



DEXIA

## Municipal Agency

DEXIA MUNICIPAL AGENCY

Euro 75,000,000,000 Euro Medium Term Note Programme

for the issue of *Obligations Foncières*

Due from one month from the date of original issue

Under the Euro Medium Term Note Programme described in this Base Prospectus (the “**Programme**”), Dexia Municipal Agency (the “**Issuer**” or “**Dexia MA**”), subject to compliance with all relevant laws, regulations and directives, may from time to time issue *obligations foncières* (the “**Obligations Foncières**”). The aggregate nominal amount of *Obligations Foncières* (issued under the Programme) outstanding will not at any time exceed Euro 75,000,000,000 (or the equivalent in other currencies). This Base Prospectus replaces and supersedes the Base Prospectus dated 10 July 2009.

This Base Prospectus constitutes a prospectus as defined in Article 5.4 of Directive 2003/71/EC (the “**Prospectus Directive**”).

Application has been made to the *Commission de surveillance du secteur financier* (the “**CSSF**”) in Luxembourg for approval of this Base Prospectus and application may be made for the notification of a certificate of approval to be released to the competent authorities of other Member States of the EEA, both approval and notification being made in its capacity as competent authority under the *loi relative aux prospectus pour valeurs mobilières* dated 10 July 2005 which implements Directive 2003/71/EC of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading.

Application has been made to the Luxembourg Stock Exchange for *Obligations Foncières* issued under the Programme during a period of 12 months from the date of this Base Prospectus to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EEC (a “**Regulated Market**”). The Regulated Market is governed by Directive 2004/39/EC on markets in financial instruments (hereinafter referred to as a “**Regulated Market**”). Application may also be made to the competent authority of any other Member State of the EEA for *Obligations Foncières* issued under the Programme to be listed and admitted to trading on any other Regulated Market in such Member State.

Application will be made in certain circumstances to list *Obligations Foncières* under the Programme on the Luxembourg Stock Exchange. *Obligations Foncières* which are not admitted to trading on a Regulated Market, or which are not offered to the public, in a Member State of the EEA may be issued under the Programme and may also be listed on an alternative stock exchange or may not be listed at all. The relevant final terms (the “**Final Terms**”) (forms of which are contained herein) in respect of the issue of any *Obligations Foncières* will specify whether or not such *Obligations Foncières* will be admitted to trading and/or offered to the public and, if so, the relevant Regulated Market in the EEA and/or the Member State(s) in the EEA where the *Obligations Foncières* will be offered to the public and will be published, if relevant and if required by any applicable regulation, on the website of the Regulated Market where the admission to trading is sought.

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

Dematerialised *Obligations Foncières* 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* (the “**French Monetary and Financial Code**”). No physical documents of title will be issued in respect of the Dematerialised *Obligations Foncières*.

Dematerialised *Obligations Foncières* may, at the option of the Issuer, be in bearer dematerialised form (*au porteur*) inscribed as from the issue date in the books of Euroclear France (“**Euroclear France**”) (acting as central depository) which shall credit the accounts of Account Holders (as defined in “Terms and Conditions of the *Obligations Foncières* – Form, Denomination, Title and Redenomination”) including Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depository bank for Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”) or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant holder, in either fully registered form (*nominatif pur*), in which case they will be inscribed with a registration agent (appointed 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 holders of *Obligations Foncières*.

Materialised *Obligations Foncières* 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 *Obligations Foncières*. Such Temporary Global Certificate will be exchanged for definitive Materialised *Obligations Foncières* 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 *Obligations Foncières* (subject to postponement as described in “Temporary Global Certificates issued in respect of Bearer Materialised *Obligations Foncières*”) upon certification as to non-U.S. beneficial ownership as more fully described herein.

Temporary Global Certificates will (a) in the case of a Tranche (as defined in the section “Summary of the Programme-Method of Issue”) 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 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).

It is expected that the *Obligations Foncières* issued under the Programme will be rated AAA by Standard & Poor’s Rating Services and Fitch Ratings, and Aaa by Moody’s Investors Services, Inc. The rating will be specified in the relevant Final Terms. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

The final terms of the *Obligations Foncières* will be determined at the time of the offering of each Tranche based on then prevailing market conditions and will be set out in the relevant Final Terms.

Arrangers

Deutsche Bank

Morgan Stanley

Dealers

Barclays Capital

BNP PARIBAS

Commerzbank

Crédit Agricole CIB

Credit Suisse

Deutsche Bank

Dexia Capital Markets

Goldman Sachs International

J.P. Morgan

Morgan Stanley

NATIXIS

Nomura International

Société Générale Corporate & Investment Banking

The Royal Bank of Scotland

UBS Investment Bank

Uni CreditBank

The date of this Base Prospectus is 2 July 2010.

This Base Prospectus is to be read in conjunction with all documents which are incorporated herein by reference in accordance with Article 28 of the European Commission Regulation No. 809/2004 dated 29 April 2004 (see “Documents Incorporated by Reference” below) and may only be used for the purposes for which it has been published.

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 *Obligations Foncières* 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 Arrangers (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 since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Base Prospectus and the offering or sale of the *Obligations Foncières* 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 Arrangers to inform themselves about and to observe any such restriction.

The *Obligations Foncières* have not been and will not be registered under the United States Securities Act of 1933 (the “Securities Act”) or with any securities regulatory authority of any state or other jurisdiction of the United States and the *Obligations Foncières* may include Materialised *Obligations Foncières* in bearer form that are also subject to U.S. tax law requirements. Subject to certain exceptions, *Obligations Foncières* 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 *Obligations Foncières* in bearer form, the U.S. Internal Revenue Code of 1986, as amended (the “U.S. Internal Revenue Code”).

**THE *OBLIGATIONS FONCIERES* ARE BEING OFFERED IN RELIANCE ON REGULATION S.**

The Materialised *Obligations Foncières* 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 U.S. person, except in certain transactions permitted by U.S. tax regulations.

For a description of certain restrictions on offers and sales of *Obligations Foncières* 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 to subscribe for, or purchase, any *Obligations Foncières*.

The Arrangers and the Dealers have not separately verified the information contained in this Base Prospectus. None of the Dealers or the Arrangers 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 nor any other information incorporated by reference are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arrangers or the Dealers that any recipient of this Base Prospectus or any other financial statements or any other information incorporated by reference should purchase the *Obligations Foncières*. Each potential purchaser of *Obligations Foncières* should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of *Obligations Foncières* should be based upon such investigation as it deems necessary. None of the Dealers or the Arrangers undertakes to review the financial condition or affairs of the Issuer during the life of the

arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the *Obligations Foncières* of any information coming to the attention of any of the Dealers or the Arrangers.

In connection with the issue of any Tranche, the Dealer or Dealers (if any) named as the stabilising manager(s) (the “Stabilising Manager(s)”) (or person(s) acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot *Obligations Foncières* or effect transactions with a view to supporting the market price of the *Obligations Foncières* at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or person(s) acting on behalf of a 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 person(s) acting on behalf of any Stabilising Manager(s)) in accordance with applicable laws and rules.

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to “€”, “Euro”, “EUR” or “euro” are to the currency of the participating member states of the European Union which was introduced on 1 January 1999, references to “£”, “GBP”, “pounds sterling” and “Sterling” are to the lawful currency of the United Kingdom references to “\$”, “USD” and “US 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, references to “CHF” and “Swiss francs” are to the lawful currency of the Helvetic Confederation and references to “CAD” and “Canadian Dollars” are to the lawful currency of Canada.

## **PERSON RESPONSIBLE FOR THE INFORMATION SET OUT IN THE BASE PROSPECTUS**

The Issuer accepts responsibility for the information contained in this Base Prospectus. The Issuer declares, having taken all reasonable care to ensure that such is the case, that to the best of the knowledge of the Issuer the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

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La Défense 2  
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92913 La Défense Cedex  
France

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## SUMMARY OF THE PROGRAMME

This summary must be read as an introduction to this Base Prospectus and any decision to invest in the *Obligations Foncières* should be based on a consideration of the Base Prospectus as a whole, including the documents incorporated by reference. Following the implementation of the relevant provisions of Directive 2003/71/EC (the “**Prospectus Directive**”) as supplemented by the European Commission Regulation No. 809/2004 dated 29 April 2004 (the “**Prospectus EU Regulation**”) in each Member State of the European Economic Area, no civil liability will attach to the Issuer on the basis of this summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus. Where a claim relating to the information contained in this Base Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.

### 1-KEY INFORMATION ABOUT *OBLIGATIONS FONCIÈRES* TO BE ISSUED UNDER THE PROGRAMME

<b>Issuer:</b>	Dexia Municipal Agency.
<b>Description:</b>	Euro Medium Term Note Programme for the issue of <i>Obligations Foncières</i> .
<b>Arrangers:</b>	Deutsche Bank AG, Paris Branch and Morgan Stanley & Co. International plc.
<b>Dealers:</b>	Barclays Bank PLC, BNP PARIBAS, Commerzbank Aktiengesellschaft, Crédit Agricole Corporate and Investment Bank, Credit Suisse Securities (Europe) Limited, Deutsche Bank Aktiengesellschaft, Dexia Banque Internationale à Luxembourg, société anonyme (acting under the name of Dexia Capital Markets), Goldman Sachs International, J.P. Morgan Securities Ltd., Morgan Stanley & Co. International plc, Natixis, Nomura International plc, Société Générale, The Royal Bank of Scotland plc, UBS Limited, UniCredit Bank AG.  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 state to lead-manage bond issues in such member state may act (a) as Dealers with respect to non-syndicated issues of <i>Obligations Foncières</i> denominated in euro and (b) as lead manager of issues of <i>Obligations Foncières</i> denominated in euro issued on a syndicated basis.
<b>Programme Limit:</b>	Up to Euro 75,000,000,000 (or its equivalent in other currencies at the date of issue) aggregate nominal amount of <i>Obligations Foncières</i> outstanding at any one time.
<b>Fiscal Agent and Principal Paying Agent:</b>	Dexia Banque Internationale à Luxembourg, société anonyme
<b>Paying Agents:</b>	Dexia Banque Belgium SA RBC Dexia Investor Services Bank France S.A.
<b>Luxembourg Listing Agent:</b>	Dexia Banque Internationale à Luxembourg, société anonyme
<b>Method of Issue:</b>	The <i>Obligations Foncières</i> will be issued on a syndicated or non-syndicated basis. The <i>Obligations Foncières</i> 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 issue date, the issue price and the nominal amount), the *Obligations Foncières* of each Series being intended to be interchangeable with all other *Obligations Foncières* of that Series. Each Series may be issued in tranches (each a “**Tranche**”) on the same or different issue dates. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in a Final Terms to this Base Prospectus (the “**Final Terms**”).

**Maturities:**

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

**Currencies:**

Euro, U.S. Dollars, Japanese yen, Swiss francs, Sterling, Canadian Dollars and in any other currency specified in the relevant Final Terms.

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

The commercial terms and conditions of the *Obligations Foncières* of each Series of *Obligations foncières* will be set out in the applicable Final Terms.

**Denomination:**

The *Obligations Foncières* will be in such denominations as may be specified in the relevant Final Terms.

The *Obligations Foncières* will be issued in such denomination(s) as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each *Obligation Foncière* admitted to trading on a regulated market, or offered to the public, in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive will be €1,000 (or, if the *Obligations Foncières* 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.

*Obligations Foncières* having a maturity of less than one year will constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent.

Dematerialised *Obligations Foncières* shall be issued in one denomination only.

**Use of Proceeds:**

The net proceeds of the issue of the *Obligations Foncières* will be used for the Issuer’s general corporate purposes.

<b>Status of <i>Obligations Foncières</i>:</b>	<p>The <i>Obligations Foncières</i> will constitute direct and unconditional obligations of the Issuer, and, as provided below, benefit from the <i>privilège</i> defined by Article L. 515-19 of the French Monetary and Financial Code.</p> <p>The <i>Obligations Foncières</i> are issued under Articles L. 515-13 to L. 515-33 of the French Monetary and Financial Code. Holders of <i>Obligations Foncières</i> benefit from a <i>privilège</i> (priority right of payment) over all the assets and revenues of the Issuer.</p>
<b>Form of <i>Obligations Foncières</i>:</b>	<p>Dematerialised <i>Obligations Foncières</i> or Materialised <i>Obligations Foncières</i>.</p> <p>Dematerialised <i>Obligations Foncières</i> may be issued in bearer dematerialised form (<i>au porteur</i>) or in registered dematerialised form (<i>au nominatif</i>).</p> <p>Materialised <i>Obligations Foncières</i> will be in bearer form only.</p>
<b>Negative Pledge:</b>	None.
<b>Events of Default (including Cross Default):</b>	None.
<b>Interest:</b>	<p><i>Obligations Foncières</i> 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.</p>
<b>Redemption:</b>	<p>The Final Terms will specify the basis for calculating the redemption amount and, if applicable, the conditions under which the <i>Obligations Foncières</i> may be redeemed prior to maturity at the option of the Issuer or automatically.</p>
<b>Taxation:</b>	<p>1. All payments of principal and interest by or on behalf of the Issuer in respect of the <i>Obligations Foncières</i> 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>2. <i>Obligations Foncières</i> issued on or after 1 March 2010 (except <i>Obligations Foncières</i> that are issued on or after 1 March 2010 and which are to be assimilated to (<i>assimilables</i> for the purpose of French law), and form a single series with, <i>Obligations Foncières</i> issued before 1 March 2010 benefitting from the exemption from withholding tax of Article 131 <i>quater</i> of the French <i>Code général des impôts</i>) fall under the new French withholding tax regime pursuant to the French <i>loi de finances rectificative pour 2009 no. 3</i> (no. 2009-1674 dated 30 December 2009), applicable as from 1 March 2010 (the “<b>Law</b>”). Pursuant to such regime, payments of interest and other revenues made by the Issuer on such <i>Obligations Foncières</i> will not be subject to the withholding tax set out under Article 125 A III of the French <i>Code général des impôts</i> unless such payments are made outside France in a non-cooperative State or territory (<i>Etat ou territoire non coopératif</i>) within the meaning of Article 238-0 A of the French <i>Code general des</i></p>



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

Notwithstanding the foregoing, the Law provides that neither the 50% withholding tax set out under Article 125 A III of the French *Code général des impôts* nor, to the extent the relevant interest or other revenues relate to genuine transactions and are not in an abnormal or exaggerated amount the non-deductibility set out under Article 238 A of the French *Code général des impôts* will apply in respect of a particular issue of *Obligations Foncières* if the Issuer can prove that the principal purpose and effect of such issue of *Obligations Foncières* 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 *Obligations Foncières* will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of *Obligations Foncières*, if such *Obligations Foncières* 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 clearing operations of a central depositary 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 *Obligations Foncières* issued on or after 1 March 2010 and which are to be assimilated to (*assimilables* for the purpose of French law), and form a single series with *Obligations Foncières* issued before 1 March 2010 with the benefit of Article 131 *quater* of the French *Code général des impôts* will 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 *Obligations Foncières* issued on or after 1 March 2010 and which are to be assimilated to (*assimilables* for the purpose of French law), and form a single series with *Obligations Foncières* issued before 1 March 2010 will be subject neither to the non-deductibility set out under Article 238 A of the French *Code général des impôts* nor to the withholding tax set out under Article 119 *bis* 2 of the French *Code général des impôts* solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

Unless otherwise specifically provided in the Final Terms, there will be no grossing up provisions and accordingly no Issuer's tax call option. See "Terms and Conditions of the *Obligations Foncières* – Taxation".

**Central Depositary:**

Euroclear France in respect of Dematerialised *Obligations Foncières*.

**Clearing Systems:**

Euroclear and Clearstream, Luxembourg

**Listing and Admission to trading:**

*Obligations Foncières* of any particular Series may be listed on the official list of the Luxembourg Stock Exchange and be admitted to trading on the Regulated Market or listed on such other or additional stock exchanges as may be specified in the applicable Final Terms, or unlisted. The applicable Final Terms will state whether or not the relevant *Obligations Foncières* are to be listed and, if so, on which stock exchange(s).

**Offer to the public:**

The *Obligations Foncières* may or may not be offered to the public in Luxembourg and/or in any Member State of the European Economic Area, provided that such offer to the public is made in accordance with the public offer selling restrictions under the Prospectus Directive (see "Subscription and Sale").

**Method of Publication of the Final Terms:**

The Final Terms related to *Obligations Foncières* admitted to trading will be published, if relevant on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) or, if required by any applicable regulation, on the website of the Regulated Market where the admission to trading is sought, and copies may be obtained from Dexia Municipal Agency, Tour Dexia, La Défense 2 - 1, passerelle des Reflets, TSA 92202 - 92919 La Défense Cedex, France or through any other means in accordance with the terms of Article 14 of the Prospectus Directive. The Final Terms will indicate where the Base Prospectus may be obtained.

<b>Rating:</b>	<p><i>Obligations Foncières</i> to be issued under the Programme are expected to be rated AAA by Standard &amp; Poor’s Rating Services and Fitch Ratings and Aaa by Moody’s Investors Services, Inc.</p> <p>The rating will be specified in the Final Terms.</p> <p>A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p>
<b>Selling Restrictions:</b>	<p>The offer and sale of <i>Obligations Foncières</i> will be subject to selling restrictions in various jurisdictions, in particular, those of the United States of America, those of France and the United Kingdom (see “Subscription and Sale”). Further restrictions that may apply to a Series of <i>Obligations Foncières</i> will be specified in the applicable Final Terms.</p> <p>The Issuer is Category 1 for the purposes of Regulation S.</p>
<b>Governing Law:</b>	French law.

## 2-KEY INFORMATION ABOUT THE ISSUER

### A. Key information about Dexia Municipal Agency

#### Description:

Dexia Municipal Agency, a *société anonyme à Directoire et Conseil de Surveillance* incorporated under French law, is a *société de crédit foncier*. It is registered as a company under the number Nanterre 421 318 064 (Nanterre *Trade and Companies Register*).

The company was approved by the *Comité des établissements de crédit et des entreprises d’investissement* (the “CECEI”) on 23 July 1999, as *société financière - société de crédit foncier*. This approval became definitive on October 1, 1999. It is governed by the provisions of Articles L. 210-1 and following of the French Code of Commerce, Articles L. 511-1 and following of the French Monetary and Financial Code and Articles L. 515-13 and following of the French Monetary and Financial Code.

Dexia Municipal Agency's registered office is located at Tour Dexia, La Défense 2 - 1, passerelle des Reflets - 92913 La Défense, France (Telephone: +33 1 58 58 77 77).

#### Business Overview:

Dexia Municipal Agency’s exclusive purpose is (in accordance with Article 2 of its by-laws):

- to grant or acquire loans to public sector entities as defined in Article L. 515-15 of the French Monetary and Financial Code as well as assets considered as loans as defined in Article L. 515-16 of the same Code;
- to hold assets defined by decree as replacement assets (*valeurs de remplacement*) ;
- in order to finance the above-mentioned loans, to issue *obligations foncières* benefiting from the *privilège* defined in Article L. 515-19 of the French Monetary and Financial Code and to raise other funds, under issue or subscription contract referring to the *privilège*.

Dexia Municipal Agency may also fund the above-mentioned activities by issuing bonds or other resources of financing that do not benefit from the *privilège* defined in Article L. 515-19 of the French Monetary and Financial Code.

Pursuant to the law of 2 January 1981 facilitating corporate borrowing, Dexia Municipal Agency may assign all the assets it owns, whatever their nature (whether professional or not).

Dexia Municipal Agency is a wholly owned subsidiary of Dexia Credit Local, which is itself a wholly-owned subsidiary of Dexia.

Dexia group is active in three lines of business:

- Public and Wholesale Banking;
- Retail and Commercial Banking and
- Asset Management and Services.

The purpose of Dexia Municipal Agency is to finance public sector commitments generated by the Dexia group by issuing *obligations foncières* and raising other funds benefiting from the *Privilège*, all rated AAA/Aaa/AAA.

On 16 September 1999, Dexia Credit Local issued a document containing a statement of financial support to its subsidiary Dexia Municipal Agency (see “Organizational Structure”).

### **B. Key information concerning selected financial data of Dexia Municipal Agency**

Dexia Municipal Agency decided to publish its annual financial statements according to IFRS (as of 31 December 2009). This publication is voluntary and the reference for the preparation of the financial statements is consistently, in compliance with legislation applicable in France, French generally accepted accounting procedures (French GAAP).

As of 31 March 2010, total assets of Dexia Municipal Agency amounted to 89,056 million euros (IFRS).

Pursuant to Article L. 515-15 of the French Monetary and Financial Code, exposures to public legal persons mentioned in Article L. 515-13 are assets such as loans, or off-balance-sheet exposures to the persons listed below or fully guaranteed by them:

1. Central governments, central banks, public institutions, territorial authorities or groupings thereof, of a Member State of the European Community or a party to the Agreement on the European Economic Area, of the United States of America, of Switzerland, of Japan, of Canada, of Australia or of New Zealand;
2. Central governments or central banks not being Member States of the European Community or parties to the agreement on the European Economic Area, excluding the United States of America, Switzerland, Japan, Canada, Australia or New Zealand, and benefiting from the best credit quality level asset by an external credit assessment organisation recognised by the French *Autorité de contrôle prudentiel* pursuant to Article L. 511-44;
3. European Community, International Monetary Fund, Bank for International Settlements, multilateral development banks, the list of which has been set by decree of the Minister of the Economy, other international organisations and multilateral development banks benefiting from the best credit quality level asset by an external credit assessment organisation recognised by the French *Autorité de contrôle prudentiel* pursuant to Article L. 511-44;
4. Public institutions and territorial authorities or groupings thereof within states not being Member States of the European Community nor parties to the agreement on the European Economic Area, excluding the United States of America, Switzerland, Japan, Canada, Australia or New Zealand, provided exposures to such persons are subject, for the determination of capital adequacy requirements, to the same weighting as that of the claims granted to central governments, central banks or credit institutions, or fully guaranteed by such persons, and benefiting from the best credit quality level asset by an external credit assessment organisation recognised by the French *Autorité de contrôle prudentiel* pursuant to Article L. 511-44;
5. Public institutions and territorial authorities or groupings thereof mentioned in 4 above benefiting from the second-best credit quality level asset by an external credit assessment organisation recognised by the French *Autorité de contrôle prudentiel* pursuant to Article L. 511-44.

Exposures to public legal persons include:

1. Debt securities issued, or fully guaranteed, by one of the public legal persons mentioned in 1 to 5 of I.
2. Monetary claims, including those resulting from a successive performance contract, against the public legal persons referred to in 1 to 5 of I, or fully guaranteed by one or more of such public legal persons;
3. Debt deriving from leasing contracts or equivalent contracts to which a public legal person referred to in 1 to 5 of I is party in the capacity of lessee or tenant, or debt deriving from leasing contracts or equivalent contracts fully guaranteed by one or more of those public legal persons. Real estate credit companies that acquire debts resulting from a leasing contract may also acquire all or part of the debt that results from the sale of the leased property.

As of 31 March 2010, shareholders' equity excluding general banking risks reserve and regulated amounted to 1,008 million euros (IFRS).

At the same date, debt securities in the form of *obligations foncières* and other resources benefiting from the *privilège* totaled 66,0 billion euros (accrued interest excluded) on the balance sheet (corresponding to 66,2 billion euros in swapped value (accrued interest non included). Cash collateral received in accordance with hedging derivatives contracts, that benefit from the same privilege as obligations foncières, amounted to 1,4 billion euros. The financing provided by Dexia Credit Local totaled 10,8 billion euros.

### 3-RISK FACTORS

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

Factors that may have an impact on the Issuer can be summarised as follows:

- Credit risk (i) on assets held by Dexia Municipal Agency and (ii) on bank counterparties of Dexia Municipal Agency in hedging operations;
- Interest risk;
- Liquidity risk;
- Other Market risks;
- Risk linked to compliance with the coverage ratio; and
- Operational risks linked to information systems.

