it would detect such risks.

The Issuer shall use the anti-money laundering systems and procedures of the Administrative Agent.

*Delegation and agency*

The Administrative Agent may not assign its rights and obligations under the Administrative Services Agreement but will have the right to be assisted by, to appoint or to delegate to any third party in the performance of certain or all its tasks under the Administrative Services Agreement provided that:

- (a) the Administrative Agent remains liable to the Issuer for the proper performance of those tasks; and
- (b) the relevant third party has undertaken to comply with all obligations binding upon the Administrative Agent under the Administrative Services Agreement.

*Fees*

In consideration of the services provided by the Administrative Agent to the Issuer under the Administrative Services Agreement, the Issuer will pay to the Administrative Agent an administration fee.

*Limited liability and recourse*

Notwithstanding the application of the common laws of contractual liability, the Issuer remains solely responsible towards third parties and especially the French banking authority (*Autorité de contrôle prudentiel et*

*de résolution*), of externalised controls and shall assume the consequences in case of non-respect of the applicable regulations.

Under the Administrative Services Agreement, the Administrative Agent shall apply the diligences and procedures equivalent to those applicable in the banking profession and in particular, the common uses in relation to permanent and periodical internal control. The contractual liability of the Administrative Agent shall only be held liable in case of a breach of BPCE to this duty, to the exception of the breaches resulting from a default of information of the Issuer, or more generally of any direct or indirect action of the Issuer.

Subject to the above paragraph, the Issuer has undertaken irrevocably and unconditionally not to bring any contractual claim against the Administrative Agent pursuant to the Administrative Services Agreement, except in case of wilful misconduct or misrepresentation of the Management and Recovery Agent.

#### *Replacement*

- (a) The Administrative Services Agreement is entered into for a duration equal to the duration of the Issuer. Each party may request the termination of the Administrative Services Agreement using a registered letter with proof of reception, at least three months before the termination date indicated in such letter.
- (b) In case of a notice of termination by the Administrative Agent under paragraph (a) above, the Administrative Agent shall be released of its obligations under the Administrative Services Agreement as from (i) the appointment of a successor for the obligations of the Administrative Agent, (ii) in any case, at the latest 180 calendar days after notice of termination has been given, if no successor has been appointed to replace the Administrative Agent; and shall make its best efforts to assist the Issuer in the research of a successor.
- (c) In case of a notice of termination by the Issuer under paragraph (a) above, the Administrative Services Agreement shall be terminated as from the date mentioned in such notice.
- (d) The Administrative Services Agreement shall early terminate upon (i) termination by the Issuer in the event the Administrative Agent is subject to bankruptcy proceedings (*sauvegarde, redressement ou liquidation judiciaires*) (or any analogous proceedings or circumstances), (ii) notice by registered letter with proof of receipt, from any of the parties upon occurrence of a breach by the other party of its obligations; under the Administrative Services Agreement and (iii) on the effective termination date of the Management and Recovery Agreement.

#### *Modifications to IT systems*

The Administrative Agent shall be entitled to modify, correct, improve, develop or change all or part of its IT systems, taking into account technologic evolutions and to transfer the provision of the services mentioned in the Administrative Services Agreement to departments or services other than those referred to in the Administrative Services Agreement, taking into account internal organisation evolutions, provided that:

- (i) in any case, the Issuer shall be informed of any modification or change made in respect of these IT systems or of any transfer to any department or service other than those referred to in the Administrative Services Agreement; and
- (ii) any modification or change made in respect of these IT systems, and any transfer to any department or service other than those referred to in the Administrative Services Agreement which may have material consequences on the utilisation or treatment of information or the provision of services, shall be subject to the prior acceptance of the Issuer.

#### *Amendment*

No amendment, modification, alteration or supplement shall be made to the Administrative Services Agreement without prior consent in writing of all parties thereto Governing Law - Jurisdiction

The Administrative Services Agreement shall be governed by, and construed in accordance with, French law. The Issuer and the Administrative Agent have agreed to submit any dispute that may arise in connection with the Administrative Services Agreement to the jurisdiction of the competent court of Paris.

### **The Management and Recovery Agreement**

#### *Background*

The Management and Recovery Agreement refers to the agreement dated 25 March 2011 and entered into between BPCE SFH, as Issuer and BPCE, as management and recovery agent (the Management and Recovery Agent).

### *Purpose*

Under the Management and Recovery Agreement, BPCE SFH, as Issuer, appoints BPCE as its agent (i) to perform the missions of management and recovery referred to in Article L.513-15 of the French Monetary and Financial Code (*Code monétaire et financier*), (ii) to ensure the ALM management of the Issuer, (iii) to perform any calculation in relation to the Programme documents and (iv) to open and maintain bank accounts and to manage and invest the Issuer's cash.

### *Management and Recovery of the Issuer's Assets*

#### *General Principles*

Pursuant to Article L.513-15 of the French Monetary and Financial Code (*Code monétaire et financier*), the Issuer has appointed the Management and Recovery Agent to ensure the management and recovery of the Issuer's Assets.

For the purposes of the below:

**"Issuer's Assets"** means the assets that the Issuer may acquire from time to time in accordance with the laws and regulations applicable to the *sociétés de financement de l'habitat*;

**"Remitted Assets"** means the assets transferred as security for loans granted by the Issuer in accordance with the laws and regulations applicable to the *sociétés de financement de l'habitat*.

#### *Management of the Issuer's Assets*

The Management and Recovery Agent shall ensure directly or indirectly the management of the Issuer's Assets, consisting of:

- claiming any sum owed by the debtors of the Issuer's Assets pursuant to any contractual provision governing the Issuer's Assets; and
- generally, managing the relationship with the debtors and any event related to the management of the Issuer's Assets.

The management of such Issuer's Assets shall be performed by the entities which sold or contribute to such Issuer's Assets, as long as the guarantee or security interest to which they are subject has not been realised.

#### *Recovery of the Issuer's Assets*

The Management and Recovery Agent shall be responsible, directly or indirectly, for the recovery of the Issuer's Assets and shall ensure the reception of the payments in relation to the Issuer's Assets on the relevant bank account of the Issuer on each relevant payment date, pursuant to the provisions of the agreements in relation to the Issuer's Assets.

In case of an event of default in relation to an Issuer's Asset, or any other similar event, as may be provided for in the relevant agreement governing such Issuer's Asset, the Management and Recovery Agent shall enforce any rights, security interests and guarantees available to the Issuer and generally take any appropriate measures of execution to recover the Issuer's Assets.

#### *Management and Recovery of the Remitted Assets*

In case of an event allowing the Issuer to become the owner of the Remitted Assets, the Issuer has appointed the Management and Recovery Agent to enforce any guarantee or rights against the relevant debtors and to ensure the management and recovery of such Issuer's Assets in accordance with the provisions of the Management and Recovery Agreement.

#### *Management and Recovery Agent's duties regarding the refinancing of the Transferred Assets*

After title to Home Loans and related Home Loan Security has been transferred to the Issuer upon enforcement of the Collateral Security following the occurrence of a Group Enforcement Notice (the "**Transferred Assets**"), the Management and Recovery Agent shall in order for the Issuer to be able to make payments when due under the relevant Series of Notes.

#### *Asset Liabilities Management (ALM)*

The Management and Recovery Agent shall ensure the asset/liabilities management of the Issuer pursuant to the provisions of the Management and Recovery Agreement.

## *Bank Accounts and Cash Management*

### *Bank Accounts*

The Management and Recovery Agent shall, pursuant to the provisions of the Management and Recovery Agreement open and maintain in its books or in the books of any authorised entity whose unsecured debt obligations are rated at least A (long-term) (S&P) and A2 (long-term) and P-1 (short-term) (Moody's) (the "**Account Bank Required Ratings**"), the bank accounts of the Issuer.

If the unsecured debt obligations of the Management and Recovery become rated below any of the Account Bank Required Ratings, the Issuer will, by written notice to the Management and Recovery Agent, terminate the appointment of the Management and Recovery Agent as account bank (without prejudice to its other obligations under the Management and Recovery Agreement) within sixty (60) calendar days, provided however that such termination will not take effect unless the following conditions are satisfied:

- (a) a substitute account bank has been effectively appointed by the Issuer;
- (b) the unsecured debt obligations of the substitute account bank have at least the Account Bank Required Ratings;
- (c) the relevant bank accounts of the Issuer have been transferred in the books of a substitute account bank; and
- (d) such substitution shall comply with all applicable laws and regulations.

If the unsecured debt obligations of any entity appointed by the Management and Recovery Agent for the purpose of maintaining one or several bank account of the Issuer become rated below any of the Account Bank Required Ratings, the Management and Recovery Agent shall apply mutatis mutandis the same provisions as set out above vis-à-vis the relevant entity.

### *Cash flows identification*

The Management and Recovery Agent shall (i) direct any cash flow received from the Issuer on the relevant bank accounts, (ii) identify any source and any type of sums amongst the cash flows and to reconcile those sums with the cash flows that should have been received by the Issuer and (iii) establish a report addressed to the Issuer, as described in the Administrative Services Agreement.

### *Cash management*

The Management and Recovery Agent shall invest the available cash of the Issuer in substitution assets which comply with the provisions of Articles L.513-7, R.513-6 and R.513-20 of the French Monetary and Financial Code (*Code monétaire et financier*) (the "**Substitution Assets**").

### *Calculations*

The Management and Recovery Agent is in charge of any calculations in relation to the ALM, and may perform additional calculations, if so provided for by any of the Programme agreements or any other agreement the Issuer may enter into.

### *Fees*

In consideration of the services provided by the Management and Recovery Agent to the Issuer under the Management and Recovery Agreement, the Issuer will pay to the Management and Recovery Agent a fee.

### *Delegation and agency*

Save for the transfer of the Issuer's accounts in accordance with and subject to the provisions of the Management and Recovery Agreement, the Management and Recovery Agent may not assign its rights and obligations under the Management and Recovery Agreement but will have the right to be assisted by, to appoint or to delegate to any third party in the performance of certain or all its tasks under the Management and Recovery Agreement provided that:

- (a) the Management and Recovery Agent remains liable to the Issuer for the proper performance of those tasks; and
- (b) the relevant third party has undertaken to comply with all obligations binding upon the Management and Recovery Agent under the Management and Recovery Agreement.

### *Replacement*

- (a) The Management and Recovery Agreement is entered into for a duration equal to the duration of the Issuer. Each party may request the termination of the Management and Recovery Agreement using a registered letter with proof of reception, at least three (3) months before the termination date indicated in such letter.
- (b) In the case of a notice of termination under paragraph (a) above, the Management and Recovery Agent shall be released of its obligations under the Management and Recovery Agreement as from the appointment of a successor of the obligations of the Management and Recovery Agent and shall make its best efforts to assist the Issuer in the research of a successor.
- (c) In the case of a notice of termination under paragraph (a) above, the Management and Recovery Agreement shall be terminated on the termination date mentioned in the notice of termination.
- (d) The Management and Recovery Agreement shall early terminate upon (i) termination by the Issuer in the event the Management and Recovery Agent is subject to bankruptcy proceedings (*sauvegarde, redressement ou liquidation judiciaires*) (or any analogous proceedings or circumstances), (ii) notice by way of registered letter with proof of receipt, by any of the parties upon occurrence of a breach by the other party of its obligations; under the Management and Recovery Agreement and (iii) on the effective termination date of the Administrative Services Agreement.

### *Limited liability and recourse*

The Issuer has undertaken irrevocably and unconditionally not to bring any contractual claim against the Management and Recovery Agent pursuant to the Management and Recovery Agreement, except in case of gross misconduct or misrepresentation of the Management and Recovery Agent.

### *Amendment*

No amendment, modification, alteration or supplement shall be made to the Management and Recovery Agreement without prior consent in writing of all parties thereto.

### *Governing Law and Jurisdiction*

The Management and Recovery Agreement shall be governed by, and construed in accordance with, French law. The Issuer and the Management and Recovery Agent have agreed to submit any dispute that may arise in connection with the Management and Recovery Agreement to the jurisdiction of the competent court of Paris.

## THE CREDIT FACILITY AND COLLATERAL FRAMEWORK AGREEMENT

*For the avoidance of doubt, in the following section, the expression "Notes" will apply to French law Notes and German law Notes and the expression "Noteholders" shall designate any holder of such Notes.*

### Background

On 19 April 2011, BPCE SFH, BPCE and each Original Borrower and Original Guarantor shall enter into a credit facility and collateral framework agreement (as amended from time to time, the "**Credit Facility and Collateral Framework Agreement**") setting out the general terms and conditions of the Credit Facility (as defined below under "The Credit Facility") to be granted by BPCE SFH to the Borrowers (including BPCE, as the case may be), the terms and conditions for the creation, monitoring, and enforcement of the Collateral Security (as defined below under "The Collateral Security") and the role of BPCE as representative of the Obligors vis-à-vis the Issuer as Obligors' Agent (as defined below under "The Obligors' Agent"). This section sets out the main provisions of the Credit Facility and Collateral Framework Agreement.

### The Credit Facility

The proceeds from the issuance of Notes will be used by the Issuer, as lender (in such capacity, the "**Lender**") to fund advances to the Borrowers (each a "**Borrower Loan**") which shall be made available under a multicurrency revolving loan facility (the "**Credit Facility**"), in accordance with and subject to the provisions of the Credit Facility and Collateral Framework Agreement. Each Borrower shall apply all amounts borrowed by it under the Credit Facility *inter alia* for the refinancing of its residential loans activity.

The Credit Facility shall be made available to the Borrowers in an aggregate maximum amount equal to the Programme Amount.

The terms and conditions regarding the calculation and the payment of interest under a Borrower Loan shall mirror the equivalent terms and conditions of the Final Terms of the corresponding Notes, provided however that such corresponding Notes and the Borrower Loan may be denominated in different currencies and that, as a principle, the interest to be paid by the Borrower under a Borrower Loan shall be the financing costs of the Lender under the Notes funding such Borrower Loan increased by a margin (the "**Lender Margin**"). The Lender Margin aims at covering, in particular, all the costs and expenses related to the structuring and the updating of the Programme, all the costs and expenses related to the issuance of Notes and taxes of the Lender during the Programme and all costs related to any Pre-Enforcement Currency Hedging Transaction, as the need may be.

If, as a consequence of any event (whether a Group Event of Default, a Borrower's call option being exercised, a Borrower or Guarantor resignation, as applicable, or otherwise), the Lender receives or recovers all or any part of a Borrower Loan otherwise than as described or scheduled under the relevant terms and conditions of the Borrower Loan, the Borrower shall pay to the Lender on demand an amount (the "**Break Costs**") equal to the amount (if any) of the difference (if positive) between (x) the aggregate additional interest which would have been payable on the amount so received until the maturity of the relevant Borrower Loan or recovered had such Group Event of Default not occurred and (y) the amount of interest which the Lender reasonably determines would have been payable to the Lender under a deposit equal to the amount so received or recovered placed by it with the Management and Recovery Agent for a period starting on the third (3<sup>rd</sup>) Business Day following the date of such receipt or recovery and ending on the date on which the corresponding amount was due and payable under the relevant terms and conditions of the Borrower Loan.

### The Collateral Security

#### *General principles*

Pursuant to the Credit Facility and Collateral Framework Agreement, each Guarantor (i) has agreed to grant as collateral security (*remettre en garantie*) for the benefit of the Lender certain Eligible Assets, in order to secure the full and timely payment of any and all Secured Liabilities and (ii) as the need may be, to increase the amount of Eligible Assets granted by it as collateral security under the Credit Facility and Collateral Framework Agreement, in accordance with Article L.211-38 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*) and the provisions of the Credit Facility and Collateral Framework Agreement. The Eligible Assets granted as security (*remise en garantie*) by the Guarantors in favour of the Lender under the Credit Facility and Collateral Framework Agreement shall be each referred to as a "**Collateral Security Asset**" and together as the "**Collateral Security**". The terms "Collateral Security Assets" and "Collateral Security" shall also include the cash remitted from time to time by the Guarantors to the Lender pursuant to the provisions described in paragraph "Collection Loss Trigger Event" below.

The Secured Liabilities are defined as all financial obligations which are, will or may be owed by any and all Obligors to the Lender under the Credit Facility and Collateral Framework Agreement at any time.

Pursuant to the Credit Facility and Collateral Framework Agreement, each Guarantor (i) has undertaken to grant up to one hundred per cent. (100%) of its Eligible Assets to be part of the Collateral Security if necessary to cure a Breach of Asset Cover Test, in accordance with the provisions of the Credit Facility and Collateral Security Agreement and (ii) has further acknowledged and agreed the Collateral Security shall secure the payments of all and any Secured Liabilities of any and all Obligors (without distinction).

For the purposes of the Credit Facility and Collateral Framework Agreement, an "**Eligible Asset**" shall be any Home Loan Receivable arising from a Home Loan that complies with the Home Loans Eligibility Criteria, where:

"**Home Loan**" means any loan granted for the purpose of financing, in whole or in part, a residential real estate property.

"**Home Loans Eligibility Criteria**" shall include the following cumulative criteria:

- (a) the Home Loan has been granted for the purpose of financing, in whole or in part, a residential real estate property, within the meaning of Article L.513-29-II-1° of the French Monetary and Financial Code (*Code monétaire et financier*);

- (i) the underlying property is located in France;

- (ii) the Home Loan is secured by a Mortgage or a Home Loan Guarantee, where:

"**Mortgage**" means a first rank *hypothèque* or an *in rem* security interest providing an equivalent guarantee (*sûreté immobilière conférant une garantie équivalente*), within the meaning of Article L.513-29-II-2°(a) and R.513-4 of the French Monetary and Financial Code (*Code monétaire et financier*);

"**Home Loan Guarantee**" means a guarantee (*cautionnement*) securing the repayment of a given Home Loan and granted by a credit institution or an insurance company, within the meaning of Article L.513-29-II-2°(b) of the French Monetary and Financial Code (*Code monétaire et financier*) (each, a "**Home Loan Guarantor**").

"**Home Loan Security**" shall refer to any Mortgage or Home Loan Guarantee securing a Home Loan;

- (b) prior to the date upon which the Home Loan had been made available to the borrower thereof, all lending criteria and preconditions as applied by the originator of the Home Loan pursuant to its customary lending procedures were satisfied;
- (c) the underlying property is residential, not commercial;
- (d) the Home Loan is governed by French law;
- (e) the Home Loan is denominated in Euro;
- (f) the borrower under the Home Loan is an individual or a "*SCI patrimoniale*" (provided that the shareholders of such SCI shall only be individuals);
- (g) as of the relevant the Selection Date, the current principal balance of such Home Loan is no more than Euro 1,000,000;
- (h) the loan-to-value (the LTV) of the Home Loan is no more than one hundred per cent. (100%);
- (i) as of the Asset Report Date on which the relevant Home Loan has been selected by the Obligors' Agent to be part of the Collateral Security (the "**Selection Date**"), the remaining term for the Home Loan is less than thirty (30) years;
- (j) as of the relevant Selection Date, the borrower under the Home Loan has paid at least one (1) instalment in respect of the Home Loan;
- (k) the borrower under the Home Loan is not an employee of the originator of such Home Loan;
- (l) the Home Loan is current (i.e. does not present any arrears) as of the relevant Selection Date;
- (m) the Home Loan is either monthly, quarterly or bi-yearly amortising as of the relevant Selection Date;
- (n) the borrower under the Home Loan is not in default on any other loan granted by the originator;
- (o) the borrower under the Home Loan does not benefit from a contractual right of set-off;

- (p) the opening by the borrower under the Home Loan of a bank account dedicated to payments due under the Home Loan is not provided in the relevant contractual arrangements as a condition precedent to the originator of the Home Loan making the Home Loan available to the borrower under the Home Loan;
- (q) the Home Loan has been fully disbursed; and
- (r) no amount drawn under the Home Loan is capable of being redrawn by the borrower thereof.

The Home Loans Eligibility Criteria may be amended from time to time subject to prior Rating Confirmation.

"**Home Loan Receivables**" means any and all receivables arising from a Home Loan and means any of them.

The Eligible Assets may be originated either by the Guarantor itself or by another member of the Group (a "**Subsidiary**").

The creation, perfection and enforcement of the Collateral Security shall be governed by Article L.211-38 *et seq.* of French Monetary and Financial Code (*Code monétaire et financier*).

#### *Establishment and adaptation of the Collateral Security*

On each Asset Cover Test Date, save for BPCE, each Guarantor shall grant as collateral security (*remettre en garantie*) for the benefit of the Lender, in order to secure the full and timely payment of all Secured Liabilities, Eligible Assets. The aggregate amount of the Eligible Assets so granted as collateral security (*remis en garantie*) shall be such that the Asset Cover Test (as mentioned in the section "Cover Ratios") be or remain, as applicable, complied with, on such Asset Cover Test Date. In practice, the Obligors' Agent, acting in the name and on behalf of each relevant Guarantor shall (i) select Eligible Assets in the pool of Eligible Assets of each relevant Guarantor, for an amount at least equal to the amount required pursuant to the Credit Facility and Collateral Security Agreement and (ii) include (*remettre en garantie*) such Eligible Assets in the Collateral Security.

#### *Additional Quantity of Collateral Security Assets in case of Non-Compliance with the Asset Cover Test*

If on any Asset Cover Test Date, the Asset Cover Test is not complied with, this event shall constitute a "**Non-Compliance with the Asset Cover Test**". The Credit Facility and Collateral Security Agreement provides that following the occurrence of a Non-Compliance with the Asset Cover Test:

- (i) no Borrower shall be entitled to draw any Borrower Loan under the Credit Facility as long as the Non-Compliance with the Asset Cover Test is pending;
- (ii) the Management and Recovery Agent shall promptly determine and indicate to the Obligors' Agent the aggregate additional amount of Collateral Security Assets necessary in order for the Asset Cover Test to be complied with; and
- (iii) the Obligors' Agent, acting on behalf of each Guarantor, shall (1) select Eligible Assets in the pool of Eligible Assets of each relevant Guarantor, for an amount at least equal to the total amount indicated in accordance with paragraph (ii) above and (2) include such Eligible Assets in the Collateral Security.

A failure to cure a Non-Compliance with the Asset Cover Test which has occurred on any Asset Cover Test Date prior to the next following Asset Cover Test Date shall constitute a "**Breach of Asset Cover Test**". Any Breach of Asset Cover Test shall be a Group Event of Default.

#### *Substitution*

The Obligors may make a substitution of Collateral Security Assets on any Asset Cover Test Date, but subject to (i) the Lender having been informed in advance of such substitution in the relevant Asset Report (as defined in "Servicing of the Collateral Security Assets – Asset Report" below), (ii) the Management and Recovery Agent having confirmed that following such substitution, the Asset Cover Test will remain complied with on that Asset Cover Test Date and (iii) no Group Event of Default having occurred.

#### *Partial Release*

On any Asset Cover Test Date, the Lender shall release from the Collateral Security:

- (i) such amount of Collateral Security Assets by which the aggregate amount of Collateral Security Assets exceeds the amount of Collateral Security Assets required in order for the Asset Cover Test to be complied with on that Asset Cover Test Date; and
- (ii) all Collateral Security Assets which accounted for zero for the purpose of the calculation of the Asset Cover Test on the relevant Asset Cover Test Date,

but always subject to (i) the Lender having received an express request to that effect from the Obligors' Agent in the relevant Asset Report, (ii) the Management and Recovery Agent having confirmed that following such release, the Asset Cover Test will remain complied with, on that Asset Cover Test Date (iii) all additions to the

Collateral Security announced in the Asset Report on that Asset Cover Test Date having been effected in accordance with the provisions of the Credit Facility and Collateral Framework Agreement and (iv) no Group Event of Default having occurred,

and provided that the cash remitted from time to time by the Guarantors to the Lender pursuant to the provisions described in paragraph "Collection Loss Trigger Event" below shall not be subject to that provision but shall only be released by the Lender to the extent where the amount then standing to the credit of the relevant Collection Loss Reserve Account exceeds the amount then required pursuant to the said provisions and subject always to no Group Event of Default having occurred.

#### *Collection Loss Trigger Event*

Upon downgrading of the credit rating of BPCE below A (long-term) (S&P) (a "**S&P Collection Loss Trigger Event**") or P-1 (short-term) (Moody's) (a "**Moody's Collection Loss Trigger Event**") (or any other credit rating trigger which may be agreed with the Rating Agencies after the date hereof) (each, a "**Collection Loss Trigger Event**") and within, as applicable, sixty (60) calendar days from the occurrence of such S&P Collection Loss Trigger Event or ten (10) Business Days from the occurrence of such Moody's Collection Loss Trigger Event, each Guarantor shall be required to credit to a bank account to be opened within such period in the name of the Lender by the Management and Recovery Agent in accordance with the provisions of the Management and Recovery Agreement (the "**Collection Loss Reserve Account**"), an amount equal to collections received by the Guarantors under the Home Loans granted as Collateral Security during the preceding two and half (2.5) calendar months, as the same shall be reported to the Lender by the Obligors' Agent (with a copy to the Rating Agencies) within the above mentioned sixty (60)-calendar-day period or ten (10) Business Day-period, as applicable, and further, to adjust, on each Asset Cover Test Date, the amount standing to the credit of this Collection Loss Reserve Account so that it is an amount equal to the sum of collections received by the Guarantors under the Home Loans granted as Collateral Security during the period of two and half (2.5) calendar months ending on the last Business Day of the calendar month immediately preceding such Asset Cover Test Date, and any such adjustment shall be reported to the Lender by the Obligors' Agent (with a copy to the Rating Agencies).

Any cash credited to the Collection Loss Reserve Account shall be remitted by way of full transfer of title (*remise d'espèces en pleine propriété à titre de garantie*) by the relevant Guarantor to the Lender, in accordance with Article L.211-38 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*) and become part of the Collateral Security, subject to, and in accordance with, the relevant terms of the Collateral Section and shall secure the Secured Liabilities as they become due and payable.

Failure by any relevant Guarantor to fund the Collection Loss Reserve Account up to the required amount within the required period following the occurrence date of the Collection Loss Trigger Event shall constitute a "**Breach of Collection Loss Reserve Funding Requirement**". A Breach of Collection Loss Reserve Funding Requirement shall result in the occurrence of a Group Event of Default.

#### *Servicing of the Collateral Security Assets*

##### *Servicing*

Until the appointment of a substitute servicer (the "**Substitute Servicer**") in accordance with the provisions of the Credit Facility and Collateral Framework Agreement, each Guarantor shall perform the servicing and collection of the Collateral Security Assets in accordance with applicable laws and the relevant Servicing Procedures, using the same degree of skill, care and attention as for the servicing of its assets not being the subject of the Collateral Security, without interfering with the Lender's material rights under the Credit Facility and Collateral Framework Agreement. The Servicing Procedures shall constitute servicing instructions of the Lender to Guarantors and each Guarantor shall undertake that no change will be made to the Servicing Procedures without Lender prior consent in a way that would prejudice the rights of the Lender under the Collateral Security or the Collateral Security Assets.

"**Servicing Procedures**" means, in relation to a Guarantor, its customary servicing procedures, provided that if the servicing of the Collateral Security Assets has been sub-delegated by such Guarantor to a Subsidiary as mentioned in "Sub-delegation" below, the terms Servicing Procedure shall refer to the customary servicing procedures of that Subsidiary.

