AXA Bank Europe SCF
(société de crédit foncier *duly licensed as a French specialised credit institution* (établissement de crédit spécialisé))
€ 9,000,000,000
Euro Medium Term Note Programme
for the issue of *obligations foncières*

Under the Euro Medium Term Note Programme (the "**Programme**") described in this Base Prospectus (the "**Base Prospectus**"), AXA Bank Europe SCF (the "**Issuer**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue obligations foncières (the "**Notes**"), benefiting from the statutory privilège (priority right of payment) created by Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*), as more fully described herein (the "**Privilège**").

The aggregate nominal amount of Notes outstanding will not at any time exceed € 9,000,000,000 (or its equivalent in any other currency at the date of the issue of such Notes).

This Base Prospectus (together with any supplements thereto) constitutes a base prospectus for the purposes of Article 8 of Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**"). This Base Prospectus has been approved by the Commission de surveillance du secteur financier (the "**CSSF**"), in its capacity as competent authority in Luxembourg under the Luxembourg Act dated 16 July 2019 relating to prospectuses for securities (the "**Luxembourg Prospectus Act**"). Pursuant to Article 6(4) of the Luxembourg Prospectus Act, by approving this prospectus, the CSSF gives no undertaking as to the economic and financial soundness of Notes to be issued hereunder or the quality or solvency of the Issuer. The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Base Prospectus and investors should make their own assessment as to the suitability of investing in the Notes.

Application may be made to (i) the Luxembourg Stock Exchange during a period of twelve (12) months after the date of this Base Prospectus for Notes issued under the Programme to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange and/or (ii) to the competent authority of any other member state of the European Economic Area ("**EEA**") for Notes issued under the Programme to be admitted to trading on a Regulated Market (as defined below) in such member state. The regulated market of the Luxembourg Stock Exchange is a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU dated 15 May 2014, as amended from time to time ("**MiFID II**"), appearing on the list of regulated markets (each a "**Regulated Market**") issued by the European Securities Markets Authority (the "**ESMA**"). Notes issued under the Programme may also be unlisted or listed and admitted to trading on any other market, including any other Regulated Market. The relevant final terms (a form of which is contained herein) in respect of the issue of any Notes (the "**Final Terms**") will specify whether or not such Notes will be listed and admitted to trading on any market. Notes which are to be admitted to trading on a Regulated Market within the EEA in circumstances which require the publication of a prospectus under the Prospectus Regulation shall have a minimum denomination of €1,000 (or its equivalent in any other currency as at the date of issue of the Notes) or such higher amount as may be allowed or required by the relevant monetary authority or any applicable laws or regulations.

This Base Prospectus shall be valid for admission to trading of Notes on a regulated market until 12 February 2022, provided that it is completed by any supplement, pursuant to Article 23 of the Prospectus Regulation, following the occurrence of a significant new factor, a material mistake or a material inaccuracy relating to the information included (including incorporated by reference) in this Base Prospectus which may affect the assessment of the Notes. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

Notes may be issued either in dematerialised form ("**Dematerialised Notes**") or in materialised form ("**Materialised Notes**") as more fully described herein.

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

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

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

Notes to be issued under the Programme are expected on issue to be rated Aaa by Moody's France S.A.S. ("**Moody's**"). A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency without notice. The rating of the Notes will be specified in the relevant Final Terms. As at the date of this Base Prospectus, Moody's is established in the European Union and is registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council dated 16 September 2009, as amended (the "**CRA Regulation**") and is included in the list of credit rating agencies published by the ESMA on its website (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk). In accordance with the CRA Regulation (as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 and as amended by the Credit Rating Agencies (Amendment etc.) (EU Exit) Regulations 2019 (the "**UK CRA Regulation**")), the rating assigned to the Notes by Moody's will be endorsed by Moody's Investors Service Ltd, being a credit rating agency established in the United Kingdom and included in the list of credit rating agencies published by the Financial Conduct Authority (the "**FCA**") on its website (https://www.fca.org.uk/markets/credit-rating-agencies/registered-certified-cras) in accordance with the UK CRA Regulation.

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

ARRANGER

BNP PARIBAS

PERMANENT DEALERS

BNP PARIBAS
CRÉDIT AGRICOLE CIB
HSBC
ING
NATIXIS
SOCIÉTÉ GÉNÉRALE CORPORATE & INVESTMENT BANKING

The date of this Base Prospectus is 12 February 2021

IMPORTANT INFORMATION

This Base Prospectus (together with all supplements thereto from time to time), constitutes a base prospectus for the purposes of Article 8 of the Prospectus Regulation and contains or incorporates by reference the necessary information which is material to an investor for making an informed assessment of the assets and liabilities, profits and losses, financial position, and prospects of the Issuer, as well as the base terms and conditions of the Notes to be issued under the Programme. The terms and conditions applicable to each Tranche not contained herein (including, without limitation, the aggregate nominal amount, issue price, redemption price thereof, and interest, if any, payable thereunder) will be determined by the Issuer and the relevant Dealer(s) at the time of the issue on the basis of the then prevailing market conditions and will be set out in the relevant Final Terms.

This Base Prospectus should be read and construed in conjunction with (i) any document and/or information which is incorporated herein by reference in accordance with Article 19 of the Prospectus Regulation (see section "Documents Incorporated by Reference" below), (ii) any supplement thereto that may be published from time to time and (iii) in relation to any Tranche of Notes, the relevant Final Terms.

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

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

The distribution of this Base Prospectus and the offering or sale of Notes in certain jurisdictions may be restricted by law. The Issuer, the Arranger and the Dealer(s) do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Arranger or the Dealer(s) which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States of America, the United Kingdom (the "UK"), the EEA (including Belgium and France) and Switzerland. For a description of these and certain other restrictions on offers, sales and transfers of Notes and on distribution of this Base Prospectus, see section entitled "Subscription and Sale".

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act") or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered or sold 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"**). The Notes may include Materialised Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered or sold or, in the case of Materialised Notes in bearer form, delivered within the United States or, in the case of certain Materialised Notes in bearer form, to, or for the account or benefit of, United States persons as defined in the U.S. Internal Revenue Code of 1986, as amended. The Notes are being offered and sold outside the United States in offshore transactions to non-U.S. persons in reliance on Regulation S.**

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

The Arranger and the Dealer(s) have not separately verified the information contained or incorporated by reference in this Base Prospectus. Neither the Arranger nor any of the Dealers makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information included or incorporated by reference in this Base Prospectus. Neither this Base Prospectus nor any other information supplied in connection with the Programme (including any information incorporated by reference) is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arranger or the Dealer(s) that any recipient of this Base Prospectus or other information supplied in connection with the Programme (including any information incorporated by reference) should purchase the Notes. Each prospective investor in the Notes should determine for itself the relevance of the information contained or incorporated by reference in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. Neither the Arranger nor any of the Dealers undertake 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 Notes of any information that may come to the attention of any of the Dealers or the Arranger.

The Notes issued under the Programme may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

(i) **have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the relevant Notes and sufficient knowledge in experience for the purpose of properly evaluating the information contained or incorporated by reference in this Base Prospectus or any applicable supplement to this Base Prospectus and the relevant Final Terms;**

(ii) **have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact the relevant Notes will have on its overall investment portfolio;**

(iii) **have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;**

(iv) **understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets and with the regulatory framework applicable to the Issuer;**

(v) **be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and**

(v) **be aware, in terms of any legislation or regulatory regime applicable to such investor, of**

the applicable restrictions (if any) on its ability to invest in the Notes generally and in any particular type of the Notes.

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

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its own financial and legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

The tax legislation of the investor's Member State and of the Issuer's country of incorporation may have an impact on the income received from the Notes. Prospective purchasers and sellers of the Notes should be aware that they may be required to pay taxes or documentary charges or duties in accordance with the laws and practices of the jurisdiction where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for the Notes. Potential investors are advised to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes. Only these advisers are in a position to duly consider the specific situation of the potential investor.

A number of member states of the European Union are currently negotiating to introduce a financial transactions tax ("FTT") in the scope of which transactions in the Notes may fall. If the proposed directive is adopted and implemented in local legislation, Noteholders may be exposed to increased transaction costs with respect to financial transactions carried out with respect to the Notes and the liquidity of the market for the Notes may be diminished. Prospective investors should consult their own tax advisers in relation to the consequences of the FTT associated with subscribing, purchasing, holding and disposing the Notes.

STABILISATION

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

None of the Issuer, the Arranger or the Dealers makes any representation to any prospective investor in the Notes regarding the legality of its investment under any applicable laws. If you are in any doubt about the contents of this Base Prospectus you should contact your advisers.

PRIIPS REGULATION - PROHIBITION OF SALES TO EEA RETAIL INVESTORS

If the Final Terms in respect of any Notes include a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA (the "European Economic Area"**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2016/97 (EU) dated 20 January 2016 on insurance distribution, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined the Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No 1286/2014 dated 26 November 2014 on key information documents for packaged retail and insurance-based investment products (as amended, the** "PRIIPs Regulation"**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.**

IMPORTANT – UK RETAIL INVESTORS – If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to UK Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**"EUWA"**); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the** "UK PRIIPs Regulation"**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.**

MiFID II PRODUCT GOVERNANCE / TARGET MARKET

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

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

UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Notes may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a

"distributor"**) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the** "UK MiFIR Product Governance Rules"**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.**

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MIFIR Product Governance Rules.

PRESENTATION OF CERTAIN INFORMATION IN THIS BASE PROSPECTUS

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

Except where specified otherwise, capitalised words and expressions in this Base Prospectus have the meaning given to them in the section entitled "Glossary of Defined Terms".

FORWARD-LOOKING STATEMENTS

This Base Prospectus may contain certain statements that are forward-looking including statements with respect to the Issuer's business strategies, expansion and growth of operations, trends in its business, competitive advantage, and technological and regulatory changes, information on exchange rate risk and generally includes all statements preceded by, followed by or that include the words "believe", "expect", "project", "anticipate", "seek", "estimate" or similar expressions. Such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and actual results may differ materially from those in the forward-looking statements as a result of various factors. Potential investors are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof. These forward-looking statements do not constitute profit forecasts or estimates under the Commission Delegated Regulation (EU) 2019/980 supplementing the Prospectus Regulation, as amended.

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PERSON RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS

AXA Bank Europe SCF (the "**Responsible Person**") accepts responsibility for the information contained or incorporated by reference in this Base Prospectus. To the best of the Responsible Person's knowledge, the information contained in this Base Prospectus is in accordance with the facts and omits nothing likely to affect its import.