#### **B. Risk factors relating to the *Obligations Foncières* to be issued under the Programme**

In addition, there are certain factors that are specific to the *Obligations Foncières* to be issued under the Programme.

An investment in the *Obligations Foncières* involves certain risks which are material for the purpose of assessing the market risks associated with *Obligations Foncières* issued under the Programme. While all of these risk factors are contingencies which may or may not occur, potential investors should be aware that the risks involved with investing in the *Obligations Foncières* may lead to volatility and/or a decrease in the market value of the relevant Tranche of *Obligations Foncières* whereby the market value falls short of the expectations (financial or otherwise) of an investor who has made an investment in such *Obligations Foncières*.

However, each prospective investor in *Obligations Foncières* must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the *Obligations Foncières* is fully consistent with its financial needs, objectives and conditions, 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 *Obligations Foncières*.

*These risk factors are more detailed in the section headed “Risk factors” of this Base Prospectus.*

## RISK FACTORS

*Prospective purchasers of the Obligations Foncières offered hereby should consider carefully, in light of their financial circumstances and investment objectives, all of the information in this Base Prospectus and, in particular, the risk factors set forth below in making an investment decision.*

### RISK FACTORS RELATING TO THE ISSUER

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

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

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Obligations Foncières issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Obligations Foncières may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Obligations Foncières are exhaustive. The risks described below are not the only risks the Issuer faces. Additional risks and uncertainties not currently known to the Issuer or that it currently believes to be immaterial could also have a material impact on its business operations. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any document deemed to be incorporated by reference herein) and the applicable Final Terms and reach their own views in light of their financial circumstances and investment objectives prior to making any investment decision. In particular, investors should make their own assessment as to the risks associated with the Obligations Foncières prior to investing in Obligations Foncières issued under the Programme.*

*These Risk Factors may be completed in the Final Terms of the relevant Obligations Foncières for a particular issue of Obligations Foncières.*

#### 1. Credit risk on assets

The risk of default, which is a component of credit risk, is very low on the assets of Dexia MA, which are comprised of commitments on public sector entities or entities they have guaranteed, as defined in articles L.515-15 and following of the French Monetary and Financial Code. The credit quality of the assets and related controls of commitments is reflected in the low level of non-performing commitments and provisions. The great majority of these assets come from the commercial activities of Dexia group entities in the public sector financing activities. When new assets are transferred or allocated to Dexia Municipal Agency's balance sheet, eligibility is verified at two successive levels for both French and non-French assets.

Replacement assets are defined in Articles L. 515-17 and R. 515-7 of the French Monetary and Financial Code describing different types of exposures on credit institutions or investment firms benefiting from the *meilleur échelon de qualité de crédit* (Step 1) assigned by an external rating agency recognised by the *Autorité de contrôle prudentiel* pursuant to Article L. 511-44 of the French Monetary and Financial Code. The total amount of such replacement assets shall not exceed 15% of the nominal amount of *obligations foncières* and other resources benefiting of the *privilège*. The replacement assets, like all company's assets, are managed so as not to incur any interest rate risks

Credit risk on assets is overseen by the risk management and permanent control department, which analyses risks and synthesizes analyses by foreign subsidiaries applying Dexia group methods. This unit produces an internal rating and sets a commitment ceiling.

## **2. Credit risk on bank counterparties**

For Dexia Municipal Agency, bank counterparty risk concerns, on the one hand, securities issued by banks recorded as replacement assets (covered bonds, a category of assets that presents a very low risk), and on the other, counterparties in hedging operations with which the company has signed ISDA or FBF (French banking association) master agreements that meet rating agencies standards for *sociétés de crédit foncier*. Only counterparties with a certain rating are admitted.

## **3. Interest rate risk**

Dexia Municipal Agency can only enter into derivative instruments pursuant to a hedging strategy, either micro- or macro-hedges.

Dexia Municipal Agency uses micro and macro interest rate swaps to hedge general interest rate risk. The goal of Dexia Municipal Agency is to neutralise interest rate risk as much as possible from an operating standpoint.

## **4. Liquidity risk**

The liquidity risk can be defined as the risk that Dexia MA may not settle its privileged debt commitments at the due date owing to the fact that there is too great a gap between the date of reimbursement of the assets and that of the privileged resources. To manage this risk, Dexia MA has put a ceiling on its transformation capacity by limiting to three years the maximum duration gap between the assets and the resources benefiting from the privilege. This rule enables it to limit the volume of its liquidity needs. From a structural point of view, Dexia MA is therefore not very exposed to the liquidity risk.

In order to meet its liquidity needs, Dexia MA may first of all make use of the backing of its parent company Dexia Credit Local, which has committed in its “declaration of support” (the full text is incorporated into the EMTN programme and Dexia MA’s annual report) so that Dexia MA “has the financial resources it needs to meet its obligations.” This support from Dexia Credit Local takes the form of a current account, in an unlimited amount, and a firm and irrevocable commitment to make available to Dexia MA the funds it requires to reimburse obligations foncières that reach maturity in the coming 12 months on a sliding scale.

In addition, Dexia MA has its own solid resources that enable it to cover its temporary liquidity needs. Because of the nature of the assets that make up its cover pool, Dexia MA has a large number of assets that are directly eligible for refinancing by the Central Bank, so that its liquidity needs are easily covered, even in the event of the default of its parent company, since any legal proceedings engaged for the bankruptcy or liquidation of its parent company cannot be extended to Dexia MA (article L.515-21 of the Monetary and Financial Code).

Since it is a credit institution, Dexia MA can mobilize these eligible assets:

- either by using, in its own name, the refinancing possibilities offered by the European Central Bank via the Banque de France;
- or by using interbank financing in the form of repurchase agreements.

## **5. Other Market risks**

Market risks are among those that are not compatible with Dexia Municipal Agency’s balance sheet.

The sole other market risk might come from a foreign exchange risk. Dexia Municipal Agency’s management policy is to take no foreign exchange risks. Assets and liabilities originally in foreign currencies are swapped against euros when they are acquired.



## **6. Compliance with the coverage ratio**

The coverage ratio is the ratio between the assets and the resources benefiting from the *Privilège*. According to Article L. 515-20 of the French Monetary and Financial Code, “the total amount of assets of *sociétés de crédit foncier* must be greater than the amount of liabilities benefiting from the *Privilège*”. Calculation of the coverage ratio is set out in Regulation 99-10 of the *Comité de la Réglementation Bancaire et Financière* (the “**CRBF**”). The ratio’s denominator (Article 8) “is comprised of *obligations foncières* and other resources benefiting from the *Privilège*”. The ratio’s numerator (Article 9) “is made up of the assets”, weighted to reflect their category. In the case of Dexia Municipal Agency, since the loans are granted to public sector entities or guaranteed by them, they are accounted for at their historical cost (100% weighting).

Pursuant to Regulation 99-10 of the CRBF, Dexia Municipal Agency constantly complies with the conditions of the ratio of asset coverage of resources benefiting from the *Privilège*. The specific controller has access to information that allows confirmation of each issue’s compliance with the coverage ratio. As a security measure, Dexia Municipal Agency has announced that it would maintain At least a coverage ratio of 105% (the legal minimum is 100%).

## **7. Operational risks involving information systems**

The security of Dexia Municipal Agency’s information systems is managed within Dexia Credit Local. A security policy has been defined, including directives and operating procedures broken down by risk sector: physical security, security of system access control, security of data bases and applications, security of continued operation.

## **RISK FACTORS RELATING TO THE *OBLIGATIONS FONCIÈRES***

*The following paragraphs describe some risk factors that are material to the Obligations Foncières to be offered and/or admitted to trading in order to assess the market risk associated with these Obligations Foncières. They do not describe all the risks of an investment in the Obligations Foncières. Prospective investors should consult their own financial and legal advisers about risks associated with investment in a particular Series of Obligations Foncières and the suitability of investing in the Obligations Foncières in light of their particular circumstances. These risk factors may be supplemented in the Final Terms of the relevant Obligations Foncières for a particular issue of Obligations Foncières.*

### **1. GENERAL RISKS RELATING TO THE *OBLIGATIONS FONCIÈRES***

#### **1.1 Independent Review and Advice**

Each prospective investor of *Obligations Foncières* must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the *Obligations Foncières* 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 *Obligations Foncières*.

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

#### **1.2 Potential Conflicts of Interest**

Potential conflicts of interest may arise between the calculation agent, if any, for a Tranche of *Obligations Foncières* and the Holders of *Obligations Foncières*, including with respect to certain discretionary determinations

and judgements that such calculation agent may make pursuant to the Terms and Conditions that may influence the amount receivable upon redemption of the *Obligations Foncières*.

### **1.3 Legality of Purchase**

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

### **1.4 Modification, waivers and substitution**

The conditions of the *Obligations Foncières* contain provisions for calling general meetings of Holders of *Obligations Foncières* to consider matters affecting their interests generally. These provisions permit defined majorities to bind all including Holders of *Obligations Foncières* who did not attend and vote at the relevant general meeting and Holders of *Obligations Foncières* who voted in a manner contrary to the majority.

### **1.5 Taxation**

Potential purchasers and sellers of the *Obligations Foncières* 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 *Obligations Foncières* are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for innovative financial obligations such as the *Obligations Foncières*. 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 *Obligations Foncières*. 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.

### **1.6 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 its jurisdiction to 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 (see "Taxation-EU Taxation").

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 approved an amended version of this proposal on 24 April 2009. If any of those proposed changes are made in relation to the Directive, they may amend or broaden the scope of the requirements described above. 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 *Obligation Foncière* 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.

### **1.7 Withholding Taxes - No gross-up obligation**

If French law should require that any payments in respect of any *Obligation Foncière* be subject to deduction or withholding in respect of any taxes or duties whatsoever, the Issuer will not pay any additional amounts, unless

otherwise provided in the relevant Final Terms, in respect of any such deduction or withholding. Therefore, the corresponding risk shall be borne by the holders of *Obligations Foncières* or, if applicable, the Receiptholders and the Couponholders.

### **1.8 Change of Law**

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

### **1.9 Currency risk**

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

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

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

*Obligations Foncières* to be issued under the Programme are expected to be rated AAA by Standard & Poor's Rating Services and Fitch Ratings and Aaa by Moody's Investors Services, Inc.

### **1.11 Market Value of the *Obligations Foncières***

The market value of the *Obligations Foncières* will be affected by the creditworthiness of the Issuer and a number of additional factors, including the value of the index, including, but not limited to, the volatility of the 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 *Obligations Foncières* 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 Regulated Markets or stock exchanges on which the *Obligations Foncières*, the securities taken up in the index, or the index are traded. The price at which a holder of *Obligations Foncières* will be able to sell the *Obligations Foncières* 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 an index should not be taken as an indication of an index's future performance during the term of any *Obligation Foncière*.

## **2. RISKS RELATED TO THE STRUCTURE OF A PARTICULAR ISSUE OF *OBLIGATIONS FONCIÈRES***

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

## **2.1 Obligations Foncières subject to optional redemption by the Issuer**

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

## **2.2 Fixed Rate Obligations Foncières**

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

## **2.3 Floating Rate Obligations Foncières**

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

## **2.4 Inverse Floating Rate Obligations Foncières**

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

## **2.5 Fixed to Floating Rate Obligations Foncières**

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

## **2.6 Obligations Foncières issued at a substantial discount or premium**

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

## **2.7 Index-Linked *Obligations Foncières***

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

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

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

## **2.8 Partly-paid *Obligations Foncières***

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

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

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

## **2.10 Structured *Obligations Foncières***

An investment in *Obligations Foncières*, 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 *Obligation Foncière*.

## DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the audited annual financial statements and audit reports for the financial years ended 31 December 2008 and 2009 of the Issuer which have been previously published or are published simultaneously with this Base Prospectus and filed with the *Commission de surveillance du secteur financier* in Luxembourg and shall be incorporated in, and form part of, this Base Prospectus, save that any statement contained in a document which is 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.

All documents incorporated by reference in this Base Prospectus may be obtained, free of charge, at the offices of each Paying Agent set out at the end of this Base Prospectus during normal business hours so long as any of the *Obligations Foncières* are outstanding.

The Annual Reports in English language relating to Dexia Municipal Agency, incorporating its audited annual accounts for each of the periods ended 31 December 2008 and 2009 (respectively the “**2008 Annual Report**” and the “**2009 Annual Report**”), filed with the *Commission de surveillance du secteur financier* in Luxembourg are incorporated herein by reference. Copies of these Annual Reports are available without charge on request at the principal office of Dexia Municipal Agency and the Listing Agent set out at the end of this Base Prospectus.

The interim financial statements for the three-month period ended 31 March 2010, which have been submitted to a limited review by the auditors and filed with the *Commission de surveillance du secteur financier* in Luxembourg, are incorporated herein by reference. Copies of these accounts are available without charge on request at the principal office of Dexia Municipal Agency and the Listing Agent set out at the end of this Base Prospectus.

This Base Prospectus and the documents incorporated by reference in this Base Prospectus are available for viewing on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

### CROSS-REFERENCE LIST

The financial information relating to the Issuer incorporated by reference in this Base Prospectus as mentioned above shall be read in connection with the cross-reference list as set out below. Any information not listed in the cross-reference list but included in the documents incorporated by reference is given for information purposes only.

Annex 11.11	Interim Financial Statements as at 31 March 2010	Annual Report 2009	Annual Report 2008
<b>FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</b>			
<b>A11.11.1. <u>Historical Financial Information</u></b>	<del> </del>	<del> </del>	<del> </del>
– the IFRS balance sheet;		Page 34	Page 30
– the French GAAP balance sheet		Pages 68 to 69	Pages 69 to 70
– the IFRS income statement;		Page 35	Page 31
– the French GAAP income statement		Page 70	Page 71

<b>Annex 11.11</b> <b>FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</b>	<b>Interim Financial Statements as at 31 March 2010</b>	<b>Annual Report 2009</b>	<b>Annual Report 2008</b>
<ul style="list-style-type: none"> <li>- in the case of an admission of securities to trading on a regulated market only, a IFRS cash flow statement;</li> <li>- in the case of an admission of securities to trading on a regulated market only, a French GAAP cash flow statement</li> </ul>		Page 37  Page 72	Page 33  Page 73
<ul style="list-style-type: none"> <li>- the accounting policies and IFRS explanatory notes;</li> <li>- the accounting policies and French GAAP explanatory notes;</li> </ul>		Pages 38 to 65  Pages 73 to 88	Pages 34 to 66  Pages 74 to 90
<ul style="list-style-type: none"> <li>- the management report;</li> </ul>		Pages 4 to 33	Pages 4 to 29
<b>A11.11.3     <u>Auditing of historical annual financial information</u></b>	X	X	X
<b>A11.11.3.1.</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.		IFRS Auditors' reports Pages 66 to 67  French GAAP Auditors' reports Pages 89 to 90	IFRS Auditors' reports Pages 67 to 68  French GAAP Auditors' reports Pages 91 to 92
<b>A11.11.3.2.</b> An indication of other information in the registration document which has been audited by the auditors.		Page 125	Page 118
<b>A11.11.5.     <u>Interim and other financial information</u></b>	X	X	X
<b>A11.11.5.1.</b> If the issuer has published quarterly or half yearly financial information since the date of its last audited financial statements, these must be included in the registration document. If the quarterly or half yearly financial information has been reviewed or audited the audit or review report must also be included. If the quarterly or half yearly financial information is unaudited or has not been reviewed state that fact. <ul style="list-style-type: none"> <li>- Management-Report;</li> <li>- Tables and Notes;</li> <li>- Auditors' review reports.</li> </ul>		Pages 2 to 22  Pages 24 to 52  Pages 53 to 54	

## SUPPLEMENT TO THE BASE PROSPECTUS

If at any time Dexia Municipal Agency shall be required to prepare a supplement to the Base Prospectus pursuant to the provisions of the *loi relative aux prospectus pour valeurs mobilières* in Luxembourg implementing Article 16 of the Prospectus Directive 2003/71/EC, because of the occurrence or disclosure at any time during the duration of the Programme of a significant new factor, material mistake or inaccuracy or omission relating to the information included in this Base Prospectus, Dexia Municipal Agency undertakes, *inter alia*, to the Dealers, and the *Commission de surveillance du secteur financier* in Luxembourg and to the Luxembourg Stock Exchange to prepare and make available an appropriate supplement to this Base Prospectus or a restated Base Prospectus, which in respect of any subsequent issue of *Obligations Foncières* to be admitted to trading on the Luxembourg Stock Exchange or on a Regulated Market of a Member State of the European Economic Area or to be offered to the public in Luxembourg or in any Member State of the European Economic Area, shall constitute a supplement to the Base Prospectus for the purpose of the relevant provisions of the *loi relative aux Prospectus pour valeurs mobilières*.

Dexia Municipal Agency shall submit such supplement or restated Base Prospectus to the *Commission de surveillance du secteur financier* in Luxembourg for approval and supply each Dealer and the *Commission de surveillance du secteur financier* in Luxembourg and the Luxembourg Stock Exchange with such number of copies of such amendment or supplement as may reasonably be requested. All documents prepared in connection with the listing approval of the Programme will be published in accordance with the Prospectus Directive 2003/71/EC and will be available at the specified office of the Paying Agent in Luxembourg.



## GENERAL DESCRIPTION OF THE PROGRAMME

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

<b>Issuer:</b>	Dexia Municipal Agency (a <i>société anonyme à Directoire et à Conseil de Surveillance</i> incorporated under French law)
<b>Description:</b>	Euro Medium Term <i>Obligation Foncière</i> Programme for the continuous offer of <i>Obligations Foncières</i> (the “ <b>Programme</b> ”)
<b>Arrangers:</b>	Deutsche Bank AG, Paris Branch and Morgan Stanley & Co. International plc
<b>Dealers:</b>	Barclays Bank PLC BNP PARIBAS Commerzbank Aktiengesellschaft Crédit Agricole Corporate and Investment Bank Credit Suisse Securities (Europe) Limited Deutsche Bank Aktiengesellschaft Dexia Banque Internationale à Luxembourg, société anonyme (acting under the name of Dexia Capital Markets) Goldman Sachs International J.P. Morgan Securities Ltd. Morgan Stanley & Co. International plc Natixis Nomura International plc Société Générale The Royal Bank of Scotland plc UBS Limited UniCredit Bank AG
	<p>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 “<b>Permanent Dealers</b>” 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 “<b>Dealers</b>” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.</p> <p>At the date of this Base Prospectus, only credit institutions and investment firms incorporated in a member state of the European Union (“<b>EU</b>”) and which are authorised by the relevant authority of such member home state to lead-manage bond issues in such member state may act (a) as Dealers with respect to non-syndicated issues of <i>Obligations Foncières</i> denominated in euro and (b) as lead manager of issues of <i>Obligations Foncières</i> denominated in euro issued on a syndicated basis.</p>
<b>Programme Limit:</b>	Up to Euro 75,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of <i>Obligations Foncières</i> outstanding at any one time.

<b>Luxembourg Listing Agent:</b>	Dexia Banque Internationale à Luxembourg, société anonyme 69, route d'Esch L-1470 Luxembourg Grand-Duchy of Luxembourg
<b>Fiscal Agent and Principal Paying Agent:</b>	Dexia Banque Internationale à Luxembourg, société anonyme
<b>Paying Agents:</b>	Dexia Banque Belgium SA RBC Dexia Investor Services Bank France S.A.
<b>Method of Issue:</b>	The <i>Obligations Foncières</i> will be issued on a syndicated or non-syndicated basis. The <i>Obligations Foncières</i> will be issued in series (each a “ <b>Series</b> ”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the <i>Obligations Foncières</i> of each Series being intended to be interchangeable with all other <i>Obligations Foncières</i> of that Series. Each Series may be issued in tranches (each a “ <b>Tranche</b> ”) on the same or different issue dates. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in a Final Terms to this Base Prospectus (the “ <b>Final Terms</b> ”).
<b>Maturities:</b>	Subject to compliance with all relevant laws, regulations and directives, any maturity from one month from the date of original issue.
<b>Currencies:</b>	Subject to compliance with all relevant laws, regulations and directives, <i>Obligations Foncières</i> may be issued in Euro, U.S. Dollars, Japanese yen, Swiss francs, Sterling, Canadian Dollars and in any other currency agreed between the Issuer and the relevant Dealers.
<b>Denomination:</b>	The <i>Obligations Foncières</i> will be in such denominations as may be specified in the relevant Final Terms.  The <i>Obligations Foncières</i> will be issued in such denomination(s) as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each <i>Obligation Foncière</i> admitted to trading on a regulated market, or offered to the public, in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive will be €1,000 (or, if the <i>Obligations Foncières</i> 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.  <i>Obligations Foncières</i> having a maturity of less than one year will constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional

investors and have a denomination of at least £100,000 or its equivalent.

Dematerialised *Obligations Foncières* shall be issued in one denomination only.

**Status of *Obligations Foncières*:**

The *Obligations Foncières* will constitute direct and unconditional obligations of the Issuer, and, as provided below, benefit from the *Privilège*, as described in “Terms and Conditions of the *Obligations Foncières* - Status”.

The *Obligations Foncières* are issued pursuant to Articles L. 515-13 to L. 515-33 of the French Monetary and Financial Code. Holders of *obligations foncières* benefit from a *privilège* (priority right of payment) over all the assets and revenues of the Issuer See “Terms and Conditions of the *Obligations Foncières* - *Privilège*” and “Summary of the legal *Privilège* granted by the Law”.

**Use of Proceeds:**

The net proceeds of the issue of the *Obligations Foncières* will be used for the Issuer’s general corporate purposes.

**Negative Pledge:**

None.

**Events of Default (including Cross Default):**

None.

**Redemption:**

The relevant Final Terms will specify the basis for calculating the redemption amounts payable.

**Optional Redemption:**

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

**Redemption by Instalments:**

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

**Interest Periods and Interest Rates:**

The length of the interest periods for the *Obligations Foncières* and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. *Obligations Foncières* may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the *Obligations Foncières* 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 *Obligations Foncières*:**

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

**Floating Rate *Obligations Foncières*:**

Floating Rate *Obligations Foncières* 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 governed by an agreement incorporating the 2006 ISDA Definitions published by the International Swaps and

Derivatives Association, Inc., or

- (ii) by reference to LIBOR, LIBID, LIMEAN or EURIBOR (or such other benchmark as may be specified in the relevant Final Terms), or as otherwise provided 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 Obligations  
Foncières:**

Zero Coupon *Obligations Foncières* may be issued at their nominal amount or at a discount to it and will not bear interest.

**Dual Currency Obligations  
Foncières:**

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

**Index Linked Obligations  
Foncières:**

Payments of principal in respect of Index Linked Redemption *Obligations Foncières* or of interest in respect of Index Linked Interest *Obligations Foncières* will be calculated by reference to such index and/or formula as may be specified in the relevant Final Terms. Index Linked *Obligations Foncières* will be issued in accordance with the applicable provisions of French law and the Issuer's *statuts* from time to time.

**Other Obligations Foncières:**

Terms applicable to high interest *Obligations Foncières*, low interest *Obligations Foncières*, step-up *Obligations Foncières*, step-down *Obligations Foncières*, reverse dual currency *Obligations Foncières*, optional dual currency *Obligations Foncières*, partly paid *Obligations Foncières* and any other type of *Obligations Foncières* 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:**

*Obligations Foncières* issued in the currency of any Member State of the EU which participates in the single currency of the EMU may be redenominated into Euro, all as more fully provided in "Terms and Conditions of the *Obligations Foncières* - Form, Denomination, Title and Redenomination(s)" below.

**Consolidation:**

*Obligations Foncières* of one Series may be consolidated with *Obligations Foncières* of another Series as more fully provided in "Terms and Conditions of the *Obligations Foncières* - Further Issues and Consolidation".