##### *Asset Records*

Each Guarantor shall, in accordance with the Servicing Procedures, establish, maintain, or cause to be maintained and furthermore administer at all times accurate, complete and up-to-date Asset Records with respect to the Collateral Security Assets.

For the purpose of satisfying itself as to whether the Collateral Security Assets remain Eligible Assets or to control the conformity of the servicing of the Collateral Security Assets with the Servicing Procedures or of the information contained in the Asset Reports, the Lender (or any agent acting on its behalf) shall be entitled to (i) access at all times the premises where the Asset Records are located and (ii) inspect, audit and copy such Asset Records.

**"Asset Records"** means the computer and manual records, files, internal data, books and all other information (including information stored in information systems) related to the Collateral Security Assets or to the Guarantor Collection Accounts (and the operation of the same), together with all Asset Contractual Documentation.

**"Asset Contractual Documentation"** means, in relation to any and all Collateral Security Assets, all original, executive or true copies (*copies exécutoires*) of any contract, instrument or other document (such as riders, waivers and amendments) providing for the terms and conditions of, and/or evidencing title and benefit to, such Collateral Security Assets and any right, privilege, guarantee or security interest (*droit accessoire, privilège, garantie ou sûreté*) ancillary or as the case may be attached thereto (and, in particular, any and all relevant Home Loan Security).

**"Guarantor Collection Account"** means any and all bank accounts opened in the name of a Guarantor to collect interest and principal paid under the Home Loan Receivables granted as Collateral Security.

#### Sub-delegation

Where the assets granted as Collateral Security Assets by a Guarantor consist in Home Loan originated by a Subsidiary, the Guarantor may sub-delegate its duties in relation to the servicing of the relevant Collateral Security Assets to that Subsidiary, provided that (i) prior to such delegation, the Guarantor shall ensure that the relevant Subsidiary has agreed to carry out such duties in accordance with the relevant provisions of the Credit Facility and Collateral Framework Agreement and to comply with the obligations of the Guarantor thereunder, (ii) such sub-delegation shall comply with all applicable laws and regulations and (iii) in all circumstances the Guarantor shall remain liable vis-à-vis the Lender for the due performance of each such duties in accordance with such provisions.

#### Use of the sums collected under the Collateral Security Assets

As long as no Group Enforcement Notice has been issued by the Lender, each Guarantor is entitled by the Lender to use the sums collected under the Collateral Security Assets.

#### Asset Report

The Obligors' Agent shall provide the Lender on each Asset Report Date, with a report (the **"Asset Report"**) up-to-date as at the last Business Day of the calendar month immediately preceding the date on which that Asset Report is remitted.

Any Asset Report shall also identify:

- (a) the Eligible Assets that the Guarantors intend to grant as Collateral Security Assets to the Lender on any Asset Cover Test Date, as applicable;
- (b) any asset which the Guarantors intend to remove from the Collateral Security and the Eligible Asset that they intend to grant as Collateral Security Assets in substitution, as applicable; and
- (c) any asset in respect of which the Guarantors intend to request a partial release, as applicable.

**"Asset Report Date"** means the day falling two (2) Business Days prior to (i) each Asset Cover Test Date and (ii) each Post-Enforcement Calculation Date.

**"Post-Enforcement Calculation Date"** means, from and including the date of occurrence of a Group Event of Default, the 25<sup>th</sup> day of each calendar month

#### Servicer Rating Trigger Event

If a Servicing Rating Trigger Event occurs, within thirty (30) Business Days of such occurrence, the Lender shall appoint a Substitute Servicer (whose long-term senior unsecured, unsubordinated and unguaranteed debt obligations (if rated) are rated at least BBB by S&P, Baa2 by Moody's) for the servicing of the Collateral Security Assets granted by the Guarantors.

For such purposes, Servicing Rating Trigger Event means, with respect to BPCE, as applicable, the event in which its long-term senior unsecured, unsubordinated and unguaranteed debt obligations become rated below BBB by S&P, or Baa2 by Moody's.

### *Enforcement of the Collateral Security*

#### Lender's rights upon enforcement

Under the Credit Facility and Collateral Framework Agreement, each Guarantor has acknowledged and agreed that with immediate effect as from the issuance of a Group Enforcement Notice:

- (a) all rights of title, discretions, benefits and other rights with respect to any and all Collateral Security Assets shall be immediately transferred to the Lender, without the need for any *mise en demeure*, in accordance with the provisions of Article L.211-38-II of the French Monetary and Financial Code (*Code monétaire et financier*); and
- (b) the Lender (or the Management and Recovery Agent acting on its behalf) will, in particular, but without limitation:
  - (i) appoint a substitute servicer (the "**Substitute Servicer**") to carry out the servicing of the Collateral Security Assets in its name and on its behalf ;
  - (ii) notify or instruct any such Substitute Servicer to notify all borrowers under the Collateral Security Assets to pay any and all amounts due and payable by them thereunder to the credit of the bank account specified in the relevant notice;
  - (iii) exercise in a discretionary manner all rights attached to the Collateral Security Assets; and
  - (iv) in particular, but without limitation, sale, transfer or provide as collateral security the Collateral Security Assets to any purchaser or securitisation vehicle qualified for that purpose.

#### Obligors' obligations upon enforcement

Following the service to the Obligors' Agent of a Group Enforcement Notice, each Guarantor shall:

- (a) transfer to the Lender Collection Account or such other as the Lender or any of its agent may direct, any and all amounts received in respect of any Collateral Security Asset and then standing to the credit of its Guarantor Collection Accounts and more generally to any of its bank accounts, no later than the Business Day following the service of the Group Enforcement Notice;
- (b) deliver all Asset Records and related documents to the Lender or, upon instruction of the Lender, to the Substitute Servicer (each, an "**Enforcing Party**") to such place as the same may reasonably designate;
- (c) allow to the Enforcing Party reasonable access to its facilities, premises, computer and/or software systems; and
- (d) take all steps and do all things and cooperate in good faith to enable any entity which shall have been appointed as Substitute Servicer to take over its duties in such capacity.

In addition, at any time after the service of a Group Enforcement Notice to the Obligors' Agent, each Guarantor shall transfer to the Lender Collection Account any and all amounts it may receive in respect of any Collateral Security Asset, no later than on the Business Day following the receipt of any such amount.

"**Lender Collection Accounts**" means the account of the Lender as indicated in the Credit Facility and Collateral Framework Agreement or such account as the Lender may notify to the Obligors' Agent in accordance with the provisions of the Credit Facility and Collateral Framework Agreement.

#### Application of proceeds

Any principal and interest payments, distributions, sale or liquidation proceeds and other sums (together, the "**Enforcement Proceeds**") received by the Lender under or in relation to the Collateral Security Assets, or transferred to the Lender, after the service to the Obligors' Agent of a Group Enforcement Notice shall be used by the Lender for the satisfaction of any and all Secured Liabilities.

Subject to the full and definitive discharge of all Secured Liabilities, the Lender shall repay to the Obligors' Agent any part of the Enforcement Proceeds not applied to the satisfaction of the Secured Liabilities, subject to the payment in full of all amounts (whether in principal, interest, costs or otherwise) owed by the Lender to any and all Noteholders. The Obligors' Agent shall be the sole responsible for the repartition of this surplus between the Guarantors.

#### **Obligors' Agent**

Pursuant to the Credit Facility and Collateral Framework Agreement each Borrower and each Borrower has appointed BPCE as its agent (*mandataire*) to generally represent the Borrowers and the Guarantors vis-à-vis the Lender and carry out certain tasks in their names and on their behalf.

## General provisions of the Credit Facility and Collateral Framework Agreement

### *Representations, warranties and undertakings*

The Obligors have made the customary representations and warranties and undertakings to the Issuer, the representations and warranties being given on the execution date of the Credit Facility and Collateral Framework Agreement and continuing until all sums due by the Obligors under the Credit Facility and Collateral Framework Agreement shall have been paid in full.

### *Group Events of Default*

Each of the following events shall constitute an event of default for the purposes of the Credit Facility and Collateral Framework Agreement (each, a "**Group Event of Default**"):

- (a) any Obligor fails to pay any sum due under the Credit Facility when due, in the currency and in the manner specified in the Credit Facility and Collateral Framework Agreement; provided, however, that where (i) such non-payment is due to an administrative error or the failure of continuing external payment systems or clearing systems reasonably used by the Obligor and (ii) such payment is made by the Obligor within three (3) Business Days of such non-payment, such non-payment shall not constitute a Group Event of Default;
- (b) any Obligor fails to comply with any of its material obligations under the Credit Facility and Collateral Framework Agreement (other than a financial obligation) and such breach has or could be reasonably expected to have a material adverse effect on (i) the Collateral Security considered as a whole or (ii) on the ability of the Group to implement the Network Guarantee System (such an effect being a Material Adverse Effect);  
  
any material representation or warranty made by any Obligor under the Credit Facility and Collateral Framework Agreement or in any notice or other document, certificate or statement delivered by it pursuant thereto or in connection therewith is or proves to have been incorrect or misleading in any material respect when made, and the same is not remedied (if capable of remedy) within sixty (60) Business Days after the Lender has given notice thereof to that Obligor or (if sooner) that Obligor has knowledge of the same, provided that such breach has or could reasonably be expected to have a Material Adverse Effect;
- (c) a Breach of Asset Cover Test or Breach of Collection Loss Reserve Funding Requirement occurs;
- (d) in respect of any member of the Group, an Insolvency Event occurs;
- (e) at any time it is or becomes unlawful for any Obligor to perform or comply with any or all of its material obligations under the Credit Facility and Collateral Framework Agreement or any of the material obligations of any Obligor under the Credit Facility and Collateral Framework Agreement are not or cease to be legal, valid and binding;
- (f) any effect, event or matter (regardless of its nature, cause or origin and in particular the commencement of any legal, administrative or other proceedings against any Obligor) occurs which has or could reasonably be expected to have a Material Adverse Effect;
- (g) BPCE fails to pay the Collateral Security Fee to any Contributing Guarantor and this failure is not remedied within sixty (60) Business Days from the relevant Collateral Security Fee Payment Date;
- (h) upon the occurrence of a Hedging Trigger Event (as defined in the Hedging Letter) (i) the Lender fails to find an Eligible Hedging Provider agreeing to enter into any Issuer Hedging Transaction (as defined in the Hedging Letter) within thirty (30) Business Days from the occurrence date of such Hedging Trigger Event or (ii) BPCE fails to enter into any Borrower Hedging Transaction (as defined in the Hedging Letter) with the Issuer within thirty (30) Business Days from the occurrence date of such Hedging Trigger Event; or
- (i) the Lender fails to comply with its obligations pursuant to Article R.513-7 of the French Monetary and Financial Code (*Code monétaire et financier*) and BPCE does not assist the Lender in finding the means necessary to cure such failure within thirty (30) Business Days.

For such purposes, "**Insolvency Event**" means, in respect of any entity, the occurrence of any of the following events:

- (i) the relevant entity is, or is deemed or declared for the purposes of any law to be, unable to pay its debts as they fall due or to be insolvent, including without limitation, *en état de cessation des paiements*, or admits in writing its inability to pay its debts as they fall due;

- (ii) the relevant entity, by reason of financial difficulties, begins formal negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of any of its indebtedness or applies for or is subject to an amicable settlement (*règlement amiable*) pursuant to Article L.611-1 *et seq.* of the French Commercial Code (*Code de commerce*) (or any similar provisions of any law other than French law);
- (iii) a meeting of the shareholders of the relevant entity is convened for the purpose of considering any resolution for (or to petition for) its winding-up or the liquidation of the relevant entity or the opening of proceedings in view of the safeguard (*procédure de sauvegarde*), the rescheduling of the debt (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*) of the relevant entity or any such resolution is passed;
- (iv) any person presents a petition for the winding-up or the liquidation of the relevant entity or the opening of proceedings in view of the safeguard (*procédure de sauvegarde*), the rescheduling of the debt (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*) of the relevant entity and the petition is not discharged within thirty (30) days;
- (v) a judgement is issued for winding-up or the liquidation of the relevant entity or the opening of proceedings in view of the safeguard (*procédure de sauvegarde*), the rescheduling of the debt (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*) of the relevant entity (or any similar proceedings under any law other than French law) or the transfer of the whole or part of the business of the relevant entity (*cession de l'entreprise*) pursuant to Article L.620-1 *et seq.* of the French Commercial Code (*Code de commerce*) (or any similar provisions of any law other than French law); or
- (vi) any *mandataire ad hoc*, *administrateur judiciaire*, *administrateur provisoire*, *conciliateur* or *mandataire liquidateur* (or any equivalent under any law other than French law) is appointed in respect of the relevant entity or any material part of the directors of the relevant entity request such appointment.

"**Collateral Security Fee**" means the fee payable by BPCE to those of the Guarantors who agree to grant Collateral Security Assets (*remettre en garantie*) in respect of a share of the Borrower Loan(s) requested by BPCE, as the case may be.

#### *Acceleration of the Borrower Loans*

On and at any time after the occurrence of a Group Event of Default, the Lender may without *mise en demeure* or any other judicial or extra judicial step, by written notice to the Obligors' Agent and the Obligors' Agent (a "**Group Enforcement Notice**"):

- (a) cancel the Credit Facility whereupon it shall immediately be cancelled and no further utilisation request may be issued thereunder; and/or
- (b) declare that all or part of the Borrower Loans, together with accrued interest, and all other amounts accrued or outstanding under, *inter alia*, the Credit Facility and Collateral Security be immediately due and payable, whereupon they shall become immediately due and payable; and/or
- (c) enforce its rights under the Collateral Security (as described above).

#### *Other activities*

Under the Credit Facility and Collateral Framework Agreement, the Obligors have agreed that the Issuer may, without their prior consent, chose to enter into transactions other than those provided for in the Programme Documents and resort to resources (whether or not benefiting from the *Privilège* set out under Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*)) other than the Notes, in accordance with and subject to applicable laws and regulations, provided that the Issuer has undertaken vis-à-vis the Obligors that the entering into such other transactions and issuance of such other resources will be subject to a prior Rating Confirmation.

Notwithstanding the above, the Lender shall remain free to issue and self-subscribe Notes at any time, in accordance with and subject to the provisions of Article L.513-26 of the French Monetary and Financial Code (*Code monétaire et financier*) and applicable laws and regulations. If any such Notes are subsequently cancelled by the Lender pursuant to the provisions of Article L.513-26 of the French Monetary and Financial Code (*Code monétaire et financier*), the Management and Recovery Agent has agreed to inform the Rating Agencies of such cancellation.

#### *Main other terms*

The Credit Facility and Collateral Framework Agreement also provides for:

- (a) customary tax gross-up provisions relating to payments to be made by the Obligors to the Issuer, in its capacity as Lender, under the Credit Facility and Collateral Framework Agreement;
- (b) customary tax indemnity provisions relating to any payment to be made by the Issuer, in its capacity as Lender, on account of tax on or in relation to any sum received or receivable under the Credit Facility and Collateral Framework Agreement by the Issuer, in its capacity as Lender, from the Obligor or any liability in respect of any such payment is asserted, imposed, levied or assessed against the Issuer;
- (c) customary "increased costs" provisions; and
- (d) general financial information covenants and other customary covenants of the Obligor.

*Governing Law - Jurisdiction*

The Credit Facility and Collateral Framework Agreement shall be governed by, and construed in accordance with, French law. The Issuer and the Obligors have agreed to submit any dispute that may arise in connection with the Credit Facility and Collateral Framework Agreement to the jurisdiction of the competent court of Paris. For the avoidance of doubt, the Collateral Security shall be governed by French law.

## THE BORROWERS, THE GUARANTORS, THE OBLIGORS' AGENT, THE MANAGEMENT AND RECOVERY AGENT AND THE ADMINISTRATIVE AGENT

### The Group

The Borrowers, the Guarantors, the Obligors' Agent, the Management and Recovery Agent and the Administrative Agent are members of the Group and of the Network Guarantee System.

"**Group**" means the group constituted by the members of the Networks and the companies affiliated thereto in accordance with the conditions of Article L.511-31 of the French Monetary and Financial Code (*Code monétaire et financier*), as provided for in Article L.512-106 of the French Monetary and Financial Code (*Code monétaire et financier*) and being member of the Network Guarantee System.

"**Network Guarantee System**" means the system set up by BPCE between members of the Group in accordance with Article L.512-107 of the French Monetary and Financial Code (*Code monétaire et financier*), in order to guarantee the liquidity of the Group and of each Network and guarantee the solvency of the Group and of each Network.

"**Networks**" means the Banques Populaires network, as defined in Article L.512-11 of the French Monetary and Financial Code (*Code monétaire et financier*) and the Caisses d'Epargnes network as defined in Article L.512-86 of the French Monetary and Financial Code (*Code monétaire et financier*).

### The Borrowers and the Guarantors

The borrowers under the Credit Facility and Collateral Framework Agreement (the "**Borrowers**") shall be (i) those entities which have entered into the Credit Facility and Collateral Framework Agreement as borrower on the execution thereof (each an "**Original Borrower**" (which shall include BPCE) and any other entities acceding to the Credit Facility and Collateral Framework Agreement (an "**Additional Borrower**" through the execution of an accession letter for this purpose, in accordance with and subject to the provisions of the Credit Facility and Collateral Framework Agreement and provided in particular that any such Additional Borrower shall be a member of the Group and that a member of the Group may not become an Additional Borrower without becoming simultaneously an Additional Guarantor.

The guarantors under the Credit Facility and Collateral Framework Agreement (the "**Guarantors**") shall be (i) those entities which have entered into the Credit Facility and Collateral Framework Agreement as Guarantor on the execution thereof (each an "**Original Guarantor**" (which shall not include BPCE) and any other entities acceding to the Credit Facility and Collateral Framework Agreement (an "**Additional Guarantor**" through the execution of an accession letter for this purpose, in accordance with and subject to the provisions of the Credit Facility and Collateral Framework Agreement and provided in particular that any such Additional Guarantor shall be a member of the Group.

Any Borrower and any Guarantor may resign from such capacity, in accordance with and subject to the provisions of the Credit Facility and Collateral Framework Agreement and provided in particular that the Lender shall be free to accept any such resignation and shall not accept such resignation unless in particular a Rating Confirmation has been obtained.

The Borrowers and the Guarantors are referred to as the "**Obligors**".

### The Obligors' Agent, the Management and Recovery Agent and the Administrative Agent

BPCE shall act as Obligors' Agent under the Credit Facility and Collateral Framework Agreement, as Management and Recovery Agent under the Management and Recovery Agreement and as Administrative Agent under the Administrative Services Agreement.

### General information

#### *General information relating to BPCE*

BPCE is a *société anonyme à directoire et conseil de surveillance* incorporated under the laws of France, duly licensed as a specialised credit institution (*établissement de crédit spécialisé*), and whose registered office is at 50, avenue Pierre Mendès France, 75013 Paris, France.

BPCE was created by French law No. 2009-715 dated 18 June 2009 (the "**Law**"), as a central body of BPCE Group, which was found through the combination of the two French mutual banking groups that are Groupe Caisse d'Epargne and Groupe Banque Populaire.

BPCE was registered on 22 January 2007 with the *Registre du commerce et des sociétés* of Paris under number 493 455 042. The term of BPCE is set at 99 years and it shall consequently expire on 21 January 2106 except in the event of earlier dissolution or extension.

BPCE is organised as a French *société anonyme*, governed by a management board (*directoire*) and a supervisory board (*conseil de surveillance*) and is subject to the laws and regulations in force in France and in particular the commercial companies provisions of the French Commercial Code (*Code de commerce*) and the credit institutions provisions of the French Monetary and Financial Code (*Code monétaire et financier*), notably Articles L.512-85 to L.512-108, and the implementing decrees taken in this respect as well as its bylaws.

#### *Business Overview*

BPCE is the central body of Groupe BPCE which is the second largest retail banking group in France (No. 2 in number of branches (source: database, banks' websites), No. 2 in market share for customer deposits and lending (source: Banque de France), No. 2 in terms of penetration rate with professionals and individual entrepreneurs (source: Pepites CSA 2009-2010 poll). BPCE is underpinned by two autonomous and complementary retail banking networks comprising the 15 Banques Populaires and 16 Caisses d'Epargne et de Prévoyance. As such, BPCE owns subsidiaries like Natixis as the corporate, investment and financial services arm of the Groupe BPCE, BPCE International et Outre-Mer supervising Groupe's BPCE investments in the international markets and french overseas territories, CNP Assurances for insurance products distributed in Caisses d'Epargne network and Credit Foncier de France specialized in real estate loans.

With 108,000 employees, 8,000 branches, over 8.9 million member-stakeholders and approximately 35 million customers, Groupe BPCE caters for all business sectors and types of clientele and is present on the world's main financial markets.

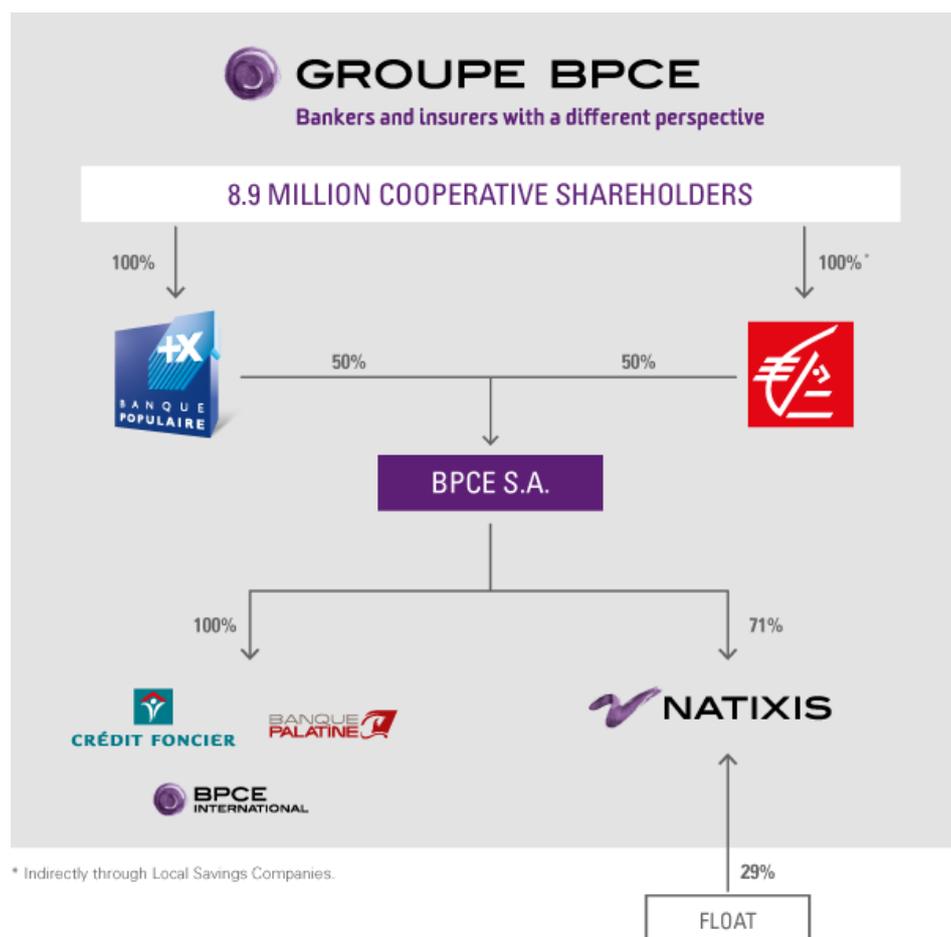
The BPCE Group SA (meaning BPCE and its consolidated subsidiaries and associates) had consolidated net banking income of €10.781 billion as of 31 December 2016, total assets of €765.1 billion as of 31 December 2016 and consolidated shareholders equity of €27.775 billion (€20.210 billion group share) as of 31 December 2016.

#### *Activities*

The corporate purpose of BPCE is defined in Article 2 of its bylaws and consists notably in:

- (i) being a central body for the Networks and their affiliates, and as such is notably in charge of:
  - determining the Group's and the Networks policies and the strategic orientations;
  - coordinating the Networks' commercial policies and taking any measures necessary for the Group's development;
  - representing the Group and the Networks in banking associations and negotiating national or international agreements on their behalf;
  - taking all necessary steps in order to ensure the Group's and the Networks' liquidity, including determining policies for liquidity and treasury management, financing, securitization and financial relations with other credit institutions;
  - taking all necessary steps to ensure the Group's and the Networks' solvency by notably implementing appropriate financial solidarity mechanisms and by setting up a common guarantee fund for both networks;
  - determining internal control policies and risk management policies for the Group and the Networks, and ensuring the effective supervision of compliance with these policies; and
  - confirming the appointment of key policy-making executives of the affiliated institutions; and
- (ii) acting as an authorised credit institution, an insurance intermediary and a real estate intermediary.

## Organisation Chart of BPCE



The buyback by the Banque Populaire banks and Caisses d'Epargne of the cooperative investment certificates (CICs) held by Natixis for their subsequent cancellation was completed on 6 August 2013, in accordance with the timetable set when the transaction was initiated in February 2013. Following the cancellation of the CICs bought back by each of the Banque Populaire banks and Caisses d'Epargne, their capital is now wholly owned by their cooperative shareholders.

### General information relating to share capital

On the date hereof, the share capital of BPCE amounts to 155,742,320 euros divided into 31,148,464 fully paid-up shares with a par value of €5 each. The 18 Banques Populaires and 17 Caisses d'Epargne et de Prévoyance wholly own the share capital and voting rights of BPCE, their shares are not listed on any stock exchange.

### Management and administration

BPCE is governed by a management board (*directoire*) and a supervisory board (*conseil de surveillance*).

The management board (*directoire*) is composed of a maximum of five (5) individual members who may be up to 65 years of age and need not be shareholders. Members of the management board (*directoire*) may perform other offices subject to compliance with the laws and regulations in force. However, a member of the management board (*directoire*) may not perform similar duties with a *Caisse d'Epargne et de Prévoyance* or a *Banque Populaire*.

The members of the management board (*directoire*) are appointed for a term of four (4) years by the supervisory board (*conseil de surveillance*) which appoints one of the management board (*directoire*) members as chairman (*président*).

The management board (*directoire*) is vested with the broadest powers to act in all circumstances in the name of the company, within the scope of the corporate purpose and subject to the powers attributed by law to the supervisory board (*conseil de surveillance*) or to shareholders' meetings.

The members of the management board are as follows:

François PÉROL

Chairman of the management board

Marguerite BERARD-ANDRIEU	Chief Financial Officer - Finance, Risk and Operations
Laurent ROUBIN	Chief Executive Officer - Commercial Banking and Insurance
Catherine HALBERSTADT	Chief Executive Officer - Human Resources and Group Internal Communications
Laurent MIGNON	Natixis Chief Executive Officer

Under Article 17 of the bylaws, supervisory board (*conseil de surveillance*) meetings are called by its chairman. They are held as often as the interest of BPCE requires, and at least four times a year. The supervisory board is composed of 10 to 18 members designated by the general meeting of shareholders.

#### *Control*

As a regulated bank, BPCE is subject to various controls by the French financial regulators (ACPR, Banque de France, *Autorité des Marchés Financiers*, etc.).

#### *Accounting regulations and methods*

The consolidated financial statements of BPCE are prepared in accordance with IFRS as adopted by the European Union. The last consolidated financial statements of BPCE are available for viewing on its website ([www.bpce.fr](http://www.bpce.fr)).

