

BASE PROSPECTUS



**LA POSTE**

**Euro 7,000,000,000**

**Euro Medium Term Note Programme**

**Due from one month to 30 years from the date of original issue**

Under the Euro Medium Term Note Programme described in this Base Prospectus (the “**Programme**”), La Poste (the “**Issuer**” or “**La Poste**”), 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 will not at any time exceed Euro 7,000,000,000 (or the equivalent in other currencies).

This Base Prospectus shall be in force for a period of one year as of the date set out hereunder.

Application has been made to the *Autorité des marchés financiers* (the “**AMF**”) in France for approval of this Base Prospectus in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* which implements the Directive 2003/71/EC of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading (the “**Prospectus Directive**”).

Application may be made to Euronext Paris for the period of 12 months from the date of this Base Prospectus for Notes issued under the Programme to be listed and admitted to trading on Euronext Paris and/or to the competent authority of any other Member State of the 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. However, Notes that are not listed and admitted to trading on a Regulated Market (as defined below) may be issued pursuant to the Programme.

Euronext Paris is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC, appearing on the list of regulated markets issued by the European Commission (a “**Regulated Market**”).

The relevant final terms (the “**Final Terms**”), (forms of which are contained herein) in respect of the issue of any Notes will specify whether or not such Notes will be listed and admitted to trading 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.

Notes listed and admitted to trading on a Regulated Market in a member state of the European Economic Area (“**EEA**”) or offered to the public in a EEA State in circumstances which require the publication of a prospectus under the Prospectus Directive will have a minimum denomination of at least €1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date) or such other higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

Dematerialised Notes will at all times be in book entry form in compliance with Articles L.211-3 and R.211-1 of the French *Code monétaire et financier*. No physical documents of title will be issued in respect of the Dematerialised Notes.

Dematerialised Notes may, at the option of the Issuer, be (i) in bearer dematerialised form (*au porteur*) inscribed as from the issue date in the books of Euroclear France S.A. (“**Euroclear France**”) (acting as central depository) which shall credit the accounts of the 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 (ii) in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder (as defined in Condition 1(c)(iv)), in either fully registered form (*nominatif pur*), in which case they will be inscribed either with the Issuer or with the registration agent (designated in the relevant Final Terms) for the Issuer, or in administered registered form (*nominatif administré*) in which case they will be inscribed in the accounts of the Account Holders designated by the relevant Noteholders. Materialised Notes will be in bearer materialised form only and may only be issued outside France. A temporary global certificate in bearer form without interest coupons attached (a “**Temporary Global Certificate**”) will initially be issued in connection with Materialised Notes. Such Temporary Global Certificate will be exchanged for definitive Materialised Notes in bearer form with, where applicable, coupons for interest attached on or after a date expected to be on or about the 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 Bearer Notes”) upon certification as to non-US beneficial ownership as more fully described herein.

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

The Issuer is currently rated AA by Fitch Ratings and A by Standard & Poor’s Ratings Services, it is expected that Notes to be issued under the Programme will be assigned the same ratings by these rating agencies. Structured Senior Notes or other Notes issued pursuant to the Programme may be unrated or rated differently in certain circumstances. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating assigned to Notes issued under the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction, change or withdrawal at any time by the assigning rating agency.

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

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

Arranger  
**Deutsche Bank**  
Dealers

**Barclays Capital**  
**Commerzbank**  
**Deutsche Bank**  
**NATIXIS**

**BNP PARIBAS**  
**Crédit Agricole CIB**  
**J.P. Morgan**  
**Société Générale Corporate & Investment Banking**  
**The Royal Bank of Scotland**

The date of this Base Prospectus is 6 July 2010

This Base Prospectus comprises a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC (the “Prospectus Directive”) and for the purpose of giving information with regard to the Issuer, the Issuer and its consolidated subsidiaries and affiliates (*filiales consolidées et participations consolidées*) taken as a whole (the “Group”) and the Notes which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer.

This Base Prospectus should be read and construed in conjunction with any supplement hereto and with any other documents incorporated by reference (see “Documents Incorporated by Reference” below) and, each of which shall be incorporated in, and form part of this Base Prospectus in relation to any Series (as defined herein) of Notes, should be read and construed together with the relevant Final Terms, the Base Prospectus and the Final Terms being together, the “Prospectus”.

Investors are invited to read carefully the information contained in this Base Prospectus including the “Risk Factors” section which describes the risk factors that are material to the Issuer and the Notes that may be issued under the Programme.

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

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

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

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

investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer or the Group during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.

In connection with the issue of any Tranche (as defined in “Summary of the Programme”), the Dealer or Dealers (if any) named as the stabilising manager(s) (the “Stabilising Manager(s)”) (or any person acting on behalf of any Stabilising Manager(s)) in the relevant 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 any person acting on behalf of any Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment shall be conducted by the relevant Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager) in accordance with all applicable laws and rules.

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to “€”, “Euro”, “EUR” and “euro” are to the single currency of the participating member states of the European Union which was introduced on 1<sup>st</sup> 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 “Swiss francs” are to the lawful currency of Switzerland.

## TABLE OF CONTENTS

SUMMARY OF THE PROGRAMME.....	- 5 -
RÉSUMÉ EN FRANÇAIS DU PROGRAMME ( <i>FRENCH SUMMARY OF THE PROGRAMME</i> ) .....	- 12 -
RISK FACTORS.....	- 19 -
DOCUMENTS INCORPORATED BY REFERENCE .....	- 31 -
SUPPLEMENT TO THE PROSPECTUS .....	- 34 -
GENERAL DESCRIPTION OF THE PROGRAMME.....	- 35 -
TERMS AND CONDITIONS OF THE NOTES.....	- 43 -
TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALISED BEARER NOTES ..	- 69 -
USE OF PROCEEDS .....	- 70 -
DESCRIPTION OF LA POSTE .....	- 71 -
RECENT DEVELOPMENTS .....	- 88 -
INVESTMENTS.....	- 91 -
SUBSCRIPTION AND SALE.....	- 94 -
EU DIRECTIVE ON THE TAXATION OF SAVINGS INCOME .....	- 98 -
TAXATION IN LUXEMBOURG .....	- 99 -
TAXATION IN FRANCE.....	- 100 -
FORM OF FINAL TERMS 1 .....	- 102 -
FORM OF FINAL TERMS 2 .....	- 120 -
PERSON RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS .....	- 136 -
GENERAL INFORMATION .....	- 137 -

## SUMMARY OF THE PROGRAMME

*This summary must be read as an introduction to this Base Prospectus. Any decision to invest in any Notes should be based on a comprehensive study of this Base Prospectus as a whole, including the documents incorporated by reference. Where a claim relating to information contained in this Base Prospectus is brought before a court, the plaintiff might, under the national legislation of the Member States of the European Community or states parties to the European Economic Area, have to bear the costs of translating this Base Prospectus before the legal proceedings are initiated. Civil liability attaches to the persons who presented the summary and any translation thereof, and requested its notification within the meaning of Article 212-41 of the Règlement Général of the Autorité des marchés financiers, only if the content of the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus, including the documents incorporated by reference.*

### **1 KEY INFORMATION ABOUT NOTES TO BE ISSUED UNDER THE PROGRAMME**

<b>Issuer:</b>	La Poste.
<b>Description:</b>	Euro Medium Term Note Programme for the continuous offer of Notes (the “Programme”).
<b>Arranger:</b>	Deutsche Bank AG, Paris Branch.
<b>Dealers:</b>	Barclays Bank PLC BNP PARIBAS Commerzbank Aktiengesellschaft Crédit Agricole Corporate and Investment Bank Deutsche Bank AG, London Branch J.P. Morgan Securities Ltd. Natixis Société Générale The Royal Bank of Scotland plc
<b>Programme Limit:</b>	Up to Euro 7,000,000,000 aggregate nominal amount of Notes outstanding at any one time.
<b>Fiscal Agent and Principal Paying Agent:</b>	Deutsche Bank AG, London Branch Winchester House 1 Great Winchester Street London EC2N 2DB United Kingdom
<b>Paris Paying Agent:</b>	Deutsche Bank AG, Paris Branch 3, avenue de Friedland 75008 Paris France
<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 one month to 30 years from the date of original issue.
<b>Currencies:</b>	Euro, U.S. dollars, Japanese yen, Swiss francs, Sterling and in any other currency specified in the Final Terms.

<b>Denomination(s):</b>	Minimum denomination of each Note: €1,000 (or the equivalent amount in any other currency at the issue date). Dematerialised Notes will be issued in one denomination only.
<b>Status of the Notes:</b>	The Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Issuer and will rank <i>pari passu</i> among themselves and (save for certain obligations required to be preferred by French law) equally with all other present or future unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.
<b>Negative Pledge:</b>	There will be a negative pledge in respect of the Notes as set out in Condition 4 - see “Terms and Conditions of the Notes - Negative Pledge”.
<b>Event of Default (including cross default):</b>	There will be events of default and a cross-default in respect of the Notes as set out in Condition 9 - see “Terms and Conditions of the Notes - Events of Default”.
<b>Redemption Amount:</b>	The relevant Final Terms will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) having a maturity of less than one year from their date of issue 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 (the “FSMA”) must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).
<b>Optional Redemption:</b>	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders and if so the terms applicable to such redemption.
<b>Early Redemption:</b>	Except as provided in “Optional Redemption” above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons (as provided in Condition 6(f)) or illegality (as provided in Condition 6(j)).
<b>Taxation:</b>	<p>All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.</p> <p>See sections “EU Directive on the taxation of savings income”, “Taxation in Luxembourg” and “Taxation in France”.</p>
<b>Interest Periods and Interest Rates:</b>	Notes may be interest bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate or other variable rate or be index-linked and the method of calculating interest may vary between the issue date and the maturity date of the relevant Series.
<b>Form of Notes:</b>	<p>Dematerialised Notes or Materialised Notes.</p> <p>Dematerialised Notes may be issued in bearer dematerialised form (<i>au</i></p>

*porteur*) or in registered dematerialised form (*au nominatif*). Materialised Notes will be in bearer form only.

**Governing Law:**

French law.

**Clearing Systems:**

Euroclear France, Clearstream, Luxembourg and Euroclear.

**Financial Terms of the Notes (price, amount, interest rate, etc.):**

The financial terms and conditions of the Notes will be set out in the relevant Final Terms.

**Listing and Admission to Trading:**

Notes may be listed and admitted to trading on Euronext Paris or listed or admitted to trading on such or other or additional stock exchanges as may be specified in the relevant Final Terms, or unlisted.

**Offer to the Public:**

Notes issued by the Issuer may be offered to the public in France and any other EEA member State in which the Base Prospectus is passported.

**Method of Publication of this Base Prospectus and the Final Terms:**

This Base Prospectus, any supplement thereto and the Final Terms related to the Notes listed and admitted to trading on any Regulated Market in the EEA will be published on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)) and copies may be obtained at the Fiscal Agent's or each of the Paying Agents' offices, or through any other means in accordance with Article 14 of the Prospectus Directive. The Final Terms will indicate where the Base Prospectus may be obtained.

**Rating:**

The Notes may be rated or unrated.

**Selling Restrictions:**

The United States of America, France and the United Kingdom (see "Subscription and Sale"). Further restrictions that may apply to a Series of Notes will be specified in the relevant Final Terms.

The Issuer is Category 2 for the purposes of Regulation S under the United States Securities Act of 1933, as amended.

## 2 KEY INFORMATION ABOUT THE ISSUER

### A. Key information about La Poste

La Poste is a limited liability company (*société anonyme*) created pursuant to Law no. 2010-123 of 9 February 2010. Until 1<sup>st</sup> March 2010, La Poste was a public entity (*établissement public*) created pursuant to Law 90-568 of 2 July 1990. At the date of this Base Prospectus, the share capital of La Poste is entirely owned by the French State.

La Poste group operates its activities through four divisions:

- Mail,
- Parcels and Express,
- La Banque Postale, and
- La Poste Retail Brand.

### B. Key information concerning selected financial data of La Poste as at 31 December 2009

The Group's turnover amounted to €20,527 million down -1.3% on 2008 (-€272 million) and -2% on a like-for-like basis. International turnover represented 15.2% of total turnover. 71% of the Group's activity in 2009 was conducted in fully competitive markets.

in euro millions	2008	2009
<b>Total turnover</b>	20,799	20,527

in euro millions	2008	2009
<b>Operating profit</b>	886	757

in %	2008	2009
<b>Operating margin</b>	4.3%	3.7%

in euro millions	2008	2009
<b>Investments</b>	1,345	1,280

in euro millions	2008	2009
<b>Net Profit (Group share)</b>	529	531

### BREAKDOWN OF TURNOVER BY BUSINESS SECTOR

in euro millions	2008	2009
Mail	12,023	11,665
Parcels/Express	4,703	4,479
La Banque Postale	4,815	5,019
La Poste Retail Brand	4,585	4,486
Other and consolidation adjustments	(5,327)	(5,122)



Extraxts from the Balance sheet

ASSETS (€ million)	2008	2009
Non current assets	10,168	10,709
Current assets	114,120	172,961
Total Assets	124,287	183,671

LIABILITIES (€ million)	2008	2009
Consolidated equity	3,316	4,103
Non current liabilities	7,383	7,931
Current liabilities	113,588	171,636
Total liabilities	124,287	183,671

## Mail

Mail business and its subsidiaries posted revenue of €11,665 million, down 4.7% at constant scope and exchange rates.

The fall-off in traffic already seen in 2008 became more pronounced in 2009. Economic volumes (excluding subsidiaries of the Sofipost holding company) were down -5.3%, comprised of a -4.5% decline in volumes and a negative product mix effect of -0.8%. This performance was not offset by the tariff increases that had an average positive effect of +1.3%.

The structural decline in the mail market was magnified by the economic crisis. All mail categories (business mail, direct marketing and press) have been hit by this trend. The Mail segment generated a consolidated operating profit of €179 million in 2009. On the other hand, mail delivery performance continues to improve: 84.4% of first class mail was delivered in D+1, a +0.6 point improvement on 2008, representing the best performance ever.

## Parcels/Express

Parcels/Express recorded revenue of €4,479 million, down 3.5% at constant scope and exchange rates. The economic crisis affected all of GeoPost's markets, the Group's Express subsidiary. GeoPost posted revenue of €3,093 million, down 4.6% at constant scope and exchange rates. The decline was particularly marked in Germany, Spain and the United Kingdom. In France, where the recession wasn't as severe, and thanks to a policy of product innovation, Chronopost recorded a growth in its volumes. ColiPoste's business (B to C and C to C in France) saw traffic fall on the back of a decline in mail order sales, partly offset by the dynamism of e-commerce, which was up 16%. Revenue amounted to €1,387 million, down 1.4%.

ColiPoste's D+2 delivery performance was 92.8%, +0.3 points better than in 2008. The business model of Parcels / Express based on highly variable operating resources and strengthened by the cost-cutting plans has proven to be particularly resilient. Consolidated operating profit amounted to €324 million in 2009, up 3% at constant scope and exchange rates. The operating margin was up 0.5 point at constant scope and exchange rates.

## **La Banque Postale**

La Banque Postale continues its development: Net Banking Income rose 4% on a like-for-like basis to €5,019 million. Following an exceptional 2008 as a result of a unique combination of interest rate levels and the financial crisis, net new deposits at La Banque Postale declined as expected but remained positive. The opening up of the distribution of the Livret A did not significantly erode the customer base in 2009 (-2%). Savings and sight deposits were up 8.1% year-on-year at €277.3 billion at end-2009. La Banque Postale continues to grow the number of products per customer and is also seeing a sustained rise in its active customer base, which stood at over 9.9 million at year-end. FY 2009 was also very positive for home loans, with the market share held by La Banque Postale exceeding 8%. In the case of La Banque Postale, the banking business made a €612 million contribution to the Group's operating profit, on the back both of the sharp rise in Net Banking Income and strong cost control associated with the use of La Poste resources, thereby making it possible to reduce the cost to income ratio.

## **La Poste Retail Brand**

Through its 17,107 outlets, the La Poste retail brand plays a key role in distributing to the general public the products offered by the various Group businesses. La Poste retail brand represents the front line as regards providing advice and selling the products and services of La Banque Postale and generated over 29% of ColiPoste's revenue, over 18% of Mail's revenue and close to 13% of Chronopost's revenue. In 2009, La Poste retail brand generated €2,525 million in sales for Mail, Parcels/Express and third-party products, down 2.2% while counter activity was down 3.7%. As part of a major programme to modernise and improve customer service, La Poste retail brand managed to significantly cut average waiting times across its 1,000 largest offices. Accordingly, on Mail and Parcel drop-offs and pick-ups, which represent close to half of transactions, waiting times went from 6 minutes 50 seconds at the end of 2008 to 4 minutes 30 seconds at the end of 2009.

## **3 RISK FACTORS**

### **A. Risk factors relating to the Issuer**

At the date of this Base Prospectus, La Poste has identified the following risk factors that may affect its ability to fulfil its obligations under Notes issued under the Programme :

- Risk related to market trends and a difference between the Group's offering and customers' expectations in terms of mail services;
- Risk related to the pace at which the Group's organisation adapts to the structural decrease in mail volumes;
- Risks related to consumers' environmental preferences;
- Risks related to growth by acquisition;
- Risks related to legal, administrative and regulatory proceedings;
- Impairment of commercial activity and disruption of public service missions in the event of a major crisis such as a pandemic;
- Customer dissatisfaction related to counter waiting time;
- Risks of information system failures;
- Social risks;
- Accumulation of unfavourable market conditions;
- Risk related to changes in accounting and prudential regulations in the banking sector;

- Risks link to the Public service mission of the Issuer;
- Risks linked to the activities of public interest;
- Changes in other governmental legislation, regulation or policy may have an impact on the activities of La Poste;
- Discrepancy between the pace at which real estate assets are being adapted to the Group's environmental objectives;
- Discrepancy between the pace of adaptation of real estate assets and the Group's regulatory obligations with regards access for the disabled;
- Financial risks.

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

Certain factors are material for the purpose of assessing the market risks associated with Notes. These are set out under "*Risk Factors*" and include *inter alia*:

### **(i) Financial risks**

- the Notes may not be a suitable investment for all investors;
- risks relating to the liquidity/trading market for the Notes;
- risks relating to the market value of the Notes;
- risks relating to exchange rates and exchange controls;
- risks relating to credit ratings.

### **(ii) Legal risks**

- risks relating to potential conflicts of interests between the Issuer, the Dealer(s) or their respective affiliates and the holders of the Notes;
- risks of modification and/or waivers of the conditions of the Notes by a meeting of holders of the Notes binding all holders of the Notes including those who did not attend or voted in a manner contrary to the majority;
- risks relating to taxation (including changes to the EU Savings Directive);
- risks relating to changes in legislation;
- risks relating to the legality of purchase of the Notes;
- risks relating to regulatory restrictions;
- risks relating to French insolvency law.

## **RÉSUMÉ EN FRANÇAIS DU PROGRAMME** **(FRENCH SUMMARY OF THE PROGRAMME)**

*Le Résumé doit être lu comme une introduction au présent prospectus de base (le « **Prospectus de Base** »). Toute décision d'investir dans des Titres doit être fondée sur un examen exhaustif du présent Prospectus de Base ainsi que de tout document incorporé par référence. Lorsqu'une action concernant l'information contenue dans le Prospectus de Base est intentée devant un tribunal, l'investisseur plaignant peut, selon la législation nationale des États membres de la Communauté Européenne ou parties à l'accord sur l'Espace Économique Européen (l'« **EEE** »), avoir à supporter les frais de traduction du Prospectus de Base avant le début de toute procédure judiciaire. Les personnes qui ont présenté le résumé, y compris le cas échéant sa traduction et en ont demandé la notification au sens de l'article 212-41 du Règlement Général de l'Autorité des marchés financiers, n'engagent leur responsabilité civile que si le contenu du résumé est trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base, y compris tout document incorporé par référence.*

### **1        INFORMATIONS CLES RELATIVES AUX TITRES EMIS SOUS LE PROGRAMME**

<b>Émetteur :</b>	La Poste.
<b>Description :</b>	Programme d'émission ( <i>Euro Medium Term Note Programme</i> ) pour l'offre permanente de titres (le " <b>Programme</b> ").
<b>Arrangeur :</b>	Deutsche Bank AG, Paris Branch.
<b>Agents placeurs :</b>	Barclays Bank PLC BNP PARIBAS Commerzbank Aktiengesellschaft Crédit Agricole Corporate and Investment Bank Deutsche Bank AG, London Branch J.P. Morgan Securities Ltd. Natixis Société Générale The Royal Bank of Scotland plc
<b>Montant Maximum du Programme :</b>	Le montant nominal total des Titres en circulation ne pourra, à aucun moment, dépasser la somme de 7.000.000.000 d'euros.
<b>Agent Financier et Agent Payeur Principal :</b>	Deutsche Bank AG, London Branch Winchester House 1 Great Winchester Street London EC2N 2DB Royaume-Uni
<b>Agent Payeur à Paris :</b>	Deutsche Bank AG, Paris Branch 3, avenue de Friedland 75008 Paris France
<b>Méthode d'émission :</b>	Les Titres seront émis dans le cadre d'émissions syndiquées ou non syndiquées.

<b>Échéances :</b>	Sous réserve de toutes les lois, règlements et directives applicables, toute échéance comprise entre un mois et 30 ans à compter de la date d'émission initiale.
<b>Devise :</b>	Euro, Dollar américain, Yen japonais, Franc suisse, Livre Sterling et toute autre devise spécifiée par les conditions définitives préparées à l'occasion de l'émission des Titres ( <i>Final Terms</i> ) (les « <b>Conditions Définitives</b> »).
<b>Valeur(s) nominale(s) :</b>	Les Titres auront une valeur nominale unitaire minimale de 1.000 euros (ou la contre-valeur de ce montant dans toute autre devise calculée à la date d'émission). Les Titres dématérialisés seront émis avec une seule valeur nominale.
<b>Rang de créance des Titres :</b>	Les Titres constitueront des engagements directs, inconditionnels, non subordonnés et (sous réserve des dispositions de l'Article 4) non assortis de sûretés de l'Émetteur, venant au même rang entre eux et (sous réserve des exceptions impératives du droit français) au même rang que tout autre engagement, présent ou futur, non subordonné et non assorti de sûretés, de l'Émetteur.
<b>Maintien de l'emprunt à son rang :</b>	Les Modalités des Titres contiennent une clause de maintien de l'emprunt à son rang, telle que décrite à l'Article 4 « Modalités des Titres – Maintien de l'emprunt à son rang ».
<b>Cas de défaut (y compris Défaut croisé) :</b>	Les Modalités des Titres contiennent des cas de défaut, y compris de défaut croisé, telles que décrites à l'Article 9 « Modalités des Titres – Cas de défaut ».
<b>Montant de Remboursement :</b>	Les Conditions Définitives concernées définiront la base de calcul des montants de remboursement dus. A moins que les lois ou règlements en vigueur n'en disposent autrement, les Titres (y compris les Titres libellés en Livre Sterling) qui ont une maturité inférieure à un an à compter de la date de leur émission et pour lesquels l'Émetteur percevra le produit de l'émission au Royaume-Uni ou dont l'émission constitue une contravention à la Section 19 du <i>Financial Services and Markets Act 2000</i> (« <b>FSMA</b> ») doivent avoir un montant de remboursement au moins égal à 100.000 Livres Sterling (ou la contre-valeur de ce montant dans toute autre devise).
<b>Option de Remboursement :</b>	Les Conditions Définitives préparées à l'occasion de chaque émission de Titres indiqueront si les Titres peuvent être remboursés par anticipation au gré de l'Émetteur (en totalité ou en partie) et/ou des Titulaires et, si tel est le cas, les modalités applicables à ce remboursement.
<b>Remboursement Anticipé :</b>	Sous réserve des stipulations du paragraphe « Option de Remboursement » ci-dessus, les Titres ne seront remboursables par anticipation au gré de l'Émetteur que pour des raisons fiscales (tel que prévu à l'Article 6(f)) ou pour illégalité (tel que prévu à l'Article 6(j)).
<b>Fiscalité :</b>	Tous paiements des intérêts et du principal, dus en vertu des Titres, effectués par ou pour le compte de l'Émetteur devront être nets et sans retenue ou déduction de taxes, droits, impositions ou charges gouvernementales, de quelque nature que ce soit, imposés, levés, collectés, retenus ou fixés par la France ou en France ou par toute autorité en France ayant le pouvoir de

	<p>soumettre à l'imposition, à moins qu'un tel prélèvement forfaitaire ou déduction soit exigé par la loi.</p> <p>Voir sections « Directive de l'Union Européenne en matière de fiscalité des revenus de l'épargne », « Fiscalité au Luxembourg » et « Fiscalité en France ».</p>
<b>Périodes d'Intérêts et Taux d'Intérêt :</b>	<p>Les Titres porteront ou non un intérêt. Le taux d'intérêt, le cas échéant, pourra être un taux fixe ou un taux flottant ou tout autre taux variable ou être lié à un indice. La méthode de calcul du taux d'intérêt peut varier entre la date d'émission et la date d'échéance de la souche des Titres concernée.</p>
<b>Forme des Titres :</b>	<p>Titres dématérialisés ou Titres matérialisés.</p> <p>Les Titres dématérialisés peuvent être émis au porteur ou au nominatif.</p> <p>Les Titres matérialisés seront uniquement émis au porteur.</p>
<b>Droit applicable :</b>	Droit français.
<b>Systèmes de compensation :</b>	Euroclear France, Clearstream, Luxembourg et Euroclear.
<b>Modalités Financières des Titres (prix, montant, taux d'intérêt, etc.) :</b>	Les modalités financières des Titres seront définies dans les Conditions Définitives applicables.
<b>Cotation et Admission aux négociations :</b>	<p>Les Titres peuvent être cotés et admis aux négociations sur Euronext Paris ou cotés ou admis aux négociations sur ledit marché, ou sur tout autre Marché Réglementé ou sur des Marchés Réglementés additionnels tel qu'indiqué dans les Conditions Définitives concernées, ou ne pas être cotés.</p>
<b>Offre au Public :</b>	<p>Les Titres émis par l'Émetteur pourront être offerts au public en France et/ou dans un État Membre quelconque de l'EEE vers lequel le Prospectus de Base est passeporté.</p>
<b>Méthode de Publication de ce Prospectus de Base et des Conditions Définitives :</b>	<p>Ce Prospectus de Base, tout supplément à celui-ci et les Conditions Définitives relatives aux Titres cotés et admis à la négociation sur un Marché Réglementé dans un État Membre de l'EEE seront publiés sur le site internet de l'AMF (<a href="http://www.amf-france.org">www.amf-france.org</a>) et des copies pourront être obtenues dans les bureaux de l'Agent Fiscal ou de chacun des Agents Payeurs, ou par le biais de tout autre moyen conformément aux dispositions de l'article 14 de la Directive Prospectus. Les Conditions Définitives indiqueront où le Prospectus de Base pourra être obtenu.</p>
<b>Notation :</b>	Les Titres peuvent ou non faire l'objet d'une notation.
<b>Restrictions de vente :</b>	<p>Aux États-Unis d'Amérique, en France et au Royaume-Uni (se reporter au paragraphe « Souscription et Vente »). Des restrictions de vente supplémentaires peuvent être imposées et seront indiquées dans le cadre de l'offre et de la vente des Titres d'une Souche dans les Conditions Définitives concernées.</p> <p>L'Émetteur relève de la Catégorie 2 pour les besoins de la Réglementation S de la loi américaine sur les valeurs mobilières de 1933 (<i>Regulation S under the United States Securities Act of 1933</i>), telle que modifiée.</p>

## 2 INFORMATIONS-CLÉS SUR L'ÉMETTEUR

### A. Informations-clés concernant La Poste

La Poste est une société anonyme créée par la loi n°2010-123 du 9 février 2010. Jusqu'au 1<sup>er</sup> mars 2010, La Poste était un exploitant public créé par la loi n° 90-568 du 2 juillet 1990 (telle que modifiée). Le capital social de La Poste est intégralement détenu par l'Etat Français à la date du présent Prospectus de Base.