**Form of Obligations Foncières:**

*Obligations Foncières* may be issued in either dematerialised form ("**Dematerialised Obligations Foncières**") or in materialised form ("**Materialised Obligations Foncières**").

Dematerialised *Obligations Foncières* 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 holder, in either *au nominatif pur* or *au nominatif administré* form. No physical documents of title will be issued in respect of Dematerialised *Obligations Foncières*. See "Terms and Conditions of the *Obligations Foncières* - Form, Denomination, Title and Redomination".

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

**Governing Law:**

French law.

**Central Depository:**

Euroclear France in respect of Dematerialised *Obligations Foncières*.

**Clearing Systems:**

In relation to Materialised *Obligations Foncières*, Clearstream, Luxembourg and Euroclear or any other clearing system that may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer.

**Initial Delivery of Dematerialised Obligations Foncières:**

No later than one Paris business day before the issue date of each Tranche of Dematerialised *Obligations Foncières*, the *lettre comptable* relating to such Tranche shall be deposited with Euroclear France as Central Depository.

**Initial Delivery of Materialised Obligations Foncières:**

On or before the issue date for each Tranche of Bearer Materialised *Obligations Foncières*, the Temporary Global Certificate issued in respect of such Tranche shall be deposited with a common depository for Euroclear and Clearstream, Luxembourg or with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer.

**Issue Price:**

*Obligations Foncières* may be issued at their nominal amount or at a discount or premium to their nominal amount. Partly Paid *Obligations Foncières* may be issued, the issue price of which will be payable in two or more instalments.

**Taxation:**

1. All payments of principal and interest by or on behalf of the Issuer in respect of the *Obligations Foncières* 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. *Obligations Foncières* issued on or after 1 March 2010 (except *Obligations Foncières* that are issued on or after 1 March 2010 and which are to be assimilated to (*assimilables* for the purpose of French law), and form a single series with, *Obligations Foncières* issued before 1 March 2010 benefitting from the exemption from withholding tax 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 no. 3* (no. 2009-1674 dated 30 December 2009), applicable as from 1 March 2010 (the “**Law**”). Pursuant to such regime, payments of interest and other revenues made by the Issuer on such *Obligations Foncières* 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 *Obligations Foncières* 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 an applicable double tax treaty) by virtue of Article 125 A III of the French *Code général des impôts*.

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

Notwithstanding the foregoing, the Law provides that neither the 50% withholding tax set out under Article 125 A III of the French *Code général des impôts* nor to the extent the relevant interest or other revenues relate to genuine transactions and are not in an abnormal or exaggerated amount the non-deductibility set out under Article 238 A of the French *Code général des impôts* will apply in respect of a particular issue of *Obligations Foncières* if the Issuer can prove that the principal purpose and effect of such issue of *Obligations Foncières* 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 *Obligations Foncières* will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of *Obligations Foncières*, if such *Obligations Foncières* 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 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.

3. Interest and other revenues on *Obligations Foncières* issued on or after 1 March 2010 and which are to be assimilated to (*assimilables* for the purpose of French law), and form a single series with, *Obligations Foncières* issued before 1 March 2010 with the benefit of Article 131 *quater* of the French *Code général des impôts* will 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 *Obligations Foncières* issued on or after 1 March 2010 and which are to be assimilated to (*assimilables* for the purpose of French law), and form a single series with, *Obligations Foncières* issued before 1 March 2010 will be subject neither to the non-deductibility set out under Article 238 A of the French *Code général des impôts* nor to the withholding tax set out under Article 119 *bis* 2 of the French *Code général des impôts* solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

Unless otherwise specifically provided in the Final Terms, there will be no grossing up provisions and accordingly no Issuer's tax call option. See "Terms and Conditions of the *Obligations Foncières* – Taxation".

**Listing and Admission to trading:**

*Obligations Foncières* of any particular Series may be listed on the official list of the Luxembourg Stock Exchange and be admitted to trading on the Regulated Market or listed on such other or additional stock exchanges as may be specified in the applicable Final Terms, or unlisted. The applicable Final Terms will state whether or not the relevant *Obligations Foncières* are to be listed and, if so, on which stock exchange(s).

**Offer to the public:**

The *Obligations Foncières* may or may not be offered to the public in Luxembourg and/or in any Member State of the European Economic Area, provided that such offer to the public is made in accordance with the public offer selling restrictions under the Prospectus Directive (see "Subscription and Sale").

**Method of Publication of the Final Terms:**

The Final Terms related to *Obligations Foncières* admitted to trading will be published, if relevant on the website of the Luxembourg Stock Exchange, and copies may be obtained from Dexia Municipal Agency, Tour Dexia, La Défense 2 - 1, passerelle des Reflets, TSA 92202 - 92919 La Défense Cedex, France or through any other means in accordance with the terms of Article 14 of the Prospectus Directive. The Final Terms will indicate where the Base Prospectus may be obtained.

**Rating:**

*Obligations Foncières* to be issued under the Programme are expected to be rated AAA by Standard & Poor's Rating Services and Fitch

Ratings and Aaa by Moody's Investors Services, Inc.

The rating will be specified in the relevant Final Terms.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

**Selling Restrictions:**

There are restrictions on the sale of *Obligations Foncières* 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. See "Subscription and Sale".

The Issuer is Category 1 for the purposes of Regulation S.

Materialised *Obligations Foncières* 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 *Obligations Foncières* are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (the "**C Rules**") or (ii) such Materialised *Obligations Foncières* are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the *Obligations Foncières* 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 *OBLIGATIONS FONCIÈRES*

The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of the relevant Part A of the Final Terms, shall be applicable to the *Obligations Foncières*. In the case of Dematerialised *Obligations Foncières* the text of the terms and conditions will not be endorsed on physical documents of title but will be constituted by the following text as completed, amended or varied by the relevant Part A of the Final Terms. In the case of Materialised *Obligations Foncières*, 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 Bearer Materialised *Obligations Foncières*. 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 “**Obligations Foncières**” are to the *Obligations Foncières* of one Series only, not to all *Obligations Foncières* that may be issued under the Programme.

An amended and restated agency agreement dated 2 July 2010 has been agreed between the Dexia Municipal Agency (the “**Issuer**”, Dexia Banque Internationale à Luxembourg, société anonyme 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)**”.

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

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

### 1 **Form, Denomination, Title and Redenomination**

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

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

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

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

- (ii) Materialised *Obligations Foncières* are issued in bearer form (“**Bearer Materialised Obligations Foncières**”). Definitive Bearer Materialised *Obligations Foncières* 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 *Obligations Foncières* 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 *Obligations Foncières* are issued with one or more receipts (the “**Receipts**”) attached.

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

- (b) **Denomination:** *Obligations Foncières* shall be issued in the Specified Denomination(s) as set out in the relevant Final Terms (the “**Specified Denomination**”) save that the minimum denomination of each *Obligation Foncière* admitted to trading on a Regulated Market, or offered to the public, in a Member State of the EEA in circumstances which require the publication of a prospectus under the Prospectus Directive will be €1,000 (or, if the *Obligations Foncières* 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 *Obligations Foncières* shall be issued in one Specified Denomination only.

*Obligations Foncières* having a maturity of less than one year will constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent.

- (c) **Title:**

- (i) Title to Dematerialised *Obligations Foncières* in bearer dematerialised form (*au porteur*) and in administered registered form (*au nominatif administré*) shall pass upon, and transfer of such *Obligations Foncières* shall only be effected through, registration of the transfer in the accounts of Account Holders. Title to Dematerialised *Obligations Foncières* in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such *Obligations Foncières* shall only be effected through, registration of the transfer in the accounts of the Issuer or the Registration Agent.
- (ii) Title to definitive Bearer Materialised *Obligations Foncières* and the Receipts, Coupons and Talons 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 *Obligation Foncière*, 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 Obligations Foncières**”, means (i) in the case of Dematerialised *Obligations Foncières*, 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 *Obligations Foncières* and (ii) in the case of Materialised *Obligations Foncières*, the bearer of any definitive Bearer Materialised *Obligation Foncière* 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 *Obligations Foncières*.

(d) **Redenomination:**

- (i) The Issuer may (unless otherwise specified in the Final Terms), on any Interest Payment Date, without the consent of the holder of any *Obligation Foncière*, 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 *Obligations Foncières* are denominated has become a participating Member State in the third stage (or any further stage) 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 *Obligations Foncières* 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 *Obligations Foncières* pursuant to Condition 1(d)(i) shall be made by converting the principal amount of each *Obligation Foncière* from the relevant national currency into Euro using the fixed relevant national currency Euro conversion rate established by the Council of the European Union pursuant to applicable regulations 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 *Obligation Foncière* using the fixed relevant national currency Euro conversion rate shall be rounded down to the nearest Euro. The Euro denominations of the *Obligations Foncières* so determined shall be notified to holders of *Obligations Foncières* 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 Euros on the Redenomination Date in the manner notified to holders of *Obligations Foncières* by the Issuer.
- (iii) Upon redenomination of the *Obligations Foncières*, 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 *Obligation Foncière*, 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 *Obligations Foncières*, Receipts, Coupons and Talons and shall be notified to holders of *Obligations Foncières* 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 *Obligation Foncière*, 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 Euros or any currency conversion or rounding effected in connection therewith.

## 2 Conversions and Exchanges of *Obligations Foncières*

### (a) Dematerialised *Obligations Foncières*

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

### (b) Materialised *Obligations Foncières*

Bearer Materialised *Obligations Foncières* of one Specified Denomination may not be exchanged for Bearer Materialised *Obligations Foncières* of another Specified Denomination.

## 3 Status

The *Obligations Foncières* and, where applicable, any Receipts and Coupons relating to them constitute direct, unconditional and, pursuant to the provisions of Condition 4, privileged obligations of the Issuer and rank and will rank *pari passu* and without any preference among themselves and equally and rateably with all other present or future *obligations foncières* of the Issuer (including the *Obligations Foncières* of all other Series) and other resources raised by the Issuer benefiting from the *privilège* (the “*Privilège*”) referred to in Article L. 515-19 of the French Monetary and Financial Code as described in Condition 4.

## 4 *Privilège*

- (a) The *Obligations Foncières* benefit from the *Privilège* (priority right of payment) pursuant to Article L. 515-19 of the French Monetary and Financial Code.
- (b) In accordance with Article L. 515-19, all sums payable to the Issuer in respect of loans, assimilated receivables, exposures or securities referred to in Articles L. 515-14 to L. 515-17 of the French Monetary and Financial Code and the forward financial instruments referred to in Article L. 515-18 (in each case after any applicable netting), together with the claims in respect of deposits made by the Issuer with credit institutions, are allocated in priority to the payment of any sums due in respect of *obligations foncières* (including the *Obligations Foncières*) issued by the Issuer and other resources raised by the Issuer pursuant to issue or subscription contracts referring to the *Privilège*.

It should be noted that, in addition to *Obligations Foncières* and other resources raised by the Issuer pursuant to issue or subscription contracts referring to the *Privilège*, derivative transactions used for hedging are also benefiting from the *Privilège* under the condition of Article L. 515-18 of the French Monetary and Financial Code.

- (c) Article L. 515-19 of the French Monetary and Financial Code provides that, notwithstanding any legislative provisions to the contrary and in particular those contained in the French Code of Commerce (relating to conciliation (*conciliation*), preservation (*sauvegarde*), judicial reorganisation (*redressement judiciaire*) and judicial liquidation (*liquidation judiciaire*)), the amounts due regularly under *obligations foncières* (including the *Obligations Foncières*) and other resources benefiting from the *Privilège*, are paid on their contractual due date, and in priority to all other debts, whether or not preferred or secured, including

interest resulting from agreements whatever their duration. Accordingly, until all creditors benefiting from the *Privilège* have been fully paid, no other creditor of the Issuer may exercise any right over the assets and rights of the Issuer.

## 5 Interest and other Calculations

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

“**Business Day**” means:

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

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

- (i) if “**Actual/Actual**” or “**Actual/Actual - ISDA**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)
- (ii) if “**Actual/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:
    - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
    - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

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 so specified, the Interest Payment Date

- (iii) if “**Actual/365 (Fixed)**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365
- (iv) if “**Actual/360**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360
- (v) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360, 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

- (vi) 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

- (vii) if “**30E/360 (ISDA)**” is specified hereon, 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 (i) that day is the last day of February or (ii) 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 (i) that day is the last day of February but not the Maturity Date or (ii) 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

“**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 *Obligations Foncières*, 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 Paris 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 as Specified Interest Payment Date or Interest Payment Date in the relevant Final Terms

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

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

“**ISDA Definitions**” means the 2006 ISDA Definitions, as published 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 *Obligations Foncières* 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

“**Relevant Date**” means, in respect of any *Obligation Foncière*, 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 *Obligations Foncières* if earlier) the date seven days after that on which notice is duly given to the holders of such Materialised *Obligations Foncières* that, upon further presentation of the Materialised *Obligation Foncière*, 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

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

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

“**TARGET System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET 2) System which was launched on 19 November 2007 or any successor thereto.

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

If a Fixed 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 *Obligations Foncières* and Index Linked Interest *Obligations Foncières*:**

- (i) Interest Payment Dates: Each Floating Rate *Obligation Foncière* and Index Linked Interest *Obligation Foncière* 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. The amount of interest payable shall be determined in accordance with Condition 5(k). Such Interest Payment Date(s) is/are either shown in the relevant Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the relevant Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period shown in the relevant Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
- (ii) Business Day Convention: If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall



be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) Rate of Interest for Floating Rate *Obligations Foncières*: The Rate of Interest in respect of Floating Rate *Obligations Foncières* for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the relevant Final Terms.

(A) ISDA Determination for Floating Rate *Obligations Foncières*

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 (A), “**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 (A), “**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.

(B) Screen Rate Determination for Floating Rate *Obligations Foncières*

(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 *Obligations Foncières* is specified in the relevant Final Terms as being other than LIBOR or EURIBOR, the Rate

of Interest in respect of such *Obligations Foncières* 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 *Obligations Foncières*: The Rate of Interest in respect of Index Linked Interest *Obligations Foncières* 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 Obligations Foncières:** Where an *Obligation Foncière* the interest basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date pursuant to an Issuer's option or, if so specified in the relevant Final Terms, pursuant to Condition 6(d)(i) or otherwise and is not paid when due, the amount due and payable prior to the Maturity Date shall, unless otherwise provided in the relevant Final Terms, be the Early Redemption Amount of such *Obligation Foncière*. As from the Maturity Date, the Rate of Interest for any overdue principal of such an *Obligation Foncière* shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(d)(i)) or to a rate specified in the Final Terms.
- (e) **Dual Currency Obligations Foncières:** In the case of Dual Currency *Obligations Foncières*, 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 Obligations Foncières:** In the case of Partly Paid *Obligations Foncières* (other than Partly Paid *Obligations Foncières* which are Zero Coupon *Obligations Foncières*), interest will accrue as aforesaid on the paid-up nominal amount of such *Obligations Foncières* and otherwise as specified in the relevant Final Terms.
- (g) **Accrual of Interest:** Interest shall cease to accrue on each *Obligation Foncière* on the due date for redemption unless (i) in the case of Dematerialised *Obligations Foncières*, on such due date or (ii) in the case of Materialised *Obligations Foncières*, 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.
- (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 *Obligation Foncière* for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such *Obligation Foncière* 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 *Obligation Foncière* 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 and Instalment Amounts:** The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts in respect of each Specified Denomination of the *Obligations Foncières* 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 holders of *Obligations Foncières*, any other Calculation Agent appointed in respect of the *Obligations Foncières* that is to make a further calculation upon receipt of such information and, if the *Obligations Foncières* are listed on a Regulated Market or stock exchange, and the 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 one or more Calculation Agents if provision is made for them in the relevant Final Terms and for so long as any *Obligation Foncière* is outstanding (as defined below). Where more than one Calculation Agent is appointed in respect of the *Obligations Foncières*, 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 Paris 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.

For the purpose of these Conditions, “**outstanding**” means, in relation to the *Obligations Foncières* of any Series, all the *Obligations Foncières* 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 *Obligations Foncières* to the date for such redemption and any interest payable after such date) have been duly paid (i) in the case of Dematerialised *Obligations Foncières* in bearer dematerialised form and in administered registered form, to the relevant Account Holder on behalf of the holder of *Obligations Foncières*, (ii) in the case of Dematerialised *Obligations Foncières* in fully registered form, to the account of the holder of *Obligations Foncières* and (iii) in the case of Materialised *Obligations Foncières*, to the Fiscal Agent and remain available for payment against presentation and surrender of Bearer Materialised *Obligations Foncières*, 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 *Obligations Foncières* (i) those mutilated or defaced Bearer Materialised *Obligations Foncières* that have been surrendered in exchange for replacement Bearer Materialised *Obligations Foncières*, (ii) (for the purpose only of determining how many such Bearer Materialised *Obligations Foncières* are outstanding and without prejudice to their status for any other purpose) those Bearer Materialised *Obligations Foncières* alleged to have been lost, stolen or destroyed and in respect of which replacement Bearer Materialised *Obligations Foncières* have been issued and (iii) any Temporary Global Certificate to the extent that it shall have been exchanged for one or more definitive Bearer Materialised *Obligations Foncières*, pursuant to its provisions.

## 6 Redemption, Purchase and Options

- (a) **Final Redemption:** Unless previously redeemed, purchased and cancelled as provided below, each *Obligation Foncière* 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 *Obligation Foncière* 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 *Obligation Foncière* 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 *Obligation Foncière* 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 *Obligation Foncière*, such proportion) (the “**Outstanding Nominal Amount**”) 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 *Obligations Foncières*, on the due date for such payment or (ii) in the case of Materialised *Obligations Foncières*, 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 Call Option is specified in the relevant Final Terms, the Issuer may, on giving not less than 15 nor more than 30 days’ irrevocable notice in accordance with Condition 14 to the holders of *Obligations Foncières* (or such other notice period as may be specified in the relevant Final Terms) redeem, all or, if so provided, some, of the *Obligations Foncières* on any Optional Redemption Date. Any such redemption of *Obligations Foncières* shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption, if any. Any such redemption must relate to *Obligations Foncières* of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed as specified in the relevant Final Terms and no greater than the Maximum Redemption Amount to be redeemed specified in the relevant Final Terms.

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

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

In the case of a partial redemption of Dematerialised *Obligations Foncières*, the redemption may be effected, at the option of the Issuer, either (i) by reducing the nominal amount of all such Dematerialised *Obligations Foncières* in a Series in proportion to the aggregate nominal amount redeemed or (ii) by redeeming in full some only of such Dematerialised *Obligations Foncières* and, in such latter case, the choice between those Dematerialised *Obligations Foncières* that will be fully redeemed and those Dematerialised *Obligations Foncières* of any Series that will not be redeemed shall be made in accordance with Article R.213-16 of the French Monetary and Financial Code and the provisions of the relevant Final

Terms, subject to compliance with any other applicable laws and Regulated Market or stock exchange requirements. In the case of a partial exercise of an Issuer's option in respect of Dematerialised *Obligations Foncières* (other than for the purposes of the redemption), the option shall be exercised in the manner specified in the relevant Final Terms.

So long as the *Obligations Foncières* are admitted to trading on the Luxembourg Stock Exchange and the rules of that Regulated Market so require, the Issuer shall, once in each year in which there has been a partial redemption of the *Obligations Foncières*, cause to be published in a leading newspaper of general circulation in Luxembourg or, so long as the rules of such Regulated Market so permit, on the website of the Luxembourg Stock Exchange, a notice specifying the aggregate nominal amount of *Obligations Foncières* outstanding and, in the case of Materialised *Obligations Foncières* a list of any definitive Bearer Materialised *Obligations Foncières* drawn for redemption but not surrendered.

(d) **Early Redemption:**

(i) *Zero Coupon Obligations Foncières:*

(A) The Early Redemption Amount payable in respect of any *Zero Coupon Obligation Foncière*, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such *Obligation Foncière* pursuant to Condition 6(e) if so specified in the relevant Final Terms shall be the Amortised Nominal Amount (calculated as provided below) of such *Obligation Foncière* 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 *Obligation Foncière* shall be the scheduled Final Redemption Amount of such *Obligation Foncière* 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 *Obligations Foncières* if they were discounted back to their issue price on the Issue Date (the “**Amortisation Yield**”)) compounded annually.

(C) If the Early Redemption Amount payable in respect of any such *Obligation Foncière* upon its redemption pursuant to Condition 6(e) is not paid when due, the Early Redemption Amount due and payable in respect of such *Obligation Foncière* shall be the Amortised Nominal Amount of such *Obligation Foncière* as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Amortised Nominal becomes due and payable was the Relevant Date. The calculation of the Amortised Nominal Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such *Obligation Foncière* 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 hereon.

(ii) *Other Obligations Foncières:* The Early Redemption Amount payable in respect of any *Obligation Foncière* (other than *Obligations Foncières* described in (i) above), upon redemption of such *Obligations Foncières* pursuant to Condition 6(e), if so provided in the relevant Final Terms, shall be the Final Redemption Amount unless otherwise specified in the relevant Final Terms.

(e) **No Redemption for Taxation Reasons:** If French law should require that payments of principal or interest in respect of any *Obligation Foncière* be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, such *Obligation Foncière* will not, unless otherwise specified in the relevant Final Terms, be redeemed early. If such early redemption is provided in the relevant Final Terms, notice of such early redemption shall be given in accordance with Condition 14.

- (f) **Partly Paid *Obligations Foncières*:** Partly Paid *Obligations Foncières* 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.
- (g) **Purchases:** The Issuer shall have the right at all times to purchase *Obligations Foncières* (provided that, in the case of Materialised *Obligations Foncières*, 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.
- (h) **Cancellation:** All *Obligations Foncières* purchased by or on behalf of the Issuer must (or may, should French law cease to require so) be cancelled, in the case of Dematerialised *Obligations Foncières*, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Bearer Materialised *Obligations Foncières*, by surrendering Temporary Global Certificate or the definitive Bearer Materialised *Obligations Foncières* 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 *Obligations Foncières* redeemed by the Issuer, be cancelled forthwith (together with, in the case of Dematerialised *Obligations Foncières*, all rights relating to payment of interest and other amounts relating to such Dematerialised *Obligations Foncières* and, in the case of Materialised *Obligations Foncières*, all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any *Obligations Foncières* 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 *Obligations Foncières* shall be discharged.

## 7 Payments and Talons

- (a) **Dematerialised *Obligations Foncières*:** Payments of principal and interest in respect of Dematerialised *Obligations Foncières* shall (in the case of Dematerialised *Obligations Foncières* 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 holders of *Obligations Foncières* and, (in the case of Dematerialised *Obligations Foncières* in fully registered form), to an account denominated in the relevant currency with a Bank designated by the holders of *Obligations Foncières*. All payments validly made to such Account Holders will be an effective discharge of the Issuer in respect of such payments.
- (b) **Bearer Materialised *Obligations Foncières*:** Payments of principal and interest in respect of Bearer Materialised *Obligations Foncières* 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 *Obligation Foncière*), Bearer Materialised *Obligations Foncières* (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 holder, by transfer to an account denominated in such currency with, a Bank.
- (c) **Payments in the United States:** Notwithstanding the foregoing, if any Bearer Materialised *Obligations Foncières* 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 *Obligations Foncières* 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 holders of *Obligations Foncières* or Coupons in respect of such payments.
- (e) **Appointment of Agents:** The Fiscal Agent, the Paying Agents, the Calculation Agent, the Redenomination Agent, the Consolidation Agent and the Registration Agent initially appointed by the Issuer and their respective specified offices are listed at the end of the Base Prospectus relating to the Programme of *Obligations Foncières* of the Issuer. 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 case such, do not assume any obligation or relationship of agency for any holder of *Obligation Foncière* or Coupon. 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 provided that (A) so long as the *Obligations Foncières* are admitted to trading on the Luxembourg Stock Exchange and the rules applicable to that Regulated Market so require, the Issuer will maintain a Paying Agent in Luxembourg, and (B) so long as the *Obligations Foncières* are admitted to trading on Euronext Paris and the rules applicable to that Regulated Market so require, the Issuer will maintain a Paying Agent in Paris (v) a Registration Agent, (vi) so long as Materialised *Obligations Foncières* are outstanding, a Paying Agent having its specified office in a Member State of the EU that will not be obliged to withhold or deduct tax pursuant to 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, such Directive and (vii) such other agents as may be required by any other Regulated Market or stock exchange on which the *Obligations Foncières* may be listed and admitted to trading.

