



€ 6,000,000,000  
**Euro Medium Term Note Programme**

Under the Euro Medium Term Note Programme (the "**Programme**") described in this document (the "**Prospectus**"), Groupe Auchan S.A. ("**Groupe Auchan**" or an "**Issuer**") and Banque Accord S.A. ("**Banque Accord**" or an "**Issuer**") and, together with Groupe Auchan, the "**Issuers**", subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the "**Notes**"). The aggregate nominal amount of Notes outstanding under this Programme will not at any time exceed €6,000,000,000 (or the equivalent in any other currency). This Prospectus replaces and supersedes the Prospectus dated September 23<sup>rd</sup>, 2009 as supplemented by a First Supplement dated May 7<sup>th</sup>, 2010.

For the avoidance of doubt, any Notes issued under the Programme on or after the date of this Prospectus are issued subject to the provisions described herein. This does not affect any Notes already in issue.

Application has been made to the Commission de Surveillance du Secteur Financier (the "**CSSF**") in Luxembourg for approval of this Prospectus, in its capacity as competent authority pursuant to article 7 of the loi relative aux prospectus pour valeurs mobilières dated July 10<sup>th</sup>, 2005 which implements the Directive 2003/71/EC of November 4<sup>th</sup>, 2003 on the prospectus to be published when securities are offered to the public or admitted to trading (the "**Prospectus Directive**").

Application may be made (i) to the Luxembourg Stock Exchange during a period of twelve (12) months after the date of this Prospectus for Notes issued under the Programme to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange and/or (ii) to the competent authority of any other Member State of the European Economic Area ("**EEA**") for Notes issued under the Programme to be listed and admitted to trading on a Regulated Market (as defined below) in such Member State. The regulated market of the Luxembourg Stock Exchange is a regulated market for the purposes of the Investment Services Directive 2004/39/EC on financial instruments markets (a "**Regulated Market**").

However, Notes may be issued pursuant to the Programme which are not listed and admitted to trading on any Regulated Market.

The relevant final terms (the "**Final Terms**") (the substantial form of which is contained herein) in respect of the issue of any Notes will specify whether or not such Notes will be listed and admitted to trading on any Regulated Market, and, if so, the relevant Regulated Market in the EEA.

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 Article L.211-3 of the French Code monétaire et financier. No physical documents of title will be issued in respect of the Dematerialised Notes. Dematerialised Notes may, at the option of the Issuer, be in bearer form (au porteur) inscribed as from the issue date in the books of Euroclear France ("**Euroclear France**") (acting as central depository) which shall credit the accounts of Account Holders (as defined in "Terms and Conditions of the Notes – Form, Denomination, Title and Redenomination") including Euroclear Bank S.A./N.V. ("**Euroclear**") and the depository bank for Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") or in registered form (au nominatif) and, in such latter case, at the option of the relevant Noteholder (as defined in "Terms and Conditions of the Notes-Form, Denomination, Title and Redenomination"), in either fully registered form (au nominatif pur), in which case they will be inscribed in an account maintained by the Issuer or by the registration agent (designated 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 Noteholders.

Materialised Notes will be in bearer form only and may only be issued outside France. A temporary global certificate in bearer form without interest coupons attached (a "**Temporary Global Certificate**") will initially be issued in connection with Materialised Notes. Such Temporary Global Certificate will be subsequently exchanged for definitive Materialised Notes with, where applicable, coupons for interest or talons attached on or after a date expected to be on or about the 40<sup>th</sup> day after the issue date of the Notes (subject to postponement as described in "Temporary Global Certificates issued 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 (as defined below) intended to be cleared through Euroclear and/or Clearstream, Luxembourg, be deposited on the issue date with a common depository on behalf of Euroclear and/or Clearstream, Luxembourg or (b) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear and/or Clearstream, Luxembourg or delivered outside a clearing system, be deposited as agreed between the Issuer and the relevant Dealer (as defined below).

Notes issued under the Programme may be rated or unrated. The rating, if any, will be specified in the relevant Final Terms. Credit ratings are subject to revision, suspension or withdrawal at any time by the relevant rating organisation. 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.

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

*This document (together with all supplements thereto from time to time) constitutes two base prospectuses for the purposes of Article 5.4 of the Prospectus Directive: (i) the base prospectus for Groupe Auchan and (ii) the base prospectus for Banque Accord (together, the “**Prospectus**”) for the purpose of giving information with regard to the Issuers and their consolidated subsidiaries taken as a whole and the Notes which, according to the particular nature of the Issuers and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuers.*

*The final terms of the relevant Notes will be determined at the time of the offering of each Tranche based on then prevailing market conditions and will be set out in the relevant Final Terms. In relation to each Tranche of Notes, the Prospectus must be read with the applicable Final Terms.*

*This Prospectus is to be read in conjunction with all documents which are or may be incorporated herein by reference in accordance with Article 15 of the Loi relative aux prospectus pour valeurs mobilières dated 10 July 2005 and Article 28 of the European Commission Regulation n°809/2004 dated 29 April 2004 (see “**Documents Incorporated by Reference**” below).*

*No person is or has been authorised to give any information or to make any representation other than those contained in this 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 Groupe Auchan or Banque Accord, or any of the Dealers (each as defined in “**General Description of the Programme**”). Neither the delivery of this 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 Groupe Auchan or Banque Accord, as the case may be, or those of the Auchan Group since the date hereof or the date upon which this Prospectus has been most recently supplemented or that there has been no adverse change in the financial position of either Groupe Auchan or Banque Accord, as the case may be, or that of the Auchan Group since the date hereof or the date upon which this 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.*

*For the avoidance of doubt, the “**Auchan Group**” means the Issuers and any legal person within each of the Issuers’ scope of consolidation which is directly or indirectly under the control of the Issuers within the meaning of Article L.233-3 of the French Commercial Code.*

*The distribution of this Prospectus and of any final terms under the Programme, and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by Groupe Auchan, Banque Accord and the Dealers to inform themselves about and to observe any such restriction. The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or other jurisdiction of the United States, and the Notes may include Materialised Notes in bearer form that are subject to U.S. federal income tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to the account or benefit of U.S. persons. The Notes are being offered and sold outside the United States of America to non-U.S. persons in reliance on Regulation S under the Securities Act. For a description of these and certain further restrictions on offers and sales of Notes and on distribution of this Prospectus, see “**Subscription and Sale**”.*

*This Prospectus does not constitute an offer of, or an invitation by or on behalf of Groupe Auchan, Banque Accord or the Dealers to subscribe for, or purchase, any Notes.*

*The Dealers have not separately verified the information contained in this Prospectus. None 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 in this Prospectus. Neither this Prospectus nor any other information incorporated by reference are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of Groupe Auchan, Banque Accord or the Dealers that any recipient of this Prospectus or any other information incorporated by*

reference should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers undertakes to review the financial condition or affairs of Groupe Auchan, Banque Accord or the Auchan Group during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers.

In connection with the issue of any Tranche (as defined in Condition 1(e) of the Terms and Conditions of the 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 applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager(s)) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the Final Terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of thirty (30) days after the issue date of the relevant Tranche and sixty (60) days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment shall be conducted in accordance with all applicable laws and rules.

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

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## PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE PROSPECTUS

To the best knowledge of Groupe Auchan and Banque Accord (having taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and contains no omission likely to affect its import. The Issuers accept responsibility accordingly.

Groupe Auchan  
40, avenue de Flandre  
59170 CROIX

Banque Accord  
*Registered office :*      *Administrative office :*  
40, avenue de Flandre      4-6, rue Jeanne Maillotte  
59170 CROIX                      59110 LA MADELEINE

Duly represented by :

**Vianney MULLIEZ**

Chairman of the Board of Directors

Duly represented by :

**Jérôme GUILLEMARD**

Chairman of the Board of Directors

and/or

**Xavier DELOM de MEZERAC**

Member of the Board of Directors

## GENERAL DESCRIPTION OF THE PROGRAMME

*The following general description of the Programme does not purport to be complete and is taken from, and is qualified in its entirety by the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The Notes will be issued on such terms as shall be agreed between the Issuer and the relevant Dealer(s) and, unless specified to the contrary in the relevant Final Terms, will be subject to the Terms and Conditions of the Notes set out in this Base Prospectus.*

Words and expressions defined in the Terms and Conditions of the Notes below shall have the same meanings in this general description.

<b>Issuers:</b>	Groupe Auchan Banque Accord.
<b>Dealers:</b>	The core banking partners which have signed or will sign with the Issuers a dealer agreement or, as the case may be, an amended and restated dealer agreement regarding the Programme, effective as of the date of the Programme.
<b>Programme Limit:</b>	<p>Up to €6,000,000,000 (or its equivalent in other currencies at the date of the issue) aggregate nominal amount of Notes outstanding at any one time.</p> <p>Pursuant to their corporate authorisations, the Issuers can issue Notes up to a maximum aggregate nominal amount of €6,000,000,000.</p> <p>The maximum aggregate principal amount of Notes which may be outstanding under the Programme may be increased from time to time, subject to compliance with, as the case may be, the relevant provisions of the dealer agreement or amended and restated dealer agreement signed between the Issuers and their core banking partners.</p>
<b>Agents:</b>	For the purposes of the Prospectus and as the case may be, any Agent to be appointed such as, but not limited to, the Calculation Agent, the Consolidation Agent, the Fiscal Agent, the Listing Agent, the Principal Paying Agent, the Paying Agents, the Redenomination Agent, the Replacement Agent or any other agent to be designated by the Issuers, shall be appointed in the relevant Final Terms in accordance with, if any, the Agency Agreement as defined herein, except otherwise agreed.
<b>Method of Issue:</b>	The Notes will be issued on a syndicated or non-syndicated basis.
<b>Maturities:</b>	Subject to compliance with all relevant laws, regulations and directives, any maturity from seven (7) days from the date of original issue.
<b>Currencies:</b>	Euro, U.S. Dollar, Japanese yen, Swiss franc, Sterling and any other currency specified in the relevant Final Terms.

**Commercial terms of the Notes (price, amount, interest rate, etc.):**

The commercial terms and conditions of the Notes of each Series of Notes will be set out in the applicable Final Terms.

**Denomination(s):**

Notes shall be issued in the Specified Denomination(s) set out in the relevant Final Terms, save that the Notes admitted to trading on a Regulated Market in a Member State of the European Economic Area (an “**EEA State**”) or offered to the public in an EEA State in circumstances which require the publication of a prospectus under the Prospectus Directive (given that any exemption regime, as set out in the Directive Prospectus, could apply in contemplation of the relevant issue) shall have a minimum denomination of €50,000 (or its equivalent in any other currency), or such higher amount as may be allowed or required from time to time by the relevant monetary authority or any laws or regulations applicable to the relevant Specified Currency.

In addition, Notes (including Notes denominated in Sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the Financial Services and Markets Act 2000 (“**FSMA**”) will have a minimum denomination of £100,000 (or its equivalent in other currencies).

Dematerialised Notes will be issued in one denomination only.

**Status of Notes:**

Unsubordinated or Subordinated Notes.

**Form of Notes:**

Dematerialised Notes or Materialised Notes.

Dematerialised Notes may be issued in bearer dematerialised form (*au porteur*) or in registered dematerialised form (*au nominatif*).

Materialised Notes will be in bearer form only.

**Negative Pledge:**

There will be a negative pledge in respect of Unsubordinated Notes.

**Events of Default:  
(including cross default)**

There will be events of default and a cross-default in respect of Unsubordinated Notes; Subordinated Notes will be repayable in the event of the liquidation of the relevant Issuer only.

**Redemption:**

The relevant Final Terms will specify the conditions under which the Notes may be redeemed prior to maturity at the option of the Noteholder or the relevant Issuer. Unless permitted by then current laws and regulations, Notes (including Notes denominated in sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA must have a minimum redemption amount of £100,000 (or its equivalent in other currencies), unless such Notes may not be redeemed until the first anniversary of their date of issue.

- Optional Redemption:** The Final Terms issued in respect of each issue of Notes shall 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.
- Redemption by instalments:** The Final Terms issued in respect of each issue of Notes that are redeemable in two or more instalments shall set out the dates on which, and the amounts in which, such Notes may be redeemed.
- Taxation Redemption:** The Notes will be subject to redemption at the option of the relevant Issuer for taxation reasons.
- Taxation (Withholding tax):**
1. All payments of principal and interest by or on behalf of Groupe Auchan or Banque Accord in their capacity as Issuers in respect of the Notes shall be made free and clear of, without withholding or deduction for, any taxes, duties, assessments of governmental charges of whatever nature imposed, levied, collected, withheld or assessed within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.
  2. Notes issued under the Programme (except Notes that are issued on or after March 1<sup>st</sup>, 2010 and which are to be consolidated (*assimilables* for the purpose of French law) with Notes issued before March 1<sup>st</sup>, 2010 having the benefit of Article 131 quater of the French *Code Général des Impôts*) fall under the new French withholding tax regime pursuant to the French *loi de finances rectificative pour 2009 n°3* (n°2009-1674 dated December 30<sup>th</sup>, 2009) applicable as from March 1<sup>st</sup>, 2010 (hereinafter referred to as the “**Law**”), as interpreted by the French tax authorities in a public ruling (*rescrit* n°2010/11 (FP and FE) dated February 22<sup>nd</sup>, 2010 – hereinafter referred to as the “**Ruling**”).

Payment of interest and other revenues made by the Issuers on Notes will not be subject to the withholding tax set out under Article 125 A III of the French *Code Général des Impôts* unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif* also referred to as *ETNC*) within the meaning of Article 238-0 A of the French *Code Général des Impôts* (hereinafter referred to as a “**Non-Cooperative State**”).

If such payments under the Notes are made in a Non-Cooperative State, a fifty per cent. (50%) withholding tax will be applicable (subject to certain exceptions described below and the more favourable provisions of any applicable double tax treaty) by virtue of Article 125 A III of the *French Code Général des Impôts*.

In furtherance of the foregoing, according to Article 238 A of the French *Code Général des Impôts* interest and other revenues on such Notes will no longer be deductible from the Issuers’ taxable income, as from the fiscal year starting on or after January 1<sup>st</sup>, 2011, if they are paid or accrued to



persons established in a Non-Cooperative State or paid in such Non-Cooperative State. Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 of the French *Code Général des Impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 bis 2 of the French *Code Général des Impôts*, at a rate of twenty-five per cent. (25%) or fifty per cent. (50%) (subject to the more favourable provisions of any applicable double tax treaty).

Notwithstanding the foregoing, the Law provides that neither the fifty per cent (50%) withholding tax set out under Article 125 A III of the French *Code Général des Impôts* nor, to the extent the relevant interest or other revenues relate to actual operations and are not in an abnormal or exaggerated amount, the non-deductibility will apply if the relevant Issuer can prove that the principal purpose and effect of a particular issue of Notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (such situation being hereinafter referred to as the “**Exception**”). Pursuant to the Ruling, an issue of Notes will benefit from the Exception without the Issuers having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French *Code Monétaire et Financier* or pursuant to an equivalent offer in a State other than a Non-Cooperative State. For this purpose, an “equivalent offer” means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or
- (ii) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment service provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or
- (iii) admitted, at the time of the issue, to the operations of a central depository or of a securities clearing and delivery payment systems operator within the meaning of Article L.561-2 of the French *Code Monétaire et Financier*, or of one or more similar foreign depositories or operated provided that such depository or operator is located in a Non-Cooperative State.

3. Interest and other revenues on notes issued (or deemed issued) outside France as provided under Article 131 quater of the French *Code Général des Impôts*, after March 1<sup>st</sup>, 2010 and which are to be consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued before March 1<sup>st</sup>, 2010 will continue to be exempt from the withholding tax set out under Article 125 A III of the *French Code Général des Impôts*.

In addition, interest and other revenues paid by the Issuers on Notes issued after March 1<sup>st</sup>, 2010 and which are to be consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued before March 1<sup>st</sup>, 2010 will not be subject neither to the non-deductibility set out under Article 238 A of the French *Code General des Impôts* nor to the withholding tax set out under Article 119 *bis* 2 of the French *Code Général des Impôts* solely on the account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

For the avoidance of doubt, Notes issued before March 1<sup>st</sup>, 2010 but which maturity is extended on or after March 1<sup>st</sup>, 2010 would fall under the new French withholding tax regime pursuant to the Law from their initial maturity date.

Investors should carefully review the “**TAXATION**” section of the Prospectus and Condition 8 entitled “**TAXATION**” of the “**TERMS AND CONDITIONS OF THE NOTES**” section in the Prospectus.

Noteholder, Couponholder, Receiptholder and/or prospective holder or beneficial owner of the Notes must inform itself and/or consult its tax advisor regarding the new French withholding tax regime pursuant to the Law, together with the Ruling.

The Issuers have no duty to inform the Dealers, Noteholders, Couponholders, Receiptholders and/or prospective holder or beneficial owner of the Notes of said new French withholding tax regime and assume no obligation to advise them of any change in the tax status of the Notes with respect to the new French withholding tax regime.

**Central Depository:**

Euroclear France in respect of Dematerialised Notes.

**Clearing Systems:**

Euroclear France, Clearstream, Luxembourg and Euroclear.

**Listing and Admission to Trading:**

Listing is made on the official list of the Luxembourg Stock Exchange and admission to trading is sought on the Regulated Market of the Luxembourg Stock Exchange or as otherwise specified in the relevant Final Terms. As specified in the relevant Final Terms, a Series of Notes may or may not be listed and

admitted to trading.

**Offer to the public:** The Notes shall not be offered to the public in Luxembourg and/or in any Member State of the European Economic Area.

**Method of Publication of the Prospectus and Final Terms:** The Prospectus and the Final Terms related to Notes listed and admitted to trading on any Regulated Market will always be published on the websites of (a) the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and (b) the relevant Issuer ([www.groupe-auchan.com](http://www.groupe-auchan.com) in respect of Groupe Auchan and [www.banque-accord.com](http://www.banque-accord.com) in respect of Banque Accord) or through any other means in accordance with the terms of Article 14 of the Prospectus Directive. In addition, if the Notes are listed and admitted to trading on a Regulated Market other than the Luxembourg Stock Exchange, the relevant Final Terms will provide whether additional methods of publication are required and what they consist of.

**Rating:** Notes issued under the Programme may be rated or unrated. Where a Tranche of Notes is rated, such rating will not necessarily be the same as the rating(s) assigned to the Programme.