AXA Bank Europe SCF
203/205, rue Carnot
94138 Fontenay-sous-Bois
France

Duly represented by Philippe Colpin
in its capacity as Chief Executive Officer (*Directeur Général*) of the Issuer

Signed in Fontenay-sous-Bois, on 12 February 2021

GENERAL DESCRIPTION OF THE PROGRAMME

The following general description must be read as an introduction to this Base Prospectus and is qualified in its entirety by the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the relevant Final Terms.

This section "General Description of the Programme" constitutes a general description of the Programme for the purposes of Article 25.1(b) of Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 as amended. It does not, and is not intended to, constitute a summary of this Base Prospectus within the meaning of Article 7 of the Prospectus Regulation, or any implementing regulation thereof.

Words and expressions not defined below but defined in the section entitled "Glossary of Defined Terms" will have the same meaning when used below.

1. THE NOTES AND THE PROGRAMME

Issuer:

AXA Bank Europe SCF, a limited liability company (*société anonyme*) incorporated under French law and duly licensed in France as specialised credit institution (*établissement de crédit spécialisé*) with the status of *société de crédit foncier* delivered by the *Autorité de contrôle prudentiel et de résolution*.

AXA Bank Europe SCF is also duly registered by the Financial Services and Markets Authority as mortgage lender (*prêteur en crédit hypothécaire/kredietgever in hypothecair krediet*) and acts in Belgium on a freedom of services basis.

AXA Bank Europe SCF's assets are exclusively composed of assets that are eligible for *sociétés de crédit foncier* pursuant to the French legal framework applicable to *sociétés de crédit foncier* (see "Overview of the legislation and regulations relating to *sociétés de crédit foncier*").

The contracts entered into by the Issuer as of the date of the Base Prospectus are further described in the section entitled "Relationship between AXA Bank Europe SCF and AXA Group Entities".

Arranger:

BNP Paribas

Permanent Dealers:

BNP Paribas
Crédit Agricole Corporate and Investment Bank
HSBC Continental Europe
ING Bank N.V.
Natixis
Société Générale

The Issuer may from time to time terminate the appointment of any Dealer under the Programme or appoint additional dealers either in respect of one (1) or more Tranches or in respect of the whole Programme. References in this Base Prospectus to "**Permanent Dealers**" are to the person referred to above as Dealer and to such additional persons that may be appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to "**Dealers**" are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.

Description:

Euro Medium Term Note Programme for the issue of the Notes (as described herein) (the "**Programme**"). Under the Programme, the Issuer, subject to compliance with all relevant laws, regulations and directives, may from time to time issue *obligations foncières* (the "**Notes**"), benefiting from the statutory *Privilège* (priority right of payment) created by Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*), as more fully described herein: a further description, see "Overview of the legislation and regulations relating to *sociétés de crédit foncier*".

Programme Limit:	Up to € 9,000,000,000 (or the equivalent in any other currency at the date of issue) aggregate nominal amount of Notes outstanding at any one time, or such other amount as may be agreed from time to time between the Issuer and the Permanent Dealers.
Fiscal Agent and Principal Paying Agent:	BNP Paribas Securities Services.
Paying Agent:	BNP Paribas Securities Services (Euroclear France number 29106).
Luxembourg Listing Agent:	BNP Paribas Securities Services, Luxembourg Branch.
Calculation Agent:	BNP Paribas Securities Services, unless the Final Terms provide otherwise.
Method of Issue:	The Notes may be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (or identical save as to the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche (including, without limitation, the aggregate nominal amount, issue price, redemption price thereof, and interest, if any, payable thereunder) will be determined by the Issuer and the relevant Dealer(s) at the time of the issue and will be set out in the relevant final terms (the "**Final Terms**").
Maturities:	Subject to compliance with all relevant laws, regulations and directives, the Notes may have any maturity as specified in the relevant Final Terms (the "**Maturity Date**"), subject to such minimum maturity as may be required by the applicable legal and/or regulatory requirements. An extended final maturity date (the "**Extended Maturity Date**") may be specified in the Final Terms of a Tranche of Notes (the "**Extendible Notes**"). If an Extended Maturity Date is specified in the Final Terms of any Tranche of Notes and the Final Redemption Amount is not paid by the Issuer on the Maturity Date specified in the relevant Final Terms, such payment of unpaid amount will be automatically deferred and shall be due and payable on the Extended Maturity Date, provided that the Final Redemption Amount unpaid on the Maturity Date may be paid by the Issuer on any Specified Interest Payment Date occurring thereafter up to and including the Extended Maturity Date. Interest from (and including) the Maturity Date and up to (and excluding) the Extended Maturity Date, as specified in the applicable Final Terms, will accrue on any unpaid principal amount during such extended period and be payable on each Specified Interest Payment Date and on the Extended Maturity Date (if not earlier redeemed on an Specified Interest Payment Date) in accordance with the Conditions and the Final Terms of such Tranche of Extendible Notes.
Currencies:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in Euro, U.S. dollars, Japanese yen, Sterling, Swiss francs and in any other currency specified in the relevant Final Terms.
Denomination(s):	Notes will be issued in such denomination(s) as may be agreed between the Issuer and the relevant Dealer(s) as indicated in the applicable Final Terms, provided that all Notes admitted to trading on a Regulated Market in circumstances which require the publication of a prospectus under the Prospectus Regulation shall have a minimum denomination of € 1,000 (or its equivalent in any other currency at the time of issue) or such higher amount as may be allowed or required from time to time in relation to the relevant Specified Currency.

	Dematerialised Notes shall be issued in one denomination only.
Status of Notes and *Privilège*:	The principal and interest of the Notes (and where applicable any Receipts and Coupons) will constitute direct, unconditional, unsubordinated and 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 notes (including the Notes of all other Series) and other resources raised by the Issuer benefiting from the *Privilège* (priority right of payment) created by Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*). The Notes will be issued under Articles L.513-2 to L.513-27 of the French Monetary and Financial Code (*Code monétaire et financier*). Pursuant to Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*), Noteholders benefit from the *Privilège* (priority right of payment) over all the assets and revenues of the Issuer. See "Terms and Conditions of the Notes - *Privilège*" and "Overview of the legislation and regulations relating to *sociétés de crédit foncier*".
Negative Pledge:	None. There is no negative pledge in respect of the Notes.
Events of Default:	None. The Terms and Conditions of the Notes do not contain events of default provisions.
Redemption Amount:	Subject to any laws and regulations applicable from time to time, the Notes will be redeemed at their Final Redemption Amount or, in the case of Instalment Notes, their final Instalment Amount.
Optional Redemption:	The Final Terms issued in respect of each Tranche will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or at the option of the Noteholders, and if so the terms applicable to such redemption among the options described in the Terms and Conditions (see – "Terms and Conditions of the Notes - Redemption, Purchase and Options").
Redemption by Instalments:	The Final Terms issued in respect of each issue of Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.
Early Redemption:	Except as provided in paragraph "Optional Redemption" above, Notes will be redeemable at the option of the Issuer prior to their stated maturity only for illegality (as provided in Condition 6 (j)).
Interest Periods and Interest Rates:	The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Final Terms.
Additional Amounts:	All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. If any law or any agreement entered into with the IRS pursuant to FATCA or an intergovernmental agreement implementing FATCA should require that such payments be subject to deduction or withholding, the Issuer will not be required to pay any additional amounts in respect of any such deduction or withholding.

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

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

(i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by the 2013 FBF Master Agreement relating to transactions on forward financial instruments, as published by the *Fédération Bancaire Française*, or, as the case may be, an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., or

(ii) on the basis of a reference rate appearing on an agreed screen page of a commercial quotation service (including, without limitation, LIBOR, EURIBOR, SONIA, CMS Rate or €STR),

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

Unless otherwise specified in the Final Terms, the minimum rate of interest, being the relevant rate of interest plus any relevant margin, shall be deemed to be zero.

Interest periods will be specified in the Final Terms.

Fixed/Floating Rate Notes: Fixed/Floating Rate Notes may bear interest at a rate that :

(i) the Issuer may elect to convert on the date set out in the Final Terms (the "**Switch Date**") from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate. The Issuer election to change of interest basis (the "**Issuer Change of Interest Basis**") should be deemed effective after a valid notification sent by the Issuer to the relevant Noteholders in accordance with Condition 13 within the period specified in the relevant Final Terms; or

(ii) will automatically change from a Fixed Rate to a Floating Rate or from a Floating Rate to a Fixed Rate (the "**Automatic Change of Interest Basis**") on the date set out in the Final Terms (the "**Automatic Switch Date**").

Inverse Floating Notes: Inverse Floating Rate Notes may bear interest at a Fixed Rate minus a Floating Rate.

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

Redenomination: Notes issued in the currency of any Member State of the EU which participates in the third stage (or any further stage) of European Monetary Union may be redenominated into Euro, all as more fully provided in Condition 1(d) - see "Terms and Conditions of the Notes – Redenomination".

Consolidation: Notes of one Series may be consolidated with Notes of another Series as more fully provided in Condition 12 - see "Terms and Conditions of the Notes – Further Issues and Consolidation".

Form of Notes: Notes may be issued in either dematerialised form ("**Dematerialised Notes**") or in materialised form ("**Materialised Notes**").