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

On a redenomination of the *Obligations Foncières* of any Series pursuant to Condition 1(d) with a view to consolidating such *Obligations Foncières* with one or more other Series of *Obligations Foncières*, 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 *Obligations Foncières* and such other Series of *Obligations Foncières* to be so consolidated with such *Obligations Foncières*.

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

- (f) **Unmatured Coupons and Receipts and unexchanged Talons:**
- (i) Upon the due date for redemption of those *Obligations Foncières*, Bearer Materialised *Obligations Foncières* which comprise Fixed Rate *Obligations Foncières* (other than Dual Currency *Obligations Foncières* or Index Linked *Obligations Foncières*) should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption 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 9).

- (ii) Upon the due date for redemption of any Bearer Materialised *Obligation Foncière* comprising a Floating Rate *Obligation Foncière*, Dual Currency *Obligation Foncière* or Index Linked *Obligation Foncière*, unmatured Coupons relating to such *Obligation Foncière* (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 Bearer Materialised *Obligation Foncière*, any unexchanged Talon relating to such *Obligation Foncière* (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 Bearer Materialised *Obligation Foncière* that is redeemable in instalments, all Receipts relating to such Bearer Materialised *Obligation Foncière* 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 Bearer Materialised *Obligation Foncière* that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those *Obligations Foncières* is presented for redemption without all unmatured Coupons, and where any Bearer *Obligation Foncière* 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 Bearer Materialised *Obligation Foncière* 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 Bearer Materialised *Obligation Foncière* Bearer Materialised. Interest accrued on a Bearer Materialised *Obligation Foncière* that only bears interest after its Maturity Date shall be payable on redemption of such *Obligation Foncière* against presentation of the relevant Bearer Materialised *Obligation Foncière*.
- (g) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Materialised *Obligation Foncière*, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).
- (h) **Business Days for Payment:** If any date for payment in respect of any *Obligation Foncière*, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day, unless otherwise specified in the relevant Final Terms (the "Adjusted Payment Date"), 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 *Obligations Foncières*, on which Euroclear France is open for business or (ii) in the case of Materialised *Obligations Foncières*, on which banks and foreign exchange markets are open for business in the relevant place of presentation, (B) in such jurisdictions as shall be specified as "**Financial Center**" in the relevant Final Terms and (C) (i) in the case of a payment in a currency other than euro, where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or (ii) in the case of a payment in euro, which is a TARGET Business Day.
- (i) **Bank:** For the purpose of this Condition 7, "**Bank**" means a bank in the principal financial centre of the relevant currency or, in the case of euro, in a city in which banks have access to the TARGET System.

## 8 Taxation

- (a) **Taxation of *Obligations Foncières*:** All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the *Obligations Foncières* shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.
- (b) **No Additional Amounts:** If French law should require that payments of principal or interest in respect of any *Obligation Foncière*, or any Receipt or Coupon relating thereto, be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, the Issuer will not be required to pay any additional amounts, unless otherwise provided in the relevant Final Terms, in respect of any such deduction or withholding.
- (c) **Supply of Information:** Each holder of *Obligations Foncières* shall be responsible for supplying to the 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 or any other European Directive implementing the conclusions of the ECOFIN Council Meeting dated 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to such Directive.

## 9 Prescription

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

## 10 Representation of holders of *Obligations Foncières*

Except as otherwise provided by the relevant Final Terms, holders of *Obligations Foncières* 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*”).

Except as otherwise provided by the relevant Final Terms, the *Masse* will be governed by the provisions of the French Code of Commerce with the exception of Articles L. 228-47, L. 228-48, L. 228-59, R.228-63, R.228-67 and R.228-69 subject to the following provisions:

### (a) Legal Personality

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

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

### (b) Representative

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

- (i) the Issuer;
- (ii) any entity holding at least 10 per cent. of the share capital of the Issuer or any entities at least 10 per cent. of the share capital of which is held by the Issuer;
- (iii) any entity guaranteeing all or part of the obligations of the Issuer;

- (iv) any member of the management board (*Directoire*) and supervisory board (*Conseil de Surveillance*), any statutory auditors, any employee, managers (*gérants*), general managers (*directeurs généraux*), members of the board of directors (*Conseil d'Administration*) (or their respective ascendants, descendants and spouses) of any entities referred to in (i), (ii) and (iii) above; and
- (v) 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 Final Terms. The Representative appointed in respect of the first Tranche of any Series of *Obligations Foncières* will be the Representative of the single *Masse* of all Tranches in such Series.

The Representative will not be entitled to any remuneration in connection with its functions or duties.

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

**(c) Powers of Representative**

The Representative shall (in the absence of any decision to the contrary of the General Meeting and except as provided by paragraph 1 of Article L. 515-31 of the French Monetary and Financial Code) have the power to take all acts of management necessary in order to defend the common interests of the holders of *Obligations Foncières*.

All legal proceedings against the holders of *Obligations Foncières* or initiated by them, must be brought by or against the Representative; except that, should judicial reorganisation or liquidation (*redressement ou liquidation judiciaire*) proceedings be commenced against the Issuer the Specific Controller shall file the proof of debt of all the creditors of the Issuer benefiting from the *Privilège* (including the holders of *Obligations Foncières*).

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 holders of *Obligations Foncières*, holding together at least one-thirtieth of the principal amount of the *Obligations Foncières* 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 holders of *Obligations Foncières* may commission one of their members to petition a competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

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

Each holder of an *Obligation Foncière* has the right to participate in a General Meeting in person, by proxy, correspondence, or, if the *statuts* of the Issuer so specify<sup>1</sup>, videoconference or any other means of telecommunication allowing the identification of the participating holders of the *Obligations Foncières*.

<sup>1</sup> At the date of this Base Prospectus the *statuts* of the Issuer do not contemplate the right for a holder of an *Obligation Foncière* to participate in a General Meeting by videoconference or any other means of telecommunication allowing the identification of the participating holders of *Obligations Foncières*.

Each *Obligation Foncière* carries the right to one vote or, in the case of *Obligations Foncières* 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 *Obligation Foncière*.

In accordance with Article R. 228-71 of the French Code of Commerce, the rights of each holder of an *Obligation Foncière* to participate in a General Meeting must be evidenced by entries in the books of the relevant Account Holder of the name of such holder of an *Obligation Foncière* 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 *Obligations Foncières*, 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*) by holders of *Obligations Foncières*, nor establish any unequal treatment between the holders of *Obligations Foncières*, nor decide to convert *Obligations Foncières* into shares.

General Meetings may deliberate validly on first convocation only if holders of *Obligations Foncières* present or represented hold at least one fifth of the principal amount of the *Obligations Foncières* 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 holders of *Obligations Foncières* 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 holders of *Obligations Foncières***

Each holder of an *Obligation Foncière* or representative thereof will have the right, during the 15-day period preceding the holding of each General Meeting, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the General Meeting, all of which will be available for inspection by the relevant holders of *Obligations Foncières* 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 reasonable 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 on the *Obligations Foncières*.

(h) **Single *Masse***

The holders of *Obligations Foncières* of the same Series, and the holders of *Obligations Foncières* of any other Series which have been assimilated with the *Obligations Foncières* 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 in respect of the first Tranche of any Series of *Obligations Foncières* will be the Representative of the single *Masse* of all Tranches in such Series.

## 11 Modifications

These Conditions may be completed in relation to any Series of *Obligations Foncières* by the terms of the relevant Final Terms in relation to such Series.

## 12 Replacement of definitive *Obligations Foncières*, Receipts, Coupons and Talons

If, in the case of any Bearer Materialised *Obligations Foncières*, a definitive Bearer Materialised *Obligation Foncière*, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and Regulated Market or 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 holders of *Obligations Foncières*, 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 Bearer Materialised *Obligation Foncière*, 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 Bearer Materialised *Obligations Foncières*, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced definitive Bearer Materialised *Obligations Foncières*, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

## 13 Further Issues and Consolidation

- (a) **Further Issues:** The Issuer may from time to time without the consent of the holders of *Obligations Foncières*, Receipts or Coupons create and issue further *Obligations Foncières* to be assimilated (*assimilées*) with the *Obligations Foncières* provided such *Obligations Foncières* and the further *Obligations Foncières* 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 *Obligations Foncières* provide for such assimilation and references in these Conditions to “*Obligations Foncières*” shall be construed accordingly.
- (b) **Consolidation:** The Issuer may from time to time on any Interest Payment Date occurring on or after the Redenomination Date on giving not less than 30 days’ prior notice to the holders of *Obligations Foncières* in accordance with Condition 14, without the consent of the holders of *Obligations Foncières*, Receipts or Coupons, consolidate the *Obligations Foncières* of one Series with the *Obligations Foncières* 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 *Obligations Foncières* 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 *Obligations Foncières*.

## 14 Notices

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

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

- (b) 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. Holders of Coupons shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Materialised *Obligations Foncières* in accordance with this Condition.
- (c) Notices required to be given to the holders of Dematerialised *Obligations Foncières* (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 *Obligations Foncières* are for the time being cleared in substitution for the mailing and publication as required by Conditions 14(a) and (b) above; except that (i) (a) so long as such *Obligations Foncières* are admitted to trading on the Luxembourg Stock Exchange and the rules of such Regulated Market so permit, notices shall also be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) or (b) so long as such *Obligations Foncières* are admitted to trading on any Regulated Market(s) or stock exchange(s) and the rules applicable to that stock exchange so require, notices shall be published in a daily newspaper with general circulation in the city(ies) where the Regulated Market(s) or stock exchange(s) on which such *Obligations Foncières* is/are admitted to trading and (ii) notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 10 shall also be published (a) so long as such *Obligations Foncières* are admitted to trading on the Luxembourg Stock Exchange and the rules of such Regulated Market so permit, on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) or (b) in a leading newspaper of general circulation in Europe.

## 15 Method of Publication of the Final Terms

The Final Terms related to *Obligations Foncières* admitted to trading and/or offered to the public will be published, without prejudice of any provisions of the Prospectus Directive, upon each relevant issue, in a manner complying with Article 14 of the Prospectus Directive in an electronic form on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

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

## 16 Governing Law and Jurisdiction

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

## **TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF BEARER MATERIALISED *OBLIGATIONS FONCIÈRES***

### **Temporary Global Certificates**

A Temporary Global Certificate, without interest Coupons, will initially be issued in connection with Bearer Materialised *Obligations Foncières*. 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 *Obligations Foncières* equal to the nominal amount thereof for which it has subscribed and paid.

The Common Depositary may also credit with a nominal amount of *Obligations Foncières* 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 *Obligations Foncières* 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 *Obligations Foncières* 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, in whole, but not in part, for the definitive Bearer Materialised *Obligations Foncières* and
- (ii) otherwise, in whole but not in part, upon certification as to non-U.S. beneficial ownership (a form of which shall be available at the specified offices of any of the Paying Agents) for definitive Bearer Materialised *Obligations Foncières*.

### **Delivery of definitive Bearer Materialised *Obligations Foncières***

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 definitive Bearer Materialised *Obligations Foncières*. In this Base Prospectus, definitive Bearer Materialised *Obligations Foncières* means, in relation to any Temporary Global Certificate, the definitive Bearer Materialised *Obligations Foncières* 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 Bearer Materialised *Obligations Foncières* will be security printed in accordance with any applicable legal and Regulated Market or stock exchange requirements. Forms of such definitive Bearer Materialised *Obligations Foncières* shall be available at the specified offices of any of the Paying Agent(s).

### **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 *Obligations Foncières* are issued prior to such day pursuant to Condition 13(a), the Exchange Date for shall be postponed to the day falling after the expiry of 40 days after the issue of such further Materialised *Obligations Foncières*.

## USE OF PROCEEDS

The net proceeds of the issue of the *Obligations Foncières* will be used for the Issuer's general corporate purposes.



## SUMMARY OF THE LEGAL *PRIVILÈGE* GRANTED BY THE LAW

Pursuant to Article L. 515-19 of the French Monetary and Financial Code, notwithstanding any legislative provisions to the contrary and in particular the provisions included in the French Code of Commerce relating to the prevention and conciliation of business difficulties and to the judicial administration and liquidation of companies,

- (1) the sums resulting from the loans, assimilated receivables, exposures and securities as referred to in Articles L. 515-14 to L. 515-17 of the French Monetary and Financial Code and from the financial instruments used for hedging as referred to in Article L. 515-18 of the French Monetary and Financial Code, (in each case after any applicable netting), together with the claims in respect of deposits made by a *société de crédit foncier* (i.e. the issuer of *obligations foncières*) with credit institutions, are allocated in priority to the payment of any sums due in relation to the *obligations foncières*, to other resources benefiting from the *privilège* as mentioned in Article L. 515-13 of the French Monetary and Financial Code and to derivative transaction used for hedging, under the condition of Article L. 515-18 of the French Monetary and Financial Code;
- (2) when a *société de crédit foncier* is subject to bankruptcy proceedings (*procédure de redressement ou liquidation judiciaires*) or to conciliation proceedings with its creditors (*procédure de conciliation*), the amounts due regularly from the operations referred to in Article L. 515-13 of the French Monetary and Financial Code are paid on their contractual due date, and in priority to all other debts, whether or not preferred or secured, including interest resulting from agreements whatever their duration. No other creditor of a *société de crédit foncier* may exercise any right over the assets and rights of such *société* until all creditors benefiting from the *privilège* as defined in Article L. 515-19 of the French Monetary and Financial Code have been fully paid off; and
- (3) the judicial liquidation of a *société de crédit foncier* will not result in the acceleration of payment of *Obligations Foncières* and other debts benefiting from the *privilège*.

Finally, the provisions on bankruptcy which permit certain transactions entered into in the months preceding the bankruptcy to be declared void, do not apply to *sociétés de crédit foncier* (Article L. 515-25 of the French Monetary and Financial Code).

Similarly, bankruptcy proceedings of a shareholder of the *société de crédit foncier*, cannot be extended to the *société de crédit foncier* itself (Article L. 515-27 of the French Monetary and Financial Code).

## DESCRIPTION OF DEXIA MUNICIPAL AGENCY

### Introduction

Dexia Municipal Agency, a *société anonyme à Directoire et Conseil de Surveillance* incorporated under French law, is a *société financière - société de crédit foncier*. The name Dexia Municipal Agency was adopted at the Extraordinary Shareholders' Meeting of 31 August 1999. Dexia Municipal Agency is registered as a company under the number Nanterre 421 318 064 (Nanterre *Trade and Companies Register*).

The company was created on 29 December 1998 for a period of 99 years.

The company was approved by the *Comité des établissements de crédit et des entreprises d'investissement* (the "CECEI") on 23 July 1999, as a *société financière - société de crédit foncier*. This approval became definitive on 1 October 1999. Dexia Municipal Agency is an *établissement de crédit* (credit institution) governed by the provisions of Articles L. 210-1 and following of the French Code of Commerce, Articles L. 511-1 and following of the French Monetary and Financial Code and Articles L. 515-13 and following of the French Monetary and Financial Code.

Dexia Municipal Agency is managed by an Executive Board (*Directoire*) and supervised by a Supervisory Board (*Conseil de Surveillance*).

Dexia Municipal Agency's registered office is located at Tour Dexia, La Défense 2 - 1, passerelle des Reflets, - 92913 La Défense, France (Telephone: +33 1 58 58 77 77).

The Ordinary Shareholders' Meeting of the Issuer on 26 May 2010 decided to pay a dividend of EUR 133,560,000.

The Extraordinary Shareholders' Meeting of the Issuer on 26 May 2010 decided to increase capital stock by EUR 130,000,000 from EUR 1,060,000,000 to EUR 1,190,000,000 via the creation of 1,130,000 new shares in cash with a par value of EUR 100 each.

The share capital of Dexia Municipal Agency as at 1 July 2010 amounts to Euro 1,190,000,000 comprised of 11,900,000 nominative shares with no stated par value. There is no authorised and non issued share capital.

There are no securities which grant rights to shares in the capital of Dexia Municipal Agency.

The Dexia Municipal Agency's fiscal year begins on 1<sup>st</sup> January and ends on 31 December.

### *Sociétés de crédit foncier*

Dexia Municipal Agency is a French credit institution that is authorized to operate as a *société financière-société de crédit foncier*. As a credit institution, it conducts banking transactions in its ordinary course of business. As a *société financière-société de crédit foncier*, these transactions are specialized and have an exclusive purpose, as defined in articles L.513-13 and following of the Monetary and Financial Code. In the case of Dexia Municipal Agency, this specialization is reinforced by its own by-laws and by the July 23, 1999, authorization of the CECEI (Comité des établissements de crédit et des entreprises d'investissement), which limits its activity to transactions with public sector entities or entities they guarantee.

Article L. 515-13 of the Code provides that the sole purpose of *sociétés de crédit foncier* is:

- (a) To grant or acquire guaranteed loans, exposures to public bodies and the securities referred to in Articles L. 515-14 to L. 515-17 (see below);

- (b) In order to finance such categories of loans, securities or exposures, to issue *obligations foncières* which have preferred status (*privilège*) as described in Article L. 515-19, and to acquire other resources having an issuing contract or subscription which refers to that preferred status.

*Sociétés de crédit foncier* may also provide financing for the activities referred to above through the issue of bonds or resources which do not have such preferred status. They, however, cannot issue promissory notes mentioned in Articles L. 313-42 to L. 313-48 of French Monetary and Financial Code.

*Sociétés de crédit foncier* may transfer, in accordance with Article L. 313-23 to L. 313-34 of the French Monetary and Financial Code, the receivables held by them regardless of their nature, professional or otherwise. In such case, the statements on the advice note referred in Article L. 313-23 are determined by decree. They may also effect temporary transfer of their securities, as provided for in Articles L. 211-22 to L. 211-34 of the French Monetary and Financial Code and pledge a securities account as defined in Article L. 211-20. The receivables or Securities thus refinanced or assigned are not entered into the accounts by virtue of Article L. 515-20.

Pursuant to Article L. 515-15 of the French Monetary and Financial Code as revised, exposures to public legal persons mentioned in Article L. 515-13 are assets such as loans, or off-balance-sheet exposures to the persons listed below or fully guaranteed by them:

1. Central governments, central banks, public institutions, territorial authorities or groupings thereof, of a Member State of the European Community or a party to the Agreement on the European Economic Area, of the United States of America, of Switzerland, of Japan, of Canada, of Australia or of New Zealand;
2. Central governments or central banks not being Member States of the European Community or parties to the agreement on the European Economic Area, excluding the United States of America, Switzerland, Japan, Canada, Australia or New Zealand, and benefiting from the best credit quality level asset by an external credit assessment organisation recognised by the French *Autorité de contrôle prudentiel* pursuant to Article L. 511-44;
3. European Community, International Monetary Fund, Bank for International Settlements, multilateral development banks, the list of which has been set by decree of the Minister of the Economy, other international organisations and multilateral development banks benefiting from the best credit quality level asset by an external credit assessment organisation recognised by the French *Autorité de contrôle prudentiel* pursuant to Article L. 511-44;
4. Public institutions and territorial authorities or groupings thereof within states not being Member States of the European Community nor parties to the agreement on the European Economic Area, excluding the United States of America, Switzerland, Japan, Canada, Australia or New Zealand, provided exposures to such persons are subject, for the determination of capital adequacy requirements, to the same weighting as that of the claims granted to central governments, central banks or credit institutions, or fully guaranteed by such persons, and benefiting from the best credit quality level asset by an external credit assessment organisation recognised by the French *Autorité de contrôle prudentiel* pursuant to Article L. 511-44;
5. Public institutions and territorial authorities or groupings thereof mentioned in 4 above benefiting from the second-best credit quality level asset by an external credit assessment organisation recognised by the French *Autorité de contrôle prudentiel* pursuant to Article L. 511-44.

Exposures to public legal persons include:

1. Debt securities issued, or fully guaranteed, by one of the public legal persons mentioned in 1 to 5 of I.
2. Monetary claims, including those resulting from a successive performance contract, against the public legal persons referred to in 1 to 5 of I, or fully guaranteed by one or more of such public legal persons;
3. Debt deriving from leasing contracts or equivalent contracts to which a public legal person referred to in 1 to 5 of I is party in the capacity of lessee or tenant, or debt deriving from leasing contracts or equivalent

contracts fully guaranteed by one or more of those public legal persons. Real estate credit companies that acquire debts resulting from a leasing contract may also acquire all or part of the debt that results from the sale of the leased property.

According to Article L. 515-13 of the French Monetary and Financial Code, Dexia Municipal Agency, as a *société de crédit foncier*, is not allowed to hold shares in other companies.

Article L. 515-16 of the French Monetary and Financial Code also includes within the category of loans and exposures to public bodies under Articles L. 515-14 and L. 515-15 of the French Monetary and Financial Code, and subject to certain conditions defined in that Article L. 515-16, units and debt securities issued by securitisation undertakings (*organisme de titrisation*) and units or debt securities issued by similar entities registered under the law of a Member State of the European Union or Member State of the European Economic Area, of the United States of America, of Switzerland, of Japan, of Canada, of Australia or of New Zealand.

In order to hedge its interest and currency risks on the loans, the exposures, the *obligations foncières* and the other resources benefiting from the *privilège*, the *sociétés de crédit foncier* may use derivative instruments as defined in Article L. 211-1 of the French Monetary and Financial Code. Any amounts payable pursuant to these financial instruments, after applicable netting, as the case may be, contracted to hedge its assets items, its liabilities items benefiting from the *privilège* and its global interest rate risk benefit from the *privilège* of Article L. 515-19 of the French Monetary and Financial Code.

According to Article L. 515-17 of the French Monetary and Financial Code, *sociétés de crédit foncier* may hold, as replacement assets (*valeurs de remplacement*), securities and deposits, which are sufficiently safe and liquid. Article R. 515-7 of the French Monetary and Financial Code defines these replacement assets as debts due by credit institutions benefiting from the *meilleur échelon de qualité de crédit* (Step 1) established by an external rating agency recognised by the *Autorité de contrôle prudentiel* pursuant to Article L. 511-44 of the French Monetary and Financial Code. In case this debt has a maturity of less than 100 days the rating can be the *second échelon de qualité de crédit* (Step 2). The total amount of the replacement assets is limited to 15% of the total outstanding nominal amount of the *obligations foncières* and other resources benefiting from the *privilège*.

Pursuant to Article L. 515-20 of the French Monetary and Financial Code and Article 6 of CRB standard 99-10 (“**CRB**” is the French Banking Regulations Committee), modified by the *Arrêté* of 7 May 2007 (the “**Règlement**”), Dexia Municipal Agency’s total assets must always exceed liabilities benefiting from the *Privilège* referred to in Article L. 515-19 of the French Monetary and Financial Code.

In accordance with Article 10 of the *Règlement*, *sociétés de crédit foncier* shall submit to the French *Autorité de contrôle prudentiel* their coverage ratio on 30 June and 31 December in each year.

As credit institutions, *sociétés de crédit foncier* are supervised by the French *Autorité de contrôle prudentiel*, which ensures that *sociétés de crédit foncier* comply with their obligations under the French Monetary and Financial Code.

Pursuant to Article 13 of the *Règlement*, *sociétés de crédit foncier* must publish, within 45 days after the general meeting approving the financial statements of the year ended, information relating to the quality of their assets, and in particular the characteristics and the distribution of the loans and the guarantees, the total of the unpaid amounts, the distribution of debts by amount and by category of debtors, the proportion of early repayments, and the level and sensitivity of the position of rates.