The statutory auditors of BPCE are:

- **"Mazars"**, Tour Exaltis, 61, rue Henri Regnault, 92400 Courbevoie, France represented by Charles de Boisriou and Jean Latorzeff in their capacity as principal statutory auditors, and Franck Boyer in his capacity as alternate statutory auditor;
- **"PricewaterhouseCoopers Audit"**, 63, rue de Villiers, 92208 Neuilly-sur-Seine Cedex, France represented by Agnès Husherr in her capacity as principal statutory auditors, and Etienne Boris in his capacity as alternate statutory auditor; and
- **"Deloitte et Associés"**, 185, avenue Charles de Gaulles, 92524 Neuilly-sur-Seine Cedex, France represented by Jean –Marc Mickeler and Sylvie Bourguignon in their capacity as principal statutory auditors, and Cabinet BEAS represented by Mireille Berthelot in his capacity as alternate statutory auditor.

#### *General information relating to the Banques Populaires and the Caisses d'Epargnes*

### **1. Activities**

Amongst the Banques Populaires banks, there are 18 regional Banques Populaires, CASDEN Banque Populaire and the Crédit Coopératif Banque Populaire. The Caisses d'Epargne Network is composed of 17 regional Caisses d'Epargne. The Banques Populaires and the Caisses d'Epargnes are autonomous, fully-fledged banks providing customers with a local service and a full range of banking and insurance products and services.

### **2. Management**

Each Banque Populaire is managed by a board of directors (*conseil d'administration*). Its by-laws provide for a board of directors consisting of not less than five (5) and not more than eighteen (18) members who are appointed by the general meeting of shareholders for a period of six (6) years.

Each Caisse d'Epargne is managed by a management board (*directoire*) and a supervisory board (*conseil d'orientation et de surveillance*). Its by-laws provide for a management board consisting of not less than two (2) members and not more than five (5) members who are appointed by the supervisory board for a period of five (5) years. The supervisory board is composed of 18 members appointed by the general meeting of shareholders for a period of six (6) years.

### **3. Accounting regulations and methods**

Each Banque Populaire, BRED Banque Populaire, Crédit Coopératif Banque Populaire and each Caisse d'Epargne present their non-consolidated financial statements according to the French generally accepted accounting principles (French GAAP) and to the provisions in use in all private industrial and commercial companies.

Each Banque Populaire, BRED Banque Populaire, Crédit Coopératif Banque Populaire and each Caisse d'Epargne present their consolidated financial statements in accordance with IFRS.

The consolidated and non-consolidated financial statements of the Banques Populaires and the Caisses d'Epargne must be approved by its board of directors or management board and, within five (5) months following the end

of each financial year, be submitted, together with the statutory auditors' report, for examination by the general meeting of the shareholders of each Banque Populaire and each Caisse d'Epargne. The consolidated interim financial statements of the Banques Populaires and the Caisses d'Epargne for the first six (6) month period of each financial year, when available, are only subject to a limited review by its statutory auditors.

## COVER RATIOS

For the avoidance of doubt, in the following section, the expression "Notes" will apply to the French law Notes and German law Notes.

### Statutory cover ratio

As a *société de financement de l'habitat*, the Issuer shall also comply, *inter alia*, with the following legal requirements:

- (a) *sociétés de financement de l'habitat* must at all times maintain a cover ratio between their assets and their "privileged" liabilities. According to Article R.513-8 of the French Monetary and Financial Code (*Code monétaire et financier*), *sociétés de financement de l'habitat* must at all times maintain a ratio of at least one hundred and five per cent. (105%) between their resources benefiting from the *Privilège* (it being specified that pursuant to decree No. 2014-526 dated 23 May 2014 with respect to prudential regime of *sociétés de crédit foncier* and *sociétés de financement de l'habitat*, the minimum ratio has been increased from one hundred and two per cent. (102%) to one hundred and five per cent. (105%)) and their assets, including the replacement assets (*valeurs de remplacement*), provided however that where the assets of a *société de financement de l'habitat* include receivables secured by other assets pursuant to Articles L.211-36 to L.211-40, L.313-23 to L.313-35, and L.313-42 to L.313-49 of the French Monetary and Financial Code (*Code monétaire et financier*), those assets received as collateral security, whether by way of pledge or full transfer of title, shall be taken into account for the calculation of that ratio (instead of the receivables shown on the balance sheet of the *société de financement de l'habitat*). In addition, pursuant to article R.513-8 of the French Monetary and Financial Code (*Code monétaire et financier*), the calculation of the cover ratio shall take into account the exposures on related entities or entities belonging to the same consolidated group (within the meaning of article 12.1 of the seventh Council directive of 13 June 1983 based on the article 54(3) of the treaty on consolidated accounts), as further described in 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*); and
- (b) pursuant to Article L.513-32 of the French Monetary and Financial Code (*Code monétaire et financier*), *sociétés de financement de l'habitat* must appoint a specific controller (*contrôleur spécifique*) with the approval of the French banking authority (*Autorité de contrôle prudentiel et de résolution*) whose tasks are:
  - (i) to ensure that the *société de financement de l'habitat* complies with Articles L.513-28 to L.513-30 of the French Monetary and Financial Code (*Code monétaire et financier*);
  - (ii) to certify that the statutory cover ratio is satisfied in connection with (i) the *société de financement de l'habitat's* quarterly programme of issues benefiting from the *Privilège* and (ii) any issue of resources benefiting from the *Privilège* and whose amount is at least Euro 500 million;
  - (iii) to ensure that the Home Loans (*prêts à l'habitat*) granted or financed by the *société de financement de l'habitat* comply with the purpose of Article L.513-28 and with the requirements set out in Articles L.513-29 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*);
  - (iv) to control, when the Home Loans (*prêts à l'habitat*) granted or financed by the *société de financement de l'habitat* are subject to a guarantee (*cautionnement*) from another credit institution or an insurance company included in the consolidation scope, as defined by Article L.233-16 of the French Commercial Code (*Code de commerce*) as applicable to the *société de financement de l'habitat*, the risks assessment methods established by such credit institution or insurance company are adequate, in accordance with Article R.513-21 of the French Monetary and Financial Code (*Code monétaire et financier*); and
  - (v) to review, pursuant to Article 12 of Regulation 99-10 dated 9 July 1999 on *sociétés de crédit foncier* and *sociétés de financement de l'habitat*, the level of rate and maturity matching between the assets and the liabilities. In case the specific controller believes that the level of rate and maturity matching would create excessive risks for the creditors benefiting from the *Privilège*, the specific controller informs the officers of the relevant *société de financement de l'habitat* and the French banking authority (*Autorité de contrôle prudentiel et de résolution*).

The specific controller has access to information that allows confirmation of each issuer's compliance with the statutory cover ratio. This statutory cover ratio is published on the website of the Issuer (<http://www.groupebpce.fr/Investisseur/Dette/BPCE-SFH>) four times a year and checked on a quarterly basis by

the specific controller. In addition, the Issuer publishes every quarter on its website (<http://www.groupebpce.fr/Investisseur/Dette/BPCE-SFH>) under "ECBC Label Data" its latest asset cover ratio (on March 2017, the asset cover ratio was equal to 115.8%).

### **Asset Cover Test**

In addition to the statutory cover ratio which the Issuer is required to comply with as a *société de financement de l'habitat*, under the Credit Facility and Collateral Framework Agreement, the Management and Recovery Agent shall carry out a test on each Asset Cover Test Date to ensure that the amount of Collateral Security required pursuant to the Credit Facility and Collateral Framework Agreement is in place (the "**Asset Cover Test**").

"**Asset Cover Test Date**" means, prior to and excluding, the date of occurrence of a Group Event of Default, (i) each Utilisation Date and (ii) the 25<sup>th</sup> day of each calendar month.

"**Utilisation**" means an utilisation under the Credit Facility.

"**Utilisation Date**" means the date of a Utilisation, being the date on which the relevant Loan is to be made.

As of the date of this Base Prospectus, the formulae of the Asset Cover Test set out in the Credit Facility and Collateral Framework Agreement is such that (i) the Lender comply with the statutory cover ratio (as described in the paragraph "Statutory cover ratio" above) and (ii) the Programme be rated Aaa by Moody's and AAA by S&P.

If on any Asset Cover Test Date, the Asset Cover Test is not complied with, this event shall constitute a "**Non-Compliance with the Asset Cover Test**"). A Non-Compliance with the Asset Cover Test will not constitute a Group Event of Default.

If a Non-Compliance with the Asset Cover Test has occurred and is not remedied prior to the next following Asset Cover Test Date, a "**Breach of Asset Cover Test**" shall occur.

A Breach of Asset Cover Test will result in a Group Event of Default within the meaning of the relevant terms of the Credit Facility and Collateral Framework Agreement.

## THE HEDGING STRATEGY

*For the avoidance of doubt, in the following section, the expression "Notes" will apply to the French law Notes and German law Notes.*

The present section describes the hedging strategy (the "**Hedging Strategy**") to be implemented from time to time by the Issuer, as set out in a letter (the "**Hedging Letter**") entered into between BPCE SFH and BPCE, on 19 April 2011, as amended and/or supplemented from time to time.

### *Hedging Strategy before the occurrence of a Hedging Trigger Event*

#### Interest rate risk

The Notes issued under the Programme may be Fixed Rate Notes, Floating Rate Notes or Zero Coupon Notes. Each Series of Notes will be denominated in any Specified Currency (see "Terms and Conditions of the French law Notes").

The proceeds from the issuance of the Notes under the Programme will be used by the Issuer to fund Borrower Loans to be made available to the Borrowers under the Credit Facility. The terms and conditions regarding the calculation and the payment of principal and interest under a Borrower Loan shall mirror the equivalent terms and conditions of the Notes funding such Borrower Loan, as further described hereunder and in the relevant final terms of the Borrower Loan (see "The Credit Facility and Collateral Security Agreement").

The Issuer is therefore not exposed to any risk of an interest rate mismatch arising between the payments received on the Borrower Loans and the payments to be made under the Notes. As a consequence, in the absence of any Hedging Trigger Event, the Issuer will have no obligation to hedge any interest rate risk.

The determination of the interest rate of each Series of Notes, as specified in each relevant Final Terms, shall be made by the Issuer regardless of the interest rate conditions applicable, as the case may be, to such Collateral Security Assets.

Before the enforcement of the Collateral Security, the Borrowers retain any interest rate risk linked to the mismatch between the Collateral Security Assets and the Borrower Loan. Thus until and unless such enforcement occurs, the Borrowers will hedge this interest rate risks according to their usual and current strategies and practices.

#### Currency risk

The Borrower Loan and the Notes funding such Borrower Loan may be denominated in different currencies.

In order to hedge the risk resulting from that currency mismatch, under the Hedging Letter, BPCE SFH has undertaken, and BPCE (acting in capacity as Administrative Agent and Management and Recovery Agent), has acknowledged and agreed, that if, on any proposed Utilisation Date, the relevant Borrower Loans and the corresponding Notes are denominated in different currencies, BPCE SFH shall enter into the necessary currency hedging transaction(s) with an Eligible Hedging Provider, on or before the issuance of the relevant Notes and granting of the relevant Borrower Loan (the "**Pre-Enforcement Currency Hedging Transaction(s)**"). BPCE SFH has undertaken in the Hedging Letter to use commercially reasonable efforts for that purpose, provided that if BPCE SFH does not find any such Eligible Hedging Provider agreeing to enter into such Pre-Enforcement Currency Hedging Transaction(s), the corresponding Notes shall not be issued and the relevant Borrower Loan shall not be made available by BPCE SFH to the relevant Borrower.

### *Hedging Strategy upon the occurrence of a Hedging Trigger Event or Group Event of Default*

There is no assurance that the Home Loans being part of the Collateral Security bear interest at the same conditions as those of the Notes and are denominated in the same currency as the Notes. Upon the occurrence of a Group Event of Default and the enforcement of the Collateral Security, Home Loans and related Homes Loans Security will be transferred to the Issuer.

In order to pre-empt and hedge the potential mismatch of the interest rates applicable to the Notes and to the Home Loans and the potential mismatch of currencies, under the Hedging Letter:

1. BPCE SFH has undertaken, and BPCE (acting in capacity as Administrative Agent and Management and Recovery Agent), has acknowledged and agreed, that BPCE SFH shall upon the occurrence of the earlier between (i) a Hedging Rating Trigger Event or (ii) a Group Event of Default enter into:
  - (a) one (1) or more hedging transaction(s) (the "**Note Issuer Hedging Transaction(s)**") with one (1) or more Eligible Hedging Provider(s) in order to hedge any currency and/or interest rate risk it will bear in respect of the relevant series of Notes (a "**Series**"); and

- (b) one (1) or more hedging transaction(s) (the "**Asset Issuer Hedging Transaction(s)**") and together with the Note Issuer Hedging Transaction, the "**Issuer Hedging Transaction(s)**") with Eligible Hedging Provider(s) in order to hedge any currency and/or interest rate risk it will bear in respect of the Collateral Security Assets;

*it being provided that* the Issuer Hedging Transaction(s) shall be entered into pursuant to one or more hedging agreement(s) (the "**Issuer Hedging Agreement(s)**") substantially in the approved form attached as annex to the Hedging Letter and in substance acceptable to the Rating Agencies, taking into account any existing Pre-Enforcement Currency Hedging Transaction(s).

2. BPCE SFH and BPCE have undertaken in the Hedging Letter that they shall enter into, upon the occurrence of a Hedging Rating Trigger Event and as long as no Group Event of Default occurs, one (1) or more hedging agreement(s) and related hedging transaction(s) substantially in the form to the Hedging Letter, and in substance acceptable to the Rating Agencies, in order to transfer to BPCE the economic substance of the Issuer Hedging Agreement(s) (respectively, the "**Borrower Hedging Agreement(s)**") and, together with the Issuer Hedging Agreement(s), the "**Hedging Agreement(s)**" and the "**Borrower Hedging Transaction(s)**" and, together with the Issuer Hedging Transaction(s), the "**Hedging Transaction(s)**"). Each Borrower Hedging Agreement shall provide that such Borrower Hedging Agreement shall terminate upon the occurrence of a Group Event of Default and (ii) that no settlement amount or other amount or cost shall be payable by either party thereto in such circumstance.
3. BPCE SFH and BPCE have acknowledged and agreed in the Hedging Letter that the Issuer Hedging Agreements shall hedge the amount of interest and, in the case of Series denominated in a currency other than Euro, principal payable by BPCE SFH under the relevant Series, in the relevant Specified Currency, and the amount corresponding to the interest and principal payable under the Collateral Security Assets, in each relevant currency, into fixed rate flows denominated in Euros, as necessary.

Taking into account the hedging management guidelines set forth in the Hedging Letter and described in paragraph 5 below:

- (i) only the Series bearing floating interest rates will be hedged under the Note Issuer Hedging Transactions, where the Issuer will pay a fixed rate flows (in compliance with the provisions of paragraph 7 below) to the eligible hedging counterparty and will receive the variable rate flows payables under the relevant Series;
- (j) only the floating interest rate part of the Collateral Security Assets will be hedged under the Asset Issuer Hedging Transactions, where the Issuer will pay the floating rate received on the relevant portion of the Collateral Security Assets to the eligible hedging counterparty and will receive a fixed rate flows (in compliance with the provisions of the Hedging Letter and described in paragraph 7 below).
4. The signatories to the Hedging Letter have acknowledged that upon the occurrence of a Hedging Trigger Event, failure (i) by BPCE SFH to find an Eligible Hedging Provider agreeing to enter into any Issuer Hedging Transaction within thirty (30) Business Days from the occurrence date of such Hedging Trigger Event or (ii) by BPCE to enter into any Borrower Hedging Transaction with the Issuer within thirty (30) Business Days from the occurrence date of such Hedging Trigger Event, in each case in the approved form set out in annex 1 thereto, shall constitute a Group Event of Default.
5. In accordance with the Credit Facility and Collateral Framework Agreement, BPCE, acting as agent (*mandataire*) of each Borrower and each Guarantor, shall comply with the hedging management guidelines described in this paragraph 5. Thus, BPCE, acting as agent (*mandataire*) of each Guarantor, will constitute, and make addition to and substitution in respect of, the Collateral Securities under the Credit Facility and Collateral Framework Agreement, on behalf of each Guarantor, so as to ensure that, on each Asset Cover Test Date so long as no Group Event of Default occurs:
- (a) the amount of interest to be received under the Collateral Security Assets shall exceed the amount of interest to be paid under the Notes, *it being provided*, for the avoidance of doubt, that the interest to be received or paid under the Hedging Transactions shall not be taken into account in the calculation of the amount of interest received under the Collateral Security Assets or paid under the Notes; and
- (b) the difference between the weighted average life of the Collateral Security Assets (calculated taking in account the constant prepayment rate (CPR) of the Collateral Security Assets) and the weighted average life of the outstanding Notes shall not exceed two (2) years.

Non-compliance with any of (a) or (b) above shall not constitute a breach of such hedging management guidelines and such breach of hedging management guidelines shall only occur if BPCE, acting as agent (mandataire) of each Borrower and each Guarantor, fails to cure the non-compliance with any of (a) or (b) above on the next following Asset Cover Test Date. Under the Hedging Letter, BPCE SFH and BPCE have acknowledged and, to the extent necessary, agreed that a breach of such hedging management guidelines which is not remedied on such next following Asset Cover Test Date is deemed to have a material adverse effect on the Collateral Security, within the meaning of the Credit Facility and Collateral Framework Agreement (where such expression defines a Group Event of Default).

6. BPCE hereby expressly agrees that it shall pay any costs and expenses incurred by BPCE SFH when negotiating and/or entering into any Hedging Agreement, including for the avoidance of doubt any premium (*soulte*) payable to any direct or indirect counterparty in connection with entry into a Hedging Agreement, based on the most recent fixed rates of the Collateral Security Assets, as determined and communicated on a quarterly basis by the Management and Recovery Agent to BPCE SFH (the "**Recent Hedging Fixed Rate**").
7. The financial conditions of these Issuer Hedging Agreement(s) shall be determined so that:
  - (a) any such fixed rate payable by BPCE SFH under a Note Issuer Hedging Transaction shall not be greater than the most Recent Hedging Fixed Rate calculated in respect of the relevant Series; and
  - (b) any fixed rate received by BPCE SFH from any direct or indirect counterparty under an Asset Issuer Hedging Transaction shall be not less than the Recent Hedging Fixed Rate calculated in respect of hedging the interest and principal payable under the Collateral Security Assets.

In circumstances where BPCE SFH is required to enter into Hedging Agreements with different counterparties, a separate Hedging Agreement shall be entered into in respect of each separate counterparty.

"**Eligible Hedging Provider**" means a financial institution which meets the following conditions:

- (i) such financial institution is permitted under any applicable and relevant law to enter into derivative contracts with French residents; and
- (ii) the rating of its unsecured, unsubordinated and unguaranteed debt obligations is at least a Hedging Required Rating, or (ii) the rating of the unsecured, unsubordinated and unguaranteed debt obligations of its guarantor under the relevant Hedging Agreement is at least a Hedging Required Rating and the terms of such guarantee provided by its guarantor has prior Rating Confirmation, or (iii) this financial institution has provided collateral for its obligations under the relevant Hedging Agreement and taken any remedial action as required by the Rating Agencies.

"**Hedging Trigger Event**" means the event in which the unsecured, unsubordinated and unguaranteed debt obligations of BPCE become rated below A2 (long-term) by Moody's or below A (long-term) by S&P.

"**Hedging Required Rating**" means, as regards any Eligible Hedging Provider or, as applicable, its guarantor under the relevant hedging agreement in relation to the hedging of currency risks, interest risks and other risks, that:

- (1) its long-term, unsecured and unsubordinated debt obligations are rated at least as high as "A2" by Moody's;  
and
- (2) its long-term, unsecured and unsubordinated debt obligations are rated no lower than the applicable S&P Subsequent Required Rating (as long as S&P Replacement Option 1 or S&P Replacement Option 2 applies) or the applicable S&P Initial Required Rating (as long as S&P Replacement Option 3 or S&P Replacement Option 4 applies);

***it being provided*** that if an Eligible Hedging Provider does not have the S&P Initial Required Rating at the time it enters into the relevant hedging agreement, such Eligible Hedging Provider will immediately provide collateral under the provisions of the relevant credit support annex (if such Eligible Hedging Provider elects for the S&P Replacement Option 1 or the S&P Replacement Option 2 at the time such transfer or novation occurs);

**Where:**

- "**S&P Initial Required Rating**" means:
  - o "A" (long-term) by S&P if S&P Replacement Option 1, S&P Replacement Option 2 or S&P Replacement Option 3 applies;

- o "A+" (long-term) by S&P if S&P Replacement Option 4 applies;
- **"S&P Subsequent Required Rating"** means:
  - o "BBB+" (long-term) by S&P if S&P Replacement Option 1 applies;
  - o "A-" (long-term) by S&P if S&P Replacement Option 2 applies;
- **"S&P Replacement Option 1"** means the counterparty replacement option 1, as described in the S&P rating criteria document entitled "Counterparty Risk Framework Methodology And Assumptions" dated 29 November 2012;
- **"S&P Replacement Option 2"** means the counterparty replacement option 2, as described in the S&P rating criteria document entitled "Counterparty Risk Framework Methodology And Assumptions" dated 29 November 2012;
- **"S&P Replacement Option 3"** means the counterparty replacement option 3, as described in the S&P rating criteria document entitled "Counterparty Risk Framework Methodology And Assumptions" dated 29 November 2012;
- **"S&P Replacement Option 4"** means the counterparty replacement option 4, as described in the S&P rating criteria document entitled "Counterparty Risk Framework Methodology And Assumptions" dated 29 November 2012.

The Hedging Letter is governed by French law.

## FORM OF FINAL TERMS 1

*(This form of Final Terms will only apply to the French law Notes with a denomination of at least €100,000. The form of final terms applicable to German law Notes is included in the Paying Agency Agreement.)*

Final Terms dated [●]



### BPCE SFH

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]  
under the €40,000,000,000 Euro Medium Term Note Programme  
for the issue of *obligations de financement de l'habitat* 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 Conditions set forth in the base prospectus dated 18 May 2017 which received visa No. 17-209 from the *Autorité des marchés financiers* (the "AMF") on 18 May 2017 [as supplemented by the supplement dated [●] which received visa No. [●] from the AMF on [●] ([together,] the "**Base Prospectus**") which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (as defined below).

This document constitutes the final terms (the "**Final Terms**") relating to the notes described herein (the "**Notes**") 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 Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus and these Final Terms are available for viewing on the websites of BPCE (www.bpce.fr) and of the AMF (www.amf-france.org) and during normal business hours at the registered office of the Issuer and at the specified office of the Paying Agent(s) where copies may be obtained. [In addition<sup>1</sup>, the Base Prospectus and these Final Terms are available for viewing [on/at] [●].]

"**Prospectus Directive**" means Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended, and includes any relevant implementing measure of such directive in each relevant Member State of the European Economic Area.

*The following alternative language applies if the first 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 conditions which are the [2011/2012/2013/2014/2015/2016] Conditions which are incorporated by reference in the base prospectus dated 18 May 2017 which received visa No. 17-209 from the *Autorité des marchés financiers* (the "AMF") on 18 May 2017 [as supplemented by the supplement dated [●] which received visa No. [●] from the AMF on [●]] ([together,] the "**Base Prospectus**") which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (as defined below).

This document constitutes the final terms (the "**Final Terms**") relating to the notes described herein (the "**Notes**") for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus, save in respect of section "Terms and Conditions of the French Law Notes" which is replaced by the [2011/2012/2013/2014/2015/2016] Conditions. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus, save in respect of section "Terms and Conditions of the French Law Notes" which is replaced by the [2011/2012/2013/2014/2015/2016] Conditions. The Base Prospectus and these Final Terms are available for viewing on the websites of BPCE (www.bpce.fr) and of the AMF (www.amf-france.org) and during normal business hours at the registered office of the Issuer and at the specified office of the Paying Agent(s) where copies may be obtained. [In addition<sup>2</sup>, the Base Prospectus and these Final Terms are available for viewing [on/at] [●].]

"**Prospectus Directive**" means Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended, and includes any relevant implementing measure of such directive in each relevant Member State of the European Economic Area.

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

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<sup>1</sup> If the Notes are listed and/or admitted to trading on a Regulated Market other than Euronext Paris.

<sup>2</sup> If the Notes are listed and/or admitted to trading on a Regulated Market other than Euronext Paris.

1. (i) **Series Number:** [●]  
(ii) **Tranche Number:** [●]  
[(iii) **Date on which Notes become fungible:** The Notes will, upon listing, be assimilated (*assimilées*) and form a single series and be interchangeable for trading purposes with the (*insert description of the relevant Series*) (the "**Existing Notes**") on [●]]
2. **Specified Currency:** [●]
3. **Aggregate Nominal Amount of Notes:**  
[(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 Denomination(s):** [●] (*one (1) denomination only for Dematerialised Notes*) (*Not less than €100,000 or its equivalent in any other currency at the Issue Date when the Notes are listed and/or admitted to trading on a Regulated Market in circumstances which require the publication of a prospectus under the Prospectus Directive*)  
(*The rules and proceedings of the relevant Regulated Market(s) and clearing system(s) shall be taken into account when choosing a Specified Denomination*)<sup>3</sup>
6. (i) **Issue Date:** [●]  
(ii) **Interest Commencement Date:** [[●] (*specify*) /Issue Date/Not Applicable]
7. **Final Maturity Date:** (*specify date or (for Floating Rate 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 Notes) Interest Payment Date falling in or nearest to the relevant month and year*) /Not Applicable]
9. **Interest Basis:** [[●] per cent. Fixed Rate]  
[[EURIBOR, EONIA, LIBOR, CMS or other] +/- [●] per cent. Floating Rate]

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<sup>3</sup> 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 year must have a minimum denomination of Sterling 100,000 (or its equivalent in other currencies).

- [Fixed/Floating Rate]  
 [Fixed/Fixed Rate]  
 [Floating/Floating Rate]  
 [Zero Coupon]  
 (*Further particulars specified below*)
- 10. Redemption/Payment Basis:** [Subject to any purchase and cancellation or early redemption, the 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 their Specified Denomination]  
 [Instalment]  
 (*Further particulars specified below*)
- 11. Change of Interest Basis:** [Applicable – Fixed/Floating Rate] / [Applicable – Fixed/Fixed Rate] / [Applicable – Floating/Floating Rate] / [Not Applicable]  
 [(*Further particulars specified below in "Fixed/Floating Rate Notes, Fixed/Fixed Rate Notes or Floating/Floating Rate Notes Provisions"*)]
- 12. Put/Call Options:** [Noteholder Put]  
 [Issuer Call]  
 (*Further particulars specified below*)  
 [Not Applicable]
- 13. Date of corporate authorisations for issuance of Notes obtained:**  
 Decisions of the *Conseil d'administration* (Board of Directors) of the Issuer (i) dated [●] authorising the issue of *obligations de financement de l'habitat* and other resources benefiting from the *privilège* referred to in Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*) up to €[●] for the period beginning on [●] and ending on [●] and (ii) dated [●] authorising the quarterly programme of borrowings benefiting from such *privilège* up to €[●] for the [●] quarter of [●].