Le groupe La Poste exerce ses activités sur quatre métiers :

- Courrier,
- Colis et express,
- La Banque Postale et
- L'Enseigne La Poste.

### B. Informations-clés concernant les données financières sélectionnées de La Poste au 31 décembre 2009

Le chiffre d'affaires du Groupe s'est élevé à 20 527 millions d'euros en recul de -1,3 % par rapport à 2008 (-272 millions d'euros) et de -2 % sur base comparable. Le chiffre d'affaires réalisé à l'international représente 15,2% en 2009. 71% de l'activité du Groupe ont été réalisés en 2009 sur des marchés en totale concurrence.

En millions d'euros	2008	2009
<b>Chiffre d'affaires total</b>	20 799	20 527

En millions d'euros	2008	2009
<b>Résultat d'exploitation</b>	886	757

En pourcentage	2008	2009
<b>Marge d'exploitation</b>	4,3%	3,7%

En millions d'euros	2008	2009
<b>Investissement</b>	1 345	1 280

En millions d'euros	2008	2009
<b>Résultat net</b>	529	531

### RÉPARTITION DU CHIFFRE D'AFFAIRES PAR SECTEUR D'ACTIVITÉ

En millions d'euros	2008	2009
Courrier	12 023	11 665

Colis/Express	4 703	4 479
La Banque Postale	4 815	5 019
L'Enseigne	4 585	4 486
Autres secteurs et éliminations	(5 327)	(5 122)

#### Elements de Bilan

Actif en millions d'euros	2008	2009
Actif non courant	10 168	10 709
Actifs courant	114 120	172 961
Total Actif	124 287	183 671

Passif en millions d'euros	2008	2009
Capitaux propres de l'ensemble consolidé	3 316	4 103
Passif non courant	7 383	7 931
Passif courant	113 588	171 636
Total Passif	124 287	183 671

#### Courrier

Le Courrier et ses filiales réalisent un chiffre d'affaires de 11 665 millions d'euros, en diminution de 4,7 % à périmètre et change constants. La baisse de trafic déjà constatée en 2008 s'accroît en 2009. Les volumes économiques (hors filiales du holding Sofipost) ont baissé de -5,3 %, dont une diminution des volumes de -4,5 % et un effet mix produit défavorable de -0,8 %. Cette évolution n'est pas compensée par les revalorisations tarifaires qui ont un effet positif en moyenne de +1,3 %.

L'évolution structurellement baissière du marché du courrier a été amplifiée par la crise économique. Toutes les catégories de courrier (courrier d'affaires, marketing direct et presse) sont affectées par cette tendance. Le résultat d'exploitation consolidé du secteur Courrier s'établit à 179 millions d'euros en 2009. La qualité de service du courrier continue en revanche de s'améliorer : 84,4 % des lettres prioritaires ont été distribuées en J+1, soit +0,6 point de mieux qu'en 2008, ce qui est le meilleur résultat jamais atteint.

#### Colis/Express

Le Colis/Express atteint un chiffre d'affaires 4 479 millions d'euros, en diminution de 3,5 % à périmètre et change constants. La crise économique affecte l'ensemble des marchés de Geopost, filiale Express du Groupe. Le chiffre d'affaires de GeoPost s'élève à 3 093 millions d'euros, en baisse de 4,6 % à périmètre et change constants. La baisse a été particulièrement vive en Allemagne, en Espagne et au Royaume-Uni. En France, où la récession a été moins forte, et grâce à une politique d'innovation produits, Chronopost a connu une progression de ses volumes. L'activité de ColiPoste (« B to C » et « C to C » en France) a enregistré une baisse de trafic, sous l'effet du déclin de la vente par correspondance, compensée partiellement par le dynamisme du e-commerce en progrès de 16 %. Le chiffre d'affaires s'élève à 1 387 millions d'euros, en baisse de 1,4 %. La distribution en J+2 de ColiPoste atteint



92,8 %, soit + 0,3 point de mieux qu'en 2008. Le modèle économique du Colis/Express basé sur une forte variabilisation des moyens d'exploitation et renforcé par des plans d'économie s'est montré particulièrement résistant. Le résultat d'exploitation consolidé s'établit à 324 millions d'euros en 2009, en hausse de 3 % à périmètre et change constants. La marge d'exploitation est en hausse de 0,5 point à périmètre et change constants.

### **La Banque Postale**

La Banque Postale poursuit son développement : le Produit Net Bancaire progresse de 4 % sur base comparable pour atteindre 5 019 millions d'euros. La collecte de La Banque Postale, après le niveau exceptionnel atteint en 2008 dans le contexte particulier de taux d'intérêts et de crise financière, a connu une baisse attendue mais reste positive. L'ouverture de la distribution du Livret A n'a pas, en 2009, significativement érodé la base de clientèle (-2%). Les encours d'épargne et de dépôts à vue progressent à un rythme annuel de 8,1 % pour atteindre 277,3 milliards d'euros à fin 2009. La Banque Postale poursuit l'équipement de ses clients et voit également progresser de manière soutenue le nombre de ses clients actifs pour atteindre plus de 9,9 millions en fin d'année. L'exercice 2009 a également été très positif sur le crédit immobilier, la part de marché de La Banque Postale ayant dépassé 8 %. S'agissant de La Banque Postale, la contribution des activités bancaires au résultat d'exploitation du Groupe atteint 612 millions d'euros, sous le double effet de la progression vive du Produit Net Bancaire et d'une bonne maîtrise des charges liées à l'utilisation des moyens de La Poste, permettant ainsi une réduction du coefficient d'exploitation.

### **Enseigne La Poste**

L'Enseigne joue un rôle essentiel dans la distribution au grand public des produits des métiers du Groupe à travers ses 17 107 points de contact. Le réseau des bureaux de Poste est en première ligne dans le conseil et la vente des produits et services de La Banque Postale et commercialise plus de 29 % du chiffre d'affaires ColiPoste, plus de 18 % du chiffre d'affaires Courrier et près de 13% du chiffre d'affaires Chronopost. En 2009, L'Enseigne a réalisé 2 525 millions d'euros de ventes pour le courrier, le colis/Express et les produits tiers, en baisse de 2,2 % alors que l'activité réalisée au guichet a diminué de 3,7 %. Engagée dans un vaste chantier de modernisation et d'amélioration de l'accueil de ses clients, l'Enseigne est parvenue à réduire significativement le temps d'attente moyen dans ses 1 000 plus grands bureaux. Ainsi, sur les dépôts et retraits de Courrier et de Colis, qui représentent près de la moitié des opérations, le temps d'attente est passé de 6 minutes et 50 secondes fin 2008 à 4 minutes et 30 secondes fin 2009.

## **3 FACTEURS DE RISQUES**

### **A. Facteurs de risques relatifs à l'Émetteur**

A la date du présent Prospectus de Base, La Poste a identifié les facteurs de risque suivants qui peuvent affecter la capacité de La Poste à satisfaire ses obligations relatives aux Titres émis dans le cadre du Programme :

- le risque lié aux évolutions de marché et à un décalage entre l'offre du Groupe et les attentes des clients dans le domaine du courrier ;
- le risque lié au rythme d'adaptation de l'organisation du Groupe face à la décroissance structurelle des volumes du courrier ;
- les risques liés aux préférences environnementales des consommateurs ;
- les risques liés à la croissance externe ;
- les risques liés aux procédures judiciaires, administratives ou réglementaires ;

- la perte d'activité commerciale et perturbation des missions de service public en cas de crise majeure telle une pandémie ;
- l'insatisfaction des clients relatifs à l'attente au guichet ;
- les risques de défaillance des systèmes d'information ;
- les risques sociaux ;
- le risque lié à l'accumulation de conditions de marché défavorables dans le domaine du courrier ;
- les risques liés aux évolutions des réglementations comptable et prudentielle dans le domaine bancaire ;
- les risques liés aux missions de service public de La Poste ;
- les modifications de législation, régulation ou politique qui peuvent avoir un impact sur les activités de La Poste ;
- le décalage entre le rythme d'adaptation du parc immobilier et les objectifs du Groupe en matière environnementale ;
- le décalage entre le rythme d'adaptation du parc immobilier et les obligations réglementaires du Groupe en matière d'accessibilité aux personnes en situation de handicap ;
- les risques financiers.

## **B. Facteurs de risques afférents aux Titres émis par l'Émetteur**

Certains facteurs sont importants pour les besoins de l'évaluation des risques de marché liés aux Titres. Ceux-ci sont énumérés dans la rubrique "*Risk Factors*" et mentionnent notamment:

### **(i) Risques financiers**

- les Titres peuvent ne pas être un investissement approprié pour tous les investisseurs ;
- risques liés à la liquidité/la négociation des Titres;
- risques liés à la valeur de marché des Titres;
- risques liés aux taux de change et au contrôle des changes;
- risques liés aux notations de crédit .

### **(ii) Risques juridiques**

- risques liés aux conflits d'intérêts potentiels entre l'Émetteur, les Agents placeurs ou leurs filiales respectives et les porteurs de Titres ;
- risques de modification et/ou de renonciation des modalités des Titres par une décision de l'assemblée des porteurs de Titres par laquelle les porteurs non présents au vote ou en désaccord avec la majorité se retrouveront liés ;
- risques liés à la fiscalité (y compris les modifications relatives à la Directive européenne sur l'Épargne) ;
- risques liés à un changement législatif ;
- risques liés à l'acquisition légale des Titres ;
- risques liés à des restrictions réglementaires ;
- risques liés à la loi française sur les procédures collectives.

## **RISK FACTORS**

*Prospective investors should consider carefully the risks set forth below and the other information contained in this Base Prospectus prior to making any investment decision with respect to the Notes. Each of the risks highlighted below could have a material adverse effect on the business, operations, financial condition or prospects of the Issuer, which, in turn, could have a material adverse effect on the amount of principal and interest which investors will receive in respect of the Notes. In addition, each of the risks highlighted below could adversely affect the trading price of the Notes or the rights of investors under the Notes and, as a result, investors could lose some or all of their investment.*

*Prospective investors should note that the risks described below are not the only risks the Issuer faces. The Issuer has described only those risks relating to its operations that it considers to be material. There may be additional risks that it currently considers not to be material or of which is not currently aware, and any of these risks could have the effects set forth above.*

*Prospective investors should read the entire Base Prospectus. Words and expressions defined in the “Terms and Conditions of the Notes” below or elsewhere in the Base Prospectus have the same meanings in this section.*

Investing in the Notes involves certain risks. The value of the Notes could decline due to any of these risks, and prospective investors may lose some of their investment. Prospective investors should consider, among other things, the following:

### **I RISK RELATING TO THE ISSUER**

#### **1 General Framework of risk control and management**

The La Poste Group employs the COSO 2 (*Committee Of Sponsoring Organizations of the Treadway Commission*) international reference framework for all its operations, for the purposes of implementing its risk management system, and builds into its approach the definition of internal control found in the AMF (Autorité des Marchés Financiers) reference framework published in January 2007. Under this framework, internal control is a corporate system, for which it is responsible for defining and implementing.

This system is comprised of a set of resources, behaviour, procedures and actions adapted to the specific characteristics of each of the businesses and of the Group for the purpose of:

- helping to control its activities, the effectiveness of its operations and the efficient use of resources;
- taking on board in an appropriate manner material risks, whether strategic, operational, financial or compliance-related.

The internal control systems are thus designed to provide reasonable assurance to executive management and the governing bodies regarding:

- the performance and optimisation of operations;
- the reliability of financial information;
- legal and regulatory compliance.

La Banque Postale, a wholly-owned subsidiary of La Poste is also subject to amended Regulation 97-02 from the CRBF (*Comité de la réglementation bancaire et financière* - France’s Banking and Financial Regulations Committee) and the recommendations of the Basel Committee, for all its activities, whether carried on directly or via La Poste services through services agreements.

The Group's internal control systems apply to the parent company, the activities carried on across all retail brand network outlets (including community postal agencies and Poste Relais outlets), the outsourced activities of La Banque Postale as well as to the subsidiaries that are wholly-owned by La Poste or over which it has majority control and fully consolidates.

Internal control is based on two principles: the separation between the permanent control functions carried out at the first level by the operational teams and at the second level by specialised functions within the entities and the periodic, or third level, control functions carried out by employees other than those involved in the permanent control framework; the responsibility of the operational teams: permanent controls are in fact built into the operational organisation, with each manager being accountable at his level for the effective control of the activities under his responsibility.

On October 2009, the decision was taken to implement a new risk management organisation in order to better respond to heightened regulation and managerial requirements in this area.

A Group Risk Department was created, reporting to the Group Director of Audit, who accordingly becomes Group Director of Audit and Risk.

The purpose of this department is to support and consolidate risk management activities within the Group, risk management being considered, in line with the "COSO 2" reference framework, to be a crossroads between internal control and risk management. It notably maps the Group's major risks, in liaison with the departments responsible for risk within the businesses and cross-functional areas, coordinates the work of the Group Risk Committee as well as internal control activities, and manages the insurance policy.

A Group Risk Committee was also established, chaired by the group's number two ("Délégué general"), with members from the various businesses and cross-functional areas. The Risk Committee is responsible for ensuring consistent risk management across the Group and prepares the work of the Executive Committee in this area.

Lastly, a draft Group risk management charter has been presented to the Audit Committee of the Board of Directors and signed by the chairman and CEO. It will be applicable as off the 1st of January 2010.

The goal of this system is to ensure, to the extent possible, that the risks within the Group and its various entities are exhaustively and consistently identified, assessed and mitigated.

## **2 Risks related to the segments, activities and the organisation of the Group**

### **2.1 Risk related to market trends and a difference between the Group's offering and customers' expectations in terms of mail services**

The Mail offering must take into account of social changes and the standards of service expected by customers. Indeed, the Internet revolution has led to changes in the way individuals and companies operate, to a dematerialisation of mail and the arrival of alternative competitive solutions. Moreover, the ecological context has helped change the Mail environment which is directly affected by Grenelle 1 and 2 Acts (reduced energy consumption; eco-design of direct marketing).

## 2.2 Risk related to the pace at which the Group's organisation adapts to the structural decrease in mail volumes

As a result of the threefold revolution (digital, ecological and competitive), the volume of Mail is steadily decreasing (on average -1% annually between 2004 and 2007, -3% in 2008 and -5% in 2009). According to a European consensus of experts, volumes are expected to fall by an average of 5% per year in the next five years.

La Poste's ability to withstand this downward trend is related to the economic, industrial and social model chosen. The Group has invested in its industrialisation process and this should allow Mail to adjust the costs of its labour, internal and external purchases and overheads.

## 2.3 Risks related to consumers' environmental preferences

National policies aim to reduce waste, including paper.

Companies are becoming increasingly concerned with environmental issues and the sustainable development argument acts as a powerful leverage to streamline flows. The large mail issuers are stepping up pressure on their customers, encouraging them to switch over to the Internet (French Tax administration, France Télécom, EDF, etc.)

With the development of digital technologies comes a "stigmatisation" of past modes of communication, in line with the old media versus new media rationale introduced by NTIC companies. This has led to fewer written exchanges being made by the general public, companies and public bodies.

## 2.4 Risks related to growth by acquisition

Any acquisition can generate specific risks such as general or local economic downturn, key managers departure, exchange rate modification, social and legal particularities or loss of key accounts.

To face and prevent these risks, strong procedures are enforced and to begin with, all acquisitions of over 30 million euros must be approved by the Group's Board of Directors.

For example, La Poste aims to expand its European network in Parcel and Express markets and this could be achieved via targeted acquisitions. Each acquisition is made on the basis of an assessment made by specialised experts or external consultants on the authenticity of the accounts, the business plan in place and the legal risks. Local assessments are always sought when the markets are outside Europe, given the specific character of regulations and cultures. Moreover, no acquisition is made unless it is certain that suitable management which is extremely familiar with the local Express market will be available as soon as the acquisition is made. Outside Europe, the Group reduces the risks it takes by applying two principles: Limiting commitments and sharing acquisitions with local partners which have good control over the local situations.

## 2.5 Risks related to legal, administrative and regulatory proceedings

La Poste and its subsidiaries may be involved in a certain number of legal, administrative or regulatory proceedings in the normal course of their business. There can be no guarantee that La Poste or its subsidiaries will not be involved in any legal, administrative, tax or regulatory proceedings that could have an adverse effect on the Group's image or results, due in particular to the complexity of the regulatory environment in which it operates.

## 2.6 Impairment of commercial activity and disruption of public service missions in the event of a major crisis such as a pandemic

Everyday, 260,000 postal workers serve 64 million people in France, delivering tens of millions of objects, making millions of bank transactions and dealing with two million people in Post Offices.

These figures show the economic importance of services provided to the population and companies by La Poste, the number of contacts between postal workers and customers or between postal workers themselves and also the importance of the human factor in postal activities. Moreover, in accordance with current regulations on civil protection and defence, the Group is required to perform certain operations which are necessary for the nation's economic activity and for the continuity of government operations.

A pandemic or any other major crisis preventing a large number of postal workers from performing their duties would greatly disrupt La Poste's missions and would temporarily lower its revenue. Therefore, the main challenge concerns both the company's social and economic role and its financial soundness.

The business continuation plan which is in place is managing this risk.

## 2.7 Customer dissatisfaction related to counter waiting time

Waiting at counters, whether it is a regular occurrence (social benefits, Saturday mornings, etc.) or an occasional occurrence, is a recurrent factor of customer dissatisfaction, with regard to services, banks and distribution. It represents a major commercial risk for La Poste and the clientele (both the general public and professionals) who are not obliged to do business there may turn away from its services and products. To act upon counter waiting times effectively and permanently, while adhering to postal values, La Poste constantly adapts the way it is organised by adopting various solutions, i.e. transforming offices into modern, welcoming commercial areas, using alternative channels to carry out simple transactions (machines, Internet, etc.).

La Poste retail brand has undertaken a quality development process based on commitments to customers on definite standards of service which are measured every month.

## 2.8 Risks of information system failures

An uncontrolled virus can alter, destroy, disclose or make unavailable the Group's information systems following a partial update of the anti-virus protection or the failure to update it, following an insufficiently detected virus spread, an insufficient response or unsuitable user behaviour.

Malicious software intrusions (the use of malicious software to wilfully intrude into information systems without authorisation) may be facilitated by weaknesses in the Information System's different security and surveillance mechanisms and components or by careless user behaviour.

The Group's computer and telecommunication networks are under constant surveillance (an observatory operates 24/7) and are subject to protective measures that comply with best practices.

Moreover, the Group's IT production centre hosts Information System components which support critical processes. Following a major disaster, these components may remain unavailable as a result of insufficient physical protection (general building protection, specific security systems in computer rooms), a redundancy of IS components unsuitable for the requirements expressed by businesses), insufficient monitoring of security incidents and corrective action and a business continuity plan that is undefined, partial or untested.

La Poste implements a business continuity plan in some areas which are considered as critical.

## 2.9 Social risks

As with all companies employing staff, La Poste may generate professional risks related to the actual nature of its activities, whether they are physical activities (handling and carrying loads) or customer relations (incivility, stress, aggression), risks related to organisational changes and business content changes, risks related to non-compliance with occupational health and safety regulations and image-related risks in relations between postal workers and customers.

To deal with these risks, especially in a restrictive environment where major changes are required, which can themselves generate new risks, La Poste strives to ensure responsible development, prevention, mentoring and training. In particular, a comprehensive action plan has been decided at the highest level of the company to reduce the psycho-social risk through the organisation and especially in each business line.

## 3 Regulatory risks

### 3.1 Changes in governmental legislation, regulation or policy may have an impact on the activities of La Poste

The Issuer is exposed to legislative, regulatory or political developments producing social instability or legal uncertainty or affecting demand for the Issuer's products and services which may be unfavorable to the Issuer. The costs, effects and outcomes of any legal, regulatory or practical review, action or litigation, including any additional compliance requirements may have an adverse effect on the Issuer.

In particular, the full opening-up of the European mail market that will be effective as from 1st January 2011 (save in certain European countries) will increase competition in France which is La Poste principal mail market.

### 3.2 Accumulation of unfavourable market conditions

The Mail business may have to face an unfavourable regulatory environment with stricter rules governing its activities, its right to send sales literature being limited to those recipients who have previously expressed their wish to receive advertising documents ("OPT-IN"), the juxtaposition of reinforced controls exercised by various players whose objectives and angles of approach are different (EC, ARCEP the French postal regulator, Competition Authority).

Running parallel to this environment of increasing complexity are competitive handicaps that weigh upon the "Mail" business (high fixed costs related to the implementation of the universal postal service and the press delivery mission as well as a taxation system that hinders the economic model of the universal service products).

### 3.3 Risk related to changes in accounting and prudential regulations in the banking sector

The crisis affecting financial institutions over the past 2 years is prompting European and international authorities to make changes to standards relating to the accounting of transactions and capital adequacy.

If / when they are implemented, some of these changes may have a considerable impact on La Banque Postale's assets and liabilities management and thus on the building up of its NBI, in view of the structure of its balance sheet characterised by a high surplus of clientele resources to be reinvested in financial markets and a low amount of capital in relation to the size of the balance sheet.

The discussions underway and changes already enacted concern accounting standards and prudential standards. Due to the additional pressure they may place on the use of La Banque Postale's resources, they are likely to have negative knock-on effects on its Net Banking Income and on its net operating profit.

#### 3.4 Risks relating to the activities of public interest of the Issuer

La Poste operates activities of public interest (notably press distribution, contribution to regional planning and development (*contribution à l'aménagement et au développement du territoire*) and universal service activities (*missions de service public*)).

As such, the Issuer may be obliged to maintain certain activities or activities in certain geographic areas, in situations where ceasing such activities would have been more profitable. Nevertheless, there is a government financing mechanism which aim to compensate such mission.

### 4 Financial risks

#### 4.1 Non banking and banking risks

The financial risk factors relating to banking and non banking activities relating to the Issuer (including notably credit risk, liquidity risk, interest risk, counterparty risk and market risk) are set out on pages 77 to 9, of the Annual Report 2009 as defined in "Documents Incorporated by Reference" below (see Section 4 "Risk factors" in the Cross-Reference List on page 34).