Dematerialised Notes may, at the option of the Issuer, be issued in bearer form (*au porteur*) or in registered form (*au nominatif*) and, in such latter case, at the option of the relevant holder, in either fully registered form (*au nominatif pur*) or administered registered form (*au nominatif administré*). No physical documents

	of title will be issued in respect of Dematerialised Notes. See Condition 1 - "Terms and Conditions of the Notes – Form, Denomination, Title and Redenomination". Materialised Notes will be in bearer form only. A Temporary Global Certificate will initially be issued in respect of each Tranche of Materialised Notes. Materialised Notes may only be issued outside France.
Representation of Noteholders:	Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a masse (in each case, the "**Masse**") and the provisions of Articles L.228-46 *et seq*. of the French Commercial Code (*Code de commerce*) relating to the Masse, as amended and supplemented by the Terms and Conditions, will apply to the Noteholders. The Masse will act in part through a representative (the "**Representative**") and in part through collective decisions of the Noteholders. The names and addresses of the Representative and its alternate, if any, will be set out in the relevant Final Terms. The Representative appointed in respect of the first Tranche of any Series of the Notes will be the representative of the single Masse of all Tranches in such Series. If and for so long as the Notes are held by a sole Noteholder, such Noteholder shall exercise all powers, rights and obligations entrusted to the Noteholders acting through collective decisions by the provisions of the French Commercial Code (*Code de Commerce*).
Governing Law:	French law.
Clearing Systems:	Euroclear France as central depositary in relation to Dematerialised Notes and, in relation to Materialised Notes, Clearstream and Euroclear or, in any case, any other clearing system that may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer.
Initial Delivery of Dematerialised Notes:	One (1) Paris business day before the issue date of each Tranche of Dematerialised Notes, the *Lettre comptable* relating to such Tranche shall be deposited with Euroclear France as central depositary.
Initial Delivery of Materialised Notes:	On or before the issue date for each Tranche of Materialised Notes, the Temporary Global Certificate issued in respect of such Tranche shall be deposited with a common depositary for Euroclear and Clearstream or with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer(s).
Issue Price:	The issue price will be determined in the relevant Final Terms. Notes may be issued at their nominal amount or at a discount or premium to their nominal amount, as set out in the relevant Final Terms.
Approval, listing and Admission to Trading:	Application has been made to the *Commission de surveillance du secteur financier* for approval of this document as a base prospectus. Application has been made for the Notes to be listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and/or any other Regulated Market in accordance with the Prospectus Regulation or on an alternative stock exchange or market, as specified in the relevant Final Terms. As specified in the relevant Final Terms, a Series of Notes may be unlisted.
Use of Proceeds:	The net proceeds of the issue of the Notes will be used for financing assets referred to in Article L.513-2 of the French Monetary and Financial Code (*Code monétaire et financier*).
Rating:	Notes to be issued under the Programme are expected on issue to be rated Aaa by Moody's France S.A.S. ("**Moody's**"). The rating of Notes will be specified in the relevant Final Terms.

As at the date of this Base Prospectus, Moody's is established in the European Union and is registered under the CRA Regulation and is included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority's website (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk).

In accordance with the UK CRA Regulation, the rating assigned to the Notes by Moody's will be endorsed by Moody's Investors Service Ltd, being a credit rating agency established in the United Kingdom and included in the list of credit rating agencies published by the FCA on its website (https://www.fca.org.uk/markets/credit-rating-agencies/registered-certified-cras) in accordance with the UK CRA Regulation.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency without notice.

Risk factors:

There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. These are set out under "Risk Factors" and include certain factors relating to the Issuer and its activities.

In addition, there are certain factors which are material for the purpose of assessing the markets risks associated with Notes issued under the Programme. These are set out under "Risk Factors" and include certain risks relating to the structure of particular Series of Notes, risks relating to all Series of Notes and risks relating to the trading market of the Notes.

Selling Restrictions:

Notes may not be offered to retail investors in any jurisdiction of the European Union in circumstances which require the publication of a prospectus under the Prospectus Regulation as further detailed in "Subscription and Sale". In addition, there are restrictions on the offer and sale of Notes and the distribution of offering material in various jurisdictions (See "Subscription and Sale"). In connection with the offering and sale of a particular Tranche, additional selling restrictions may be imposed in the relevant Final Terms.

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

The Notes have not been and will not be registered under the Securities Act or the securities laws of any State or jurisdiction of the United States and may not be offered or sold, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to the registration requirements of the Securities Act. The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. Terms used in this paragraph have the meanings given to them by Regulation S.

Materialised Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor regulation issued under the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") section 4701(b) containing rules identical to those applying under Code section 163(f)(2)(B)) (the "**D Rules**") unless (i) the relevant Final Terms states that such Materialised Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor regulation issued under Code section 4701(b) containing rules identical to those applying under Code section 163(f)(2)(B)) (the "**C Rules**") or (ii) such Materialised Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

2. The Facility Documents

The Facility Agreement:

The proceeds from the issuance of the Notes under the Programme may be used by AXA Bank Europe SCF to fund Advances under the Facility Agreement to be made available to AXA Bank Belgium in aggregate maximum amount of 9,000,000,000 for the purpose of financing the general financial needs of AXA Bank Belgium.

The general terms and conditions regarding the calculation and the payment of principal and interest of any Advance under the Facility Agreement mirror, to the extent applicable, the Terms and Conditions of the Notes. However, each Advance will not necessarily be financed by an issue of Notes under the Programme and the financial conditions of each Advance therefore will not necessarily mirror the financial conditions of each issue of Notes.

Upon the occurrence of an Event of Default, AXA Bank Europe SCF (by itself or represented by the Administrator or any representative, agent or expert on its behalf) will, by sending an Enforcement Notice (such notice to constitute a *mise en demeure*) to AXA Bank Belgium (with copy to (i) the Administrator and (ii) Moody's), (x) declare that (i) no further Advances will be available under the Facility Agreement, and (ii) the then outstanding Advances are immediately due and payable and (y) enforce the rights of the Lender under the Collateral Security Agreements for the repayment of any sum due by AXA Bank Belgium under the Facility Agreement and not paid by AXA Bank Belgium (whether at its contractual due date or upon acceleration).

See "Relationship between AXA Bank Europe SCF and AXA Group entities – Facility Documents – Facility Agreement" for details.

The Collateral Security Agreements:

The French Collateral Security Agreement and Belgian Collateral Security Agreement set forth the terms and conditions upon which AXA Bank Belgium undertakes to, from time to time, pledge Eligible Collateral Assets to the benefit of AXA Bank Europe SCF in order to secure the payments, as they become due and payable, of all and any amounts owed by AXA Bank Belgium under the Programme Documents, whether in principal, interest, as fees, as indemnities or as guarantees and whether present or future (*i.e.* the Secured Liabilities).

For the purposes of the Collateral Security Agreements, an Eligible Collateral Asset means any Loan that complies with the Eligibility Criteria. In particular, the Loans must comply with the requirements of the legal framework applicable to *sociétés de crédit foncier* (see "Overview of the legislation and regulations relating to sociétés de crédit foncier – Eligible receivables").

The pledge granted by AXA Bank Belgium over Collateral Security Assets in favour of AXA Bank Europe SCF under the French Collateral Security Agreement will be granted, and, as the case may be, enforced, in accordance with the provisions of Articles L.211-38 *et seq.* of the French Monetary and Financial Code implementing the Collateral Directive.

The pledge granted by AXA Bank Belgium over Collateral Security Assets in favour of AXA Bank Europe SCF under the Belgian Collateral Security Agreement will be granted, and, as the case may be, enforced, in accordance with the provisions of Article 4 of the Belgian Financial Collateral Act implementing the Collateral Directive.

See "Relationship between AXA Bank Europe SCF and AXA Group entities – Facility Documents – Collateral Security Agreements" for details.

Asset Cover Test under the Collateral Security Agreements:

In addition to the statutory cover ratio which the Issuer is required to comply with as a société de crédit foncier (see "Overview of the legislation and regulations relating to *sociétés de crédit foncier* – Cover ratio"), the Facility Calculation

Agent will carry out the Asset Cover Test on each Asset Cover Test Date to ensure that the amount of Collateral Security required pursuant to the Collateral Security Agreements is in place.

Non-Compliance with Asset Cover Test would result from the Asset Cover Test Ratio being less than one (1). Upon Non-Compliance with Asset Cover Test on any Asset Cover Test Date, AXA Bank Belgium will (i) pledge additional Eligible Collateral Assets as Collateral Security, and/or (ii) request a substitution of Eligible Collateral Assets from the Collateral Security, in each case, as necessary to cure such Non-Compliance with Asset Cover Test (see "Relationship between AXA Bank Europe SCF and AXA Group entities – Facility Documents – Collateral Security Agreements – Asset Cover Test – Calculation of Asset Cover Ratio" for details).

The failure by AXA Bank Belgium to cure a Non-Compliance with Asset Cover Test occurred on any Asset Cover Test Date prior to the next following Asset Cover Test Date will constitute a Breach of Asset Cover Test within the meaning of the Collateral Security Agreements.

A Breach of Asset Cover Test constitutes the occurrence of an Event of Default under the Facility Agreement (see "Facility Agreement - Events of Default" above).

Collateral Servicing Agreement:

The Collateral Servicing Agreement sets out the general terms and conditions under which (i) AXA Bank Europe SCF appoints AXA Bank Belgium as servicer in relation to the servicing, management and recovery of the Collateral Security Assets and (ii) AXA Bank Belgium exercises the control (*contrôle*) over such Collateral Security Assets on behalf of AXA Bank Europe SCF.

AXA Bank Belgium as servicer will perform the servicing, management and recovery of the Collateral Security Assets in accordance with applicable laws and the provisions of the Collateral Servicing Agreement, devoting the same amount of time and attention to, and exercising at least the same level of skill, care and diligence in, the performance of the services provided under the Collateral Servicing Agreement, as for the servicing, management and recovery of its assets not being the subject of the Collateral Security Assets.

AXA Bank Europe SCF may terminate the appointment of AXA Bank Belgium under the Collateral Servicing Agreement at its discretion, in case of a Servicer Rating Trigger Event or of a Servicing Termination Event.

See "Relationship between AXA Bank Europe SCF and AXA Group entities – Facility Documents – Collateral Servicing Agreement" for details.

3. The Purchase Documents

Mortgage Loan Sale Agreement:

The Mortgage Loan Sale Agreement sets out the general terms and conditions under which AXA Bank Europe SCF may purchase from time to time Loans together with the Loan Security and the Additional Security, from AXA Bank Belgium.

Each Loan will comply with the same Eligibility Criteria as those set out in respect of Eligible Collateral Assets (see "Facility Documents – Collateral Security Agreements – Eligible Collateral Assets").

Repurchase of the Loans under the Mortgage Loan Sale Agreement:

Subject to the terms and conditions under the Mortgage Loan Sale Agreement, AXA Bank Belgium has the obligation to repurchase the Loans and indemnify AXA Bank Europe SCF in the event of any breach of representation or warranties of the Eligibility Criteria (see "Relationship between AXA Bank Europe SCF and AXA Group entities – Purchase Documents – Mortgage Loan Sale Agreement - Mandatory repurchase in case of breach of representations and warranties and Eligibility Criteria" for details).

AXA Bank Belgium has also the obligation to repurchase the Loans in the event of a Variation which is a Non-Permitted Variation of such Loans (see "Relationship between AXA Bank Europe SCF and AXA Group entities – Purchase Documents – Mortgage Loan Sale Agreement - Permitted Variation and repurchase in case of Non-Permitted Variation" for details).