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 14. Fixed Rate Notes Provisions:** [Applicable / Applicable [before/after/before and after] the Switch Date / Not Applicable]  
 (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)  
 (*If applicable before and after the Switch Date with different Rates of Interest consider the following sub-paragraphs only for the period before the Switch Date and replicate the following sub-paragraphs for the period after the Switch Date*)
- (i) Rate(s) of Interest: [●] per cent. *per annum* [payable [annually / semi-annually / quarterly / monthly / other (*specify*)] in arrear]
- (ii) Interest Payment Date(s): [●] [in each year] / [in each month], [from and including [●] up to and including the Final Maturity Date [or the Extended Final Maturity Date, as the case may be]] (*This may need to be amended in the case of long or short coupon*)

(iii)	Fixed Coupon Amount(s):	[Rate of Interest × Specified Denomination × Day Count Fraction (i.e. [●] per [[●] in] Specified Denomination) / [●] per [[●] in] Specified Denomination]
(iv)	Broken Amount(s):	[Not Applicable/ [●] ( <i>insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s)</i> )]
(v)	Day Count Fraction (Condition 5(a)):	[Actual/365 / Actual/365-FBF / Actual/Actual-ISDA / Actual/Actual-ICMA / Actual/Actual-FBF / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30/360-FBF / Actual 30A/360 (American Bond Basis) / 30E/360 / Eurobond Basis / 30E/360-FBF]
(vi)	Determination Dates:	[●] in each year  <i>(insert regular Interest Payment Dates, ignoring Issue Date or Final Maturity Date (or the 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))</i>
(vii)	Payment on non-Business Days:	[As per Conditions/Modified Following]
<b>15.</b>	<b>Floating Rate Notes Provisions:</b>	[Applicable / Applicable [before/after/before and after] the Switch Date / Not Applicable]  <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>  <i>(If applicable before and after the Switch Date with different Rates of Interest consider the following sub-paragraphs only for the period before the Switch Date and replicate the following sub-paragraphs for the period after the Switch Date)</i>
(i)	Interest Period(s):	[●]
(ii)	Specified Interest Payment Dates:	[●] ( <i>subject to adjustment in accordance with the Business Day Convention set out in (v) below</i> )
(iii)	First Specified Interest Payment Date:	[●]
(iv)	Interest Period Date:	[Specified Interest Payment Date / [●] ( <i>specify</i> )]
(v)	Business Day Convention:	[Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]  <i>(Insert "unadjusted" if the application of the relevant business day convention is not intended to affect the Interest Amount)</i>
(vi)	Business Centre(s) (Condition 5(a)):	[●]
(vii)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination/FBF Determination]
(viii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Note Calculation Agent):	[[●] ( <i>specify</i> )/Not Applicable]
(ix)	Screen Rate Determination:(Condition 5(c)(iii)(C))	[Applicable/Not Applicable]

- Relevant Rate: [●] (*specify Benchmark [EURIBOR, EONIA, LIBOR, CMS, TEC 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*)
- Interest Determination Date(s): [[●] [TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]]
- Relevant Screen Page : [Specify relevant screen page or "Reference Banks"]
- Relevant Screen Page Time<sup>4</sup>: [●]
- (x) FBF Determination (Condition 5(c)(iii)(B)): [Applicable/Not Applicable]
- Floating Rate (*Taux Variable*): [●] (*specify Benchmark [EURIBOR, EONIA, LIBOR, CMS 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*)
- Floating Rate Determination Date (*Date de Détermination du Taux Variable*): [●]
- (xi) ISDA Determination (Condition 5(c)(iii)(A)): [Applicable/Not Applicable]
- Floating Rate Option (*Taux Variable*): [●] (*specify Benchmark [EURIBOR, EONIA, LIBOR, CMS 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*)
- Designated Maturity: [●]
- Reset Date: [●]
- (xii) Margin(s): [+/-] [●] per cent. *per annum*
- (xiii) Rate Multiplier: [Not Applicable/[●]]
- (xiv) Minimum Rate of Interest: [Not Applicable/[●] per cent. *per annum*]
- (xv) Maximum Rate of Interest: [Not Applicable/[●] per cent. *per annum*]

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<sup>4</sup> Only applicable if other than LIBOR or EURIBOR

- (xvi) Day Count Fraction (Condition 5(a)): [Actual/365 / Actual/365-FBF / Actual/Actual-ISDA / Actual/Actual-ICMA / Actual/Actual-FBF / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30/360-FBF / Actual 30A/360 (American Bond Basis) / 30E/360 / Eurobond Basis / 30E/360-FBF]
- 16. Fixed/Floating Rate Notes, Fixed/Fixed Rate Notes or Floating/Floating Rate Notes Provisions:** [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 preceding the Switch Date (excluded): Determined in accordance with [Condition 5(b), as though the Note was a Fixed Rate Note]/ [Condition 5(c), as though the Note was a Floating Rate Note] with further variables set out in item [●] of these Final Terms
- (iv) Rate of Interest applicable to the Interest Periods following the Switch Date (included): Determined in accordance with [Condition 5(b), as though the Note was a Fixed Rate Note]/ [Condition 5(c), as though the Note was a Floating Rate Note] with further variables set out in item [●] of these Final Terms
- (v) Switch Date: [●]
- (vi) Minimum notice period required for notice from the Issuer: [[●] Business Days prior to the Switch Date] / [(for Automatic Change of Interest :)] [Not Applicable]
- 17. Zero Coupon Notes Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Amortisation Yield: [●] per cent. *per annum*
- (ii) Day Count Fraction (Condition 5(a)): [Actual/365 / Actual/365-FBF / Actual/Actual-ISDA / Actual/Actual-ICMA / Actual/Actual-FBF / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30/360-FBF / Actual 30A/360 (American Bond Basis) / 30E/360 / Eurobond Basis / 30E/360-FBF]

## PROVISIONS RELATING TO REDEMPTION

- 18. Call Option:** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note: [●] per [[●] in] Specified Denomination
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: [●]
- (b) Maximum Redemption Amount: [●]

- (iv) Option Exercise Date(s): [●]
- (v) Notice period (if other than as set out in the Terms and Conditions): [Not Applicable / Other (*specify*)]  
*(If setting notice periods which are different to those provided for in the terms and conditions, consider the practicalities of distribution of information throughout intermediaries, for instance clearing systems, as well as any other notice requirements which may apply, for example as between the Issuer and the Fiscal Agent.)*
- 19. Put Option:** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note: [●] per [[●] in] Specified Denomination
- (iii) Option Exercise Date(s): [●]
- (iv) Notice period (if other than as set out in the Terms and Conditions): [Not Applicable / Other (*specify*)]  
*(If setting notice periods which are different to those provided for in the terms and conditions, consider the practicalities of distribution of information throughout intermediaries, for instance clearing systems, as well as any other notice requirements which may apply, for example as between the Issuer and the Fiscal Agent.)*
- 20. Final Redemption Amount of each Note:** [●] per [[●] in] Specified Denomination
- 21. Redemption by Instalment:** [Applicable/Not Applicable]  
*(If not applicable, delete the following subparagraphs)*
- (i) Instalment Date(s): [●]
- (ii) Instalment Amount(s) in respect of each Note: [●] per [[●] in] Specified Denomination
- (iii) Minimum Instalment Amount: [[●]/Not Applicable]
- (iv) Maximum Instalment Amount: [[●]/Not Applicable]
- 22. Early Redemption Amount:**  
 Early Redemption Amount(s) of each Note payable on early redemption as set out in the Terms and Conditions: [●] per [[●] in] Specified Denomination
- 23. Purchases (Condition 6(h)):** The Notes purchased [may be held and resold / shall be cancelled] as set out in the Terms and Conditions

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 24. Governing law:** French law
- 25. Form of Notes:** [Dematerialised Notes/Materialised Notes] (Materialised Notes are only in bearer form)  
*(Delete as appropriate)*

- (i) Form of Dematerialised Notes: [Not Applicable / Applicable (if applicable specify whether bearer form (au porteur) / registered form (au nominatif)]
- (ii) Registration Agent: [Not Applicable/ Applicable (if applicable give name and address) (Note that a Registration Agent must be appointed in relation to fully registered Dematerialised Notes only)]
- (iii) Temporary Global Certificate: [Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Notes on [●] (the "Exchange Date"), being forty (40) calendar 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 7(g):** [Not Applicable/Give details. Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which items 14(ii) and 15(ii) relate]
- 27. Talons for future Coupons or Receipts to be attached to Definitive Materialised Notes (and dates on which such Talons mature):** [Yes/No/Not Applicable. If yes, give details] (Only applicable to Materialised Notes)
- 28. Masse:** [Full Masse]/[Contractual Masse] shall apply (Note that (i) in respect of any Tranche of Notes issued outside France, Condition 10(b) (Contractual Masse) may be elected by the Issuer, and (ii) in respect of any Tranche of Notes issued inside France, Condition 10(a) (Full Masse) shall apply).  
(If relevant, insert details of Representative and alternative Representative and remuneration, if any).

## RESPONSIBILITY

I accept responsibility for the information contained in these Final Terms.

[(Relevant third party information)] has been extracted from (specify source). I confirm 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.]<sup>5</sup>

Signed on behalf of BPCE SFH:

By:

Duly authorised

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<sup>5</sup> Include if third party information is provided.

## PART B - OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- (i) Listing(s): [Euronext Paris/other (*specify*)/None]
- (ii) (a) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris/*specify other relevant Regulated Market*] with effect from [●].][Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris/*specify other relevant Regulated Market*]] with effect from [●]. / Not Applicable]
- (b) Regulated Markets or equivalent markets on which, to the knowledge of the Issuer, securities of the same class of the 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 the Existing Notes are already admitted to trading.*)
- (iii) Estimate of total expenses related to admission to trading: [●] (including the AMF fees)

### 2. RATINGS

- Ratings: [Not Applicable/The Notes [have been/are expected to be] rated]:
- S&P: [●];
- Moody's: [●];
- [Other]: [●]
- [[●] / [Each of the above agencies] is established in the European Union and registered under Regulation (EC) 1060/2009 of the European Parliament and the Council of 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 website of the European Securities and Markets Authority ([www.esma.europa.eu](http://www.esma.europa.eu)) in accordance with the CRA Regulation]

### 3. [NOTIFICATION]

The AMF, which is the competent authority in France 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*] 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.]

### 4. [OTHER ADVISORS]

*If advisors are mentioned in these Final Terms, specify the capacity in which the advisors have acted.*]

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

*Need to include a description of any interest, including conflicting ones, that is material to the issue/offer of the Notes, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement: "Save as discussed in "Subscription and Sale" and "Risk factors –*

*Risks related to the Issuer - Certain conflicts of interest", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the issue/offer".]*

## 6. [FIXED RATE NOTES ONLY - YIELD

Indication of yield: [●] per cent. *per annum*

## 7. OPERATIONAL INFORMATION

ISIN Code: [●]

Common Code: [●]

Depositaries:

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

(b) Common Depository for Euroclear Bank and Clearstream Banking, S.A.: [Yes/No]

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, S.A. and the relevant identification number(s): [Not Applicable/give name(s) and number(s) and address(es)]

Delivery: Delivery [against/free of] payment

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

Name and address of the Note Calculation Agent designated in respect of the Notes (if any): [●]

## 8. DISTRIBUTION

**Method of distribution:** [Syndicated/Non-Syndicated]

(i) **If syndicated, names of Managers:** [Not Applicable/give names]

(iii) **Stabilising Manager(s) (if any):** [Not Applicable/give name]

**If non-syndicated, name of Dealer:** [Not Applicable/give name]

**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 rules not Applicable] (TEFRA rules are not applicable to Dematerialised Notes)

## FORM OF FINAL TERMS 2

*(This form of Final Terms will only apply to the French law Notes with a denomination of less than €100,000.  
The form of final terms applicable to German law Notes is included in the Paying Agency Agreement.)*

Final Terms dated [●]



### BPCE SFH

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]  
under the €40,000,000,000 Euro Medium Term Note Programme  
for the issue of *obligations de financement de l'habitat* and other privileged notes**

Series No.: [●]

Tranche No.: [●]

Issue Price: [●] per cent.

[Name(s) of Dealer(s)]

*[The following language applies only where a Non-exempt Offer is contemplated.]*

[Any person making or intending to make an offer of the Notes may only do so:

- (i) in circumstances in which the Issuer or any Dealer does not have to publish a prospectus pursuant to Article 3 of the Prospectus Directive (as defined below) or a supplement to a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or
- (ii) in those Public Offer Jurisdictions (as mentioned in Part B – paragraph 10), provided that such person is an Authorised Offeror (as mentioned in Part B – paragraph 10) and that such offer is made during the Offer Period (as mentioned in Part B – paragraph 10).

Regarding any subsequent resale or final placing of the Notes as specified in paragraph (ii) above, the Issuer consents to the use of the Base Prospectus (as defined below), as completed by these Final Terms (as defined below) (together the "**Prospectus**") and assumes responsibility thereto. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.]

## PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the base prospectus dated 18 May 2017 which received visa No. 17-209 from the *Autorité des marchés financiers* (the "AMF") on 18 May 2017 [as supplemented by the supplement dated [●] which received visa No. [●] from the AMF on [●] ([together,] the "**Base Prospectus**") which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (as defined below).

This document constitutes the final terms (the "**Final Terms**") relating to the notes described herein (the "**Notes**") 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 Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus and these Final Terms are available for viewing on the websites of BPCE (www.bpce.fr) and of the AMF (www.amf-france.org) and during normal business hours at the registered office of the Issuer and at the specified office of the Paying Agent(s) where copies may be obtained. [In addition<sup>6</sup>, the Base Prospectus and these Final Terms are available for viewing [on/at] [●].]

"**Prospectus Directive**" means Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended, and includes any relevant implementing measure of such directive in each relevant Member State of the European Economic Area.

*The following alternative language applies if the first 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 conditions which are the [2011/2012/2013/2014/2015/2016] Conditions which are incorporated by reference in the base prospectus dated 18 May 2017 which received visa No. 17-209 from the *Autorité des marchés financiers* (the "AMF") on 18 May 2017 [as supplemented by the supplement dated [●] which received visa No. [●] from the AMF on [●]] ([together,] the "**Base Prospectus**") which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (as defined below).

This document constitutes the final terms (the "**Final Terms**") relating to the notes described herein (the "**Notes**") for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus, save in respect of section "Terms and Conditions of the French Law Notes" which is replaced by the [2011/2012/2013/2014/2015/2016] Conditions. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus, save in respect of section "Terms and Conditions of the French Law Notes" which is replaced by the [2011/2012/2013/2014/2015/2016] Conditions. The Base Prospectus and these Final Terms are available for viewing on the websites of BPCE (www.bpce.fr) and of the AMF (www.amf-france.org) and during normal business hours at the registered office of the Issuer and at the specified office of the Paying Agent(s) where copies may be obtained. [In addition<sup>7</sup>, the Base Prospectus and these Final Terms are available for viewing [on/at] [●].]

"**Prospectus Directive**" means Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended, and includes any relevant implementing measure of such directive in each relevant Member State of the European Economic Area.

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

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<sup>6</sup> If the Notes are listed and/or admitted to trading on a Regulated Market other than Euronext Paris.

<sup>7</sup> If the Notes are listed and/or admitted to trading on a Regulated Market other than Euronext Paris.

1. (i) **Series Number:** [●]  
(ii) **Tranche Number:** [●]  
[(iii) **Date on which Notes become fungible:** The Notes will, upon listing, be assimilated (*assimilées*) and form a single series and be interchangeable for trading purposes with the (*insert description of the relevant Series*) (the "**Existing Notes**") on [●]]
2. **Specified Currency:** [●]
3. **Aggregate Nominal Amount of Notes:** [●] (*Insert manner in, and date on which, such amount 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 Denomination(s):** [●] (*one (1) denomination only for Dematerialised Notes*)  
(*The rules and proceedings of the relevant Regulated Market(s) and clearing system(s) shall be taken into account when choosing a Specified Denomination*)<sup>8</sup>
6. (i) **Issue Date:** [●]  
(ii) **Interest Commencement Date:** [[●] (*specify*) /Issue Date/Not Applicable]
7. **Final Maturity Date:** (*specify date or (for Floating Rate 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 Notes) Interest Payment Date falling on or nearest to the relevant month and year*) /Not Applicable]
9. **Interest Basis:** [[●] per cent. Fixed Rate]  
[[EURIBOR, EONIA, LIBOR, CMS or other] +/- [●] per cent. Floating Rate]  
[Fixed/Floating Rate]  
[Fixed/Fixed Rate]  
[Floating/Floating Rate]  
[Zero Coupon]

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<sup>8</sup> 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 year must have a minimum denomination of Sterling 100,000 (or its equivalent in other currencies).

- (Further particulars specified below)*
- 10. Redemption/Payment Basis:** [Subject to any purchase and cancellation or early redemption, the 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 their Specified Denomination]  
[Instalment]  
*(Further particulars specified below)*
- 11. Change of Interest Basis:** [Applicable – Fixed/Floating Rate] / [Applicable – Fixed/Fixed Rate] / [Applicable – Floating/Floating Rate] / [Not Applicable]  
*[(Further particulars specified below in "Fixed/Floating Rate Notes, Fixed/Fixed Rate Notes or Floating/Floating Rate Notes Provisions")]*
- 12. Put/Call Options:** [Noteholder Put]  
[Issuer Call]  
*(Further particulars specified below)*  
[Not Applicable]
- 13. Date of corporate authorisations for issuance of Notes obtained:** Decisions of the *Conseil d'administration* (Board of Directors) of the Issuer (i) dated [●] authorising the issue of *obligations de financement de l'habitat* and other resources benefiting from the *privilège* referred to in Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*) up to €[●] for the period beginning on [●] and ending on [●] and (ii) dated [●] authorising the quarterly programme of borrowings benefiting from such *privilège* up to €[●] for the [●] quarter of [●].

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 14. Fixed Rate Notes Provisions:** [Applicable / Applicable [before/after/before and after] the Switch Date / Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*  
*(If applicable before and after the Switch Date with different Rates of Interest consider the following sub-paragraphs only for the period before the Switch Date and replicate the following sub-paragraphs for the period after the Switch Date)*
- (i) Rate(s) of Interest: [●] per cent. *per annum* [payable [annually / semi-annually / quarterly / monthly / other (*specify*)] in arrear]
- (ii) Interest Payment Date(s): [●] [in each year] / [in each month], [from and including [●] up to and including the Final Maturity Date [or the Extended Final Maturity Date, as the case may be]]  
*(This may need to be amended in the case of long or short coupon)*
- (iii) Fixed Coupon Amount(s): [Rate of Interest × Specified Denomination × Day

- Count Fraction (i.e. [●] per [[●] in] Specified Denomination) / [●] per [[●] in] Specified Denomination]
- (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 (Condition 5(a)): [Actual/365 / Actual/365-FBF / Actual/Actual-ISDA / Actual/Actual-ICMA / Actual/Actual-FBF / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30/360-FBF / Actual 30A/360 (American Bond Basis) / 30E/360 / Eurobond Basis / 30E/360-FBF]
- (vi) Determination Dates: [●] in each year  
*(insert regular Interest Payment Dates, ignoring Issue Date or Final Maturity Date (or the 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))*
- (vii) Payment on non-Business Days: [As per Conditions/Modified Following]
- 15. Floating Rate Notes Provisions:** [Applicable / Applicable [before/after/before and after] the Switch Date / Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*  
*(If applicable before and after the Switch Date with different Rates of Interest consider the following sub-paragraphs only for the period before the Switch Date and replicate the following sub-paragraphs for the period after 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 (v) below*)
- (iii) First Specified Interest Payment Date: [●]
- (iv) Interest Period Date: [Specified Interest Payment Date / [●] (*specify*)]
- (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) (Condition 5(a)): [●]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/FBF Determination]
- (viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Note Calculation Agent): [[●] (*specify*)/Not Applicable]

(ix)	Screen Determination:(Condition 5(c)(iii)(C))	Rate
	- Relevant Rate:	[Applicable/Not Applicable] [●] (specify Benchmark [EURIBOR, EONIA, LIBOR, CMS, TEC 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)
	- Interest Determination Date(s):	[[●] [TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]]
	- Relevant Screen Page :	[Specify relevant screen page or "Reference Banks"]
	- Relevant Screen Page Time <sup>9</sup> :	[●]
(x)	FBF Determination (Condition 5(c)(iii)(B)):	Rate
	- Floating Rate ( <i>Taux Variable</i> ):	[Applicable/Not Applicable] [●] (specify Benchmark [EURIBOR, EONIA, LIBOR, CMS 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)
	- Floating Rate Determination Date ( <i>Date de Détermination du Taux Variable</i> ):	[●]
(xi)	ISDA Determination (Condition 5(c)(iii)(A)):	Rate
	- Floating Rate Option ( <i>Taux Variable</i> ):	[Applicable/Not Applicable] [●] (specify Benchmark [EURIBOR, EONIA, LIBOR, CMS 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)
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(xii)	Margin(s):	[+/-] [●] per cent. <i>per annum</i>
(xiii)	Rate Multiplier:	[Not Applicable/[●]]

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<sup>9</sup> Only applicable if other than LIBOR or EURIBOR

- (xiv) Minimum Rate of Interest: [Not Applicable/[●] per cent. *per annum*]
- (xv) Maximum Rate of Interest: [Not Applicable/[●] per cent. *per annum*]
- (xvi) Day Count Fraction (Condition 5(a)): [Actual/365 / Actual/365-FBF / Actual/Actual-ISDA / Actual/Actual-ICMA / Actual/Actual-FBF / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30/360-FBF / Actual 30A/360 (American Bond Basis) / 30E/360 / Eurobond Basis / 30E/360-FBF]

**16. Fixed/Floating Rate Notes, Fixed/Fixed Rate Notes or Floating/Floating Rate Notes Provisions:** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (i) Issuer Change of Interest Basis: [Applicable/Not Applicable]
- (ii) Automatic Change of Interest Basis: [Applicable/Not Applicable]
- (iii) Rate of Interest applicable to the Interest Periods preceding the Switch Date (excluded): Determined in accordance with [Condition 5(b), as though the Note was a Fixed Rate Note] / [Condition 5(c), as though the Note was a Floating Rate Note] with further variables set out in item [●] of these Final Terms
- (iv) Rate of Interest applicable to the Interest Periods following the Switch Date (included): Determined in accordance with [Condition 5(b), as though the Note was a Fixed Rate Note] / [Condition 5(c), as though the Note was a Floating Rate Note] with further variables set out in item [●] of these Final Terms
- (v) Switch Date: [●]
- (vi) Minimum notice period required for notice from the Issuer: [[●] Business Days prior to the Switch Date] / [(for Automatic Change of Interest :)] [Not Applicable]

**17. Zero Coupon Notes Provisions:** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (i) Amortisation Yield: [●] per cent. *per annum*
- (ii) Day Count Fraction (Condition 5(a)): [Actual/365 / Actual/365-FBF / Actual/Actual-ISDA / Actual/Actual-ICMA / Actual/Actual-FBF / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30/360-FBF / Actual 30A/360 (American Bond Basis) / 30E/360 / Eurobond Basis / 30E/360-FBF]

**PROVISIONS RELATING TO REDEMPTION**

**18. Call Option:** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (i) Optional Redemption Date(s): [●]

- (ii) Optional Redemption Amount(s) of each Note: [●] per [[●] in] Specified Denomination
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: [●]
- (b) Maximum Redemption Amount: [●]
- (iv) Option Exercise Date(s): [●]
- (v) Notice period (if other than as set out in the Terms and Conditions): [Not Applicable / Other (*specify*)]  
*(If setting notice periods which are different to those provided for in the terms and conditions, consider the practicalities of distribution of information throughout intermediaries, for instance clearing systems, as well as any other notice requirements which may apply, for example as between the Issuer and the Fiscal Agent.)*
- 19. Put Option:** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note: [●] per [[●] in] Specified Denomination
- (iii) Option Exercise Date(s): [●]
- (iv) Notice period (if other than as set out in the Terms and Conditions): [Not Applicable / Other (*specify*)]  
*(If setting notice periods which are different to those provided for in the terms and conditions, consider the practicalities of distribution of information throughout intermediaries, for instance clearing systems, as well as any other notice requirements which may apply, for example as between the Issuer and the Fiscal Agent.)*
- 20. Final Redemption Amount of each Note:** [●] per [[●] in] Specified Denomination
- 21. Redemption by Instalment:** [Applicable/Not Applicable]  
*(If not applicable, delete the following sub-paragraphs)*
- (i) Instalment Date(s): [●]
- (ii) Instalment Amount(s) in respect of each Note: [●] per [[●] in] Specified Denomination
- (iii) Minimum Instalment Amount: [[●]/Not Applicable]
- (iv) Maximum Instalment Amount: [[●]/Not Applicable]
- 22. Early Redemption Amount:**  
 Early Redemption Amount(s) of each Note payable on early redemption as set out in the Terms and Conditions: [●] per [[●] in] Specified Denomination
- 23. Purchases (Condition 6(h)):** The Notes purchased [may be held and resold / shall be cancelled] as set out in the Terms and Conditions

## GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. **Governing law:** French law
25. **Form of Notes:** [Dematerialised Notes/Materialised Notes]  
(Materialised Notes are only in bearer form)  
*(Delete as appropriate)*
- (i) **Form of Dematerialised Notes:** [Not Applicable / Applicable (if applicable specify whether bearer form (au porteur) / registered form (au nominatif)]
- (ii) **Registration Agent:** [Not Applicable/ Applicable (if applicable give name and address) (Note that a Registration Agent must be appointed in relation to fully registered Dematerialised Notes only)]
- (iii) **Temporary Global Certificate:** [Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Notes on [●] (the "**Exchange Date**"), being forty (40) calendar 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 7(g):** [Not Applicable/Give details. Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which items 14(ii), and 15(ii) relate]
27. **Talons for future Coupons or Receipts to be attached to Definitive Materialised Notes (and dates on which such Talons mature):** [Yes/No/Not Applicable. If yes, give details] (Only applicable to Materialised Notes)
28. **Masse:** [Full Masse]/[Contractual Masse] shall apply (Note that (i) in respect of any Tranche of Notes issued outside France, Condition 10(b) (Contractual Masse) may be elected by the Issuer, and (ii) in respect of any Tranche of Notes issued inside France, Condition 10(a) (Full Masse) shall apply).  
*(If relevant, insert details of Representative and alternative Representative and remuneration, if any).*

## RESPONSIBILITY

I accept responsibility for the information contained in these Final Terms.

[(Relevant third party information)] has been extracted from (specify source). I confirm 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.]<sup>10</sup>

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<sup>10</sup> Include if third party information is provided.

Signed on behalf of BPCE SFH:

By:

Duly authorised

## PART B - OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- (i) Listing(s): [Euronext Paris/other (*specify*)/None]
- (ii) (a) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris/*specify other relevant Regulated Market*] with effect from [●].][Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris/*specify other relevant Regulated Market*]] with effect from [●]/Not Applicable]
- (b) Regulated Markets or equivalent markets on which, to the knowledge of the Issuer, securities of the same class of the 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 the Existing Notes are already admitted to trading.*)
- (iii) Estimate of total expenses related to admission to trading: [●] (including the AMF fees)

### 2. RATINGS

- Ratings: [Not Applicable/The Notes [have been/are expected to be] rated]:
- S&P: [●];
- Moody's: [●];
- [Other]: [●]
- [[●] / [Each of the above agencies] is established in the European Union and registered under Regulation (EC) 1060/2009 of the European Parliament and the Council of 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 website of the European Securities and Markets Authority ([www.esma.europa.eu](http://www.esma.europa.eu)) in accordance with the CRA Regulation]

### 3. [NOTIFICATION

The AMF, which is the competent authority in France 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*] 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.]