#### 4.2 Downgrading of the Issuer

As at the date of this Base Prospectus, La Poste has been assigned the long term ratings of AA by Fitch Ratings with a stable outlook and A by Standard & Poor's Ratings Services with a stable outlook. Any downgrading of La Poste's rating may adversely affect the marketability of the Notes in the secondary market.

### 5 Other risks

#### 5.1 Discrepancy between the pace at which real estate assets are being adapted to the Group's environmental objectives

La Poste is aiming to reduce CO<sub>2</sub> emissions from its real estate assets by 2012. This objective can be achieved through planned adaptation and requires a steady upgrading of the real estate assets.

#### 5.2 Discrepancy between the pace of adaptation of real estate assets and the Group's regulatory obligations with regards access for the disabled

The Act of February 2005 on disabled persons' right to access buildings welcoming general public states that buildings must be brought up to standards by 2014, on penalty of penal and financial sanctions. This also concerns outside and inside facilities and all types of disabilities.

## II RISK RELATING TO THE NOTES

### A. GENERAL RISKS RELATING TO THE NOTES

#### Independent Review and Advice

Each prospective investor in the 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 Issuer or the Dealer(s) or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above.

### **Potential Conflicts of Interest**

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

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

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

### **Legality of Purchase**

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

### **Modification and waiver**

The conditions of the Notes contain provisions for calling 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 meeting and Noteholders who voted in a manner contrary to the majority.

### **Regulatory Restrictions**

Investors whose investment activities are subject to investment laws and regulations or to review or regulation by certain authorities may be subject to restrictions on investments in certain types of debt securities. Investors should review and consider such restrictions prior to investing in the Notes.

### **No active secondary market generally**

The Notes may not have an established trading market when issued. There can be no assurance of a secondary market for the Notes or the continued liquidity of such market if one develops.

The development or continued liquidity of any secondary market for the Notes will be affected by a number of factors such as general economic conditions, the financial condition and/or, the creditworthiness of the Issuer and/or the Group, and the value of any applicable reference rate, as well as other factors such as the complexity and volatility of the reference rate, the method of calculating the return to be paid in respect of such Notes, the time remaining to the maturity of the Notes, the outstanding amount of the Notes, any redemption features of the Notes,

the performance of other instruments (e.g., commodities or securities) linked to the reference rates and the level, direction and volatility of interest rates generally. Such factors also will affect the market value of the Notes. In addition, certain Notes may be designed for specific investment objectives or strategies and therefore may have a more limited secondary market and experience more price volatility than conventional debt securities.

Investors may not be able to sell Notes readily or at prices that will enable investors to realise their anticipated yield. No investor should purchase Notes unless the investor understands and is able to bear the risk that certain Notes will not be readily sellable, that the value of Notes will fluctuate over time and that such fluctuations will be significant.

### **No Trading Market for the Notes**

Although applications have been made for the Notes issued under the Programme to be listed and admitted to trading on Euronext Paris, there is no assurance that such application will be accepted, that any particular Tranche of Notes will be so 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.

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

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

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

### **Interest rate risk**

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

### **Credit or corporate ratings may not reflect all risks**

One or more independent rating agencies may assign ratings to the Notes and/or the Issuer. The ratings may not reflect the potential risk related to the structure, market, additional factors discussed in this section, and other factors that may affect the value of the Notes or the standing of the Issuer. A credit rating and/or a corporate rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

### **Change of law**

The conditions of the Notes are based on the laws of the Republic of France in effect at the date of this Base Prospectus. No assurance can be given as to impact of any possible judicial decision or change to the laws or administrative practice of France after the date of this Base Prospectus.

## French Insolvency Law

Under French insolvency law as amended by ordinance n°2008-1345 dated 18 December 2008 which came into force on 15 February 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 (*procédure de sauvegarde*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer.

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

The Assembly deliberates on the proposed safeguard (*projet de plan de sauvegarde*) or judicial reorganisation plan (*projet de plan de redressement*) applicable to the Issuer 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 right 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 to convoke the Assembly.

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

## Taxation

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

## EU Savings Directive

On 3 June 2003, the European Council of Economics and Finance Ministers adopted a directive 2003/48/EC regarding the taxation of savings income in the form of interest payments (the “**Directive**”). The Directive requires Member States, subject to a number of conditions being met, to provide to the tax authorities of other Member States details of payments of interest and other similar income made by a paying agent located within their jurisdiction to, or to the benefit of, an individual resident in that other Member State, except that, for a transitional period, Luxembourg and Austria will instead withhold an amount on interest payments unless the relevant beneficial owner of such payment elects otherwise (which Belgium has done with effect as from 1 January 2010) and authorises the paying agent to disclose the above information (see “EU Directive on the taxation of savings income”).

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. If a withholding tax is imposed on a payment made by a Paying Agent, the Issuer will be required to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Directive.

The European Commission has adopted a proposal for amendments to the Directive, which, if adopted, would amend or broaden the scope of the Directive.

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

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

The market value of the Notes will be affected by the creditworthiness of the Issuer and/or that of the Group 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.

### **Assessment of Investment Suitability**

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

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in the Base Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear applicable risks.

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

## **B. RISKS RELATING TO THE STRUCTURE OF A PARTICULAR ISSUE OF NOTES**

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

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

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

### **Index linked Notes and Dual Currency Notes**

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

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

### **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 this investment.

**Fixed/Floating Rate Notes**

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate or from a floating rate to a fixed rate. The 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 from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

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

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

**Zero Coupon Notes**

The prices at which Zero Coupon Notes, as well as other Notes issued at a substantial discount from their principal amount payable at maturity, trade in the secondary market tend to fluctuate more in relation to general changes in interest rates than do the prices for conventional interest-bearing securities of comparable maturities.

**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 Notes.

## DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the sections referred to in the table below included in the following documents which have been previously published with this Base Prospectus and filed with the AMF:

- a. the annual report of the Issuer for the financial year ended 31 December 2009 (in French language<sup>1</sup>) comprising a business report and a financial report and including the consolidated audited annual financial statements of the Issuer prepared in accordance with International Financial Reporting Standards as adopted by the European Union and the audit report thereon (the “**2009 Annual Report**”); and
- b. the annual report of the Issuer for the financial year ended 31 December 2008 (in French language<sup>1</sup>) comprising a business report and a financial report and including the consolidated audited annual financial statements of the Issuer prepared in accordance with International Financial Reporting Standards as adopted by the European Union and the audit report thereon (the “**2008 Annual Report**”).

Such information shall be deemed to be incorporated in, and forms part of this Base Prospectus to the extent that a statement contained in a section which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Base Prospectus.

Copies of the 2009 Annual Report and the 2008 Annual Report which contain the sections incorporated by reference are published and available on the website of the Issuer ([www.laposte.fr](http://www.laposte.fr)) and may be obtained without charge from the registered office of the Issuer during normal business hours.

For the purposes of the Prospectus Directive, the information incorporated by reference in this base Prospectus is set out in the following cross-reference table:

**Cross-reference table**

<b>INFORMATION INCORPORATED BY REFERENCE</b> <b>Annex IV of the EC Regulation no. 809/2004</b>		<b>REFERENCE</b>	
		<b>2009 Annual Report</b>	<b>2008 Annual Report</b>
A.4	<b>RISK FACTORS</b>	Page 77 to 94 of the “financial report 2009”	
A4.6	<b>BUSINESS OVERVIEW</b>		
A4.6.1	<b><u>Principal activities</u></b>	Pages 08 to 35 of the “Business and	

<sup>1</sup> The free English language translations of (i) the 2009 Annual Report and (ii) the 2008 Annual Report may be obtained without charge from the website of the Issuer ([www.laposte.fr](http://www.laposte.fr)). For ease of reference, the page numbering of the free English language translations of the documents incorporated by reference is identical to the French versions. These free English language translations are not incorporated by reference herein.

INFORMATION INCORPORATED BY REFERENCE Annex IV of the EC Regulation no. 809/2004		REFERENCE	
A4.6.2	<b><u>Principal markets</u></b>	responsible development report 2009”  Pages 4 to 19 of the “financial report 2009”	
A4.8	<b>TREND INFORMATION</b>	Page 19 of the “financial report 2009”	
A4.10	<b>ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES</b>		
A4.10.1	Names, business addresses and functions in the issuer of the following persons, and an indication of the principal activities performed by them outside the issuer where these are significant with respect to that issuer:  (a) members of the administrative, management or supervisory bodies;  (b) partners with unlimited liability, in the case of a limited partnership with a share capital.	Pages 06 to 07 of the “Business and responsible development report 2009	
A4.11	<b>BOARD PRACTICES</b>		
A4.11.1	Details relating to the issuer's audit committee, including the names of committee members and a summary of the terms of reference under which the committee operates.	Page 07 of the “Business and responsible development report 2009	
A4.13	<b>CONSOLIDATED FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</b>		
	If the audited financial information is prepared according to national accounting standards, the financial information required under this heading must include at least:		
	• balance sheet;	Pages 24 to 25 of the “financial report 2009”	Pages 24 to 25 of the “financial report 2008”
	• income statement;	Page 23 of the “financial report 2009”	Page 23 of the “financial report 2008”
	• statement of changes in equity;	Page 27 of the “financial report 2009”	Pages 26 to 27 of the “financial report 2008”
	• cash flow statement;	Page 28 of the “financial report	Page 28 of the “financial report



INFORMATION INCORPORATED BY REFERENCE Annex IV of the EC Regulation no. 809/2004		REFERENCE	
		2009”	2008”
	<ul style="list-style-type: none"> <li>accounting policies; and</li> </ul>	Pages 30 to 41 of the “financial report 2009”	Page 31 to 39 of the “financial report 2008”
	<ul style="list-style-type: none"> <li>explanatory notes.</li> </ul>	Pages 41 to 113 of the “financial report 2009”	Pages 39 to 105 of the “financial report 2008”
<b>UNCONSOLIDATED FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</b>			
	balance sheet;	Pages 118 to 119 of the “financial report 2009”	Pages 110 to 111 of the “financial report 2008”
	income statement;	Page 117 of the “financial report 2009”	Page 109 of the “financial report 2008”
	cash flow statement;	Page 120 of the “financial report 2009”	Page 112 of the “financial report 2008”
	accounting policies; and	Pages 121 to 125 of the “financial report 2009”	Page 113 to 117 of the “financial report 2008”
	explanatory notes.	Pages 126 to 143 of the “financial report 2009”	Pages 118 to 135 of the “financial report 2008”
A4.13.3	<b><u>Auditing of historical annual consolidated financial information</u></b>		
A4.13.3.1	A statement that the historical financial information has been audited. If audit reports on the historical financial information have been refused by the statutory auditors or if they contain qualifications or disclaimers, such refusal or such qualifications or disclaimers must be reproduced in full and the reasons given.	Page 22 of the “financial report 2009”	Page 22 of the “financial report 2008”
	<b><u>Auditing of historical annual unconsolidated financial information</u></b>		
	A statement that the historical financial information has been audited. If audit reports on the historical financial information have been refused by the statutory auditors or if they contain qualifications or disclaimers, such refusal or such qualifications or disclaimers must be reproduced in full and the reasons given.	Page 116 of the “financial report 2009”	Page 108 of the “financial report 2008”

## **SUPPLEMENT TO THE PROSPECTUS**

If at any time the Issuer shall be required to prepare a supplement to this Base Prospectus pursuant to Article 212-25 of the *Règlement Général* of the AMF implementing Article 16 of the Prospectus Directive in France, the Issuer will prepare and make available an appropriate amendment or supplement to this Base Prospectus or a further Base Prospectus which, in respect of any subsequent issue of Notes to be listed and admitted to trading on Euronext Paris or on a Regulated Market shall constitute a supplement to the Base Prospectus as required by Article 16 of the Prospectus Directive and shall supply each Dealer with such number of copies of such supplement hereto as such Dealer may reasonably request.

The Issuer has given an undertaking to the Dealers that if at any time during the duration of the Programme there is a significant new factor, material mistake or inaccuracy relating to information contained in this Base Prospectus which is capable of affecting the assessment of any Notes and whose inclusion in or removal from this Base Prospectus is necessary, for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer, the Group and the rights attaching to the Notes, the Issuer shall prepare an amendment or supplement to this Base Prospectus or publish a replacement Base Prospectus for use in connection with any subsequent offering of the Notes, and shall supply each Dealer with such number of copies of such supplement hereto as such Dealer may reasonably request.

## GENERAL DESCRIPTION OF THE PROGRAMME

*The following overview 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 relevant Final Terms. Words and expressions defined in “Terms and Conditions of the Notes” below shall have the same meanings in this overview. The Issuer may agree with any Dealer that Notes may be issued in a form other than that contemplated in “Terms and Conditions of the Notes” herein, in which event (in the case of listed Notes only) a supplement to this Base Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.*

*The following overview is qualified in its entirety by the remainder of this Base Prospectus.*

**Issuer:** La Poste.

**Description:** Euro Medium Term Note Programme for the continuous offer of Notes (the “**Programme**”).

**Arranger:** Deutsche Bank AG, Paris Branch.

**Dealers:** Barclays Bank PLC  
BNP PARIBAS  
Commerzbank Aktiengesellschaft  
Crédit Agricole Corporate and Investment Bank  
Deutsche Bank AG, London Branch  
J.P. Morgan Securities Ltd.  
Natixis  
Société Générale  
The Royal Bank of Scotland plc

The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to “**Permanent Dealers**” are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and to “**Dealers**” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.

At the date of this Base Prospectus, only credit institutions and investment firms incorporated in a member state of the European Union (“EU”) and which are authorised by the relevant authority of such member home state to lead-manage bond issues in such member state may, in the case of Notes to be listed on Euronext Paris, act (a) as Dealers with respect to non-syndicated issues of Notes denominated in euro and (b) as lead manager of issues of Notes denominated in euro issued on a syndicated basis.

**Programme Limit:** Up to Euro 7,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.

**Fiscal Agent and Principal Paying Agent:** Deutsche Bank AG, London Branch  
Winchester House  
1 Great Winchester Street

London EC2N 2DB  
United Kingdom

**Paris Paying Agent:**

Deutsche Bank AG, Paris Branch  
3, avenue de Friedland  
75008 Paris  
France

**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 completed, where necessary, with the relevant 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 completed in the final terms (the “**Final Terms**”).

**Maturities:**

Subject to compliance with all relevant laws, regulations and directives, any maturity from one month to 30 years from the date of original issue.

**Currencies:**

Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in Euro, U.S. dollars, Japanese yen, Swiss francs, Sterling and in any other currency specified in the relevant Final Terms as may be agreed between the Issuer and the relevant Dealers.

**Denomination(s):**

Notes shall be issued in such denomination(s) as may be specified in the relevant Final Terms as may be agreed between the Issuer and the relevant Dealer (the “**Specified Denomination**”) save that the minimum denomination of each Note listed and admitted to trading on a Regulated Market in a member state of the European Economic Area (“**EEA**”) or offered to the public in a EEA State in circumstances which require the publication of a prospectus under the Prospectus Directive will be €1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date) or such other higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

Notes having a maturity of less than one year will constitute deposits for the purposes of the prohibition on accepting deposits contained in Section 19 of the FSMA unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 (or its equivalent in other currencies).

Dematerialised Notes shall be issued in one Specified Denomination only.

**Status of the Notes:**

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

unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.

**Negative Pledge:**

There will be a negative pledge in respect of the Notes as set out in Condition 4 - see “Terms and Conditions of the Notes - Negative Pledge”.

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

There will be events of default and a cross-default in respect of the Notes as set out in Condition 9 - see “Terms and Conditions of the Notes - Events of Default”.

**Redemption Amount:**

The relevant Final Terms will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) having a maturity of less than one year from their date of issue 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 FSMA must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).

**Optional Redemption:**

The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders and if so the terms applicable to such redemption.

**Redemption by Instalments:**

The Final Terms issued in respect of each issue of Notes that are redeemable in two (2) or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.

**Early Redemption:**

Except as provided in “Optional Redemption” above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons (as provided in Condition 6(f)) or illegality (as provided in Condition 6j (j)). See “Terms and Conditions of the Notes - Redemption, Purchase and Options”.

**Taxation:**

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

See section “Taxation”.

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

2. Notes issued on or after 1 March 2010 (except Notes that are issued on or after 1 March 2010 and which are to be consolidated (*assimilables* for the purpose of French law) and form a single series with Notes issued before 1 March 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*" (no. 2009-1674 dated 30 December 2009) applicable as from 1 March 2010 (the "**Law**"). Payments of interest and other revenues made by the Issuer on such 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*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a "**Non-Cooperative State**"). If such payments under the Notes are made in a Non-Cooperative State, a 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*.

Furthermore, interest and other revenues on such Notes may no longer be deductible from the Issuer's taxable income, as from the fiscal years starting on or after 1 January 2011, if they are paid or accrued to persons established or domiciled in a Non-Cooperative State or paid in such a Non-Cooperative State. Under certain conditions, any such non-deductible interest and other 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* of the French *Code général des impôts*, at a rate of 25% or 50%.

Notwithstanding the foregoing, the Law provides that neither the 50% withholding tax nor the non-deductibility will apply in respect of a particular issue of Notes if the Issuer can prove that the principal purpose and effect of such issue of Notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the "**Exception**"). Pursuant to the ruling (*rescrit*) no. 2010/11 (FP and FE) of the French tax authorities dated 22 February 2010, an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French *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 services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or
- (iii) admitted, at the time of their issue, to the operations of a central depository or of a securities clearing and delivery and payments systems

operator within the meaning of Article L.561-2 of the French *Code monétaire et financier*, or of one or more similar foreign depositaries or operators provided that such depositary or operator is not 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* before 1 March 2010 (or Notes that are issued on or after 1 March 2010 and which are to be consolidated (*assimilables* for the purpose of French law) and form a single series with such Notes) 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 Issuer on Notes issued before 1 March 2010 (or Notes issued on or after 1 March 2010 and which are to be consolidated (*assimilables* for the purpose of French law) and form a single series with such Notes) 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.

**Interest Periods and Interest Rates:**

Notes may be interest bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate or other variable rate or index-linked.

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

**Fixed Rate Notes:**

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

**Floating Rate Notes:**

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

- (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency pursuant to the 2007 FBF Master Agreement relating to transactions on forward financial instruments, or
- (ii) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or
- (iii) by reference to LIBOR, LIBID, LIMEAN or EURIBOR (or such other benchmark as may be specified in the relevant Final Terms), in each case as adjusted for any applicable margin.

Interest periods will be specified in the relevant Final Terms.

**Zero Coupon Notes:**

Zero Coupon Notes may be issued at their nominal amount or at a discount to

it and will not bear interest.

**Dual Currency Notes:**

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as may be specified in the relevant Final Terms.

**Index Linked Notes:**

Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to such index and/or formula as may be specified in the relevant Final Terms.

**Structured Note Risks:**

*The following paragraph does not describe all the risks of an investment in the Notes. Prospective investors should consult their own financial and legal advisers about risks associated with investment in a particular series of Notes and the suitability of investing in the Notes in light of their particular circumstances.*

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 could lose all or a substantial portion of the principal of its Note.

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.

**Other Notes:**

Terms applicable to high interest Notes, low interest Notes, step-up Notes, step-down Notes, reverse dual currency Notes, optional dual currency Notes, partly paid Notes and any other type of Notes that the Issuer and any Dealer or Dealers may agree to issue under the Programme will be set out in the relevant Final Terms.

**Redenomination:**

Notes denominated in the currency of a country that subsequently participates in the third stage of the European Economic and Monetary Union may be subject to redenomination, renomination and/or consolidation with other Notes denominated in euro, all as more fully provided in “Terms and Conditions of the Notes - Form, Denomination, Title and Redenomination” below.

**Consolidation:**

Notes of one Series may be consolidated with Notes of another Series as more fully provided in “Terms and Conditions of the Notes - Further Issues and Consolidation”.

**Form of Notes:**

Notes may be issued in either dematerialised form (“**Dematerialised Notes**”) or in materialised form (“**Materialised Notes**”).

Dematerialised Notes may, at the option of the Issuer, be issued in bearer dematerialised form (*au porteur*) or in registered dematerialised form (*au*



*nominatif*) and, in such latter case, at the option of the relevant Noteholder, in either in fully registered form (*au nominatif pur*) or administered registered form (*au nominatif administré*). No physical documents of title will be issued in respect of Dematerialised Notes. See “Terms and Conditions of the Notes - Form, Denomination, Title and Redenomination”.

Materialised Notes will be in bearer materialised form (“**Materialised Bearer Notes**”) only. A Temporary Global Certificate will be issued initially in respect of each Tranche of Materialised Bearer Notes. Materialised Notes may only be issued outside France.

<b>Governing Law:</b>	French law.
<b>Clearing Systems:</b>	Euroclear France as central depositary in relation to Dematerialised Notes and Clearstream, Luxembourg and Euroclear or any other clearing system that may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer in relation to Materialised Notes.
<b>Initial Delivery of Materialised Notes:</b>	On or before the issue date for each Tranche of Materialised Bearer Notes, the Temporary Global Certificate issued in respect of such Tranche shall be deposited with a common depositary for Euroclear and Clearstream, Luxembourg or with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer.
<b>Issue Price:</b>	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount. Partly Paid Notes may be issued, the issue price of which will be payable in two or more instalments.
<b>Listing and Admission to Trading:</b>	Notes issued under the Programme may be listed admitted to trading on Euronext Paris or listed or admitted to trading on such or other or additional stock exchanges as may be specified in the relevant Final Terms, or unlisted.
<b>Offer to the Public:</b>	Notes issued by the Issuer may be offered to the public in France and any other EEA member State in which the Base Prospectus is passported.
<b>Method of Publication of this Base Prospectus and the Final Terms:</b>	This Base Prospectus, any supplement thereto and the Final Terms related to the Notes listed and admitted to trading on any Regulated Market in the EEA will be published on the website of the AMF ( <a href="http://www.amf-france.org">www.amf-france.org</a> ) and copies may be obtained at the Fiscal Agent’s or each of the Paying Agents’ offices, or through any other means in accordance with Article 14 of the Prospectus Directive. The Final Terms will indicate where the Base Prospectus may be obtained.
<b>Rating:</b>	It is expected that Notes to be issued under the Programme will be rated AA by Fitch Ratings and A by Standard & Poor’s Ratings Services. Structured Senior Notes or other Notes issued pursuant to the Programme may be unrated or rated differently in certain circumstances. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating assigned to Notes issued under the Programme. 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.

**Selling Restrictions:**

There are restrictions on the sale of Notes and the distribution of offering material in various jurisdictions. See “Subscription and Sale”. In connection with the offering and sale of a particular Tranche, additional selling restrictions may be imposed which will be set out in the relevant Final Terms.

The Issuer is Category 2 for the purposes of Regulation S under the United States Securities Act of 1933, as amended.

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

## TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of Part A of the relevant Final Terms, shall be applicable to the Notes. In the case of Dematerialised Notes, the text of the terms and conditions will not be endorsed on physical documents of title but will be constituted by the following text as completed by the relevant provisions of Part A of 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 Part A of the Final Terms or (ii) these terms and conditions as so completed (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on Definitive Materialised Bearer Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of 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 La Poste (the “**Issuer**” or “**La Poste**”) with the benefit of an amended and restated agency agreement dated 6 July 2010 between the Issuer, Deutsche Bank AG, London Branch as fiscal agent and the other agents named in it (the “**Amended and Restated Agency Agreement**”). The fiscal agent, the paying agents, the redenomination agent, the consolidation agent and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Fiscal Agent**”, the “**Paying Agents**” (which expression shall include the Fiscal Agent), the “**Redenomination Agent**”, the “**Consolidation Agent**” and the “**Calculation Agent(s)**”.

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

Copies of the Amended and Restated Agency Agreement are available for inspection at the specified offices of each of the Paying Agents.

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

### 6 Form, Denomination(s), Title and Redenomination

- (a) **Form:** Notes may be issued either in dematerialised form (“**Dematerialised Notes**”) or in materialised form (“**Materialised Notes**”).

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

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

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

- (ii) Materialised Notes are issued in bearer form (“**Materialised Bearer Notes**”). Materialised Bearer Notes are serially numbered and are issued with coupons (the “**Coupons**”) (and, where appropriate, a talon (the “**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 (the “**Receipts**”) attached.

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

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

(c) **Title:**

- (i) Title to Dematerialised Notes in bearer dematerialised form (*au porteur*) and in administered registered form (*au nominatif administré*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of the Account Holders. Title to Dematerialised Notes in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of the Issuer or the Registration Agent.
- (ii) Title to Materialised Bearer Notes in definitive form having, where appropriate, Coupons, Receipt(s) and/or a Talon attached thereto on issue (“**Definitive Materialised Bearer Notes**”), shall pass by delivery.
- (iii) Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the holder.
- (iv) In these Conditions, “**Holder of Notes**”, “**Holder of any Note**” or “**Noteholder**” means (i) in the case of Dematerialised Notes, the person whose name appears in the account of the relevant Account Holder or the Issuer or the Registration Agent (as the case may be) as being entitled to such Notes and (ii) in the case of Materialised Notes, the bearer of any Definitive Materialised Bearer Note and the Receipts, Coupons, or Talon relating to

it, and capitalised terms have the meanings given to them in the relevant Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.