## Specific controller

Statutory: FIDUS

12 rue de Ponthieu, 75008 Paris,  
represented by Christian Comeran

Alternate: Groupement d'Expertise de France

10 rue de la Grange Batelière, 75009 Paris, represented by François Dumenil

In 2007, the Supervisory Board of Dexia Municipal Agency decided to re-appoint the statutory and the alternate specific controllers for a term of four years which will terminate on the date of publication of the specific controller's report on the annual accounts of Dexia Municipal Agency for the financial year ending 31 December 2010.

Article L. 515-30 of the French Monetary and Financial Code requires that *sociétés de crédit foncier* appoint a *Contrôleur Spécifique* (the “**Specific Controller**”) and a substitute specific controller.

The Specific Controller is a French professionally certified auditor named by Dexia Municipal Agency's executive management upon approval of the French *Autorité de contrôle prudentiel*.

The Specific Controller conducts controls pursuant to articles L.515-30 and L.515-31 of the French Monetary and Financial Code as well as to decree 99-710 of 3 August 1999, and CRB standard 99-10. He is responsible for ensuring that Dexia Municipal Agency respects its exclusive corporate purpose and prudential regulations. He carries out appropriate audits in cooperation with the auditors and is completely independent *vis-à-vis* the Dexia Municipal Agency's other officers. He is also liable for the negative consequences of any error or negligence committed in the exercise of his functions.

The Specific Controller has access to all information, from management, internal control and internal audit. In addition, operating services and internal control units have been instructed to provide specified information in order to allow the specific controller to monitor the coverage ratio, the nature of new assets, interest rate risk management, and the asset/liability duration gap on a regular basis. For every Dexia Municipal Agency issue contract, he affirms compliance with legal and regulatory standards concerning the ratio of coverage of the privileged liabilities by the assets, once the issue has been paid. The Specific Controller certifies the documents that Dexia Municipal Agency sends to the French *Autorité de contrôle prudentiel* to meet legal and regulatory requirements for *sociétés de crédit foncier*. He submits an annual report on his activity to the Supervisory Board of Dexia Municipal Agency, and a copy is forwarded to the French *Autorité de contrôle prudentiel*.

The Specific Controller issues a certification on the basis of a quarterly program of issues of resources benefiting from the *privilège*. For any issue of resources benefiting from the *privilège* in an amount equal to or above Euro 500 million or its equivalent in a foreign currency, the certification is mandatory (see § 14 of “General Information” below).

The Specific Controller attends all shareholders' meetings and, on his request, may be heard by the Executive Board (Article L. 515-30 of the French Monetary and Financial Code).

## BUSINESS OVERVIEW

Dexia Municipal Agency's exclusive purpose is (as per Article 2 of the by-laws):

- to grant or acquire loans to public sector entities as defined in Articles L. 515-15 of the French Monetary and Financial Code as well as assets considered as loans as defined in Article L. 515-16 of the same code;
- to hold assets defined by decree as replacement assets (*valeurs de remplacement*);
- in order to finance the above-mentioned loans, to issue *obligations foncières*, benefiting from the *privilège* defined in Article L. 515-19 of the French Monetary and Financial Code and to raise other funds, under issue or subscription contract referring to the *privilège*.

Dexia Municipal Agency may also fund the above mentioned activities by issuing bonds or other sources or financing that do not benefit from the *privilège* defined in Article L. 515-19 of the French Monetary and Financial Code.

Pursuant to the Articles L. 313-23 to L. 313-35 of the French Monetary and Financial Code (previously French law n° 81-1 of 2 January 1981 facilitating corporate borrowing), the Dexia Municipal Agency may assign all the assets it owns, whatever the nature (whether professional or not).

The following paragraph summarises the Dexia Municipal Agency's main general framework of activities:

### Assets

The assets held by Dexia Municipal Agency are solely comprised of commitments on public sector entities that are eligible by the terms of articles L.515-15 and following of the French Monetary and Financial Code, *i.e.* States, local governments or groups of such, public sector entities in the European Economic Area, Switzerland, the United States of America, Canada and Japan. Exposures on public sector entities in other countries may be included in Dexia MA's assets, under the condition that they benefit from a high credit rating from a rating agency recognised by the French *Autorité de contrôle prudentiel*, but this option is not part of the current strategy of Dexia Municipal Agency.

These commitments take the form of loans or bonds representing a commitment on or guaranteed by public sector entities. Debt issued by mutual funds or similar structures (asset-backed securities - ABS) are also eligible for booking on Dexia Municipal Agency's balance sheet if at least 90% of their assets are directly eligible, and the debt issued has a minimum rating of AA-/Aa3/AA- from a rating agency recognised by the French *Autorité de contrôle prudentiel*.

Assets considered by current legislation to be replacement assets correspond to exposures *vis-à-vis* credit institutions benefiting from a step 1 rating for a total amount limited to 15% of all privileged debt (*obligations foncières* and registered covered bonds for Dexia Municipal Agency). In this category, Dexia Municipal Agency includes covered bonds issued by other Dexia Group entities with a cover pool comprised of commitments on public sector entities. These covered bonds ensure a synthetic transfer of eligible assets from certain Group entities to Dexia Municipal Agency, as is the case for Dexia Sabadell and Dexia LdG Banque as of 31 December 2009.

Dexia Municipal Agency operates a branch in Dublin. The role of this entity is to facilitate financing for the assets generated by the Dexia Group in its international activities. Since the branch's balance sheet is completely integrated into the balance sheet of Dexia Municipal Agency in Paris, all the assets in Paris and Dublin represent a single volume of collateral to cover *obligations foncières* and other debt benefiting from the legal privilege. *Obligations foncières* and other debt benefiting from the same privilege are issued and funds collected solely from Paris. Financing for the branch is organised for the short term by Dexia Credit Local and for the medium and long term by internal financing from Dexia Municipal Agency's headquarters in Paris to the Dexia Municipal Agency

branch in Dublin. An extension of the management contract signed by Dexia Credit Local and Dexia Municipal Agency entrusts management of the Dexia Municipal Agency branch in Dublin to the Dublin branch of Dexia Credit Local, since *sociétés de crédit foncier* have no direct employees (French Monetary and Financial Code, Article L.515-22). The existence of a Dexia Municipal Agency branch in Dublin does not affect the characteristics of the privilege of *sociétés de crédit foncier* under French law.

The Dexia group, especially through Dexia Credit Local, Dexia Municipal Agency's shareholder, is a leader in public finance. Thus, the majority of the assets on Dexia Municipal Agency's balance sheet are naturally generated by the Dexia group's commercial activities.

## Liabilities

In addition to shareholder's equity, Dexia Municipal Agency uses two categories of debt to finance its assets:

- debt that benefits from the legal privilege, defined by law as *obligations foncières* or other resources that benefit from the legal privilege by reason of their contract. Dexia Municipal Agency thus issues registered covered bonds that benefit from the legal privilege by reason of their contract on the same basis as *obligations foncières*. Designed for German institutional investors, these private placements are governed by German law and benefit from the French legal privilege specific to issues by *sociétés de crédit foncier*;
- debt that does not benefit from the legal privilege, *i.e.* debt that is not covered by the assets and, therefore, would be considered as subordinated debt with regard to debt benefiting from the legal privilege. In addition to shareholders' equity, such debt finances over-collateralisation. There are two types:
  - funds borrowed from Dexia Credit Local. This debt is contracted through a financing agreement with the parent company;
  - refinancing obtained from the Banque de France. Since September 2008, Dexia Municipal Agency has introduced the internal and computer procedures required to participate in the refinancing operations of the Banque de France. The financing obtained does not benefit from the privilege specified by the law on *sociétés de crédit foncier*, but is guaranteed by assets pledged to the Central Bank. These pledged assets are temporarily excluded from the cover pool and the calculation of the over-collateralization ratio. Dexia Municipal Agency made use of this financing to fund its commercial production of assets from September 2008 to July 2009 when the covered bond market was closed.

## COVERAGE RATIO

The coverage ratio is the ratio between the assets and the resources benefiting from the privilege. The French Monetary and Financial Code stipulates that "the total amount of assets of *sociétés de crédit foncier* must be greater than the amount of liabilities benefiting from the privilege". Dexia Municipal Agency's specific controller certifies compliance with this rule for each issue.

CRB (French Banking Regulations Committee) standard 99-10 defines the way the coverage ratio is calculated. The ratio's denominator (article 8) "is comprised of *obligations foncières* and other resources benefiting from the privilege". The ratio's numerator (article 9) "is made up of the assets", weighted to reflect their category. In the case of Dexia Municipal Agency, since the loans are granted to public sector entities or guaranteed by such, they are accounted for at their historical cost (100% weighting).

The debt securities, *cedulas territoriales* and *lettres de gage* recorded on Dexia Municipal Agency's balance sheet are accounted for at 100% of their historical cost, a rule that applies to all debt securities and replacement securities.

The securities issued by securitization vehicles are also accounted for at 100% of their historical cost on Dexia Municipal Agency's balance sheet when their rating by the agencies (Fitch, Moody's or Standard and Poor's) is equal to or higher than AA-, Aa3, AA- ; when their rating is downgraded, but remains equal to or higher than A-,

A3, A-, the weighting falls to 50%. At the end of 2008 and the beginning of 2009, the agencies lowered the rating of the shares of the DCC mutual fund (compartments 1, 2 and 3) and that of the shares of the DSFB mutual fund (compartments 1 and 2), whose ratings are closely tied to those of Dexia Crediop and Dexia Bank Belgium. Thus since the beginning of 2009, the shares of the DCC and DSFB mutual funds are thus only accounted for at 50% of their value in the calculation of the over-collateralization ratio. This represents a reduction in assets taken into account for this ratio of EUR 3.4 billion. To offset this decrease, Dexia MA moved back to the cover pool an equivalent volume of assets previously refinanced through the Banque de France. The required resources, which do not benefit from the privilege, were obtained from Dexia Credit Local, in keeping with the financing agreement.

Dexia Municipal Agency decided to maintain a minimum coverage ratio of 105%, which is considered a safe margin. In practice, given the rate of turnover from the Group's commercial activity and asset transfers, the coverage ratio is regularly higher than 105%, as can be seen at the end of each month, when over-collateralisation makes it possible to launch issues in the following month. For the reasons explained above (weighting of mutual funds), Dexia Municipal Agency's real cover pool and over-collateralization are currently much greater than those that resulted from the calculations made according to French regulatory prescriptions.

## **HEDGING INTEREST RATE RISK**

The management of interest rate risk involves two steps:

- in the first stage, all the assets and liabilities benefiting from the privilege and which do not naturally have a floating rate are swapped against Euribor three months until maturity as soon as they are recorded on the balance sheet. A residual fixed rate gap remains on the fixed rate assets, that are hedged by macro swaps (in particular, small loans to clients). This gap is monitored within strict limits;
- in the second step, Euribor lending and borrowing flows are swapped against Eonia over a sliding period of two years in order to eliminate the interest rate risk generated by differences in fixing dates. A residual gap remains after the first and second levels of hedging and is also monitored within strict limits.

In addition, any debt contracted with Dexia Credit Local to finance over-collateralisation is directly borrowed with a monetary index and does not have to be swapped; debt owed the Banque de France, which is short-term and at a fixed rate, is not hedged, but finances assets that also have a fixed rate.

The sensitivity limits for the fixed rate gap and the monetary gap are defined as the change in the gaps' net present value (NPV) under the impact of a parallel 1% (100 basis points) shift in the yield curve. The aggregate of these two limits for the fixed rate gap and the monetary gap is set at 3% of shareholders' equity, and this figure is reviewed every year at the end of the first quarter. The total sensitivity level was EUR 29.5 million in the first quarter of 2009 and was adjusted to EUR 30.5 million as of the second quarter of 2009, including EUR 4.5 million for the monetary gap and EUR 26 million for the fixed rate gap. In practice, the real sensitivity is maintained significantly below this limit

## **OUTLOOK FOR THE YEAR 2010**

In 2010, the global covered bond market is expected to remain very active, and Dexia Municipal Agency's strengths should enable it to be present throughout the year through benchmark emissions and private placements. The issuance volume is expected to be at the same level as in the previous two years (EUR 8 billion to EUR 10 billion).

Assets from French commercial production or transferred to Dexia Municipal Agency by the Dexia Group entities that originated them will be added to the cover pool according to needs in order to maintain the level of over-collateralization to which Dexia Municipal Agency has committed itself. In a geographic breakdown of the cover pool, France's position should vary little (60% to 65 % of exposure on French local governments).



## ORGANISATIONAL STRUCTURE

Dexia Municipal Agency is a subsidiary wholly owned by Dexia Credit Local, which is itself a wholly-owned subsidiary of Dexia.

Dexia Group is active in three lines of business:

- Public and Wholesale Banking;
- Retails and Commercial Banking and
- Asset Management and Services.

The purpose of Dexia Municipal Agency is to finance public sector commitments generated by the Dexia group by issuing *obligations foncières* and raising other funds benefiting from the same privilege, all rated AAA. This role is strategic for the Dexia Group's public finance activity.

On September 16, 1999, Dexia Credit Local formalised a declaration of financial support for its subsidiary Dexia Municipal Agency. The text of the declaration of financial support is translated (for information purposes only) as follows:

*“Within the scope of its financing policies, Crédit Local de France has created a société de crédit foncier, governed by section IV of the law 99-532 of June 25, 1999, and named Dexia Municipal Agency.*

*“Crédit Local de France will hold more than 95% of the capital of Dexia Municipal Agency on a long-term basis.*

*“Crédit Local de France will ensure that Dexia Municipal Agency develops its activity in compliance with the requirements of the above-mentioned law and has the financial resources it needs to meet its obligations.”*

Original text in French:

*Paris, le 16 septembre 1999*

*Dans le cadre de sa politique de refinancement, le Crédit local de France a créé une société de crédit foncier, soumise aux dispositions du titre IV de la loi n° 99-532 du 25 juin 1999, dénommée Dexia Municipal Agency.*

*Le Crédit local de France détiendra durablement plus de 95 % du capital de Dexia Municipal Agency.*

*Le Crédit local de France veillera à ce que Dexia Municipal Agency développe son activité dans le respect des conditions de la loi précitée et dispose des moyens financiers qui lui seront nécessaires pour faire face à ses obligations.*

*Crédit local de France*

*Jacques Guerber*

*Vice Président*

*Directeur Général*

## **TREND INFORMATION**

There has been no material adverse change in the prospects of the Issuer since 31 December 2009.

## ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES

MEMBERS OF THE SUPERVISORY BOARD AND THEIR MEMBERSHIP IN OTHER BOARDS:

### *Chairman*

#### **Philippe RUCHETON**

Member of the Management Board of Dexia SA  
Director of Dexia Crédit Local  
Director of Dexia Asset Management Luxembourg  
Director of Denizbank AS  
Director of Dexia Holdings Inc  
Director of Dexia FP Holdings Inc  
Director of Dexia Financial Products Services LLC (formerly HF Services LLC)  
Director of FSA Asset Management LLC  
Director of FSA Capital Markets Services LLC  
Director of FSA Capital Management Services LLC  
Director of Dexia Insurance Belgium SA

### *Vice Chairman*

#### **Benoît DEBROISE**

Member of the Executive Board of Dexia SA  
Chairman of the Board of Directors of Dexia Real Estate Capital Markets  
Director of Dexia Microcredit Fund  
Chairman of the Board of the Directors of Dexia Securities France Holding  
Chairman of the Board of Directors of Dexia Securities France SA  
Director of Dexia Crediop  
Director of Dexia Holdings Inc  
Director of Dexia FP Holdings Inc  
Director of Dexia Financial Products Services LLC (formerly HF Services LLC)  
Director of FSA Asset Management LLC  
Director of FSA Capital Markets Services LLC  
Director of FSA Capital Management Services LLC  
Director of FSA PAL (UK)  
Director and member of the Management Board of Dexia Bank Belgium  
Director of Dexia Investments Ireland  
Director of Dexia Capital Ireland

### *Members*

#### **Claude SCHON**

Vice Chairman of the Supervisory Board of Dexia Kommunalbank Deutschland AG  
Chairman of the Board of Directors of Dexia Funding Luxembourg  
Director of Dexia Investment Company  
Director of Dexia LdG Banque SA  
Director of Parfipar SA  
Director of the Société de la Bourse de Luxembourg SA

#### **Dexia Crediop, represented by Jean LE NAOUR**

Chief Executive Officer of Dexia Crediop

#### **Dexia Bank Belgium, represented by Michel LUTTGENS**

Director of ADINFO Belgium S.A.  
Chairman of the Board of Directors of Cevi N.V.  
Chairman of the Board of Directors of Logins N.V.

#### **Dexia Credit Local, represented by Pascal POUPELLE**

Member of the Management Board of Dexia SA

Chief Executive Officer and director of Dexia Credit Local  
Vice- chairman of the Board of Directors of Dexia Crediop  
Chairman of the Board of Directors of Dexia Sabadell  
Permanent Representative of Dexia Credit Local, Member of the Board of Directors of Dexia CLF Banque  
Permanent Representative of Dexia Credit Local, Member of SOFCA-GIE  
Chairman of the board of directors of Dexia Sofaxis  
Director of Dexia Holdings Inc  
Director of Dexia FP Holdings Inc  
Director of Dexia Financial Products Services LLC (formerly HF Services LLC)  
Director of FSA Asset Management LLC  
Director of FSA Capital Markets Services LLC  
Director of FSA Capital Management Services LLC  
Chairman of the Board of Directors of LCL Obligations Euro

**Dexia Sabadell SA, represented by José Luis CASTILLO**

Chief Executive Officer of Dexia Sabadell SA  
Director of Popular Banca Privada

**Didier CASAS**

Permanent representative of Dexia CLF Immo, Director of Compagnie pour le Foncier et l'Habitat (CFH)  
Chairman of the Board of Directors of Dexia CLF Immo

**Jean-Luc GUITARD**

Director of Dexia Sofaxis  
Chairman of the Board of Directors of Dexia CLF Banque  
Permanent representative of Dexia Credit Local, Director of Dexia Flobail  
Permanent Representative of Dexia Credit Local, Director of Dexia CLF Immo  
Director of Domiserve  
Permanent representative of Dexia Credit Local, Director of Domiserve +  
Director of Dexia LdG Banque SA  
Director of Fédération des Entreprises publiques locales  
Member of the Collegial Committee of Exterimmo  
Permanent Representative of Dexia Credit Local, Director of Publiservices

**Johan VANKELECOM**

**Edouard DARYABEGUI-GUILANI**

Member of the Executive Board of Dexia Kommunalkredit Bank AG  
Member of the Supervisory Board of Dexia Kommunalkredit Bank Polska

**Stéphane VERMEIRE**

Chairman of the board of directors of DCL Asia Pacific Pty Ltd  
Chairman of the supervisory board of Dexia Kommunalkredit Bank AG  
Chairman of the supervisory board of Dexia Kommunalkredit Bank AG  
Chairman of the board of directors of Dexia Israël Bank Ltd  
Director of Dexia Sabadell SA  
Director of Fonds de pension complémentaire Dexia  
Chairman of the board of directors of Vermeire Transmissions SA  
Chairman of the board of directors of Vermeire Aandrijvingen NV  
Chairman of the board of directors of Produits pour le Commerce pour l'Industrie

**MEMBERS OF THE EXECUTIVE BOARD AND THEIR MEMBERSHIP IN OTHER BOARDS**

*Chairman*

**François LAUGIER**

Member of the Supervisory Board of Dexia Kommunalkredit Bank A.G.

Director of SISL  
Director of Dexia LdG Banque SA  
Member of the Supervisory Board of Dexia Kommunalbank Deutschland AG  
Director of Dexia Crediop

*Members*

**Gilles GALLERNE**  
Chief Executive Officer  
Director of CBX.GEST

**Cécile VAN DE MOOSDYK**  
Chief Executive Officer

**Hervé FOYAN-DJOU DOM**  
Member of the Executive Board  
Managing Director of Dexia Credit Local Dublin Branch  
Managing Director of Dexia Municipal Agency Dublin Branch

**Christophe PIATTE**  
Managing Director of Dexia Municipal Agency Dublin Branch  
Director of SISL  
Director of SISL UK Co

No potential conflicts of interest exist between duties to the Issuer of the persons on the Executive Board and Supervisory Board, as listed above, and their private interests.

For the purposes of this section, the members of the supervisory board and executive board elect domicile at the registered office of the Dexia Municipal Agency, Tour Dexia La Défense 2 - 1, passerelle des Reflets- 92913 La Défense France.

## STATUTORY AUDITORS

The statutory auditors of Dexia Municipal Agency for the financial years ended 31 December 2008 and 2009 and their alternates were:

### MAZARS

Exaltis – 61, rue Henri Regnault - 92075 La Défense Cedex  
represented by Hervé Helias, Partner and Virginie Chauvin, Partner  
Alternate : Pierre Masieri

### DELOITTE & ASSOCIES

185, avenue Charles de Gaulle - 92524 Neuilly-sur-Seine  
represented by Jose-Luis Garcia, Partner  
Alternate: BEAS represented by Mireille Berthelot, Partner

Mazars and Deloitte & Associés 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 Paris*.

## MAJOR SHAREHOLDERS

	2005	2006	2007	2008	2009
- Dexia Credit Local	99.99 %	99.99 %	99.99 %	99.99 %	99.99%
- French and/or Belgian private, institutional and corporate investors	0.01%	0.01%	0.01%	0.01%	0.01%

As of 1 July 2010, the 99.99% of the issued share capital of Dexia Municipal Agency was held by Dexia Credit Local and 0.01% of the issued share capital was held by French and/or Belgian private, institutional and corporate investors.

## SELECTED FINANCIAL INFORMATION

As of 31 December 2009, Dexia Municipal Agency had a shareholders' equity of 1,205 million euros (compared to 1,071 millions euros as of 31 December 2008).

Its financial debt amounted to 77,712 million euros (compared to 76,611 million euros as of 31 December 2008). It was comprised of debt benefiting from the legal privilege\* totaling 67,360 million euros (compared to 64,728 million euros as of 31 December 2008) and debt not benefiting from this privilege\*\* totaling 10,352 million euros (compared to 11,883 million euros as of 31 December 2008).

\* obligations foncières, registered covered bonds and collateral received in cash

\*\* financing received from Dexia Credit Local (overcollateral), and from Banque de France (excess overcollateral) if needed

<b>Millions euros</b>	<b>As of 31 December</b>	
	<b>2009</b>	<b>2008</b>
Core shareholders' equity	1,205	1,071
<i>(excluding unrealized gains &amp; losses)</i>		
Financial debt	77,712	76,611
- privileged debt	67,360	64,728
- non privileged debt	10,352	11,883
Balance sheet total	85,830	86,847

Net banking income for the year ended on 31 December 2009 amounted to 305 million euros (compared to 254 million euros in 2008). Net income for the year ended on 31 December 2009 amounted to 134 million euros (compared to 113 million euros in 2008).

<b>Millions euros</b>	<b>Fiscal year</b>	
	<b>2009</b>	<b>2008</b>
Net banking income	305	254
Operating income	207	159
Net income	134	113

*Figures shown in the tables above are extracted from Dexia Municipal Agency audited annual financial statements and were established in accordance with IFRS, as adopted by the European Commission.*



### **Auditing of historical annual financial information**

The statutory auditors of Dexia Municipal Agency have prepared a report in accordance with Article L. 225-235 of the French Code of Commerce on the report from the Chairman of the Supervisory Board of Dexia Municipal Agency on information given on the internal control procedures relating to the preparation and production of financial and accounting information. Such report dated 30 March 2010 can be found on page 125 of the Issuer's Annual Report 2009.

### **Legal and arbitration proceedings**

The Issuer is not or has not been involved in any governmental litigation or proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this Base Prospectus which may or have in such period had a significant effect on the financial position or profitability of the Issuer.