### 4. [OTHER ADVISORS

*If advisors are mentioned in these Final Terms, specify the capacity in which the advisors have acted.*]

### 5. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

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

*inclusion of the following statement: "Save as discussed in "Subscription and Sale" and "Risk factors – Risks related to the Issuer - Certain conflicts of interest", so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the issue/offer".]*

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

(i) Reasons for the offer: [The net proceeds will be used to fund Borrower Loans under the Credit Facility to be made available by the Issuer to the Borrowers and, as the case may be, BPCE] / [●]

(ii) Estimated net proceeds: [●]  
*(Insert 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.)*

(iii) Estimated total expenses: [●]  
*(Insert manner in, and date on which, such amount to be made public)*

## 7. [FIXED RATE NOTES ONLY - YIELD

Indication of yield: [●] per cent. *per annum*  
[Yield gap of [●] per cent. in relation to tax free French government bonds (*obligations assimilables du Trésor* (OAT)) of an equivalent duration.]]

## 8. [FLOATING RATE NOTES ONLY – HISTORIC INTEREST RATES

Details of historic [EURIBOR/EONIA/LIBOR/CMS/other] rates can be obtained from [Thomson Reuters].]

## 9. OPERATIONAL INFORMATION

ISIN Code: [●]

Common Code: [●]

Depositories:

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

(d) Common Depository for Euroclear Bank and Clearstream Banking, S.A.: [Yes/No]

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, S.A. and the relevant identification number(s): [Not Applicable/give name(s) and number(s) and address(es)]

Delivery: Delivery [against/free of] payment

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

Name and address of the Note Calculation Agent designated in respect of the Notes (if any): [●]

## 10. DISTRIBUTION AND UNDERWRITING

- (i) Method of distribution: [Syndicated/Not syndicated]
- (ii) If syndicated
- (a) Names and addresses of the Coordinator(s) of the global offer: [•]
- (b) Names, addresses and quotas of the Managers: [•] / (give names, eventually, 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 covered)]
- (c) Date of the Subscription Agreement: [Not Applicable/give the date]
- (d) Stabilising Manager(s) (if any): [Not Applicable/give name]
- (iii) If non-syndicated, name and address of relevant Dealer: [Not Applicable/give name]
- (iv) Total commission and concession: [•] of the Aggregate Nominal Amount
- (v) U.S. selling restrictions: [Reg. S Compliance Category 1; TEFRA C/ TEFRA D/ TEFRA rules not Applicable] (TEFRA rules are not applicable to Dematerialised Notes)

## 11. TERMS AND CONDITIONS OF THE OFFER

- Non-exempt Offer: [Not Applicable/An offer of the Notes may be made by the Managers [and (specify the name of any financial intermediary)] other than pursuant to Article 3(2) of the Prospectus Directive in [(specify relevant Member State(s) – which must be France and/or a Member State to which the AMF 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) (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/(Name(s) and address(es) of the financial intermediary(ies) authorised by the Issuer to act as Authorised Offeror)/Any financial intermediary which satisfies the conditions set out in the paragraph below]
- Conditions attached to the consent of the

Issuer to use the Base Prospectus:	[Not Applicable/(Where the Issuer has given a general consent to any financial intermediary to use the Base Prospectus, indicate "See conditions set out in the Base Prospectus" and/or specify any additional conditions to or any condition replacing those set out in the Base Prospectus. Where an Authorised Offeror has been designated herein, specify any condition that such Authorised Offeror has to comply with)]
Expected price at which Notes will be offered or method of determining the price and method for its disclosure:	[•]
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 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:	[•]
Category of potential investors to whom the Notes are offered and if 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:	[•]

**[ANNEX – FORM OF ISSUE SPECIFIC SUMMARY]<sup>11</sup>**

*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".*

*This summary is provided for the purposes of the issue by the Issuer of French law Notes with a denomination of less than €100,000 (or its equivalent in any other currency at the time of issue). Investors in 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 issue specific summary relating to this type of Notes will be annexed to the relevant Final Terms.*

<b>Section A - Introduction and warning</b>		
A.1	Warning	<p>This summary relates to [insert description of Notes] (the "Notes") described in the final terms (the "Final Terms") to which this summary is annexed, issued under the €40,000,000,000 Euro Medium Term Note Programme (the "Programme") of BPCE SFH (the "Issuer"). This summary contains that information from the summary set out in the base prospectus dated 18 May 2017 which received <i>visa</i> No. 17-209 on 18 May 2017 from the <i>Autorité des marchés financiers</i> (the "AMF") [and the supplement[s] to the base prospectus dated [●] which received <i>visa</i> No.[●] from the AMF] ([together,] the "Base Prospectus"), which is relevant to the Notes together with the relevant information from the Final Terms.</p> <p>Any decision to invest in the Notes should be based on a thorough review by any investor of the Base Prospectus, any supplement related thereto, including all documents incorporated by reference therein and, as the case may be, the relevant Final Terms (together the "Prospectus").</p> <p>Where a claim relating to information contained or incorporated by reference in the Prospectus is brought before a court of the European Economic Area (the "EEA"), the plaintiff may, under the national legislation of the member State (a "Member State") where the case is brought, be required to bear the costs of translating the Prospectus before the legal proceedings are initiated.</p> <p>No civil liabilities attaches to those persons who have tabled the summary, including any translation thereof, except if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus (including all documents incorporated by reference therein) or if it does not provide, when read together with the other parts of the Prospectus (including all documents incorporated by reference therein), key information (as defined in Article 2.1(s) of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003, as amended, including any relevant implementing measure of such directive in each relevant Member State of the EEA (the</p>

<sup>11</sup> Only applicable to Notes with a denomination of less than €100,000.

Section A - Introduction and warning		
		"Prospectus Directive") in order to aid investors when considering whether to invest in the Notes.
A.2	Consent by the Issuer for the use of the Prospectus	<p>[Not applicable. There will be no non-exempt offer in respect of the Notes.]/</p> <p>[In the context of a non-exempt offer of Notes (the "<b>Non-exempt Offer</b>"), the Issuer accepts responsibility for the content of the Prospectus and consents to the use of the Prospectus in [●] (the "<b>Public Offer Jurisdictions</b>"), during the period from [●] to [●] (the "<b>Offer Period</b>") in relation to any person (an "<b>Investor</b>") to whom the Non-exempt Offer of Notes is made by: [any financial intermediary which is authorised to make the Non-exempt Offer under Markets in Financial Instruments Directive 2004/39/EC dated 21 April 2004, as amended, and which satisfies the following conditions: [●] / [●] (<i>give names and addresses of any authorised financial intermediary</i>)] (an "<b>Authorised Offeror</b>").</p> <p>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.</p> <p><b>An Investor intending to acquire or acquiring any Notes from an Authorised Offeror will do so, and offers and sales of the Notes to an Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocation, settlement arrangements and any expenses or taxes charged 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 BPCE and Natixis (together, the "Dealers")) in connection with the offer or sale of the Notes and, accordingly, the Prospectus will not contain such information. The Terms and Conditions of the Non-exempt Offer shall be published by that Authorised Offeror on its website at the relevant time. None of the Issuer, any of the Dealers or other Authorised Offerors has any responsibility or liability for such information or the consequences of the use of such information by the relevant Investors.</b></p>

Section B - Issuer		
B.1	Legal and commercial name of the Issuer	BPCE SFH.
B.2	Domicile and legal form of the Issuer, legislation under which the Issuer operates and its country of incorporation	<p>The Issuer was incorporated on 26 December 2007, initially incorporated under the name GCE ODE 007 and now registered under the name BPCE SFH, as a French <i>société anonyme à conseil d'administration</i>.</p> <p>The Issuer is governed by:</p> <ul style="list-style-type: none"> <li>(i) the French Commercial Code (<i>Code de commerce</i>); and</li> <li>(j) the French Monetary and Financial Code (<i>Code monétaire et financier</i>).</li> </ul> <p>The Issuer's registered office and principal place of business is located at 50 avenue Pierre Mendès France, 75013 Paris.</p>

<b>Section B - Issuer</b>		
B.4b	Description of any known trends affecting the Issuer and the industries in which it operates	<p>BPCE SFH, as issuer of <i>obligations de financement de l'habitat</i>, operates on the covered bond market. This market has shown strong resilience during the last crises. In 2016, primary volumes of Euro covered bonds were well below that of 2015. In addition, there is uncertainty in 2017 regarding the European Central Bank's purchase programme (CBPP3) duration which helped in the past the raising of the overall volume of Euro covered bonds.</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>
B.5	Description of the Issuer's group and the Issuer's position within the group	The Issuer is a member of the BPCE group. BPCE was created by French law No. 2009-715 dated 18 June 2009, as a central body ( <i>organe central</i> ) of BPCE group, which was found through the combination of the two French mutual banking groups that are Groupe Caisse d'Epargne and Groupe Banque Populaire. On the date of these Final Terms, ninety-nine per cent. (99.99%) of the Issuer's share capital is held by BPCE.
B.9	Figure of profit forecast or estimate (if any)	Not applicable. The Issuer does not provide any figure of profit forecast or estimate.
B.10	Description of the nature of any qualifications in the audit report on the historical financial information	The statutory auditors' reports related to the financial statements of the Issuer for the fiscal year ended respectively 31 December 2016 and 31 December 2015 do not contain any qualifications.

**Section B - Issuer**

B.12	Selected financial information	<p>The following tables show the key figures related to the income statement and balance sheet of the Issuer as at 31 December 2016 and 31 December 2015:</p> <table border="1" data-bbox="596 376 1358 1218"> <thead> <tr> <th><i><b>Balance sheet</b></i></th> <th><b>31/12/2015</b></th> <th><b>31/12/2016</b></th> </tr> </thead> <tbody> <tr> <td colspan="3"><i>(in thousands of euros)</i></td> </tr> <tr> <td>Receivables due from credit institutions</td> <td>27,057,644</td> <td>22,639,089</td> </tr> <tr> <td>Bonds and other fixed assets</td> <td>617,099</td> <td>416,535</td> </tr> <tr> <td><b>Total assets</b></td> <td><b>27,881,003</b></td> <td><b>23,224,194</b></td> </tr> <tr> <td>Debt securities</td> <td>24,337,429</td> <td>21,113,948</td> </tr> <tr> <td>Shareholder's equity (before "FRBG")</td> <td>635,231</td> <td>641,394</td> </tr> <tr> <td><b>Total liabilities</b></td> <td><b>27,881,003</b></td> <td><b>23,224,194</b></td> </tr> <tr> <td colspan="3"><b><i>Income statement</i></b></td> </tr> <tr> <td colspan="3"><i>(in thousands of euros)</i></td> </tr> <tr> <td>Net banking income</td> <td>18,222</td> <td>13,239</td> </tr> <tr> <td>Gross operating income</td> <td>15,170</td> <td>10,006</td> </tr> <tr> <td>Operating income</td> <td>15,170</td> <td>10,006</td> </tr> <tr> <td>Income before tax</td> <td>15,170</td> <td>10,006</td> </tr> <tr> <td><b>Net income</b></td> <td><b>9,208</b></td> <td><b>6,163</b></td> </tr> </tbody> </table> <p>There has been no material adverse change in the prospects of the Issuer since 31 December 2016.</p> <p>There has been no significant change in the financial or trading position of the Issuer since 31 December 2016.</p>	<i><b>Balance sheet</b></i>	<b>31/12/2015</b>	<b>31/12/2016</b>	<i>(in thousands of euros)</i>			Receivables due from credit institutions	27,057,644	22,639,089	Bonds and other fixed assets	617,099	416,535	<b>Total assets</b>	<b>27,881,003</b>	<b>23,224,194</b>	Debt securities	24,337,429	21,113,948	Shareholder's equity (before "FRBG")	635,231	641,394	<b>Total liabilities</b>	<b>27,881,003</b>	<b>23,224,194</b>	<b><i>Income statement</i></b>			<i>(in thousands of euros)</i>			Net banking income	18,222	13,239	Gross operating income	15,170	10,006	Operating income	15,170	10,006	Income before tax	15,170	10,006	<b>Net income</b>	<b>9,208</b>	<b>6,163</b>
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B.13	Description of any recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency	Not applicable. There is no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.																																													

<b>Section B - Issuer</b>		
B.14	Statement as to whether the Issuer is dependent upon other entities within the group	<p>The Issuer is a subsidiary of BPCE, the central body (<i>organe central</i>) of the BPCE group which is the group constituted by the members of the Banques Populaires network, as defined in Article L.512-11 of the French monetary and financial code (<i>Code monétaire et financier</i>) and the Caisses d'Epargne network as defined in Article L.512-86 of the French monetary and financial code (<i>Code monétaire et financier</i>). As such, the Issuer is dependent upon other entities of the BPCE group.</p> <p>The Issuer relies on third parties who have agreed to perform services for the Issuer. In particular, the Issuer relies on BPCE for:</p> <ul style="list-style-type: none"> <li>- the management and recovery referred to in Article L.513-15 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>), in accordance with the Management and Recovery Agreement;</li> <li>- providing the Issuer with certain services in connection with the administrative, logistic, tax, accounting and regulatory treatment, the internal control and the legal assistance of the Issuer, in accordance with the Administrative Services Agreement;</li> <li>- the origination and monitoring of the Home Loans granted as Collateral Security</li> <li>- the opening and operation of certain of its bank accounts.</li> </ul> <p>The Issuer is also exposed to the credit risk of BPCE, the Banques Populaires network and the Caisses d'Epargne network as Borrowers under the Borrower Loans granted by the Issuer and as Guarantors (except for BPCE) under the Credit Facility (as defined below).</p> <p><b>"Borrowers"</b> means BPCE and certain Banques Populaires and Caisses d'Epargne et de Prévoyance. Each Banque Populaire and Caisse d'Epargne et de Prévoyance is a shareholder of BPCE.</p> <p><b>"Borrower Loans"</b> means the Borrowers' indebtedness outstanding from time to time under the Credit Facility.</p> <p><b>"Credit Facility"</b> means a multicurrency revolving loan facility which shall be made available by the Issuer to the Borrowers.</p>
B.15	Description of the Issuer's principal activities	<p>In accordance with Article L.513-28 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>) which defines the exclusive purpose of the <i>sociétés de financement de l'habitat</i> and with article 4 of its by-laws, the Issuer's exclusive purpose consists of carrying out the activities and operations below, whether in France or abroad:</p> <ul style="list-style-type: none"> <li>(i) credit operations and assimilated operations within the terms set forth by regulations applicable to <i>sociétés de financement de l'habitat</i> and within the limits of its license;</li> <li>(ii) financing operations within the terms set forth by regulations applicable to <i>sociétés de financement de l'habitat</i> by means of issuance of <i>obligations de financement de l'habitat</i> or any other resources in accordance with the regulations applicable to <i>sociétés de financement de l'habitat</i>; and</li> <li>(iii) the Issuer may perform any operations a <i>société de financement de l'habitat</i> is allowed to perform or may be allowed to perform in the future, pursuant to the applicable laws and regulations, and generally any operations participating to the realisation of its corporate purpose, as long as such operations comply with the exclusive purpose of the <i>sociétés de financement de l'habitat</i> as provided for by the applicable laws and regulations.</li> </ul> <p>Structure Diagram:</p>

Section B - Issuer		
		<div style="text-align: center;"> <pre> graph TD     NH[Noteholders] -- Subscription Proceeds --&gt; I[Issuer]     I -- Notes --&gt; NH     I -- Borrower Loans --&gt; BPCE[BPCE Borrower]     I -- Borrower Loans --&gt; CG[Caisses d'Epargne Banques Populaires Others Borrowers/Guarantors]     CG -- Collateral Security Assets --&gt; I     BPCE -- Administrative Services --&gt; I     CG -- Management and Recovery --&gt; I </pre> </div> <p>Under the Programme, the Issuer may from time to time issue notes to be subscribed by the Noteholders.</p> <p>The proceeds of such Notes will be used by the Issuer, as lender, to fund advances which shall be made available to the Borrowers under the Credit Facility.</p> <p>In order to secure the full and timely payment of any and all Secured Liabilities, each Guarantor agrees to grant as collateral security (<i>remettre en garantie</i>) for the benefit of the Issuer, as lender, certain eligible assets.</p> <p>In addition, BPCE SFH has appointed BPCE as its agent (i) to perform the missions of management and recovery referred to in Article L.513-15 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>) and (ii) to provide the Issuer with certain services in connection with the administrative, logistic, tax, accounting and regulatory treatment, the internal control and the legal assistance of the Issuer and the exercise of certain of its rights and the performance of certain of its obligations under the Programme.</p>
B.16	To the extent known to the Issuer, whether the Issuer is directly or indirectly owned or controlled and by whom, and nature of such control	On the date of these Final Terms, ninety-nine per cent. (99.99%) of the Issuer's share capital is held by BPCE.
B.17	Credit ratings assigned to the Issuer or its debt securities	The Programme has been rated Aaa by Moody's Investors Service Ltd (" <b>Moody's</b> ") and AAA by Standard & Poor's Credit Market Services Europe Limited, a division of S&P Global, Inc. (" <b>S&amp;P</b> "). It is expected that the Notes will be rated Aaa by Moody's and AAA by S&P.

Section C - Securities		
C.1	Description of the type and the class of the securities being offered and/or admitted to trading, including any	<p>The Notes will be issued on a [syndicated / non-syndicated] basis, under Series No. [●], Tranche No. [●].</p> <p>The French law Notes will be issued in [dematerialised form ("<b>Dematerialised Notes</b>") / materialised form ("<b>Materialised Notes</b>")]. [Materialised Notes will be in bearer form only and will only be issued outside France.]</p>

<b>Section C - Securities</b>		
	security identification number	<p><i>(in case of Dematerialised Notes)</i></p> <p>[Dematerialised Notes will be issued in [bearer form (<i>au porteur</i>) / 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 registered form (<i>au nominatif administré</i>). No physical document of title will be issued in respect of Dematerialised Notes.]</p> <p><b>Clearing Systems</b></p> <p>[Euroclear France as central depository / Clearstream, Luxembourg and Euroclear / other (specify)].</p> <p><b>Security Identification Number</b></p> <p>The international security identification number of the Notes is [●].</p>
C.2	Currency of the securities issue	Notes will be issued in [●].
C.5	Description of any restrictions on the free transferability of the securities	[There is no restriction on the free transferability of Notes (subject to selling restrictions which will apply in [the United States of America / Japan / the EEA, including France, Italy, Germany and the United Kingdom / (other specify)]].
C.8	Description of the rights attached to the securities, including ranking and limitations to those rights	<p><b>Issue price</b></p> <p>The issue price of the Notes is [●].</p> <p><b>Status</b></p> <p>The Notes are issued under Articles L.513-28 to L.513-33 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>). Noteholders benefit from the <i>Privilège</i> created by Article L.513-11 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>).</p> <p>The Notes, and, where applicable, any related receipts and coupons, will constitute direct, unconditional and privileged obligations of the Issuer and will rank <i>pari passu</i> and without 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 <i>Privilège</i> created by Article L.513-11 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>).</p> <p><b>Denomination</b></p> <p>The denomination of the Notes is [●].</p> <p><b>Taxation</b></p> <p>All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.</p> <p>If French law should require that payments of principal or interest in respect of any Note, or any Receipt or Coupon relating thereto, be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, the Issuer will not be required to pay any additional amounts.</p> <p><b>No events of default; no cross default</b></p> <p>There will be neither events of default nor cross-default in respect of the</p>

<b>Section C - Securities</b>		
		<p>Notes.</p> <p><b>Governing Law</b></p> <p>The French law Notes and any receipt, coupon and talon relating thereto will be governed by, and shall be construed in accordance with, French law.</p>
C.9	<ul style="list-style-type: none"> <li>– Nominal interest rate</li> <li>– Date from which interest becomes payable and due dates for interest</li> <li>– Where rate is not fixed, description of the underlying on which it is based</li> <li>– Maturity date and arrangements for amortisation of the loan, including the repayment</li> </ul>	<p><b>Nominal Interest Rate</b></p> <p>The Notes are [fixed rate notes / floating rate notes / zero coupon notes / fixed/floating rate notes / fixed/fixed rate notes / floating/floating rate notes].</p> <p><b>Date from which interest becomes payable and due dates thereof</b> (in case of fixed rate Notes)</p> <p>[The Notes will bear interest at a rate of [●] per cent. <i>per annum</i> [payable [annually/semi-annually/quarterly/monthly/other (<i>specify</i>)] in arrear.]</p> <p>(in case of floating rate Notes)</p> <p>[The Notes will bear interest at a rate [●] +/- [●] per cent. payable [●] [in each year] (subject to the [●] business day convention (<i>specify the Business Day Convention set forth in the Final Terms</i>)).]</p> <p>(in case of fixed/floating rate Notes, fixed/fixed rate notes or floating/floating rate notes)</p> <p>[The Notes will bear interest at a rate [[●] +/- [●] per cent. payable [●] [in each year] (subject to the [●] business day convention (<i>specify the Business Day Convention set forth in the Final Terms</i>)))] / [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>Thereafter, the Notes will bear interest at a rate [[●] +/- [●] per cent. payable [●] [in each year]] (subject to the [●] business day convention (<i>specify the Business Day Convention set forth in the Final Terms</i>)))] / [of [●] per cent. <i>per annum</i> [payable [annually/semi-annually/quarterly/monthly/other (<i>specify</i>)] in arrear]].]</p> <p>(in case of zero coupon Notes)</p> <p>[The Notes will be issued [at their nominal amount / at [●]] and will not bear interest].</p> <p><b>Description of the underlying for floating rate Notes</b></p> <p>The Notes will bear interest at a rate of interest for each interest period determined on the basis of [[●] (<i>specify relevant [FBF/ISDA] Rate</i>), [plus / minus [●] (<i>specify the Margin</i>)] / [●] (<i>specify the offered quotation or the arithmetic mean of the offered quotations for the Relevant Rate(s)</i>)] appearing on [●] (<i>specify the relevant screen page</i>), as at [●] (<i>specify the Specified Time</i>) on the Interest Determination Date, [plus / minus [●] (<i>specify the Margin</i>)]], subject to any [[Maximum / Minimum] Rate of Interest / Rate Multiplier]].</p> <p><b>Redemption</b></p> <p><i>Redemption at final maturity</i></p> <p>The final maturity date of the Notes is [●].</p> <p>[The extended final maturity date of the Notes is [●].]</p>

<b>Section C - Securities</b>		
	<p>procedures</p> <p>– Indication of yield</p> <p>– Name of representative of debt security holders</p>	<p>[Unless previously redeemed or purchased and cancelled, each Note will be redeemed by the Issuer on the final maturity date [(or the extended final maturity date, as the case may be)] at [100] per cent. of their nominal amount.]</p> <p><i>Early Redemption</i></p> <p>The Notes may not be redeemed at the option of the Issuer for tax reasons.</p> <p>[The Notes may be redeemed before their stated maturity [at the option of the [Issuer] / [Noteholders]] / [for illegality].]</p> <p><b>Indication of Yield</b></p> <p>[Not applicable. / The yield of the Notes is [●]].</p> <p><b>Representation of Noteholders</b></p> <p>[Holders of Notes will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a masse The name and address of the representative of the masse are [●].]</p>
C.10	<p>If the security has a derivative component in the interest payment, provide clear and comprehensive explanation to help investors understand how the value of their investment is affected by the value of the underlying instrument(s), especially under the circumstances when the risks are most evident</p>	<p>Not applicable. Payments of interest on the Notes shall not involve any derivative component.</p>
C.11	<p>Whether the securities offered are or will be the object of an application for admission to trading, with a view to their distribution in a Regulated Market or other equivalent markets with indication of the markets in question</p>	<p>[Notes [are/will be] [listed and/or] admitted to trading on [Euronext Paris / other (<i>specify</i>)] / The Notes [are not/will not be] listed or admitted to trading].</p>
C.21	<p>Indication of the market where the securities will be traded and for which a Prospectus has been published</p>	<p>See Section C.11 above.</p>

## Section D - Risks

D.2	Key information on the key risks that are specific to the Issuer	<p><b><i>Prospective investors should also read the detailed information set out in the Base Prospectus (including any documents deemed to be incorporated by reference therein) and make their own opinion about risk factors prior to making any investment decision.</i></b></p> <p>Risks relating to the Issuer may include the following:</p> <p>(i) sole liability of the Issuer under the Notes: the Issuer is the only entity which has obligations to pay principal and interest in respect of the Notes.</p> <p>(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 party providing services to the Issuer under the Programme documents 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 Notes may be affected.</p> <p>(iii) modification, alteration or amendment without Noteholders prior consent: all Programme documents other than the terms and conditions of the French law Notes may be amended, modified, altered or supplemented without the prior consent of the Noteholders. The terms and conditions of the French law Notes may be amended, modified, altered or supplemented without the prior consent of the Noteholders, except if required by French laws and regulations.</p> <p>(iv) other activities of the Issuer: the Issuer may, without the prior consent of the Noteholders, chose to enter into transactions other than those provided for in the Programme documents and ressort to resources other than the Notes, which could adversely affect the financial position of the Issuer, provided that, as a <i>société de financement de l'habitat</i>, the types of activities which the Issuer may undertake are limited by law and that, under the Credit Facility and Collateral Framework Agreement, the Issuer has undertaken <i>vis-à-vis</i> the Borrowers and the Guarantors that the entering into such other transactions and issuance of such other resources will be subject to a prior rating confirmation from the rating agencies.</p> <p>(v) substitution risk: in the event of certain circumstances described in the Programme documents, leading to the substitution of one (1) or more of the parties to the Programme documents, no assurance can be given that a substitute entity will be found.</p> <p>(vi) certain conflicts of interests: conflicts of interest may arise during the life of the Programme as a result of various factors involving certain parties to the Programme documents.</p> <p>(vii) insolvency and examinership laws in France: the Issuer, as a <i>société anonyme</i> incorporated in France, is subject to French laws and proceedings affecting creditors. However, the Issuer is a <i>société de financement de l'habitat</i> and as such benefits from specific provisions deviating from standard French insolvency law provisions. Furthermore, the French monetary and financial Code (<i>Code monétaire et financier</i>) contains specific provisions applicable in case of the opening of an insolvency proceeding of a credit institution (<i>établissement de crédit</i>).</p> <p>(viii) fluctuation of the value of substitution assets: available funds standing to the credit of the accounts of the Issuer shall be invested in substitution assets. The value of such substitution assets may fluctuate depending on the financial markets and the Issuer may be exposed to a credit risk in relation to the issuers of such substitution assets.</p> <p>(ix) Bank Resolution and Recovery Directive: the powers set out in the bank recovery and resolution directive (the "<b>BRRD</b>") impact how credit institutions and investment firms are managed as well as, in certain</p>
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<b>Section D - Risks</b>		
		<p>circumstances, the rights of creditors. In particular, potential investors in the Notes should consider the risk that a holder may lose all or a part of its investment, including the principal and any interests, if such or any similar bail-in tool is used. The exercise of any power under the BRRD or any suggestion of such exercise could, therefore, materially adversely affect the rights of holders of Notes, the price or value of their investment in any Notes and/or the ability of the Issuer to satisfy its obligations under any Notes.</p> <p>(x) application of the United States Foreign Account Tax Compliance Act withholding risk to the Issuer: should a FATCA withholding tax apply, it is possible that Noteholders may receive less interest or principal than initially anticipated.</p> <p>(xi) implementation of a future European financial transaction tax: the European Community has adopted a proposal for a Council 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 Notes to a financial transaction tax. Such proposed directive is still being discussed. 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 Notes and the liquidity of the market for the Notes may be diminished.</p>
D.3	Key information on the key risks that are specific to the securities	<p>Risks relating to the Notes may include the following:</p> <p><b>Risks relating to the Notes</b></p> <p><i>General risks related to the Notes</i></p> <p>(i) the 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 Notes in light of its own circumstances;</p> <p>(ii) the terms and conditions of the Notes may be modified: the terms and conditions of the Notes may be subject to amendments approved in a general meeting by a defined majority of Noteholders, binding all Noteholders including Noteholders who did not attend and vote at the relevant general meeting and Noteholders who voted in a manner contrary to the majority ;</p> <p>(iii) change of law: the laws and regulations applicable to the Notes may be amended;</p> <p>(iv) taxation considerations: the 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 Notes are transferred or other jurisdictions; and</p> <p>(v) the absence of gross-up provision in case of withholding taxes: if French law should require that any payments in respect of any Note be subject to deduction or withholding in respect of any taxes or duties whatsoever, the Issuer will not pay any additional amounts and such Notes may not be redeemed early.</p> <p>(vi) market value of the Notes: the market value of the Notes will be affected by the creditworthiness of the Borrower and of the Issuer and a number of additional factors.</p> <p style="text-align: center;">(vi)</p> <p><i>Risks related to the structure of a particular issue of Notes</i></p>