(d) **Redenomination:**

- (i) The Issuer may (if so specified in the relevant Final Terms), on any Interest Payment Date, without the consent of the holder of any Note, Receipt, Coupon or Talon, by giving at least 30 days' notice in accordance with Condition 14 and on or after the date on which the European Member State in whose national currency the Notes are denominated has become a participating Member State in the single currency of the European Economic and Monetary Union (as provided in the Treaty establishing the European Community (the "EC"), as amended from time to time (the "Treaty"), or events have occurred which have substantially the same effects (in either case, "EMU"), redenominate all, but not some only, of the Notes of any Series into euro and adjust the aggregate principal amount and the Specified Denomination(s) set out in the relevant Final Terms accordingly, as described below. The date on which such redenomination becomes effective shall be referred to in these Conditions as the "**Redenomination Date**".
- (ii) Unless otherwise specified in the relevant Final Terms, the redenomination of the Notes pursuant to Condition 1(d)(i) shall be made by converting the principal amount of each Note from the relevant national currency into euro using the fixed relevant national currency euro conversion rate established by the Council of the European Union pursuant to Article 123 (4) of the Treaty and rounding the resultant figure to the nearest euro 0.01 (with euro 0.005 being rounded upwards). If the Issuer so elects, the figure resulting from conversion of the principal amount of each Note using the fixed relevant national currency euro conversion rate shall be rounded down to the nearest euro. The euro denominations of the Notes so determined shall be notified to Noteholders in accordance with Condition 14. Any balance remaining from the redenomination with a denomination higher than euro 0.01 shall be paid by way of cash adjustment rounded to the nearest euro 0.01 (with euro 0.005 being rounded upwards). Such cash adjustment will be payable in euro on the Redenomination Date in the manner notified to Noteholders by the Issuer.
- (iii) Upon redenomination of the Notes, any reference in the relevant Final Terms to the relevant national currency shall be construed as a reference to euro.
- (iv) Unless otherwise specified in the relevant Final Terms, the Issuer may, with the prior approval of the Redenomination Agent and the Consolidation Agent, in connection with any redenomination pursuant to this Condition or any consolidation pursuant to Condition 13, without the consent of the holder of any Note, Receipt, Coupon or Talon, make any changes or additions to these Conditions or Condition 13 (including, without limitation, any change to any applicable business day definition, business day convention, principal financial centre of the country of the Specified Currency, interest accrual basis or benchmark), taking into account market practice in respect of redenominated euromarket debt obligations and which it believes are not prejudicial to the interests of such holders. Any such changes or additions shall, in the absence of manifest error, be binding on the holders of Notes, Receipts, Coupons and Talons and shall be notified to Noteholders in accordance with Condition 14 as soon as practicable thereafter.
- (v) Neither the Issuer nor any Paying Agent shall be liable to the holder of any Note, Receipt, Coupon or Talon or other person for any commissions, costs, losses or expenses in relation

to or resulting from the credit or transfer of euro or any currency conversion or rounding effected in connection therewith.

## **7 Conversion and Exchanges of Notes**

### **(a) Dematerialised Notes**

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

### **(b) Materialised Notes**

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

## **8 Status**

The Notes and, where applicable, any related Receipts and Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Issuer and rank and will at all times rank *pari passu* and 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 Issuer, from time to time outstanding.

## **9 Negative Pledge**

So long as any of the Notes or, if applicable, any Receipts or Coupons relating to them, remains outstanding (as defined below), the Issuer will not create or permit to subsist any mortgage, pledge, lien or other form of encumbrance or security interest upon any of its respective assets or revenues, present or future, to secure any Relevant Indebtedness (as defined below) or any guarantee or indemnity of any Relevant Indebtedness unless at the same time or prior thereto the Issuer's obligations under the Notes, Receipts and Coupons are equally and rateably secured therewith or benefit from a guarantee or indemnity in substantially identical terms thereto.

For the purposes of this Condition “**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 these Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued on such Notes to the date for such redemption and any interest payable after such date) have been duly paid (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 (ii) in the case of Dematerialised Notes in fully registered form, to the account of the Noteholder and (iii) in the case of Materialised Bearer Notes, to the Fiscal Agent

and remain available for payment against presentation and surrender of Materialised Bearer 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 these Conditions, (e) in the case of Materialised Bearer Notes (i) those mutilated or defaced Materialised Bearer Notes that have been surrendered in exchange for replacement Materialised Bearer Notes, (ii) (for the purpose only of determining how many such Materialised Bearer Notes are outstanding and without prejudice to their status for any other purpose) those Materialised Bearer Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Materialised Bearer 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 Bearer Notes, pursuant to its provisions.

For the purposes of this Condition “**Relevant Indebtedness**” means any present or future indebtedness in the form represented by notes or other securities which are for the time being, or are capable of being, quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter-market or other securities market.

## 10 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 (known as TARGET2) or any successor thereto (the “**TARGET System**”) is operating (a “**TARGET Business Day**”);
- (ii) in the case of a 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 currency; and/or
- (iii) in the case of a currency and/or one or more 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 Centre(s)

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

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

actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

- (iii) 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,

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 hereon or, if none is specified, the Interest Payment Date.

- (iv) if “**Actual/365 (Fixed)**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;
- (v) if “**Actual/360**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;
- (vi) if “**30/360**” or “**360/360 (Bond Basis)**” is specified in the relevant Final Terms, the number of days in the Calculation Period by 360 calculated on a formula basis as follows:

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

where:

“**Y<sub>1</sub>**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y<sub>2</sub>**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M<sub>1</sub>**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M<sub>2</sub>**” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“**D<sub>1</sub>**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and



“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30; and

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

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

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D<sub>2</sub> will be 30

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

“**FBF Definitions**” means the definitions set out in the 2007 FBF Master Agreement relating to Transactions on forward financial instruments as supplemented by the Technical Schedules published by the *Fédération Bancaire Française*, 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 TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro or (ii) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (iii) the day falling two Business Days in the city specified in the Final Terms for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro

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

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

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

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

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

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

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

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

**“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

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

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

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

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

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

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

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

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

(B) ISDA Determination for Floating Rate Notes

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

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

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

(C) Screen Rate Determination for Floating Rate Notes

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

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

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

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

- (iv) *Rate of Interest for Index Linked Interest Notes:* The Rate of Interest in respect of Index Linked Interest Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms and interest will accrue by reference to an Index or Formula as specified in the relevant Final Terms.
- (d) **Zero Coupon Notes:** Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate *per annum* (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(e)(i)).
- (e) **Dual Currency Notes:** In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to a Rate of Exchange or a method of calculating, a Rate of Exchange, the rate or amount of interest payable shall be determined in the manner specified in the relevant Final Terms.
- (f) **Partly Paid Notes:** In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the relevant Final Terms.
- (g) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless (i) in the case of Dematerialised Notes, on such due date or (ii) in the case of Materialised Notes, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 8).
- (h) **Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding:**
  - (i) If any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (c) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph
  - (ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified in the relevant Final Terms, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be
  - (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.
- (i) **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.

- (j) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Optional Redemption Amounts, Early Redemption Amounts and Instalment Amounts:** The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Optional Redemption Amount, Early Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Optional Redemption Amount, Early Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the applicable rules of such exchange so require, such exchange as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(c)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.
- (k) **Calculation Agent:** The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding (as defined in the Amended and Restated Agency Agreement). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid. So long as the Notes are listed on any stock exchange and the rules applicable to that stock exchange so require, notice of any change of Calculation Agent shall be given in accordance with Condition 14.

## 11 Redemption, Purchase and Options

- (a) **Final Redemption:** Unless previously redeemed, purchased and cancelled as provided below each Note shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) or, in the case of a Note falling within Condition 6(b) below, its final Instalment Amount.
- (b) **Redemption by Instalments:** Unless previously redeemed, purchased and cancelled as provided in this Condition 6 each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified in the relevant Final Terms. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused (i) in the case of Dematerialised Notes, on the due date for such payment or (ii) in the case of Materialised Notes, on presentation of the related Receipt, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.
- (c) **Redemption at the Option of the Issuer and Partial Redemption:** If a Call Option is specified in the relevant Final Terms, the Issuer may, subject to compliance by the Issuer with all relevant laws, regulations and directives and on giving not less than 15 nor more than 30 days' irrevocable notice in accordance with Condition 14 to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem all or, if so provided, some, of the Notes on any Optional Redemption Date. Any such redemption must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified in the relevant Final Terms and no greater than the Maximum Redemption Amount to be redeemed specified in the relevant Final Terms.

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

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

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

So long as the Notes are listed on Euronext Paris or on any Regulated Market and the rules of such Regulated Market so require, the Issuer shall, once in each year in which there has been a partial redemption of the Notes, cause to be published accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the *Autorité des marchés financiers* and on the website of any other competent authority and/or Regulated Market of the EEA Member State where the Notes are listed and admitted to trading a notice specifying the aggregate nominal amount of Notes outstanding and, in the case



of Materialised Notes a list of any Definitive Materialised Bearer Notes drawn for redemption but not surrendered.

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

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

- (e) **Early Redemption:**

- (i) Zero Coupon Notes:

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

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

(ii) Other Notes:

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(f) or Condition 6(j), 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 unless otherwise specified in the relevant Final Terms.

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

- (i) If, by reason of any change in French law, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified under Condition 8 (a) and (b) below, the Issuer may, at its option, on any Interest Payment Date (if this Note is either a Floating Rate Note or an Index Linked Note) or, at any time, (if this Note is neither a Floating Rate Note nor an Index Linked Notes) subject to having given not more than 45 nor less than 30 days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 14, 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 provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and interest without withholding for French taxes.
- (ii) If the Issuer would on the next payment of principal or interest in respect of the Notes be prevented by French law from making payment to the Noteholders or, if applicable, the holders of Coupons (the "**Couponholders**") of the full amounts then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 8 (a) and (b) below, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than 7 days' prior notice to the Noteholders in accordance with Condition 14, 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 on (A) the latest practicable Interest Payment Date (if this Note is either a Floating Rate Note or an Index Linked Note) on which the Issuer could make payment of the full amount then due and payable in respect of the Notes, provided that if such notice would expire after such Interest Payment Date the date for redemption pursuant to such notice of Noteholders shall be the later of (i) the latest practicable date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes and (ii) 14 days after giving notice to the Fiscal Agent as aforesaid or (B) at any time, (if this Note is neither a Floating Rate Note nor an Index Linked Notes), provided that the due date for redemption of which notice hereunder shall be given shall be the latest practicable date at which the Issuer could make payment of the full amount payable in respect of the Notes, or, if applicable, Receipts or Coupons or, if that date is passed, as soon as practicable thereafter.

- (g) **Partly Paid Notes:** Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the provisions specified in the relevant Final Terms.
- (h) **Purchases:** The Issuer shall have the right at all times to purchase Notes (provided that, in the case of Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price subject to the applicable laws and/or regulations.
- (i) **Cancellation:** All Notes purchased by or on behalf of the Issuer must (or may, should French law ceases to require so) be cancelled, in the case of Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised Bearer Notes, by surrendering the Temporary Global Certificate and the Definitive Materialised Bearer Notes in question together with all unmatured Receipts and Coupons and all unexchanged Talons to the Fiscal Agent and, in each case, if so transferred or surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with, in the case of Dematerialised Notes, all rights relating to payment of interest and other amounts relating to such Dematerialised Notes and, in the case of Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so cancelled or, where applicable, transferred or surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.
- (j) **Illegality:** If, by reason of any change in French law, or any change in the official application of such law, becoming effective after the Issue Date, it will become unlawful for the Issuer to perform or comply with one or more of its obligations under the Notes, the Issuer will, subject to having given not more than 45 nor less than 30 days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 14, 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.

## 12 Payments and Talons

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

“**Bank**” means a bank in the principal financial centre 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 Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.
- (d) **Payments Subject to Fiscal Laws:** All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment but without prejudice to the provisions of Condition 8. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) **Appointment of Agents:** The Fiscal Agent, the Paying Agents, the Calculation Agent, the Redenomination Agent and the Consolidation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Redenomination Agent, the Consolidation Agent and the Registration Agent act solely as agents of the Issuer and the Calculation Agent(s) act(s) as independent experts(s) and, in each such case, do not assume any obligation or relationship of agency for any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Redenomination Agent, the Consolidation Agent and the Registration Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) a Redenomination Agent and a Consolidation Agent where the Conditions so require, (iv) Paying Agents having specified offices in at least two major European cities (including Paris so long as the Notes are listed and admitted to trading on Euronext Paris and, so long as the rules applicable to the relevant stock exchange so require) (v) in the case of Dematerialised Notes, in fully registered form, a Registration Agent (vi) such other agents as may be required by the applicable rules of any other stock exchange on which the Notes may be listed and (vii) in the case of Materialised Notes, a Paying Agent with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to Council Directive 2003/48/EC or any Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive.

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

On a redenomination of the Notes of any Series pursuant to Condition 1(d) with a view to consolidating such Notes with one or more other Series of Notes, in accordance with Condition 13, the Issuer shall ensure that the same entity shall be appointed as both Redenomination Agent and Consolidation Agent in respect of both such Notes and such other Series of Notes to be so consolidated with such Notes.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 14.

(f) **Unmatured Coupons and Receipts and unexchanged Talons:**

- (i) Upon the due date for redemption of Materialised Bearer Notes which comprise Fixed Rate Notes (other than Floating Rate Notes, Dual Currency Notes or Index Linked Notes), they should be surrendered for payment together with all unmaturing Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmaturing Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmaturing Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Amortised Nominal Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 10).
  - (ii) Upon the due date for redemption of any Materialised Bearer Note, comprising a Floating Rate Note, Dual Currency Interest Note or Index Linked Note, unmaturing Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
  - (iii) Upon the due date for redemption of any Materialised Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
  - (iv) Upon the due date for redemption of any Materialised Bearer Note that is redeemable in instalments, all Receipts relating to such Materialised Bearer Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
  - (v) Where any Materialised Bearer Note that provides that the relative unmaturing Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmaturing Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
  - (vi) If the due date for redemption of any Materialised Bearer Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Definitive Materialised Bearer Note. Interest accrued on a Materialised Bearer Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Materialised Bearer Notes.
- (g) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Materialised Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 10).
- (h) **Non-Business Days:** If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the Noteholder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. 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, in such jurisdictions as shall be specified as “**Financial Centres**” in the relevant Final Terms and (B) (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.

### 13 Taxation

- (a) **Withholding Tax :** All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.
- (b) **Additional Amounts:** If French law should require that payments of principal or interest 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, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the Noteholders or, if applicable, the holders of Receipts (the “**Receiptholders**”) and the Couponholders, as the case may be, of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon, as the case may be:
  - (i) **Other connection:** to, or to a third party on behalf of, a Noteholder or, if applicable, a Receiptholder or a Couponholder, as the case may be, who is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with the Republic of France other than the mere holding of the Note, Receipt or Coupon; or
  - (ii) **Presentation more than 30 days after the Relevant Date in the case of Materialised Notes:** except to the extent that the Noteholder or, if applicable, a Receiptholder or a Couponholder, as the case may be, would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day; or
  - (iii) **Payment to individuals:** where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other EU Directive implementing the conclusions of the ECOFIN Council Meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
  - (iv) **Payment by another Paying Agent:** presented for payment by or on behalf of a holder of any Note, Coupon or Receipt, as the case may be, who would be able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon, to another Paying Agent in a Member State of the EU.

As used in these Conditions, “**Relevant Date**” in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is

improperly withheld or refused) the date on which payment in full of the amount outstanding is made or, in the case of Materialised Notes (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note, Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

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

- (c) **Supply of Information:** Each Noteholder shall be responsible for supplying to the relevant Paying Agent, in a timely manner, any information as may be required in order to comply with the identification and reporting obligations imposed on it by the European Council Directive 2003/48/EC dated 3 June 2003 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.

## 14 Events of Default

The Representative (as defined in Condition 11) may, upon written notice to the Fiscal Agent and the Issuer given on behalf of the Noteholders before all defaults shall have been remedied, cause the Notes to become immediately due and payable, whereupon the 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) the 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), when the same shall become due and payable; or
- (b) the 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 and the Issuer of the written notice of such default; or
- (c) if any other present or future indebtedness of the Issuer for borrowed money or otherwise raised by the Issuer in excess of Euro 50,000,000 (or its equivalent in any other currency) whether individually or in the aggregate shall become due and payable or capable of becoming due and payable prior to its stated maturity as a result of a default thereunder, or any such indebtedness shall not be paid when due or, as the case may be, within any applicable grace period (as originally agreed) therefore or any steps shall have been taken to enforce any security in respect of any such indebtedness or any guarantee or indemnity given by the Issuer for, or in respect of, any indebtedness of any person shall not be honoured when due and called upon; or
- (d) if the Issuer applies for or is subject to the appointment of a *mandataire ad hoc* under French bankruptcy law or enters into a conciliation procedure (*procédure de conciliation*) with its creditors or a judgement is issued for the judicial liquidation (*liquidation judiciaire*) or for a judicial transfer of the whole or part of the business (*cession totale ou partielle de l'entreprise*) of the Issuer or, to

the extent permitted by applicable law, if the Issuer is subject to any other insolvency or bankruptcy proceedings or the Issuer makes any judicial conveyance, assignment, or other judicial arrangement for the benefit of its creditors or enters into a composition with its creditors; or

- (e) the Issuer sells or otherwise disposes of all or substantially all of its assets or ceases or threatens to cease to carry on the whole or substantially all of its business or an order is made or an effective resolution passed for its winding-up, dissolution or liquidation, unless (i) such winding-up, dissolution, liquidation or disposal is made in connection with a merger, consolidation, reconstruction, amalgamation or other form of combination (the “**Restructuring**”) with or to, any other corporation, (ii) the liabilities under the Notes are transferred to and assumed by such other corporation and (iii) the credit rating assigned by any Rating Agency to the long-term, unsecured and unsubordinated indebtedness of such other corporation following the Restructuring is not less than the credit rating assigned by any such Rating Agency to the long-term, unsecured and unsubordinated indebtedness of the Issuer immediately prior to the effective date of such Restructuring.

“**Rating Agency**” means any of the following: Fitch Ratings, Standard & Poor’s Ratings Services or any other rating agency of equivalent international standing requested from time to time by the Issuer to grant a rating to the Issuer and/or the Notes and in each case, any of their respective successors to the rating business thereof.

## 15 **Prescription**

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

## 16 **Representation of Noteholders**

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

The Masse will be governed by the provisions of the French *Code de commerce* with the exception of Articles L.228-48, L.228-59, R.228-63, R.228-67, R.228-69 and R.228-76 subject to the following provisions:

### (a) **Legal Personality**

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

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

### (b) **Representative**

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



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

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

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

In the event of death, retirement or revocation of appointment of the Representative, such Representative will be replaced by another Representative. In the event of the death, retirement or revocation of appointment of the alternate Representative, an alternate 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 Issuer and the specified offices of any of the Paying Agents.

**(c) Powers of Representative**

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

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

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

**(d) General Meeting**

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

Notice of the date, time, place and agenda of any General Meeting will be published as provided under Condition 14.

Each Noteholder has the right to participate in a General Meeting in person, by proxy, correspondence, or if the *statuts* of the Issuer so specify, videoconference or any other means of telecommunication allowing

the identification of the participating Noteholders<sup>2</sup>. 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.

In accordance with Article R.228-71 of the French *Code de commerce*, the rights of each Noteholder to participate in a General Meeting must be evidenced by entries in the books of the relevant Account Holder of the name of such Noteholder on the third business day in Paris preceding the date set for the relevant General Meeting at 0.00, Paris time.

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

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

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

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 14.

**(f) Information to Noteholders**

Each Noteholder or Representative thereof will have the right, during the 7-day period preceding the holding of each General Meeting, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the General Meeting, all of which will be available for inspection by the relevant Noteholders at the registered office of the Issuer, at the specified offices of any of the Paying Agents and at any other place specified in the notice of the General Meeting.

**(g) Expenses**

The Issuer will pay all expenses relating to the operation of the Masse, including expenses relating to the calling and holding of General Meetings and, 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 13, shall, for the defence of their respective common interests, be grouped in a single Masse. The Representative appointed

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<sup>2</sup> At the date of this Base Prospectus, the *statuts* of the Issuer do not contemplate the right for a Noteholder to participate in a General Meeting by videoconference or any other means of telecommunication allowing the identification of the participating Noteholders.

in respect of the first Tranche of any Series of Notes will be the Representative of the single Masse of all such Series.

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

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

## 18 Further Issues and Consolidation

- (a) **Further Issues:** Unless otherwise specified in the relevant Final Terms, the Issuer may from time to time without the consent of the Noteholders, Receiptholders or Couponholders create and issue further notes to be assimilated (*assimilées*) 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 principal amount thereof and the first payment of interest in the relevant Final Terms) and that the terms of such further notes provide for such assimilation and references in these Conditions to “Notes” shall be construed accordingly.
- (b) **Consolidation:** The Issuer may, with the prior approval of the Redenomination and Consolidation Agents, from time to time on any Interest Payment Date occurring on or after the Redenomination Date on giving not less than 30 days’ prior notice to the Noteholders in accordance with Condition 14, without the consent of the Noteholders, Receiptholders or Couponholders, consolidate the Notes of one Series with the Notes of one or more other Series issued by it, whether or not originally issued in one of the European national currencies or in euro, provided such other Notes have been redenominated in euro (if not originally denominated in euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Notes.

## 19 Notices

- (k) Notices to the holders of Dematerialised Notes in registered form (*au nominatif*) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing, or, (ii) at the option of the Issuer, they are published (a) so long as such Notes are listed and admitted to trading on Euronext Paris, in a leading daily newspaper of general circulation in France (which is expected to be *La Tribune* or *Les Echos*), or (b) they are published in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or (c) they are published in accordance with Articles 221-3 and 221-4 of the General Regulation (*Règlement Général*) of the *Autorité des marchés financiers* and, so long as such Notes are listed

and admitted to trading on any Regulated Market and the rules of such Regulated Market so require, in a leading daily newspaper with general circulation in the city where the Regulated Market on which such Notes are listed and admitted to trading is located and on the website of any other Regulated Market of the EEA Member State where the Notes are listed and admitted to trading.

- (l) Notices to the holders of Materialised Bearer Notes and Dematerialised Notes in bearer form (*au porteur*) shall be valid if published, (i) so long as such Notes are listed and admitted to trading on Euronext Paris, in a leading daily newspaper of general circulation in France (which is expected to be *La Tribune* or *Les Echos*), or (b) they are published in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or (c) they are published in accordance with Articles 221-3 and 221-4 of the General Regulation (*Règlement Général*) of the *Autorité des marchés financiers* and so long as such Notes are listed and admitted to trading on any Regulated Market and the rules of such Regulated Market so require, in a leading daily newspaper with general circulation in the city where the Regulated Market on which such Notes are listed and admitted to trading is located and on the website of any other Regulated Market of the EEA Member State where the Notes are listed and admitted to trading.
- (m) If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Materialised Bearer Notes in accordance with this Condition.
- (n) Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream, Luxembourg and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication of a notice required by Conditions 14 (a) and (b) above; except that (i) so long as such Notes are listed and admitted to trading on any Regulated Market or other stock exchange and the rules of such Regulated Market(s) or other stock exchange so require, notices shall 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, , and (ii) notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 11 shall also be published in a leading daily newspaper with general circulation in Europe.

## 20 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 Issuer in connection with any Notes, Receipts, Coupons or Talons may be brought before any competent court within the jurisdiction of the *Cour d'Appel* of Paris.

## **TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALISED BEARER NOTES**

### **Temporary Global Certificates**

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

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

### **Exchange**

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

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

### **Delivery of Definitive Materialised Bearer Notes**

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

### **Exchange Date**

“**Exchange Date**” means, in relation to a Temporary Global Certificate, the day falling after the expiry of 40 days after its issue date, provided that, in the event any further Materialised Notes are issued prior to such day pursuant to Condition 13(a), the Exchange Date shall be postponed to the day falling after the expiry of 40 days after the issue of such further Materialised Notes.

## **USE OF PROCEEDS**

The net proceeds of the issue of the Notes will be used for the Issuer's general corporate purposes unless otherwise specified in the relevant Final Terms.

## DESCRIPTION OF LA POSTE

### Introduction

La Poste is registered with the Paris Trade and Companies Register under the number Paris B 356 000 000. La Poste registered office is located 44 boulevard de Vaugirard, 75757 Paris cedex 15, France (phone number: 33 1 55 44 00 00).

La Poste share capital as of 1 March 2010 amounts to EUR 1 billion.

### History

Until 31 December 1990, a state agency fell within an annex to the budget of the *Poste des Télégraphes et Télécommunications* (“**PTT**”) created by the Finance Law of 30 June 1923. As such, it did not have a separate legal personality, any financial autonomy nor its own separate treasury from that of the French State. The accounts of La Poste were prepared by means of separating in the accounts of PTT, the only ones which were certified by the auditor (“*Agent Comptable*”) of PTT, the activities carried out by the La Poste branch and Telecommunication branch.

La Poste was a public entity created pursuant to Law no. 90-568 of 2 July 1990 (as amended) and administrated pursuant to Decree no. 90-1111 of 12 December 1990 (as amended). The rights and obligations of the French State relating to those services falling within the competence of the *Direction Générale* of La Poste were fully transferred by Law to La Poste.