### **No material adverse change and no significant change**

There has been no significant change in the financial position of the Issuer since 31 March 2010 nor any material adverse change in the prospects of the Issuer since 31 December 2009.

### **Debt securities issued since 1<sup>st</sup> April 2010**

Between 1<sup>st</sup> April 2010 and 22 June 2010, Dexia Municipal Agency has issued debt securities issued in the form of *obligations foncières* and other resources benefiting from the *privilège* for an amount of EUR 2,227,000,000.

## MATERIAL CONTRACTS

Dexia Municipal Agency has contractually entrusted its parent company Dexia Credit Local with operational management. Specific management contracts have also been signed with other entities in the Dexia group that transfer assets to Dexia Municipal Agency and continue to handle the administration of these assets *vis-à-vis* their national clients. At the end of 2009, the following contracts were operative: Kommunalkredit Austria; Dexia Crediop (Italy), a subsidiary of Dexia Credit Local and Dexia Bank Belgium, a Dexia SA subsidiary.. All these management contracts already existed the last three years, and no new contract was signed in 2009. It should be noted that the management agreement with Dexia Public Finance Norden, Dexia Credit Local's branch in Stockholm, which previously existed, was cancelled at the end of 2009. The management of the Swedish loans has been taken over by Dexia Credit Local in Paris.

Since 2006, Dexia MA operates a branch in Dublin. The role of this entity is to facilitate refinancing of public sector assets held by the Dexia Credit Local branch in Dublin, as well as financing for new assets generated by the Dexia group in its international activities. The creation of Dexia MA branch in Dublin does not affect the characteristic of the *privilège of sociétés de crédit foncier* under French law. Since *sociétés de crédit foncier* have no direct employess (Article L. 515-22 of the French Monetary and Financial Code), an extension of the management contract signed by Dexia Credit Local and Dexia MA entrusts management of the Dexia MA branch in Dublin to the Dublin branch of Dexia Credit Local.

## TAXATION

*The statements herein regarding taxation are based on the laws of the European Union and the laws in force in France and/or, as the case may be, the Grand Duchy of Luxembourg as of the date of this Programme and are subject to any changes in law. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Obligations Foncières. Each prospective holder or beneficial owner of Obligations Foncières should consult its tax advisor as to the European Union, Luxembourg or, as the case may be, the French tax consequences of any investment in or ownership and disposition of the Obligations Foncières.*

### EU Taxation

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

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

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

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

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

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

## France - Taxation

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.

### ***Obligations Foncières* which are not assimilated to (*assimilables* for the purpose of French law) *Obligations Foncières* issued before 1 March 2010**

Following the enactment of the French *loi de finances rectificative pour 2009 no. 3* (no. 2009-1674 dated 30 December 2009) (the “**Law**”), payments of interest and other revenues made by the Issuer with respect to *Obligations Foncières* issued on or after 1 March 2010 (other than *Obligations Foncières* (described below) which are assimilated to (*assimilables* for the purpose of French law), and form a single series with, *Obligations Foncières* issued prior to 1 March 2010 benefitting from the exemption from withholding tax of Article 131 *quater* of the French *Code général des impôts*) will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a “**Non-Cooperative State**”). If such payments under the *Obligations Foncières* are made in a Non-Cooperative State, a 50% withholding tax will be applicable (subject to certain exceptions and to the more favourable provisions of an applicable double tax treaty) by virtue of Article 125 A III of the French *Code général des impôts*.

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

Notwithstanding the foregoing, the Law provides that neither the 50% withholding tax set out under Article 125 A III of the French *Code général des impôts* nor to the extent the relevant interest or other revenues relate to genuine transactions and are not in an abnormal or exaggerated amount the non-deductibility set out under Article 238 A of the French *Code général des impôts* will apply in respect of a particular issue of *Obligations Foncières* if the Issuer can prove that the principal purpose and effect of such issue of *Obligations Foncières* 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 *Obligations Foncières* will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of *Obligations Foncières*, if such *Obligations Foncières* 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 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.

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

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

*Obligations Foncières* 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*) no. 2007/59 (FP) and no. 2009/23 (FP) of the French tax authorities dated 8 January 2008 and 7 April 2009, respectively, or other debt securities issued under French or foreign law and considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France for the purpose of Article 131 *quater* of the French *Code général des impôts*, in accordance with Circular 5 I-11-98 of the French tax authorities dated 30 September 1998 and the aforementioned rulings (*rescrits*) no. 2007/59 (FP) and no. 2009/23 (FP).

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

## **Luxembourg - Taxation**

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

### **Withholding tax**

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

### **Individuals**

#### *Luxembourg non-residents*

Under the Luxembourg laws dated 21 June 2005 implementing the Directive and several agreements concluded between Luxembourg and certain dependent or associated territories of the European Union (“EU”), a Luxembourg based paying agent (within the meaning of the Directive) is required since 1 July 2005 to withhold tax on interest and other similar income paid by it to (or under certain circumstances, to the benefit of) an individual resident in another Member State or in certain EU dependent or associated territories, unless the beneficiary of the interest payments elects for an exchange of information or for the tax certificate procedure. The

same regime applies to payments of interest and other similar income made to certain so-called “residual entities” within the meaning of Article 4.2 of the Directive (*i.e.* an entity established in a Member State or in certain EU dependent or associated territories without legal personality (the Finnish and Swedish companies listed in Article 4.5 of the Directive are not considered as legal persons for this purpose), whose profits are not taxed under the general arrangements for the business taxation and that is not, or has not opted to be considered as, a UCITS recognised in accordance with Council Directive 85/611/EEC).

The withholding tax rate is 20 per cent. (as from 1 July 2008) increasing to 35 per cent. (as of 1 July 2011). The withholding tax system will only apply during a transitional period, the ending of which depends on the conclusion of certain agreements relating to information exchange with certain third countries.

#### *Luxembourg residents*

A 10 per cent. withholding tax is levied on interest payments made by Luxembourg paying agents (defined in the same way as in the Directive) to Luxembourg individual residents or to certain residual entities (as described above) 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).

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

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

Pursuant to the Luxembourg law of 23 December 2005 as amended by the law of 17 July 2008, Luxembourg resident individuals, acting in the course of their private wealth, can opt to self-declare and pay a 10 per cent. tax on interest payments made after 31 December 2007 by paying agents (defined in the same way as in the Directive) located in an EU Member State other than Luxembourg, a Member State of the European Economic Area other than an EU Member State or in a State or territory which has concluded an international agreement directly related to the Directive.

#### **Corporations**

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

## SUBSCRIPTION AND SALE

Subject to the terms and on the conditions contained in an amended and restated distribution agreement dated 24 July 2008 as supplemented by a first supplemental distribution agreement dated 10 July 2009 and a second supplemental distribution agreement dated 2 July 2010 (together, the “**Amended and Restated Distribution Agreement**”) between the Issuer, the Permanent Dealers and the Arrangers, the *Obligations Foncières* will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell *Obligations Foncières* directly on its own behalf to Dealers that are not Permanent Dealers. The *Obligations Foncières* 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 *Obligations Foncières* may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Amended and Restated Distribution Agreement also provides for *Obligations Foncières* 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 *Obligations Foncières* subscribed by it. The Issuer has agreed to reimburse the Arrangers for their expenses incurred in connection with the establishment of the Programme and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of *Obligations Foncières* 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 *Obligations Foncières*. The Amended and Restated Distribution Agreement entitles the Dealers to terminate any agreement that they make to subscribe *Obligations Foncières* in certain circumstances prior to payment for such *Obligations Foncières* being made to the Issuer.

### **Selling Restrictions**

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

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”), it has not made and will not make an offer of *Obligations Foncières* which are 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 it may, with effect from and including the Relevant Implementation Date, make an offer of such *Obligations Foncières* to the public in that Relevant Member State:

- (i) if the final terms in relation to the *Obligations Foncières* specify that an offer of those *Obligations Foncières* 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 *Obligations Foncières* which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State, in accordance with the Prospectus Directive, and notified to the competent authority in that Relevant Member State, provided that such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive in accordance with the Prospectus Directive in the period beginning and ending on the dates specified in such prospectus or final terms;
- (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 €43,000,000 and (3) an annual turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or

- (iv) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive,

provided that no such offer of *Obligations Foncières* 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 *Obligations Foncières* to the public**” in relation to any *Obligations Foncières* 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 *Obligations Foncières* to be offered so as to enable an investor to decide to purchase or subscribe the *Obligations Foncières*, 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 and each further Dealer appointed under the Programme will be required to represent and agree that:

(i) **Offer to the public in France:**

it has only made and will only make an offer of *Obligations Foncières* to the public in France in the period beginning on the date of notification to the *Autorité des marchés financiers* (“**AMF**”) of the approval of the prospectus relating to those *Obligations Foncières* by the competent authority of a Member State of the European Economic Area, other than the AMF, which has implemented the Prospectus Directive 2003/71/EC, all in accordance with Articles L.412-1 and L.621-8 of the French Monetary and Financial 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

(ii) **Private placement in France:**

it has not offered or sold and will not offer or sell, directly or indirectly, any *Obligations Foncières* 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 *Obligations Foncières* 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, and/or (b) qualified investors (*investisseurs qualifiés*) acting for their own account, as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French Monetary and Financial Code.

If necessary these selling restrictions will be supplemented in the relevant Final Terms.

### **United States**

The *Obligations Foncières* have not been and will not be registered under the Securities Act. In addition, bearer Materialised *Obligations Foncières* having a maturity of more than one year are subject to U.S. tax law requirements. Subject to certain exceptions, *Obligations Foncières* may not be offered or sold within the United States or in the case of bearer Materialised *Obligations Foncières*, offered, sold or delivered within the United States or to U.S. person. Each Dealer has agreed that it will not offer or sell or, in the case of Materialised *Obligations Foncières* in bearer form, deliver the *Obligations Foncières* within the United States or, in the case of bearer Materialised *Obligations Foncières*, to U.S. persons.

The *Obligations Foncières* are being offered in reliance on Regulation S.



In addition, until 40 days after the commencement of the offering, an offer or sale of any identifiable Tranche of such *Obligations Foncières* 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 and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- (i) in relation to any *Obligations Foncières* which must be redeemed before the first anniversary of the date of their 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 *Obligations Foncières* other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the *Obligations Foncières* 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 *Obligations Foncières* 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 *Obligations Foncières* in, from or otherwise involving the United Kingdom.

## Japan

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

## Republic of Italy

The offering of the *Obligations Foncières* has not been registered with the *Commissione Nazionale per le Società e la Borsa* (“**CONSOB**”) pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered, sold or distributed, and will not offer, sell or distribute any *Obligations Foncières* or any copy of this Base Prospectus or any other offer document in the Republic of Italy (“**Italy**”) except:

(a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree no. 58 of 24 February 1998 (the “**Consolidated Financial Services Act**”) and Article 34-*ter*, paragraph 1, letter (b) of CONSOB regulation No. 11971 of 14 May 1999 (the “**CONSOB Regulation**”), all as amended; or

(b) in any other circumstances where an express exemption from compliance with the restrictions on offers to the public applies, as provided under Article 100 of the Consolidated Financial Services Act and Article 34-*ter* of the CONSOB Regulation.

Moreover, and subject to the foregoing, any offer, sale or delivery of the *Obligations Foncières* or distribution of copies of this Base Prospectus or any other document relating to the *Obligations Foncières* in Italy under (a) or (b) above must be:

(i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Consolidated Financial Services Act, Legislative Decree No. 385 of 1 September 1993 (the “**Banking Act**”), CONSOB Regulation No. 16190 of 29 October 2007, all as amended;

(ii) in compliance with Article 129 of the Banking Act and the implementing guidelines, pursuant to which the Bank of Italy may request information on the offering or issue of securities in Italy; and

(iii) in compliance with any securities, tax, exchange control and any other applicable laws and regulations, including any limitation or requirement which may be imposed from time to time, inter alia, by CONSOB or the Bank of Italy.

Any investor purchasing the *Obligations Foncières* in this offering is solely responsible for ensuring that any offer or resale of the *Obligations Foncières* it purchases in this offering occurs in compliance with applicable laws and regulations.

Article 100-bis of the Consolidated Financial Services Act affects the transferability of the *Obligations Foncières* in Italy to the extent that any placing of the *Obligations Foncières* is made solely with qualified investors and such *Obligations Foncières* are then systematically resold to non-qualified investors on the secondary market at any time in the 12 months following such placing. Where this occurs, if a prospectus compliant with the Prospectus Directive has not been published, purchasers of *Obligations Foncières* who are acting outside of the course of their business or profession may in certain circumstances be entitled to declare such purchase void and to claim damages from any authorised person at whose premises the *Obligations Foncières* were purchased, unless an exemption provided for under the Consolidated Financial Services Act applies.

## **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 *Obligations Foncières* to which it relates or in a Supplement to the Base Prospectus.

Unless otherwise specified in the Final Terms, no action has been taken in any jurisdiction that would permit an offer to the public offering of any of the *Obligations Foncières*, 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 securities laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers *Obligations Foncières* or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms and neither the Issuer nor any other Dealer shall have responsibility therefore.

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

## FORM OF FINAL TERMS 1

FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF *OBLIGATIONS FONCIÈRES* WITH A DENOMINATION OF LESS THAN €50,000 TO BE ADMITTED TO TRADING ON A REGULATED MARKET OR REGULATED MARKETS AND/OR OFFERED TO THE PUBLIC IN THE EUROPEAN ECONOMIC AREA

**Final Terms dated [●]**

[LOGO, if document is printed]

**DEXIA MUNICIPAL AGENCY  
(the “Issuer”)**

Euro 75,000,000,000

Euro Medium Term Note Programme

for the issue of *Obligations Foncières*

Due from one month from the date of the original issue

**SERIES NO: [●]**

**TRANCHE NO: [●]**

**[Brief Description and Amount of *Obligations Foncières*]**

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 *Obligations Foncières* in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the *Obligations Foncières*. Accordingly any person making or intending to make an offer of the *Obligations Foncières* 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 37 of Part A below, provided such person is one of the persons mentioned in Paragraph 37 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 *Obligations Foncières* in any other circumstances] [*Include this legend where a non-exempt offer of Obligations Foncières is anticipated*].

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of *Obligations Foncières* in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the *Obligations Foncières*. Accordingly any person making or intending to make an offer in that Relevant Member State of the *Obligations Foncières* 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 *Obligations Foncières* in any other circumstances] [*Include this legend where an exempt offer of Obligations Foncières 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 [•] [and the supplement[s] to the Base Prospectus dated [•]] 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 *Obligations Foncières* 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 *Obligations Foncières* is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplement[s] to the Base Prospectus] [is] [are] available for viewing at the office of the Fiscal Agent or each of the Paying Agents and was/were published in accordance with the provisions of Article 14 of the Prospectus Directive, admitting the validity of disclosure carried out, *inter alia* and always at the choice of the Issuer, though release on the website of the Issuer ([www.dexia-ma.com](http://www.dexia-ma.com)) or on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)), and copies may be obtained from Dexia Municipal Agency, Tour Dexia, La Défense 2 - 1, passerelle des Reflets, TSA 92202 - 92919 La Défense Cedex, France.

[*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus and/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 *Obligations Foncières* 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 *Obligations Foncières* 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 Luxembourg Stock Exchange (www.bourse.lu), or otherwise in accordance with the provisions of Article 14 of the Prospectus Directive, and copies may be obtained from Dexia Municipal Agency, Tour Dexia, La Défense 2 - 1, passerelle des Reflets, TSA 92202 - 92919 La Défense Cedex, France.

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or 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:	Dexia Municipal Agency
2	(i) Series Number:	[•]
	(ii) Tranche Number:	[•]
	<i>(If fungible with an existing Series, details of that Series, including the date on which the Obligations Foncières become fungible.)</i>	
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 [insert date] (if applicable)]
6	Specified Denomination[s]:	[•] ( <i>one denomination only for Dematerialised Obligations Foncières</i> ) <sup>2</sup>
7	(i) Issue Date:	[•]
	(ii) Interest Commencement Date:	[•] / Not Applicable
8	Maturity Date:	<i>[specify date or (for Floating Rate Obligations Foncières) Interest Payment Date falling in or nearest to the relevant month and year]</i>

<sup>2</sup> *Obligations Foncières* (including *Obligations Foncières* denominated in sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA and having a maturity of less than one year must have a minimum denomination of £100,000 (or its equivalent in other currencies).

- 9 Interest Basis: [•] per cent. Fixed Rate  
 [[specify reference rate] +/- [•] per cent. Floating Rate]  
 [Zero Coupon]  
 [Index Linked Interest]  
 [Other (specify)]  
 [(further particulars specified below)]
- 10 Redemption/Payment Basis: [Redemption at par]  
 [Index Linked Redemption]  
 [Dual Currency]  
 [Partly Paid]  
 [Instalment]  
 [Other (specify)]  
*(N.B. If the Final Redemption Amount is different from 100 per cent. of the nominal value, the Obligations Foncières will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)*
- 11 Change of Interest or Redemption/Payment Basis: [Specify details of any provision for convertibility of Obligations Foncières into another interest or redemption/payment basis]
- 12 Call Options: [Issuer Call]  
 [(further particulars specified below)]
- 13 (i) Status of the *Obligations Foncières*: *Obligations Foncières*  
 (ii) Dates of the corporate authorisations for issuance of *Obligations Foncières* obtained: Decision of the *Directoire* of Dexia Municipal Agency dated [•] deciding the issue of the *Obligations Foncières* and authorizing Mr [•], President or any of its *Directeurs Généraux* to sign and execute all documents in relation to the issue of the *Obligations Foncières*.
- 14 Method of distribution: [Syndicated/Non-syndicated]
- PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**
- 15 **Fixed Rate *Obligation Foncière* 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 [•] in nominal amount / Not Applicable]
- (iv) Broken Amount(s): [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 Date(s) (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 *Obligations Foncières*: [Not Applicable/give details]
  - (i) Business Day Convention: [Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Other (give details)]
  - (ii) Business Centre(s): [•]

**16 Floating Rate Provisions**

- (i) Interest Period(s) [•]
- (ii) Specified Interest Payment Dates: [•]
- (iii) First Specified Interest Payment Date: [•]
- (iv) Interest Period Date: [•]  
(Not applicable unless different from Interest Payment Date)
- (v) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
- (vi) Business Centre(s) (Condition 5(c)): [•]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/other (give details)]
- (viii) Calculation Agent responsible for calculating the Rate(s) of Interest and Interest Amount(s): [•]
- (ix) Screen Rate Determination (Condition 5(c)(iii)(B)): [•]  
-- 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] [, subject to adjustment in accordance with [Following Business Day Convention/Modified Following Business Day Convention /Preceding Business Day Convention/other (give details)].]
	-- Relevant Screen Page:	[•]
(x)	ISDA Determination (Condition 5(c)(iii)(A)):	
	-- Floating Rate Option:	[•]
	-- Designated Maturity:	[•]
	-- Reset Date:	[•]
	-- ISDA Definitions: (if different from those set out in the Conditions)	[•]
(xi)	Margin(s):	[+/-] [•] per cent. per annum
(xii)	Minimum Rate of Interest:	[Not Applicable] / [•] per cent. per annum
(xiii)	Maximum Rate of Interest:	[Not Applicable] / [•] per cent. per annum
(xiv)	Day Count Fraction (Condition 5(a)):	[•]
(xv)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate <i>Obligations Foncières</i> , if different from those set out in the Conditions:	[•]
<b>17</b>	<b>Zero Coupon <i>Obligation Foncière</i> Provisions</b>	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i> )
	(i) Amortisation Yield (Condition 6(d)):	[•] per cent. per annum
	(ii) Day Count Fraction (Condition 5(a)):	[•]
	(iii) Any other formula/basis of determining amount payable:	[•]
<b>18</b>	<b>Index Linked Interest <i>Obligation Foncière</i> /other variable-linked interest <i>Obligations Foncières</i> Provisions</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) Determination Date(s):	[•]
	(v) Provisions for determining Coupon where calculation by reference to Index and/or Formula an/or other variable is impossible or impracticable or otherwise disrupted:	[•]

- (vi) Interest Period(s): [•]
- (vii) Specified Interest Payment Dates: [•][ subject to adjustment in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Other (*give details*)]]
- (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)): [•](*Note that this item relates to interest period end dates and not to the date and place of payment, to which item 25 relates*)
- (x) Minimum Rate of Interest: [Not Applicable]/[•] per cent. per annum
- (xi) Maximum Rate of Interest: [Not Applicable]/[•] per cent. per annum
- (xii) Day Count Fraction (Condition 5(a)): [•]

**19 Dual Currency *Obligation Foncière* Provisions<sup>3</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: [•]
- (iv) Person at whose option Specified Currency(ies) is/are payable: [•]
- (v) Day Count Fraction (Condition 6(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 *Obligation Foncière* and method, if any, of calculation of such amount(s): [•] per *Obligation Foncière* [of [•] Specified Denomination]
- (iii) If redeemable in part: [•]
  - (a) Minimum Redemption Amount to be redeemed: [•]

<sup>3</sup> If the Final Redemption Amount is different from 100% of the nominal value the *Obligations Foncières* will constitute 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.

	(b) Maximum Redemption Amount to be redeemed:	[•]
	(iv) Option Exercise Date(s):	[•]
	(v) Notice period <sup>4</sup> :	[•]
<b>21</b>	<b>Other Option</b>	[Applicable/Not Applicable] ( <i>If applicable, specify details</i> )
<b>22</b>	<b>Final Redemption Amount of each <i>Obligation Foncière</i></b>	[[•] per <i>Obligation Foncière</i> [of [•] Specified Denomination]/Other/See Appendix]
	In cases where the Final Redemption Amount is Index-Linked or other variable-linked:	<i>(If the Final Redemption Amount is linked to an underlying reference or security, the Obligations Foncières will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)</i>
	(i) Index/Formula/variable:	[give or annex details]
	(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:	[•/Not Applicable]
	(viii) Maximum Final Redemption Amount:	[•/Not Applicable]
<b>23</b>	<b>Early Redemption Amount</b>	

<sup>4</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.*

Early Redemption Amount(s) of each *Obligation Foncière* payable on redemption for taxation reasons or on any early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions):

[Applicable/Not Applicable]

**GENERAL PROVISIONS APPLICABLE TO THE *OBLIGATIONS FONCIÈRES***

- 24 Form of *Obligations Foncières*: [Dematerialised *Obligations Foncières*/Materialised *Obligations Foncières*] (*Materialised Obligations Foncières are only in bearer form*)  
[Delete as appropriate]
- (i) Form of Dematerialised *Obligations Foncières*: [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 Registered Dematerialised Obligations Foncières only; except that the Issuer may be its own Registration Agent*)
- (iii) Temporary Global Certificate: [Not Applicable/Temporary Global Certificate exchangeable for definitive Bearer Materialised *Obligations Foncières* on [•] (the “**Exchange Date**”), being 40 days after the Issue Date subject to postponement as specified in the Temporary Global Certificate]
- (iv) Applicable TEFRA exemption: [C Rules/D Rules/Not Applicable] (*Only applicable to Materialised Obligations Foncières*)
- 25 Financial Centre(s) (Condition 7(h)) or other special provisions relating to Payment Dates: [Not Applicable/Give details]. (*Note that this item relates to the date and place of payment, and not to interest period end dates, to which items 15(ii), 16(iv) and 18(ix) relate*)
- (i) Adjusted Payment Date (Condition 7(h)): [The next following business day unless it would thereby fall into the next calendar month, in which such event such date shall be brought forward to the immediately preceding business day.] [The immediately preceding business day]/[Other\*]
- 26 Talons for future Coupons or Receipts to be attached to definitive Materialised *Obligations Foncières* (and dates on which such Talons mature): [Yes/No/Not Applicable. *If yes, give details*] (*Only applicable to Materialised Obligations Foncières*)

\* In the market practice, if any date for payment in respect of Fixed Rate *Obligations Foncières*, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day (as defined in Condition 7(h)).