Right of first refusal under the Mortgage Loan Sale Agreement:

If at any time, but prior to a Notification Event, AXA Bank Europe SCF expresses its intention to sell or otherwise transfer all or part of the Portfolio pursuant to the MLSA and are at the relevant time still owned by AXA Bank Europe SCF, it will, prior to entering into such sale or transfer, forthwith notify AXA Bank Belgium of its intention and of the conditions, including the price or the consideration, of such intended sale of transfer. AXA Bank Belgium will have the right (but not the obligation) to repurchase such part of the Portfolio from AXA Bank Europe SCF at such conditions.

Servicing Agreement:

The Servicing Agreement sets out (i) the general terms and conditions under which AXA Bank Europe SCF appoints AXA Bank Belgium in relation to the Loans and relating Loan Security and/or Additional Security and (ii) the powers and the responsibilities of AXA Bank Belgium as servicer.

AXA Bank Belgium as servicer will perform the administration of the Loans, the relating Loan Security and Additional Security in accordance with applicable laws and the provisions of the Servicing Agreement, devoting the same amount of time and attention to, and exercising at least the same level of skill, care and diligence in, the performance of the services provided under the Servicing Agreement, as far as it would if it were administering loans in respect of which it is the lender.

AXA Bank Europe SCF may terminate the appointment of AXA Bank Belgium under the Servicing Agreement at its discretion, in case of a Servicer Rating Trigger Event or of a Servicing Termination Event.

See "Relationship between AXA Bank Europe SCF and AXA Group entities – Purchase Documents –Servicing Agreement" for details.

4. Other documents

Cash Advance Agreement:

The Cash Advance Agreement sets out the terms and conditions under which AXA Bank Belgium undertakes to (i) make cash advances to the Issuer on any Interest Payment Date, Instalment Date or Maturity Date (or Extended Maturity Date) of any Series of Notes (as determined in the Final Terms of such Series of Notes) issued by the Issuer or any payment date under any hedging agreement benefiting from the *Privilège*, (ii) each time a specific trigger event occurs, fund a reserve as further detailed below.

Pre-Maturity Reserve under the Cash Advance Agreement:

In the event that AXA Bank Belgium' short-term counterparty risk assessment from Moody's falls below "P-1(cr)" (or such other minimum ratings complying with the rating agencies' public methodologies and criteria in order to maintain the ratings of the Notes) during the nine (9) month period preceding the Maturity Date of any Series of Notes with hard bullet maturities and ending on, and including, such Maturity Date (a "**Pre-Maturity Reserve Test Period**") and on a regular basis for so long as it is continuing during such Pre-Maturity Reserve Test Period (a "**Pre-Maturity Reserve Trigger Event**"), AXA Bank Belgium undertakes (a) to fund a Pre-Maturity Reserve (in cash and/or securities) in an amount (such amount being the "**Pre-Maturity Reserve Required Amount**") equal to the sum of (A) the aggregate amount of principal payable by the Issuer under all Series of Notes with hard bullet maturities during a 9 month period starting on such funding date and (B) the aggregate amount of any other debts benefiting from the *Privilège* during a 9 month period starting on such funding date (but, for the avoidance of doubt excluding the amount due by the Issuer under all Series of Notes with soft bullet maturities) in accordance with Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et*

financier), for the benefit of the Issuer by crediting a pre-maturity reserve account as designated by the Issuer and (b) to maintain, on a rolling basis until such Pre-Maturity Reserve Trigger Event has ceased, the Pre-Maturity Reserve Required Amount in such pre-maturity reserve account.

The Pre-Maturity Reserve will only be funded in respect of Series of Notes which will have hard bullet maturities (*i.e.* not allowing the Maturity Date of the relevant Series to be extended), as specified in the relevant Final Terms and for an amount complying with a "*Pre-Maturity Test*" commensurate in accordance with the rating agencies' public methodologies to ensure that the Issuer will have sufficient funds to meet its payment obligations at maturity.

Collection Loss Reserve under the Cash Advance Agreement:

In the event that AXA Bank Belgium's rating is or falls below "Baa3cr" (long-term counterparty risk assessment) by Moody's (a "**Collection Loss Reserve Trigger Event**"), AXA Bank Belgium undertakes to fund a Collection Loss Reserve (in cash and/or securities) in an amount (such amount being the "**Collection Loss Reserve Required Amount**") equal to the greater of (i) the collections received by AXA Bank Belgium during the preceding one calendar month preceding the Collection Loss Reserve Trigger Event under both the Loans sold to the Issuer under the Mortgage Loan Sale Agreement and Loans granted as collateral security to the benefit of the Issuer under the Collateral Security Agreements and (ii) an amount equal to the sum of (A) the aggregate amount of interest payable by the Issuer under any outstanding Series of Notes, (B) any amount payable by the Issuer under any hedging agreement, (C) any other debts benefiting from the *Privilège* (but, for the avoidance of doubt and any double counting, excluding the amount due under the Notes or the hedging agreements) in accordance with Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*) and (D) any fees payable by the Issuer.

The Collection Loss Reserve will be funded for the benefit of the Issuer by crediting a collection loss reserve account as designated by the Issuer and maintained, on a rolling basis until such Collection Loss Reserve Trigger Event has ceased.

Hedging Agreements:

In connection with the issue of Notes under the Programme, the Issuer has entered and may in future enter into certain hedging agreements and related hedging transactions with AXA Bank Belgium (or other banking entities) in its capacity as eligible hedging provider in accordance with relevant rating agency requirements. These hedging agreements and related hedging transactions are entered into by the Issuer as part of its hedging strategy to hedge interest rate and/or currency risk.

For a description of the Issuer's hedging strategy and the associated risks, see above under "Risk Factors – Interest rate and currency risks" and "Risk Factors – Credit risk on bank counterparties".

Outsourcing Agreements:

The Issuer has entered into two outsourcing services contracts (as amended from time to time): (i) a *contrat d'externalisation et de fourniture de services* with AXA Bank Belgium and AXA Banque (the "**Administrative Services Agreement**"), and (ii) a *convention de gestion* (in accordance with Article L.513-15 of the French Monetary and Financial Code (*Code monétaire et financier*)) with AXA Bank Belgium (the "**Management and Recovery Agreement**").

See "Description of the Issuer – Outsourcing Agreements".

Senior loan agreements:

The Issuer may in future enter into certain term senior loan agreements with AXA Bank Belgium in order to finance the general needs of the Issuer and/or certain expenses in connection with the issue of Notes under the Programme. The sums due by the Issuer (in interest or principal) under the term senior loan agreements will not benefit from the *Privilège* (priority of payments).

RISK FACTORS

The following are risk factors which the Issuer believes are specific to the Issuer and/or the Notes and material for the purpose of assessing the principal risks which may impact its ability to fulfil its obligations under the Notes and/or associated with the Notes, and which prospective investors should be aware.

In each category below the Issuer sets out the most material risks, in its assessment, taking into account the negative impact of such risks and the probability of their occurrence. The materiality of the risks has been assessed based on the probability of their occurrence and the expected magnitude of their negative impact on the Issuer. They are classified by importance (decreasing in magnitude).

Additional risks not included in the risk factors below, e.g. because they are currently not material or not known by the Issuer, may result in material risks in the future.

Furthermore, investors should be aware that the risks described may be combined and thus interrelated with one another.

Prior to making an investment decision, prospective investors in the Notes should consider carefully all of the information contained and/or incorporated by reference in this Base Prospectus, including in particular the risk factors detailed below which the Issuer believes represent the principal risks relating to the Issuer and the Notes. Prospective investors should make their own independent evaluations of all risk factors and should also read the detailed information set out elsewhere in this Base Prospectus.

I. RISK FACTORS RELATING TO THE ISSUER

1. Risks relating to the Issuer's activities

The Issuer's prime purpose is the refinancing of Loans, either directly by purchasing receivables arising from such Loans under the Purchase Documents or indirectly by funding Advances which are secured by the pledge (*nantissement*) of Collateral Security to the benefit of the Issuer under the Facility Documents.

A. Risks related to the Loans, the Collateral Security and the Loan Security

Credit risk in relation to the Debtors under the Loans

The Debtors under the Loans are individuals having borrowed money under the Loans in order to finance residential real estate property located in Belgium.

If, in relation to the Loans purchased in the context of the Purchase Documents or following enforcement of the Collateral Security in the context of the Facility Documents, the Issuer does not receive the full amount due from the Debtors in respect of such Loans, this may affect the ability of the Issuer to make payments under the Notes.

The Issuer is exposed to the occurrence of credit risk in relation to the Debtors under the Loans. The ability of the Debtors to make timely payment of amounts due under such Loans will mainly depend on their assets and liabilities as well as their ability to generate sufficient income to make payments under the relevant Loans. The Debtors' ability to generate income may be adversely affected by a large number of factors, some of which (i) relate specifically to the Debtors themselves (including their age and health, employment situation, family situation and creditworthiness) or (ii) are more general in nature (such as changes in governmental regulations, tax policy, general economic conditions and global pandemics such as COVID-19 (see below "Impact of COVID-19 on the Issuer") etc.).

Each of the Loans originated by AXA Bank Belgium will have been originated in accordance with its lending criteria at the time of origination. It is expected that AXA Bank Belgium's lending criteria will generally consider type of financed property, debt-to-income ratio, term of loan, age of applicant, loan-to-value ratio, status of applicants and credit history.

However, AXA Bank Belgium retains the right to revise its lending criteria from time to time, subject to certain conditions being met under the Collateral Servicing Agreement and the Servicing Agreement. If the lending criteria change in a manner that affects the creditworthiness of the Loans, this may lead to increased defaults by the Debtors. Such defaults may affect the realisable value of the Loans or part thereof transferred to the Issuer under the Purchase Documents or upon enforcement of the Collateral Security under the Collateral Security Agreements, and the ability of the Issuer to make payments under the Notes.

Impact of COVID-19 on the Issuer

Since the closing of the 2019 financial year, Coronavirus disease 2019 (COVID-19) has been characterised by the World Health Organization as a pandemic and is the cause of a collective public health emergency which is unprecedented in recent history.

The COVID-19 pandemic has had, and continues to have, a severe impact on global economic conditions, including significant disruption and volatility in the financial markets, disruption of global supply chains, closures of many businesses, leading to loss of revenues and increased unemployment and the institution of social distancing and "sheltering-in-place" or "lock-down" requirements in various European countries such as France and Belgium. Economic activity across the Eurozone area is declining and has started to, and will inevitably, suffer a considerable contraction in 2021.