Article 1 of Law no. 90-568 of 2 July 1990 provides the following: “As from 1<sup>st</sup> January 1991, there have been created two public entities each having separate legal personality placed under the control of the minister responsible for post and telecommunications, which are called, respectively, La Poste and France Télécom and are referred to below as a public entity”.

Pursuant to Article 14 of the Law of 2 July 1990, La Poste, which had financial autonomy, was responsible for the management of its activities. It determined the nature and size of its investments, evaluates its financing needs and had its own treasury facilities.

The French Postal Sector Regulation Act (the “**Act**”) was adopted on 20 May 2005, transposing into French law the 1997 and 2002 European Directives relating to the liberalisation of European postal operations. The Act provides for the gradual opening up of the French postal market, starting with mail weighing over 50g as from 1<sup>st</sup> January 2006.

In this framework, La Poste has been confirmed as the universal service provider for the French postal sector. The Act also provided for the creation of a new independent regulatory body tasked with overseeing the electronic communication and postal sectors – the *Autorité de Régulation des Communications Électroniques et des Postes* (“**ARCEP**”).

On 1<sup>st</sup> March 2010, La Poste became a limited liability company (*société anonyme*) created pursuant to Law no. 2010-123 of 9 February 2010. At the date of this Base Prospectus, the share capital of La Poste is entirely owned by the French State.

The principles on which were based the law are those laid down by the government when announcing the reform at end December 2008 and at the adoption of the draft legislation at the Council of Ministers, meeting in the summer of 2009:

- continuity of assets, and from the legal and financial standpoints, between La Poste and La Poste SA;

- the capital to be held entirely by the State or by public-sector legal entities (except for the share of capital that may be held under employee-shareholding schemes);
- the rights and status of public servants and employees are to be maintained;
- the four public-service missions given to La Poste are to be upheld, in consistency with their defining instruments: universal postal service, the regional-development role, the carrying and distribution of the press and the provision of access to banking services.

In this context, the French Minister for the Economy, Industry and Employment reminded the State's commitment to provide La Poste with the means to continue its modernisation and development in order to make La Poste one of the foremost postal operators in Europe. In this goal, the Minister confirmed the €2.7 billion capital increase which will be made possible by the conversion of La Poste into a limited liability company (*société anonyme*).

### **Complete deregulation of the mail market as from 1<sup>st</sup> January 2011**

In its proposal in the third postal directive published on 18 October 2006, the European Commission recommended fully deregulating the postal market as of 1<sup>st</sup> January 2009, while maintaining the provision for universal service under the terms defined by the previous directives. The European Parliament, concerned about providing viable universal service in all Union countries, proposed on 11 July 2007 to defer the deregulation date to 1<sup>st</sup> January 2011, with an additional transition period of two years for new member States (except Estonia, Bulgaria and Slovenia) and States with a difficult topography (Greece), or 11 countries in all. Therefore, France's market will be completely deregulated on 1<sup>st</sup> January 2011.

The Parliament also believed it necessary to add a reciprocity clause in the deregulation process, such that operators from one of the 11 countries that had not fully deregulated their market at this date would be excluded from the markets of Countries that had fully deregulated their market. To date, four Union countries (Finland, Sweden, Great-Britain and Germany) are ahead of the last phase, having completely opened their postal market to competition.

The 27 European ministers in charge of the postal sector concluded an agreement in October 2007 based on the European Parliament's recommendations. In the face of worries about deterioration in the quality of service, the agreement makes provisions for general service obligations. In particular, mail must be delivered and collected at least five days a week, including in rural and isolated areas. The member States are free to impose guarantees in terms of employee benefits.

In view of the additional two-year period obtained by the 11 countries, the gradual deregulation process launched by the European Community in 1997 with the first postal directive will conclude on 1<sup>st</sup> January 2013. On 31 January 2008, the European Parliament approved the agreement concluded between the ministers voting to fully deregulate the mail market no later than 1<sup>st</sup> January 2013 and rejected on the second reading all amendments filed.

On 31 January 2008, the European Parliament approved the agreement concluded between ministers by voting to completely deregulate the mail market no later than 1<sup>st</sup> January 2011, accompanied by an additional two-year transitional period for 11 countries (the majority of the new member States plus Luxemburg and Greece). The third European postal directive was published on 20 February 2008.

Consequently, the gradual deregulation process launched in 1997 with the first postal directive will conclude in all European Union countries on 1<sup>st</sup> January 2013.

The third postal directive of 20 February 2008 has been implemented under French law by Law no. 2010-123 of 9 February 2010 in which the French government inserted additional safeguards:

- Under the full opening of the letter-post market as from 1 January 2011, La Poste is appointed as the sole universal postal service operator for a term of 15 years;



- The basic characteristics of the universal postal service are maintained, particularly the delivery of mail six days out of seven throughout France, and cross-subsidising at an affordable price for mail handled individually;
- The terms, rules and procedures for contributing to the universal postal service compensation fund are made clear, with particular reference to the identity of the contributors and the basis of assessment;
- The provisions upholding decent working conditions, social-security regimes and the access of handicapped persons to postal services are stressed;
- The powers of the post and telecommunications regulatory authority, ARCEP, particularly for controlling pricing and supervising the conditions for carrying out the Universal Postal Service, are maintained and supplemented.

### **Regulation of postal activities and the universal postal service**

During 2007, new players emerged in the French postal market. In addition, decrees that are essential for La Poste to fulfil its public service missions were adopted.

Since ARCEP (the French telecommunications and postal regulatory body) took up its functions in November 2005, 19 operators have obtained a postal license. In 2009, ARCEP authorised 26 operators, including Royal Mail and DHL for international mail plus Alternative Post and Prestissimo for domestic mail.

The 2007-29 decree of 5 January 2007 defines the universal service and specifies the conditions by which La Poste provides this mission.

The decree confirms the commitment to a broad and accessible universal postal service provided on a continuous basis throughout the country. These commitments result in mail being delivered every workday subject to previously approved exceptions plus a minimum territory coverage rule. According to this rule, outlets that give the public access to universal services must cover at least 99% of the national population and at least 95% of the population of each French administrative county. In practical terms, this means a sales outlet within less than 10 km and that all towns with more than 10,000 inhabitants have at least one outlet per 20,000 inhabitants.

The decree provides that the Minister in charge of postal services shall adopt an order establishing La Poste's delivery performance objectives for universal service. Pursuant to its obligations to inform users, La Poste has published a catalogue of postal services provided with respect to universal service. The General Companies Directorate approved this catalogue in August 2007. With regards to La Poste's contribution to the national planning and development mission, the regulatory measures were completed during the first half of 2007, after the first decree was published on 11 October 2006.

So this mission can be financed permanently and transparently, a decree regarding national postal territorial equalisation funds was adopted on 5 March 2007. Its purpose is to establish the contents of the long-term postal presence contract between the Government, La Poste and the French Mayors Association, which will determine how the national postal territorial equalisation funds will be managed plus the guidelines for providing its services.

On 25 March 2007, the last decree in this measure was published, establishing the role of the County Commissions on Local Postal Presence and providing their make-up and operating rules.

### **Signature of the national postal presence contract 2008-2010**

The first three-year national postal presence contract was signed on 19 November 2007. It establishes the operating terms of the three-year, €420 million equalisation fund that is designed to maintain existing post offices and to develop outlets in rural and isolated areas.

Signed by Christine Lagarde, Minister of the Economy, Finances and Employment, Jacques Pélissard, Chairman of the French Mayors Association (AMF), Jean-Paul Bailly, Chairman of La Poste Group and Pierre Mirabaud, delegate for the development and competitiveness of national territories, the national postal presence contract for 2008, 2009 and 2010 aims to distribute the public resources that La Poste enjoys in consideration for its contribution to national planning and development.

Some €140 million, from the local tax reduction La Poste receives, will fund every year over the 2008-2010 period an equalisation fund whose dual objective is to strengthen the national postal presence and to develop Community Postal Agencies in partnership with town halls or Poste Relais outlets at small shopkeepers. This system is aimed as a priority at rural areas, mountainous areas, sensitive urban areas and overseas Counties.

This national postal presence contract will be monitored by a new body, the National Postal Presence Observatory, comprised of 28 members representing the Government, the AMF, the Higher Commission of the Public Postal and Electronic Communications and La Poste.

Every year La Poste will establish an annual assessment of the equalisation fund's management, which will be submitted to the National Postal Presence Observatory and forwarded to the Ministers concerned.

### **Internal control policy**

#### *Conflict of interest*

A Directors' Charter adopted in December 2004 recapitulates the deontological rules. The Directors are required to comply with.

The board of Director adopted on 16 December 2004 a charter for Directors which in its article 7 stipulates that each Director is committed to avoid any conflict which could arise from its personal material or moral interests and La Poste or every subsidiaries of the Group's interests.

There are no conflict of interest between any duties of the members of the Board of Directors of La Poste and their private interests or other duties.

#### *Audit committee*

The duties of the Audit Committee, established in January 2001, are to assist the Board with the analysis of the financial statements and key financial information concerning the Group, the mapping of major risks likely to affect its results or image, as well as the policy to manage these risks and to improve the internal control systems.

Chaired by Françoise Malrieu since November 2007, this committee's members are Vincent Berjot, Bruno Bezard and Michelle Boulesteix.

The Head of the French Government Economic and Financial Control Unit at La Poste and a government representative are also involved in its work.

This committee met three times during the year and in particular discussed the following topics:

- updating of the Group's major risk mapping;
- updating and implementation of the La Poste book of limits;
- interim update and 2008 annual report on the work of the internal audit network;
- report on internal control at the Group in 2008;
- changes to the Poste Immo and Sofipost balance sheets;
- Group consolidated annual and interim financial statements;
- information on the work of the audit committees of top-level subsidiaries;
- 2010 audit plan.

## **SUMMARY OF LA POSTE ACTIVITY FOR THE YEAR ENDED 31 DECEMBER 2009**

### **La Poste is a multifunctional local services group**

In 2009, La Poste group, organised around four divisions (Mail, Parcels and Express, La Banque Postale and La Poste Retail Brand), generated turnover of 20.5 billion euros and employed 287,174 people (per year equivalent).

As the operator of the “universal postal service”, La Poste carries out its duties as a public service as defined by law. In addition, it is also venturing steadily into strongly competitive international markets. By becoming a limited company until the 1<sup>st</sup> March 2010, with 100% of its capital held by the State or by public-sector legal entities, La Poste has what it takes to become a major close, personalised service operator and to better carry out its public-service missions.

### **2009**

Operating income amounted to €20.5 billion, 2% down after adjustments for changes in scope and exchange rates:

Despite this fall in operating income, the group's EBITDA was stable overall at €1,867 million. The La Poste has withstood a fall in its activity by adapting its production and distribution resources, its organisation and, for the Parcels segment, by adjusting to an economic model relying on high flexibility of its operating resources.

Operating profit has fallen in spite of this, to €757 million, over 14% down from 2008. This fall of €129 million is due in particular to the increase in depreciation and amortisation entailed in the Group's modernisation programmes (modernising the mail sorting centers, modernising post offices, and IT investments) and to the charging of provisions under past agreements concerning end-of-career arrangements for certain public servants.

The Group share of net profit for the year was stable at €531 million after a fall in financial expenses by €158 million and an increase in the share of assisted companies' profits of €28 million.

### **Mail**

In accordance with its obligations as “universal service operator”, La Poste guarantees 6 days a week everywhere in France the collection, sorting, transport and delivery of mail. This business is facing up to a double change: the first being regulatory, with the progressive opening of the market to competition (from 1<sup>st</sup> January 2006, objects weighing more than 50 grams are subject to competitive tendering and from 1<sup>st</sup> January 2011, full opening-up); the second being technological, with the increased use of technological media which penalise any growth in mail.

In order to improve performance and preserve its competitive edge, the Mail Division has started a vast programme of modernisation of its organisation and of its industrial equipment (“Cap Qualité Courrier”/“Mail Quality Project”) to respond to these new needs of its customers, it offers innovative integrated solutions throughout the entire mail value chain from production to archiving and recycling.

The aim of this project to modernise the mail processes, which was launched in 2004, is to improve quality of service to customers, as well as to adapt the service to customers' needs.

La Poste has earmarked 3.4 billion for the entire duration of the project. At end 2009, the modernisation programme for the Mail segment covered 70% of its flows: 18 PIC automated mail handling platforms were opened in 2009, 6 of them newly-created and 12 of existing-site conversions. The 27 platforms already operating are equipped with cutting-edge technology such as the TAE automated processing of envelope information, with a peak per-platform sorting capacity of 5 million mail items per day. By keeping in step with the pace of industrial modernisation, the Mail segment is investing in the working conditions and the health of postal workers (noise reduction, workstation ergonomics, machinery catering for manual processing, etc.). The newly created sites have been instructed in compliance with HQE high environmental quality standards. The dismantling of scrapped machinery is outsourced to companies specialising in recycling and generating revenue from industrial waste.

These investments directly contribute to the ongoing improvement in customer service. The next-day letter delivery time for all flows taken together averages a cumulative 84.7% at end of 2009, marking a 0.6% improvement in performance compared with 2008.

A major project was also launched to overhaul the organisation of delivery and the coverage of the postal network. This new organisation is structured around solidarity and teamwork and is intended to redefine operating methods, make the mail rounds more efficient and reduce the use of fixed-term contracts by restoring the prestige attached to the mail carrier profession through team bonuses and revised classifications for mail carrier team and quality leaders.

Consolidated Mail revenue amounted to €11.66 billion at the end of 2009, down 3% on 2008 (a fall of €358 million). The fall in traffic observed in 2008 was confirmed and accentuated in 2009. The structural downtrend in the mail market was amplified by the economic crisis. The letter-post market, already impacted by both businesses' efforts to rationalise mail expenses and the substitution effects generated by the Internet, also suffered from the general slowdown in trade. The activities connected with the carriage and delivery of press items have also suffered from the volume falls in the press sector. The direct-marketing services are distinctly down, under the impact of the difficulties experienced by mail-order specialists and by the reduction in businesses' advertising expenditure. In response to the accelerating volume falls, the cost-cutting campaign launched at the start of the year was successful since, for the first time, the parent company's Mail operating expenses fell 1.6%, including savings of 3.4% on running costs and of 1.8% in employee costs. On the other hand, the expansion of Sofipost and the effects carried over from 2008 acquisitions explain a 24% rise in its expenses (adjusting to a 5% rise at constant scope and exchange rates). Overall, Mail-segment expenses were stable compared with 2008. However, the efforts to adapt resources and the savings on overheads and support functions could not avert the decline in the Mail segment's consolidated operating profit, which came to €179 million in 2009, dropping €366 million from 2008. Operating margin was 3 points down at 1.5%

#### **Mail in 2009**

More than 90,000 mail-carrier who collect and deliver mail 6 days a week

11.6 billion euros in total turnover

84.7% of letters delivered the next day

53.8% of La Poste group's turnover in 2009

#### **Parcels and express**

This Division combines the activities of transport and delivery of parcels and express deliveries in France and Europe. La Poste through its subsidiaries in more than 30 countries is the second largest European operator in this sector. This business, currently growing mainly thanks to the development of e-commerce, operates in an ultra-competitive area, which is undergoing a phase of centralization at a European level. ColiPoste has carried out the modernisation of its processing and transport network, by creating new sorting hubs and by concentrating its network of offices in big towns.

This business segment combines the activities of ColiPoste and GeoPost. ColiPoste is the French specialist handling individual-parcel deliveries to the general public, with day-after-next delivery performance. The Express business in France and abroad is operated through the GeoPost subsidiary which is mainly active in the B to B segment. Parcels / Express revenue amounted to €4,479 million, down 4.7 % on 2008, including €1,386 million from Coliposte and €3,093 million from GeoPost. At constant scope and exchange rates, revenue fell 3.5%. Revenue earned from other La Poste Group entities was not significant: the €24 million under this heading was mainly earned from services provided by ColiPoste on behalf of the Mail segment.. Operating expenses amounted to €4.15 billion, down -4.0 % at constant scope and exchange rates. This business segment's economic model is

based on high variability of operating resources and hence, stood up particularly well during this period of economic crisis marked by sharp falls in business volumes. Its resistance was boosted by economy drives launched in all the subsidiaries early in 2009. Consolidated operating profit for Parcels / Express amounted to €324 million in 2009, up 3.0% at constant scope and exchange rates. Operating margin rate was 7.2%, up 0.5 point at constant scope and exchange rates. ColiPoste's delivery performance continued to improve: 92.8% of items distributed the day after the next in 2009 compared with 92.4% in 2008. Delivery performance for the GeoPost subsidiaries maintained their very high standard: a 95.4% quality score for Chrono 13 in 2009 compared with 95% in 2008; 96.1% for Germany in 2009 compared with 96.4% in 2008.

### **Parcels and express in 2009**

4.5 billion euros in total turnover 21.7% of La Poste group's total turnover

Europe's no. 2 in express shipping in terms of turnover and volume

3.1 billion euros in turnover for GeoPost and 1.4 billion euros in turnover for ColiPoste

100% of turnover achieved in a market totally open to competition.

### **La Banque Postale**

On 12 May 2005, the law authorised the creation of La Banque Postale.

On 2 January 2006, La Banque Postale entered the retail banking market in France with an exceptional heritage: more than a century of experience and French people's confidence.

On 1<sup>st</sup> January 2006, La Banque Postale arrived on the scene with simple and practical new products and services that have attracted numerous customers. A successful undertaking to become "a bank like the others" while remaining "a bank unlike the others", driven by postal values of local presence and service to the widest possible public.

La Banque Postale continues its development. The opening up of the distribution of the Livret A did not significantly erode the customer base in 2009. Savings and sight deposits were up 8.1% year-on-year at €277.3 billion at end-2009. La Banque Postale continues to grow the number of products per customer and is also seeing a sustained rise in its active customer base, which stood at over 9.9 million at year-end. FY 2009 was also very positive for home loans, with the market share held by La Banque Postale exceeding 8%.: Net Banking Income rose 4% on a like-for-like basis to €5,019 million. Following an exceptional 2008 as a result of a unique combination of interest rate levels and the financial crisis, net new deposits at La Banque Postale declined as expected but remained positive.. In the case of La Banque Postale, the banking business made a €612 million contribution to the Group's operating profit, on the back both of the sharp rise in Net Banking Income and strong cost control associated with the use of La Poste resources, thereby making it possible to reduce the cost to income ratio. Operating expenses of the Banking Business fell €77 million from 2008. La Banque Postale continued to develop its IT projects and partnerships while cutting back significantly on internal operating expenses. Gross Operating Income came to €663 million at end 2009. Net of extraordinary items, it rose €272 million. La Banque Postale's operating ratio was 86.6% in 2009, improving 5.1%. Net of extraordinary items, it improved 4.9%.

### **La Banque Postale in 2009**

5 billion euros of Net Banking Income 24.3% of La Poste group's total turnover

- 11.3 million postal banking accounts
- 9.9 million active customers
- 480,000 businesses, institutions and associations
- 5,343 ATM/Banking terminals in France
- €277.3 billion of customer assets under management

- More than 6.3 million payment cards issued, representing 11% of the market

### **La Poste retail brand**

“Enseigne La Poste” (La Poste Retail Brand) is the new name introduced on 1<sup>st</sup> January 2008 for the business conducted by the network of post offices. It gathers together all of the postal outlets, and aims to replace the notion of a distribution network based on products with the notion of a trade name built on customer relations. “Enseigne La Poste” has an essential role in providing advice and selling financial products and services on behalf of La Banque Postale. La Poste Retail Brand is the prime contact in advising on and selling financial products and services for La Banque Postale, as well as marketing over 29% of ColiPoste's revenue, over 18% of Mail-segment revenue and almost 13% of Chronopost revenue. Under the Brand Quality policy, the aims of the 2012 Customer Relationship Project include achieving 95% customer satisfaction. The 2009 score was 87%, a 4 point lead over 2008.

The Retail Brand also carried on restructuring its network's real-estate assets, with 199 post-office modernisations completed in 2009 (following on from 297 in 2008) and 471 spruce-ups (up from 224 in 2008); the increase in spruce-ups was particularly helped by the cost equalisation fund reaching its normal operating pace in 2009. Also to be mentioned are the 108 post offices upgraded to ESC format (Espace Service Clients – Customer Service Area). The new Customer Service Area "Espace Service Clients" design concept for post offices was tested in the first half of 2009 on 25 pilot post offices, then deployed in a further 83 post offices at the end of the year. It rethinks the system for customer reception, advice and sales, being intended to upgrade the Retail Brand from a uniform, counter-focused service to a modern, multichannel postal-service model based on an individualised approach to customer service, with reduced waiting times; in this connection, waiting times at the pilot facilities were reduced to 2 minutes 36 seconds for short transactions, and 5 minutes 28 seconds for longer transactions. The objective for 2010 is priority deployment of the concept in the 900 remaining offices among the 1,000 included in the project scope; ultimately, the concept will be deployed over the whole post-office network.

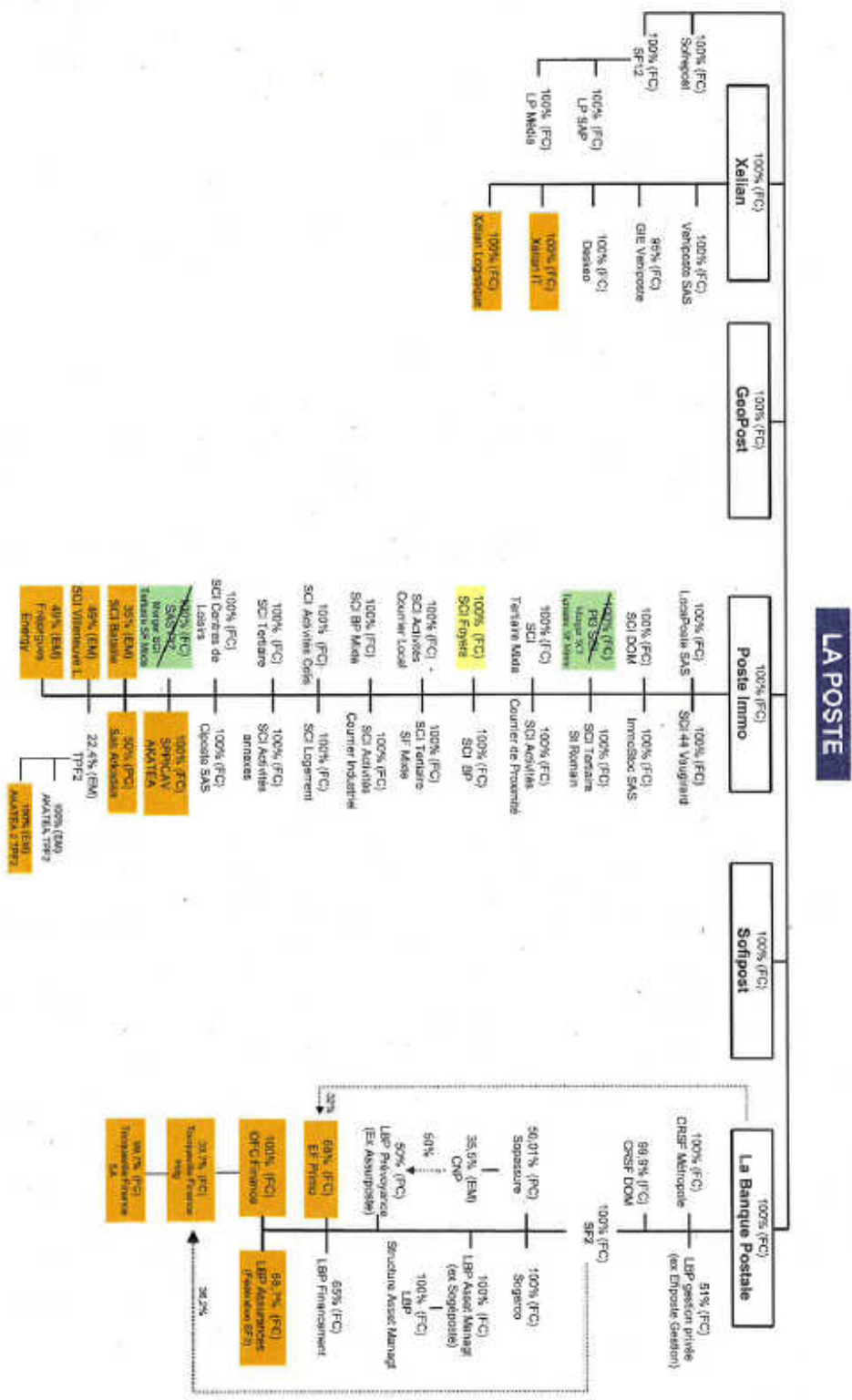
### **La Poste retail brand in 2009**

17,107 outlets including 6,455 partnerships

87% customer satisfaction

France's leading local retail network

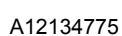
## ORGANISATION CHART











## STATUTORY AUDITORS

The statutory auditors of La Poste for the financial years ended 31 December 2008 were:

- **PricewaterhouseCoopers Audit**

63, rue de Villiers  
92208 Neuilly-sur-Seine Cedex  
represented by

**Bernard Rascle, Partner**

**Florence Pestie, Partner**

Alternate: William Nahum  
4, rue Hoche  
75008 Paris

- **Mazars**

Exaltis – 61, rue Henri Regnault  
92075 La Défense Cedex  
represented by

**Bernard España, Partner**

**Guillaume Potel, Partner**

Alternate: Serge Castillon  
Exaltis – 61, rue Henri Regnault  
92075 La Défense Cedex

PricewaterhouseCoopers Audit and Mazars are regulated by the *Haut Conseil du Commissariat aux Comptes* and are duly authorised as *Commissaires aux Comptes*. They both belong to the *Compagnie Régionale des Commissaires aux Comptes de Versailles*.