<b>Section D - Risks</b>		
		<p>(i) the Notes may be subject to optional redemption by the Issuer which may impact their market value;</p> <p>(ii) soft bullet maturity Notes may be redeemed after their final maturity date;</p> <p>(iii) the Notes may be issued with particular features of interest rates, including (a) fixed rate interest (in such case, subsequent changes in market interest rates may adversely affect the value of such Notes), (b) floating rate interest (the market value of floating rate Notes may be volatile) and (c) fixed/floating rate interest, fixed/fixed rate interest or floating/floating rate interest (the Issuer's ability to convert the interest rate may affect the secondary market and the market value of such Notes);</p> <p>(iv) zero coupon notes may be subject to higher price fluctuations than non-discounted notes;</p> <p>(v) Notes issued at a substantial discount or premium from their principal amount: the market values of such Notes tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities;</p> <p>(vi) ratings of the Notes and rating confirmation: independent rating agencies may assign a rating to Notes issued under this Programme. Such rating does not reflect the potential impact of the risk factors that may affect the value of the Notes issued under this Programme;</p> <p>(vii) implementation of CRD IV package: implementation into French law of the capital requirements directive and regulations has brought about many substantial changes to the current system of capital requirements, prudential oversight and risk-management systems, including those of the Issuer, which could affect the risk weighting of the Notes in respect of certain investors should those investors be subject to these directives. In addition, the Issuer may operate in businesses that are less profitable in complying with the new regulations; and</p> <p>(viii) forecasts and estimates: actual results might differ from the projections resulting from forecasts and estimates and such differences might be significant.</p> <p><b>Risks related to the market generally</b></p> <p>(i) an active trading market for the Notes may not develop: an active market for the Notes may not develop or be sustained and investors may not be in a position to easily sell their 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>(ii) exchange rate risks and exchange controls: the Issuer pays the principal and interest on the Notes in the currency specified in the relevant Final Terms. 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 Notes; and</p> <p>(iii) legal investment considerations: investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities that should be taken into account by such investors before investing in the Notes.</p>

<b>Section E - Offer</b>		
E.2b	Reasons for the offer and use of proceeds when different from	[The net proceeds will be used to fund Borrower Loans (as defined below) under the Credit Facility (as defined below) to be made available by the Issuer to the Borrowers (as defined below) and, as the case may

<b>Section E - Offer</b>		
	making profit and/or hedging certain risks	<p>be, BPCE. Each Borrower shall apply all amounts borrowed by it under the Credit Facility <i>inter alia</i> for the refinancing of its residential loans activity.</p> <p>/ other (<i>specify</i>)</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> <p>The estimated total expenses related to the issue are [●].</p>
E.3	Description of the terms and conditions of the offer	<p>[Notes issued by the Issuer will be offered to the public in [●] / Not applicable. Notes issued by the Issuer will not be offered to the public.]</p> <p>The offer and sale of Notes will be subject to selling restrictions in the following jurisdictions: [the United States of America / Japan / the EEA, including France, Italy, Germany and the United Kingdom. / other (<i>specify</i>)].</p> <p>Regulation S, Category 2.</p> <p>[TEFRA C / TEFRA D / TEFRA rules are not applicable].</p>
E.4	Description of any interest that is material to the issue/offer including conflicting interests	<p>[Save for any fees payable to the [manager(s)/Dealer(s)] and certain conflicts of interest that may arise during the life of the Programme as a result of various factors (in particular, because (i) BPCE acts in several capacities, (ii) the parties and/or any respective affiliates may operate, service, acquire or sell properties, or finance loans secured by properties, which are in the same markets as the Home Loans and (iii) the Notes may be distributed by institutions related to BPCE group), so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.]</p> <p>(<i>Amend as appropriate if there are other interests</i>)</p>
E.7	Estimated expenses charged to the investor by the Issuer or the offeror	<p>[The estimated expenses charged to the investor by the Issuer are [●]. / [Not applicable. There are no expenses charged to the investor by the Issuer.]</p>

## [ANNEXE – MODELE DE RESUME SPECIFIQUE A L'EMISSION]

*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".*

*Le présent résumé est fourni pour les besoins de l'émission par l'Emetteur de Titres 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 Titres 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.*

*Ce résumé spécifique à l'émission relatif à ces types de Titres sera annexé aux Conditions Définitives concernées.*

Section A — Introduction et avertissements		
A.1	Avertissements	<p>Ce résumé est applicable aux [décrire les Titres] (les "<b>Titres</b>") décrits dans les conditions définitives (les "<b>Conditions Définitives</b>") auxquelles il est annexé, émis dans le cadre du Programme Euro Medium Term Note de 40.000.000.000€ (le "<b>Programme</b>") de BPCE SFH (l'"<b>Emetteur</b>"). Il contient l'information du résumé figurant dans le prospectus de base en date du 18 mai 2017 visé par l'Autorité des marchés financiers (l'"<b>AMF</b>") sous le numéro 17-209 en date du 18 mai 2017 [et le[s] supplément[s] au prospectus de base en date du [●] visé[s] par l'AMF sous le numéro [●]] ([ensemble,] le "<b>Prospectus de Base</b>"), qui est pertinente pour les Titres ainsi que l'information pertinente des Conditions Définitives.</p> <p>Toute décision d'investir dans les Titres doit être fondée sur un examen exhaustif du Prospectus de Base, tous suppléments y afférents, y compris l'ensemble des documents qui y sont incorporés par référence et, le cas échéant, les Conditions Définitives concernées (ensemble le "<b>Prospectus</b>").</p> <p>Lorsqu'une action concernant l'information contenue ou incorporée par référence dans le Prospectus est intentée devant un tribunal de l'Espace Economique Européen (l'"<b>EEE</b>"), le plaignant peut, selon la législation nationale de l'Etat membre (un "<b>Etat Membre</b>") dans lequel l'action est intentée, avoir à supporter les frais de traduction du Prospectus avant le début de toute procédure judiciaire.</p> <p>Aucune responsabilité civile ne pourra être engagée contre toute personne ayant présenté le résumé y compris toute traduction y afférente, sauf à ce que le contenu du résumé ne soit trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus (y compris l'ensemble des documents qui y sont incorporés par référence) ou s'il ne fournit pas, lu en combinaison avec les autres parties du Prospectus (y compris l'ensemble des documents qui y sont incorporés par référence), les informations clés (telles que définies à l'Article 2.1(s) de la directive 2003/71/CE du Parlement européen et du Conseil en date du 4 novembre 2003, telle que modifiée, y compris toute mesure de transposition de cette directive dans chaque Etat Membre de l'EEE concerné (la "<b>Directive Prospectus</b>")) permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans les Titres.</p>

Section A — Introduction et avertissements		
A.2	Consentement de l'Emetteur à l'utilisation du Prospectus	<p>[Sans objet. Les Titres ne font pas l'objet d'une offre non-exemptée].</p> <p>/</p> <p>[Dans le cadre de l'offre non-exemptée de Titres (l'"<b>Offre Non-exemptée</b>"), l'Emetteur accepte d'être responsable du contenu du Prospectus et consent à son utilisation en [●] (les "<b>Etats de l'Offre au Public</b>"), pendant la période allant du [●] au [●] (la "<b>Période d'Offre</b>") à l'égard de toute personne (un "<b>Investisseur</b>") auprès de laquelle l'Offre Non-Exemptée est faite par : [tout intermédiaire financier autorisé à faire l'Offre non-exemptée en vertu de la directive 2004/39/CE en date du 21 avril 2004 concernant les marchés d'instruments financiers, telle que modifiée, et qui remplit les conditions suivantes : [●] / [●] (<i>indiquer les noms et adresses des intermédiaires financiers autorisés</i>)] (un "<b>Offrant Autorisé</b>").</p> <p>Le consentement mentionné ci-dessus s'applique à des Périodes d'Offre (le cas échéant) commençant et se terminant aux dates indiquées à cet effet dans les Conditions Définitives concernées relatives auxdites Offres Non-exemptées et à condition que les Conditions Définitives concernées aient été valablement publiées et qu'elles précisent que des offres peuvent être faites au public dans les Etats de l'Offre au Public, le tout, conformément à la Directive Prospectus.</p> <p><b>Un Investisseur qui souhaite acquérir ou qui acquiert tous Titres auprès d'un Offrant Autorisé pourra le faire, et les offres et ventes des Titres à un Investisseur par un Offrant Autorisé seront effectuées, conformément aux modalités et autres accords conclus entre cet Offrant Autorisé et cet Investisseur y compris, s'agissant du prix, de l'allocation, des accords de règlement et de toutes dépenses ou taxes facturées à l'Investisseur (les "Modalités de l'Offre Non-exemptée"). L'Emetteur ne sera pas partie à ces accords avec les Investisseurs (autres que BPCE et Natixis (ensemble, les "Agents Placeurs")) en ce qui concerne l'offre ou la vente des Titres et, en conséquence, le Prospectus ne contiendra pas ces informations. Les Modalités de l'Offre Non-exemptée seront indiquées aux Investisseurs par ledit Offrant Autorisé sur son site Internet pendant la période concernée. Ni l'Emetteur ni aucun des Agents Placeurs ou d'autres Offrants Autorisés ne sauraient être tenus responsables de cette information ni des conséquences de son utilisation par les Investisseurs concernés.]</b></p>

Section B — Emetteur		
B.1	Raison sociale et nom commercial de l'Emetteur	BPCE SFH.
B.2	Siège social et forme juridique de l'Emetteur, législation régissant ses activités ainsi que son pays d'origine	<p>L'Emetteur a été immatriculé le 26 décembre 2007, initialement sous le nom GCE ODE 007 et aujourd'hui sous le nom BPCE SFH, en tant que société anonyme à conseil d'administration de droit français.</p> <p>L'Emetteur est régi par :</p> <p>(a) le Code de commerce ; et</p> <p>(b) le Code monétaire et financier.</p> <p>Le siège social de l'Emetteur et son établissement principal sont situés au 50 avenue Pierre Mendès France, 75013 Paris.</p>
B.4b	Description de toute tendance connue ayant des	BPCE SFH, en tant qu'émetteur d'obligations de financement de l'habitat intervient sur le marché des obligations sécurisées. Ce marché a montré une forte résilience au travers des différentes crises passées. En 2016, les

<b>Section B — Emetteur</b>																																												
	répercussions sur l'Emetteur et ses secteurs d'activité	<p>volumes d'émissions sur le marché primaire Euro-benchmark furent bien inférieurs par rapport à 2015. Par ailleurs, il existe des incertitudes en 2017 concernant la durée du programme d'achat de la Banque Centrale Européenne (CBPP3) qui contribua à l'augmentation du volume des obligations sécurisées en euro.</p> <p>De plus, la législation et la réglementation applicables aux institutions financières et 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>																																										
B.5	Description du groupe de l'Emetteur et de la place qu'y occupe l'Emetteur	L'Emetteur est un membre du groupe BPCE. BPCE a été créé par la loi n°2009-715 en date du 18 juin 2009, en tant qu'organe central du groupe BPCE, issu de la fusion de deux groupes bancaires coopératifs français que sont Groupe Caisse d'Epargne et Groupe Banque Populaire. A la date du Prospectus de Base, quatre-vingt dix neuf pour cent (99,99%) du capital social de l'Emetteur est détenu par BPCE.																																										
B.9	Prévision ou estimation du bénéfice et, le cas échéant, montant	Sans objet. L'Emetteur ne fournit aucun chiffre relatif à une prévision ou estimation de bénéfice.																																										
B.10	Description de la nature des éventuelles réserves sur les informations historiques contenues dans le rapport d'audit	Les rapports des commissaires aux comptes relatifs aux comptes sociaux des exercices clos respectivement au 31 décembre 2016 et le 31 décembre 2016 ne contiennent aucune réserve.																																										
B.12	Informations financières historiques sélectionnées	<p>Les tableaux ci-dessous indiquent les chiffres clés relatifs au compte de résultat et au bilan de l'Emetteur au 31 décembre 2016 et 31 décembre 2015 :</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b>Bilan</b></th> <th style="text-align: right;"><b>31/12/2015</b></th> <th style="text-align: right;"><b>31/12/2016</b></th> </tr> </thead> <tbody> <tr> <td colspan="3"><i>(en milliers d'euros)</i></td> </tr> <tr> <td>Créances sur les établissements de crédit</td> <td style="text-align: right;">27.057.644</td> <td style="text-align: right;">22.639.089</td> </tr> <tr> <td>Obligations et autres titres à revenu fixe</td> <td style="text-align: right;">617.099</td> <td style="text-align: right;">416.535</td> </tr> <tr> <td><b>Total de l'actif</b></td> <td style="text-align: right;"><b>27.881.003</b></td> <td style="text-align: right;"><b>23.224.194</b></td> </tr> <tr> <td>Dettes représentées par un titre</td> <td style="text-align: right;">24.337.429</td> <td style="text-align: right;">21.113.948</td> </tr> <tr> <td>Capitaux propres (hors "FRBG")</td> <td style="text-align: right;">635.231</td> <td style="text-align: right;">641.394</td> </tr> <tr> <td><b>Total du passif</b></td> <td style="text-align: right;"><b>27.881.003</b></td> <td style="text-align: right;"><b>23.224.194</b></td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b>Compte de résultat</b></th> <th style="text-align: right;"><b>31/12/2015</b></th> <th style="text-align: right;"><b>31/12/2016</b></th> </tr> </thead> <tbody> <tr> <td colspan="3"><i>(en milliers d'euros)</i></td> </tr> <tr> <td>Produit net bancaire</td> <td style="text-align: right;">18.222</td> <td style="text-align: right;">13.239</td> </tr> <tr> <td>Résultat brut d'exploitation</td> <td style="text-align: right;">15.170</td> <td style="text-align: right;">10.006</td> </tr> <tr> <td>Résultat d'exploitation</td> <td style="text-align: right;">15.170</td> <td style="text-align: right;">10.006</td> </tr> <tr> <td>Résultat courant avant impôt</td> <td style="text-align: right;">15.170</td> <td style="text-align: right;">10.006</td> </tr> </tbody> </table>	<b>Bilan</b>	<b>31/12/2015</b>	<b>31/12/2016</b>	<i>(en milliers d'euros)</i>			Créances sur les établissements de crédit	27.057.644	22.639.089	Obligations et autres titres à revenu fixe	617.099	416.535	<b>Total de l'actif</b>	<b>27.881.003</b>	<b>23.224.194</b>	Dettes représentées par un titre	24.337.429	21.113.948	Capitaux propres (hors "FRBG")	635.231	641.394	<b>Total du passif</b>	<b>27.881.003</b>	<b>23.224.194</b>	<b>Compte de résultat</b>	<b>31/12/2015</b>	<b>31/12/2016</b>	<i>(en milliers d'euros)</i>			Produit net bancaire	18.222	13.239	Résultat brut d'exploitation	15.170	10.006	Résultat d'exploitation	15.170	10.006	Résultat courant avant impôt	15.170	10.006
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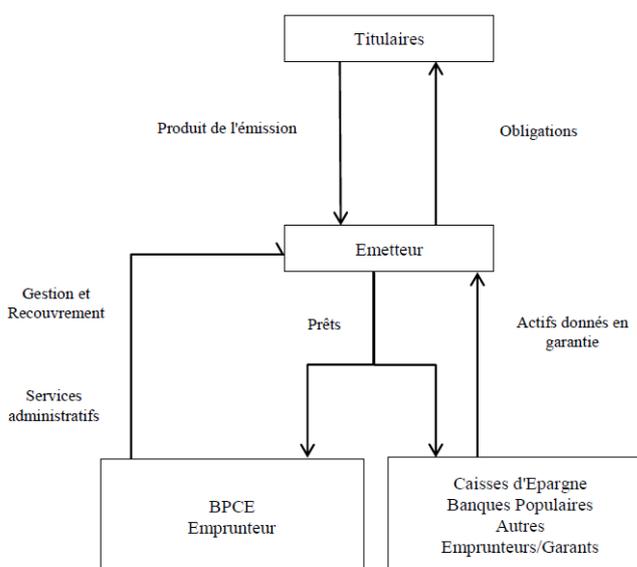
<b>Section B — Emetteur</b>					
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		Il ne s'est produit aucun changement défavorable significatif dans les perspectives de l'Emetteur depuis le 31 décembre 2016. Il ne s'est produit aucun changement significatif dans la situation financière ou commerciale de l'Emetteur depuis le 31 décembre 2016.			
B.13	Description de tout événement récent propre à l'Emetteur et présentant un intérêt significatif pour l'évaluation de sa solvabilité	Sans objet. Il n'y a pas d'évènement récent propre à l'Emetteur et présentant un intérêt significatif pour l'évaluation de sa solvabilité.			
B.14	Déclaration concernant la dépendance de l'Emetteur à l'égard d'autres entités du groupe	<p>L'Emetteur est une filiale de BPCE, l'organe central du groupe BPCE, qui est le groupe constitué par les membres du réseau Banques Populaires, tel que défini par l'article L.512-11 du Code monétaire et financier et du réseau Caisses d'Epargne tel que défini par l'article L.512-86 du Code monétaire et financier. Ainsi, l'Emetteur est dépendant à l'égard d'autres entités du groupe BPCE.</p> <p>L'Emetteur est dépendant de tiers ayant accepté de fournir des services à l'Emetteur. En particulier, l'Emetteur dépend de BPCE pour :</p> <ul style="list-style-type: none"> <li>- la gestion et le recouvrement en application de l'Article L.513-15 du <i>Code monétaire et financier</i>, conformément au contrat de gestion et de recouvrement (<i>Management and Recovery Agreement</i>) ;</li> <li>- fournir à l'Emetteur certains services en relation avec l'administration, la logistique, la fiscalité, le traitement comptable et prudentiel, le contrôle interne et l'assistance juridique de l'Emetteur, conformément au contrat de services administratifs (<i>Administrative Services Agreement</i>) ;</li> <li>- la création et le contrôle des prêts immobiliers remis en garantie ;</li> <li>- l'ouverture et le fonctionnement de certains comptes bancaires.</li> </ul> <p>L'Emetteur est également dépendant de BPCE, des membres du réseau Banques Populaires et des membres du réseau Caisses d'Epargne en tant qu'Emprunteurs au titre des Prêts octroyés par l'Emetteur et en tant que garants (à l'exception de BPCE) conformément au Crédit (<i>Credit Facility and Collateral Framework Agreement</i>).</p> <p>"<b>Crédit</b>" désigne un crédit renouvelable multidevises mis à la disposition des Emprunteurs par l'Emetteur.</p> <p>"<b>Emprunteurs</b>" désignent BPCE et certaines Banques Populaires et Caisses d'Epargne et de Prévoyance. Chaque Banque Populaire et Caisse d'Epargne et de Prévoyance est un actionnaire de BPCE.</p> <p>"<b>Prêts</b>" désignent l'encours de la dette des Emprunteurs au titre du Crédit.</p>			
B.15	Description des principales activités de l'Emetteur	<p>En vertu de l'article L.513-28 du Code monétaire et financier qui définit l'objet exclusif des sociétés de financement de l'habitat et de l'article 4 de ses statuts, l'Emetteur peut, pour la réalisation de son objet, exercer les activités et opérations ci-dessous, tant en France qu'à l'étranger :</p> <ul style="list-style-type: none"> <li>(i) opérations de crédit et opérations assimilées dans les conditions fixées par la réglementation applicable aux sociétés de financement de l'habitat et dans les limites de son agrément ;</li> <li>(ii) opérations de financement dans les conditions fixées par la réglementation applicable aux sociétés de financement de l'habitat au moyen de l'émission d'obligations de financement de</li> </ul>			

### Section B — Emetteur

l'habitat ou toutes autres ressources conformément à la réglementation applicable aux sociétés de financement de l'habitat ; et

- (iii) l'Emetteur peut accomplir toutes opérations qu'une société de financement de l'habitat est autorisée à accomplir, ou serait à l'avenir autorisée à accomplir, conformément aux lois et règlements applicables, et plus généralement toutes opérations concourant à l'accomplissement de son objet social, dès lors que ces opérations sont conformes à l'objet exclusif des sociétés de financement de l'habitat tel que défini par les lois et règlements applicables.

Présentation de la structure :



Dans le cadre du Programme, l'Emetteur peut à tout moment émettre des Titres qui seront souscrits par les Titulaires.

Les revenus de ces Titres seront utilisés par l'Emetteur, en tant que prêteur, pour financer des avances qui seront mises à disposition des Emprunteurs dans le cadre du Crédit.

Pour garantir le paiement complet et dans les délais de toutes les Obligations Sécurisées, chaque Garant a accepté de remettre en garantie certain actifs éligibles au bénéfice de l'Emetteur, en tant que prêteur.

Par ailleurs, BPCE SFH a nommé BPCE en tant que mandataire (i) pour exécuter les missions de gestion et de recouvrement mentionnés à l'article L.513-15 du Code monétaire et financier et (ii) pour fournir à l'Emetteur certain services relatifs au traitement administratif, logistique, fiscal, comptable ou réglementaire, au contrôle interne et à l'assistance juridique de l'Emetteur et relatifs à l'exercice de certain de ses droits et l'exécution de certaines de ses obligations dans le cadre du Programme.

B.16

Dans la mesure où ces informations sont connues de l'Emetteur, indiquer si celui-ci est détenu ou contrôlé, directement ou indirectement, et par

A la date du Prospectus de Base, quatre vingt dix neuf pour cent (99,99%) du capital social de l'Emetteur est détenu par BPCE.

Section B — Emetteur		
	qui; Nature de ce contrôle	
B.17	Notation attribuée à l'Emetteur ou à ses titres d'emprunt	Le Programme a été noté [Aaa] par Moody's Investors Service Ltd (" <b>Moody's</b> ") et [AAA] par Standard & Poor's Credit Market Services Europe Limited, a division of S&P Global, Inc. (" <b>S&amp;P</b> "). Il est prévu que les Titres soient notés [Aaa] par Moody's et [AAA] par S&P.