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

**Governing Law:** French law.

## RISK FACTORS

*The following sets out certain aspects of the offering of the Notes of which prospective investors should be aware and which may affect the Issuer's ability to fulfil its obligations under the Notes. Prior to making an investment decision, prospective investors should consider carefully all of the information set out in this Prospectus, including in particular the following risk factors detailed below. This summary is not intended to be exhaustive and prospective investors should make their own independent evaluation of all risk factors and should also read the detailed information set out elsewhere in this Base Prospectus, including any Documents Incorporated by Reference herein (as further described in "Documents Incorporated by Reference" below), and reach their own views prior to making any investment decision. There may be other risks which are not known to the Issuer or which may not be material now but could turn out to be material.*

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

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

*The Issuers believe that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme. Prospective investors should however read the detailed information set out elsewhere in this Base Prospectus (including any documents deemed to be incorporated by reference herein) and reach their own views prior to making any investment decision. There may be other risks which are not known to the Issuer or which may not be material now but could turn out to be material.*

### I. RISK FACTORS RELATING TO THE ISSUERS

#### **A. Risk factors in connection with Groupe Auchan**

Risk factors in connection with Groupe Auchan are set out in details:

- on pages 6 to 7 of the 2010 half-yearly financial report (see section 4 "Risks and Uncertainties"); and
- on pages 4 and 5 ("Financial Risk Management") and pages 55 to 63 (see notes 35.2 to 35.7 of the "Notes to the consolidated financial statements") of the 2009 financial report;

which are incorporated by reference in this Prospectus.

There are no more recent risk factors relating to Groupe Auchan.

#### **B. Risk factors in connection with Banque Accord**

Risk factors in connection with Banque Accord are set out in details:

- on pages 30 to 37 of the 2010 half-yearly financial report (see note 25 of the "Notes to the consolidated financial statements");
- on page 24 ("Focus on client risk management"); page 29 ("Main risks to which Oney Banque Accord is subject") and pages 60 to 64 ("Risk exposure and management") of the 2009 annual report;

which are incorporated by reference in this Prospectus.

There are no more recent risk factors relating to Banque Accord.

## **II. RISK FACTORS RELATING TO THE NOTES**

### **1. General Risks Relating to the Notes**

#### *1.1 Independent Review and Advice*

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

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

#### *1.2 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:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its own financial situation, an investment in the Notes and the impact that any such investment will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear the risks of an investment in the Notes, including any currency exchange risk due to the fact that the potential investor's currency is not Euro;
- (d) understand thoroughly the terms of the Notes and be familiar with the behaviour of the financial markets and any relevant indices;
- (e) 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 risks of such investment; and
- (f) consult its own advisers as to legal, tax and related aspects of an investment in the Notes.

#### *1.3 Modification, waivers and substitution*

The Terms and Conditions of the Notes contain provisions for calling General Meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant General Meeting and Noteholders who voted in a manner contrary to the majority in accordance with Article L.228-65 of the French *Code de Commerce*.

#### *1.4 No active Secondary/Trading Market for the Notes*

Notes issued under the Programme will be new securities which may not be widely distributed and for which there may be no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and forms a single series with a Tranche of

Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the relevant Issuer. Although in relation to Notes to be listed on the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and/or any other Regulated Market in the European Economic Area, the Final Terms of the Notes will be filed with the *Commission de Surveillance du Secteur Financier* in Luxembourg and/or with the competent authority of the Regulated Market of the European Economic Area where the Notes will be listed and admitted to trading, there is no assurance that such filings will be accepted, that any particular Tranche of Notes will be so listed and admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

#### *1.5 Provision of Information*

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

#### *1.6 Potential Conflicts of Interest*

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

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

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

#### *1.7 Exchange Rates*

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

#### *1.8 Legality of Purchase*

Neither the Issuers, the Dealer(s) nor any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor of the

Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

#### 1.9 *Credit ratings may not reflect all risks*

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

#### 1.10 *Taxation*

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for innovative financial notes such as the Notes. Potential investors are advised not to rely upon the tax summary contained in this Prospectus and/or in the Final Terms but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, 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 Prospectus and the additional tax sections, if any, contained in the relevant Final Terms.

#### 1.11 *EU Savings Directive*

The EC Council Directive 2003/48/EC of 3 June 2003 on taxation of savings income in the form of interest payments (the "**Directive**") requires each Member State as from July 1<sup>st</sup>, 2005, subject to a number of conditions being met, to provide to the tax authorities of another Member State details of payments of interest and other similar income within the meaning of the Directive made by a paying agent within its jurisdiction to (or under circumstances to the benefit of) an individual resident in that other Member State, except that Austria and Luxembourg will instead withhold an amount on interest payments unless the relevant beneficial owner of interest payment elects otherwise (which Belgium has done with effect as from January 1<sup>st</sup>, 2010) and authorises the paying agent to disclose the above information.

See "*Taxation – EU Taxation*"

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

On September 15<sup>th</sup>, 2008 the European Commission issued a report to the Council of the European Union on the operation of the Directive, which included the European Commission's advice on the need for changes to the Directive. On November 13<sup>th</sup>, 2008 the European Commission published a more detailed proposal for amendments to the Directive, which included a number of suggested changes. The European Parliament has adopted an amended version of this proposal on April 24<sup>th</sup>, 2009. If any of those proposed changes are implemented in relation to the Directive, they may amend or broaden the scope of the requirements described above. Investors who are in any doubt as to their position should consult their professional advisers.

#### 1.12 *Market Value of the Notes*

The market value of the Notes will be affected by the creditworthiness of the relevant Issuer and a number of additional factors, including the value of the reference assets or an index, including,

but not limited to, the volatility of the reference assets or an index, or the dividend on the securities taken up in the index, market interest and yield rates and the time remaining to the maturity date.

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

#### 1.13 *Change of Law*

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

#### 1.14 *French Insolvency Law*

Under French insolvency law as amended by ordinance n°2008-1345 dated December 18<sup>th</sup>, 2008 which came into force on February 15<sup>th</sup>, 2009 and related order 2009-160 dated February 12<sup>th</sup>, 2009, holders of debt securities are automatically grouped into a single assembly of holders (the "**Assembly**") in order to defend their common interests if a preservation procedure (*procédure de sauvegarde*) or a judicial reorganization procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuers.

The Assembly comprises holders of all debt securities issued by the Issuer (including the Notes), whether or not under a debt issuance programme (such as a Euro Medium Term Note programme) and regardless of their governing law.

The member of the Assembly defend their common interests deliberate on the proposed safeguard plan (*projet de plan de sauvegarde*) or judicial reorganization plan (*projet de plan de redressement*) applicable to the Issuers and may further agree to:

- increase the liabilities (charges) of holders of debt securities (including the Noteholders) by rescheduling due payments and/or partially or totally writing-off receivables in the form of debt securities;
- establish an unequal treatment between holders of debt securities (including the Noteholders) as appropriate under the circumstances; and/or
- decide to convert debt securities (including the Notes) into securities that give or may give rights to share capital.

Decisions of the Assembly will be taken by a two-third majority (calculated as a proportion of the debt securities held by the holders attending such Assembly or represented thereat). No quorum is required for the receiver (*administrateur judiciaire*) to convoke of the Assembly. Holders of debt securities issued by the Issuers (including the Notes) have the right to dispute such decisions within ten days of the Assembly.

For the avoidance of doubt, the provisions relating to the Meetings of the Noteholders described in the Terms and Conditions of the Notes set out in this Base Prospectus and, as the case may be, the Agency Agreement will not be applicable to the extent they are not in compliance with compulsory insolvency law provisions that apply in these circumstances.



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

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

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

Unless in the case of any particular Tranche of Notes the relevant Final Terms specifies otherwise, in the event that the relevant Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the country of domicile (or residence for tax purposes) by the relevant Issuer, or on behalf of France, or any political subdivision thereof or any authority therein or thereof having power to tax, the relevant Issuer may redeem all outstanding Notes in accordance with the Terms and Conditions.

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

### *2.2 Fixed Rate Notes*

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

### *2.3 Floating Rate Notes*

Investment in Notes which bear interest at a floating rate comprise (i) a reference rate and (ii) a margin to be added or subtracted, as the case may be, from such base rate. Typically, the relevant margin will not change throughout the life of the Notes but there will be a periodic adjustment (as specified in the relevant Final Terms) of the reference rate (e.g., every three (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.

### *2.4 Inverse Floating Rate Notes*

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

### *2.5 Fixed to Floating Rate Notes*

Fixed to floating rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The relevant Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall

cost of borrowing. If the relevant Issuer converts from a fixed rate to a floating rate, the spread on the fixed to floating Rate Notes may be less favourable than then prevailing spreads on comparable floating rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. 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.

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

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

#### *2.7 Index-Linked Notes*

Index-linked Notes are debt securities which do not provide for predetermined redemption amounts and/or interest payments but amounts due in respect of principal and/or interest will be dependent upon the performance of an index, which itself may contain substantial credit, interest rate or other risks. The amount of principal and/or interest, if any, payable by the Issuer might be substantially less than the issue price or, as the case may be, the purchase price invested by the Noteholder and may even be zero in which case the Noteholder may lose his entire investment.

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

#### *2.8 Partly-paid Notes*

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

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

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

#### *2.10 Structured Notes*

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

indices or formulae should be taken as an indication of future performance of such currencies, commodities, interest rates or other indices or formulae during the term of any Note.

#### *2.11 Subordinated Notes*

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

## DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with:

- the 2010 half year condensed consolidated financial report of Groupe Auchan and the 2010 half year condensed consolidated financial report of Banque Accord; and
- the audited consolidated financial reports of Groupe Auchan and the audited consolidated financial reports of Banque Accord for the financial years ended 31 December 2009 and 31 December 2008

which have previously been published and have been filed with the *Commission de surveillance du secteur financier* in Luxembourg and shall be incorporated in, and form part of, this Prospectus, save that any statement contained in these documents which are incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

The information incorporated by reference in this Prospectus shall be read in connection with the cross-reference list as set out in the section "Cross-Reference List". All information contained in the documents incorporated by reference but not mentioned in the cross-reference list are given for information purposes only.

**CROSS-REFERENCE LIST IN RESPECT OF THE FINANCIAL INFORMATION FOR THE FIRST  
HALF YEAR 2010 AND FOR THE YEARS ENDED 31 DECEMBER 2009 AND 2008 IN RESPECT  
OF GROUPE AUCHAN**

<b>Regulation – Annex IX in respect of Groupe Auchan</b>	<b>Half-yearly Financial report 2010</b>	<b>Financial Report 2009</b>	<b>Financial Report 2008</b>	
<b>Risk Factors</b>	3.1. Prominent disclosure of risk factors that may affect the Issuer's ability to fulfil its obligations under the securities to investors	Pages 6 and 7	Page 55 to page 62	Page 50 to page 57
<b>Information about the Issuer</b>	4.1.5. Recent events particular to the Issuer	Page 3 to page 7	Pages 2 and 3, page 14 (Note 2)	Pages 2 and 3, page 12
<b>Financial information concerning the issuer's assets and liabilities, financial position and profits and losses</b>	<i>11.1. Historical Financial Information</i> Audited historical financial information for the latest two financial years Audit reports for the latest two financial years Review report for the first half 2009 Balance sheet Income statement Cash flow statement Statement of changes in consolidated equity Accounting policies Explanatory notes	Page 37 Page 8 Page 9 to page 10 Page 11 Page 12 Pages 16 and 17 (Note 3) Page 15 to page 36	Page 8 to page 12; pages 14 to 25 (Note 3) Page 71 Page 8 Page 9 Page 11 Page 12 Page 14 to page 25 (Note 3) Page 14 to page 70	Page 7 to page 10; page 12 to page 22 (Note 3) Page 67 Page 7 Page 8 Page 9 Page 10 Page 12 to 22 (Note 3) Page 12 to page 66
	<i>11.2. Financial Statements</i> Own or consolidated financial statements (if both are prepared, at least the consolidated financial statements) for the latest two financial years	Page 8 to page 12	Page 8 to page 12	Page 7 to page 10

Regulation – Annex IX in respect of Groupe Auchan	Half-yearly Financial report 2010	Financial Report 2009	Financial Report 2008
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*11.3. Auditing/reviewing of historical annual/half year financial information*

Statement indicating that the historical financial information has been audited

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Statement indicating that the historical financial information has been reviewed

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All documents incorporated by reference in this Base Prospectus will be available on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

The aforementioned documents incorporated by reference in this Base Prospectus and the Base Prospectus itself are available without charge on request at the registered office of the Issuer and may be consulted on the Issuer's website ([www.groupe-auchan.com](http://www.groupe-auchan.com)).

**CROSS-REFERENCE LIST IN RESPECT OF THE FINANCIAL INFORMATION FOR THE  
FIRST HALF YEAR 2010 AND FOR THE YEARS ENDED 31 DECEMBER 2009 AND 2008  
IN RESPECT OF BANQUE ACCORD**

<b>Regulation – Annex XI in respect of Banque Accord</b>		<b>Half-yearly Financial report 2010</b>	<b>Annual Report 2009</b>	<b>Annual Report 2008</b>
<b>3. Risk Factors</b>	3.1. Prominent disclosure of risk factors that may affect the Issuer's ability to fulfil its obligations under the securities to investors	Page 5 to page 6; page 30 to page 36	Page 29; page 60 to page 64	Page 21; pages 53 to page 58
<b>Information about the Issuer</b>	4.1.5. Recent events particular to the Issuer	Page 4 to page 5	Pages 27 and 28; Page 36	Pages 4 to 13; 18 to 20; 26 to 27
<b>Organisational Structure</b>	6.1. Description of the group of which the Issuer is part and of the issuer's position within it.		Pages 35	Page 26
<b>11. Financial information concerning the issuer's assets and liabilities, financial position and profits and losses</b>	<i>11.1 Historical Financial Information</i>			
	Audited historical financial information	Page 8 to page 12	Page 30 to page 34	Pages 22 to 25
	Audit reports		Page 66	Page 59
	Review report	Page 38		
	Balance sheet	Pages 8 and 9	Page 30 to page 31	Page 22 to 23
	Income statement	Page 10	Page 32	Page 24
	Statement of changes in consolidated equity	Page 24	Page 52	Page 46
	Accounting policies	Page 16 to page 18 (Note 3)	Page 36 to page 44	Pages 27 to 37
	Explanatory notes	Pages 15 to 37	Page 35 to page 65	Pages 26 to 58
	Cash flow statement	Page 12	Page 34	Page 25
	<i>11.2 Financial Statements</i>			
	Own or consolidated financial statements (if both are prepared, at least the consolidated financial statements) for the latest two	Page 8 to page 12	Page 30 to page 34	Pages 22 to 24

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financial years

**11.3 Auditing/reviewing of  
historical annual/half year  
financial information**

**Statement indicating  
that the historical  
financial information  
has been audited**

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**Statement indicating  
that the historical  
financial information  
has been reviewed**

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All documents incorporated by reference in this Base Prospectus will be available on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

The aforementioned documents incorporated by reference in this Base Prospectus and the Base Prospectus itself are available without charge on request at the registered office of the Issuer and may be consulted on the Issuer's website ([www.banque-accord.com](http://www.banque-accord.com)).



## **SUPPLEMENT TO THE PROSPECTUS**

If at any time Groupe Auchan or Banque Accord shall be required to prepare a supplement to this Prospectus pursuant to the provisions of Article 16 of the Prospectus Directive 2003/71/EC, Groupe Auchan and/or Banque Accord will prepare and make available an appropriate supplement to this Prospectus or a restated Prospectus, which in respect of any subsequent issue of Notes to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange or on a Regulated Market of a Member State of the European Economic Area, shall constitute a supplement to the Prospectus for the purpose of the relevant provisions of the Prospectus Directive 2003/71/EC.

## TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Final Terms, shall be applicable to the Notes. In the case of Dematerialised Notes, the text of the terms and conditions will not be endorsed on physical documents of title but will be constituted by the following text as completed, amended or varied by the relevant Final Terms. In the case of Materialised Notes, either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (in each case subject to simplification by the deletion of non-applicable provisions), shall be endorsed on 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 Series only, not to all Notes that may be issued under the Programme.

The Notes are issued by Banque Accord (“**Banque Accord**”, or an “**Issuer**”) and Groupe Auchan (“**Groupe Auchan**” or an “**Issuer**” and together with Banque Accord, the “**Issuers**”) with the benefit of, as the case may be, an agency agreement (the “**Agency Agreement**”) between the Issuers and the agents named therein. The fiscal agent, the paying agents, the redenomination agent, the consolidation agent and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Fiscal Agent**”, the “**Paying Agents**” (which expression shall include the Fiscal Agent), the “**Redenomination Agent**”, the “**Consolidation Agent**” and the “**Calculation Agent(s)**”. The specific terms of each issue of Notes will be set out in the final terms to this Prospectus (the “**Final Terms**”). 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.

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

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

- (a) **Form:** Notes may be issued either in dematerialised form (“**Dematerialised Notes**”) or in materialised form (“**Materialised Notes**”), as specified in the relevant Final Terms.
- (i) Title to Dematerialised Notes will be evidenced in accordance with Articles L.211-3 and R.211-1 of the French *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 *Code monétaire et financier*) will be issued in respect of the Dematerialised Notes.

Dematerialised Notes are issued, at the option of the relevant Issuer, in either bearer form (*au porteur*), in which case they are inscribed in the books of Euroclear France (acting as central depository) (“**Euroclear France**”) which shall credit the accounts of Account Holders, or in registered form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder in either administered registered form

(*au nominatif administré*) inscribed in the books of an Account Holder or in fully registered form (*au nominatif pur*) inscribed in an account maintained by the Issuer or the registration agent (designated in the relevant Final Terms) acting on behalf of the Issuer (the “**Registration Agent**”).

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

- (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 Maturity Date), Coupons and Talons in these Conditions are not applicable. “**Instalment Notes**” are issued with one or more Receipts attached.

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

- (b) **Denomination(s):** Notes shall be issued in the specified denomination(s) as set out in the relevant Final Terms (the “**Specified Denomination(s)**”) save that the minimum denomination of each Note admitted to trading on a Regulated Market in circumstances which require the publication of a prospectus under the Prospectus Directive will be €50,000 (or its equivalent in any other currency), or such higher amount as may be allowed or required from time to time by the relevant monetary authority or any laws or regulations applicable to the relevant Specified Currency. Dematerialised Notes shall be issued in one Specified Denomination only.

(c) **Title:**

- (i) Title to Dematerialised Notes in bearer form (*au porteur*) and in administered registered form (*au nominatif administré*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of Account Holders. Title to Dematerialised Notes in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of the relevant Issuer or of the Registration Agent.
- (ii) Title to Definitive Materialised Notes including, where appropriate, Coupons, Receipt(s) 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 (as defined below), Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of its related Certificate) and no person shall be liable for so treating the holder.
- (iv) In these Conditions, “**holder of Notes**”, “**holder of any Note**” or “**Noteholder**” means (i) in the case of Dematerialised Notes, the person whose name appears in

the account of the relevant Account Holder or the relevant Issuer or the Registration Agent (as the case may be) as being entitled to such Notes and (ii) in the case of Definitive Materialised Notes, the bearer of any Definitive Materialised Note and the Receipts, Coupons, or Talon relating to it, and capitalised terms have the meanings given to them in the relevant Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.