The statutory auditors of La Poste for the financial years ended 31 December 2009 were:

- **KPMG Audit**

**Département de KPMG SA**

1, cour Valmy  
92923 Paris La Défense Cedex  
represented by

**François Caubriere, Partner**

**Isabelle Goalec, Partner**

Alternate: Philippe Matis  
1, cour Valmy  
92923 Paris La Défense Cedex

- **Mazars**

61, rue Henri Regnault  
92400 Courbevoie  
represented by

**Guy Isimat-Mirin, Partner**

**Dominique Muller, Partner**

Alternate: Serge Castillon

61, rue Henri Regnault

92400 Courbevoie

KPMG Audit and Mazars are regulated by the *Haut Conseil du Commissariat aux Comptes* and are duly authorised as *Commissaires aux Comptes*. They both belong to the *Compagnie Régionale des Commissaires aux Comptes de Versailles*.

## Selected financial information for the years ended 31 December 2008 and 31 December 2009

La Poste Business and responsible development report 2009 page 56

### Consolidated income statement (in € million)

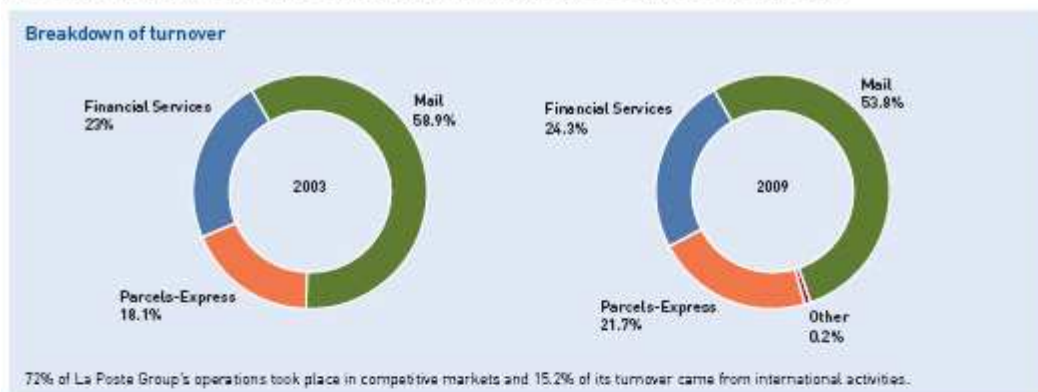
	31/12/2009	31/12/2008
Mail revenue	11,037	11,318
Express revenue	3,089	3,292
Parcels revenue	1,367	1,382
La Poste Retail Brand revenue	32	31
Real estate revenue	10	5
<b>Revenue from commercial activities</b>	<b>15,535</b>	<b>16,028</b>
Banking operating income	7,946	8,045
Banking operating expenses	(2,954)	(3,274)
<b>Net banking income</b>	<b>4,992</b>	<b>4,771</b>
<b>Operating income</b>	<b>20,527</b>	<b>20,799</b>
Purchases and other expenses	(5,938)	(6,178)
Employee benefit and payroll expenses	(12,625)	(12,606)
Taxes other than income taxes	(372)	(276)
Depreciation, amortisation and provisions	(939)	(952)
Other operating income and expenses	112	67
Gains (losses) on asset disposals	(7)	32
<b>Net operating expenses</b>	<b>(19,770)</b>	<b>(19,913)</b>
<b>Operating profit</b>	<b>757</b>	<b>886</b>
Net borrowing costs	(128)	(289)
Other net finance expenses	(82)	(79)
<b>Net finance expenses</b>	<b>(210)</b>	<b>(368)</b>
<b>Profit before tax of consolidated companies</b>	<b>547</b>	<b>518</b>
Income tax	(175)	(120)
Share of profit of associates	165	137
<b>Consolidated net profit</b>	<b>537</b>	<b>535</b>
<b>Group share</b>	<b>531</b>	<b>529</b>
Non-controlling interest	6	6

**Consolidated balance sheet** (in € million)

	31/12/2009	31/12/2008
<b>ASSETS</b>		
Goodwill	1,362	1,271
Intangible assets	622	458
Property, plant and equipment	6,303	6,277
Investments in associates	1,962	1,703
Other non-current financial assets	448	420
Deferred tax assets	11	38
<b>Non-current assets</b>	<b>10,709</b>	<b>10,168</b>
<b>Current banking assets</b>		
Loans and advances to customers	33,065	28,742
Loans and advances to banks	73,983	18,876
Investment portfolio	52,660	55,162
Other current financial assets	2,020	1,205
Accrual accounts	2,947	3,069
Cash and central bank deposits	3,700	2,139
<b>Other current assets</b>		
Inventories and work in progress	164	160
Trade and other accounts receivable	2,278	2,321
Other current financial assets	163	154
Cash from post offices	762	834
Income tax receivable	7	79
Other accrual accounts – assets	88	78
Cash and cash equivalents	1,122	1,238
<b>Assets held for sale</b>	<b>31</b>	<b>64</b>
<b>Current assets</b>	<b>172,961</b>	<b>114,120</b>
<b>Total assets</b>	<b>183,671</b>	<b>124,287</b>
<b>EQUITY AND LIABILITIES</b>		
Initial equity and other capital components	2,258	2,258
Reserves	920	533
Unrealised gains and losses on financial instruments	388	26
Translation adjustments	(47)	(94)
Net profit for the year attributable to equity holders of the parent	531	529
<b>Equity attributable to equity holders of the parent</b>	<b>4,051</b>	<b>3,252</b>
Non-controlling interest	52	64
<b>Consolidated equity</b>	<b>4,103</b>	<b>3,316</b>
Medium- and long-term bonds	6,302	5,867
Employee benefit obligations – non-current portion	1,452	1,344
Non-current contingency and loss provisions	90	59
Deferred tax liabilities	84	112
Other non-current liabilities	2	1
<b>Non-current liabilities</b>	<b>7,931</b>	<b>7,383</b>
<b>Current contingency and loss provisions</b>		
Contingency and loss provisions specific to banking and insurance activities	604	553
Current contingency and loss provisions	254	290
<b>Short-term bonds and other borrowings</b>	<b>720</b>	<b>1,274</b>
<b>Current banking liabilities</b>		
Financial debt	10,401	10,355
Liabilities to customers	149,808	92,212
Other financial liabilities	1,079	488
Accrual accounts	4,036	3,806
<b>Other current liabilities</b>		
Trade and other accounts payable	3,904	4,052
Government – income tax	152	24
Employee benefit obligations – current portion	495	398
Other accrual accounts – liabilities	182	135
<b>Liabilities held for sale</b>	<b>0</b>	<b>0</b>
<b>Current liabilities</b>	<b>171,636</b>	<b>113,588</b>
<b>Total equity and liabilities</b>	<b>183,671</b>	<b>124,287</b>

For more information, see the Group's financial report.

## ITS STRENGTH LIES IN GRADUALLY REBALANCING ITS BUSINESS PORTFOLIO



### MAIL



### PARCELS-EXPRESS



## LA BANQUE POSTALE

### A good year for La Banque Postale



Net banking income  
(in € million)

La Banque Postale is continuing its development: net banking income was up by 4% on a comparable basis, totalling €5,019 million.

After hitting exceptional levels in 2008 during the financial crisis, La Banque Postale's net new money fell, as expected, but remained positive.

In 2009, all banks were eligible to market the Livret A passbook savings account, but this did not have a significant adverse impact on La Banque Postale customer base. Savings deposits and on demand deposits were up by 8.1% annually, reaching €277.3 billion by the end of 2009. La Banque Postale increased its sales of financial products and saw its number of active customers rise consistently to over 9.9 million at the end of the year.

## CHANGE IN PROFITABILITY

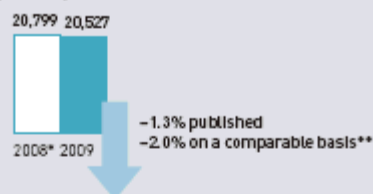
In light of these changes, EBITDA was €1,867 million in 2009, which was stable compared with 2008.

After depreciation, amortisation and loan-loss provisions, the Group's operating profit was €757 million. The operating margin was 3.7% of turnover, down by 0.6 point compared with late 2008.

After accounting for net finance expenses, which includes the temporary impact of re-evaluating debt, in application of the IFRSs, and CNP Assurances' €186 million contribution (+€56 million compared with 2008), net profit, Group share, totalled €531 million. This will give La Poste the opportunity to suggest payment of a €105 million dividend at its General Meeting.

## KEY FIGURES FOR LA POSTE GROUP

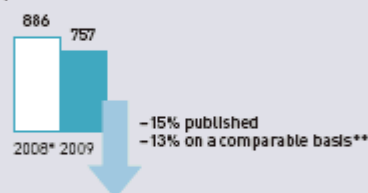
### Turnover (in € million)



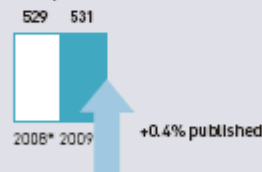
### EBITDA (Earnings before Interest, Taxes, Depreciation and Amortisation) (in € million)



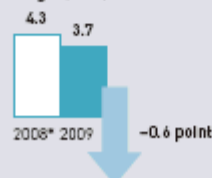
### Operating profit (in € million)



### Net profit - Group share (in € million)



### Operating margin (as a %)



\* After reclassification.

\*\* On a constant scope and exchange rate basis; excluding changes in payment methods for the Livret A passbook savings account and changes in provisions for lasting or significant depreciation of shares available for sale.

## RECENT DEVELOPMENTS

### **Downgrade of the long-term issuer credit rating by S&P on 2 April 2010**

Standard & Poor's lowered La Poste's long-term issuer credit rating to 'A' (stable outlook) from 'A+' (negative before). At the same time, the 'A-1' short-term credit rating was reaffirmed.

### **Adoption by the Board of Directors of the "Ambition 2015" strategy on 15 April 2010**

The plan establishes the priorities and change management principles for adapting to the profound evolution in La Poste's business environment, and making the company - a European leader in logistics and financial services - best-placed to serve the French public. It targets a gradual return to the levels of profitability generated by La Poste in recent years, incorporating an investment programme whose implementation primarily depends on a forthcoming €2.7 billion capital increase.

#### *The five priorities of La Poste Group for 2015*

1. Fulfilling its four public service missions (universal postal service, press transportation and delivery, banking accessibility and regional planning), which underpin essential aspects of daily life in France.
2. Achieving sustainable growth in all sectors, by increasing consolidated revenues, keeping costs under control, raising operating profitability, developing partnerships and improving customer satisfaction.
3. Focusing on the quality of services in all group businesses. This endeavour is already bearing fruit, with improved complaint handling, clearer communications and reduced waiting times in post offices. The rollout of a new design concept for post offices and the high quality of La Banque Postale's customer care are also indicative of the group's commitment in this area.
4. Fostering innovation through the development of new services (Digiposte, 'hybrid mail services', the new Coliposte service, mobile phone access, development of La Banque Postale's multi-channel marketing).
5. Developing new businesses and entering new markets in Europe, in particular through acquisitions.

These five priorities are aimed at making La Poste a leading example of a modern public enterprise.

#### *Implementing the five priorities on the basis of two change management principles*

Against a backdrop of fierce competition on all of its markets, and with its traditional mail business constantly evolving, the company's strategic plan will be executed in line with La Poste's social model principle, which is dedicated in particular to guaranteeing no compulsory redundancies, promoting equal opportunities, providing on-the-job and class-based training for new recruits, skills development and good working conditions, ensuring the safety of postal workers and sharing the fruits of success.

La Poste's second key principle is sustainable development, exemplified by large-scale projects involving electric-powered vehicles, goods transport, efficient energy management, responsibly sourced paper and waste management, as well as day-to-day measures such as eco-driving, the dissemination of good practice, and raising managers' awareness of sustainability issues.

#### *La Poste Group's ambitions for 2015*

The 2015 Ambition programme sets new financial targets for the group. A diversified business portfolio will be the key to a gradual return to the levels of profitability enjoyed before the economic crisis hit and the accelerated decline in postal traffic. The group is forecasting a slight increase in its revenues over the period, to close to €22 billion (excluding external growth) in 2015, with an operating margin of around 8%.



Along with other European postal operators, La Poste Group is projecting a 30% drop in mail volumes by 2015.

The strategy of the mail business is to become a premium communications medium, offering businesses and individuals a 21st century service combining print formats with the most advanced digital technologies. To do this, between now and 2012 the mail business will fully modernise its industrial systems, adjusting costs to volumes, and from this year, offer new, innovative services and develop profitable growth drivers. The mail business will also provide eco-designed and eco-transported services. Its financial goal for 2015 is to remain profitable and fund its investments out of cash flow.

The parcels-express business is projecting an increase in volumes, as e-commerce grows and the economic climate in France and Europe steadily improves. Despite stiffer competition, the parcels-express business aims to maintain a high operating margin and become the European leader, in terms of market share and profitability, in the fast delivery of light goods, which is - and will remain - the group's core area of excellence.

La Banque Postale will capitalise on its positioning as a retail bank upholding the values of customer service at a local level. Between now and 2015, it is looking to benefit from the expansion of its range of products and services for individuals and business customers, while maintaining the robust sales growth it has generated since its launch. The cost-to income ratio may be reduced by around 15 points through a stabilisation of expenses and continued development, mainly on the back of growth in new activities.

For its Retail brand, La Poste is planning to roll out its design concept for post office reception and service areas, putting an end to single queues. For standard counter transactions, the increased use of alternative on-site (machines) and off-site (telephone and internet) resources will make it possible to focus post office activities on advising customers. These changes will bring about a huge improvement in the quality of service provided to customers, lead to the development of value-added activities that help meet their needs and expand La Poste's three main businesses, reducing their costs and making them more competitive. The aim is to reduce the overall cost of the post office network between now and 2015.

In view of all these sector trends, La Poste group's financial targets will be achieved over three phases:

- the transition phase (2010-2011), during which the group's operating margin will reflect a drop in operating profit of the mail business, a gradual widening of margins in the parcels business and a steady improvement in the bank's performances. The aim will be to slow and then stop the decline in earnings that has taken place over the last two years;
- in 2012, the group will begin a period of recovery and should return to the earnings levels generated prior to the economic crisis and sharp decline in mail volumes, albeit with markedly different contributions from the group's individual businesses; and
- at the end of the plan, the group should enter a period of faster growth. Once the profitability of the mail business has stabilised, the earnings generated by the parcels-express business through its European network, together with the bank's realisation of its considerable growth potential, should result in an operating margin of around 8%.

#### *A growth strategy made possible by the capital increase*

Over the 2010-2015 period, the investment required for the implementation of the modernisation and development plan is estimated at almost €9 billion, before the impact of any new rules applicable to financial activities.

In particular, this investment covers:

- completion of programmes already under way in the mail and parcels businesses
- refurbish and secure the post offices network and upgrading of IT systems in the various businesses, especially La Banque Postale
- identification of the acquisitions needed to become a leading player in light goods logistics in Europe
- innovation and growth plan for new segments of the mail business

- strengthening of the bank's equity in response to regulatory requirements

Given the current level of debt, the investment programme will be dependent on cash flows generated by the group and the capital increase approved by the French government and Caisse des Dépôts et Consignations.

The strategy is entirely consistent with the report of the Ailleret Committee and the announcement by the French president, in December 2008, of a capital increase to take place in 2010, made possible by the change in La Poste's status.

## INVESTMENTS

The average level of borrowing requirements on the 1999-2001 period was about €1 billion per year, including external growth operations. From 2001 to 2004, this level was quite lower about €800 million. In 2005, La Poste had entirely self financed its investments of €958 million. In 2006, the net additional debt required to cover all of its operational developments was successfully contained to 136 million euros. In addition, the one-off contribution paid to the French Treasury in December 2006 under the reform of pension-funding had a 2 billion euro impact on equity capital and on the net debt. In 2007, the Group's generated cash flow (€1,485 million) enabled it to cover the cost of all its investments and show a slight reduction in its net debt (from €6,015 million at 31 December 2006 to €5,891 million at 31 December 2007), with no significant external growth operation in 2007.

**In 2007, Group investments reached €1,314 million. €110 million was spent on external growth** in the Express business, in Turkey, South Africa and Spain. **Internal investments increased by 6% (€1,204 million)** due to deployment of the Group's major projects in all its business lines. Thus in connection with the Mail Quality Programme, 6 new generation industrial platforms are now operational, and 33 other platforms are currently in progress. Almost €150 million was spent in 2007 on the European network of depots and sorting platforms for the Express and Parcels businesses. La Banque Postale continued to modernise its information systems. Finally, La Poste Retail Brand ("Enseigne La Poste") refurbished 834 post offices in 2007, bringing the total number of renovated post offices since the end of 2005 to 2,000.

**In 2008, La Poste Group implemented a programme of internal capital expenditure and investment worth €1.3 billion.** As in 2007, the Mail Quality Project was implemented at a fast pace, involving the start up of 8 new Industrial Mail Centres..

**In 2009, the Group was able to make investments of €1,280 million** while slightly bringing down its net debt, which nevertheless remains at €5.5 billion.

**Internal investments accounted for €1,164 million.** 18 Industrial Mail Centres were opened, with the new platform now accounting for 70% of flows. 600 La Poste offices were modernised.

€116 million was moreover allocated to acquisitions during the year.

Accordingly, the Group's scope now includes:

- Within Sofipost (the holding company for Mail subsidiaries), Mediapost Hit mail in Romania together with Mediapost Spain, comprised of 5 regional companies in Spain operating in direct marketing and the ad-mail market;
- Within GeoPost, 10 new Seur franchises (Spain) as well as the establishment of a joint-venture in India;
- Within La Banque Postale, the Tocqueville Finance Group specialised in collective asset management.

The Group's equity amounted to €4.1 billion thereby helping to improve the **Net Debt / Equity ratio**, which stood at **1.35 at end-2009 compared to 1.75 at end-2008**.

The Mail Division has undertaken since 2004 a vast programme to modernise its organisation and its industrial equipment ("Cap Qualité Courrier" Mail Quality Project). To meet the new needs of its customers, it offers innovative integrated solutions throughout the entire mail value chain, from production to archiving and even recycling.

The aim of this project is to modernise the mail process with the objective of achieving 90% by 2010. La Poste has earmarked €3.4 billion for the overall project, which it intends to invest by 2010. In 2007, the Mail business sector continues to modernise its plant and equipment through the "Mail Quality Project." 42 Industrial Mail Centres (PIC) have been announced, covering 87.8% of the traffic. At present, six Industrial Mail Centres are operational:

after the ones in Gonesse (95), Lognes (77), Sorigny (37) and Pagny-lès-Goin (57), Wissous (91) and Saint-Priest (69) were opened in 2007. 68 PPDC/PDC (Mail Preparation and Delivery Centres/Mail Delivery Centre) projects were commissioned in 2007. At the end of 2007, 228 PPDC had been launched, 21 Industrial Sorting Machines (16 MTIPF for the small letters and 5 MTIGF for the large letters) and 2 transit conveyor belts. The rollout of Mail Carrier Rounds Sorting Machines (TTF), Preparatory Sorting Machines (MTP) and Adjustable Hybrid Pigeonholes (CHM) accelerated in 2007 with 127 TTF, 38 MTP and 10,200 CHM. At the end of 2007, 35% of the equipment had been deployed. In addition, 33 Mail Industrial Centres (PIC) have been launched, including 9 new ones and 24 transformations. 10 new PIC will be launched in 2008 plus a National Address Performance Hub in La Roche-sur-Yon. This last hub will be able to process up to 30 million “Alliage” envelopes per year. This business solution lets businesses update their address files on a daily basis.

The “Future Mail Carriers” project involves redefining the operating methods for delivery by optimising mail carriers’ rounds and the coverage of delivery facilities while reducing the use of fixed-term employment contracts. Based on working in teams, this project aims to adapt the organisations to the traffic and to facilitate flexibility. It will be deployed in four successive half-year waves beginning in the second half of 2007.

La Poste network began modernising in April 2005 as part of the “Customer Relations Project”. The plan is to be in phase with the Group’s strategy, which involves “moving from a product-centred distribution network logic to a brand logic focused on the customer relationship.” A new organisation will be put in place at the beginning of 2008 with the objective of specialising in its distributor business sector. La Poste Retail Brand is establishing itself as the distribution network for the Group’s four lines of products and services (Mail, Parcel/Express, La Banque Postale and third party products).

With the “Customer Relationship Project,” La Poste Retail Brand has chosen a new brand model that is modern, accessible and built around reception and taking care of its different customers’ needs. The “1,000 post offices” operation has coordinated and prioritised the existing projects, which all aim to improve how customers’ needs are taken care of with the objective of visibly changing customer service.

New solutions to reduce waiting lines and improve the reception in post offices were tested through the “no more waiting” plan, which implemented Customer Managers (RC), counters dedicated to dropping off and picking up objects, increasing the number of automated postal machines, adapting the organisation during high traffic periods, etc.

In the 40 post offices where the “no more waiting” project was deployed, the average waiting time decreased from 12 to 7 minutes and overall customer satisfaction increased 6 points. By implementing the project’s most effective actions as part of the “1,000 post offices” approach, La Poste Retail Brand hopes to optimise customer satisfaction.

Moreover, the network has used the TERRAIN project (TERRitories of Attractiveness and INitiative) to concentrate its activity and combine entities that had become too small. Today there are some 4,700 “TERRAIN” projects that each group on average three former post offices.

ColiPoste is the Parcel operator in the parent company, while GeoPost provides the Group’s Express service. On the occasion of the “Ambition 2008: excellence day in day out” strategic plan, ColiPoste sets as one of its objectives to modernise and develop its network.

95% of users say they are satisfied with the service and 54% of those surveyed declared that this delivery alternative encouraged them to purchase more on the Internet.

GeoPost is continuing its development in Europe especially in Spain in 2009 (Seur franchises) after Turkey in 2007.

For several years GeoPost has also been striving to create an international network. GeoPost is thus present in South Korea with DPD Aju, in China with DPD China and in Vietnam through the “non-exclusive agreement”

entered into with the P&T Express Joint Stock Company. GeoPost is also present in the Middle East through the agreement concluded with the Kanoo Group based in Dubai. The strategic partnership formed with International Bounded Courier (IBC) gives the GeoPost network total coverage of the two American continents. In addition, as part of developing its intercontinental network, at the beginning of 2007 GeoPost acquired a 50% stake in the Laser Logistics operator in South Africa, which is among the three leading national players in South Africa.

After Royal Mail and Correos in December 2006, La Poste Group, number two in the European parcel and express market, joined the six founding members of the Kahala Posts Group (KPG) alliance comprised of Australia Post, China Post, Hong Kong Post, Japan Post, Korea Post and the United States Postal Service. Created in 2003, KPG's objective is to create a cooperation network in the areas of document and parcel transportation.

This agreement fits into the Group's development strategy, enabling the Group to benefit from a network providing a high-level of service quality in high-growth markets (United States and Asia), as part of sharing experiences and tools.

For their part, the other operators in KPG can access the French market under privileged conditions via La Poste's network and know-how.

## SUBSCRIPTION AND SALE

### Summary of the Amended and Restated Dealer Agreement

Subject to the terms and on the conditions contained in an amended and restated dealer agreement dated 6 July 2010 (the “**Amended and Restated Dealer Agreement**”) between the Issuer, the Permanent Dealers and the Arranger, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Amended and Restated Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for its expenses incurred in connection with the update of the Programme and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of Notes with a denomination of less than €50,000 on a syndicated basis will be stated in the relevant Final Terms.

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

### Selling Restrictions

#### General

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

No representation is made that any action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

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

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

#### Public Offer Selling Restriction under the Prospectus Directive

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

In relation to each Member State of the European Economic Area which has implemented the Directive 2003/71/EC (the “**Prospectus Directive**”) (each, a “**Relevant Member State**”), each Dealer has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”), it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms

in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (i) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “**Non-exempt Offer**”), following the date of publication of a prospectus in relation to those 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;
- (ii) 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; or
- (iii) 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 Euro 43,000,000 and (3) an annual turnover of more than Euro 50,000,000, as shown in its last annual or consolidated accounts;
- (iv) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3(2) of the Prospectus Directive,

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

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

## **France**

Each Dealer has represented and agreed that:

### **(a) Offer to the public in France:**

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

### **(b) Private Placement in France:**

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, this Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) persons providing 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 (b) qualified investors

(*investisseurs qualifiés*) acting for their own account, as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the Code.