The COVID-19 pandemic is still an ongoing event, the duration of which is uncertain, and the measures adopted in reaction to it by public authorities (on an international, national or local scale) are in constant evolution and may affect the business activities and financial results of the Issuer. In particular, the COVID-19 crisis may have the following impact on the Issuer:

- the rise of the unemployment rate in Belgium could lead to a significant increase in arrears on Loans and defaults by the Debtors under the Loans purchased under the Purchase Documents or following the enforcement of the Collateral Security under the Facility Documents, which could affect the ability of the Issuer to make payments under the Notes;

- the lock-down periods imposed by the Belgian Government has led to a drop in mortgage production (compared to previous years) as a result of which it may be more difficult for AXA Bank Belgium to originate Loans which are eligible assets of a *société de credit foncier* (see "Overview of the legislation and regulations relating to *sociétés de crédit foncier* and other legal issues – Eligible assets") which could in turn affect the ability of the Issuer to maintain its cover ratio (see "Overview of the legislation and regulations relating to *sociétés de crédit foncier* and other legal issues – Cover ratio"); and

- the Issuer relies on third parties to perform services for the Issuer (see below "Reliance of the Issuer on third parties") and any negative impact of the COVID-19 on such third parties, in particular AXA Bank Belgium, could affect the ability of the Issuer to make payments under the Notes.

In addition, in an attempt to contain the impact of the COVID-19 on global economic conditions, governments in many countries (including the Belgian Government) have sought to contain the economic crisis through imposing or recommending payment deferrals measures on credit institutions. On 22 March 2020, the Belgian Finance Minister, the National Bank of Belgium and Febelfin announced that they reached an agreement on a series of measures to limit the financial impact of the coronavirus pandemic on businesses and households. Under this agreement, the financial sector undertook to grant to individuals and businesses that are financially impacted by the Covid-19 crisis a payment holiday in the form of a deferral of payments (*betalingsuitstel*/*report de paiement*) initially until 31 October 2020 and then extended until 31 December 2020. On 9 December 2020, the Febelfin and the Belgian Finance Minister announced that they decided to maintain financial support to limit the financial impact of the coronavirus pandemic on businesses and households/individuals who find themselves permanently financially affected by COVID. The Febelfin adopted the "Second Mortgage Credit Charter" (*Tweede Charter betalingsuitstel hypothecair krediet – Deuxième Charte report de paiement crédit hypothécaire*) provides for the possibility of a payment holiday (*deferral of payments*) for a maximum period of 3 months which can be requested by Belgian individuals until 31 March 2021 at the latest (i.e. the deferral of payment can therefore run until 30 June 2021 at the latest).

Due to the impact on timing and *quantum* of payments in respect of the Loans, increased levels of Loans held by the Issuer and affected by the payment holiday measures described above may result in a reduction of funds available to the Issuer to meet its obligations under the Notes. As of 31 December 2020, 97.03% of the Loans purchased by the Issuer under the Purchase Documents had no late payments and 99.54% had less than 30 days of late payment. 0.57% of the portfolio of Loans purchased by the Issuer was subject to the Belgian deferral of payments (*betalingsuitstel*/*report de paiement*) regime.

No independent investigation – reliance on representations and warranties

None of the Issuer, the Permanent Dealers, the Administrator or any other party to any Programme Documents has undertaken or will undertake any investigations, searches or other due diligence regarding the Loans and the

related Loan Security or the related Collateral Security Asset, or as to the status and/or the creditworthiness of the Debtors of the Loans.

Each of them has relied solely on the representations and warranties given by AXA Bank Belgium as Pledgor under the Collateral Security Agreements and Seller under the Mortgage Loan Sale Agreement.

If any breach of eligibility criteria relating to any Loan is material and (if capable of remedy) is not remedied:

(a) the Pledgor will be required under the Collateral Security Agreements to provide sufficient Eligible Collateral Assets in order to maintain compliance with the Asset Cover Test (see "Relationship between AXA Bank Europe SCF and AXA Group entities – Facility Documents – Collateral Security Agreements – Asset Cover Test – Calculation of Asset Cover Ratio" for details),

(b) the Seller will be required to repurchase the relevant Loans in case of a breach (see "Relationship between AXA Bank Europe SCF and AXA Group entities – Purchase Documents – Mortgage Loan Sale Agreement - Mandatory repurchase in case of breach of representations and warranties and Eligibility Criteria" for details).

Failure of providers of Loan Security to pay upon enforcement

If following (i) enforcement of the Collateral Security and/or (ii) transfer of title to the Loans and Loan Security in favour of the Issuer and then notification of the Debtors under such Loans and (iii) enforcement of its rights by the Issuer under the relevant Loan Security against the provider of such Loan Security thereunder, such providers of Loans Security do not pay in whole or in part any amounts due under the relevant Collateral Security or Loan Security for whatever reason (such as difficulties to liquidate properties secured under the Loans efficiently or in a timely manner because of the Belgian legal procedures to be followed in relation to the enforcement of Belgian law governed Mortgages) or do not pay such amounts in a timely manner, the ability of the Issuer to make payments under the Notes may be affected.

Certain Loans are only partially secured by a Mortgage

This is particularly the case where Loans are only partially secured by a Mortgage. Generally, where a Loan is only partially secured by a Mortgage, the Debtor of the relevant Loan or a third party provider of Loan Security may have granted a mortgage mandate. A mortgage mandate does not constitute an actual security which creates a priority right of payment out of the proceeds of a sale of the mortgaged property, but is an irrevocable power of attorney granted by a Debtor or a third party provider of a Loan Security to certain attorneys enabling them to create a Mortgage as security for the Loan (a "**Mortgage Mandate**") (see "Overview of the legislation and regulations relating to *sociétés de crédit foncier* and other legal issues – Certain Loans are only partially secured by a Mortgage"). Such Mortgage will only become enforceable against third parties upon registration of such Mortgage at the Mortgage Registration Office. The ranking of the Mortgage is based on the date of registration. The registration is dated the day on which the mortgage deed pertaining to the creation of the Mortgage and the "registration extracts" (*borderellen/bordereaux*) are registered at the Mortgage Registration Office. When a Mortgage Mandate is converted into a Mortgage, stamp duties (*registratierechten/droits d'enregistrement*) and other costs will be payable.

However, for Loans which are only partially secured by a Mortgage, only the portion of Loans which are effectively secured by a Mortgage will be taken into account for the calculation of the cover ratio.

Failure to maintain its status as a Mobilisation Institution may impact the ability of the Issuer to enforce the Loan Security

The Issuer qualifies as a *mobiliseringinstelling/organisme de mobilisation* (a "**Mobilisation Institution**") under Article 2, 5° c) of the Belgian Act of 3 August 2012 as amended from time to time (the "**Belgian Mobilisation Act**") (see "Overview of the legislation and regulations relating to *sociétés de crédit foncier* and other legal issues – Failure to maintain its status as a Mobilisation Institution").

Failure to maintain its status as a Mobilisation Institution may impact the position of the Issuer and may result in:

- the Issuer not benefiting from Mortgages enforceable *vis-à-vis* third parties, which, in relation to the Loans purchased under the Purchase Documents or following enforcement of the Collateral Security under the Collateral Security Agreements, may affect the ability of the Issuer to make payments under the Notes;

- the Issuer not benefiting from effective subordination arrangements in respect of loans secured by the same All Sums Mortgages and not transferred or pledged to the Issuer;

- the Issuer not benefiting from Mortgage Mandates covering transferred/pledged Loans;

- additional grounds for the Debtor to exercise set-off rights or defences of non-performance. See "Set-off by Debtors under Belgian law" and "Defence of Non-Performance under Belgian law" below.

Effectiveness of the assignment or pledge of certain Additional Security interests

As an accessory to the sale or pledge of the Loans, the Purchaser/Secured Party will be entitled to the benefit of certain Additional Security interests granted by Debtors to the Seller/Pledgor, such as an assignment of salary and/or insurance proceeds, as described in "Overview of the legislation and regulations relating to *sociétés de crédit foncier* and other legal issues – Effectiveness of the assignment or pledge of certain Additional Security interests".

In the absence of precedents under Belgian law, it is not certain to which extent the Seller/Pledgor can validly assign or pledge the benefit of such assignment of salary by a Debtor to the Issuer. Therefore, there is the risk that the Issuer may not have the benefit of such arrangement in case of insolvency of the Seller/Pledgor, which may adversely impact on the ability of the Issuer to meet its obligations in full to pay interest and principal in respect of the Notes.

Furthermore, the Seller/Pledgor as mortgagee enjoys statutory protection under Article 10 of the Belgian Mortgage Act and Article 112 of the Insurance Act of 4 April 2014 on insurances (*Wet betreffende de verzekeringen*/*Loi relative aux assurances*) (the "**Belgian Insurance Act**") pursuant to which any indemnity which third parties (including Insurance Companies) owe for the reason of the destruction of or damage to the mortgaged property will be allocated to the mortgagee-creditors to the extent these indemnities are not used for the reconstruction of the mortgaged property. However, Article 112, §2 of the Belgian Insurance Act provides that the Insurance Company can pay out the indemnity to the insured in case the holder of an unpublished/undisclosed security over the property does not oppose this by prior notification. As the purchase or the pledge of the Loan and the Mortgage to the Issuer will not be noted in the margin of the mortgage register, the question arises to what extent the lack of disclosure of the purchase or the pledge could prejudice the Issuer's rights to such insurance proceeds. Although there are no useful precedents under Belgian law, the purchase or the pledge should not prejudice the Issuer's position because (i) the Mortgage would remain validly registered notwithstanding the purchase or the pledge and (ii) the Issuer would be the assignee and successor of the Seller. Whether the Insurance Company needs to pay to the Seller/Pledgor or to the Issuer would not be of any interest to the Insurance Company.

B. Risks relating to the Facility Documents and the Purchase Documents

No prior notification to Debtors under the Loans purchased by the Issuer or pledged to its benefit as Collateral Security – Risk of set-off and defence of non-performance

The Mortgage Loan Sale Agreement and the Collateral Security Agreements provide that the relevant Loans and Loan Security will be sold or granted as collateral security (as applicable) without notification or information of the underlying Debtors.