- (d) **Redenomination:** The relevant Issuer may (if so specified in the relevant Final Terms), on any date, without the consent of the holder of any Note, Coupon or Talon, by giving at least thirty (30) calendar days' notice in accordance with Condition 16 and on or after the date on which the European Member State in whose national currency the Notes are denominated has become a participating Member State in the single currency of the European Economic and Monetary Union (as provided in the Treaty establishing the European Community (the "EC"), as amended from time to time (the "Treaty")) or events have occurred which have substantially the same effects (in either case, "EMU"), redenominate all (but not some only) of the Notes of any Series into Euros and adjust the aggregate nominal amount and the Specified Denomination(s) set out in the relevant Final Terms accordingly as more fully described in the relevant Final Terms.
- (e) **Method of Issue:** The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "Series") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "Tranche") on the same or different issue dates. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be 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.

## 2 Conversion 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 Noteholder, be converted into Notes in administered registered form (*au nominatif administré*), and *vice versa*. The exercise of any such option by such Noteholder shall be made in accordance with Article R.211-4 of the French *Code monétaire et financier*. Any such conversion shall be effected at the cost of such Noteholder.

### (b) Materialised Notes:

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

### 3 Status

The obligations of each Issuer under the Notes may be either unsubordinated (“**Unsubordinated Notes**”) or subordinated (“**Subordinated Notes**”), as specified in the relevant Final Terms.

(a) **Status of Unsubordinated Notes:**

The Unsubordinated Notes and, where applicable, any Receipts and Coupons relating to them constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the relevant Issuer and rank and will at all times rank *pari passu* without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other present or future unsecured and unsubordinated obligations of the relevant Issuer.

(b) **Status of Subordinated Notes:**

(i) *Subordination:*

Payments of principal in respect of Subordinated Notes (which term shall include both Subordinated Notes with a specified maturity date (“**Dated Subordinated Notes**”) and Subordinated Notes without a specified maturity date (“**Undated Subordinated Notes**”)) are direct, unsecured, unconditional and subordinated obligations of the relevant Issuer and rank and will rank *pari passu* without any preference among themselves and *pari passu* with any other present or future direct, unsecured, unconditional and subordinated obligations of the relevant Issuer with the exception of the *prêts participatifs* granted to the relevant Issuer. If any judgement is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the relevant Issuer or if the relevant Issuer is liquidated for any other reason, the rights of payment of the holders of Subordinated Notes shall be subordinated to the payment in full of unsubordinated creditors and, subject to such payment in full, the holders of Subordinated Notes shall be paid in priority to any *prêts participatifs* granted to the relevant Issuer. In the event of incomplete payment of unsubordinated creditors, the obligations of the relevant Issuer in connection with the Subordinated Notes will be terminated. The holders of Subordinated Notes shall take all steps necessary for the orderly accomplishment of any collective proceedings or voluntary liquidation.

(ii) *Dated Subordinated Notes:*

Unless otherwise specified in the relevant Final Terms, payments of interest relating to Dated Subordinated Notes constitute obligations which rank equally with the obligations of the relevant Issuer in respect of Unsubordinated Notes issued by the relevant Issuer in accordance with Condition 3(a).

(iii) *Undated Subordinated Notes:*

Unless otherwise specified in the relevant Final Terms, payments of interest relating to Undated Subordinated Notes may be deferred in accordance with the provisions of Condition 5(h). The use of the proceeds of issues of Undated Subordinated Notes will be set out in the applicable Final Terms.

In respect of Banque Accord, the relevant Final Terms may provide for additions or variations to the Conditions applicable to the Subordinated Notes for the purposes *inter alia* of enabling the proceeds of the issue of such Subordinated Notes to count as (i) *fonds propres complémentaires* within the meaning of Article 4(c) of the *Comité de la*

*Réglementation Bancaire et Financière* (“**CRBF**”) Regulation no. 90-02 of 23 February 1990 as amended (“**Upper Tier 2 Capital**”), (ii) *fonds propres complémentaires* within the meaning of Article 4(d) of the CRBF Regulation no. 90-02 of 23 February 1990 as amended (“**Lower Tier 2 Capital**”, together with Upper Tier 2 Capital “**Tier 2 Capital**”) and (iii) *fonds propres surcomplémentaires* within the meaning of Article 5<sup>ter</sup> III of the CRBF Regulation no. 90-02 of 23 February 1990 as amended (“**Tier 3 Capital**”), if such Regulation is applicable.

#### **4 Negative Pledge**

So long as any of the Unsubordinated Notes or, if applicable, any Receipts or Coupons relating to them, remain outstanding (as defined below), the relevant Issuer will not, and will ensure that none of its Principal Subsidiaries (as defined below) will, create or permit to subsist any mortgage, charge, pledge or other Security Interest other than a Permitted Security Interest upon any of its or their respective assets or revenues, present or future, to secure any Relevant Indebtedness (all as defined below) or any guarantee in respect of any Relevant Indebtedness (whether before or after the issue of Unsubordinated Notes) unless such relevant Issuer’s obligations under the Unsubordinated Notes, Receipts and Coupons are equally and rateably secured therewith.

For the purposes of this Condition:

- (i) “**outstanding**” means, in relation to the Notes of any Series, all the Notes issued other than
  - (a) those that have been redeemed in accordance with the 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, Arrears of Interest, as the case may be, and any interest payable after such date) have been duly paid
    - (i) in the case of Dematerialised Notes in bearer form and in administered registered form, to the relevant Account Holders on behalf of the Noteholder as provided in Condition 7(a),
    - (ii) in the case of Dematerialised Notes in fully registered form, to the account of the Noteholder as provided in Condition 7(a) and
    - (iii) in the case of Materialised Notes, to the Fiscal Agent as provided in this Agreement and remain available for payment against presentation and surrender of Materialised Notes, Receipts and/or Coupons, as the case may be,
  - (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 the Conditions,
  - (e) in the case of Materialised Notes
    - (i) those mutilated or defaced Materialised Notes that have been surrendered in exchange for replacement Materialised Notes,
    - (ii) (for the purpose only of determining how many such Materialised Notes are outstanding and without prejudice to their status for any other purpose) those Materialised Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Materialised Notes have been issued and

- (iii) any Temporary Global Certificate to the extent that it shall have been exchanged for one or more Definitive Materialised Notes, pursuant to its provisions;
- (ii) **“Principal Subsidiary”** means at any relevant time a Subsidiary:
  - (a) of Groupe Auchan, whose total net assets or net sales (or, where the Subsidiary in question prepares consolidated accounts, whose total consolidated net assets or consolidated net sales, as the case may be) attributable to Groupe Auchan represent not less than 10 per cent. of the total consolidated net assets or the consolidated net sales of Groupe Auchan, as the case may be, all as calculated by reference to the then latest audited accounts (or consolidated accounts, as the case may be) of such Subsidiary and the then latest audited consolidated accounts of Groupe Auchan and its consolidated subsidiaries; or
  - (b) of Banque Accord, whose total net assets or operating income (or, where the Subsidiary in question prepares consolidated accounts, whose total consolidated net assets or consolidated operating income, as the case may be) attributable to Banque Accord represent not less than 10 per cent. of the total consolidated net assets or the consolidated operating income of Banque Accord, as the case may be, all as calculated by reference to the then latest audited accounts (or consolidated accounts, as the case may be) of such Subsidiary and the then latest audited consolidated accounts of Banque Accord and its consolidated subsidiaries; or
  - (c) of any of the Issuers, to which is transferred all or substantially all the assets and undertakings of a Subsidiary which immediately prior to such transfer is a Principal Subsidiary;
    - (iii) **“Permitted Security Interest”** means a security interest granted to holders of debt securities over an asset and required to finance its purchase only;
    - (iii) **“Security Interest”** means any mortgage, lien, charge, pledge or other form of security interest (*sûreté réelle*);
- (v) **“Subsidiary”** means, in relation to any person or entity at any time, any other person or entity (whether or not now existing) as defined in Article L.233-1 of the French *Code de Commerce* or any other person or entity controlling directly or indirectly such person or entity within the meaning of Article L.233-3 of the French *Code de Commerce*, except for any person or entity controlled by such other person or entity (the **“Controlling Party”**) severally with a third party (through any arrangement such as a joint-venture agreement) so that such Controlling Party is not in a position to exercise such control solely by itself;
  - (vi) **“Relevant Indebtedness”** means any indebtedness for borrowed money, represented by notes (*obligations*) or other assimilated debt securities with a maturity of more than one year which are for the time being, or are capable of being, quoted, listed and admitted to trading or ordinarily dealt in on any stock exchange, over-the-counter-market or other securities market. For the avoidance of doubt, such Relevant Indebtedness does not include indebtedness for borrowed money arising under loan or credit facility agreements.

This Condition 4 shall not apply to Subordinated Notes.

## 5 Interest and other Calculations

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

**“Business Day”** means:

- (i) in the case of euro, a day on which the Trans European Automated Real Time Gross Settlement Express Transfer 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 a Specified Currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (iii) in the case of a Specified Currency and/or one 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 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
  - (ii) if **“Actual/Actual – ICMA”** is specified in the relevant Final Terms:
    - (A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
    - (B) if the Calculation Period is longer than one Determination Period, the sum of:
      - the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
      - the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year
- in each case where **“Determination Period”** means the period from and including a Determination Date in any year to but excluding the next Determination Date and

**“Determination Date”** means the date specified as such hereon or, if none is so specified, the Interest Payment Date;



- (iii) if “**Actual/365 (Fixed)**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;
- (iv) if “**Actual/360**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;
- (v) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve (12) 30-day months (unless (a) the last day of the Calculation Period is the 31<sup>st</sup> day of a month but the first day of the Calculation Period is a day other than the 30<sup>th</sup> or 31<sup>st</sup> day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month));
- (vi) 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 360 and whose numerator is the number of days calculated as for 30E/360, subject to the following exception:

where the last day of the Calculation Period is the 31<sup>st</sup> and the first day is neither the 30<sup>th</sup> nor the 31<sup>st</sup>, 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, the fraction is:

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

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

or

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

and

- (vii) if “**30E/360**” or “**Eurobond Basis**” is specified in the relevant Final Terms, in respect of each Calculation Period, the fraction whose denominator is 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 the 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:

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

“**Effective Date**” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the date specified as such in the relevant Final Terms or, if

none is so specified, the first day of the Interest Accrual Period to which such Interest Determination Date relates;

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

**“FBF Definitions”** means the definitions set out in the 2001 FBF Master Agreement relating to Transactions on Forward Financial Instruments as supplemented by the then applicable Interest and Currency Technical Annex (*Echange de conditions d’Intérêt ou de Devises - Additif Technique*) published by the *Fédération Bancaire Française* (www.fbf.fr), as the case may be (**“FBF”**) (together the **“FBF Master Agreement”**), unless otherwise specified in the relevant Final Terms;

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

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

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

**“Interest Determination Date”** means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Final Terms or, if none is so specified, (i) the day falling two (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 as published (www.isda.org) by the International Swaps and Derivatives Association, Inc., unless otherwise specified in the relevant Final Terms;

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

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

**“Reference Banks”** means the institutions specified as such in the relevant Final Terms or, if none, four major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Benchmark (which, if EURIBOR is the relevant Benchmark, shall be the Euro-zone) following agreement with the relevant Issuer;

**“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, Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation;

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

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

**“Relevant Time”** means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the relevant Final Terms or, if no time is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Specified Currency in the interbank market in the Relevant Financial Centre or, if no such customary local time exists, 11.00 am in the Relevant Financial Centre and for the purpose of this definition, **“local time”** means, with respect to Europe and the Euro-zone as a Relevant Financial Centre, Brussels time;

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

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

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

- (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 arrears on each Interest Payment Date except as otherwise provided in the relevant Final Terms.

If a fixed amount of interest (a **“Fixed Coupon Amount”**) or a broken amount of interest (a **“Broken Amount”**) is specified in the relevant Final Terms, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if

applicable, the Broken Amount so specified and in the case of the Broken Amount will be payable on the particular Interest Payment Date(s) specified in the relevant Final Terms.

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

(i) *Interest Payment Dates:* Each Floating Rate Note and Index Linked Interest Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrears (except as otherwise provided in the relevant Final Terms) 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 applicable 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 (i) the relevant Final Terms and/or (ii) the provisions below relating to either FBF Determination, ISDA Determination or Screen Rate Determination, depending upon which is specified in the relevant Final Terms.

(A) *FBF Determination for Floating Rate Notes:*

Where FBF Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the 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 Agent under notional interest rate swap (*Echange*) in the relevant Specified Currency incorporating the FBF Definitions and under which:

- (a) the Floating Rate is as specified in the relevant Final Terms; and
- (b) the Floating Rate Determination Date is as specified in the relevant Final Terms.

For the purposes of this sub-paragraph (A), “**Floating Rate**”, “**Agent**”, “**Floating Rate Determination Date**” are translations of the French terms “*Taux Variable*”, “*Agent*” and “*Date de Détermination du Taux Variable*”, respectively, which have the meanings given to those terms in the FBF Definitions.

(B) *ISDA Determination for Floating Rate Notes:*

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

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

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

(C) *Screen Rate Determination and Rate of Interest for Floating Rate Notes:*

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

- (a) if the Primary Source for Floating Rate is a Page, subject as provided below, the Rate of Interest shall be:
  - (i) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity) or
  - (ii) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,

in each case appearing on such Page at the Relevant Time on the Interest Determination Date as disclosed in the relevant Final Terms, plus

or minus (as indicated in the relevant Final Terms) the Margin (if any);

- (b) if the Primary Source for the Floating Rate is Reference Banks or if sub-paragraph (a)(i) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (a)(ii) applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the arithmetic mean of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent plus or minus (as indicated in the relevant Final Terms) the Margin (if any); and
  - (c) if paragraph (b) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Specified Currency that at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Specified Currency or, if the Specified Currency is euro, in the euro-zone as selected by the Calculation Agent (the "**Principal Financial Centre**") are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (x) to leading banks carrying on business in Europe, or (if the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe) (y) to leading banks carrying on business in the Principal Financial Centre; except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, or Maximum or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).
- (iv) *Rate of Interest for Index Linked Interest Notes:* The Rate of Interest in respect of Index Linked Interest Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms and interest will accrue by reference to an Index or Formula as specified in the relevant Final Terms.
- (d) **Zero Coupon Notes:** Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall, unless otherwise provided in the relevant Final Terms, be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(e)(i)(B)).
  - (e) **Dual Currency Notes:** In the case of Dual Currency Notes, if the rate or amount of interest fails to be determined by reference to a Rate of Exchange or a method of calculating a Rate of Exchange, the rate or amount of interest payable shall be determined in the manner specified in the relevant Final Terms.
  - (f) **Partly Paid Notes:** In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal

amount of such Notes and otherwise as specified in the relevant Final Terms.

- (g) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless (i) in the case of Dematerialised Notes, on such due date or (ii) in the case of Materialised Notes, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgement) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date.
- (h) **Deferral of interest:** In respect of Banque Accord, payment of interest on Undated Subordinated Notes may be postponed in accordance with applicable French banking laws and regulations and in particular Article 4(c) of Regulation no. 90-02 dated 23 February 1990 of the CRBF as amended from time to time.

In the case of Undated Subordinated Notes issued by any of the Issuers, interest shall be payable on each Compulsory Interest Payment Date (as defined below) in respect of the interest accrued in the Interest Period ending on the day immediately preceding such date. On any Optional Interest Payment Date (as defined below) there may be paid (if the relevant Issuer so elects) the interest accrued in the Interest Period ending on the day immediately preceding such date but the relevant Issuer shall not have any obligation to make such payment and any such failure to pay shall not constitute a default under the Notes or for any other purpose. Notice of any Optional Interest Payment Date shall (so long as the rules of the relevant Regulated Market(s) so require) be given to the Noteholders in accordance with Condition 15 and to the relevant Regulated Market(s) on which the Notes are admitted to trading, as the case may be. Such notice shall be given at least seven (7) days prior to the relevant Optional Interest Payment Date(s). Any interest not paid on an Optional Interest Payment Date shall, so long as the same remains unpaid, constitute “**Arrears of Interest**” which term shall include interest on such unpaid interest as referred to below. Arrears of Interest may, at the option of the relevant Issuer, be paid in whole or in part at any time upon the expiration of not less than seven (7) days’ notice to such effect given to the Noteholders in accordance with Condition 15 provided that all Arrears of Interest on all Undated Subordinated Notes outstanding shall become due in full on whichever is the earliest of:

- (i) the Interest Payment Date immediately following the date upon which the *Assemblée Générale* passed a resolution to pay a dividend on the ordinary share capital of the Issuer,
- (ii) the commencement of a liquidation or dissolution of the relevant Issuer, and
- (iii) any redemption date under the relevant Notes

If notice is given by the relevant Issuer of its intention to pay the whole or part of Arrears of Interest, the relevant Issuer shall be obliged to do so upon the expiration of such notice. When Arrears of Interest are paid in part, each such payment shall be applied in or towards satisfaction of the full amount of the Arrears of Interest accrued in respect of the earliest Interest Period in respect of which Arrears of Interest have accrued and have not been paid in full. Arrears of Interest shall (to the extent permitted by law) bear interest accruing (but only, in accordance with Article 1154 of the Civil Code, after such interest has accrued for a period of one (1) year) and compounding on the basis of the exact number of days which have elapsed at the prevailing rate of interest on the Undated Subordinated Notes in respect of each relevant Interest Period. For these purposes the following expressions have the following meanings:

“**Compulsory Interest Payment Date**” means any Interest Payment Date unless at the *Assemblée Générale* of the shareholders of the relevant Issuer immediately preceding such date which was required to approve the annual accounts of the Issuer for the fiscal

year ended prior to such *Assemblée Générale*, no resolution was passed to pay a dividend on the ordinary share capital of the Issuer in respect of such previous fiscal year.

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

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

- (i) If any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 5(c) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph;
- (ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified in the relevant Final Terms, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be;
- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes “**unit**” means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.

- (j) **Calculations:** The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Note by the Day Count Fraction, unless an Interest Amount (or a formula for its calculation) is specified in respect of such period, in which case the amount of interest payable in respect of such Note for such period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.

- (k) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Optional Redemption Amounts, Early Redemption Amounts and Instalment Amounts:** As soon as practicable after the relevant time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, it shall 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, Optional Redemption Amount, Early Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Optional Redemption Amount, Early Redemption Amount or any Instalment Amount, to be notified to the Fiscal Agent, the relevant Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if



the Notes are listed and 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 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. If the Notes become due and payable under Condition 9, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

- (1) **Calculation Agent and Reference Banks:** The relevant Issuer shall procure that there shall at all times be four Reference Banks (or such other number as may be required) with offices in the Relevant Financial Centre and one or more Calculation Agents if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding (as defined above). If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the relevant Issuer shall appoint another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the 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 relevant Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid. So long as the Notes are listed and admitted to trading on any Regulated Market and the rules of, or applicable to, that Regulated Market so require, notice of any change of Calculation Agent shall be given in accordance with Condition 15.