## **United States**

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

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

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

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

## **United Kingdom**

Each Dealer has represented, warranted and agreed that:

- (i) in relation to any Notes which have a maturity of less than one year from the date of issue, (a) it is a person whose ordinary activities involve it in acquiring, holding managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the “**FSMA**”) by the Issuer;
- (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 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 Act of Japan (the “**Financial Instruments and Exchange Act**”). Accordingly, each of the Dealers has represented and agreed that it has not, directly or indirectly, offered or sold and shall not, directly or indirectly, offer or sell any Notes in Japan or



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

## EU DIRECTIVE ON THE TAXATION OF SAVINGS INCOME

*The following is a summary limited to certain tax considerations applicable in the European Union relating to the Notes that may be issued under the Programme and specifically contains information on taxes on the income from the securities withheld at source. This 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.*

On 3 June 2003, the European Council of Economic and Finance Ministers adopted the Directive 2003/48/EC on the taxation of savings income (the “**Directive**”). Pursuant to the Directive and subject to a number of conditions being met, member states are required, since 1 July 2005, to provide to the tax authorities of another member state, *inter alia*, details of payments of interest within the meaning of the Directive (interest, premiums or other debt income) made by a paying agent located within its jurisdiction to, or for the benefit of, an individual resident in that other member state (the “**Disclosure of Information Method**”).

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

However, throughout a transitional period, certain member states (the Grand-Duchy of Luxembourg and Austria), instead of using the Disclosure of Information Method used by other member states, and unless the relevant beneficial owner of such payment elects for the Disclosure of Information Method, withhold an amount on interest payments. The rate of such withholding tax equals 15 per cent. during the first three years, 20 per cent. during the subsequent three years and 35 per cent. until the end of the transitional period.

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

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

## TAXATION IN LUXEMBOURG

*The following is a general description of certain tax laws relating to the Notes as in effect and as applied by the relevant tax authorities as at the date hereof and does not purport to be a comprehensive discussion of the tax treatment of the Notes.*

*Prospective investors should consult their own professional advisers on the implications of making an investment in, holding or disposing of Notes and the receipt of interest with respect to such Notes under the laws of the countries in which they may be liable to taxation.*

### **Withholding tax**

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

### **Individuals**

#### *Luxembourg non-resident individuals*

Under the Luxembourg laws dated 21 June 2005 implementing the European Council Directive 2003/48/EC on the taxation of savings income (the “**Directive**”) and several agreements concluded between Luxembourg and certain dependent or associated territories of the European Union (“**EU**”), a Luxembourg based paying agent (within the meaning of the Directive) is required since 1 July 2005 to withhold tax on interest and other similar income paid by it to (or under certain circumstances, to the benefit of) an individual resident in another Member State or in certain EU dependant or associated territories, unless the beneficiary of the interest payments elects for the procedure of exchange of information or for the tax certificate procedure. The same regime applies to payments of interest and other similar income made to certain “residual entities” within the meaning of Article 4.2 of the Directive established in a Member State or in certain EU dependent or associated territories (i.e., entities which are not legal persons (the Finnish and Swedish companies listed in Article 4.5 of the Directive are not considered as legal persons for this purpose), whose profits are not taxed under the general arrangements for the business taxation, that are not UCITS recognised in accordance with the Council Directive 85/611/EEC or similar collective investment funds located in Jersey, Guernsey, the Isle of Man, the Turks and Caicos Islands, the Cayman Islands, Montserrat or the British Virgin Islands and have not opted to be treated as UCITS recognised in accordance with the Council Directive 85/611/EEC).

The withholding tax rate is 20 per cent. increasing to 35 per cent. as from 1 July 2011. The withholding tax system will only apply during a transitional period, the ending of which depends on the conclusion of certain agreements relating to information exchange with certain third countries.

#### *Luxembourg resident individuals*

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

## TAXATION IN FRANCE

*The following is a summary limited to certain tax considerations in France relating to the Notes that may be issued under the Programme and specifically contains information on taxes on the income from the securities withheld at source. This summary is based on the laws in force in France as of the date of this Base Prospectus and is subject to any changes in law. It does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the 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.*

### Notes issued as from 1 March 2010

Following the introduction of the French *loi de finances rectificative* pour 2009 no. 3 (n° 2009-1674 dated 30 December 2009 applicable as from 1 Mars 2010) (the “**Law**”), payments of interest and other revenues made by the Issuer with respect to notes issued on or after 1 March 2010 (other than Notes (described below) which are assimilated (*assimilées*) and form a single series with Notes issued prior to 1 March 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*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a “**Non-Cooperative State**”). If such payments under the Notes are made in a Non-Cooperative State, a 50 per cent. withholding tax will be applicable (subject to certain exceptions and to the more favourable provisions of any applicable double tax treaty) by virtue of Article 125 A III of the French *Code général des impôts*.

Furthermore, interest and other revenues on such Notes may no longer be deductible from the Issuer's taxable income, as from the fiscal years starting on or after 1 January 2011, if they are paid or accrued to persons established or domiciled in a Non-Cooperative State or paid in such a Non-Cooperative State. Under certain conditions, any such non-deductible interest and other 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* of the French *Code général des impôts*, at a rate of 25 per cent. or 50 per cent.

Notwithstanding the foregoing, the Law provides that neither the 50 per cent. withholding tax nor the non-deductibility will apply in respect of a particular issue of Notes if the Issuer can prove that the principal purpose and effect of such 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 (the “**Exception**”). Pursuant to the ruling (*rescrit*) 2010/11 (FP and FE) of the French tax authorities dated 22 February 2010, an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

- 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 in 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
- admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or

- admitted, at the time of their issue, to the clearing operations of a central depository or of a securities clearing and delivery and payments systems operator within the meaning of Article L.561-2 of the French *Code monétaire et financier*, or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State. be able to benefit from the Exception.

**Notes issued before 1 March 2010 and Notes which are assimilated (*assimilées*) with Notes issued before 1 March 2010**

Payments of interest and other revenues with respect to (i) Notes issued (or deemed issued) outside France as provided under Article 131 *quater* of the French *Code général des impôts*, before 1 March 2010 and (ii) Notes which are assimilated (*assimilées*) and form a single series with such Notes, 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 1 March 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 French tax authorities dated 8 January 2008 and 7 April 2009, respectively, or other debt securities issued under French or foreign law and considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France for the purpose of Article 131 *quater* of the French *Code général des impôts*, in accordance with Circular 5 I-11-98 of the French tax authorities dated 30 September 1998 and the aforementioned rulings (*rescrits*) 2007/59 (FP) and 2009/23 (FP).

In addition, interest and other revenues paid by the Issuer on Notes issued before 1 March 2010 (or Notes issued after 1 March 2010 and which are to be assimilated (*assimilées*) and form a single series with such Notes) 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.

See “Terms and Conditions of the Notes – Taxation”.

**Savings Directive**

The 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.

## **FORM OF FINAL TERMS 1**

**FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF NOTES WITH A DENOMINATION OF  
LESS THAN EURO 50,000 TO BE ADMITTED TO TRADING ON A EU REGULATED MARKET OR  
REGULATED MARKETS**

**Final Terms dated [●]**

[Logo, if document is printed]

**LA POSTE**

**SERIES NO: [●]**

**TRANCHE NO: [●]**

**Issue of [Brief Description and Amount of Notes]**

Under the Euro 7,000,000,000

Euro Medium Term Note Programme

for the issue of Notes

Due from one month to 30 years from the date of original issue

Issue Price: [●] per cent.

**[Name(s) of Dealer(s)]**

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

- (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or
- (ii) in those Public Offer Jurisdictions mentioned in Paragraph 38 of Part A below, provided such person is one of the persons mentioned in Paragraph 38 of Part A below and that such offer is made during the Offer Period specified for such purpose therein.

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

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

## PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 6 July 2010 which received visa no. 10-221 on 6 July 2010 from the *Autorité des marchés financiers* (the “AMF”) [and the supplement[s] to the Base Prospectus dated [•] which received visa no. [•] from the AMF] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (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 Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [and the supplement[s] to the Base Prospectus]. The Base Prospectus [and the supplement[s] to the Base Prospectus] [is] [are] available for viewing during normal business hours at the office of the Fiscal Agent or each of the Paying Agents where copies may be obtained [, on the website of the Issuer ([www.laposte.fr](http://www.laposte.fr))], on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)) and from the Issuer 44, boulevard de Vaugirard 75015 Paris, France, during normal business hours.

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

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the [Base Prospectus/Offering Circular] dated [original date] [and the supplement[s] to the Base Prospectus dated [•]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”) and must be read in conjunction with the Base Prospectus dated [current date] which received visa no. [•] from the *Autorité des marchés financiers* (the “AMF”)] [and the supplement[s] to the Base Prospectus dated [•] which received visa no. [•] from the AMF], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the [Base Prospectus/Offering Circular] dated [original date] [and the supplement[s] to the Base 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 [Base Prospectus/Offering Circular] dated [original date] and the Base Prospectus dated [current date] [and the supplement[s] to the Base Prospectus dated [•]]. [[The Base Prospectus/Offering Circular] [and the supplement[s] to the Base Prospectus] are available for viewing at the office of the Fiscal Agent or each of the Paying Agents [, on the website of the Issuer ([www.laposte.fr](http://www.laposte.fr))], on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)) and from the Issuer 44, boulevard de Vaugirard 75015 Paris, France, during normal business hours.]

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

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

- |     |                       |          |
|-----|-----------------------|----------|
| (1) | Issuer:               | La Poste |
| (2) | (i) Series Number:    | [•]      |
|     | (ii) [Tranche Number: | [•]      |
- (If fungible with an existing Series, details of that Series,*



*including the date on which the Notes become fungible.)]*

- |      |   |  |
|------|---|--|
| (3)  | Specified Currency or Currencies:       | [•]  |
| (4)  | Aggregate Nominal Amount:               | [•]  |
|      | (i) Series:                             | [•]  |
|      | (ii) Tranche:                           | [•]  |
| (5)  | Issue Price:                            | [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from <i>[insert date]</i> (in the case of fungible issues only, if applicable)]   |
| (6)  | Specified Denomination(s):              | [•] (one denomination only for Dematerialised Notes) <sup>1</sup>  |
|      |   | [•]  |
| (7)  | (i) Issue Date:                         | [•]  |
|      | (ii) Interest Commencement Date:        | [Specify/Issue Date/Not Applicable]  |
| (8)  | Maturity Date:                          | <i>[specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]</i>  |
| (9)  | Interest Basis:                         | [[•] per cent. Fixed Rate]<br><i>[specify reference rate]</i> +/- [•] per cent.<br>Floating Rate]<br>[Zero Coupon]<br>[Index Linked Interest]<br>[Other ( <i>specify</i> )]<br>(further particulars specified below) |
| (10) | Redemption/Payment Basis <sup>2</sup> : | [Redemption at par]<br>[Index Linked Redemption]<br>[Dual Currency]<br>[Partly Paid]<br>[Instalment]<br>[Other ( <i>specify</i> )]   |

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<sup>1</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 from the date of issue must (a) have a minimum denomination of £100,000 (or its equivalent in other currencies) and be sold only to “professional investors” (or another applicable exemption from section 19 of the FSMA must be available) and (b) provide that no part of any such Note may be transferred unless the redemption value of that part is not less than £100,000 (or such equivalent amount).

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

- (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)]*  
*[Other Option specify details of provisions]*
- (13) (i) Status of the Notes: *[Unsubordinated Notes]*
- (ii) Dates of the corporate authorisations for the issuance of Notes obtained: *[Decision of the Conseil d'Administration of La Poste dated [•] deciding the issue of the Notes]*
- (14) Method of distribution: *[Syndicated/Non-syndicated]*
- PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**
- (15) **Fixed Rate Note Provisions** *[Applicable/Not Applicable]*  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate [(s)] of Interest: *[•] per cent. per annum [payable [annually/semi-annually/quarterly/ monthly] in arrear]*
- (ii) Interest Payment Date(s): *[•] in each year [adjusted in accordance with [specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"]/not adjusted]*
- (iii) Fixed Coupon Amount [(s)]: *[•] per Specified Denomination*
- (iv) Broken Amounts: *[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount [(s)]]*
- (v) Day Count Fraction (Condition 5(a)): *[•]*  
*[30/360/Actual/Actual (ICMA/ISDA)/other]*
- (vi) Determination Dates (Condition 5(a)): *[•] [in each year (insert regular Interest Payment Dates, ignoring Issue Date or Maturity Date in the case of a long or short first or last Coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))]*
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: *[Not Applicable/give details]*
- (16) **Floating Rate Provisions** *[Applicable/Not Applicable] (If not*

*applicable, delete the remaining sub-paragraphs of this paragraph).*

- (i) Interest Period(s): ☐
- (ii) Specified Interest Payment Dates: ☐
- (iii) First Interest Payment Date: ☐
- (iv) Business Day Convention: ☐ Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)
- (v) Interest Period Date: ☐ (*Not Applicable unless different from Interest Payment Date*)
- (vi) Business Centre(s) (Condition 5(a)): ☐
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: ☐ Screen Rate Determination/Screen Determination/ISDA Determination/other (*give details*)
- (viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): ☐
- (ix) Screen Rate Determination (Condition 5(c)(iii)(C)): ☐ [Applicable/Not Applicable]
  - Reference Rate: ☐
  - Interest Determination Date(s): ☐ *[/•] [TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]*
  - Relevant Time: ☐
  - Relevant Screen Page: ☐
  - Reference Banks (*when the Relevant Screen Page is not available*): ☐
- (x) FBF Determination (Condition 5(c)(iii)(A)): ☐ [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): ☐ (*specify how rate is determined (e.g. relevant page) if different or not specified in FBF definitions*)
- (xi) ISDA Determination (Condition 5 (c) (iii) (B)): ☐ [Applicable/Not Applicable]

	Floating Rate Option:	[•]
	Designated Maturity:	[•]
	Reset Date:	[•]
	ISDA Definitions: (if different from those set out in the Conditions)	[•]
	(xii) Margin(s):	[+/-] [•] per cent. <i>per annum</i>
	(xiii) Minimum Rate of Interest:	[•] per cent. <i>per annum</i>
	(xiv) Maximum Rate of Interest:	[•] per cent. <i>per annum</i>
	(xv) Day Count Fraction (Condition 5(a)):	[•]
	(xvi) 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)	<b>Zero Coupon Note Provisions</b>	[Applicable/Not Applicable] ( <i>If Not Applicable, delete the remaining sub-paragraphs of this paragraph</i> )
	(i) Amortisation Yield (Condition 6(e)(i)):	[•] per cent. <i>per annum</i>
	(ii) Day Count Fraction (Condition 5(a)):	[•]
	(iii) Any other formula/basis of determining amount payable:	[•]
(18)	<b>Index Linked Interest Note/other variable-linked interest Note Provisions<sup>3</sup></b>	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i> )
	(i) Index/Formula/other variable:	[Give or annex details]
	(ii) Calculation Agent responsible for calculating the interest due:	[•]
	(iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable:	[•]
	(iv) Interest Determination Date(s):	[•]
	(v) Interest Period(s):	[•]
	(vi) Provisions for determining Final Redemption Amount where calculation by reference to Index	[•]

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<sup>3</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 *pro forma* has been annotated to indicate where key additional requirements of Annex XII are dealt with.

and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:

- (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) (Condition 5(a)): [•]
- (x) Minimum Rate of Interest: [•] per cent. *per annum*
- (xi) Maximum Rate of Interest: [•] per cent. *per annum*
- (xii) Day Count Fraction (Condition 5(a)): [•]
- (19) **Dual Currency Note Provisions<sup>4</sup>** [Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
  - (i) Rate of Exchange/Method of calculating Rate of Exchange: [Give details]
  - (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [•]
  - (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [•]
  - (iv) Person at whose option Specified Currency(-ies) is/are payable: [•]
  - (v) Day Count Fraction (Condition 5(a)): [•]

#### PROVISIONS RELATING TO REDEMPTION

- (20) **Call Option** [Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
  - (i) Optional Redemption Date(s): [•]
  - (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [•] per Note [of [•] Specified Denomination]
  - (iii) If redeemable in part: [•]

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<sup>4</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 *pro forma* has been annotated to indicate where key additional requirements of Annex XII are dealt with.

	Minimum Redemption Amount to be redeemed:	[•]
	Maximum Redemption Amount to be redeemed:	[•]
	(iv) Notice period <sup>5</sup> :	[•]
(21)	<b>Put Option</b>	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
	(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>6</sup> :	[•]
(22)	<b>Final Redemption Amount of each Note<sup>7</sup></b>	[[•] per Note of [[•] Specified Denomination] Aggregate Nominal Amount/Other/See Appendix]
	(i) Index/Formula/variable:	[•]
	(ii) Calculation Agent responsible for calculating the Final Redemption Amount:	[•]
	(iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:	[•]
	(iv) Determination Date(s):	[•]
	(v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[•]
	(vi) Payment Date:	[•]
	(vii) Minimum Final Redemption Amount:	[•]
	(viii) Maximum Final Redemption Amount:	[•]

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<sup>5</sup> If setting notice periods which are different to those provided in the conditions, the Issuer is advised to 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 its Fiscal Agent.

<sup>6</sup> If setting notice periods which are different to those provided in the conditions, the Issuer is advised to 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 its Fiscal Agent.

<sup>7</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 *pro forma* has been annotated to indicate where key additional requirements of Annex XII are dealt with.

**(23) Early Redemption Amount**

Early Redemption Amount(s) of each Note payable on redemption for taxation reasons (Condition 6(f)), for illegality (Condition 6(j)) or an event of default (Condition 9) and/or the method of calculating the same (if required or if different from that set out in the Conditions):

[Not Applicable/[\*]]

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

**(24) Form of Notes:**

[Dematerialised Notes/ Materialised Notes]  
(*Materialised Notes are only in bearer form*)

[Delete as appropriate]

**(i) Form of Dematerialised Notes:**

[Not Applicable/if *Applicable specify whether*] [Bearer dematerialised form (*au porteur*) / Registered dematerialised 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 Fully Registered Dematerialised Notes only*)

**(iii) Temporary Global Certificate:**

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

**(25) Financial Centre(s) (Condition 7(h)) or other special provisions relating to payment dates:**

[Not Applicable/Give details]. (*Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub-paragraph 17(v) and 19(ix) relate*)

**(26) Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):**

[Yes/No/Not Applicable. *If yes, give details*] (*Only applicable to Materialised Notes*)

**(27) Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:**

[Not Applicable/give details]

**(28) Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:**

[Not Applicable/give details]

- |      |  |  |
|------|--|--|
| (29) | Redenomination, renominatisation and reconventioning provisions: | [Not Applicable/The provisions [in Condition 1(d)] apply]  |
| (30) | Consolidation provisions:  | [Not Applicable/The provisions [in Condition 13(b)] apply]   |
| (31) | <i>Masse</i> (Condition 11):                                     | [Applicable/Not Applicable] <i>(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 alternate Representative and remuneration, if any).<sup>8</sup></i> |
| (32) | Other final terms:   | [Not Applicable/give details]<br><br><i>(When adding any other final terms consideration should be given as to whether such terms constitute a "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)</i>  |

## DISTRIBUTION

- |      |  |  |
|------|--|--|
| (33) | (i) If syndicated, names and addresses of Managers and underwriting commitments: | [Not Applicable/give names, addresses and underwriting commitments]<br><br><i>(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers)</i> |
|      | (ii) Date of Subscription Agreement:   | [•]  |
|      | (iii) Stabilising Manager (if any):  | [Not Applicable/give name]   |
| (34) | If non-syndicated, name and address of Dealer:                                   | [Not Applicable/give name and address]   |
| (35) | Total commission and concession:   | [•] per cent. of the Aggregate Nominal   |

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<sup>8</sup> At the date of these Final Terms, the *statuts* of the Issuer [contemplate/do not contemplate] the right for a Noteholder to participate in a General Meeting by videoconference or any other means of telecommunication allowing the identification of the participating Noteholders.



		Amount
(36)	U.S. Selling Restrictions:	[Reg. S Compliance Category; TEFRA C /TEFRA D /Not Applicable] <i>(TEFRA are only applicable to Materialised Notes)</i>
(37)	Additional selling restrictions:	[Not Applicable/ <i>give details</i> ]
(38)	Non-exempt offer:	[Not Applicable] [An offer of the Notes may be made by the Managers [and [ <i>specify, if applicable</i> ]] other than pursuant to Article 3(2) of the Prospectus Directive in [ <i>specify Relevant Member State(s) - which must be jurisdictions where the Prospectus and any supplements have been passported</i> ] (“ <b>Public Offer Jurisdictions</b> ”) during the period from [ <i>specify date</i> ] until [ <i>specify date</i> ] (“ <b>Offer Period</b> ”). See further paragraph 2 of Part B below.

## PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [public offer in the Public Offer Jurisdictions] [and] [admission to trading on [*specify relevant regulated market*] of the Notes described herein] pursuant to the Euro 7,000,000,000 Euro Medium Term Note Programme of La Poste.]

## 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.]<sup>9</sup>

Signed on behalf of the Issuer:

Duly represented by:

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<sup>9</sup> Include if third party 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 admitted to trading in order to assess the market risk associated with these Notes and that may affect the Issuer's ability to fulfil its obligations under the Notes which are not covered under "Risk Factors" in the Base Prospectus. If any such additional risk factors need to be included consideration should be given as to whether they constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.] [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]<sup>10</sup>]*

### 2. LISTING AND ADMISSION TO TRADING

- (i) Listing: [Euronext Paris/other (specify)/None]
- (ii) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [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.]
- (Where documenting a fungible issue need to indicate that original securities are already listed and admitted to trading.)*

### 3. TERMS AND CONDITIONS OF THE OFFER

- Offer Price: [Issue Price][specify]
- Conditions to which the offer is subject: [Not Applicable/give details]
- Description of the application process: [Not Applicable/give details]
- Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [Not Applicable/give detail]
- Details of the minimum and/or maximum amount of application: [Not Applicable/give details]
- Details of the method and time limits for paying up and delivering the Notes: [Not Applicable/give details]
- Manner in and date on which results of the offer are [Not Applicable/give details]

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<sup>10</sup> Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

to be made public:

Procedure for exercise of any right of pre-emption,  
negotiability of subscription rights and treatment of  
subscription rights not exercised: [Not Applicable/give details]

Categories of potential investors to which the Notes  
are offered and whether tranche(s) have been  
reserved for certain countries: [Not Applicable/give details]

Process for notification to applicants of the amount  
allotted and the indication whether dealing may  
begin before notification is made: [Not Applicable/give details]

Amount of any expenses and taxes specifically  
charged to the subscriber or purchaser: [Not Applicable/give details]

Name(s) and address(es), to the extent known to the  
Issuer, of the placers in the various countries where  
the offer takes place: [None/give details]

#### 4. RATINGS

Ratings: [The Notes to be issued are expected to be rated [•].]  
[The Notes to be issued have been rated]:  
[S & P: [•]]  
[Fitch Ratings: [•]]  
[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.)*

#### 5. [NOTIFICATION]

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

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

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

["Save as discussed in ["Subscription and Sale"] 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.)]*

**7. [REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES<sup>11</sup>**

[(i) Reasons for the offer:

[•]

*(See "Use of Proceeds" wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]*

[(ii)] Estimated net proceeds:

[•]

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

[(iii)] Estimated total expenses:

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

*(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)*

**8. [Fixed Rate Notes only – YIELD**

Indication of yield:

[•]

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

Calculated as *[include details of method of calculation in summary form]* on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield. ]

**9. [Floating Rate Notes only - HISTORIC INTEREST RATES**

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]

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<sup>11</sup> Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

**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]<sup>12</sup>**

*Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information. Include other information concerning the underlying required by Paragraph 4.2 of Annex 16 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.)]*

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

**11. [Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT]<sup>13</sup>**

*Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]*

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

**12. [Derivatives only – EXPLANATION OF EFFECT ON VALUE OF INVESTMENT, RETURN ON DERIVATIVES SECURITIES AND INFORMATION CONCERNING THE UNDERLYING]\***

**EXPLANATION OF EFFECT ON VALUE OF INVESTMENT**

*Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.*

**INFORMATION CONCERNING THE UNDERLYING**

- a statement setting out the type of the underlying [•]  
and details of where information on the underlying

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<sup>12</sup> For derivative securities to which Annex XII to the Prospectus Directive Regulation applies, please complete instead paragraph 12 below relating to explanation of effect on value of investment, return on derivative securities and information concerning the underlying.

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

\*\* If the Final Redemption Amount is not 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply and may require the preparation and publication of a supplement to the Base Prospectus. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.

<sup>13</sup> For derivative securities to which Annex XII to the Prospectus Directive applies, please complete instead paragraph 12 below relating to explanation of effect on value of investment, return on derivative securities and information concerning 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 index:
  - a description of the interest rate: [•]
- others: [Applicable/Not Applicable]
  - where the underlying does not fall within the categories specified above the securities note 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:] \* [•]

### 13. [*Derivatives only* – POST ISSUANCE INFORMATION CONCERNING THE UNDERLYING <sup>14</sup>

The Issuer [intends][does not intend] to issue any post-issuance information in connection with this issue of Notes.

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

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

<sup>14</sup> Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies. See footnote \*\* below.