Such Debtors will only be notified upon the occurrence of a Notification Event under the Mortgage Loan Sale Agreement (see "Relationship between AXA Bank Europe SCF and AXA Group entities – Purchase Documents – Mortgage Loan Sale Agreement – Notification Events") and the Collateral Security Agreements (see "Relationship between AXA Bank Europe SCF and AXA Group entities – Facility Documents – Collateral Security Agreements – Notification Events"). As long as no such notification has taken place, any payments made by any Debtor (or those of any third providers of Loan Security) under the relevant Loans will continue to be validly made by such Debtors to the Seller/Pledgor, even though title to such Loans would have been validly transferred to the Issuer.

For so long as the Debtors are not notified of such transfer, the debtors under the relevant Loans may be entitled, under certain conditions, to set-off the relevant Loans receivable against a claim they may have *vis-à-vis* the Seller/Pledgor.

Under Belgian law, set-off rights may continue to arise in respect of reciprocal claims between the Debtor (or third providers of Loan Security) and the Seller/Pledgor, as soon as such reciprocal claims exist and are fungible, liquid

(*vaststaand / liquid*) and payable (*opeisbaar / exigible*), potentially reducing amounts to be received by the Issuer under the Loans which would have been validly transferred to the Issuer.

Furthermore, under Belgian law, a Debtor may in certain circumstances in case of default of its creditor invoke the defence of non-performance, pursuant to which it would be entitled to suspend payment under its obligations until its counterparty has duly discharged its obligations due and payable to the debtor.

However, pursuant to the Belgian Mobilisation Act, a Debtor cannot invoke the defence of non-performance (a) following notification of the sale or the pledge of a Loan (and/or the Loan Security) to the relevant debtors (or acknowledgement thereof by the relevant debtor), to the extent the conditions for defence of non-performance are only satisfied after such notification (or acknowledgment); and (b) regardless of any notification or acknowledgement of sale, following the start of insolvency proceedings or the occurrence of a situation of concurrence of creditors (*samenloop/concours*) in relation to the Seller/Pledgor, to the extent the conditions for defence of non-performance are only satisfied following or as a result of such insolvency proceedings or concurrence of creditors.

There is no guarantee that the notification to the Debtors under the relevant Loans will be made at the times required and there can be no guarantee or assurance as to the ability of the Issuer to obtain effective direct payment from the Debtors under the relevant Loans in a sufficient timely manner, which may affect payments under the Notes.

Any recourse against the Pledgor/Seller for repayment of collections received by the Pledgor/Seller under the relevant Loans which are commingled with the Pledgor/Seller's other funds will likely rank *pari passu* with the claims of other senior unsecured creditors of the Pledgor/Seller, and be subject, as the case may be, to mandatory Belgian insolvency rules (including stay of execution) and/or to recovery and resolution measures adopted in respect of the Pledgor/Seller.

C. Risks relating to the Purchase Documents only

Impact of claw-back rules under Belgian law

The transfer of the Loans under the Purchase Documents may be subject to claw-back and be held ineffective towards other creditors of the Seller in case of insolvency (*faillietverklaring*/*déclaration de faillite*) of the Seller if:

(a) the sale is effected with fraudulent intent (pursuant to Article XX.144 of the Belgian Economic Code (*wetboek van 28 februari 2013 van economisch recht/code du 28 février 2013 de droit économique)* (the "**Belgian Economic Code**")); or

(b) during a hardening period determined by the relevant insolvency court, but not exceeding six months prior to the insolvency order, if the sale was entered into with a party aware of the state of insolvency of the Seller or was not entered into at arm's length terms.

The hardening period is the period within which the court considers that the Seller is in a situation of cessation of payments, *i.e*. unable to pay its debts. There is a presumption that this occurs upon the insolvency order (*faillietverklaring*/*déclaration de faillite*), but the relevant insolvency court may consider that cessation of payments occurred at an earlier date (but not earlier than 6 months before the insolvency order) based on serious and objective indications that such was the case.

Risk related to the Belgian withholding tax regime in respect of the Loans purchased by the Issuer under the Mortgage Loans Sale Agreement

Pursuant to Article 107, §2, 7°, a) of the Royal Decree to the Belgian Income Tax Code ("**RD**"), interest payments made by Belgian private individual debtors are exempt from withholding taxes if made to certain entities listed as financial institution or equivalent undertakings under Article 105, 1° of the RD. The list of financial institutions and equivalent undertakings provided in Article 105, 1° of the RD is however outdated and does not contain a category under which the Issuer qualifies *per se*. Hence there is a risk that the Belgian tax authorities would successfully claim that interest payments to be made under the Loans are subject to withholding tax.

In order to mitigate that risk, the Issuer has obtained a tax ruling from the Belgian Ruling Commission on 24 January 2017 (n° 2016.768) confirming that Article 107, §2, 7°, a) of the RD is applicable to the interest payments made by individual debtors to the Issuer in his capacity as Secured Party under the Collateral Security Agreements

after notification to the Debtors of the Pledge. Such ruling does not however cover interest payments that would be paid to the Issuer in its capacity as Purchaser under the Mortgage Loan Sale Agreement. An application for an additional ruling covering this has been made by the Issuer on 12 June 2017, but, at the date of this Base Prospectus, no final decision has been taken by the Belgian Ruling Commission.

There is therefore a residual risk that the Belgian tax authorities would successfully claim that interest payments under certain Loans are subject to withholding tax, to be withheld by the Debtors. Such risk is mitigated by the following mitigant factors:

(a) under the Mortgage Loans Sale Agreement, AXA Bank Belgium is required to increase any amount payable by itself or by a Debtor in respect of such deduction or withholding required to be made to ensure that, after the making of such deduction or withholding, the Issuer receives and retains a net amount equal to the amount which it would have received and so retained had no such deduction or withholding been made or required to be made;

(b) the Servicing Agreement includes measures aiming at appointing a financial institution qualifying under Article 105 of the RD as substitute servicer in the event of a Servicing Termination Event, and if such a substitute servicer is appointed, then no withholding should be made;

(c) Article 105 of the RD is outdated and does not reflect recent evolutions of Belgian law and European Union law and could be challenged in court on that basis; and

(d) the legal reasoning behind the ruling obtained for the Loans secured under the Collateral Security Agreements is, *mutatis mutandis*, applicable to Loans purchased under the Mortgage Loan Sale Agreement.

D. Risks relating to the Facility Agreement and the Collateral Security only

Borrower's ability to pay under the Facility Agreement

Neither the Issuer or any other party to the Programme Documents (without prejudice to the Collateral Security granted by the Pledgor) guarantees or represents and warrants full and timely payment by AXA Bank Belgium in its capacity as the Borrower of any sums of principal or interest payable under the Facility Agreement. The Issuer may therefore be exposed to the occurrence of credit risk in relation to AXA Bank Belgium under the Facility Agreement. However, as of 30 June 2020, the assets of the Issuer did not include any Advance drawdown by AXA Bank Belgium under the Facility Agreement.

In addition, should the Borrower be subject to any applicable insolvency proceedings under Belgian law, this would impair the ability of the Issuer to claim against the Borrower the timely payment of amounts of principal and interest due and payable under the Facility Agreement and the Issuer will not be entitled to accelerate the payment of such amounts.

However, pursuant to Article L.211-38-I of the French Monetary and Financial Code (*Code monétaire et financier*) and Article 4 of the Belgian Act of 15 December 2004 on Financial Collateral (the "**Belgian Financial Collateral Act**"), the Collateral Security is enforceable, even if the Borrower is the subject of any such proceedings.

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

If the value of the Collateral Security Assets granted as Collateral Security in favour of the Issuer pursuant to the Collateral Security Agreements has not been maintained in accordance with the terms of the Asset Cover Test or the other provisions of the Programme Documents, this may affect the value of the Collateral Security or any part thereof (both before and after the occurrence of an Event of Default) or the price or value of such Collateral Security Assets upon the sale or refinancing thereof by the Issuer which may result in the Issuer having insufficient funds to meet its obligations under the Notes.

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

A Non-Compliance with the Asset Cover Test on any Asset Cover Test Date will not result in an Event of Default, unless it is not remedied until the next Asset Cover Test Date, in which case it will constitute a Breach of Asset Cover Test resulting in an Event of Default.

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

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

However, Article L.211-38 of the French Monetary and Financial Code (*Code monétaire et financier*) further states that such establishment and enforceability "*derive from the transfer of the relevant property and rights, the dispossession of the grantor or their control by the beneficiary or a person acting on his behalf*". In the case of a pledge without dispossession, the notion of "*control*" must be used to determine that the pledge has been established.

The notion of control is a matter of fact which is assessed by a French judge at its sole discretion (*appréciation souveraine*) and there are no guidelines in the texts or in the French case law as to how to characterise and measure "control" in the sense of that Article L.211-38 of the French Monetary and Financial Code (*Code monétaire et financier*). However, in the context of monies deposited in an account which are pledged by the depositor to the account bank to cover any debts of the depositor to the bank, the Court of Justice of the European Union has ruled *inter alia* that (i) the requirement of control will only be met if the depositor is prevented from disposing of the monies after they have been deposited in that account and (ii) any right given to the collateral provider to substitute or withdraw excess collateral must not prejudice the provision of financial collateral to the collateral taker (Private Equity Insurance Group SIA v Swedbank AS [2016] EUECJ C-156/15).

Although no guarantee can be given under French law as to whether the Issuer has sufficient "control" over the Collateral Security Assets, pursuant to the Collateral Security Agreements and the Collateral Servicing Agreement, the Issuer will have specific rights which are aimed at organizing a certain level of control over the Collateral Security Assets, in particular:

(a) the Services will constitute servicing instructions of the Issuer to the Pledgor and no change can be made to them without the Issuer prior consent in a way that would prejudice the Issuer's rights under the Collateral Security Agreements;

(b) the Pledgor will undertake to (i) comply with the relevant Services and (ii) notify the Issuer upon becoming aware of any circumstance or event giving rise to a breach of such Services. In case of such breach, the Issuer will have the right to enforce the Collateral Security Agreements and proceed with notification and the underlying debtors;

(c) the Secured Party may amend or terminate the right for the Servicer to consent to any Permitted Variation for any reason and at any time upon the giving of not less than thirty (30) Business Days' notice to the Servicer;

(d) the Pledgor will undertake in particular not to create or permit the creation or existence of any encumbrance or security over, nor to sell, transfer or otherwise dispose of any of the assets granted as Collateral Security; and

(e) for the purpose of satisfying itself as to whether the Collateral Security Assets remain Eligible Collateral Assets or to control the conformity of the servicing of the Collateral Security Assets with the Services or of the information contained in the Asset Reports, the Issuer (or any agent acting on its behalf) will be entitled to (i) access at all times the premises where the Contract Records are located and (ii) inspect, audit and copies such Contract Records.