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

- (a) **Final Redemption:** Unless previously redeemed, purchased and cancelled as provided below or its maturity is extended pursuant to any option provided by the relevant Final Terms including any Issuer's option in accordance with Condition 6(c) or any Noteholders' option in accordance with Condition 6(e), each Note shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) or, in the case of a Note falling within Condition 6(b) below, its final Instalment Amount. Subordinated Notes issued by Banque Accord, the proceeds of which constitute Upper

Tier 2 Capital, shall be Undated Subordinated Notes. The Maturity Date in relation to Subordinated Notes issued by Banque Accord the proceeds of which constitute Lower Tier 2 Capital will not be less than five (5) years from the Issue Date and the Maturity Date in relation to Subordinated Notes issued by Banque Accord the proceeds of which constitute Tier 3 Capital will not be less than two (2) years from the Issue Date or, in each case, such other minimum maturity as required from time to time by applicable legal and/or regulatory requirements.

- (b) **Redemption by Instalments:** Unless previously redeemed, purchased and cancelled as provided in this Condition 6 or the relevant Instalment Date (being one of the dates so specified in the relevant Final Terms) is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 6(c) or 6(e), 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 relevant Issuer may, subject, if such relevant Issuer is Banque Accord, to the prior approval of the *Secrétariat Général* of the *Autorité de contrôle prudentiel* in the case of Subordinated Notes the proceeds of which constitute Tier 2 Capital or Tier 3 Capital and subject to compliance by such relevant Issuer with all the relevant laws, regulations and directives and on giving not less than fifteen (15) nor more than thirty (30) days' irrevocable notice in accordance with Condition 15 to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem, or exercise any Issuer's option (as may be described) in relation to, all or, if so provided, some, of the Notes on any Optional Redemption Date or Option Exercise Date, 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 (including, where applicable, any Arrears of Interest), if any. Any such redemption or exercise 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 relevant 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 or in respect of which such option has been exercised, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and requirements of the Regulated Market on which the Notes are listed and admitted to trading.

In the case of a partial redemption of or a partial exercise of an Issuer's option in respect of Dematerialised Notes of any Series, the redemption may be effected, at the

option of the relevant Issuer, either (i) by reducing the nominal amount of all such Dematerialised Notes 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 that will not be redeemed shall be made in accordance with Article R.213-16 of the French *Code monétaire et financier* and the provisions of the relevant Final Terms, subject to compliance with any other applicable laws and requirements of the Regulated Market on which the Notes are listed and admitted to trading.

So long as the Notes are listed and admitted to trading on a Regulated Market, the relevant Issuer shall, each time there has been a partial redemption of the Notes, cause to be published (i) as long as such Notes are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and the rules of such Stock Exchange so permit, on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) or (ii) in a leading newspaper with general circulation in the city where the Regulated Market on which such Notes are listed and admitted to trading is located, which in the case of the Regulated Market of the Luxembourg Stock Exchange is expected to be the *Luxemburger Wort*, a notice specifying the aggregate nominal amount of Notes outstanding and, in the case of Materialised Notes, a list of any Definitive Materialised Notes drawn for redemption but not surrendered.

- (d) **Redemption at the Option of the Issuer following a Rate of Interest Increase Event:** Upon the first occurrence of a Rate of Interest Increase Event, the Issuer may, subject to having given not more than thirty (30) nor less than fifteen (15) days' prior notice to the Noteholders in accordance with Condition 16 (which notice shall be irrevocable), redeem the Notes (either in whole or in part) in relation to the relevant Final Terms on any date falling not more than forty-five (45) days after the Rate of Interest Increase Date (the "**Optional Redemption Date**") at the optional redemption amount equal to the nominal amount to be redeemed specified in the relevant Final Terms (the "**Optional Redemption Amount**") plus any interest accrued up to and including the Optional Redemption Date (including, where applicable, any Arrears of Interest).
- (e) **Redemption at the Option of Noteholders and Exercise of Noteholders' Options:** If a Put Option is specified in the relevant Final Terms, and provided, if the relevant Issuer is Banque Accord, that the relevant Note is not a Subordinated Note the proceeds of which constitute Tier 2 Capital or Tier 3 Capital, the relevant Issuer shall, at the option of the Noteholder, upon the Noteholder giving not less than fifteen (15) nor more than thirty (30) days' notice to the relevant 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 including, where applicable, any Arrears of Interest.

To exercise such option or any other Noteholders' option that may be set out in the relevant Final Terms (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 from any Paying Agent, 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 Principal Paying Agent 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 relevant Issuer.

(f) **Early Redemption:**

(i) *Zero Coupon Notes:*

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

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

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

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

- (i) If, by reason of any change in, or any change in the official application or interpretation of, French law, becoming effective after the Issue Date, the relevant Issuer would on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified under Condition 8 below, the relevant Issuer may, at its option, on any Interest Payment Date or, if so specified in the relevant Final Terms, at any time, subject to having given not more than forty-five (45) nor less than thirty (30) days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 16, and, in the case of Subordinated Notes issued by Banque Accord the proceeds of which constitute Tier 2 Capital or Tier 3

Capital, subject to the prior approval of the *Secrétariat Général* of the *Autorité de contrôle prudentiel*, redeem all, but not some only, of the Notes at their Early Redemption Amount together with, unless otherwise specified in the Final Terms, any interest accrued to the date set for redemption (including, where applicable, any Arrears of Interest) provided that the due date for redemption of which notice may be given shall be no earlier than the latest practicable date on which the relevant Issuer could make payment of principal and interest without withholding for such French taxes.

(ii) Notwithstanding the preceding provisions set out under point (i) here above, the relevant Issuer of Notes

- issued before March 1<sup>st</sup>, 2010 and
- which maturity is extended as following a decision taken on or after March 1<sup>st</sup>, 2010, the consequence of which being that such Notes would subsequently fall under the new French withholding tax regime pursuant to French *loi de finances rectificative pour 2009 n°3* (n°2009-1674 dated December 30<sup>th</sup>, 2009) applicable as from March 1<sup>st</sup>, 2010 and to the ruling (“*rescrit*”) n°2010/11 of the *Direction générale des impôts* dated February 22<sup>nd</sup>, 2010 (both defined in the present Prospectus) from their initial maturity date,

may, at its sole option, on any Interest Payment Date or, if so specified in the relevant Final Terms, at any time but in any way not later than the initial maturity date of such Notes and subject to having given not more than forty-five (45) nor less than thirty (30) days’ notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 16, and, in the case of Subordinated Notes issued by Banque Accord the proceeds of which constitute Tier 2 Capital or Tier 3 Capital, subject to prior approval of the *Secrétariat Général* of the *Autorité de contrôle prudentiel*, redeem some of the Notes at their Early Redemption Amount together with, unless otherwise specified in the Final Terms, any interest accrued to the date set for redemption (including, where applicable, any Arrears of Interest), where payment of interest and other revenues made by the relevant Issuer on such Notes are made to:

- a person or an entity domiciled or set up in a Non-Cooperative State as defined in this Prospectus; or
- a person whose, or an entity which, bank account is held by a banking institution set up in a Non-Cooperative State, it being understood that payment by the issuer of interest and other revenues in respect of the Notes is made to such bank account,

provided that the due date for redemption of which notice may be given shall be no later than the initial maturity date of such Notes.

Noteholder, Couponholder, Receiptholder and/or prospective holder or beneficial owner of the Notes must inform itself and/or consult its tax advisor regarding the new French withholding tax regime pursuant to the French *loi de finances rectificative pour 2009 n°3* (n°2009-1674 dated December 30<sup>th</sup>, 2009) applicable as from March 1<sup>st</sup>, 2010, together with the ruling (“*rescrit*”) n°2010/11 of the *Direction générale des impôts* dated February 22<sup>nd</sup>, 2010.

The Issuers have no duty to inform the Dealers, Noteholders, Couponholders, Receiptholders and/or prospective holder or beneficial owner of the Notes of said new French withholding tax regime and assume no obligation to advise them of any change in the tax status of the Notes with respect to the new French withholding tax

regime.

- (iii) If the relevant Issuer would, on the next payment of principal or interest in respect of the Notes, be prevented by French law from making payment to the Noteholders or, if applicable, Couponholders of the full amounts then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 8 below, then the relevant Issuer, shall forthwith give notice of such fact to the Fiscal Agent and the relevant Issuer shall upon giving not less than seven (7) days' prior notice to the Noteholders in accordance with Condition 16, and, in the case of Subordinated Notes issued by Banque Accord the proceeds of which constitute Tier 2 Capital or Tier 3 Capital, subject to the prior approval of the *Secrétariat Général* of the *Autorité de contrôle prudentiel* redeem all, but not some only, of the Notes then outstanding at their Early Redemption Amount together with, unless otherwise specified in the Final Terms, any interest accrued to the date set for redemption (including, where applicable, any Arrears of Interest) on
  - (A) the latest practicable Interest Payment Date on which the relevant Issuer could make payment of the full amount then due and payable in respect of the Notes, provided that if such notice would expire after such Interest Payment Date the date for redemption pursuant to such notice of Noteholders shall be the later of (i) the latest practicable date on which the relevant Issuer could make payment of the full amount then due and payable in respect of the Notes and (ii) fourteen (14) days after giving notice to the Fiscal Agent as aforesaid or
  - (B) if so specified in the relevant Final Terms, at any time, provided that the due date for redemption of which notice hereunder shall be given shall be the latest practicable date at which the relevant Issuer could make payment of the full amount payable in respect of the Notes, or, if applicable, Receipts or Coupons or, if that date is passed, as soon as practicable thereafter.
- (h) **Partly Paid Notes:** Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the provisions specified in the relevant Final Terms.
- (i) **Purchases:** The relevant Issuer shall have the right at all times to purchase Notes (provided that, in the case of Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price, subject to applicable laws and/or regulations. In the case of Subordinated Notes issued by Banque Accord, any such purchase will be subject to the prior approval of the *Secrétariat Général* of the *Autorité de contrôle prudentiel* (i) if it relates (individually or when aggregated with any previous purchase(s)) to 10 per cent. or more of the principal amount of the Notes or (ii) if such purchase is made in the context of an *Offre Publique d'Achat* (OPA) (a public purchase offer) or an *Offre Publique d'Echange* (OPE) (a public exchange offer).
- (j) **Cancellation:** All Notes purchased by or on behalf of the relevant Issuer must be cancelled, in the case of Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised 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 and, in each case, if so transferred or surrendered, shall, together with all Notes redeemed by the relevant Issuer, be cancelled forthwith (together with, in the case of Dematerialised Notes, all rights relating to payment of interest and other amounts relating to such Dematerialised

Notes and, in the case of Definitive Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so cancelled or, where applicable, transferred or surrendered for cancellation may not be reissued or resold and the obligations of the relevant Issuer in respect of any such Notes shall be discharged.

- (k) **Illegality:** If, by reason of any change in French law, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, it would become unlawful for the relevant Issuer to perform or comply with one or more of its obligations under the Notes, the relevant Issuer will, subject to having given not more than forty-five (45) nor less than thirty (30) days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 15, redeem all, but not some only, of the Notes at their Early Redemption Amount together with any interest accrued to the date set for redemption (including, where applicable, any Arrears of Interest).

## 7 Payments and Talons

- (a) **Dematerialised Notes:** Payments of principal and interest (including, for the avoidance of doubt, any Arrears of Interest, where applicable) in respect of Dematerialised Notes shall be made (i) in the case of Dematerialised Notes in bearer form or administered registered form, 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 (as defined below) designated by the Noteholders. All payments validly made to such Account Holders or Bank will constitute an effective discharge of the relevant Issuer in respect of such payments.
- (b) **Materialised Notes:** Payments of principal and interest (including, for the avoidance of doubt, any Arrears of Interest, where applicable) in respect of Materialised Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Materialised Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 7(f)(vi)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the Noteholder, by transfer to an account denominated in such currency with, a Bank and in compliance with applicable U.S. Treasury regulations.

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

- (c) **Payments in the United States:** Notwithstanding the foregoing, if any Materialised 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 relevant Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the relevant Issuer, any adverse tax consequence to the relevant Issuer.

- (d) **Payments subject to Fiscal Laws:** All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment but without prejudice to the provisions of Condition 8. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) **Appointment of Agents:** as the case may be, any agent such as, but not limited to, the Fiscal Agent, the Paying Agents, the Calculation Agent, the Redenomination Agent and/or the Consolidation Agent shall be appointed in the relevant Final Terms in accordance, if so, with the Agency Agreement, which shall consequently specify their names and addresses. The Fiscal Agent, the Paying Agents, the Redenomination Agent, the Registration Agent and the Consolidation Agent act solely as agents of each Issuer and the 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 Issuers reserve the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Redenomination Agent, the Registration Agent and the Consolidation Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents, provided that the Issuers shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) a Redenomination Agent and a Consolidation Agent where the Conditions so require, (iv) Paying Agents having specified offices in at least two major European cities (including Luxembourg so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and, so long as the Notes are admitted to trading on any other Regulated Market, such other city where the Notes are admitted to trading), (v) in the case of Dematerialised Notes in fully registered form, a Registration Agent, (vi) a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any European Union Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive and (vii) such other agents as may be required by the rules of any other Regulated Market on which the Notes may be listed and admitted to trading.

In addition, the Issuers 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.

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

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 16.

- (f) **Unmatured Coupons and Receipts and unexchanged Talons:**
- (i) Unless Materialised Notes provide that the relative Coupons are to become void upon the due date for redemption of those Notes, Materialised Notes should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (together, where applicable, with the amount of any Arrears of Interest corresponding to such Coupon) (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon (together, where applicable, with the amount of any Arrears of Interest corresponding to such



Coupon) that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Amortised Nominal Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of ten (10) years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 10).

- (ii) If Materialised Notes so provide, upon the due date for redemption of any such Materialised Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
  - (iii) Upon the due date for redemption of any Materialised Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
  - (iv) Upon the due date for redemption of any Materialised Note that is redeemable in instalments, all Receipts relating to such Materialised Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
  - (v) Where any Materialised Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons, and where any such Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
  - (vi) If the due date for redemption of any Materialised Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, (including, for the avoidance of doubt, any Arrears of Interest if applicable) shall only be payable against presentation (and surrender if appropriate) of the relevant Definitive Materialised Note. Interest accrued on a Materialised Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Materialised Notes.
- (g) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Materialised Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 10), provided that, in respect of Notes listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, such exchange shall always take place at the specified office of the Fiscal Agent or of the Paying Agent, as a case may be, in Luxembourg.
- (h) **Non-Business Days:** If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the Noteholder shall not be entitled to payment until the next following business day, nor to any interest or other sum in respect of such postponed payment. 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.

## 8 Taxation

(a) **Tax exemption for Notes constituting *obligations* or debt instruments (*titres de créances*) assimilated thereto for French tax purposes:**

All payment of principal, interest and other revenues by or on behalf of the Issuers 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.

For the avoidance of doubt, such Condition 8 (a) shall not apply in respect of Notes issued on or after March 1<sup>st</sup>, 2010 and which are consolidated (*assimilables* for the purposes of French law) and form a single series with Notes issued before March 1<sup>st</sup>, 2010.

*A contrario*, Notes issued before March 1<sup>st</sup>, 2010 but which maturity is extended on or after March 1<sup>st</sup>, 2010 would fall under the new French withholding tax regime pursuant to the French *loi de finances rectificative pour 2009 n°3 (n°2009-1674* dated December 30<sup>th</sup>, 2009) applicable as from March 1<sup>st</sup>, 2010, together with the ruling (“*rescrit*”) n°2010/11 of the Direction générale des impôts date d February 22<sup>nd</sup>, 2010 from their initial maturity date.

(b) **Additional amounts:** If French law should require that payments of principal or interest in respect of any Note, Receipt or Coupon be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever levied by the Republic of France, the relevant Issuer, to the fullest extent then permitted by law, shall pay such additional amounts as shall result in receipt by the Noteholders or, if applicable, the Receiptholders and the Couponholders, as the case may be, of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable or, in relation with the provision (v) below, such additional amounts shall be redeemable, with respect to any Note, Receipt or Coupon, as the case may be:

(i) **Other connection:** to, or to a third party on behalf of, a Noteholder, the Receiptholder or Couponholder, who is liable to such taxes or duties by reason of his having some connection with the Republic of France other than the mere holding of the Note, Receipt or Coupon; or

(ii) **Presentation more than thirty (30) days after the Relevant Date:** in the case of Materialised Notes, more than thirty (30) days after the Relevant Date except to the extent that the Noteholder, the Receiptholder or Couponholder, as the case may be, would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day; or

(iii) **Payment to individuals:** where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to Directive 2003/48/EC or any other European Union Directive implementing the conclusions of the ECOFIN Council Meeting of 26 and 27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or

- (iv) **Payment by another Paying Agent:** Definitive Materialised Notes presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union.
- (v) **Tax Credit:** whether the relevant Issuer makes a payment relating to any additional amount (as exposed above) and it is established that:
  - i. a Tax Credit is attributable to such a payment; and
  - ii. such Tax Credit has been obtained, utilised and/or retained by the relevant Noteholder(s) or, if applicable, the relevant Receiptholder(s) and the relevant Couponholder(s).
- (vi) **Selling Restrictions – Non-Cooperative States:** where a Dealer or, as the case may be, an additional Dealer appointed under the Programme would not respect the provisions of the “Selling Restrictions – Non-Cooperative States” section as set out under the Programme the consequence of which being that the relevant payments of interest and other revenues made by the Issuers on such Notes offered or sold in a Non-Cooperative State would be subject to the withholding tax set out under Article 125 A III of the French *Code Général des Impôts*.
- (vii) **Selling restrictions – Maturity Extension:** where the maturity of any Notes issued before March 1<sup>st</sup>, 2010 is extended by the relevant Issuer provided such decision to extend the maturity is taken on or after March 1<sup>st</sup>, 2010, the consequence of which being that such Notes and, more specifically, payment of interest and other revenues made by the Issuers on such Notes, would subsequently fall under the new French withholding tax regime pursuant to the French *loi de finances rectificative pour 2009 n°3 (n°2009-1674* dated December 30<sup>th</sup>, 2009) applicable as from March 1<sup>st</sup>, 2010 and the to the ruling (“*rescrit*”) n°2010/11 of the *Direction générale des impôts* dated February 22<sup>nd</sup>, 2010 from their initial maturity date.

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

- (c) **U.S. Taxation:** The discussion above does not address the tax consequences of the purchase, ownership or disposition of an interest in the Notes under United States federal, state or local tax law. Each prospective purchaser should consult its own tax adviser regarding such tax consequences.