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

*[If post-issuance information is to be reported, specify what information will be reported and where such information can be obtained.]]*

#### 14. OPERATIONAL INFORMATION

ISIN Code: [•]

Common Code: [•]

Depositories:

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

(ii) Common Depositary for Euroclear Bank S.A./N.V. and Clearstream Luxembourg [Yes/No]

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

Delivery: Delivery [against/free of] payment

Name and address of the Calculation Agent: [•]

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

The aggregate principal amount of Notes issued has been translated into Euro at the rate of [currency] per euro 1.00, producing a sum of: [Not Applicable/Euro [•]] (Only applicable for Notes not denominated in Euro)

## **FORM OF FINAL TERMS 2**

**FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF NOTES WITH A DENOMINATION OF  
AT LEAST EURO 50,000 TO BE ADMITTED TO TRADING ON A EU REGULATED MARKET**

**Final Terms dated [●]**

[Logo, if document is printed]

**LA POSTE**

**SERIES NO: [●]**

**TRANCHE NO: [●]**

**Issue of [Brief Description and Amount of Notes]**

Under the Euro 7,000,000,000

Euro Medium Term Note Programme

for the issue of Notes

Due from one month to 30 years from the date of original issue

Issue Price: [●] per cent.

**[Name(s) of Dealer(s)]**



## PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 6 July 2010 which received visa no. 10-221 on 6 July 2010 from the *Autorité des marchés financiers* (the “AMF”) [and the supplement[s] to the Base Prospectus dated [•] which received visa no. [•] from the AMF which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (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 Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [and the supplement[s] to the Base Prospectus]. The Base Prospectus [and the supplement[s] to the Base Prospectus] [is] [are] available for viewing during normal business hours at the office of the Fiscal Agent or each of the Paying Agents where copies may be obtained [, on the website of the Issuer ([www.laposte.fr](http://www.laposte.fr))], on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)) and from the Issuer 44, boulevard de Vaugirard 75015 Paris, France, during normal business hours.

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

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the [Base Prospectus/Offering Circular] dated [original date] which received visa no. [•] from the *Autorité des marchés financiers* (the “AMF”) [and the supplement to the Base Prospectus] dated [•] which received visa no. [•] from the AMF]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”) and must be read in conjunction with the Base Prospectus dated [current date] [and the supplement[s] to the Base Prospectus dated [•]], which [together] constitute[s] a Base Prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the [Base Prospectus/Offering Circular] dated [original date] [and the supplement[s] to the Base 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 [Base Prospectus/Offering Circular] dated [original date] and the Base Prospectus dated [current date] [and the supplement[s] to the Base Prospectus dated [•]]. [[The Base Prospectus/Offering Circular] [and the supplement[s] to the Base Prospectus] are available for viewing at the office of the Fiscal Agent or each of the Paying Agents [, on the website of the Issuer ([www.laposte.fr](http://www.laposte.fr))], on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)) and from the Issuer 44, boulevard de Vaugirard 75015 Paris, France, during normal business hours.]

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

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

- |     |                       |          |
|-----|-----------------------|----------|
| (1) | Issuer:               | La Poste |
| (2) | (i) Series Number:    | [•]      |
|     | (ii) [Tranche Number: | [•]      |

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

- |      |  |  |
|------|--|--|
| (3)  | Specified Currency or Currencies:                      | [•]  |
| (4)  | Aggregate Nominal Amount of Notes admitted to trading: | [•]  |
|      | (i) Series:  | [•]  |
|      | (ii) Tranche:  | [•]  |
| (5)  | Issue Price:   | [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)]  |
| (6)  | Specified Denomination(s):                             | [•] (one denomination only for Dematerialised Notes) <sup>1</sup>  |
|      |  | [•]  |
| (7)  | (i) Issue Date:  | [•]  |
|      | (ii) Interest Commencement Date:                       | [Specify/Issue Date/Not Applicable]  |
| (8)  | Maturity Date:   | <i>[specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]</i>  |
| (9)  | Interest Basis:  | [[•] per cent. Fixed Rate]<br>[specify reference rate] +/- [•] per cent.<br>Floating Rate]<br>[Zero Coupon]<br>[Index Linked Interest]<br>[Other (specify)]<br>(further particulars specified below) |
| (10) | Redemption/Payment Basis <sup>2</sup> :                | [Redemption at par]<br>[Index Linked Redemption]<br>[Dual Currency]<br>[Partly Paid]<br>[Instalment]<br>[Other (specify)]  |

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<sup>1</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 from the date of issue must (a) have a minimum denomination of £100,000 (or its equivalent in other currencies) and be sold only to “professional investors” (or another applicable exemption from section 19 of the FSMA must be available) and (b) provide that no part of any such Note may be transferred unless the redemption value of that part is not less than £100,000 (or such equivalent amount).

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

- (11) Change of Interest or Redemption/Payment Basis: *[Specify details of any provision for convertibility of Notes into another interest or redemption/payment basis]*
- (12) Put/Call Options: *[Investor Put]*  
*[Issuer Call]*  
*[(further particulars specified below)]*
- (13) (i) Status of the Notes: *[Unsubordinated Notes]*
- (ii) Dates of the corporate authorisations for issuance of Notes obtained: *[Decision of the Conseil d'Administration of La Poste dated [•] deciding the issue of the Notes]*
- (14) Method of distribution: *[Syndicated/Non-syndicated]*

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

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

(16)	<b>Floating Rate Provisions</b>	[Applicable/Not Applicable] <i>(If Not Applicable, delete the remaining subparagraphs of this paragraph).</i>
(i)	Interest Period(s):	[•]
(ii)	Specified Interest Payment Dates:	[•]
(iii)	First Interest Payment Date:	[•]
(iv)	Business Day Convention:	[Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other <i>(give details)</i> ]
(v)	Interest Period Date:	[•] <i>(Not Applicable unless different from Interest Payment Date)</i>
(vi)	Business Centre(s) (Condition 5(a)):	[•]
(vii)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination/other <i>(give details)</i> ]
(viii)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):	[•]
(ix)	Screen Rate Determination (Condition 5(c)(iii)(C)):	[Applicable/Not Applicable]
	Reference Rate:	[•]
	Interest Determination Date(s):	[[•] <i>[TARGET]</i> Business Days in <i>[specify city]</i> for <i>[specify currency]</i> prior to <i>[the first day in each Interest Accrual Period/each Interest Payment Date]</i> ]
	Relevant Screen Page:	[•]
	Reference Banks <i>(when the Relevant Screen Page is not available)</i> :	[•]
(x)	FBF Determination (Condition 5(c)(iii)(A)):	[Applicable/Not Applicable]
	Floating Rate <i>(Taux variable)</i> :	[•]
	Floating Rate Determination Date <i>(Date de Détermination du Taux Variable)</i> :	[•]
	FBF Definitions (if different from those set out in the Conditions):	[•] <i>(specify how rate is determined (e.g. relevant page) if different or not specified in FBF definitions)</i>
(xi)	ISDA Determination (Condition 5 (c) (iii) (B)):	[Applicable/Not Applicable]

	Floating Rate Option:	[•]
	Designated Maturity:	[•]
	Reset Date:	[•]
	ISDA Definitions: (if different from those set out in the Conditions)	[•]
	Margin(s):	[+/-] [•] per cent. <i>per annum</i>
	Minimum Rate of Interest:	[•] per cent. <i>per annum</i>
	Maximum Rate of Interest:	[•] per cent. <i>per annum</i>
	Day Count Fraction (Condition 5(a)):	[•]
	[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)	<b>Zero Coupon Note Provisions</b>	[Applicable/Not Applicable] ( <i>If Not Applicable, delete the remaining sub-paragraphs of this paragraph</i> )
	(i) Amortisation Yield (Condition 6(e)(i)):	[•] per cent. <i>per annum</i>
	(ii) Day Count Fraction (Condition 5(a)):	[•]
	(iii) Any other formula/basis of determining amount payable:	[•]
(18)	<b>Index Linked Interest Note/other variable-linked interest Note Provisions<sup>3</sup></b>	[Applicable/Not Applicable] ( <i>If Not Applicable, delete the remaining sub-paragraphs of this paragraph</i> )
	(i) Index/Formula/other variable:	[Give or annex details]
	(ii) Calculation Agent responsible for calculating the interest due:	[•]
	(iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable:	[•]( <i>need to include a description of market disruption or settlement disruption events and adjustment provisions</i> )
	(iv) Interest period(s):	[•]
	(v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[•]
	(vi) Specified Interest Payment Dates:	[•]

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<sup>3</sup> If the Final Redemption Amount is not 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This *pro forma* has been annotated to indicate where the key additional requirements of Annex XII are dealt with.

- (vii) Business Day Convention: [Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)]
- (viii) Business Centre(s) (Condition 5(a)): [•]
- (ix) Minimum Rate of Interest: [•] per cent. *per annum*
- (x) Maximum Rate of Interest: [•] per cent. *per annum*
- (xi) Day Count Fraction (Condition 5(a)): [•]
- (19) Dual Currency Note Provisions<sup>4</sup>** [Applicable/Not Applicable] (*If Not Applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Rate of Exchange/Method of calculating Rate of Exchange: [Give details]
- (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [•]
- (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 (Condition 5(a)): [•]

#### PROVISIONS RELATING TO REDEMPTION

- (20) Call Option** [Applicable/Not Applicable] (*If Not Applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [•] per Note [of [•] Specified Denomination]
- (iii) If redeemable in part: [•]
- Minimum nominal amount to be redeemed: [•]
- Maximum nominal amount to be redeemed:
- (iv) Description of any other Issuer's option: [•]
- (v) Notice period<sup>5</sup>: [•]

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<sup>4</sup> If the Final Redemption Amount is not 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This *pro forma* has been annotated to indicate where the key additional requirements of Annex XII are dealt with.

(21)	<b>Put Option</b>	[Applicable/Not Applicable] <i>(If Not Applicable, delete the remaining subparagraphs of this paragraph)</i> [•]
	(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) Description of any other Noteholders' option:	
	(iv) Notice period <sup>6</sup> :	[•]
(22)	<b>Final Redemption Amount of each Note<sup>7</sup></b>	[per Note [of [•] Specified Denomination]/Other/See Appendix]
	(i) Index/Formula/variable:	
	(ii) Calculation Agent responsible for calculating the Final Redemption Amount:	[•]
	(iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:	[•]
	(iv) Determination Date(s):	[•]
	(v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[•]
	(vi) Payment Date:	[•]
	(vii) Minimum Final Redemption Amount:	[•]
	(viii) Maximum Final Redemption Amount:	[•]
(23)	<b>Early Redemption Amount</b>	
	Early Redemption Amount(s) of each Note payable on redemption for taxation reasons (Condition 6(f)), for illegality (Condition 6(j)) or an event of default (Condition 9) and/or the method of calculating the same (if required or if different from that set out in the Conditions):	[•]

<sup>5</sup> If setting notice periods which are different to those provided in the conditions, the Issuer is advised to 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 its Fiscal Agent.

<sup>6</sup> If setting notice periods which are different to those provided in the conditions, the Issuer is advised to 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 its Fiscal Agent.

<sup>7</sup> If the Final Redemption Amount is not 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This *pro forma* has been annotated to indicate where the key additional requirements of Annex XII are dealt with.

## GENERAL PROVISIONS APPLICABLE TO THE NOTES

- (24) Form of Notes: [Dematerialised Notes/ Materialised Notes]  
(Materialised Notes are only in bearer form)  
  
[Delete as appropriate]
- (i) Form of Dematerialised Notes: [Not Applicable/if Applicable specify whether] [Bearer dematerialised form (*au porteur*) / Registered dematerialised 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 Fully Registered Dematerialised Notes only)
- (iii) Temporary Global Certificate: [Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Bearer Notes on [•] (the “Exchange Date”), being 40 days after the Issue Date subject to postponement as provided in the Temporary Global Certificate]
- (25) Financial Centre(s) (Condition 7(h)) or other special provisions relating to payment dates: [Not Applicable/Give details]. (Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub-paragraph, 17(iv) and (19(vii) relate)
- (26) Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No/Not Applicable. If yes, give details] (Only applicable to Materialised Notes)
- (27) Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/give details]
- (28) Details relating to Instalment Notes: [Not Applicable/give details]
- (i) Instalment Amount(s): [•]
- (ii) Instalment Date(s): [•]
- (iii) Minimum Instalment Amount: [•]
- (iv) Maximum Instalment Amount: [•]
- (29) Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition 1(d)] [annexed to this Final Terms] apply]
- (30) Consolidation provisions: [Not Applicable/The provisions [in Condition 13(b)] [annexed to these Final Terms] apply]
- (31) *Masse* (Condition 11): [Applicable/Not Applicable] (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 alternate Representative and remuneration, if any).*<sup>8</sup>

(32) Other final terms:

[Not Applicable/give details]

*(When adding any other final terms consideration should be given as to whether such terms constitute a "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)*

## DISTRIBUTION

(33) (i) If syndicated, names of Managers and underwriting commitments:

[Not Applicable/give names]

*(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers)*

(ii) Stabilising Manager (if any):

[Not Applicable/give name]

(34) If non-syndicated, name of Dealer:

[Not Applicable/give name]

(35) U.S. Selling Restrictions:

[Reg. S Compliance Category; TEFRA C /TEFRA D /Not Applicable] *(TEFRA are only applicable to Materialised Notes)*

(36) Additional selling restrictions:

[Not Applicable/give details]

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<sup>8</sup> At the date of this Final Terms, the *statuts* of the Issuer [contemplate/do not contemplate] the right for a Noteholder to participate in a General Meeting by videoconference or any other means of telecommunication allowing the identification of the participating Noteholders.

## PURPOSE OF FINAL TERMS

These Final Terms comprise the Final Terms required for issue [and] [admission to trading on [*specify relevant regulated market*]] of the Notes described herein] pursuant to the Euro 7,000,000,000 Euro Medium Term Note Programme of La Poste.

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [(*Relevant third party information*)] has been extracted from (*specify source*). The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced inaccurate or misleading.<sup>9</sup>

Signed on behalf of the Issuer:

Duly represented by:

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<sup>9</sup> Include if third party 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 admitted to trading in order to assess the market risk associated with these Notes and that may affect the Issuer's ability to fulfil its obligations under the Notes which are not covered under "Risk Factors" in the Base Prospectus. If any such additional risk factors need to be included consideration should be given as to whether they constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.] [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]]<sup>1</sup>*

### 2. LISTING AND ADMISSION TO TRADING

- (i) Listing: [Euronext Paris/other (specify)/None]
- (ii) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [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.]
- (Where documenting a fungible issue need to indicate that original securities are already listed and admitted to trading.)*

### 3. RATINGS

Ratings: [Notes to be issued under the Programme are expected to be rated [•].]

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

[S & P: [•]]

[Fitch Ratings: [•]]

[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.)*

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<sup>1</sup> Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

#### 4. [NOTIFICATION]

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

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

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

["Save as discussed in ["Subscription and Sale"] 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. [REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES<sup>2</sup>

[(i) Reasons for the offer:

[•]

*(See "Use of Proceeds" wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]*

[(ii)] Estimated net proceeds:

[•]

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

[(iii)] Estimated total expenses:

[•]

*[Include breakdown of expenses.]  
(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.) ]*

#### 7. [Fixed Rate Notes only – YIELD]

Indication of yield:

[•]

Calculated as [include details of method of calculation in summary form] on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

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<sup>2</sup> Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

**8. [Index-Linked or other variable-linked Notes only – PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE AND OTHER INFORMATION CONCERNING THE UNDERLYING]<sup>3</sup>**

*Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information. Include other information concerning the underlying required by Paragraph 4.2 of Annex 12 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.)]*

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

**9. [Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE]<sup>4</sup>**

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

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

**10. [Derivatives only – EXPLANATION OF EFFECT ON VALUE OF INVESTMENT, RETURN ON DERIVATIVES SECURITIES AND INFORMATION CONCERNING THE UNDERLYING]<sup>5</sup>**

**EXPLANATION OF EFFECT ON VALUE OF INVESTMENT**

*Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.*

**INFORMATION CONCERNING THE UNDERLYING**

- a statement setting out the type of the underlying [•]  
and details of where information on the underlying

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<sup>3</sup> Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies. If the Final Redemption Amount is not 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply and may require the preparation and publication of a supplement to the Base Prospectus. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.

<sup>4</sup> Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies. If the Final Redemption Amount is not 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply and may require the preparation and publication of a supplement to the Base Prospectus. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.

<sup>5</sup> Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies. If the Final Redemption Amount is not 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply and may require the preparation and publication of a supplement to the Base Prospectus. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.

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: [•]  
[Applicable/Not Applicable]
- where the underlying is an interest rate: [•]
  - a description of the interest rate: [Applicable/Not Applicable]
  - others: [Applicable/Not Applicable]
- where the underlying does not fall within the categories specified above the securities note shall contain equivalent information: [•]  
[Applicable/Not Applicable]
- where the underlying is a basket of underlyings:
  - 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:] [•]

- an indication of the intent of the Issuer regarding the providing of post-issuance information relating to the underlying and where the intent of the Issuer is to report such information, an indication of the type of information reported and where it can be obtained: [•]

## 11. OPERATIONAL INFORMATION

ISIN Code: [•]

Common Code: [•]

Depositories:

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

(ii) Common Depositary for  
Euroclear Bank S.A./N.V.  
and Clearstream, [Yes/No]  
Luxembourg:

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

Name and address of the  
Calculation Agent: [•]

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

The aggregate principal amount of  
Notes issued has been translated  
into Euro at the rate of [currency]  
per euro 1.00, producing a sum of: [Not Applicable/Euro [•]] (Only applicable for Notes not denominated in Euro)

**PERSON RESPONSIBLE FOR THE INFORMATION  
GIVEN IN THE BASE PROSPECTUS**

To the best knowledge of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus is in accordance with the facts in any material respect and contains no omission likely to affect its import in any material respect. The Issuer accepts responsibility accordingly.

**La Poste**

44, boulevard de Vaugirard  
75757 Paris cedex 15  
France

duly represented by:

Bernard Delpit

Executive Vice-President

Chief Financial Officer

on 6 July 2010



***Autorité des marchés financiers***

In accordance with Articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier* and with the General Regulations (*Règlement Général*) of the *Autorité des marchés financiers* ("AMF"), in particular Articles 212-31 to 212-33, the AMF has granted to this Base Prospectus the visa No. 10-221 on 6 July 2010. This document may only be used for the purposes of a financial transaction if completed by Final Terms. It was prepared by the Issuer and its signatories assume responsibility for it. In accordance with Article L. 621-8-1-I of the French *Code monétaire et financier*, the visa was granted following an examination by the AMF of "whether the document is complete and comprehensible, and whether the information it contains is coherent". It does not imply that the AMF has verified the accounting and financial data set out in it. This visa has been granted subject to the publication of Final Terms in accordance with Article 212-32 of the AMF's General Regulations, setting out the terms of the securities being issued.



## GENERAL INFORMATION

### 1 Listing and admission to trading

This Base Prospectus has received visa n°10-221 from the AMF on 6 July 2010. Application has been made to list and admit the Notes issued under this Base Prospectus to trading on Euronext Paris. In compliance with Article 18 of the Prospectus Directive, application may also be made at the Issuer's request for the notification of certificate of approval to any other competent authority of any other EEA State.

### 2 Corporate authorisations

The Issuer has obtained all necessary corporate and other approvals, authorisations and consents in the Republic of France in connection with the establishment and update of the Programme. The *Conseil d'Administration* of the Issuer held on 11 July 2000 has granted the authority to establish the Programme to its *Président*. The increase of the aggregate nominal amount of the Programme to Euro 7,000,000,000 was authorised by a resolution of the *Conseil d'Administration* of the Issuer dated 21 December 2006. Any issuance of Notes under the Programme, to the extent that such Notes constitute *obligations* under French law, require the prior authorisation of the Board of Directors (*Conseil d'Administration*) of the Issuer in accordance with Article L.228-40 of the French *Code de commerce*.

### 3 No Significant change in the financial or trading position

Except as disclosed in this Base Prospectus, there has been no significant change in the financial or trading position of the Issuer or of the Group since the end of the last financial period for which audited financial information has been published.

### 4 No Material adverse change

Except as disclosed in this Base Prospectus, there has been no material adverse change or any development reasonably likely to involve an adverse change, in the condition (financial or otherwise) or general affairs, financial position or prospects of the Issuer or the Group since the date of its last published audited financial statements

### 5 Legal and arbitration proceedings

Neither the Issuer nor any member of the Group is involved in any governmental, legal or arbitration proceedings that may have, or have had during 12 months preceding the date of this document, a significant effect on the financial position or profitability of the Issuer, or the Group nor is the Issuer aware that any such proceedings are pending or threatened.

### 6 Materialised Bearer Notes

Each Definitive Bearer Materialised Note, Receipt, Coupon and Talon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".

## **7 Clearing**

Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems. The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.

The address of Euroclear is 1 boulevard du Roi Albert II, 1210 Bruxelles, Belgium and the address of Clearstream, Luxembourg is 42, avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg.

Dematerialised Notes will be inscribed in the books of Euroclear France (acting as central depository). Dematerialised Notes which are in registered form (*au nominatif*) are also inscribed with the Registration Agent. The address of Euroclear France is 115 rue Réaumur, 75081 Paris Cedex 02, France. The address of any alternative clearing system will be specified in the relevant Final Terms.

## **8 Material contracts**

There are no material contracts entered into in the ordinary course of the Issuer's business, which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Noteholders in respect of the Notes being issued.

## **9 Derivative securities**

In respect of derivatives securities as defined in Article 15.2 of Commission Regulation no.809/2004, the Final Terms will indicate whether or not the Issuer intends to provide post-issuance information concerning the underlying. If the Issuer intends to provide such information, the Final Terms will specify what information will be reported and where such information can be obtained

## **10 Documents available**

For so long as Notes may be issued pursuant to this Base Prospectus, the following documents will be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection at the office of the Fiscal Agent or each of the Paying Agents:

- (i) the Amended and Restated Agency Agreement (which includes the form of the *Lettre Comptable*, the Temporary Global Certificates, the Definitive Materialised Bearer Notes, the Coupons, the Receipts and the Talons);
- (ii) the *statuts* of the Issuer;
- (iii) the published annual report and audited non-consolidated and consolidated accounts of the Issuer for the two financial years ended 31 December 2008 and 2009;
- (iv) each Final Terms (save that Final Terms relating to the Notes not admitted to trading on a regulated market within the EEA in circumstances where a prospectus is required to be published under the Prospectus Directive will only be available for inspection by holders of such Notes and such holders must produce evidence satisfactory to the Issuer and the Issuing and Paying Agent as to its holding of Notes in identity);

- (v) a copy of this Base Prospectus together with any supplement to this Base Prospectus or further Base Prospectus; and
- (vi) all reports, letters and other documents, balance sheets, valuations and statements by any expert any part of which is extracted or referred to in this Base Prospectus.

For so long as Notes may be issued pursuant to this Programme, the following documents will be available, on the website of the *Autorité des marchés financiers* ([www.amf-france.org](http://www.amf-france.org)) or on the website of the Issuer ([www.laposte.fr](http://www.laposte.fr)) and may be obtained without charge from the registered office of the Issuer during normal business hours:

- (vii) this Base Prospectus together with any supplement to this Base Prospectus or further Base Prospectus; and
- (viii) a copy of the Final Terms for Notes that are listed and admitted to trading on Euronext Paris or are offered to the public in Paris and/or in any Member State of the European Economic Area so long as such Notes are outstanding.

For so long as Notes may be issued pursuant to this Programme, the documents incorporated by reference in this Base Prospectus will be available on the website of the Issuer ([www.laposte.fr](http://www.laposte.fr)) and may be obtained without charge from the registered office of the Issuer during normal business hours.

## **11 Statutory auditors**

Mazars at Exaltis 61, rue Henri Regnault 92075 Paris La Défense Cedex, France, and KPMG Audit, Département de KPMG SA, 1, cour Valmy, 92923 Paris La Défense Cedex, France (both entities regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux comptes*) have audited and rendered an unqualified audit report on the consolidated financial statements of the Issuer for the year ended 31 December 2009. Mazars and PricewaterhouseCoopers Audit at 63, rue de Villiers 92208 Neuilly-sur-Seine Cedex, France (both entities regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux comptes*) have audited and rendered an unqualified audit report on the consolidated financial statements of the Issuer for the year ended 31 December 2008.

**Registered Office of the Issuer**

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75015 Paris

France

Téléphone number of the Issuer: (33) +155 44 00 00

**Arranger**

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**Dealers**

**Barclays Bank PLC**

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**BNP PARIBAS**

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United Kingdom

**Commerzbank Aktiengesellschaft**

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**Société Générale**

Tour Société Générale

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France

**The Royal Bank of Scotland plc**

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United Kingdom

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

**Deutsche Bank AG, London Branch**

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1 Great Winchester Street  
London EC2N 2DB  
United-Kingdom

**Paris Paying Agent**

**Deutsche Bank AG, Paris Branch**

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France

**Auditors to the Issuer**

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France

**KPMG Audit**

**Département de KPMG SA**  
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France

**Legal Advisers**

**To the Issuer  
as to French law**

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**To the Dealers  
as to French law**

**Linklaters LLP**  
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