In addition, Article L.211-38 of the French Monetary and Financial Code (*Code monétaire et financier*) requires that: "*the identification of the relevant property and rights, transfer thereof, and dispossession of the grantor or control by the beneficiary must be attestable in writing*". For the purpose of complying with that requirement, the Pledgor will have to provide a list of the Eligible Collateral Assets pledged as Collateral Security to the Issuer, each time any such Eligible Collateral Asset is being included in the Collateral Security. Likewise, pursuant to Article 4§1, 4th indent of the Belgian Financial Collateral Act, it is a requirement for the pledge to be valid that

the Loans pledged as collateral are "*sufficiently determined or determinable*". The validity of a pledge under the Belgian Financial Collateral Act is however not subject to a control requirement (and the circumstance that the Belgian Financial Collateral Act would be found not to constitute a proper implementation of the Collateral Directive should not impact the validity of the pledge).

No interpretation by French and the Belgian courts of rules applicable to Collateral Security

The pledge granted by AXA Bank Belgium in its capacity as the Pledgor over Eligible Collateral Assets in favour of the Secured Party under the French Collateral Security Agreement will be granted, and, as the case may be, enforced, in accordance with the provisions of Articles L.211-38 *et seq.* of the French Monetary and Financial Code implementing Directive 2002/47/EC of the European Parliament and of the Council of 6 June 2002 on financial collateral arrangements as amended (the "**Collateral Directive**").

The pledge granted by the Pledgor over Eligible Collateral Assets in favour of the Secured Party under the Belgian Collateral Security Agreement will be granted, and, as the case may be, enforced, in accordance with the provisions of Article 4 of the Belgian Financial Collateral Act implementing the Collateral Directive.

Holders of the Notes should note that neither the French courts nor the Belgian courts have had yet the opportunity to interpret Articles L.211-38 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*) or the Belgian Financial Collateral Act.

2. Risks relating to the Issuer's operations and organisation

The Issuer is the sole entity liable under the Notes and has limited resources

The Issuer is a *société de credit foncier* and the only entity which has obligations to pay principal and interest in respect of the Notes. The Notes will not be obligations of any other entity, including (but not limited to) AXA Bank Belgium or any other company in the same group, or the shareholders, or the Permanent Dealers (as defined in Section entitled "Subscription and Sales") or directors or agents of any company in the same group of companies.

The Issuer's ability to meet its obligations under the Notes will depend on the amount of scheduled principal and interest paid by the Debtors under the Loans and the timing thereof and/or, as applicable, the amounts received under hedging agreement(s) if any and/or the proceeds generated by the permitted investments, and/or the available amount under senior loans made available by AXA Bank Belgium and/or payments proceeds under various replacement assets (*valeurs de remplacement*) and other assets that are eligible as collateral to credit transactions with the *Banque de France*.

Also, pursuant to the Cash Advance Agreement, the Issuer will benefit from any cash advance to be provided by AXA Bank Belgium as a Pre-Maturity Reserve and/or a Collection Loss Reserve under the circumstances described under the Cash Advance Agreement.

The risk arising from the fact that the Issuer has limited resources is mitigated by Articles L.513-12 and R.513-8 of the French Monetary and Financial Code (*Code monétaire et financier*) which provide that *sociétés de crédit foncier* must at all times maintain a cover ratio of at least 105 per cent. of the total amount of their liabilities which benefit from the *Privilège* by the total amount of their assets, including the replacement assets (*valeurs de remplacement*). However, failure to maintain the cover ratio may result in the Issuer having insufficient funds to meet its obligations under the Notes. For further details in relation to the cover ratio, see section "Overview of the legislation and regulations relating to *sociétés de crédit foncier* and other legal issues - Cover ratio".

Reliance of the Issuer on third parties

Since the Issuer has no human resources, the Issuer has entered into agreements with a number of third parties, which have agreed to perform services for the Issuer, in particular for the management of its operations and the recovery of assets, the hedging of its obligations under certain Series of Notes and the provision of liquidity (see "Relationship between AXA Bank Europe SCF and AXA Group Entities").

The Issuer also has appointed AXA Bank Belgium as Servicer in order to service (i) the Collateral Security Assets under the Facility Agreements (see "Relationship between AXA Bank Europe SCF and AXA Group entities – Facility Documents – Collateral Servicing Agreement) and (ii) the Loans purchased under the Purchase Documents (see "Relationship between AXA Bank Europe SCF and AXA Group entities – Purchase Documents – Servicing Agreement).

In the event that any party providing services to the Issuer fails to perform its obligations under the relevant agreement(s) to which it is a party, the ability of the Issuer to make payments under the Notes may be affected.

Substitution risk

In the event of a downgrading of the short-term and/or long-term debt of one or more parties to the Programme Documents (such as the eligible hedging providers under the Hedging Documents or the Servicer under the Collateral Servicing Agreement and the Servicing Agreement) or under certain circumstances described in the Programme Documents, leading to the substitution of one or more of these parties pursuant to the terms of the Programme Documents, no assurance can be given that a substitute entity will be found.

In particular, if an event leading to the termination of the appointment of AXA Bank Belgium as Servicer under the Collateral Servicing Agreement and the Servicing Agreement occurs, then the Issuer will be required to appoint a substitute servicer in its place. There can be no assurance that such substitute servicer with sufficient experience would be found who would be willing and able to service the same on the terms of the Collateral Servicing Agreement and/or the Servicing Agreement.

In addition, upon the occurrence of any Event of Default under the Facility Documents and/or a Notification Event under the Purchase Documents and the subsequent transfer to the Issuer of the Collateral Security Assets and/or the Loans, and if AXA Bank Belgium is no longer in a position to act as Servicer and/or to fulfill its duties under the Collateral Servicing Agreement, the Servicing Agreement and the Management and Recovery Agreement, there can be no assurance that a substitute servicer with sufficient experience of servicing such transferred Collateral Security Assets and/or Loans would be found who would be willing and able to service the same on the terms of the Collateral Servicing Agreement, the Servicing Agreement and the Management and Recovery Agreement.

The ability of a substitute servicer (or an entity able to fulfill AXA Bank Belgium's duties under the Collateral Servicing Agreement, the Servicing Agreement and the Management and Recovery Agreement) to perform fully the required services will depend, amongst other things, on the information, software and records available at the time of the appointment. Any delay or inability to appoint such substitute entities may affect the realisable value of the Collateral Security Assets, the Loans or any part thereof, and/or the ability of the Issuer to make payments under the Notes.

Interest rate and currency risks

According to Article 12 of the Regulation no. 99-10 dated 9 July 1999 issued by the Committee of banking and financial regulation (the *Comité de la réglementation bancaire et financière* or "**CRBF**") related to *sociétés de crédit foncier* and *sociétés de financement de l'habitat* (as amended from time to time, lately by arrêté of 3 November 2014) (the "**Regulation 99-10 of the CRBF**") and Articles 85 and 86 of the *Arrêté* dated 3 November 2014 with respect to the internal control of the banking sector companies, payment services and investment services providers, the Issuer has implemented a system for measuring overall interest rate risks under the conditions set forth in Article 134 to Article 139 of the *Arrêté* of 3 November 2014 (for further description, see section entitled "Overview of the legislation and regulations relating to *sociétés de crédit foncier* and other legal issues - Hedging").

The level of rate and maturity matching between the assets and the liabilities of the Issuer is verified by the Specific Controller.

The Issuer uses macro hedges (and may use micro hedges) to hedge general interest rate and currency risks. The goal of the Issuer is to neutralise interest rate and currency risks as much as possible from an operating standpoint. The ability of the Issuer to enter into appropriate hedging agreements or find replacement hedging agreements depends however on market conditions prevailing at that time.

The hedging agreements will provide a hedge of any interest rate or currency risk arising from the mismatches between (i) the amounts of principal and interest payable by the Issuer under the Notes in Euros, and (ii) the amounts in the currencies in which the Loans transferred to the Issuer are denominated corresponding to principal and interest received by the Issuer under those assets and in particular, the hedging agreements will ensure that the Issuer will have in place appropriate derivative transactions to hedge the currency and interest rate risks arising from such assets.

For this purpose, the Issuer will enter into one or more hedging agreements and related hedging transaction(s) with eligible hedging provider(s) with minimum ratings complying with the rating agencies public methodologies and

criteria which are, as at the date on which they are entered into, commensurate to the then current rating of the Notes and on terms as per rating agencies' public methodologies and criteria to cover interest rate and/or currency risks arising from the mismatches between the payments received under the Loans transferred to the Issuer and the payments to be made under the Notes.

In certain circumstances, the hedging transactions may be terminated and, as a result, the interest rate and currency risks described above may be unhedged if a replacement hedging agreement is not entered into, which may affect the ability of the Issuer to make payments under the Notes.

Termination or transfer of a hedging agreement may be at the Issuer's cost and may therefore, depending on market conditions prevailing at that time, also affect the ability of the Issuer to make payments under the Notes.

Liquidity risk

The maturity and amortisation profile of the eligible assets may not match the repayment profile and maturities of the Notes, therefore creating a need for liquidity at the level of the Issuer.

Pursuant to Articles L.513-8 and R.513-7 of the French Monetary and Financial Code (*Code monétaire et financier*), *sociétés de crédit foncier* must ensure, at all times, the coverage of their liquidity needs for the next 180 calendar days (taking into account the forecasted flows of principal and interest on its assets and net flows related to derivative financial instruments referred to in Article L.513-10 of the French Monetary and Financial Code (*Code monétaire et financier*)), by replacement values (*valeurs de remplacement*) or other assets eligible as collateral to credit transactions with the *Banque de France* in accordance with the procedures and conditions laid out by it for its monetary policy and intraday credit operations.

The Issuer benefits from the ALM management tools provided to it by the laws and regulations applicable to *sociétés de crédit foncier* in order to fund temporary liquidity needs (which could result from the mismatch between payment dates and maturities under the assets of the Issuer and its liabilities). The Issuer may also benefit from additional contractual undertakings, such as, at the date of this Base Prospectus, an obligation of AXA Bank Belgium to *inter alia* fund a Pre-Maturity Reserve and the Collection Loss Reserve in the conditions described in section "Relationship between AXA Bank Europe SCF and AXA group entities – Cash Advance Agreement". However, if the Issuer is not able to cover its liquidity needs, this may affect the Issuer’s ability to meet its obligations under the Notes in a timely manner.