## 9 Events of Default

The Representative (as defined under Condition 11(b)), upon request of any Noteholder, may, upon written notice to the relevant Issuer and the Fiscal Agent given before all defaults shall have been remedied, cause all the Notes held by such Noteholder to become immediately due and payable, whereupon such Notes shall become immediately due and payable at their principal amount, plus accrued interest, without any other formality, if any of the following

events (each an “**Event of Default**”) shall occur:

- (a) **Unsubordinated Notes:** In the case of Unsubordinated Notes:
- (i) the relevant Issuer is in default for more than fifteen (15) days for the payment of principal of, or interest on, any Note (including the payment of any additional amounts in accordance with Condition 8 (b)), when the same shall become due and payable; or
  - (ii) the relevant Issuer is in default in the performance of, or compliance with, any of its other obligations under the Notes and such default has not been cured within thirty (30) days after the receipt by the Fiscal Agent of the written notice of such default by a Noteholder; or
  - (iii) if Relevant Indebtedness (as defined in Article 4 (“**Negative Pledge**”)) of the relevant Issuer, for borrowed money in excess of Euro 75,000,000 (or its equivalent in any other currency) shall become due and payable prior to its stated maturity as a result of a default thereunder, or any such Relevant Indebtedness shall not be paid when due or, as the case may be, within any applicable grace period (as originally agreed) therefor or any steps shall have been taken to enforce any security in respect of any such Relevant Indebtedness or any guarantee or indemnity given by the relevant Issuer for, or in respect of, any such Relevant Indebtedness of others shall not be honoured when due and called upon; or
  - (iv) if the relevant Issuer, makes any proposal for a general moratorium in relation to its debt or has applied to enter into a conciliation procedure (*procédure de conciliation*) or into a safeguard procedure (*procédure de sauvegarde*), or a judgement is issued for reorganisation proceedings (*plan de redressement judiciaire*) or for the the judicial liquidation (*liquidation judiciaire*).
- (b) **Subordinated Notes:** In the case of Subordinated Notes and in accordance with Condition 3(b), if any judgement shall be issued for the judicial liquidation (*liquidation judiciaire*) of the relevant Issuer or if the relevant Issuer is liquidated for any other reason then the Subordinated Notes shall become immediately due and payable, in accordance with Condition 4(b), at their principal amount together with any accrued interest to the date of payment without any further formality.

## 10 Prescription

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

## 11 Representation of Noteholders

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

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

(a) **Legal Personality**

The Masse will be a separate legal entity and will act in part through a representative

(the “**Representative**”) and in part through a general meeting of the Noteholders (the “**General Meeting**”).

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

(b) **Representative**

The office of Representative may be conferred on a person of any nationality who agrees to perform such function. However, the following persons may not be chosen as Representatives:

- (i) the relevant Issuer, the members of its Board of Directors (*Conseil d'administration*), its general managers (*directeurs généraux*), its statutory auditors, or its employees as well as their ascendants, descendants and spouses; or
- (ii) companies guaranteeing all or part of the obligations of the relevant Issuer, their respective managers (*gérants*), general managers (*directeurs généraux*), members of their Board of Directors (*Conseil d'administration*), their statutory auditors, or employees as well as their ascendants, descendants and spouse; or
- (iii) companies holding 10 per cent. or more of the share capital of the relevant Issuer or companies having 10 per cent. or more of their share capital held by the relevant Issuer; or
- (iv) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

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

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

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

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

(c) **Powers of the Representative**

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

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

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

(d) **General Meeting**

A General Meeting may be held at any time, on convocation either by the relevant Issuer or by the Representative. One or more Noteholders, holding together at least one-thirtieth of the principal amount of the Notes outstanding, may address to the

relevant 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 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, time, place and agenda of any General Meeting will be published as provided under Condition 16.

Each Noteholder has the right to participate in a General Meeting in person or by proxy. Each Note carries the right to one vote or, in the case of Notes issued with more than one Specified Denomination, one vote in respect of each multiple of the lowest Specified Denomination comprised in the principal amount of the Specified Denomination of such Note.

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

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

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase amounts payable to Noteholders, nor authorise or accept a postponement of the date of payment of interest on or a modification of the terms of repayment of or the rate of interest on the Notes nor establish any unequal treatment between the Noteholders, nor to decide to convert Notes into shares and that no amendment to the status of Subordinated Notes issued by Banque Accord the proceeds of which constitute Tier 2 Capital or Tier 3 Capital may be approved until the consent of the *Secrétariat Général* of the *Autorité de contrôle prudentiel* has been obtained in relation to such amendment.

General Meetings may deliberate validly on first convocation only if Noteholders present or represented hold at least a fifth 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 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 16.

(f) **Information to Noteholders**

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

(g) **Expenses**

The relevant Issuer will pay all expenses relating to the operation of the Masse, including expenses relating to the calling and holding of General Meetings and, more generally, all administrative expenses resolved upon by the General Meeting, it being

expressly stipulated that no expenses may be imputed against interest payable under the Notes.

(h) **Single Masse**

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

*This Condition 11 may, if so specified in the relevant Final Terms, be waived, amended or supplemented, and in respect of any Tranche issued inside France, this Condition 11 shall be waived in its entirety and replaced by the full provisions of the French Code de commerce.*

## 12 Modifications

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

## 13 Replacement of definitive Notes, Receipts, Coupons and Talons

If, in the case of any Materialised Notes, a Definitive Materialised Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws and regulations of the Regulated Market on which the Notes are listed and admitted to trading, at the specified office of the Fiscal Agent or such other Paying Agent as may from time to time be designated by the relevant 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 relevant Issuer in respect of such Definitive Materialised Notes, Receipts, Coupons or further Coupons) and otherwise as the relevant Issuer may require. Mutilated or defaced Materialised Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

## 14 Further Issues and Consolidation

(a) **Further Issues:** Unless otherwise specified in the relevant Final Terms, the relevant Issuer may, without the consent of the Noteholders, Receiptholders or Couponholders create and issue further Notes to be assimilated (*assimilées*) and form a single series with the Notes provided such Notes and the further Notes carry rights identical in all respects (or in all respects save for the first payment of interest specified in the relevant Final Terms) and that the terms of such further Notes provide for such assimilation; and references in these Conditions to “**Notes**” shall be construed accordingly.

(b) **Consolidation:** Unless otherwise provided in the relevant Final Terms, the relevant Issuer, with the prior approval of the Consolidation Agent, may from time to time on any Interest Payment Date occurring on or after the Redenomination Date on giving not less than thirty (30) days’ prior notice to the Noteholders in accordance with Condition 16, without the consent of the Noteholders, Receiptholders or Couponholders, consolidate

the Notes of one Series denominated in euro with the Notes of one or more other Series issued by it, whether or not originally issued in one of the European national currencies or in euro, provided such other Notes have been redenominated in euro (if not originally denominated in euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Notes.

## 15 Change of Control

### Increase of the applicable Rate of Interest following a Rating Downgrade resulting from a Change of Control:

- a) Each year while any Note remains outstanding and no later than two weeks after the filing of its annual accounts with the Registrar of the Court of Commerce, the Issuer shall notify the Representative of the Noteholders (*représentant de la Masse*) in writing (the “**Annual Notification**”) of any Change of Control that may have occurred in the previous twelve months.

A “**Change of Control**” shall be deemed to occur if (whether or not approved by the Board of Directors of the relevant Issuer) any person or any group of persons acting in concert belonging to (i) the Association Familiale Mulliez and/or (ii) one or more entities whose interests or shares are owned, directly or indirectly, by any member of the *Association Familiale Mulliez* cease to hold together, directly or indirectly, at least 50.1 per cent. of the total voting rights or of the issued ordinary share capital of the relevant Issuer (or in the event of a merger or an acquisition, its successor company).

### b) Rate of Interest Increase Event

In the event that

- i a Rating Downgrade occurs at any time during the 90 days following the Annual Notification, and
- ii the relevant Rating Agency publicly announces, or confirms in writing to the Issuer, that such Rating Downgrade results, in whole or in part, from the Change of Control that has occurred,

(i and ii together, a “**Rate of Interest Increase Event**”), then, the Rate of Interest will be increased in accordance with the table set out in the relevant Final Terms.

Such increased Rate of Interest shall apply as from and including the date (the “**Rate of Interest Increase Date**”) that is the later of:

- (i) the date of the Change of Control; and
- (ii) the date of announcement of such Rating Downgrade,

for the remainder of the Interest Period in which the Rate of Interest Increase Date occurs and following this announcement (the interest payable in respect of such Interest Period being calculated on a pro rata basis by applying the Day Count Fraction) and for all subsequent Interest Periods until the redemption of such Note.

The Issuer shall forthwith give notice to the Fiscal Agent of such increase in the Rate of Interest and shall notify the Noteholders thereof immediately in accordance with Condition 16 “Notices”.

The Rate of Interest payable on the Notes will only be subject to adjustment as provided in this Condition upon the first occurrence of a Change of Control or Rating Downgrade and there shall be no further adjustments to the Rate of Interest upon the occurrence of any subsequent upwards or downwards change in rating.



A “**Rating Downgrade**” shall be deemed to have occurred in respect of a Change of Control if the rating previously assigned to the Notes by any Rating Agency is (i) withdrawn or (ii) changed from an investment grade rating (BBB-/Baa3, or their respective equivalents for the time being, or better) to a non-investment grade rating (BB+/Ba1, or their respective equivalents for the time being, or worse) or (iii) if the rating previously assigned to the Notes by any Rating Agency was below an investment grade rating (as described above), lowered by at least one full rating notch (for example, from BB+/Ba1 to BB/Ba2 or their respective equivalents), provided that a Rating Downgrade otherwise arising by virtue of a particular change in rating shall be deemed not to have occurred in respect of a particular Change of Control if the Rating Agency making the change in rating does not publicly announce or confirm that the reduction was the result, in whole or part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Change of Control.

In the event that the Notes are rated by more than one Rating Agency, the rating to be taken into account to determine if a Rating Downgrade has occurred shall be the lower rating assigned by any of such Rating Agencies.

If any rating of the Issuer's Notes is assigned by any Rating Agency or Rating Agencies other than or in addition to Moody's and/or S&P, the ratings in the above table shall be construed as if it referred to the equivalent ratings of such other or additional Rating Agency or Rating Agencies.

In the event that the Issuer's Notes cease at any time to have a rating assigned to them by at least one Rating Agency, the Issuer shall use its best endeavours to obtain a rating of its Notes from a Rating Agency as soon as practicable.

“**Rating Agency**” means S&P, as the case may be, or any rating organisation generally recognised by banks, securities houses and investors in the euro-markets provided that references herein to a Rating Agency shall only be to such Rating Agency as shall have been appointed by or on behalf of the Issuer to maintain a Rating and shall not extend to any such Rating Agency providing rating on an unsolicited basis

“**Moody's**” means Moody's Investors Service and its successors or affiliates.

“**S&P's**” means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. and its successors or affiliates.

## **16 Notices**

- (a) Notices to the holders of Dematerialised Notes in registered form (*au nominatif*) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing or (ii) they are published in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or, so long as such Notes are listed and admitted to trading on any Regulated Market(s) and the rules of such Regulated Market so require, in a leading daily newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Notes are listed and admitted to trading is/are located, which in the case of the Regulated Market of the Luxembourg Stock Exchange is expected to be the *Luxemburger Wort*, or (iii) so long as such Notes are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, they are published on the website of the Regulated Market of the Luxembourg Stock Exchange.
- (b) Notices to the holders of Materialised Notes and Dematerialised Notes in bearer form (*au porteur*) shall be valid if published (i) in a leading daily newspaper of general

circulation in Europe (which is expected to be the *Financial Times*) or (ii) so long as such Notes are listed and admitted to trading on any Regulated Market(s), in a leading daily newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Notes are listed and admitted to trading is/are located, which, in the case of the Luxembourg Stock Exchange, is expected to be the *Luxemburger Wort*, or (iii) so long as such Notes are admitted to trading on any Regulated Market and the rules of such Regulated Market so permit, on the website of the Regulated Market on which such Notes are admitted to trading, which in the case of the Regulated Market of the Luxembourg Stock Exchange is expected to be the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

- (c) If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any notice given by publication shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first 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) (*au porteur* or *au nominatif*) 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 16(a), (b) et (c) above; provided that (i) so long as such Notes are listed and admitted to trading on any Regulated Market(s) and the rules of that Regulated Market so require, notices shall also be published in a leading daily newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Notes are listed and admitted to trading is located, which in the case of the Regulated Market of the Luxembourg Stock Exchange is expected to be the *Luxemburger Wort*, or (ii) so long as such Notes are listed and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, notices shall also be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). Notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 11 shall also be published in a leading newspaper with general circulation in Europe.

## **17 Method of Publication of the Prospectus and the Final Terms**

This Prospectus and the Final Terms related to Notes listed and admitted to trading on any Regulated Market will always be published on the websites of (a) the Luxembourg Stock Exchange and (b) the relevant Issuer ([www.auchan.com](http://www.auchan.com) in respect of Groupe Auchan and [www.banque-accord.com](http://www.banque-accord.com) in respect of Banque Accord).

In addition, should the Notes be listed and admitted to trading on a Regulated Market other than the Luxembourg Stock Exchange, the Final Terms related to those Notes will provide whether this Prospectus and the relevant Final Terms will be published on the website of (x) such Regulated Market or (y) the competent authority of the Member State in the EEA where such Regulated Market is situated.

## **18 Governing Law and Jurisdiction**

- (a) **Governing Law:** The Notes and, where applicable, the Receipts, the Coupons and the Talons are governed by, and shall be construed in accordance with, French law.

- (b) **Jurisdiction:** Any claim against the relevant Issuer in connection with any Notes, Receipts, Coupons or Talons may be brought before any competent court in Paris.

## TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALIZED NOTES

### Temporary Global Certificate

A Temporary Global Certificate, without interest Coupons, will initially be issued in connection with Materialised Notes. Upon the initial deposit of such Temporary Global Certificate with a common depository for Euroclear and for Clearstream, Luxembourg (the “**Common Depository**”). Euroclear or 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 (if indicated in the relevant Final Terms) credit the accounts of subscribers with other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems with a nominal amount of Notes. Conversely, a nominal amount of Notes that is initially deposited with any clearing system other than Euroclear or Clearstream, Luxembourg 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 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) as to non-U.S. beneficial ownership (a form of which shall be available at the specified offices of any of the Paying Agents) for Definitive Materialised Notes.

### Delivery of Definitive Materialised Notes

On or after its Exchange Date, the holder of the Temporary Global Certificate must surrender such Temporary Global Certificate to or to the order of the Fiscal Agent. In exchange for the Temporary Global Certificate so surrendered, the Issuer will deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Materialised Notes.

In this 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 requirements of the Regulated Market. Forms of such Definitive Materialised Notes shall be available at the specified offices of any of the Paying Agents.

### 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) days after its issue date, provided that, in the event any further Materialised Notes which are to be assimilated with such first mentioned Materialised Notes are issued prior to such day pursuant to Condition 14,

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

In the case of Materialised Notes with an initial maturity of more than 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 WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES FEDERAL INCOME TAX LAWS INCLUDING THE LIMITATION PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

## **USE OF PROCEEDS**

Unless otherwise specified in the relevant Final Terms, the net proceeds of the issue of the Notes will be used for general corporate purposes in the case of Notes issued by Groupe Auchan, and for general corporate purposes in the case of Notes issued by Banque Accord.

## DESCRIPTION AND BUSINESS OVERVIEW OF GROUPE AUCHAN AND BANQUE ACCORD

### I. History and development of the Issuers

Groupe Auchan, Banque Accord and their respective consolidated subsidiaries and affiliates as a whole are hereafter referred to as the “**Auchan Group**”.

#### **Overview of the Auchan Group**

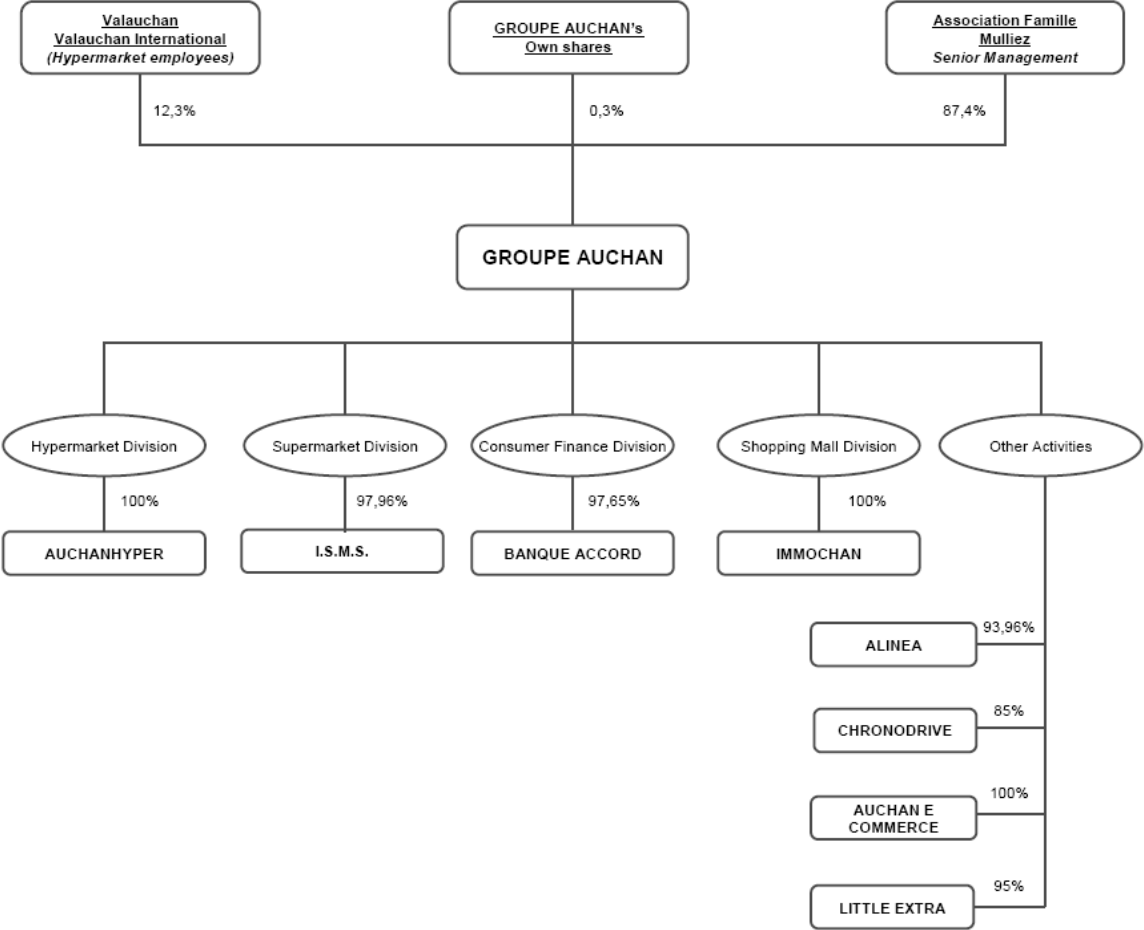
The principal business of the Auchan Group is food retailing through hypermarkets and supermarkets in 13 countries on three continents. The Auchan Group has a strong market position in the French and Southern European food retail markets (particularly in Spain, Portugal and Italy) and significant international market positions in the other countries. The Auchan Group has developed specific activities to support its core business, such as shopping centre management, through Immochan, and financial services, through Banque Accord, as well as certain less significant activities such as home furnishing and appliances, cybermarket on website and distance shopping.

As at 31 December 2009, the Auchan Group employed approximately 243,000 persons (average full-time equivalent workforce) and operated employee share schemes not only in France but also in several other countries. The first employee share scheme of the Auchan Group was launched in France in 1977.