Section C — Titres		
C.1	Description de la nature et de la catégorie des valeurs mobilières offertes et/ou admises à la négociation et indication de tout numéro d'identification des valeurs mobilières	<p>Les Titres seront émis sur une base [syndiquée / non-syndiquée], sous la Souche n°[●], Tranche n°[●].</p> <p>Les Titres de droit français seront émis sous forme [dématérialisée ("<b>Titres Dématérialisés</b>") / [matérialisée ("<b>Titres Matérialisés</b>")]. [Les Titres Matérialisés seront uniquement émis au porteur et seront uniquement émis hors de France.]</p> <p><i>(en cas de Titres Dématérialisés)</i></p> <p>[Les Titres Dématérialisés pourront être émis [au porteur / au nominatif], et dans ce dernier cas, au gré du Titulaire concerné, soit au nominatif pur soit au nominatif administré. Aucun document ne sera remis en représentation des Titres Dématérialisés.]</p> <p><b>Systemes de Compensation</b></p> <p>[Euroclear France en tant que dépositaire central / Clearstream, Luxembourg et Euroclear / autre (<i>préciser</i>)].</p> <p><b>Numéro d'identification</b></p> <p>Le numéro d'identification international des Titres est [●].</p>
C.2	Devise de l'émission	Les Titres seront libellés en [●].
C.5	Description de toute restriction imposée à la libre négociabilité des valeurs mobilières	[Il n'y a pas de restriction à la libre négociabilité des Titres (sous réserve des restrictions de vente applicables [aux Etats-Unis d'Amérique / au Japon / dans l'EEE, notamment en France, en Italie, en Allemagne et au Royaume-Uni / (autre <i>préciser</i> )].
C.8	Description des droits attachés aux valeurs mobilières, y compris leur rang et toute restriction qui leur est applicable	<p><b>Prix d'émission</b></p> <p>Le prix d'émission des Titres est [●].</p> <p><b>Rang</b></p> <p>Les Titres sont émis conformément aux articles L.513-28 à L.513-33 du Code monétaire et financier. Les Titulaires bénéficient du Privilège créé par l'article L.513-11 du Code monétaire et financier.</p> <p>Les Titres et, le cas échéant, les reçus et coupons y afférents, constitueront des engagements directs, inconditionnels et privilégiés de l'Emetteur (tels que décrits ci-dessus) venant au même rang (pari passu) entre eux et 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><b>Valeur nominale</b></p> <p>La valeur nominale des Titres est de [●].</p> <p><b>Fiscalité</b></p> <p>Tous les paiements de principal, d'intérêts et d'autres produits afférents aux Titres effectués par ou pour le compte de l'Emetteur seront effectués</p>

<b>Section C — Titres</b>		
		<p>sans aucune retenue à la source ou prélèvement au titre de tout impôt ou taxe de toute nature, imposés, levés ou recouverts 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 en vertu de la législation française, les paiements en principal ou en intérêts afférents à tout Titre, ou à tout reçu ou coupon y afférent, devaient être soumis à un prélèvement ou à une retenue au titre de tout impôt ou taxe, présent ou futur, l'Emetteur ne sera pas tenu de majorer ses paiements.</p> <p><b>Absence de cas de défaut ; absence de défaut croisé</b></p> <p>Il n'y aura ni cas de défaut ni défaut croisé au titre des Titres.</p> <p><b>Droit applicable</b></p> <p>Les Titres de droit français et tous tous reçus, coupons et talons y afférents seront régis par les, et devront être interprétés conformément aux, dispositions du droit français.</p>
C.9	<p>- Taux d'intérêt nominal</p> <p>- Date d'entrée en jouissance et date d'échéance des intérêts</p> <p>- Lorsque le taux n'est pas fixe, description du sous-jacent sur lequel il est fondé</p>	<p><b>Taux d'intérêt nominal</b></p> <p>Les Titres sont des [Titres à taux fixe] / [Titres à taux variable] / [Titres zéro coupon] / [Titres à taux fixe/taux variable].</p> <p><b>Date d'entrée en jouissance et date d'échéance des intérêts</b></p> <p>(en cas de Titres à taux fixe)</p> <p>[Les Titres portent intérêt à un taux de [●]% par an, [payable [annuellement / semestriellement / trimestriellement / mensuellement / autre (préciser)] à terme échu.]]</p> <p>(en cas de Titres à taux variable)</p> <p>[Les Titres portent intérêt à un taux de [●] +/- [●]% payable le [●] [de chaque année] (sous réserve de la convention de jour ouvré [●] (préciser la Convention de Jour Ouvré indiquée dans les Conditions Définitives)).]</p> <p>(en cas de Titres à taux fixe/taux variable, Titres à taux fixe/taux fixe ou Titres à taux variable/taux variable)</p> <p>[Les Titres portent intérêt à un taux [[●] +/- [●]% payable le [●] [de chaque année] (sous réserve de la convention de jour ouvré [●] (préciser la Convention de Jour Ouvré indiquée dans les Conditions Définitives)))] / [de [●]% par an, [payable [annuellement / semestriellement / trimestriellement / mensuellement / autre (préciser)] à terme échu]] du [●] (inclus) au [●] (exclu).</p> <p>Ensuite, les Titres portent intérêt à un taux [+/- [●]% payable le [●] [de chaque année] (sous réserve de la convention de jour ouvré [●] (préciser la Convention de Jour Ouvré indiquée dans les Conditions Définitives)))] / [de [●]% par an, [payable [annuellement / semestriellement / trimestriellement / mensuellement / autre (préciser)] à terme échu]].]</p> <p>(en cas de Titres zéro coupon)</p> <p>[Les Titres sont émis [au pair / à [●]] et ne porteront pas intérêts.]</p> <p><b>Description du sous-jacent pour les Titres à taux variable</b></p>

**Section C — Titres**

	<p>- Date d'échéance et modalités d'amortissement de l'emprunt y compris les procédures de remboursement</p> <p>- Indication du rendement</p> <p>- Nom du représentant des détenteurs de titres d'emprunt</p>	<p>Les Titres 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 la cotation offerte ou la moyenne arithmétique des cotations offertes pour le(s) Taux de Référence(s)</i>)] apparaissant sur [●] (<i>préciser la Page Ecran concernée</i>) à [●] (<i>préciser l'Heure de Référence</i>) à la Date de Détermination d'Intérêt [augmenté / diminué de [●] (<i>préciser la Marge</i>)], sous réserve de tout [Taux d'Intérêt [Maximum / Minimum]] / Taux d'Intérêt Multiplicateur]].</p> <p><b>Remboursement</b></p> <p><i>Remboursement à l'échéance</i></p> <p>La date d'échéance finale des Titres est [●].</p> <p>[La date d'échéance finale prolongée des Titres est [●].]</p> <p>[A moins qu'il n'ait préalablement été remboursé ou racheté et annulé, chaque Titre sera remboursé par l'Emetteur à la date d'échéance finale [(ou la date d'échéance finale prolongée, le cas échéant)] à [100]% de son montant nominal.]</p> <p><i>Remboursement Anticipé</i></p> <p>Les Titres ne peuvent pas être remboursés à l'option de l'Emetteur pour des raisons fiscales.</p> <p>[Les Titres peuvent aussi être remboursés avant leur date d'échéance indiquée [à l'option [de l'Emetteur] / [des Titulaires]] / pour illégalité].]</p> <p><b>Indication du Rendement</b></p> <p>[Sans objet. / Le rendement des Titres est de [●]].</p> <p><b>Représentation des Titulaires</b></p> <p>[Les Titulaires sont, pour ce qui concerne toutes les Tranches de chaque Souche, regroupés automatiquement pour la défense de leurs intérêts communs en une masse. Le nom et l'adresse du représentant de la masse sont [●].]</p>
C.10	<p>Lorsque le paiement des intérêts produits par la valeur émise est lié à un instrument dérivé, fournir des explications claires et exhaustives de nature à permettre aux investisseurs de comprendre comment la valeur de leur investissement est</p>	<p>Sans objet. Le paiement des intérêts sur les Titres n'est lié à aucun instrument dérivé.</p>

Section C — Titres		
	influencée par celle du ou des instrument(s) sous-jacent(s), en particulier dans les cas où les risques sont les plus évidents	
C.11	Si les valeurs mobilières offertes font ou feront l'objet d'une demande d'admission à la négociation, en vue de leur distribution sur un Marché Réglementé ou sur des marchés équivalents avec l'indication des marchés en question	[Les Titres [sont/seront] [cotés et/ou] admis aux négociations sur [Euronext Paris / autre ( <i>préciser</i> )] / Les Titres ne [sont/seront] pas cotés ou admis aux négociations].
C.21	Indication du marché sur lequel les valeurs mobilières seront négociées et à l'intention duquel le prospectus a été publié	Voir section C.11 ci-avant.

Section D — Risques		
D.2	Informations clés sur les principaux risques propres à l'Emetteur	<p><b><i>Les investisseurs potentiels doivent également lire les 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.</i></b></p> <p>Les risques relatifs à l'Emetteur peuvent notamment inclure les circonstances suivantes :</p> <p>(i) seule responsabilité de l'Emetteur au titre des Titres : l'Emetteur est la seule entité ayant des obligations de payer le principal et les intérêts des Titres. Les Titres ne sont de la responsabilité d'aucune autre entité.</p> <p>(ii) dépendance de l'Emetteur vis-à-vis des tiers : l'Emetteur a conclu des contrats avec des tiers, qui ont accepté de fournir des services à l'Emetteur. En cas de manquement d'un prestataire de services de l'Emetteur dans le cadre du Programme à l'accomplissement de ses obligations au titre du contrat concerné, la faculté de l'Emetteur à procéder au paiement au titre des Titres pourrait être affectée.</p> <p>(iii) altération ou modification sans accord préalable des Titulaires : tous les documents du Programme autres que les modalités des Titres de droit français peuvent être modifiés sans le consentement préalable des Titulaires. Les modalités des Titres de droit français peuvent être modifiées sans le consentement préalable des Titulaires, sauf si la législation française l'exige.</p> <p>(iv) autres activités de l'Emetteur : l'Emetteur peut, sans le consentement préalable des Titulaires, décider de conclure d'autres transactions, autres que celles prévues dans les documents du Programme et recourir à des ressources autres que les Titres, qui pourraient affecter la position financière de l'Emetteur, étant entendu que, en tant que société de financement de l'habitat, le type d'activités de l'Emetteur est limité par la loi et que, dans le cadre de la Convention-Cadre de Crédit et de Garantie Financière, l'Emetteur s'est engagé vis-à-vis des Emprunteurs et des</p>

## Section D — Risques

Garants à ce que la conclusion d'autres transactions ou l'émission d'autres ressources doivent faire l'objet d'une confirmation de notation des agences de notation.

(v) risque de substitution : dans certaines circonstances décrites dans les documents du Programme conduisant à ce qu'une ou plusieurs parties au Programme doivent être substituées conformément aux termes des documents du Programme, aucune assurance ne peut être donnée quant au fait qu'une entité de substitution puisse être trouvée.

(vi) survenance de certains conflits d'intérêts durant la vie du Programme : des conflits d'intérêts peuvent survenir durant la vie du Programme en raison de plusieurs facteurs impliquant les parties à la documentation du Programme.

(vii) lois relatives aux procédures collectives en France : l'Emetteur, en tant que société anonyme établie en France est soumis aux lois et procédures françaises. Cependant, l'Emetteur est une société de financement de l'habitat et en tant que tel bénéficie de dispositions particulières en ce qui concerne le 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.

(viii) variation de la valeur des valeurs de remplacement : les fonds disponibles au crédit des comptes de l'Emetteur peuvent être investis dans des valeurs de remplacement. La valeur de ces valeurs de remplacement peut varier en fonction du marché et l'Emetteur peut être exposé à un risque de crédit par rapport aux émetteurs de ces valeurs de remplacement.

(ix) Directive établissant un cadre pour le Redressement et la Résolution des crises Bancaires : les pouvoirs mis en place dans la directive établissant un cadre pour le redressement et la résolution des établissements de crédit et des entreprises d'investissement (la "**DRRB**") ont un impact sur la gestion des établissements de crédit et des entreprises d'investissement ainsi que, dans certaines circonstances, les droits des créanciers. En particulier, les investisseurs potentiels des Titres doivent considérer le risque qu'un porteur puisse perdre tout ou partie de son investissement, y compris le principal et les intérêts, si de tels outils ou des outils similaires de renflouement sont utilisés. L'exercice de tout pouvoir au titre de la DRRB ou toute allusion à un tel exercice pourrait avoir une incidence défavorable importante sur les droits des porteurs des Titres, le prix ou la valeur de leurs investissements dans les Titres et/ou la faculté de l'Emetteur de satisfaire à ses obligations relatives aux Titres.

(x) application du risque de retenue à la source de la législation américaine dite "FATCA" (*Foreign Account Tax Compliance Act*) : si une retenue à la source du fait de la législation FATCA s'applique, il est possible que les Titulaires reçoivent moins d'intérêt ou de principal qu'initialement prévu.

(xi) mise en place de la future taxe européenne sur les transactions financières : la Commission Européenne a adopté une proposition de directive visant à renforcer la coopération au regard de la taxation des transactions financières qui, si elle était adoptée, soumettrait les transactions mettant en jeu les institutions financières et des obligations telles que les Titres, à une taxe sur les transactions financières. Cette proposition de directive est encore en discussion. Si cette directive était adoptée et transposée dans les juridictions locales, les Titulaires pourraient être exposés à une augmentation des coûts et la liquidité du marché pour les Titres pourrait diminuer.

## Section D — Risques

D.3	Informations clés sur les principaux risques propres aux valeurs mobilières	<p>Les risques relatifs aux Titres incluent :</p> <p><b>Risques relatifs aux Titres</b></p> <p><i>Risques généraux relatifs aux Titres</i></p> <p>(i) les Titres 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 Titres au regard de sa situation personnelle ;</p> <p>(ii) les modalités des Titres peuvent être modifiées : les modalités des Titres pourront faire l'objet de modifications approuvées en assemblée générale par une majorité définie de Titulaires et s'imposant à tous les Titulaires y compris ceux qui n'auraient pas participé et voté à l'assemblée générale ou ceux qui auraient voté dans un sens contraire à la majorité ;</p> <p>(iii) modification des lois : la législation et la réglementation applicables aux Titres pourront faire l'objet de modifications ;</p> <p>(iv) considérations fiscales : les Titulaires pourraient devoir payer des impôts ou autres taxes ou droits selon la loi ou les lois ou pratiques en vigueur dans les pays où les Titres seront transférés ou dans d'autres juridictions ; et</p> <p>(v) l'absence de clause de brutage en cas de prélèvement à la source : si en vertu de la législation française, les paiements en principal ou en intérêts afférents à tout Titre devaient être soumis à un prélèvement ou à une retenue au titre de tout impôt ou taxe, présent ou futur, l'Emetteur ne serait pas tenu de majorer ses paiements et les Titres concernés ne seraient pas remboursés par anticipation.</p> <p>(vi) valeur de marché des Titres : la valeur de marché des Titres sera affectée par la qualité de crédit de l'Emetteur et de l'Emprunteur et par un certain nombre de facteurs additionnels.</p> <p><i>Risques relatifs à une émission particulière de Titres</i></p> <p>(i) les Titres pourront faire l'objet d'un remboursement optionnel par l'Emetteur, ce qui pourrait impacter leur valeur de marché ;</p> <p>(ii) les Titres avec une date de maturité extensible peuvent être remboursés après leur date d'échéance finale ;</p> <p>(iii) les Titres pourront être émis avec des caractéristiques particulières de taux d'intérêt, y compris (a) 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 ces Titres), (b) intérêts à taux variable (la valeur de marché des Titres à taux variable peut être volatile) et (c) intérêts taux fixe/taux variable, intérêts taux fixe/taux fixe ou intérêts 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 ces Titres) ;</p> <p>(iv) Titres à coupon zéro peuvent être soumis à de plus fortes fluctuations de prix que les titres non actualisés ;</p> <p>(v) Titres émis en dessous du pair ou assortis d'une prime d'émission significative : la valeur de marché de tels Titres a tendance à être plus sensible aux fluctuations des taux d'intérêts que des titres classiques ;</p> <p>(vi) notation des Titres et confirmation de notation : les agences de notation indépendantes peuvent attribuer une notation aux Titres émis dans le cadre du présent Programme. Cette notation ne reflète pas l'impact potentiel des facteurs de risques qui peuvent affecter la valeur</p>
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<b>Section D — Risques</b>		
		<p>des Titres émis dans le cadre du présent Programme ;</p> <p>(vii) transposition du dispositif CRD IV relatif aux actifs pondérés en fonction du risque : la transposition en droit français de la directive et des règlements sur les exigences de fonds propres a introduit beaucoup de changements significatifs dans les systèmes actuels d'exigences de fonds propres, de surveillance prudentielle et de système de gestion des risques, y compris ceux de l'Emetteur, ce qui pourrait affecter la pondération du risque des Titres pour certains investisseurs dans la mesure où ils seraient soumis à ces directives. Par ailleurs, l'Emetteur peut opérer dans des secteurs qui seront moins profitables en raison de la mise en conformité avec la nouvelle réglementation ; et</p> <p>(viii) prévisions et estimations de bénéfices: les résultats réels pourraient différer des projections résultant des prévisions et estimations et de telles différences pourraient être significatives.</p> <p><b>Risques relatifs au marché en général</b></p> <p>(i) un marché secondaire actif pourrait ne pas se développer pour les Titres : un marché actif des Titres pourrait ne pas se développer ou se maintenir et les investisseurs pourraient ne pas être en mesure de céder facilement leurs Titres 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>(ii) risques liés au taux et au contrôle des changes : les paiements au titre du principal et des intérêts des Titres seront effectués dans la devise prévue dans les Conditions Définitives concernées, ce qui 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 Titres ; et</p> <p>(iii) considérations juridiques liées à l'investissement : l'activité d'investissement de certains investisseurs est soumise aux lois et réglementations sur les critères d'investissement, ou au contrôle de certaines autorités qui devraient être pris en compte par de tels investisseurs avant d'investir dans les Titres.</p>

<b>Section E — Offre</b>		
E.2b	Raisons de l'offre et de l'utilisation prévues du produit lorsqu'il s'agit de raisons autres que la réalisation d'un bénéfice et/ou la couverture de certains risques	<p>[A moins qu'il n'en soit précisé autrement dans les Conditions Définitives concernées, le produit net de l'émission des Titres sera destiné au financement des Prêts (tels que définis ci-dessous) au titre du Crédit (tel que défini ci-dessous) mis à la disposition des Emprunteurs (tels que définis ci-dessous), et, le cas échéant, de BPCE, par l'Emetteur. Chaque Emprunteur utilisera les fonds empruntés au titre du Crédit pour refiancer son activité de fourniture de prêts immobiliers résidentiels, entre autres.</p> <p>/ autre (<i>préciser</i>)</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 décroissant de priorité. Si l'Emetteur a conscience que le produit estimé ne suffira pas à financer toutes les utilisations envisagées, il doit indiquer le montant et la source du complément nécessaire.</i>)</p> <p>Les dépenses totales liées à l'émission s'élèvent à [●].</p>
E.3	Description des modalités de l'offre	<p>[Les Titres émis par l'Emetteur seront offerts au public en [●] / Sans objet. Les Titres émis par l'Emetteur ne seront pas offerts au public].</p> <p>[L'offre et la vente des Titres seront soumises à des restrictions de vente</p>

<b>Section E — Offre</b>		
		<p>dans les juridictions suivantes : [Etats-Unis d'Amérique / Japon / EEE, notamment France, Italie, Allemagne et Royaume-Uni / autre (<i>préciser</i>)].</p> <p>Règle S, Catégorie 2.</p> <p>[Les règles TEFRA C / TEFRA D / TEFRA ne sont pas applicables]</p>
E.4	Description de tout intérêt pouvant influencer sensiblement sur l'émission/l'offre, y compris les intérêts conflictuels	<p>[A l'exception des commissions versées à l'(aux) [agent(s) placeur(s)/ chef(s) de file et de certains conflits d'intérêt qui peuvent se produire pendant la vie du Programme en raison de différents facteurs (en particulier, en raison du fait que (i) BPCE agit à différents titres, (ii) les parties et/ou leurs sociétés liées peuvent gérer, entretenir, acquérir ou vendre des biens immobiliers, ou financer des prêts garantis par des biens immobiliers, qui sont sur les même marchés que les Prêts Immobiliers et (iii) les Titres peuvent être distribués par des établissements liés au groupe BPCE)], à la connaissance de l'Emetteur, aucune personne impliquée dans l'offre des Titres n'y a d'intérêt significatif.]</p> <p><i>(Modifier le cas échéant s'il existe d'autres intérêts.)</i></p>
E.7	Estimation des dépenses facturées à l'investisseur par l'Emetteur ou l'offreur	<p>[Le montant des frais imputés à l'investisseur par l'Emetteur est estimé à [●] / Sans objet. Il n'y a pas de dépenses facturées à l'investisseur par l'Emetteur.]</p>

**FORM OF CERTIFICATE OF THE SPECIFIC CONTROLLER PURSUANT TO ARTICLES L.513-23  
AND R.513-16 OF THE FRENCH MONETARY AND FINANCIAL CODE**

*[Translated from French - Only applicable if the amount of Notes issued equals or exceeds Euro 500,000,000  
or its equivalent in any other currency]*

To the Directors of BPCE SFH,

In our capacity as specific controller (*contrôleur spécifique*) of your company and pursuant to the provisions set forth in Articles L.513-23 and R.513-16 of the French Monetary and Financial Code, we hereby set out our certification regarding compliance with the rule provided for in Article L.513-12 of the French Monetary and Financial Code within the framework of any issue of mortgage debentures with a unit value of at least EUR 500 million.

In a decision dated [●], the Board of Directors of BPCE SFH set the maximum ceiling for the programme for issuing funding that qualify for the privileged right laid down by Article L.513-11 of the French Monetary and Financial Code at EUR [●], for the period from [●] to [●].

Within the scope of this quarterly issue programme, in a decision dated [●], the [●] of [●] approved a new issue of funds qualifying for the preferential rights set forth in Article L.513-11 of the French Monetary and Financial Code, for an amount of EUR [●].

Article L.513-12 of the French Monetary and Financial Code states that the total amount of assets held by *sociétés de financement de l'habitat* (special-purpose real estate credit institutions) must be greater than the amount of liabilities which qualify for the privileged right mentioned in Article L.513-11 of said code. Our responsibility is to certify the compliance of the current transaction with this rule.

Compliance with this rule, after taking into account the aforementioned debenture issue, was verified on the basis of estimated and forecasted financial data, drawn up under the responsibility of your Board of Directors. The forecasted financial data were drawn up on the basis of assumptions which reflect the position that you deemed to be most probable as of the date of the present issue. This information is presented in an appendix to this report.

We performed our review in accordance with the procedures issued from the professional rules and practises of the *Compagnie Nationale des Commissaires aux Comptes* (National Association of Statutory Auditors) that are applicable to this type of assignment. These procedures, based on such financial information, were carried out in order to verify compliance with the rule laid down by Article L.513-12 of the French Monetary and Financial Code and with the methods of calculating the hedge ratio provided for in Regulation n° 99-10 of the French Banking and Financial Regulations Committee.

Our work has also required that we plan and prepare our review leading to an assessment of the fair presentation of the estimated and the forecasted financial data, drawn up as of the closest date of the present issue, with regard to its consistency, plausibility and relevance, with a view to checking compliance with the rule provided for in Article L.513-12 of the French Monetary and Financial Code. Regarding the forecasted financial data, we have assessed the assumptions used and their statement in figures, considering that, as the forecasts are, by their nature, uncertain, the actual results could differ significantly from the forecasted data presented.

Based on our work, we have no comments to make as regards compliance by BPCE SFH with Article L.513-12 of the French Monetary and Financial Code, which states that the amount of assets must be greater than the amount of preferential liabilities, after taking into account the aforementioned issue.

Paris, [●]

The Specific Controller

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**CAILLIAU DEDOUIT ET ASSOCIES**

Laurent BRUN

## APPENDIX

**Figures after taking into account the debentures issues for the period from [●] to [●] including the present issue of EUR[●] (value date [●]).**

In million of EUR	Estimated figures	Forecasted Figures
	As of [beginning of quarter]	As of [end of quarter]
Total application of funds	[●]	[●]
Total of weighted assets	[●]	[●]
Total sources of funds that qualify for the privileged right mentioned in Article L.513-11 of the French Monetary and Financial Code	[●]	[●]

The original certificate reads :

Messieurs les Administrateurs de BPCE SFH,

En notre qualité de contrôleur spécifique de votre société et en exécution des dispositions prévues par les articles L.513-23 et R.513-16 du Code monétaire et financier, nous devons établir une attestation portant sur le respect de la règle prévue à l'article L.513-12 de ce Code, dans le cadre de toute émission d'obligations de financement de l'habitat d'une valeur unitaire au moins égale à EUR 500 millions.

Par décision en date du [●], le conseil d'administration de BPCE SFH a fixé le plafond maximum du programme d'émissions de ressources bénéficiant du privilège institué par l'article L.513-11 du Code monétaire et financier, à EUR [●] pour la période allant du [●] au [●].

Dans le cadre de ce programme trimestriel d'émissions, par décision en date du [●], le [●] de [●] a autorisé le lancement d'une nouvelle émission de ressources bénéficiant du privilège institué par l'article L.513-11 du Code monétaire et financier, pour un montant de [●] euros.

L'article L.513-12 du Code monétaire et financier dispose que le montant total des éléments d'actif des sociétés de financement de l'habitat doit être supérieur au montant des éléments de passif bénéficiant du privilège mentionné à l'article L.513-11 de ce même Code. Il nous appartient d'attester du respect de cette règle au titre de la présente opération.

Le respect de cette règle, après prise en compte de l'émission visée ci-dessus, a été vérifié sur la base d'informations financières estimées et prévisionnelles établies sous la responsabilité de votre conseil d'administration. Les informations financières prévisionnelles ont été établies à partir des hypothèses traduisant la situation future que vous avez estimée la plus probable à la date de la présente émission. Ces informations sont présentées en annexe à la présente attestation.

Nous avons effectué nos travaux sur la base des diligences que nous avons estimé nécessaires au regard de la doctrine professionnelle de la Compagnie Nationale des Commissaires aux Comptes relative à cette intervention. Ces diligences sont destinées à vérifier, sur la base des informations financières établies, le respect de la règle prévue par l'article L.513-12 du Code monétaire et financier et les modalités de calcul du ratio de couverture prévues par les dispositions du règlement n°99-10 du Comité de la Réglementation Bancaire et Financière.

Nos diligences ont notamment consisté à examiner le processus d'élaboration des informations financières estimées et prévisionnelles, établies à la date la plus proche de celle de la présente émission, afin d'en vérifier la cohérence dans la perspective de contrôler le respect de la règle prévue à l'article L.513-12 du Code monétaire et financier. En ce qui concerne les informations prévisionnelles, nous avons pris connaissance des hypothèses retenues et vérifié leur traduction chiffrée, étant rappelé que, s'agissant de prévisions présentant par nature un caractère incertain, les réalisations différeront parfois de manière significative des informations prévisionnelles établies.

Sur la base de nos travaux, nous n'avons pas d'observation à formuler sur le respect, par BPCE SFH, de l'article L.513-12 du Code monétaire et financier stipulant que le montant des éléments d'actif doit être supérieur au montant des éléments de passif privilégiés, après prise en compte de la présente émission visée ci-dessus.

Paris, le [●]

Le Contrôleur Spécifique

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**CAILLIAU DEDOUT ET ASSOCIES**

Laurent BRUN

## ANNEXE

Montants après prise en compte des émissions obligataires réalisées du [•] au [•], y compris la présente émission de [•] euros (date de règlement [•]).

En millions d'euros	Estimé	Prévisionnel
	Au [début de trimestre]	Au [fin de trimestre]
Total des emplois	[•]	[•]
Total des emplois pondérés	[•]	[•]
Total des ressources bénéficiant du privilège mentionné à l'article L.513-11 du Code monétaire et financier	[•]	[•]

## TAXATION

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

*The following is an overview limited to certain tax considerations in France relating to the payments made in respect of the 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 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 tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in or ownership and disposal of the Notes in light of its particular circumstances.*

### France

#### **French Withholding Tax**

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

Payments of interest and other income made by the Issuer with respect to Notes will not be subject to the withholding tax set out under Article 125 A III of the French General Tax Code (*Code général des impôts*), unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French General Tax Code (*Code général des impôts*) (a "**Non-Cooperative State**"). If such payments under the Notes are made in a Non-Cooperative State, a 75% withholding tax will be applicable (subject (where relevant) to certain exceptions summarised below and the more favorable provisions of any applicable double tax treaty) pursuant to Article 125 A III of the French General Tax Code (*Code général des impôts*). Notwithstanding the foregoing, Article 125 A III of the French General Tax Code (*Code général des impôts*) provides, that the 75% withholding tax will not apply in respect of a particular issue of Notes if the Issuer can prove that the principal purpose and effect of such issue of Notes was not that of allowing the payments of interest or other income 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), an issue of Notes will be deemed to have a qualifying purpose and effect, and accordingly will be able to benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of the issue of Notes if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French Monetary and Financial Code (*Code monétaire et financier*) or pursuant to an equivalent offer 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, an investment services provider, or by a 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 payments systems operator within the meaning of Article L.561-2 of the French Monetary and Financial Code (*Code monétaire et financier*), or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

Furthermore, by virtue of Article 238 A of the French General Tax Code (*Code général des impôts*), interest and other income paid by or on behalf of the Issuer with respect to such Notes may no longer be deductible from the Issuer's taxable income if they are paid or accrued to persons established or domiciled in a Non-Cooperative State or paid in such a Non-Cooperative State. Under certain conditions, any such non-deductible interest and other income may be recharacterised as deemed distributed income pursuant to Articles 109 *et seq.* of the French General Tax Code (*Code général des impôts*), in which case such non-deductible interest and other income may be subject to the withholding tax set out under Article 119 *bis* of the French General Tax Code (*Code général des impôts*), at a rate of 30% or 75%, subject to the more favourable provisions of any applicable double tax treaty.

However, neither the non-deductibility set out under article 238 A of the French General Tax Code (*Code général des impôts*) (as further specified by the official regulation (*Bulletin Officiel des Finances Publiques-Impôts*) published by French tax authorities on 11 February 2014, BOI-INT-DG-20-50-20142011, Section No. 550) 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 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 regulation published by French tax authorities on 11 February 2014 (*Bulletin Officiel des Finances Publiques – Impôts – BOI-INT-DG-20-50-20142011*, Section No. 550), an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of the issue of the Notes, if such 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 (*Code général des impôts*) subject to certain limited exceptions, interest and other similar revenues received as from 1 January 2013 by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 24% withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of 15.5% on interest and other similar revenues paid to individuals who are fiscally domiciled (*domiciliés fiscalement*) in France.