- 27 Details relating to Partly Paid *Obligations Foncières*: amount of each payment comprising the Issue Price and date on which each payment is to be made [and consequences (if any) of failure to pay] [Not Applicable/give details]
- 28 Details relating to Instalment *Obligations Foncières*: amount of each instalment, date on which each payment is to be made: [Not Applicable/give details]
- (i) Instalment Amount(s): [•]
- (ii) Instalment Date(s): [•]
- (iii) Minimum Instalment Amount: [•]
- (iv) Maximum Instalment Amount: [•]
- 29 Redenomination, renominalisation 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 this Final Terms] apply]
- 31 Representation of holders of *Obligations Foncières-Masse* (Condition 10)<sup>5</sup>: [Applicable/Not Applicable/Condition 10 replaced by the full provisions of the French Code of Commerce relating to the *Masse*]<sup>6</sup> (Note that: (i) in respect of any *Tranche* of *Obligations Foncières*, Condition 10 may be waived, amended or supplemented, and (ii) in respect of any *Tranche* of *Obligations Foncières* issued inside France, Condition 10 must be waived in its entirety and replaced by the provisions of French Code of Commerce relating to the *Masse*. If Condition 10 (as it may be amended or supplemented) applies or if the full provisions of French Code of Commerce apply, insert details of Representative and Alternative Representative and remuneration, if any)
- 32 Other final terms: [Not Applicable/give details]  
(When adding any other final terms consideration should be given as to whether such terms constitute a "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

<sup>5</sup> The provisions of the French *Code de Commerce* relating to the *Masse* of holders of *Obligations Foncières* are applicable in full to French domestic issues of *Obligations Foncières*. Pursuant to Article L. 228-90 of the French *Code de Commerce*, the *Masse* provisions contained in the French *Code de Commerce* are NOT applicable to international issues (*emprunt émis à l'étranger*); accordingly international issues may have no *Masse* provisions at all or the *Masse* provisions contained in the French *Code de Commerce* may be varied along the lines of the provisions of Condition 10

<sup>6</sup> At the date of this Final Terms the *statuts* of the Issuer do not contemplate (to be amended if the *statuts* of the Issuer have been modified) the right for a holder of an *Obligation Foncière* to participate in a General Meeting by videoconference or any other means of telecommunication allowing the identification of the participating holders of *Obligations Foncières*.

## DISTRIBUTION

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

## 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 *Obligations Foncières* described herein] pursuant to the Euro 75,000,000,000 Euro Medium Term Note Programme of Dexia Municipal Agency.

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[•] has been extracted from [•]. 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 [•], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

Duly represented by:

## PART B – OTHER INFORMATION

*(If any of the following paragraphs is not applicable, delete such paragraph)*

### 1. RISK FACTORS

*[[Insert any issue specific risk factors that are material to the Obligations Foncières being offered and/or admitted to trading in order to assess the market risk associated with these Obligations Foncières and that may affect the Issuer's ability to fulfil its obligations under the Obligations Foncières 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.]\*]*

### 2. LISTING AND ADMISSION TO TRADING

[Application has been made by the Issuer (or on its behalf) for the *Obligations Foncières* to be listed on [the official list of the Luxembourg Stock Exchange] and admitted to trading on the Regulated Market of [*specify relevant regulated market*] with effect from [●].]  
[Application is expected to be made by the Issuer (or on its behalf) for the *Obligations Foncières* 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 admitted to trading.)*

### 3. TERMS AND CONDITIONS OF THE OFFER

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

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

\*\* If the Final Redemption Amount is different from 100% of the nominal value the *Obligations Foncières* 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.

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 *Obligations Foncières* 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:

[Applicable:

*Obligations Foncières* to be issued under the Programme are expected to be rated AAA by Standard & Poor's Rating Services and Fitch Ratings and Aaa by Moody's Investors Services, Inc. ]

[The *Obligations Foncières* to be issued have been rated]:

[S & P: [•]]

[Moody's: [•]]

[[Fitch Ratings]: [•]]

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

#### 5. SPECIFIC CONTROLLER

The specific controller (*contrôleur spécifique*) of the Issuer has certified that the value of the assets of the Issuer will be greater than the value of its liabilities benefiting from the *privilège* defined in Article L. 515-19 of the French Monetary and Financial Code, after settlement of this issue and of the issues which have been the subject of previous attestations.

#### 6. [NOTIFICATION

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



## 7. [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 disclosed in "Subscription and Sale", so far as the Issuer is aware, no person involved in the offer of the *Obligations Foncières* 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.)]*

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

(i) Reasons for the offer: [•] / [See "Use of Proceeds" wording in Prospectus]  
*(If reasons for offer different from 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: [•] / Not Applicable [Include breakdown of expenses.]

*(If the Obligations Foncières 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.)*

## 9. [Fixed Rate Obligations Foncières 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.]

## 10. [Floating Rate Obligations Foncières only - HISTORIC INTEREST RATES

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

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

*Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the*

*underlying and the circumstances when the risks are most evident. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information. Include other information concerning the underlying required by Paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]\* ]*

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

**12. 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]\*. [Dual Currency Obligations Foncières only – PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT**

*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.)]*

**13. [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**

- exercise price or the final reference price of the underlying: [•]
- a statement setting out the type of the underlying and details of where information on the underlying can be obtained: [•]
- an indication where information about the past and the further performance of the underlying and its volatility can be obtained [•]
- where the underlying is an index: [Applicable/Not Applicable]
  - the name of the index and a description of the index if it is composed by the issuer. If the index is not composed by the issuer, where information about the index can be obtained: [•]
- where the underlying is an interest rate: [Applicable/Not Applicable]
  - a description of the interest rate: [•]
- others: [Applicable/Not Applicable]
  - where the underlying does not fall within the

- categories specified above the 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:] \* [•]
- 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: [•]

#### **OTHER**

- A description of how any return on derivative securities takes place, the payment or delivery date, and the way it is calculated: [•]
- Name and address of Calculation Agent: [•]
- Other markets on which securities of the same class of the *Obligations Foncières* to be admitted to trading are already admitted to trading: [•]
- [Information on taxes on the income from the *Obligations Foncières* withheld at source in the country where admission to trading (other than in Luxembourg) is sought: [•]]

#### **14. OPERATIONAL INFORMATION**

- ISIN Code: [•]
- Common Code: [•]
- Depositories:
- (i) Euroclear France to act as Central Depository: [Yes/No]
- (ii) Common Depository 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
- The Agents appointed in respect of the *Obligations Foncières* are: [•]

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

\*\* If the Final Redemption Amount is different from 100% of the nominal value the *Obligations Foncières* 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.

Name and address of the Calculation Agent: [•]

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

The aggregate principal amount of *Obligations Foncières* 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 *Obligations Foncières* not denominated in Euro)

## FORM OF FINAL TERMS 2

FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF *OBLIGATIONS FONCIÈRES* WITH A DENOMINATION OF AT LEAST €50,000 TO BE ADMITTED TO TRADING ON A E.U. REGULATED MARKET

**Final Terms dated [●]**

[LOGO, if document is printed]

**DEXIA MUNICIPAL AGENCY**

**(the “Issuer”)**

Euro 75,000,000,000

Euro Medium Term Note Programme

for the issue of *Obligations Foncières*

Due from one month from the date of the original issue

**SERIES NO: [●]**

**TRANCHE NO: [●]**

**[Brief Description and Amount of *Obligations Foncières*]**

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 [•] [and the supplement[s] to the Base Prospectus dated [•]] 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 *Obligations Foncières* 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 *Obligations Foncières* is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplement[s] to the Base Prospectus] [is] [are] available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the website of the Issuer (www.dexia-ma.com) or on the website of the Luxembourg Stock Exchange (www.bourse.lu), and copies may be obtained from Dexia Municipal Agency, Tour Dexia, La Défense 2 - 1, passerelle des Reflets, TSA 92202 - 92919 La Défense Cedex, France.

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

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the [Base Prospectus/Offering Circular] dated [original date] [and the supplement[s] to the Base Prospectus] dated [•]]. This document constitutes the Final Terms of the *Obligations Foncières* 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 *Obligations Foncières* 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 Luxembourg Stock Exchange (www.bourse.lu), or otherwise in accordance with the provisions of Article 14 of the Prospectus Directive, and copies may be obtained from Dexia Municipal Agency, Tour Dexia, La Défense 2 - 1, passerelle des Reflets, TSA 92202 - 92919 La Défense Cedex, France.

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or 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:              | Dexia Municipal Agency |
| 2 | (i) Series Number:   | [•]                    |
|   | (ii) Tranche Number: | [•]                    |

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

<b>3</b>	Specified Currency or Currencies:	[•]
<b>4</b>	Aggregate Nominal Amount of <i>Obligations Foncières</i> admitted to trading:	
	(i) Series:	[•]
	(ii) Tranche:	[•]
<b>5</b>	Issue Price:	[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from <i>[insert date]</i> (if applicable)]
<b>6</b>	Specified Denomination[s]:	[•] ( <i>one denomination only for Dematerialised Obligations Foncières</i> ) <sup>7</sup>
<b>7</b>	(i) Issue Date:	[•]
	(ii) Interest Commencement Date:	[Specify/Issue Date// Not Applicable]
<b>8</b>	Maturity Date:	<i>[specify date or (for Floating Rate Obligations Foncières) Interest Payment Date falling in or nearest to the relevant month and year]</i>
<b>9</b>	Interest Basis:	[[•] per cent. Fixed Rate]  [[specify reference rate] +/- [•] per cent. Floating Rate]  [Zero Coupon]  [Index Linked Interest]  [Other (specify)]  [(further particulars specified below)]
<b>10</b>	Redemption/Payment Basis:	[Redemption at par]  [Index Linked Redemption]  [Dual Currency]  [Partly Paid]  [Instalment]  [Other (specify)]  <i>(N.B. If the Final Redemption Amount is different from 100 per cent. of the nominal value, the Obligations Foncières will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)</i>
<b>11</b>	Change of Interest or Redemption/Payment Basis:	<i>[Specify details of any provision for convertibility of Obligations Foncières into another interest or redemption/payment basis]</i>
<b>12</b>	Call Options:	[Issuer Call]  [(further particulars specified below)]

<sup>7</sup> *Obligations Foncières* (including *Obligations Foncières* denominated in sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA and having a maturity of less than one year must have a minimum denomination of £100,000 (or its equivalent in other currencies).

13	<p>(i) Status of the <i>Obligations Foncières</i>:</p> <p>(ii) Dates of the corporate authorisations for issuance of <i>Obligations Foncières</i> obtained:</p>	<p>[<i>Obligations Foncières</i>]</p> <p>Decision of the <i>Directoire</i> of Dexia Municipal Agency dated [•] deciding the issue of the <i>Obligations Foncières</i> and authorizing Mr [•], President or any of its <i>Directeurs Généraux</i> to sign and execute all documents in relation to the issue of the <i>Obligations Foncières</i>.</p>
14	Method of distribution:	[Syndicated/Non-syndicated]
<b>PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE</b>		
15	<b>Fixed Rate <i>Obligation Foncière</i> Provisions</b>	<p>[Applicable/Not Applicable]</p> <p><i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p>
(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 [ <i>specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"</i> ]/not adjusted]
(iii)	Fixed Coupon Amount [(s)]:	[[•] per [•] in nominal amount / Not Applicable]
(iv)	Broken Amounts:	[ <i>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</i> ]
(v)	Day Count Fraction (Condition 5(a)):	[30/360 / Actual/Actual (ICMA / ISDA) / other]
(vi)	Determination Date(s) (Condition 5(a)):	[•] in each year ( <i>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)</i> )
(vii)	Other terms relating to the method of calculating interest for Fixed Rate <i>Obligations Foncières</i> :	[Not Applicable/ <i>give details</i> ]
(i)	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> )]
(ii)	Business Centre(s):	[•]
16	<b>Floating Rate Provisions</b>	<p>[Applicable/Not Applicable] (<i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i>).</p>
(i)	Interest Period(s)	[•]



- (ii) Specified Interest Payment Dates: [•]
- (iii) First Specified Interest Payment Date: [•]
- (iv) Interest Period Date: [•]  
*(Not applicable unless different from Interest Payment Date)*
- (v) Business Day Convention: [Floating Rate Business Day Convention/  
Following Business Day Convention/Modified  
Following Business Day Convention/Preceding  
Business Day Convention/other (give details)]
- (vi) Business Centre(s) (Condition 5(c)): [•]
- (vii) Manner in which the Rate(s) of Interest is/are  
to be determined: [Screen Rate Determination/ISDA  
Determination/other (give details)]
- (viii) Calculation Agent responsible for calculating  
the Rate(s) of Interest and Interest Amount(s): [•]
- (ix) Screen Rate Determination (Condition  
5(c)(iii)(B)):  
-- 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] ], subject to adjustment in accordance with  
[Following Business Day Convention/Modified  
Following Business Day Convention/Preceding  
Business Day Convention/other (give details)].]
- Relevant Screen Page: [•]
- (x) ISDA Determination (Condition 5(c)(iii)(A)):  
-- Floating Rate Option: [•]  
-- Designated Maturity: [•]  
-- Reset Date: [•]  
-- ISDA Definitions: (if different from those  
set out in the Conditions) [•]
- (xi) Margin(s): [+/-] [•] per cent. per annum
- (xii) Minimum Rate of Interest: [Not Applicable] / [•] per cent. per annum
- (xiii) Maximum Rate of Interest: [Not Applicable] / [•] per cent. per annum
- (xiv) Day Count Fraction (Condition 5(a)): [•]
- (xv) Fall back provisions, rounding provisions,  
denominator and any other terms relating to  
the method of calculating interest on Floating  
Rate *Obligations Foncières*, if different from  
those set out in the Conditions: [•]
- 17 Zero Coupon *Obligation Foncière* Provisions** [Applicable/Not Applicable] (*If not applicable,  
delete the remaining sub-paragraphs of this  
paragraph*)
- (i) Amortisation Yield (Condition 6(c)): [•] per cent. per annum

	(ii)	Day Count Fraction (Condition 5(a)):	[•]
	(iii)	Any other formula/basis of determining amount payable:	[•]
<b>18</b>		<b>Index Linked Interest Obligation Foncière Provisions / other variable-linked interest Obligations Foncières</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)	Determination Date(s):	[•]
	(v)	Provisions for determining Coupon where calculation by reference to Index and/or Formula an/or other variable is impossible or impracticable or otherwise disrupted:	[•]
	(vi)	Interest Period(s):	[•]
	(vii)	Specified Interest Payment Dates:	[•] subject to adjustment in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Other ( <i>give details</i> )]
	(viii)	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> )]
	(ix)	Business Centre(s) (Condition 5(a)):	[•]( <i>Note that this item relates to interest period end dates and not to the date and place of payment, to which item 25 relates</i> )
	(x)	Minimum Rate of Interest:	[Not Applicable]/[•] per cent. per annum
	(xi)	Maximum Rate of Interest:	[Not Applicable]/[•] per cent. per annum
	(xii)	Day Count Fraction (Condition 5(a)):	[•]
<b>19</b>		<b>Dual Currency Obligation Foncière Provisions<sup>8</sup></b>	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i> )
	(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:	[•]

<sup>8</sup> If the Final Redemption Amount is different from 100% of the nominal value the *Obligations Foncières* will constitute 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.

- (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 6(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 *Obligation Foncière* and method, if any, of calculation of such amount(s): [•] per *Obligation Foncière* [of [•] Specified Denomination]
- (iii) If redeemable in part: [•]
  - (a) Minimum Redemption Amount to be redeemed: [•]
  - (b) Maximum Redemption Amount to be redeemed: [•]
- (iv) Option Exercise Date(s): [•]
- (v) Notice period<sup>9</sup>: [•]

**21 Other Option** [Applicable/Not Applicable] *(If applicable, specify details)*

**22 Final Redemption Amount of each *Obligation Foncière*** [[•] per *Obligation Foncière* [of [•] Specified Denomination]/Other/See Appendix]

In cases where the Final Redemption Amount is Index-Linked or other variable-linked: *(If the Final Redemption Amount is linked to an underlying reference or security, the Obligations Foncières will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)*

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

<sup>9</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.

- (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: [•/Not Applicable]
- (viii) Maximum Final Redemption Amount: [•/Not Applicable]

### 23 Early Redemption Amount

Early Redemption Amount(s) of each *Obligation Foncière* payable on redemption for taxation reasons or on any early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): [Applicable/Not Applicable]

### GENERAL PROVISIONS APPLICABLE TO THE *OBLIGATIONS FONCIÈRES*

- 24 Form of *Obligations Foncières*: [Dematerialised *Obligations Foncières*/Materialised *Obligations Foncières*] (*Materialised Obligations Foncières are only in bearer form*)  
[Delete as appropriate]
- (i) Form of Dematerialised *Obligations Foncières*: [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 Registered Dematerialised Obligations Foncières only; except that the Issuer may be its own Registration Agent*)
- (iii) Temporary Global Certificate: [Not Applicable/Temporary Global Certificate exchangeable for definitive Bearer Materialised *Obligations Foncières* on [•] (the “**Exchange Date**”), being 40 days after the Issue Date subject to postponement as specified in the Temporary Global Certificate]
- (iv) Applicable TEFRA exemption: [C Rules/D Rules/Not Applicable] (*Only applicable to Materialised Obligations Foncières*)
- 25 Financial Centre(s) (Condition 7(h)) or other special provisions relating to Payment Dates: [Not Applicable/Give details]. (*Note that this item relates to the date and place of payment, and not to interest period end dates, to which items 15(ii), 16(iv) and 18(ix) relate*)

(i)	Adjusted Payment Date (Condition 7(h)):	[The next following business day unless it would thereby fall into the next calendar month, in which such event such date shall be brought forward to the immediately preceding business day.] [The immediately preceding business day]/[Other*]
<b>26</b>	Talons for future Coupons or Receipts to be attached to definitive Materialised <i>Obligations Foncières</i> (and dates on which such Talons mature):	[Yes/No/Not Applicable. <i>If yes, give details</i> ] (Only applicable to Materialised <i>Obligations Foncières</i> )
<b>27</b>	Details relating to Partly Paid <i>Obligations Foncières</i> : amount of each payment comprising the Issue Price and date on which each payment is to be made [and consequences (if any) of failure to pay]	[Not Applicable/ <i>give details</i> ]
<b>28</b>	Details relating to Instalment <i>Obligations Foncières</i> : amount of each instalment, date on which each payment is to be made:	[Not Applicable/ <i>give details</i> ]
	(i) Instalment Amount(s):	[•]
	(ii) Instalment Date(s):	[•]
	(iii) Minimum Instalment Amount:	[•]
	(iv) Maximum Instalment Amount:	[•]
<b>29</b>	Redenomination, renominisation and reconventioning provisions:	[Not Applicable/The provisions [in Condition 1(d)] [annexed to this Final Terms] apply]
<b>30</b>	Consolidation provisions:	[Not Applicable/The provisions [in Condition 13(b)] [annexed to this Final Terms] apply]
<b>31</b>	Representation of holders of <i>Obligations Foncières Masse</i> (Condition 10) <sup>10</sup>	[Applicable/Not Applicable/Condition 10 replaced by the full provisions of the French Code of Commerce relating to the <i>Masse</i> ] <sup>11</sup> (Note that: (i) in respect of any <i>Tranche</i> of <i>Obligations Foncières</i> , Condition 10 may be waived, amended or supplemented and (ii) in respect of any <i>Tranche</i> of <i>Obligations Foncières</i> issued inside France, Condition 10 must be waived in its entirety and replaced by the provisions of French Code of Commerce relating to the <i>Masse</i> . If Condition 10 (as it may be amended or supplemented) applies or if the full provisions of French Code of Commerce apply, insert details of Representative and Alternative Representative and remuneration, if any)

\* In the market practice, if any date for payment in respect of Fixed Rate *Obligations Foncières*, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day (as defined in Condition 7(h)).

<sup>10</sup> The provisions of the French Code of Commerce relating to the *Masse* of holders of *Obligations Foncières* are applicable in full to French domestic issues of *Obligations Foncières*. Pursuant to Article L. 228-90 of the French Code of Commerce, the *Masse* provisions contained in the French Code of Commerce are NOT applicable to international issues (*emprunt émis à l'étranger*); accordingly international issues may have no *Masse* provisions at all or the *Masse* provisions contained in the French Code of Commerce may be varied along the lines of the provisions of Condition 10.

<sup>11</sup> At the date of this Final Terms the *statuts* of the Issuer do not contemplate (*to be amended if the *statuts* of the Issuer have been modified*) the right for a holder of an *Obligation Foncière* to participate in a General Meeting by videoconference or any other means of telecommunication allowing the identification of the participating holders of *Obligations Foncières*.

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: [Not Applicable/give names]  
(ii) Stabilising Manager(s) (if any): [Not Applicable/give name]  
34 If non-syndicated, name and address of Dealer: [Not Applicable/give name]  
35 Additional selling restrictions: [Not Applicable/give details]

#### **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 *Obligations Foncières* described herein] pursuant to the Euro 75,000,000,000 Euro Medium Term Note Programme of Dexia Municipal Agency.

#### **RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms. [**•**] has been extracted from [**•**]. 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 [**•**], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

Duly represented by:

## PART B – OTHER INFORMATION

*(If any of the following paragraphs is not applicable, delete such paragraph)*

### 1. RISK FACTORS

*[[Insert any issue specific risk factors that are material to the Obligations Foncières being offered and/or admitted to trading in order to assess the market risk associated with these Obligations Foncières and that may affect the Issuer's ability to fulfil its obligations under the Obligations Foncières 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.]\*]*

### 2. LISTING AND ADMISSION TO TRADING

- (i) Listing and admission to trading: [Application has been made by the Issuer (or on its behalf) for the *Obligations Foncières* to be listed on [the official list of the Luxembourg Stock Exchange] and admitted to trading on the Regulated Market of [specify relevant regulated market ] with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the *Obligations Foncières* 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 admitted to trading.)*
- (ii) Estimate of total expenses related to admission to trading: [●]

### 3. RATINGS

- Ratings: [Applicable]
- Obligations Foncières* to be issued under the Programme are expected to be rated AAA by Standard & Poor's Rating Services and Fitch Ratings and Aaa by Moody's Investors Services, Inc. ]
- [The *Obligations Foncières* to be issued have been rated]:
- [S & P: [●]]  
[Moody's: [●]]  
[[Fitch Ratings]: [●]]
- (The above disclosure should reflect the rating allocated to Obligations Foncières of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

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

\*\* If the Final Redemption Amount is different from 100% of the nominal value the *Obligations Foncières* 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.

#### 4. [NOTIFICATION]

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

#### 5. SPECIFIC CONTROLLER

The specific controller (*contrôleur spécifique*) of the Issuer has certified that the value of the assets of the Issuer will be greater than the value of its liabilities benefiting from the *privilège* defined in Article L. 515-19 of the French Monetary and Financial Code, after settlement of this issue and of the issues which have been the subject of previous attestations.

#### 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 disclosed in "Subscription and Sale", so far as the Issuer is aware, no person involved in the offer of the *Obligations Foncières* 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

(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:] [•] / Not Applicable [Include breakdown of expenses.]  
*(If the Obligations Foncières 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 Obligations Foncières only – YIELD

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



**9. [Index-Linked or other variable-linked Obligations Foncières only – PERFORMANCE OF INDEX/FORMULA/OTHER VARIABLE AND OTHER INFORMATION CONCERNING THE UNDERLYING**

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

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

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].