**SIMPLIFIED GROUP ORGANISATIONAL STRUCTURE AS OF 30 JUNE 2010**

**(all percentages are relating to voting rights)**

**SIMPLIFIED GROUP ORGANISATIONAL STRUCTURE AS OF 30 JUNE 2010**  
**(all percentages are relating to voting rights)**





## **1. DESCRIPTION AND BUSINESS OVERVIEW OF GROUPE AUCHAN**

### **A. General information about Groupe Auchan**

Groupe Auchan is a French *société anonyme à conseil d'administration* with an issued shared capital of €631,952,080 (divided into 30,167 preferred shares and 31,567,437 ordinary shares of €20 each), registered with the *Registre du Commerce et des Sociétés* of Roubaix – Tourcoing under number 476 180 625. Its registered office is located at 40 avenue de Flandre, 59170 Croix, France, (telephone number: + 33.3.20.81.68.00) (hereafter “**Groupe Auchan**”). Groupe Auchan was incorporated in France on May 15<sup>th</sup>, 1961 for a term expiring on June 15<sup>th</sup>, 2060. It is governed by the French *Code de Commerce* and *Code monétaire et financier* and *décret n° 67-236* of 23 March 1967.

The corporate object of Groupe Auchan, as defined in clause 3 of its articles of association, is to carry out the following activities in any country:

- retail trade of all items, in particular food, household articles and clothing,
- wholesale trade of all items,
- activity as forwarding agent and purchase agent,
- and any commercial, industrial, financial or real estate transactions directly or indirectly relating to the main object of Groupe Auchan, and easing such object.

Groupe Auchan may act either on its own behalf or on behalf of any third party as representative, broker or commission agent.

### **B. Principal activities of Groupe Auchan**

Groupe auchan is the parent company of the Auchan group, the activity of which is divided into four core businesses: hypermarkets, supermarkets, retail real estate and banking.

#### **a. Hypermarket division.**

The Auchan Group's primary strength and experience lies in its ability to manage large hypermarkets which sales area are up to 20,000m<sup>2</sup> with a broad range of products (up to 80,000 different products on average in French hypermarkets of which approximately 65% account for food products and 35% for non food products).

The hypermarket activity, which represented 80 % of group revenue in 2009, brought together 537 hypermarkets in 13 countries and region. 48% of these are located in Western Europe (France, Spain, Italy, Portugal, Luxembourg) and 52% in central and Eastern Europe (Poland, Hungary, Russia, Ukraine, Romania), China (mainland China and Taiwan) and Dubai. 5 RT Mart hypermarkets are under management contracts in Taiwan. In France, in association with Groupe Auchan, the Schiever group owns 7 hypermarkets of the Auchan chain. In Italy, Auchan opened its first franchised store in 2007.

The Auchan Group's hypermarkets are located in major shopping centres where international and national powerful specialised retailers are located, with the view to attracting customers flows.

All hypermarkets are usually operated under the trade-name Auchan except in countries where a local well established trade-name has been either acquired or created. This is the case for the Alcampo hypermarkets in Spain, the Jumbo hypermarkets in Portugal or the RT Mart hypermarkets in Taiwan.

#### **b. Supermarket division**

A further strength and experience of the Auchan Group lies in its ability to manage

supermarkets, where in France approximately 92% of the activity consists of the sale of food products, of which around 50% are perishable goods. Supermarkets (which sales areas are approximately between 600m<sup>2</sup> and 4,400m<sup>2</sup>) are located in urban trade centres or in small cities for neighbourhood retail activities.

Such supermarkets business, initiated in 1996 with the acquisition of the Docks de France group (France, Spain) and the Spanish and Portuguese activities of Pão de Açúcar, is present in 5 countries: France, Spain, Italy, Poland and Russia. It brings together over 700 fully-consolidated outlets and also includes 1,600 associated or franchised supermarkets in Italy, France and Spain.

#### c. Retail real estate division

The retail real estate division is responsible for the management and development of the Auchan Group's shopping centres and retail properties. The Auchan Group's world-wide strategy is to build major shopping centres, with a view to increase the customer flow in hypermarkets.

#### d. banking division

The banking division of the Auchan group is described below (see hereafter "*Principal activities of Banque Accord*").

### **C. Recent events particular to Groupe Auchan.**

Recent events particular to Groupe Auchan are set out in details on pages 3 to 6 of the 2010 half-yearly Financial report (see section 3 "*Interim management report*") and on pages 2 to 3 ("*1. Significant events in 2009 and main changes in the consolidation scope*" and "*2. Activities and results*") and 14 (see note 2 "*Significant events and main changes in the consolidation scope*") of the 2009 Financial report which are incorporated by reference in this Prospectus.

Notably, the General Meeting of the shareholders approved on June 30<sup>th</sup>, 2010 a change in Groupe Auchan's governance structure. From such date, Groupe Auchan, which had previously been managed by a Management Board and a Supervisory Board, adopted a structure managed by a Board of Directors. The Board of Directors met the same day and decided that the functions of both Chairman of the Board and of Chief Executive Officer should be fulfilled by Mr. Vianney Mulliez.

### **D. Management of Groupe Auchan**

#### **Board of Directors (*Conseil d'administration*) of Groupe Auchan**

**Principal Occupation (and principal activities outside Groupe Auchan that are significant with respect to Groupe Auchan):**

<b>Vianney MULLIEZ</b>	Chairman ( <i>President du Conseil d'administration</i> )
<b>AUSSPAR S.A.S.</b>	Member, represented by Arnaud MULLIEZ
<b>Daniel BACROT</b>	Member
<b>Christophe DUBRULLE</b>	Member
<b>Bertrand LECLERCQ</b>	Member
<b>Louis MULLIEZ</b>	Member
<b>Muriel VAN DER WEES</b>	Member

With respect to Groupe Auchan, all members of the Board of Directors have their business address at Groupe Auchan's address.

There is no known potential conflict of interests between any duties to Groupe Auchan of the members of the Board of Directors and their private interests and/or other duties.

#### **Audit committee**

The audit committee consists of:

<b>Vianney MULLIEZ</b>	Chairman
<b>Christophe DUBRULLE</b>	Member

#### **Executive Committee**

The executive committee consists of:

<b>Vianney MULLIEZ</b>	Chairman
<b>Philippe BAROUKH</b>	Member, Chairman of Auchanhyper S.A.S., Head of the hypermarket division.
<b>Patrick BODIN</b>	Member, Head of Corporate Financial Planning and Analysis
<b>Xavier DELOM de MEZERAC</b>	Group Chief Financial Officer
<b>Jérôme GUILLEMARD</b>	Member, Chairman of the Board of Directors of Banque Accord S.A.
<b>Philippe GRACIA</b>	Member, Head of Human Resources
<b>Benoît LHEUREUX</b>	Member, Chairman of Immochan S.A.S.
<b>Philippe SAUDO</b>	Member, Chief Executive Officer of International Supermarkets Stores S.A.S.

#### **E. Trend information**

There has been no material adverse change in the prospect of Groupe Auchan since 31 December 2009.

No trends, uncertainties, demands, commitment or events Groupe Auchan is aware of as at the date of this Prospectus are reasonably likely to have any material effect on Groupe Auchan's prospects for the current financial year.

## **2. DESCRIPTION AND BUSINESS OVERVIEW OF BANQUE ACCORD**

### **A. General information about Banque Accord**

Banque Accord is a French *société anonyme* with an issued shared capital of €28,795,040 (divided into 1,439,752 ordinary shares of €20 each), registered with the *Registre du Commerce et des Sociétés* of Roubaix – Tourcoing under number 546 380 197. Its registered office is located at 40 avenue de Flandre, 59170 Croix, France (telephone number: + 33.3.28.38.58.00) and its principal place of business is located at 4/6, rue Jeanne Maillotte, 59110 La Madeleine, France (telephone number: + 33 3 28 38 58 00) . Banque Accord was incorporated in France on June 22<sup>nd</sup>, 1988 for a term expiring on 31 December 2100. Banque Accord is a fully-owned subsidiary of Groupe Auchan holding 97.65 % of its shares.

Banque Accord is a company duly licensed as a bank by the French *Comité des établissements de crédit et des entreprises d'investissement* pursuant to the provisions of the French *Code monétaire et financier*. It is governed by the French *Code de Commerce* and *Code monétaire et financier*.

### **B. Principal activities.**

Banque Accord's business is divided into four main activities: (i) the issuance and the management of payment cards (private label payment cards, credit cards, gift cards), (ii) the distribution of financial services (consumer credits, insurance, saving) and of non financial services (such as special offers on magazine subscription), (iii) the electronic management of banking payment transactions, the management of authorization system for such transactions, the management of electronic payment terminals and of the integrated cash desks, the managements of fuel dispensers as well as of cash dispensers and (iv) insurance brokerage.

Banque Accord offers to its customers a complete range of financing services, such as term loans redeemable by instalments and revolving credit facilities, primarily through the issuance and management of the private label cards and payment and credit cards. In addition, Banque Accord offers its financial services, such as personal loans, savings as well as insurance services. The services of Banque Accord are proposed primarily through the stores of the Auchan Group or the stores operated by other retailers with which Banque Accord has entered into a partnership. Since 2004, Banque Accord's has been operating its activities through its commercial offices and the call centres of Banque Accord. Banque Accord has already developed and managed an extensive and detailed client database, which allows it to set up and tailor customer loyalty programmes through exclusive commercial offers designed for holders of the cards issued by Banque Accord.

Since its creation as a core business unit of the Auchan Group, Banque Accord is also involved in the management of all non-cash transactions in France, namely all payments made by any kind of credit cards or Accord network cards in any stores of the Auchan Group located in France.

### **C. Recent events particular to Banque Accord**

Recent events particular to Banque Accord are set out in details on pages 4 to 6 of the 2010 half-yearly Financial report (see the "*Business report for the first half-year period of 2010*" section) and on pages 27 to 28 (see point 2 "*Events and activity in 2009*" of the "Activity report for the fiscal year ended 31 December 2009") and on page 36 (Note 2 "*Significant events and main changes in the consolidation scope*") of the 2009 Financial report which are incorporated by reference in this Base Prospectus.

#### **D. Management of Banque Accord**

##### **Board of Directors (Conseil d'administration) of Banque Accord**

**Principal Occupation (and principal activities outside Banque Accord that are significant with respect to Banque Accord):**

<b>Jérôme GUILLEMARD</b>	Chairman
<b>Régis DEGELCKE</b>	Member,
<b>Xavier DELOM de MEZERAC</b>	Member
<b>Vincent FAUVET</b>	Member
<b>Henri MATHIAS</b>	Member
<b>Gérard MULLIEZ</b>	Member
<b>John ROCHE</b>	Member

##### **Chief Executive Officer**

**Jean-Pierre VIBOUD**

With respect to Banque Accord, all members of the Board of Directors or the Chief Executive Officer have their business address at Banque Accord's address.

The Directors of Banque Accord act in the best interest of the company. Each Director is likely to preserve his independence of analyse, judgment, decision and action in all circumstance. The Directors shall inform the Board of any real or potential conflict of interest to which he may be exposed. There exists no known potential conflict of interests between any duties to Banque Accord of its Directors and their private interests and/or other duties.

#### **E. Trend information**

There has been no material adverse change in the prospect of Banque Accord since 31 December 2009.

No known trends, uncertainties, demands, commitment or events are reasonably likely to have any material effect on Banque Accord's prospects for the current financial year.

## TAXATION

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

**All prospective holders should seek independent advice as to their tax positions.**

### **EU Savings Directive**

On June 3<sup>rd</sup>, 2003, the Council of the European Union (“EU”) adopted directive 2003/48/EC on taxation of savings income in the form of interest payments (hereinafter referred to as the “**EU Savings Directive**”). The EU Savings Directive is, in principle, applied by Member States as from July 1<sup>st</sup>, 2005 and has been implemented in Luxembourg by the laws of June 21<sup>st</sup>, 2005 (the “Laws of June 21<sup>st</sup>, 2005”). Under the EU Savings Directive, each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income within the meaning of the EU Savings Directive paid by a paying agent within the meaning of the EU Savings Directive established within such Member State, to an individual resident or certain types of entities called “residual entities” (hereinafter referred to as the “**Residual Entities**”), within the meaning of the EU Savings Directive (i.e. entities without legal personality whose profits are not taxed under the general arrangements for the business taxation and that are not, or have not opted to be considered as, a UCITS (standing for “Undertakings for Collective Investments in Transferable Securities”) recognized in accordance with EC Directive 85/611/EEC) established in that other Member State (or certain dependent or associated territories). For a transitional period, however, Austria and Luxembourg are permitted to apply an optional information reporting system whereby if a beneficial owner, within the meaning of the EU Savings Directive, does not comply with one of two procedures for information reporting, the relevant Member State will levy a withholding tax on payments to such beneficial owner. The withholding tax system will apply for a transitional period during which the rate of the withholding will be of twenty per cent (20%) from July 1<sup>st</sup>, 2008 to June 30<sup>th</sup>, 2011 and thirty-five per cent (35%) as from July 1<sup>st</sup>, 2011.

The transitional period is to terminate at the end of the first full fiscal year following the later of (i) the date of entry into force of an agreement between the European Community, following unanimous decision of the European Council, and the last of Switzerland, Liechtenstein, San Marino, Monaco and Andorra, providing for the exchange of information

upon request as defined in the OECD Model Agreement on Exchange of Information on Tax Matters released on April 18<sup>th</sup>, 2002 (the “**OECD Model Agreement**”) with respect to interest payments within the meaning of the Directive, in addition to the simultaneous application by those same countries of a withholding tax on such payments at the rate applicable for the corresponding periods mentioned above and (ii) the date on which the European Council unanimously agrees that the United States of America is committed to exchange information upon request as defined in the OECD Model Agreement with respect to interest payments within the meaning of the EU Savings Directive (see “Council Directive 2003/48/EC on Taxation of Savings Income in the Form of Interest Payments”).

Also with effect from July 1<sup>st</sup>, 2005, a number of non-EU countries and certain dependent or associated territories have agreed to adopt similar measures (either provision of information or transitional withholding) in relation to payments made by a paying agent (within the meaning of the EU Savings Directive) established within such countries or territories to, or collected by such a paying agent for, an individual resident or a Residual Entity established in a Member State. In addition, Luxembourg and some other Member States have entered into reciprocal provision of information or transitional withholding agreements (the “Agreements”) with certain of the dependent or associated territories (Aruba, British Virgin Islands, Guernsey, Isle of Man, Jersey, Montserrat, and Netherlands Antilles) in relation to payments made by a paying agent established in a Member State to, or collected by such a paying agent for, an individual resident or a Residual Entity established in one of those territories.

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

For French tax purposes, this Directive has been implemented into French law under Article 242 *ter* of the French *Code Général des Impôts* and 49 I *ter* to 49 I *sexies* of the Schedule III to the French *Code Général des Impôts* (General tax code).

## France

### *EU Savings Directive*

The EU Savings Directive was implemented into French law under article 242 *ter* of the French *Code Général des Impôts*, which imposes on paying agents based in France an obligation to report to the French tax authorities certain information with respect to interest payments made to beneficial owners domiciled in another Member State, including, among other things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner. These reporting obligations have entered into force with respect to interest payments made on or after July 1<sup>st</sup>, 2005.

### *New withholding tax rules from March 1<sup>st</sup>, 2010*

Following the introduction of the French *loi de finances rectificative pour 2009 n°3* (n° 2009-1674 dated December 30<sup>th</sup>, 2009) (hereinafter referred to the “**Law**”), as interpreted by the French tax authorities in a public ruling (*Rescrit N° 2010/11 (FP and FE)* dated February 22<sup>nd</sup>, 2010 – hereinafter referred to as the “**Ruling**”), payments of interest and other revenues made by the Issuers with respect to Notes (other than Notes (as described below) which are consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued before March 1<sup>st</sup>, 2010 having the benefit of Article 131 *quater* of the French *Code Général des Impôts*) will not be subject to the withholding tax set out under Article 125 A III of the French *Code Général des Impôts* unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non-coopératif* or “ETNC”). If such payments under the Notes are made in a Non-cooperative State, a fifty per cent (50%) withholding tax will be applicable (subject to certain exceptions and to the more favourable provisions of any applicable double tax treaty) by virtue of Article III of the French *Code Général des Impôts*.

In furtherance of the foregoing, according to Article 238 A of the French *Code Général des Impôts* interest and other revenues on such Notes will no longer be deductible from the Issuers’ taxable income, as from the fiscal year starting on or after January 1<sup>st</sup>, 2011, if they are paid or accrued to persons established in a Non-Cooperative State or paid in such Non-Cooperative State. Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 of the French *Code Général des Impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 *bis* 2 of the French *Code Général des Impôts*, at a rate of twenty-five per cent (25%) or fifty per cent (50%) (subject to the more favourable provisions of any applicable double tax treaty).

Notwithstanding the foregoing, the Law provides that neither the fifty per cent (50%) withholding tax set out under Article 125 A III of the French *Code Général des Impôts* nor, to the extent the relevant interest or other revenues relate to actual operations and are not in an abnormal or exaggerated amount, the non-deductibility will apply if the Issuers can prove that the principal purpose and effect of a particular issue of Notes was not that of allowing



the payments of interest or other revenues to be made in a Non-Cooperative State (such situation being hereinafter referred to as the “**Exception**”). Pursuant to the ruling (“*rescrit*”) n°2010/11 of the *Direction générale des impôts* dated February 22<sup>nd</sup>, 2010, an issue of Notes will benefit from the Exception without the Issuers having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French *Code Monétaire et Financier* or pursuant to an equivalent offer in a State other than a Non-Cooperative State. For this purpose, an “equivalent offer” means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or
- (ii) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment service provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or
- (iii) admitted, at the time of the issue, to the operations of a central depository or of a securities clearing and delivery payment systems operator within the meaning of Article L.561-2 of the French *Code Monétaire et Financier*, or of one or more similar foreign depositories or operated provided that such depository or operator is located in a Non-Cooperative State.

Payment of interest and other revenues with respect to Notes that are issued on or after March 1<sup>st</sup>, 2010 and which are consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued before March 1<sup>st</sup>, 2010, will continue to be exempt from the withholding tax set out under article 125 A III of the French *Code Général des Impôts*.

Notes issued before March 1<sup>st</sup>, 2010, whether denominated in Euro or in any other currency, and constituting *obligations* under French law or *titres de créances négociables* within the meaning of rulings (*rescrits*) 2007/59 (FP) and 2009/23 (FP) of the *Direction générale des Impôts* dated January 8<sup>th</sup>, 2008 and April 7<sup>th</sup>, 2009, respectively, or other debt securities issued under French or foreign law and considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France for the purpose of Article 131 *quater* of the French *Code Général des Impôts*, in accordance with circular 5 I-11-98 of the *Direction générale des Impôts* dated September 1998 and the aforementioned rulings (*rescrits*) 2007/59 (FP) and 2009/23 (FP).

In addition, interests and other revenues paid by the Issuers on Notes issued on or after March 1<sup>st</sup>, 2010 and which are to be consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued before March 1<sup>st</sup>, 2010 will not be subject to

the withholding tax set out in Article 119 *bis* of the French *Code Général des Impôts* solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

For the avoidance of doubt, Notes issued before March 1<sup>st</sup>, 2010 but which maturity is extended on or after March 1<sup>st</sup>, 2010 would fall under the new French withholding tax regime pursuant to the Law from their initial maturity date.