#### **United States Foreign Account Tax Compliance Act (FATCA)**

- (i) FATCA imposes a new information reporting regime on non-U.S. financial institutions ("**FFIs**") and potentially a 30% withholding tax with respect to certain payments to FFIs that are not deemed to be in compliance or otherwise exempt. The intent of FATCA is to prevent cross-border tax evasion by U.S. Persons by forcing FFIs to disclose information on its United States account holders to the U.S. Internal Revenue Service ("**IRS**") or otherwise face a potential 30% penalty withholding tax with respect to certain payments made to it, provided that those payments have a jurisdictional nexus to the United States.
- (ii) Under final FATCA regulations, an FFI can become FATCA compliant and thus avoid the penalty withholding tax by entering into an agreement with the IRS to become a "participating FFI". If the FFI becomes a participating FFI it will agree to, among other things, undertake a due diligence operation to identify its United States account holders, provide information annually with respect to those account holders, and to withhold on "passthru payments" that it makes to non-participating FFIs and to recalcitrant account holders (each a "**Recalcitrant Holder**"). The term "**passthru payments**" include both "withholdable payments" and "foreign passthru payments". Withholdable payments are, in general, limited to payments from sources within the United States. Under a controversial notice, the term "**foreign passthru payments**" would have included an amount equal to the payment multiplied by a passthru payment percentage, which would be a percentage based on the payor's U.S. assets divided by its total assets. However, the final FATCA regulations did not adopt this approach and the definition of the term foreign passthru payments is currently reserved.
- (iii) In general, the new withholding regime will be phased in beginning 1 July 2014 for withholdable payments and may also apply to foreign passthru payments, but in no event earlier than 1 January 2017. FATCA withholding will potentially be required unless the withholding agent can reliably associate the payment with applicable documentation requirements certifying that the payee is exempt from FATCA withholding (e.g., Forms W-8 and W-9 or other suitable or successor forms). Additionally, no amount is required to be withheld on instruments that are "grandfathered obligations" even if payments are made on that instrument after 30 June 2014. Grandfathered obligations include (i) any obligation that is outstanding on 1 July 2014 and, (ii) solely for purposes of a foreign passthru payment, any obligation that is executed on or before the date that is six (6) months after the date on which final regulations defining the term foreign passthru payment are filed with the Federal Register. In this paragraph, the term "**obligation**" includes instruments treated as indebtedness for U.S. Federal income tax purposes, but does not include instruments treated as equity for U.S. Federal income tax purposes. If an obligation is materially modified on or after the grandfathering date and is deemed to be reissued under certain income tax regulations issued by the IRS, the previously discussed exemptions relating to grandfathered obligations would not apply.
- (iv) The United States and a number of other jurisdictions (such as France) have announced their intention to negotiate intergovernmental agreements ("**IGAs**") to facilitate the implementation of FATCA. Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a "**Reporting FI**" not subject to withholding under FATCA on any

payments it receives. Further, an FFI in a Model 1 IGA jurisdiction generally would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) from payments it makes (unless it has agreed to do so under the U.S. "qualified intermediary", "withholding foreign partnership" or "withholding foreign trust" regimes). The Model 2 IGA leaves open the possibility that a Reporting FI might in the future be required to withhold as a participating FFI on payments made to recalcitrant account holders in certain instances and on foreign passthru payments. A Reporting FI governed by a Model 2 IGA may also have to withhold on payments made to noncompliant (or "non-participating FFIs"). Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. Pursuant to an anti-abuse rule in the case of significant non-compliance by a Reporting FI, the United States reserves the right to deny the benefits of an IGA to that institution. The United States and France have signed an agreement (the "**US-France IGA**") based largely on the Model 1 IGA.

- (v) The Issuer expects to be treated as a Reporting FI pursuant to the US-France IGA and does not anticipate being required to deduct amounts in respect of FATCA withholding on payments it makes. However, there can be no assurance that the Issuer will be treated as a Reporting FI, or that it would in the future be exempt from FATCA withholding on payments it makes. For example, the Issuer and financial institutions through which payments on the Notes are made could potentially be subject to FATCA withholding if (i) the payments are deemed to be from U.S. sources; (ii) one financial institution in the chain of payments is a FATCA withholding agent (e.g., a participating FFI); and (iii) any subsequent FFI through or to which payment on such Notes is made is not a participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA (i.e., not exempt from FATCA withholding) or an investor is a Recalcitrant Holder. If an amount in respect of FATCA withholding were to be deducted or withheld from interest, principal or other payments made in respect of the Notes, neither the Issuer nor any paying agent nor any other person would, pursuant to the conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding. As a result, investors may receive less interest or principal than expected.
- (vi) **FATCA is particularly complex and its application is uncertain at this time. The above discussion is based in part on existing regulations and other forms of guidance, all of which are subject to change. Noteholders should consult their own tax advisor to obtain a detailed explanation of FATCA and to learn how this legislation might affect their investment in their particular circumstances.**

## SUBSCRIPTION AND SALE

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

Subject to the terms and on the conditions contained in an amended and restated dealer agreement dated on or about the date of this Base Prospectus between the Issuer, the Arranger and the Permanent Dealers (the "**Dealer Agreement**"), the Notes will be offered by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer(s). The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two (2) or more Dealers.

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

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

### **Selling Restrictions**

#### **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 the Final Terms used in respect of the issue of the Notes to which it relates or in a supplement to this Base Prospectus.

Each Dealer has acknowledged that no action has been or will be taken in any jurisdiction by any Dealer that would permit an offer of the Notes to the public or the possession or distribution of this Base Prospectus or any other offering material in any country or jurisdiction where such an action for that purpose is required.

Each of the Dealers has undertaken that it will not, directly or indirectly, offer or sell any Notes, or distribute this Base Prospectus or any other material or any Final Terms relating to the Notes in or from any country or jurisdiction except in circumstances that will result in compliance with applicable laws, orders, rules and regulations.

#### **United States of America**

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold within the United States of America or to, or for the account or benefit of U.S. persons except in certain transactions exempt from the registration requirements of the U.S. Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act ("**Regulation S**").

Materialised 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) calendar days after the commencement of the offering of any identifiable Tranche, an offer or sale of 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 or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

#### **United Kingdom**

Each Dealer has represented and agreed that:

- (a) in relation to any 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 Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their

businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Market Act 2000, as amended ("**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 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 Notes in, from or otherwise involving the United Kingdom.

## **Japan**

The Notes have not been, and will not be, registered in Japan under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948 as amended, the "**FIEL**"). Accordingly, no Notes nor any interest therein will be offered, sold, resold or otherwise transferred directly or indirectly, in Japan or to or for the account of any resident of Japan or to others for re-offering or re-sale or otherwise re-transferred directly or indirectly, in Japan or to or for the account of any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEL and any other relevant laws, regulations and guidelines in force in Japan. For these purposes, resident of Japan has the meaning defined in Article 6, paragraph 1, sub-paragraph 5 of the FIEL of Japan (Law No. 228 of 1949 as amended).

## **European Economic Area**

Each Dealer has represented and agreed that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the 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 Notes to the public in that Member State:

- (a) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that 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 in the Prospectus Directive;
- (c) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in paragraphs (a) 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) an "**offer of Notes to the public**" in relation to any 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 Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, (ii) "**Prospectus Directive**" means Directive 2003/71/EC of the European Parliament and of the Council dated 4 November 2003, as amended, and includes any relevant implementing measure of such directive in each relevant Member State.

## **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, Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes, except in the period beginning and ending on the dates specified for such purpose in the Final Terms relating to such 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, the French *Code monétaire et financier* and the *Règlement Général* of the *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 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 offering material relating to the Notes and that such offers, sales, transfers and distributions have been made and will be made in France only to:

- (a) qualified investors (*investisseurs qualifiés*) acting for their own account; and/or
- (b) 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*);

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 (*Code monétaire et financier*).

Each Dealer has represented and agreed that the Materialised Notes will only be issued outside the French territory.

### **Italy**

No application has been or will be made by any person to obtain an authorisation from the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") for the public offering (*offerta al pubblico*) of the Notes in the Republic of Italy. Accordingly, each Dealer has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, and has not distributed and will not distribute and has not made and will not make available in the Republic of Italy any Notes, the relevant Base Prospectus or any other offering material relating to the Notes other than:

- (a) to qualified investors (*investitori qualificati*), including individuals and small and medium size enterprises, as defined by CONSOB Regulation No. 11971 of 14 May 1999, as amended and supplemented, on the basis of the relevant criteria set out by the Prospectus Directive, as amended, pursuant to art. 100, paragraph 1, lett. a) of D.Lgs. No. 58 of 24 February 1998, as amended and supplemented (the "**Financial Laws Consolidated Act**"); or
- (b) in any other circumstances where an express exemption from compliance with the rules relating to public offers of financial products (*offerta al pubblico di prodotti finanziari*) provided for by the Financial Laws Consolidated Act and the relevant implementing regulations (including CONSOB Regulation No. 11971 of 14 May 1999, as amended and supplemented) applies.

Any offer, sale or delivery of the Notes or any offering material relating to the Notes in the circumstances described in the preceding paragraphs (a) and (b) shall be made:

- (i) only by banks, investment firms (*imprese di investimento*) or financial companies, to the extent duly authorised to engage in the placement and/or underwriting (*collocamento e/o sottoscrizione*) of financial instruments (*strumenti finanziari*) in Italy in accordance with the Italian Legislative Decree No. 385 of 1 September 1993, as amended and supplemented, the Financial Laws Consolidated Act and the relevant implementing regulations; and
- (ii) in accordance with all applicable Italian laws and regulations, including all relevant securities and tax laws and regulations and any limitations as may be imposed from time to time by CONSOB or other regulators.

### **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 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 such further action for that purpose is required.

This Base Prospectus has not been, and will not be, filed with the German Financial Supervisory Authority.

In particular, the German law 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 (*Vermögensanlagegesetz*) exempting such offering, sale or public promotion from the requirement to publish a prospectus or any laws replacing the *Vermögensanlagegesetz* or any other laws applicable in Germany governing the issue, offering and sale of registered bonds (*Namenschuldverschreibungen*).

## GENERAL INFORMATION

- (1) Application has been made to the AMF to approve this document as a base prospectus and this Base Prospectus has received visa No. 17-209 on 18 May 2017. Application will be made in certain circumstances to admit the French law Notes to trading on Euronext Paris and application may be made for the listing and/or admission to trading of French law Notes on any other Regulated Market.
- (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 Notes under the Programme, to the extent that such Notes constitute *obligations* under French law, requires the prior authorisation of the Issuer Board of Directors, which may delegate its power to any other member of the Board, to the Chief Executive Officer, or with the latter's consent to any of the Deputy Executive Officers, or to any other person.

The Board of Directors of the Issuer (i) has authorised on 16 December 2016 the issue of Notes under the Programme for an amount of Euro 2,000,000,000 for 2017 and delegated to Olivier Irisson, Chairman of the Board of Directors of the Issuer, Roland Charbonnel, Chief Executive Officer of the Issuer, and Jean-Philippe Berthaut, Deputy Executive Officer of the Issuer, each acting separately the power to decide such issues and (ii) has decided on 26 April 2017 the increase of the annual maximum amount of borrowings for 2017 from Euro 2,000,000,000 to Euro 2,500,000,000.

- (3) There has been no significant change in the financial or trading position and no material adverse change in the prospects of the Issuer since 31 December 2016.
- (4) The Issuer is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceeding which are pending or threatened of which the Issuer is aware), during the last twelve (12) months preceding the date of this Base Prospectus which may have, or have had in the recent past, significant effects on the Issuer and/or its group's financial position or profitability.
- (5) 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 Network Guarantee System being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to holders of French law Notes and holders of German law Notes.
- (6) In relation to any tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the relevant Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes.
- (7) Application may be made for French law Notes to be accepted for clearance through Euroclear France (66, rue de la Victoire, 75009 Paris, France) and/or Euroclear (Boulevard du Roi Albert II, 1210 Bruxelles, Belgique) and Clearstream, Luxembourg (42, avenue John F. Kennedy, 1855 Luxembourg, Luxembourg). 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 Notes will be set out in the relevant Final Terms.
- (8) The Issuer's statutory auditors are:
  - PricewaterhouseCoopers Audit (63, rue de Villiers – 92208 Neuilly-sur-Seine – France) and
  - KPMG Audit, a department of KPMG S.A (2, avenue Gambetta 92066 Paris La Défense Cedex – France),both entities being regulated by the *Haut Conseil du Commissariat aux Comptes*, duly authorized as *commissaires aux comptes* and registered with the *Compagnie Régionale des Commissaires aux Comptes de Versailles*.
- (9) The Issuer's statutory auditors have audited the non-consolidated financial statements of the Issuer for the fiscal years ended 31 December 2016 and 31 December 2015. The Issuer does not produce consolidated financial statements.
- (10) The Issuer's specific controller is Cailliau Dedouit et Associés (19, rue Clément Marot – 75008 Paris – France), represented by Laurent Brun.
- (11) The Issuer does not intend to provide post-issuance transaction information regarding the French law Notes to be listed and/or admitted to trading on any Regulated Market and the performance of the underlying collateral, except if required by any applicable laws and regulations.

- (12) In connection with the issue of any Tranche of French law Notes, the Dealer or Dealers (if any) named as the stabilising manager(s) (the "**Stabilising Manager(s)**") (or persons acting on behalf of any Stabilising Manager(s)) in the relevant Final Terms may over-allot French law Notes or effect transactions with a view to supporting the market price of the French law 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 Final 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) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.
- (13) This Base Prospectus, any supplements thereto (if any) and, so long as Notes are listed and/or admitted to trading on any Regulated Market and/or offered to the public in accordance with the Prospectus Directive, the Final Terms relating to such Notes will be published on the websites of BPCE ([www.bpce.fr](http://www.bpce.fr)) and of the AMF ([www.amf-france.org](http://www.amf-france.org)).

In addition, should the French law Notes be listed and/or admitted to trading on a Regulated Market other than Euronext Paris in accordance with the Prospectus Directive, the Final Terms related to those French law Notes will provide whether this Base Prospectus and the relevant Final Terms will be published on the website of (x) the Regulated Market where the French law Notes have been listed and/or admitted to trading, or (y) the competent authority of the Member State of the EEA where the French law Notes have been listed and/or admitted to trading.

- (14) So long as Notes are capable of being issued under the Programme, copies of the following documents will, when published, be available during normal business hours on any Business Day, at the registered office of the Issuer and at the specified office of the Paying Agent(s):
- (a) the by-laws (*statuts*) of the Issuer;
  - (b) the Paying Agency Agreement (which notably includes the form of the *lettre comptable*, Temporary Global Certificates, Definitive Materialised Notes, Coupons, Receipts, Talons and the terms and conditions of the German law Notes, all attached as schedules thereto);
  - (c) the Final Terms for French law Notes that are admitted to trading on Euronext Paris or listed and/or admitted to trading on any other Regulated Market and/or offered to the public in any Member State of the EEA;
  - (d) a copy of this Base Prospectus together with any supplement thereto that may be published from time to time or further Base Prospectus;
  - (e) any document incorporated by reference in this Base Prospectus;
  - (f) the latest quarterly borrowing programme of the Issuer and the specific controller's certificate relating thereto which are usually delivered at the beginning of each quarter;
  - (g) all reports, letters and other documents, 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 specific controller in respect of each issue of Notes in a principal amount equal to or above Euro 500,000,000 (or its equivalent in any other currency) of the relevant issue; and
  - (h) the audited non-consolidated financial statements of the Issuer for the two latest fiscal years.

## RESPONSIBILITY OF THE BASE PROSPECTUS AND VISA OF THE AMF

### Persons responsible for the information given in the Base Prospectus

#### In the name of the Issuer

We accept responsibility for the information contained in this document. To the best of our 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.

Executed in Paris, on 18 May 2017

#### **BPCE SFH**

50, avenue Pierre Mendès France  
75013 Paris

Represented by: Jean-Philippe Berthaut, Deputy Executive Officer (*Directeur Général Délégué*)



In accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and with the General Regulations (*Règlement Général*) of the *Autorité des marchés financiers* ("**AMF**"), in particular Articles 212-31 to 212-33, the AMF has granted to this Base Prospectus the visa No. 17-209 on 18 May 2017. This document may only be used for the purposes of a financial transaction if completed by Final Terms. It was prepared by the Issuer and its signatories assume responsibility for it.

In accordance with Article L.621-8-1-I of the French *Code monétaire et financier*, the visa was granted following an examination by the AMF of whether the document is complete and comprehensible, and whether the information it contains is consistent. It does not imply that the AMF has verified the accounting and financial data set out in it.

Pursuant to Article 212-32 of the General Regulations (*Règlement général*) of the AMF, each issue or admission of notes under this base prospectus will require the publication of final terms.

## INDEX OF DEFINED TERMS

2011 Conditions .....	68	Broken Amount.....	78
2012 Conditions .....	68	BRRD .....	13, 35, 176
2013 Conditions .....	68	Business Centre(s) .....	75
2014 Conditions .....	68	business day .....	88
2015 Annual Financial Report .....	68	Business Day.....	74
2015 Conditions .....	68	Calculation Agent .....	79
2016 Conditions .....	68	Calculation Period.....	75
2016 Financial Statements .....	68	Change of Interest Basis .....	81
30/360 .....	76	Clearstream, Luxembourg.....	1, 72, 100
30/360-FBF .....	76	Collateral Directive .....	38
30E/360 .....	76	Collateral Security .....	61, 122, 171
30E/360-FBF.....	76	Collateral Security Asset.....	122
360/360 .....	76	Collateral Security Fee.....	129
Account Bank Required Ratings .....	119	Collection Loss Reserve Account .....	125
Account Holder .....	72	Collection Loss Trigger Event .....	125
ACPR .....	101	Common Depository .....	100
Actual 30A/360 (American Bond Basis).....	76	Conditions .....	71
Actual/360.....	76	Conditions Définitives .....	18, 180
Actual/365.....	75	CONSOB .....	202
Actual/365 (Fixed) .....	75	Couponholders .....	71
Actual/365-FBF .....	75	Coupons .....	71
Actual/Actual-FBF.....	75	CRA Regulation.....	1, 59, 151, 163
Actual/Actual-ICMA .....	75	Crédit .....	21, 183
Actual/Actual-ISDA.....	75	Credit Facility .....	8, 60, 122, 171
Additional Borrower .....	61, 131	Credit Facility and Collateral Framework Agreement.....	60, 122
Additional Guarantor .....	61, 131	Day Count Fraction.....	75
Administrative Agent.....	115	Dealer.....	5
AMF.....	1, 5, 18, 59, 68, 143, 155, 167, 180, 205	Dealer Agreement .....	200
Amortisation Yield.....	85	Dealers .....	53
Amortised Nominal Amount.....	85	Definitive Materialised Notes .....	1, 73, 100
Asset Contractual Documentation.....	126	Deloitte et Associés.....	134
Asset Cover Test.....	66, 137	Dematerialised Notes .....	1, 10, 58, 72, 172
Asset Cover test Date .....	137	Determination Date.....	75
Asset Cover Test Date.....	66	Determination Period .....	75
Asset Issuer Hedging Transaction(s).....	139	Directive Prospectus .....	18, 180
Asset Records.....	126	DRRB .....	27, 188
Asset Report.....	126	ECB.....	36
Asset Report Date .....	126	EEA.....	1, 5, 58, 71, 167
Authorised Offeror .....	5, 51, 168	EEE .....	18, 180
bail-in tool.....	36	<i>Éléments</i> .....	18
Bank .....	88	Eligible Asset.....	61, 123
Bank Recovery and Resolution Directive .....	35	Eligible Hedging Provider .....	140
Banking Law .....	36	Emetteur.....	18, 180
Base Prospectus.....	5, 143, 155, 167	Emprunteurs .....	21, 183
Benchmark .....	74	EMTN Previous Conditions.....	68
Bond Basis .....	76	Enforcement Proceeds .....	127
Borrower .....	8, 171	Enforcing Party .....	127
Borrower Hedging Agreement(s).....	139	Etat Membre .....	18, 180
Borrower Hedging Transaction(s).....	139	Etats de l'Offre au Public .....	181
Borrower Loan .....	60	Euribor .....	79
Borrower Loans.....	8, 171	Euro Zone .....	77
Borrowers.....	61, 131	Eurobond Basis .....	76
Borrower Loan.....	71, 122	Euroclear .....	1, 72, 100
BPCE.....	71	Exception .....	56, 197
Breach of Asset Cover test.....	124	Exchange Date .....	100, 150, 162
Breach of Asset Cover Test.....	66, 137	Exercise Notice .....	84
Breach of Collection Loss Reserve Funding Requirement .....	125	Existing Notes.....	144, 156
Break Costs .....	122	Extended Final Maturity Date.....	83

<i>FATCA</i> .....	37	Issuer .....	1, 5, 71, 167
FBF .....	77	Issuer Board of Directors .....	101
FBF Definitions .....	77	Issuer Hedging Agreement(s) .....	139
FBF Master Agreement .....	77	Issuer Hedging Transaction(s) .....	139
FBF Rate .....	79	Issuer's Assets .....	118
FFIs .....	198	Law .....	131
FIEL .....	201	Lender .....	60, 122
Final Terms .....	1, 5, 54, 59, 71, 143, 155, 167	Lender Collection Account .....	127
Financial Centre(s) .....	88	Lender Margin .....	60, 122
Financial Laws Consolidated Act .....	202	Marché Réglementé .....	27
Fiscal Agent .....	71	Market Interest Rate .....	47
Fixed Coupon Amount .....	78	<i>Masse</i> .....	13, 26, 58, 89
Fixed Rate .....	47	Material Adverse Effect .....	62
Fixed Rate Notes .....	73	Materialised Notes .....	1, 10, 58, 72, 172
Fixed/Fixed Rate Notes .....	73	Mazars .....	134
Fixed/Floating Rate .....	73	Member State .....	5, 167
Floating Rate .....	47, 79	Moody's .....	1, 10, 23, 59, 172, 185
Floating Rate Determination Date .....	79	Moody's Collection Loss Trigger Event .....	125
Floating Rate Notes .....	73	Mortgage .....	123
Floating/Floating Rate Notes .....	73	MREL .....	36
foreign passthu payments .....	198	Network .....	131
French law Notes .....	1, 53	Network Guarantee System .....	62, 72, 131
FSMA .....	201	Networks .....	62, 72
FTT .....	37	Non-Compliance with the Asset Cover Test .....	66
General Meeting .....	46, 58, 89	Non-Compliance with the Asset Cover Test .....	124
German law Notes .....	1, 53	Non-Compliance with the Asset Cover Test .....	137
Group .....	62, 71, 131	Non-Cooperative State .....	56, 197
Group Enforcement Notice .....	129	Non-exempt Offer .....	5, 51, 168, 201
Group Event of Default .....	62, 128	Note Calculation Agent .....	71, 79
Guarantor Collection Account .....	126	Note Issuer Hedging Transaction(s) .....	138
Guarantors .....	61, 131	Noteholder .....	72
Hedging Agreement(s) .....	139	Notes .....	1, 5, 143, 155, 167
Hedging Letter .....	138	obligation .....	198
Hedging Required Rating .....	140	Obligors .....	61
Hedging Strategy .....	138	Obligors .....	131
Hedging Transaction(s) .....	139	Obligors' Agent .....	62
Hedging Trigger Event .....	140	offer of Notes to the public .....	201
Hire Act .....	60	Offer Period .....	5, 51, 165, 168
holder of any Note .....	72	Offrant Autorisé .....	181
Home Loan .....	123	Offre Non-exemptée .....	181
Home Loan Guarantee .....	123	Offre Non-Exemptée .....	18
Home Loan Guarantor .....	123	Ordonnance .....	36
Home Loan Receivable .....	124	Original Borrower .....	61, 131
Home Loan Receivables .....	124	Original Guarantor .....	61, 131
Home Loan Security .....	123	outstanding .....	72
Home Loans Eligibility Criteria .....	123	Page .....	57
IGAs .....	198	Participating Member States .....	37
Independent Member .....	112	passthu payments .....	198
Insolvency Event .....	62, 128	Paying Agency Agreement .....	71
Interest Accrual Period .....	77	Paying Agents .....	71
Interest Amount .....	77	Période d'Offre .....	18, 181
Interest Commencement Date .....	77	Permanent Dealer .....	53
Interest Determination Date .....	77	Post-Enforcement Calculation Date .....	126
Interest Payment Date .....	77	Pre-Enforcement Currency Hedging Transaction .....	138
Interest Period .....	77	Prêts .....	21, 183
Interest Period Date .....	77	PricewaterhouseCoopers Audit .....	134
Investisseur .....	181	Principal Paying Agent .....	71
Investor .....	51, 168	<i>Privilège</i> .....	53, 74
Investor's Currency .....	49	Programme .....	1, 5, 18, 53, 167, 180
IRS .....	37, 198	Programme Document(s) .....	33
ISDA Definitions .....	77	Programme Documents .....	53
ISDA Rate .....	78		

Proposed Directive.....	37	Selection Date.....	123
Prospectus.....	5, 18, 51, 154, 167, 180	Series.....	10, 54, 71, 138
Prospectus de Base.....	18, 180	Servicing Procedure.....	125
Prospectus Directive.....	5, 51, 143, 155, 167, 201	Soft Bullet Notes.....	83
Public Offer Jurisdictions.....	165, 168	Souche".....	23
Rate of Interest.....	77	Specified Currency.....	78
Rating Agencies.....	1, 59	Specified Denomination(s).....	73
Rating Confirmation.....	59	SRB.....	36
Recalcitrant Holder.....	198	SRM Regulation.....	36
Receiptholdes.....	71	Subsidiary.....	124
Receipts.....	71	Substitute Servicer.....	125, 127
Recent Hedging Fixed Rate.....	140	Substitution Assets.....	120
Registration Agent.....	72	Switch Date.....	81
Règles.....	18	Talons.....	71
Regulated Market.....	1, 13, 59, 72	TARGET Business Day.....	75
Regulation S.....	59, 200	TARGET System.....	75
Relevant Date.....	77	TEFRA.....	60
Relevant Rate.....	78	TEFRA C Rules.....	60
Remitted Assets.....	118	TEFRA D Rules.....	60
Reporting FI.....	198	Temporary Global Certificate.....	1, 100
Representative.....	58, 89	The Obligors' Agent.....	60
Rules.....	5, 51	Titres.....	18, 180
S&P.....	1, 10, 23, 172, 185	Titres Dématérialisés.....	23, 185
S&P Collection Loss Trigger Event.....	125	Titres Matérialisés.....	23, 185
S&P Initial Required Rating.....	140	Tranche.....	10, 23, 54, 71
S&P Replacement Option 1.....	141	Transaction.....	79
S&P Replacement Option 2.....	141	Transferred Assets.....	41, 119
S&P Replacement Option 3.....	141	US-France IGA.....	199
S&P Replacement Option 4.....	141	Utilisation.....	66, 137
S&P Subsequent Required Rating.....	141	Utilisation Date.....	66, 137
Secured Liabilities.....	61	Zero Coupon Notes.....	73
Securities Act.....	200		

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