**10. [Dual Currency Obligations Foncières only – PERFORMANCE OF RATE[S] OF EXCHANGE**

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

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

**11. [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**

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

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

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

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

- the name of the index and a description of the index if it is composed by the issuer. If

- the index is not composed by the issuer, where information about the index can be obtained: [•]
- where the underlying is an interest rate: [Applicable/Not Applicable]
  - a description of the interest rate: [•]
- others: [Applicable/Not Applicable]
  - where the underlying does not fall within the categories specified above the 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:] \* [•]

- 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: [•]

## OTHER

A description of how any return on derivative securities takes place, the payment or delivery date, and the way it is calculated: [•]

Name and address of Calculation Agent: [•]

Other markets on which securities of the same class of the *Obligations Foncières* to be admitted to trading are already admitted to trading: [•]

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

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

\*\* If the Final Redemption Amount is different from 100% of the nominal value the *Obligations Foncières* 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.

## 12. OPERATIONAL INFORMATION

ISIN Code:

Common Code:

Depositories:

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

(ii) Common Depository 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) [and address(es)]]

Delivery:  Delivery [against/free of] payment

Name and address of Calculation Agent:

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

The aggregate principal amount of *Obligations Foncières* 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 *Obligations Foncières* not denominated in Euro)

## FORM OF FINAL TERMS 3

FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF *OBLIGATIONS FONCIÈRES* THE  
PLACEMENT OF WHICH DOES NOT REQUIRE THE PUBLICATION OF A PROSPECTUS PURSUANT TO  
THE PROSPECTUS DIRECTIVE 2003/71/EC

**Final Terms dated [•]**

[LOGO, if document is printed]

**DEXIA MUNICIPAL AGENCY**

**(the “Issuer”)**

Euro 75,000,000,000

Euro Medium Term Note Programme

for the issue of *Obligations Foncières*

Due from one month from the date of the original issue

**SERIES NO: [•]**

**TRANCHE NO: [•]**

**[Brief Description and Amount of *Obligations Foncières*]**

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 [•][and the supplement[s] to the Base Prospectus dated [•]].

This document constitutes the Final Terms of the *Obligations Foncières* and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the *Obligations Foncières* is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplement[s] to the Base Prospectus] [is] [are] available for viewing at the office of the Fiscal Agent or each of the Paying Agents.

*[In the case of Notes which do not benefit from the Exception provided under the ruling (rescrit) n°2010/11 (FP and FE) of the French tax authorities dated 22 February 2010 (please refer to France – Taxation section of the Base Prospectus) it will be necessary to (a) make additional modifications to the terms of these Final Terms and (b) consider including additional risk factors, to take account of the tax regime introduced by Article 22 of the French loi de finances rectificative pour 2009 n°3 (n°2009-1674 dated 30 December 2009).]*

1	Issuer:	Dexia Municipal Agency
2	(i) Series Number:	[•]
	(ii) Tranche Number:	[•]
	<i>(if fungible with an existing Series, details of that Series, including the date on which the Obligations Foncières become fungible.)</i>	
3	Specified Currency or Currencies:	[•]
4	Aggregate Nominal Amount of <i>Obligations Foncières</i> :	
	(i) Series:	[•]
	(ii) Tranche:	[•]
5	Issue Price:	[•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]
6	Specified Denomination[s]:	[•] (one denomination only for Dematerialised <i>Obligations Foncières</i> ) <sup>1</sup>
7	(i) Issue Date:	[•]
	(ii) Interest Commencement Date:	[•] / Not Applicable
8	Maturity Date:	<i>[specify date or (for Floating Rate Obligations Foncières) Interest Payment Date falling in or nearest to the relevant month and year]</i>
9	Interest Basis:	[[•] per cent. Fixed Rate] [[specify reference rate] +/ [•] per cent. Floating Rate] [Zero Coupon]

<sup>1</sup> *Obligations Foncières* (including *Obligations Foncières* denominated in sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA and having a maturity of less than one year must have a minimum denomination of £100,000 (or its equivalent in other currencies).

- [Index Linked Interest]  
 [Other (specify)]  
 [(further particulars specified below)]
- 10** Redemption/Payment Basis: [Redemption at par]  
 [Index Linked Redemption]  
 [Dual Currency]  
 [Partly Paid]  
 [Instalment]  
 [Other (specify)]
- 11** Change of Interest or Redemption/Payment Basis: [*Specify details of any provision for convertibility of Obligations Foncières into another interest or redemption/payment basis*]
- 12** Call Options: [Issuer Call]  
 [(further particulars specified below)]
- 13** (i) Status of the *Obligations Foncières*: [*Obligations Foncières*]  
 (ii) Dates the corporate authorisations for issuance of the *Obligations Foncières* obtained: Decision of the *Directoire* of Dexia Municipal Agency dated [•] deciding the issue of the *Obligations Foncières* and authorising Mr [•], President or any of its *Directeurs Généraux* officers to sign and execute all documents in relation to the issue of the *Obligations Foncières*
- 14** Method of distribution: [Syndicated/Non syndicated]
- PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**
- 15** **Fixed Rate *Obligation Foncière* 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 [•] in nominal amount / Not Applicable]
- (iv) Broken Amounts: [*Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon*]

		<i>Amount [(s)] and the Interest Payment Date(s) to which they relate]</i>
(v)	Day Count Fraction (Condition 5(a)):	[30/360 / Actual/Actual (ICMA / ISDA) / other ]
(vi)	Determination Date(s) (Condition 5(a)):	[•] in each year ( <i>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)</i> )
(vii)	Other terms relating to the method of calculating interest for Fixed Rate <i>Obligations Foncières</i> :	[Not Applicable/give details]
	(i) 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> )]
	(ii) Business Centre(s):	[•]
<b>16</b>	<b>Floating Rate Provisions</b>	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub paragraphs of this paragraph.</i> )
(i)	Interest Period(s):	[•]
(ii)	Specified Interest Payment Dates:	[•]
(iii)	First Specified Interest Payment Date:	[•]
(iv)	Interest Period Date:	[•] ( <i>Not applicable unless different from Interest Payment Date</i> )
(v)	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> )]
(vi)	Business Centre(s) (Condition 5(c)):	[•]
(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)	Calculation Agent responsible for calculating the Rate(s) of Interest and Interest Amount(s):	[•]
(ix)	Screen Rate Determination (Condition 5(c)(iii)(B)):	
	• 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] [, subject to adjustment in

	accordance with [Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/other ( <i>give details</i> )]
• Relevant Screen Page	[•]
(x) ISDA Determination (Condition 5(c)(iii)(A)):	
• Floating Rate Option:	[•]
• Designated Maturity:	[•]
• Reset Date:	[•]
• ISDA Definitions: (if different from those set out in the Conditions)	[•]
(xi) Margin(s):	[+/-] [•] per cent. per annum
(xii) Minimum Rate of Interest:	[Not Applicable] / [•] per cent. per annum
(xiii) Maximum Rate of Interest:	[Not Applicable] / [•] per cent. per annum
(xiv) Day Count Fraction (Condition 5(a)):	[•]
(xv) [Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate <i>Obligations Foncières</i> , if different from those set out in the Conditions:]	[•]
<b>17 Zero Coupon <i>Obligation Foncière</i> Provisions</b>	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub paragraphs of this paragraph</i> )
(i) Amortisation Yield (Condition 6(d)):	[•] per cent. per annum
(ii) Day Count Fraction (Condition 5(a)):	[•]
(iii) Any other formula/basis of determining amount payable:	[•]
<b>18 Index Linked Interest <i>Obligation Foncière</i> Provisions / other variable-linked interest <i>Obligations Foncières</i></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) Determination Date:	[•]
(v) Provisions for determining Coupon where calculation by reference to Index and/or Formula an/or other variable is impossible or impracticable or otherwise disrupted:	[•]
(vi) Interest Period(s):	[•]
(vii) Specified Interest Payment Dates:	[•][ subject to adjustment in accordance



	with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/Other ( <i>give details</i> )]
(viii) 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> )]
(ix) Business Centre(s) (Condition 5(a)):	[•](Note that this item relates to interest period end dates and not to the date and place of payment, to which item 26 relates)
(x) Minimum Rate of Interest:	[Not Applicable]/[•] per cent. per annum
(xi) Maximum Rate of Interest:	[Not Applicable]/[•] per cent. per annum
(xii) Day Count Fraction (Condition 5(a)):	[•]
<b>19 Dual Currency <i>Obligation Foncière</i> Provisions</b>	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub paragraphs of this paragraph</i> )
(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 6(a)):	[•]
<b>PROVISIONS RELATING TO REDEMPTION</b>	
<b>20 Call Option</b>	[Applicable/Not Applicable] ( <i>If not applicable, delete the remaining sub paragraphs of this paragraph</i> )
(i) Optional Redemption Date(s):	[•]
(ii) Optional Redemption Amount(s) of each <i>Obligation Foncière</i> and method, if any, of calculation of such amount(s):	[•] per <i>Obligation Foncière</i> [of [•] Specified Denomination]
(iii) If redeemable in part:	[•]
(a) Minimum Redemption Amount to be redeemed:	[•]
(b) Maximum Redemption Amount to be redeemed:	[•]
(iv) Option Exercise Date(s):	[•]

- (v) Notice period : [•]
- 21 Other Option** [Applicable/Not Applicable] (*If applicable, specify details*)
- 22 Final Redemption Amount of each *Obligation Foncière*:**  
 In cases where the Final Redemption Amount is Index-Linked or other variable-linked: [[•] per *Obligation Foncière* [of [•] Specified Denomination]/Other/See Appendix]
- (i) Index/Formula/variable: [*give or annex details*]
- (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: [•/Not Applicable]
- (viii) Maximum Final Redemption Amount: [•/Not Applicable]
- 23 Early Redemption Amount**  
 Early Redemption Amount(s) of each *Obligation Foncière* payable on redemption for taxation reasons or on any early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions). [Applicable/Not Applicable]

#### GENERAL PROVISIONS APPLICABLE TO THE *OBLIGATIONS FONCIÈRES*

- 24 Form of *Obligations Foncières*:** [Dematerialised *Obligations Foncières*/Materialised *Obligations Foncières*] (*Materialised Obligations Foncières are only in bearer form*) [*Delete as appropriate*]
- (i) Form of Dematerialised *Obligations Foncières*: [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 Registered Dematerialised Obligations Foncières only; except that the Issuer may be its own Registration Agent*)
- (iii) Temporary Global Certificate: [Not Applicable/Temporary Global Certificate exchangeable for definitive]

		Bearer Materialised <i>Obligations Foncières</i> on [•] (the “ <b>Exchange Date</b> ”), being 40 days after the Issue Date subject to postponement as specified in the Temporary Global Certificate]
	(iv) Applicable TEFRA exemption:	[C Rules/D Rules/Not Applicable] ( <i>Only applicable to Materialised Obligations Foncières</i> )
25	Financial Centre(s) (Condition 7(h)) or other special provisions relating to Payment Dates:	[Not Applicable/ <i>Give details</i> ]. ( <i>Note that this item relates to the date and place of payment, and not to interest period end dates, to which items 15(ii), 16(iv) and 18(ix) relate</i> )
	(i) Adjusted Payment Date (Condition 7(h)):	[The next following business day unless it would thereby fall into the next calendar month, in which such event such date shall be brought forward to the immediately preceding business day.] [The immediately preceding business day]/[Other*]
26	Talons for future Coupons or Receipts to be attached to definitive Materialised <i>Obligations Foncières</i> (and dates on which such Talons mature):	[Yes/No/Not Applicable. If yes, give details] ( <i>Only applicable to Materialised Obligations Foncières</i> )
27	Details relating to Partly Paid <i>Obligations Foncières</i> : amount of each payment comprising the Issue Price and date on which each payment is to be made [and consequences (if any) of failure to pay]	[Not Applicable/ <i>give details</i> ]
28	Details relating to Instalment <i>Obligations Foncières</i> : amount of each instalment, date on which each payment is to be made:	[Not Applicable/ <i>give details</i> ]
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 this Final Terms] apply]
31	Representation of holders of <i>Obligations Foncières - Masse</i> (Condition 10):	[Applicable/Not Applicable/Condition 10 replaced by the full provisions of the French Code of commerce relating to the <i>Masse</i> ] ( <i>Note that: (i) in respect of any Tranche of Obligations Foncières, Condition 10 may be waived, amended or supplemented and (ii) in respect of any Tranche of Obligations Foncières issued inside France, Condition 10 must be waived in its entirety and replaced by the provisions of French</i>

*Code of Commerce relating to the Masse. If Condition 10 (as it may be amended or supplemented) applies or if the full provisions of French Code of Commerce apply, insert details of Representative and Alternative Representative and remuneration, if any)*

**32** Other final terms:

[Not Applicable/give details]

*(When adding any other final terms consideration should be given as to whether such terms constitute a "significant new 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:

[Not Applicable/give names]

(ii) Stabilising Manager(s) (if any):

[Not Applicable/give name]

**34** If non syndicated, name and address of Dealer:

[Not Applicable/give name]

**35** Additional selling restrictions:

[Not Applicable/give details]

### **RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms. [[•] has been extracted from [•]. 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 [•], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

Duly represented by:

## PART B – OTHER INFORMATION

### 1 RATINGS

Ratings: [Applicable  
*Obligations Foncières* to be issued under the Programme are expected to be rated AAA by Standard & Poor's Rating Services and Fitch Ratings and Aaa by Moody's Investors Services, Inc.]  
[The *Obligations Foncières* to be issued have been rated]:  
[S & P: [•]]  
[Moody's: [•]]  
[[Fitch Ratings]: [•]]  
(*The above disclosure should reflect the rating allocated to Obligations Foncières of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.*)

### 2 OPERATIONAL INFORMATION

ISIN Code: [•]  
Common Code: [•]  
Depositories:  
(i) Euroclear France to act as Central Depository: [Yes/No]  
(ii) Common Depository 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  
The Agents appointed in respect of the *Obligations Foncières* are: [•]  
Name and address of Calculation Agent: [•]  
Names and addresses of additional Paying Agent(s) (if any): [•]  
The aggregate principal amount of *Obligations Foncières* 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 *Obligations Foncières* not denominated in Euro)

### 3 SPECIFIC CONTROLLER

The specific controller (*contrôleur spécifique*) of the Issuer has certified that the value of the assets of the Issuer will be greater than the value of its liabilities benefiting from the privilege defined in Article L.515-19 of the

French Monetary and Financial Code, after settlement of this issue and of the issues which have been the subject of previous attestations.

## GENERAL INFORMATION

- (1) Application has been made to the Luxembourg Stock Exchange for *Obligations Foncières* issued under the Programme to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and/or any other regulated market in a Member State of the European Economic Area (the “EEA”) or to be offered to the public in Luxembourg. Application has been made to the *Commission de surveillance du secteur financier* (the “CSSF”) in Luxembourg for approval of this Base Prospectus and application may be made for the notification of a certificate of approval released to the competent authorities of other Member States of the EEA, both approval and notification being made in its capacity as competent authority under the *loi relative aux prospectus pour valeurs mobilières* dated 10 July 2005 which implements the Prospectus Directive.
- (2) This Base Prospectus prepared in connection with the *Obligations Foncières* to be issued under the Programme has not been submitted to the clearance procedures of the *Autorité des marchés financiers*.
- (3) The Issuer has obtained all necessary consents, approvals and authorisations in the Republic of France in connection with the updating of the Programme.

The establishment of the Programme was authorised by a decision of the Board of Directors (*Directoire*) of the Issuer passed on 3 February 2000. The increase of the aggregate nominal amount of *Obligations Foncières* (issued under the Programme) outstanding was authorised by three decisions of the Executive Board (*Directoire*) of the Issuer passed on 22 April 2002, on 14 June 2004 and on 13 June 2005.

As from 26 June 2004 (date of the publication of the *Ordonnance* n°2004-604 dated 24 June 2004), any drawdown of *Obligations Foncières* under the Programme, to the extent that such *Obligations Foncières* constitute *obligations*, requires the prior authorisation of (i) the Executive Board (*Directoire*) of the Issuer or (ii) the Ordinary General Meeting of the Issuer’s shareholders if (a) the *statuts* of the Issuer so require or (b) such Ordinary General Meeting decides itself to exercise such authority.

Any drawdown of *Obligations Foncières*, to the extent that such *Obligations Foncières* do not constitute *obligations*, fall within the general powers of the Chairman of the Executive Board (*Président du Directoire*) or one of the *directeurs généraux* of the Issuer.

- (4) Except as disclosed in this Base Prospectus, there has been no significant change in the financial or trading position of the Issuer since 31 March 2010 nor any material adverse change in the prospects of the Issuer since 31 December 2009.
- (5) The Issuer is not or has not been involved in any governmental, legal or arbitration proceedings (including any such proceeding which are pending or threatened of which the Issuer is aware) during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer.
- (6) Each definitive Bearer Materialised *Obligation Foncière*, 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) *Obligations Foncières* have been accepted for clearance through the Euroclear and Clearstream, Luxembourg which are entities in charge of keeping the records. The Common Code and the International Securities Identification Number (ISIN) or the identification number for any other relevant clearing system for each Series of *Obligations Foncières* will be set out in the relevant Final Terms.
- (8) 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.

- (9) Dematerialised *Obligations Foncières* will be inscribed in the books of Euroclear France (acting as central depository). Dematerialised *Obligations Foncières* which are in registered form (*au nominatif*) are also inscribed either with the Issuer or with the Registration Agent.

The address of Euroclear France is 115 rue Réaumur, 75081 Paris Cedex 02, France

- (10) For so long as *Obligations Foncières* 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), at the office of the Fiscal Agent, the Paying Agents and the Arranger or at the registered office of the Issuer:
- (a) the Amended and Restated Agency Agreement;
  - (b) the *statuts* of the Issuer;
  - (c) the audited annual accounts of the Issuer for the financial year ended 31 December 2009;
  - (d) the interim financial statements for the three month period ended 31 March 2010 which has been submitted to a limited review by the auditors;
  - (e) a copy of this Base Prospectus together with any Supplement to this Base Prospectus or further Prospectus (in each case published in accordance with the Prospectus Directive);
  - (f) each Final Terms for *Obligations Foncières* that are listed and/or admitted to trading on the Luxembourg Stock Exchange or any other regulated market in the EEA and are offered to the public in Luxembourg and/or in any Member State of the EEA; and
  - (g) all reports, letters and other documents, historical financial information, valuations and statements prepared by any expert at the Issuer's request any part of which is included or referred to in this Base Prospectus including the certificate of the *Specific Controller* in respect of each issue of *Obligations Foncières*.
- (11) The non-consolidated accounts of the Issuer are audited and are published on an annual basis. The Issuer also produces unaudited interim financial information.
- (12) In respect of outstanding *Obligations Foncières* issued in the past by Dexia Municipal Agency, separate applications may have been made, for such *Obligations Foncières* to be listed and admitted to trading on the Paris, Frankfurt, Luxembourg, Zurich or Sydney stock exchanges.
- (13) Copies of the latest annual report and accounts of the Issuer (including any published interim accounts) (as soon as they are published) may be obtained at the specified offices of each of the Paying Agents during normal business hours, so long as any of the *Obligations Foncières* is outstanding.
- (14) Pursuant to Article R.515-13-IV of the French Monetary and Financial Code, the Specific Controller certifies that the rule providing that the amount of eligible assets of the Issuer is greater than the amount of liabilities benefiting from the *privilège* is satisfied for any issue of *Obligations Foncières* in a principal amount equal to or above Euro 500 million or its equivalent in the currency of issue. The Issuer will procure that the Specific Controller certifies that the previously referred rule is satisfied for all issues of *Obligations Foncières* under this Programme even in relation to issues whose principal amount is less than Euro 500 millions.
- (15) On 3 June 2003, the European Council of Economics and Finance Ministers adopted the Taxation Directive. The Taxation 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 its jurisdiction to an individual resident in that other Member State, except that, for a transitional period, Belgium, Luxembourg and Austria will instead withhold an amount on interest payments unless the relevant beneficial owner of such payment elects otherwise.



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 *Obligation Foncière* as a result of the imposition of such withholding tax. If a withholding tax is imposed on 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 Taxation Directive. The Issuer assumes responsibility for withholding taxes to the extent set forth in Condition 8 of the Conditions.

- (16) Deloitte & Associés and Mazars (both entities regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux comptes*) have audited and have rendered reports on the limited review of the interim financial statements of the Issuer for the years ended 31 December 2008 and 2009 and for the three month period ended 31 March 2010.

**Registered Office of the Issuer**

**Dexia Municipal Agency**

Tour Dexia  
La Défense 2  
1, passerelle des Reflets  
92913 La Défense Cedex  
France

**Phone Number of the Issuer: +33 1 58 58 77 77**

**Arrangers**

**Deutsche Bank AG, Paris Branch**

3, avenue de Friedland  
75008 Paris  
France

**Morgan Stanley & Co. International plc**

25 Cabot Square  
Canary Wharf  
London E14 4QA  
United Kingdom

**Dealers**

**Barclays Bank PLC**

5 The North Colonnade  
Canary Wharf  
London E14 4BB  
United Kingdom

**BNP PARIBAS**

10 Harewood Avenue  
London NW1 6AA  
United Kingdom

**Commerzbank Aktiengesellschaft**

Kaiserstraße 16 (Kaiserplatz)  
60311 Frankfurt am Main  
Federal Republic of Germany

**Crédit Agricole Corporate and Investment Bank**

9, quai du Président Paul Doumer  
92920 Paris la Défense  
France

**Credit Suisse Securities (Europe) Limited**

One Cabot Square  
London E14 4QJ  
United Kingdom

**Deutsche Bank Aktiengesellschaft**

Theodor-Heuss-Allee 70  
60486 Frankfurt am Main  
Germany

**Dexia Banque Internationale**

**à Luxembourg, société anonyme**  
**(acting under the name of Dexia Capital Markets)**

69, route d'Esch  
L-1470 Luxembourg  
Grand-Duchy of Luxembourg

**Goldman Sachs International**

Peterborough Court  
133 Fleet Street  
London EC4A 2BB  
United Kingdom

**J.P. Morgan Securities Ltd.**

125 London Wall  
London EC2Y 5AJ  
United Kingdom

**Morgan Stanley & Co. International plc**

25 Cabot Square  
Canary Wharf  
London E14 4QA  
United Kingdom

**Natixis**  
30 avenue Pierre Mendès France  
75013 Paris  
France

**Société Générale**  
29, boulevard Haussmann  
75009 Paris  
France

**UBS Limited**  
1 Finsbury Avenue  
London EC2M 2PP  
United Kingdom

**Nomura International plc**  
Nomura House  
1 St Martin's-le-Grand  
London EC1A 4NP  
United Kingdom

**The Royal Bank of Scotland plc**  
135 Bishopsgate  
London EC2M 3UR  
United Kingdom

**UniCredit Bank AG**  
Arabellastrasse 12  
81925 Munich  
Germany

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

**Dexia Banque Internationale à Luxembourg, société anonyme**  
69, route d'Esch  
L-1470 Luxembourg  
Grand-Duchy of Luxembourg

**Paying Agents**

**Dexia Bank Belgium SA**  
44, boulevard Pachéco  
B-1000 Brussels  
Belgium  
RPM Brussels VAT BE 0403.201.185

**RBC Dexia Investor Services Bank France S.A.**  
105, rue Réaumur  
75002 Paris  
France

**Listing Agent**

**Luxembourg Listing Agent**

**Dexia Banque Internationale à  
Luxembourg, société anonyme**

69, route d'Esch  
L-1470 Luxembourg  
Grand-Duchy of Luxembourg

**Auditors to the Issuer**

**Deloitte & Associés**

185, avenue Charles de Gaulle  
92524 Neuilly-sur-Seine  
France

**Mazars**

Exaltis  
61, rue Regnault  
92075 Courbevoie Cedex  
France

**Legal Advisers**

**To the Issuer**

**Allen & Overy LLP**  
Edouard VII  
26, boulevard des Capucines  
75009 Paris  
France

**To the Dealers**

**Linklaters LLP**  
25, rue de Marignan  
75008 Paris  
France

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