Noteholder, Couponholder, Receiptholder and/or prospective holder or beneficial owner of the Notes must inform itself and/or consult its tax advisor regarding the new French withholding tax regime pursuant to the French *loi de finances rectificative pour 2009 n°3* (n°2009-1674 dated December 30<sup>th</sup>, 2009) applicable as from March 1<sup>st</sup>, 2010, together with the ruling ("*rescrit*") n°2010/11 of the *Direction générale des impôts* dated February 22nd, 2010.

The Issuers have no duty to inform the Dealers, Noteholders, Couponholders, Receiptholders and/or prospective holder or beneficial owner of the Notes of said new French withholding tax regime and assume no obligation to advise them of any change in the tax status of the Notes with respect to the new French withholding tax regime.

See "*Terms and Conditions of the Notes – Taxation*"

## **Luxembourg**

*The following is a general description of certain Luxembourg tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in Luxembourg or elsewhere. Prospective purchasers of the Notes should consult their own tax advisers as to which countries tax laws could be relevant to acquiring, holding and disposing of the Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of Luxembourg. This summary is based upon the law as in effect on the date of this Prospectus. The information contained within this section is limited to withholding tax issues, and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes.*

### **Withholding tax**

All payments of interest and principal by the Issuers in the context of the holding, disposal, redemption or repurchase of the Notes can be made free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with the applicable Luxembourg law, subject however to:

- (i) the application of the Luxembourg laws of June 21<sup>st</sup>, 2005 implementing the EU Savings Directive as well as several agreements concluded between Luxembourg and certain dependent or associated territories of the European Union (“EU”) and providing for the possible application of a withholding tax (of twenty per cent (20%) from July 1<sup>st</sup>, 2008 to June 30<sup>th</sup>, 2011 and thirty-five per cent (35%) as from July 1<sup>st</sup>, 2011) on interest paid to certain Luxembourg non resident investors (individuals and Residual Entities) (see, paragraph “EU Savings Directive” above, which may be applicable in the event of the Issuer appointing a paying agent in Luxembourg within the meaning of the EU Savings Directive or Agreements);
- (ii) the application as regards Luxembourg resident individuals of the Luxembourg law of December 23<sup>rd</sup>, 2005 which has introduced a ten per cent (10%) withholding tax on certain interest payments (*i.e.* with certain exemptions, interest payments within the meaning of the Luxembourg Laws of June 21<sup>st</sup>, 2005 implementing the EU Savings Directive and the Agreements). This law applies to interest payments accrued as from July 1<sup>st</sup>, 2005 and paid as from January 1<sup>st</sup>, 2006. Further and pursuant to the Luxembourg law of July 17<sup>th</sup>, 2008, Luxembourg resident individuals who are the beneficial owners of interest payments and other similar income made by a paying agent established outside Luxembourg in a Member State of the European Union or of the European Economic Area or in a jurisdiction having concluded an agreement with Luxembourg in connection with the EU Savings Directive, may also opt for a ten per cent (10%) levy. In such case, the ten per cent (10%) levy is calculated on the same amounts as for the payments made by Luxembourg resident paying agents. The option for the ten per cent (10%) levy must cover all interest payments made by the paying agent to the Luxembourg resident beneficial owner during the entire civil year. For Luxembourg resident individuals acting in the course of the management of their private wealth, the ten per cent (10%) levy is final whether such withholding tax is levied on a mandatory basis by a Luxembourg paying agent or levied at the option of such Luxembourg resident individual.

Responsibility for the withholding of tax in application of the above-mentioned Luxembourg laws of June 21<sup>st</sup>, 2005 and the law of December 23<sup>rd</sup>, 2005 is assumed by the Luxembourg paying agent within the meaning of these laws.

Investors should carefully review Condition 8 entitled “**TAXATION**” of the “**TERMS AND CONDITIONS OF THE NOTES**” section in the Base prospectus.

## **SUBSCRIPTION AND SALE**

### **Summary of Dealer Agreement**

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

The relevant Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it unless otherwise agreed. Groupe Auchan and Banque Accord have agreed to reimburse the Dealers as agreed between the relevant Issuer and the Dealers in the Amended and Restated dealer Agreement to be signed between the Issuers and the Dealers. The commissions in respect of an issue of Notes on a syndicated basis will be stated in the relevant Final Terms.

Groupe Auchan and Banque Accord have 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 the sales 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 relevant Issuer.

### **Selling Restrictions**

#### **France**

Each of the Dealers and, as the case may be, each of the additional Dealers appointed under the Programme has represented and agreed, that it has not offered or sold and will not offer or sell, 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, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (i) providers of investment services relating to portfolio management for the account of third parties (personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers) and/or (ii) qualified investors (*investisseurs qualifiés*), all as defined in, and in accordance with, Articles L.411-2, D.411-1 to D.411-3 of the French Code monétaire et financier.

This Base Prospectus, prepared in connection with the Notes to be issued under the Programme, has not been submitted to the clearance procedure of the French financial markets authority (*Autorité des Marchés Financiers*).

#### **Non-Cooperative States**

Each of the Dealers and, as the case may be, each additional Dealers appointed under the Programme has represented and agreed it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in a Non-Cooperative State and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in a Non-Cooperative State, the Propectus, the relevant Final Terms or any other offering material relating to the Notes.

For the avoidance of doubt, pursuant to the ruling (“*rescrit*”) n°2010/11 of the *Direction générale des impôts* dated February 22<sup>nd</sup>, 2010, Notes shall be considered as being offered or sold, or the

Prospectus, the relevant Final Terms or any other offering material relating to the Notes shall be considered as being distributed, to the public in a Non-Cooperative State if:

- (i) the person to whom, or the entity to which, the offer of Notes is made or the Notes are sold, or the Prospectus, the relevant Final Terms or other offering material relating to the Notes are distributed, is domiciled or set up in a Non-Cooperative State;
- (ii) the bank account of the person to whom, or the entity to which, the offer of Notes is made or the Notes are sold, or the Base Prospectus, the relevant Final Terms or other offering material relating to the Notes are distributed, is held by a banking institution set up in a Non-Cooperative State, it being understood that:
  - such person or entity subsequently purchases Notes issued under the Programme;
  - payment of interest and other revenues in respect of the Notes, Receipt or Coupons held by such person or entity is made on its bank account held by a banking institution set up in a Non-Cooperative State.

Each Dealer (and, as the case may be, each additional Dealers appointed under the Programme), Noteholder, Couponholder, Receiptholder and/or prospective holder or beneficial owner of the Notes must inform itself and/or consult its tax advisor regarding the new French withholding tax regime pursuant to the French *loi de finances rectificative pour 2009 n°3* (n°2009-1674 dated December 30<sup>th</sup>, 2009) applicable as from March 1<sup>st</sup>, 2010, together with the ruling ("*rescrit*") n°2010/11 of the *Direction générale des impôts* dated February 22<sup>nd</sup>, 2010.

The Issuers have no duty to inform the Dealers, Noteholders, Couponholders, Receiptholders and/or prospective holder or beneficial owner of the Notes of said new French withholding tax regime and assume no obligation to advise them of any change in the tax status of the Notes with respect to the new French withholding tax regime.

#### **European Economic Area (Public Offer Selling Restrictions under the prospectus Directive)**

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

- (a) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "**Non-Exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Final Terms contemplating such Non-Exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable;
- (b) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- (c) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000;

and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;

(d) at any time to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(e) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Notes referred to in (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 expression an “**offer of Notes to the public**” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

### **United States**

The Notes have not been and will not be registered under the Securities Act of 1933 as amended. Under U.S. regulations, the Notes may not be offered or sold directly or indirectly within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act (“**Regulation S**”).

Materialised Notes having a maturity of more than one (1) year are subject to U.S. federal income tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder.

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

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

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

This Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Prospectus does not constitute an offer to any person in the United States. Distribution of this Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States is unauthorised and

any disclosure without prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States, is prohibited.

### **United Kingdom**

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

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

### **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948, as amended) (the “**Financial Instruments and Exchange Law**”). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, a resident of Japan, or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Law and other relevant laws and regulations of Japan. As used in this paragraph, “resident of Japan” shall be read and construed according to the definition given under article 6.1(v) of the Financial Instruments and Exchange Law.

### **Republic of Italy**

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of this Base Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy, except: (i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree No. 58 of 24th February, 1998, as amended (the “Financial Services Act”) and Article 34-ter, first paragraph, letter (b) of CONSOB Regulation No. 11971 of 14 May, 1999, as amended from time to time (“Regulation No. 11971”); or (ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Regulation No. 11971.

Any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in the Republic of Italy under (i) or (ii) above must be: (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29th October, 2007 (as amended from time to time) and Legislative Decree No. 385 of 1st September, 1993, as amended (the “Banking Act”); and (b) in compliance with the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the

Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy; and (c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or any other Italian authority.

***Please note that in accordance with Article 100-bis of the Financial Services Act, where no exemption from the rules on public offerings applies under (i) and (ii) above, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Financial Services Act and Regulation No. 11971. Failure to comply with such rules may result in the sale of such Notes being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.***

## **General**

These selling restrictions may be modified by the Issuers, with reasonable prior opportunity given to the Dealers to comment any such modification in particular following a change in a relevant law, regulation or directive. Any such modification or supplement will be set out in the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Prospectus.

Unless specified in the relevant Final Terms, no action has been taken in any jurisdiction that would permit an offer to the public of any of the Notes, or possession or distribution of the Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Prospectus, any other offering material or any Final Terms and obtain any consent, approval or permission required for the purchase, offer or sale of Notes under the laws and regulations in force in any jurisdiction in which it makes such purchase, offer or sale and neither any of the Issuers nor any other Dealer shall have responsibility therefore.

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



## FORM OF FINAL TERMS

Final Terms dated [•]

[Logo, if document is printed]

**Groupe Auchan/  
Banque Accord**

Euro 6,000,000,000 Euro Medium Term Note Programme  
for the issue of Notes

**SERIES NO: [•]**

**TRANCHE NO: [•]**

**[Brief description and Amount of Notes]**

**Issued by: [Groupe Auchan/ Banque Accord (the “Issuer”)]**

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 Prospectus dated [•] [and the supplement to the Prospectus dated [•]] which [together] constitute[s] a prospectus for the purposes of the Directive 2003/71/EC (the “**Prospectus Directive**”).

This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus [as so supplemented]. The Prospectus [and the supplement to the Prospectus] and the relevant Final Terms [is] [are] available for viewing on the websites of (a) the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and (b) the relevant Issuer ([www.groupe-auchan.com](http://www.groupe-auchan.com) in respect of Groupe Auchan and [www.banque-accord.com](http://www.banque-accord.com) in respect of Banque Accord) and copies may be obtained from [Groupe Auchan, 40 avenue de Flandre, 59170 Croix, France]/[Banque Accord, 4/6 rue Jeanne Maillote, 59110 La Madeleine, France], [and] during normal business hours at the specified office of the Paying Agent(s) where copies may be obtained.

[In addition<sup>1</sup>, the Prospectus [and the supplement to the Prospectus] [is] [are] available for viewing [at/on] [•]].

*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date.*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Prospectus dated [original date] [and the supplement to the Prospectus dated [•]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Directive 2003/71/EC (the “**Prospectus Directive**”) and must be read in conjunction with the Prospectus dated [current date] [and the supplement to the Prospectus dated [•]], which [together] constitute[s] a prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the Prospectus dated [original date] [and the supplement to the Prospectus] dated [•]] and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus dated [original date] and the Prospectus dated [current date] [and the supplement to the Prospectus dated [•]]. The Prospectus [and the supplement to the Prospectus] [is] [are] available for viewing on the websites of (a) the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and (b) the relevant Issuer ([www.groupe-auchan.com](http://www.groupe-auchan.com) in respect of Groupe Auchan and [www.banque-accord.com](http://www.banque-accord.com) in respect of Banque Accord) and copies may be obtained from [Groupe Auchan, 40 avenue de Flandre, 59170 Croix, France]/[Banque Accord, 4/6 rue Jeanne Maillote, 59110 La Madeleine, France], [and] during normal business hours at the specified office of the Paying Agent(s) where copies may be obtained. [In addition<sup>2</sup>, the Prospectus [and the supplement to the Prospectus] [is] [are] available for viewing [at/on] [•]].

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

*[When completing final terms or adding any other final terms or information consideration should be given as to whether such terms or information constitute a “significant new factor” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]*

1. **Issuer:** Groupe Auchan / Banque Accord
2. [(i)] **Series Number:** [•]
- [(ii)] **Tranche Number:** [•]  
*(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).*

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<sup>1</sup> if the Notes are admitted to trading on a regulated market other than the Luxembourg Stock Exchange.

<sup>2</sup> if the Notes are admitted to trading on a Regulated Market other than the Luxembourg Stock Exchange.

- 3. Specified Currency or Currencies:** [•]
- 4. Aggregate Nominal Amount of Notes listed and admitted to trading:**
- (i) Series: [•]
- (ii) Tranche: [•]
- 5. Issue Price:** [•] per cent of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (if applicable)]
- 6. Specified Denomination(s):** [•]<sup>3</sup>  
*(one denomination only for Dematerialised Notes) (Not less than €50,000 or its equivalent in other currency at the Issue Date)*
- 7. (i) Issue Date:** [•]
- (ii) Interest Commencement Date:** *[specify/Issue Date/Not Applicable]*
- 8. Maturity Date:** *[specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]*
- 9. Interest Basis:** [• % Fixed Rate]  
 [[specify reference rate] +/- • % Floating Rate]  
 [Zero Coupon]  
 [Index Linked Interest]  
 [Other (specify)]  
*(further particulars specified below)*
- 10. Redemption/Payment Basis<sup>\*</sup>:** [Redemption at par]  
 [Index Linked Redemption]  
 [Dual Currency]  
 [Partly Paid]  
 [Instalment]  
 [Other (specify)]
- 11. Change of Interest or Redemption/ Payment Basis:** *[Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis]*
- 12. Put/Call Options:** [Investor Put]  
 [Issuer Call]  
*(further particulars specified below)*

<sup>3</sup> Notes (including Notes denominated in sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA and having a maturity of less than one year must have a minimum denomination of £100,000 (or its equivalent in other currencies).

<sup>\*</sup> If the Final Redemption Amount is different than one hundred per cent. (100%) of the nominal value, the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004 will apply. This form of Final Terms has been annotated to indicate where the key additional requirements of Annex XII are dealt with.

13. (i) **Status of the Notes:** [Dated Subordinated/Undated Subordinated/Unsubordinated Notes]
- (ii) **Dates of the corporate authorisations for issuance of the Notes:** [Decision of the *Directoire* of Groupe Auchan dated [•] [and of [•] [function] dated [•]]<sup>1</sup>/[Decision of the *Conseil d'administration* of Banque Accord dated [•] [and [•] [function] dated [•]]/[Decision of [•] [function] dated [•]]<sup>2</sup>
14. **Method of distribution:** [Syndicated/Non-syndicated]

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

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

<sup>1</sup> Relevant for issues of Notes constituting *obligations* under French law.

<sup>2</sup> Only relevant for issues of Notes not constituting *obligations* under French law.

- (iv) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other (*give details*)]
- (v) Business Centre(s): [•]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/FBF Determination/ISDA Determination/other (*give details*)]
- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [•]
- (viii) Screen Rate Determination: [Applicable/Not Applicable]
- Relevant Time: [•]
  - Interest Determination Date(s): [•]
  - Primary Source: [*Specify relevant Page or “Reference Banks”*]
  - Reference Banks (if Primary Source is “Reference Banks”): [*Specify four*]
  - Relevant Financial Centre: [*The financial centre most closely connected to the Benchmark*]
  - Benchmark: [*specify EURIBOR, LIBOR, LIBID, LIMEAN, or other benchmark*]
  - Representative Amount: [*Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount*]
  - Effective Date: [*Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period*]
  - Specified Duration: [*Specify period for quotation if not duration of Interest Accrual Period*]
- (ix) FBF Determination: [Applicable/Not Applicable]
- Floating Rate (*Taux Variable*): [•]
  - Floating Rate Determination Date (*Date de Détermination du Taux Variable*): [•]
  - FBF Definitions: (if different from those set [•]

out in the Conditions):

- (x) ISDA Determination: [Applicable/Not Applicable]
- Floating Rate Option: [•]
  - Designated Maturity: [•]
  - Reset Date: [•]
  - ISDA Definitions: (if different from those set out in the Conditions): [•]

(xi) Margin(s): [+/-][•] per cent per annum

(xii) Minimum Rate of Interest: [•] per cent per annum

(xiii) Maximum Rate of Interest: [•] per cent per annum

(xiv) Day Count Fraction: [•]

(xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [•]

**17. Zero Coupon Note Provisions** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Amortisation Yield: [•] per cent per annum

(ii) Day Count Fraction: [•]

(iii) Any other formula/basis of determining amount payable: [•]

**18. Index-Linked Interest Note/other variable-linked interest Note Provisions \*** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Index/Formula/other variable: [give or annex details]

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\* If the Final Redemption Amount is different than one hundred per cent. (100%) of the nominal value, the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004 will apply. This form of Final Terms has been annotated to indicate where the key additional requirements of Annex XII are dealt with. Note that some regulatory authorities may require the inclusion of information or placeholders addressing Paragraph 5 of Annex XII even though (noting that such information is not required by Annex XIII) the denomination of the Notes is €50,000 or more. Where Annex XII is not applicable but income on the Notes is linked to an underlying, nevertheless consider including disclosure in relation to the underlying.

- (ii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [•]
- (iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable: [•]
- (iv) Interest Determination Date(s): [•]
- (v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [•] *(Need to include a description of market disruption or settlement disruption events and adjustment provisions)*
- (vi) Interest or Calculation Period(s): [•]
- (vii) Specified Interest Payment Dates: [•]
- (viii) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/other *(give details)*]
- (ix) Business Centre(s): [•]
- (x) Minimum Rate of Interest: [Not Applicable/[•] per cent per annum]
- (xi) Maximum Rate of Interest: [Not Applicable/[•] per cent per annum]
- (xii) Day Count Fraction: [•]
- 19. Dual Currency Note Provisions\*** [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate of Exchange/method of calculating Rate of *[give details]*

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\* If the Final Redemption Amount is different than one hundred per cent. (100%) of the nominal value, the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004 will apply. This form of Final Terms has been annotated to indicate where the key additional requirements of Annex XII are dealt with. Note that some regulatory authorities may require the inclusion of information or placeholders addressing Paragraph 5 of Annex XII even though (noting that such information is not required by Annex XIII) the denomination of the Notes is €50,000 or more. Where Annex XII is not applicable but income on the Notes is linked to an underlying, nevertheless consider including disclosure in relation to the underlying.

Exchange:

- (ii) Party, if any, responsible for calculating the principal and/or interest due (if not the Calculation Agent): [•]
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [Need to include a description of market disruption or settlement disruption events and adjustment provisions.]
- (iv) Person at whose option Specified Currency(ies) is/are payable: [•]
- (v) Day Count Fraction: [•]

**20. Change of Control**

	Rating Downgrade	Rate of Interest
(Condition 15)	to Ba1	+ [•] per cent. per annum
Rate of Interest on the Rate of Interest Increase Event:	to Ba2	+ [•] per cent. per annum
	to Ba3	+ [•] per cent. per annum
	to B1	+ [•] per cent. per annum
	to B2	+ [•] per cent. per annum
	to B3 or lower	+ [•] per cent. per annum

**PROVISIONS RELATING TO REDEMPTION**

**21. Call Option**

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

- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [•] per Note of [•] Specified Denomination
- (iii) If redeemable in part:
  - (a) Minimum Redemption Amount: [•] per Note of [•] Specified Denomination
  - (b) Maximum Redemption Amount: [•] per Note of [•] Specified Denomination



- (iv) Notice period<sup>3</sup>: [•]
- 22. Put Option** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [•] per Note of [•] Specified Denomination
- (iii) Notice period<sup>4</sup>: [•]
- 23. Final Redemption Amount of each Note** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- In cases where the Final Redemption Amount is Index-Linked or other variable-linked:
- (i) Index/Formula/variable: [give or annex details]
- (ii) Party responsible for calculating the Final Redemption Amount (if not the Calculation Agent): [•]
- (iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable: [•]
- (iv) Determination Date(s): [•]
- (v) Provisions for determining Final Redemption Amount

<sup>3</sup> If setting notice periods which are different to those provided in the terms and conditions, consider the practicalities of distribution of information through intermediaries, for example clearing systems, as well as any other notice requirements which may apply, for example as between the Issuer and the Fiscal Agent.

<sup>4</sup> If setting notice periods which are different to those provided in the terms and conditions, consider the practicalities of distribution of information through intermediaries, for example clearing systems, as well as any other notice requirements which may apply, for example as between the Issuer and the Fiscal Agent.

\* If the Final Redemption Amount is different than one hundred per cent. (100%) of the nominal value, the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation No. 809/2004 will apply. This form of Final Terms has been annotated to indicate where the key additional requirements of Annex XII are dealt with. Note that some regulatory authorities may require the inclusion of information or placeholders addressing Paragraph 5 of Annex XII even though (noting that such information is not required by Annex XIII) the denomination of the Notes is €50,000 or more. Where Annex XII is not applicable but income on the Notes is linked to an underlying, nevertheless consider including disclosure in relation to the underlying.

where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [•]

(vi) Payment Date: [•]

(vii) Minimum Final Redemption Amount: [•] per Note of [•] Specified Denomination

(viii) Maximum Final Redemption Amount: [•] per Note of [•] Specified Denomination

#### 24. Early Redemption Amount

Early Redemption Amount(s) [•] of each Note payable on redemption for taxation reasons, for illegality, or on event of default) or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions):

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

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/Bearer form (*au porteur*)/Registered form (*au nominatif*)]

(ii) Registration Agent: [Not Applicable/*if Applicable give name and details*] (*Note that a Registration Agent must be appointed in relation to Registered Dematerialised Notes only*)

(iii) Temporary Global Certificate: [Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Notes on [•] (the “**Exchange Date**”), being forty (40) days after the Issue Date subject to postponement as provided in the Temporary Global Certificate]

26. Financial Centre(s) or other special provisions relating to Payment Dates: [Not Applicable/*give details.*]

27. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No/Not Applicable. *If yes, give details*] (*Only applicable to the Materialised Notes*).

- 28. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay:** [Not Applicable/give details]
- 29. Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:** [Not Applicable/give details]
- 30. Redenomination, renominatisation and reconventioning provisions:** [Not Applicable/The provisions [in Condition 1(d)] [annexed to these Final Terms] apply]
- 31. Consolidation provisions:** [Not Applicable/The provisions [in Condition 14(b)] [annexed to these Final Terms] apply]
- 32. Masse:** [Applicable/Not Applicable/Condition 11 replaced by the full provisions of French *Code de commerce* relating to the Masse] (*Note that: (i) in respect of any Tranche of Notes issued outside France, Condition 11 may be waived, amended or supplemented, and (ii) in respect of any Tranche of Notes issued inside France, Condition 11 must be waived in its entirety and replaced by the provisions of French Code de commerce relating to the Masse. If Condition 11 (as it may be amended or supplemented) applies or if the full provisions of French Code de commerce apply, insert details of Representative and Alternative Representative and remuneration, if any).*)
- 33. Other final terms:** [Not Applicable/give details]
- (When adding any other final terms consideration should be given as to whether such terms constitute a “significant new factor” and consequently triggers the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)*

## AGENCIES

- 34. For the purposes of the present Final Terms, the following Agents are appointed:** [Designate agency/give names and addresses]

## DISTRIBUTION

- 35. (i) If syndicated, names of Managers:** [Not Applicable/give names]
- (ii) Stabilising Manager(s) (if any):** [Not Applicable/give name]

(iii) Date of [subscription agreement]: [•]<sup>5</sup>

36. If non-syndicated, name of Dealer: [Not Applicable/give name]

37. Additional selling restrictions: [Not Applicable/give details]

38. U.S. selling restrictions: [Reg. S Compliance Category; TEFRA C/ TEFRA D/ TEFRA Not Applicable]

*(TEFRA are not applicable to Dematerialised Notes)*

### **[PURPOSE OF FINAL TERMS**

These Final Terms comprise the final terms required for issue and admission to trading on the [*specify relevant regulated market*] of the Notes described herein pursuant to the Euro 6,000,000,000 Euro Medium Term Note Programme of the Issuer.]

### **RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms. **[[*Relevant third party information*]]** has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading in any material respect.]<sup>6</sup>

Signed on behalf of [Groupe Auchan] [Banque Accord]:

Duly represented by: .....

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<sup>5</sup> Required only for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

<sup>6</sup> Include if third party information is provided, for example in compliance with Annex XII of the Prospectus Directive Regulation in relation to an index or its components, an underlying security or the issuer of an underlying security.

## PART B – OTHER INFORMATION

### 1. RISK FACTORS

*[Insert any risk factors that are material to the Notes being offered and/or listed and admitted to trading in order to assess the market risk associated with these Notes and that may affect the Issuer's ability to fulfil its obligations under the Notes which are not covered under "Risk Factors" in the Prospectus. If any such additional risk factors need to be included consideration should be given as to whether they constitute a "significant new factor" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]*

### 2. LISTING AND ADMISSION TO TRADING

(i) Listing: [Official List of the Luxembourg Stock Exchange/other (specify)/None]

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

*(when documenting a fungible issue, need to indicate that original Notes are already admitted to trading)*

**(Derivative securities only)** [●]

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

(iii) Estimate of total expenses related to listing and admission to trading: [●]

### 3. RATINGS

Ratings: The Notes to be issued have been rated:

[S & P: [●]]

*(and as the case may be)*

[Moody's: [●]]

[[Other]: [●]]

*(The above disclosure should reflect the rating allocated to*

*Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

**4. [NOTIFICATION]**

*The Commission de surveillance du secteur financier in Luxembourg [has been requested to provide/has provided - include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues] the [include names of competent authorities of host Member States] with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Directive.]*

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

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

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

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

**6. [THIRD PARTY INFORMATION AND STATEMENT BY EXPERTS AND DECLARATIONS OF ANY INTEREST]**

*Where a statement or report attributed to a person as an expert is included in respect of the relevant Issuer or the Notes, provide such person’s name, business address, qualifications and material interest if any in the relevant Issuer. If the report has been produced at the relevant Issuer’s request a statement to that effect that such statement or report is included, in the form and context in which it is included, with the consent of that person who has authorised the contents of that part in respect of the relevant Issuer or the Notes.*

*Where information has been sourced from a third party, provide a confirmation that this information has been accurately reproduced and that as far as the relevant Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.*

*In addition, the relevant Issuer shall identify the source(s) of the information.]*

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

[(i) Reasons for the offer [● ]]

*(See “Use of Proceeds” wording in Prospectus – if reasons for offer different from general corporate purposes will need to include those reasons here.)]*

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

(iii) Estimated total expenses: [•]\*

**8. [Fixed Rate Notes only – YIELD**

[•]

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

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

*Need to include details of any market disruption or settlement disruption events that affect the underlying. Include details of rules with relation to events concerning the underlying. Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained. Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information. Include other information concerning the underlying required by Paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.*

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

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

*Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained.*

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

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\* Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

\*\* For derivative securities to which Annex XII to the Prospectus Directive Regulation applies, please complete instead paragraph 11 below relating to explanation of effect on value of investment, return on derivatives securities and information concerning the underlying.

12. **[Derivatives only – SETTLEMENT PROCEDURES FOR DERIVATIVES SECURITIES, RETURN ON DERIVATIVES SECURITIES, INFORMATION CONCERNING THE UNDERLYING AND TERMS AND CONDITIONS OF THE OFFER**

**SETTLEMENT PROCEDURES FOR DERIVATIVES SECURITIES**

*Need to include a description of the settlement procedures of the derivative securities.*

**RETURN ON DERIVATIVES SECURITIES**

Return on derivative securities: *[Description of how any return on derivative securities takes place]*

Payment or delivery date: **[•]**

Method of calculation: **[•]**

**INFORMATION CONCERNING THE UNDERLYING**

The exercise price or the final reference price of the underlying: **[•]**

A statement setting out the type of the underlying and details of where information on the underlying can be obtained:

- an indication where information about the past and the further performance of the underlying and its volatility can be obtained **[•]**

- where the underlying is a security: **[Applicable/Not Applicable]**

- the name of the issuer of the security: **[•]**

- the ISIN (International Security Identification Number) or other such security identification code: **[•]**

- where the underlying is an index: **[Applicable/Not Applicable]**

- the name of the index and a description of the index if it is composed by the Issuer. If the index is not composed by the Issuer, where information about the index can be obtained: **[•]**



- where the underlying is an interest rate: [Applicable/Not Applicable]
  - a description of the interest rate: [•]
- others: [Applicable/Not Applicable]
  - where the underlying does not fall within the categories specified above the Final Terms shall contain equivalent information: [•]
- where the underlying is a basket of underlyings: [Applicable/Not Applicable]
  - disclosure of the relevant weightings of each underlying in the basket: [•]

A description of any market disruption or settlement disruption events that affect the underlying: [•]

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

## **TERMS AND CONDITIONS OF THE OFFER**

Conditions to which the offer is subject: [•]

The time period, including any possible amendments, during which the offer will be open and description of the application process: [•]

Details of the minimum and/or maximum amount of application:<sup>8</sup> [•]

Details of method and time limits for paying up and delivering securities: [•]

Manner and date in which results of the offer are to be made public: [•]

Categories of potential investors to which the securities are offered:<sup>9</sup> [•]

Process for notification to applicants of the [•]

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\*\* Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

<sup>8</sup> Whether in number of securities or aggregate amount to invest.

<sup>9</sup> If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche.

amount allotted and indication whether dealing may begin before notification is made:

Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the Issuer or to the offeror, or the placers in the various countries where the offer takes place: **[•]**

Entities agreeing to underwrite the issue on a firm commitment basis:<sup>10</sup> **[•]**

Entities agreeing to place the issue without a firm commitment, or under "best efforts" arrangements:<sup>11</sup> **[•]**

**[•]**

## **OTHER**

Name and address of Calculation Agent: **[•]**

[Information on taxes on the income from the Notes withheld at source in the country where admission to trading (other than in Luxembourg) is sought: **[•]**

## **POST-ISSUANCE INFORMATION CONCERNING THE UNDERLYING**

*Indicate whether or not the relevant Issuer intends to provide any post-issuance information concerning the underlying. If the relevant Issuer intends to report such information, specify what information will be reported and where such information can be obtained.]*

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<sup>10</sup> Where not all of the issue is underwritten, a statement of the portion not covered.

<sup>11</sup> Where not all of the issue is underwritten, a statement of the portion not covered.

**13. OPERATIONAL INFORMATION**

ISIN Code: [•]

Common Code: [•]

Depositories:

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

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

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

Delivery: Delivery [against/free of] payment

## GENERAL INFORMATION

- (1) Application has been made to the CSSF, as competent authority in Luxembourg for the purposes of the Prospectus Directive, for approval of the Prospectus.

In compliance with Article 18 of the Prospectus Directive, application may also be made for the notification of certificate of approval to any competent authority of any member State of the EEA.

- (2) Each of Groupe Auchan and Banque Accord has obtained all necessary corporate and other consents, approvals and authorisations in the Republic of France in connection with the establishment and the update of the Programme.

Any issue of Notes by Groupe Auchan under the Programme, to the extent that such Notes constitute *obligations*, requires the prior authorisation of (i) the *Conseil d'Administration* of Groupe Auchan, which may delegate its powers to its *Président* or to any other member of the *Conseil d'Administration*; or (ii) the Ordinary General Meeting of Groupe Auchan's shareholders if (a) the *statuts* of Groupe Auchan so require (at the date hereof the *statuts* of Groupe Auchan do not require a resolution of the Ordinary General Meeting) or (b) the shareholders at an Ordinary General Meeting decide to authorise an issue of *obligations*, all pursuant to Article L.228-40 of the French *Code de commerce*. Any issue of Notes, to the extent that such Notes do not constitute *obligations*, will fall within the general powers of the *Président* of the *Conseil d'Administration* or a *Directeur général* of Groupe Auchan.

For this purpose, on June 30<sup>th</sup>, 2010 the *Conseil d'Administration* of Groupe Auchan has authorised issues of Notes, which authority will, unless previously cancelled, expire on June 29<sup>th</sup>, 2011 and has authorised Vianney Mulliez, *Président* of the *Conseil d'Administration*, to issue Notes constituting obligations under the Programme within the limits set out by the *Conseil d'Administration*.

Any issue of Notes by Banque Accord under the Programme, to the extent that such Notes constitute *obligations*, requires the prior authorisation of (i) the *Conseil d'Administration* of Banque Accord, which may delegate its powers to its *Président* or to any other member of the *Conseil d'Administration*; or (ii) the Ordinary General Meeting of Banque Accord's shareholders if (a) the *statuts* of Banque Accord so require (at the date hereof the *statuts* of Banque Accord do not require a resolution of the Ordinary General Meeting) or (b) the shareholders at an Ordinary General Meeting decide to authorise an issue of *obligations*, all pursuant to Article L.228-40 of the French *Code de commerce*. Any issue of Notes, to the extent that such Notes do not constitute *obligations*, will fall within the general powers of the *Président* of the *Conseil d'Administration* or a *Directeur général* of Banque Accord.

For this purpose, on February 5<sup>th</sup>, 2010 the *Conseil d'administration* of Banque Accord has authorised issues of Notes up to an outstanding maximum aggregate amount of €1,500,000,000 which authority will, unless previously cancelled, expire on February 4<sup>th</sup>, 2010 and has authorised each of Jérôme Guillemard, *Président du Conseil d'Administration* and Xavier Delom de Mezerac, member of the *Conseil d'Administration*, acting jointly or separately, to issue Notes within the limits set out by the *Conseil d'administration* mentioned above.

- (3) Save as disclosed in this Prospectus, there has been no significant change in the financial or trading position of the Issuers or of the Auchan Group since June 30<sup>th</sup>, 2010 and no material adverse change in the financial position or prospects of the Issuers or of the Auchan Group since December 31<sup>st</sup>, 2009.
- (4) Neither Groupe Auchan nor Banque Accord nor any of their respective Subsidiaries is or has been involved in any governmental, legal or arbitration proceedings (including any such proceeding which are pending or threatened of which Groupe Auchan or Banque Accord is aware), during a period covering at least the previous twelve (12) months which may have, or

have had in the recent past, significant effects on the financial position or profitability of either Groupe Auchan or Banque Accord or Auchan Group.

- (5) So long as Notes may be issued pursuant to this Prospectus, copies of the following documents will be available, free of charge, during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection at the office at the registered office of the Issuers:
  - (i) the *statuts* of the Issuers;
  - (ii) the published annual report and consolidated accounts (in French and, where available, in English) of each of the Issuers for the two financial years ended December 31<sup>st</sup>, 2008 and December 31<sup>st</sup> 2009;
  - (iii) the Final Terms for Notes that are listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange or any other Regulated Market in the EEA;
  - (iv) a copy of this Prospectus together with any supplement to this Prospectus or further Prospectus; and
  - (v) all reports, letters and other documents, historical financial information, valuations and statements prepared by any expert at the relevant Issuer's request any part of which is included or referred to in this Prospectus.
- (6) For so long as Notes may be issued pursuant to this Prospectus, the following documents will be available, on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)):
  - (i) the Final Terms for Notes that are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange or any other Regulated Market in the EEA;
  - (ii) this Prospectus together with any supplement to this Prospectus or further Prospectus; and
  - (iii) the documents incorporated by reference in this Prospectus.
- (7) Copies of the latest annual report and annual non-consolidated and consolidated accounts of Groupe Auchan (in French and, where available, in English) (in each case as soon as they are published) and copies of the latest annual report, annual non-consolidated and consolidated accounts of Banque Accord (in French and, where available, in English) (in each case as soon as they are published) may be obtained, and as the case may be, copies of the Agency Agreement will be available for inspection without charge on request at the registered office of the Issuers and may be consulted on the Issuers' website ([www.groupe-auchan.com](http://www.groupe-auchan.com) and [www.banque-accord.com](http://www.banque-accord.com)).
- (8) In respect of derivative securities as defined under Article 15.2 of Commission Regulation n°809/2004, the Final Terms will indicate whether or not the relevant Issuer intends to provide post-issuance information concerning the underlying. If the relevant Issuer intends to report such information, the Final Terms will specify what information will be reported and where such information can be obtained.
- (9) In respect of Groupe Auchan, KPMG Audit at Immeuble KPMG, 1 Cours Valmy, 92923 Paris La Défense Cedex, France and aCéa at Parc de la Cimaise 59650 Villeneuve d'Ascq, France, respectively (both entities regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux comptes*), have audited and rendered audit reports on the consolidated financial statements of Groupe Auchan for the years ended December 31<sup>st</sup>, 2008 and 2009 prepared in accordance with IFRS as adopted by the European Union.

(10) In respect of Banque Accord, KPMG Audit at Immeuble KPMG, 1 Cours Valmy, 92923 Paris La Défense Cedex, France and aCéa at Parc de la Cimaise 59650 Villeneuve d'Ascq, France, respectively (both entities regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux comptes*), have audited and rendered audit reports on the consolidated financial statements of Banque Accord for the years ended December 31st, 2008 and 2009 prepared in accordance with IFRS as adopted by the European Union.

## ISSUERS

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## LEGAL ADVISERS

**To the Issuer**  
*As to French law*

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## AUDITORS TO THE ISSUERS

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**Fiscal Agent, Principal Paying Agent,  
Replacement Agent, Redenomination Agent  
and Consolidation Agent**

### **BNP Paribas Securities Services**

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**Paying Agent in Luxembourg and  
Calculation Agent**

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