II. RISK FACTORS RELATING TO THE NOTES

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

1. Risks related to the structure of a particular issue of Notes

A. Interest Rate Risks

Change in market value of Fixed Rate Notes

Condition 5(b) (*Interest on Fixed Rate Notes*) allows the Issuer to issue Notes that pay a fixed rate of interest to Noteholders. Investors in Fixed Rate Notes are exposed to the risk that changes in interest rates in the capital markets may adversely affect the market value of the Notes. Generally, prices of fixed interest rate bonds tend to fall when market interest rates rise and accordingly are subject to volatility. Therefore, the price of the Notes at any particular time may be lower than the purchase price for the Notes paid by the Noteholder. As a consequence, part of the capital invested by the Noteholder may be lost upon any transfer of the Notes, so that the Noteholder in such case would not receive the total amount of the capital invested.

Investors will not be able to calculate in advance their rate of return on Floating Rate Notes

Condition 5(c) (*Interest on Floating Rate Notes*) allows the Issuer to issue Notes that pay a floating rate of interest to Noteholders. A key difference between Floating Rate Notes and Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. If the terms and conditions of the Notes provide for frequent interest payment dates, investors are exposed to reinvestment risk if market interest rates

decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing. In addition, the Issuer's ability to also issue Fixed Rate Notes may affect the market value and the secondary market (if any) of the Floating Rate Notes (and *vice versa*).

Investment in Notes which bear interest at a floating rate comprise (i) a reference rate and (ii) usually a margin to be added or subtracted, as the case may be, from such reference rate. Typically, the relevant margin will not change throughout the life of the Notes but there might be periodic adjustments (as specified in the relevant 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 Notes may be volatile if changes, particularly short term changes, to market interest rates evidenced by the relevant reference rate can only be reflected in the interest rate of these Notes upon the next periodic adjustment of the relevant reference rate. Therefore, the amount of interest payable by the Issuer may vary and Noteholders may receive no interest. Should the reference rate be at any time negative, it could, notwithstanding the existence of the relevant margin, result in the actual floating rate, consisting in the reference rate and the relevant margin, being lower than the relevant margin, provided that in no event will the relevant interest amount be less than zero. The interest amount payable on any Interest Payment Date may be different from the amount payable on the initial or previous Interest Payment Date and may negatively impact the return under the Notes and result in a reduced market value of the Notes if a Noteholder were to dispose of its Notes.

The regulation and reform of "benchmarks" may adversely affect the market value of Notes linked to or referencing such "benchmarks"

In accordance with Condition 5(c) (*Interest on Floating Rate Notes*) and where the applicable Final Terms for a Series of Floating Rate Notes specify that the Rate of Interest for such Notes will be determined by reference to reference rates, which are deemed to be "benchmarks" (including the London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and the CMS rate (the "**CMS Rate**")), investors should be aware that such "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, to be subject to revised calculation methods, or have other consequences which cannot be predicted. Any such consequences could have a significant adverse effect on the liquidity and market value of and return on any Notes linked to or referencing such a "benchmark".

In the European Union (the "**EU**"), Regulation (EU) 2016/1011 as amended (the "**Benchmarks Regulation**") and, in the United Kingdom (the "**UK**"), the Benchmarks Regulation as it has effect in UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK BMR**"), apply to "contributors", "administrators" and "users" of "benchmarks" (including EURIBOR, LIBOR and the CMS Rate), and will, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU-based or non-UK-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and to comply with extensive requirements in relation to the administration of "benchmarks" (or, if non-EU-based or non-UK-based, to be subject to equivalent requirements) and (ii) prevent certain uses by EU or UK supervised entities of "benchmarks" of administrators that are not authorised or registered (or, if non-EU-based or non-UK-based, not deemed equivalent or recognised or endorsed) with the relevant regulators.

The Benchmarks Regulation and the UK BMR could have a material impact on any Notes linked to or referencing a "benchmark", including in any of the following circumstances:

- a rate or an index deemed to be a "benchmark" could not be used by a supervised entity in certain ways if its administrator does not obtain authorisation or registration or, if based in a non-EU jurisdiction, the administrator is not recognised as equivalent or recognised or endorsed and the transitional provisions do not apply; and
- the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the Benchmarks Regulation or the UK BMR, as the case may be. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the "benchmark".

Regulation (EU) 2019/2089 of the European Parliament and of the Council of 27 November 2019 has amended the existing provisions of the Benchmarks Regulation by extending the transitional provisions applicable to critical benchmarks and third-country benchmarks until the end of 2021.

More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the

setting of a “benchmark” and complying with any such regulations or requirements. Such factors may have the following effects on certain “benchmarks”: (i) discourage market participants from continuing to administer or contribute to the “benchmark”; (ii) trigger changes in the rules or methodologies used in the “benchmark” or (iii) lead to the disappearance of the “benchmark”. Any of the above changes or any other consequential changes as a result of international, national or other proposals for reform or other initiatives or investigations, could have a significant adverse effect on the market value of and return on any Notes linked to or referencing a “benchmark”.

Investors should be aware that, if a benchmark were discontinued or otherwise unavailable, the rate of interest on Notes which are linked to such benchmark will be determined for the relevant period by the fall-back provisions applicable to such Notes. Depending on the manner in which a benchmark is to be determined under the Conditions, this may (i) if ISDA Determination or FBF Determination applies, be relying upon the provision by reference banks of offered quotations for the relevant benchmark which, depending on market circumstances, may not be available at the relevant time or (ii) if Screen Rate Determination applies, result in the effective application of a fixed rate based on the rate which applied for the immediately preceding Interest Period for which the benchmark was available. Any of the foregoing could have an adverse effect on the market value or liquidity of, and return on, any Notes linked to a "benchmark".

Future discontinuance of LIBOR, EURIBOR and other benchmarks may adversely affect the value of Floating Rate Notes

In accordance with Condition 5(c) (*Interest on Floating Rate Notes*), the Issuer may issue Floating Rate Notes for which the Rate of Interest will be determined by reference to the LIBOR. On 27 July 2017, the Chief Executive of the United Kingdom Financial Conduct Authority, which regulates LIBOR, announced that it does not intend to continue to persuade, or use its powers to compel, panel banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis is not guaranteed after 2021, and there is a substantial risk that LIBOR will be discontinued or modified by 2021. The sustainability of LIBOR has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of benchmark reforms) for market participants to continue contributing to such benchmarks. However, proposed legislative changes to the UK BMR will provide the Financial Conduct Authority (the "**FCA**") with additional options to manage the wind-down of LIBOR (or other “benchmark”) during a pre-cessation period, where the relevant “benchmark” will no longer be representative. The proposed legislative amendments will grant the FCA powers to enable continued publication of a LIBOR number using an alternative methodology and different inputs to reduce disruption arising from the discontinuation of LIBOR for contracts that have no or inappropriate alternatives to LIBOR and no realistic ability to be renegotiated or amended.

Other interbank offered rates such as EURIBOR (together with LIBOR, the "**IBORs**") suffer from similar weaknesses to LIBOR and as a result may be discontinued or be subject to changes in their administration.

Changes to the administration of an IBOR or the emergence of alternatives to an IBOR, may cause such IBOR to perform differently than in the past, or there could be other consequences which cannot be predicted. The discontinuation of an IBOR or changes to its administration could require changes to the way in which the Rate of Interest is calculated in respect of anyNotes referencing or linked to such IBOR. The development of alternatives to an IBOR may result in Notes linked to or referencing such IBOR performing differently than would otherwise have been the case if the alternatives to such IBOR had not developed. Any such consequence could have a material adverse effect on the value of, and return on any Notes linked to or referencing such IBOR.

Whilst alternatives to certain IBORs for use in the bond market (including SONIA (for Sterling LIBOR) and rates that may be derived from SONIA) are being developed, in the absence of any legislative measures, outstandingnotes linked to or referencing an IBOR will only transition away from such IBOR in accordance with their particular terms and conditions. Indeed, investors should be aware that, if an IBOR were disconstinued or otherwise unavailable, the Rate of Interest of the Notes will be determined for the relevant period by the fall-back provisions applicable to the Notes.

Investors should be aware that, if IBORs were discontinued or otherwise unavailable, any rate of interest on Floating Rate Notes which references IBORs would be determined for the relevant period by the fall-back provisions applicable to such Notes. Depending on the manner in which the LIBOR or EURIBOR rate is to be determined under the Terms and Conditions, this may (i) if ISDA Determination or FBF Determination applies, be reliant upon the provision by reference banks of offered quotations for the LIBOR or EURIBOR rate which, depending on market circumstances, may not be available at the relevant time or (ii) if Screen Rate Determination applies, result in the effective application of a fixed rate based on the rate which applied in the previous period when LIBOR or EURIBOR was available.

In the event that no successor or alternative rate (as applicable) is determined and the affected Notes are effectively converted to Fixed Rate Notes as described above, investors holding such Notes might incur costs from unwinding hedges. Moreover, in a rising interest rate environment, holders of such Notes will not benefit from any increase in rates. Any of the foregoing could have a material adverse effect on the value or liquidity of, and return on, any Floating Rate Notes which reference LIBOR or EURIBOR.

The occurrence of a Benchmark Event could have a material adverse effect on the market value of and return on any Notes linked to or referencing such "benchmarks"

In case of Screen Rate Determination for Notes linked to or referencing a "benchmark", Condition 5(c)(iii)(C)(5) of the Terms and Conditions of the Notes provide for certain fallback arrangements in the event that a Benchmark Event occurs, including if an Original Reference Rate becomes unavailable, or if the Issuer, the Calculation Agent, any Paying Agent or any other party responsible for the calculation of the Rate of Interest (as specified in the applicable Final Terms) are no longer permitted lawfully to calculate interest on any Notes by reference to such an Original Reference Rate under the Benchmarks Regulation or otherwise.

Such fallback arrangements include the possibility that the Rate of Interest could be set by reference to a Successor Rate or an Alternative Rate, with or without the application of an Adjustment Spread and may include amendments to the Terms and Conditions of the Notes to ensure the proper operation of the successor or replacement benchmark, all as determined by an Independent Adviser and without consent of the Noteholders. An Adjustment Spread, if applied, could be positive or negative and would be applied with a view to reducing or eliminating, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of an Original Reference Rate. However, it may not be possible to determine or apply an Adjustment Spread and even if an adjustment is applied, such Adjustment Spread may not effectively reduce or eliminate economic prejudice to investors. If no Adjustment Spread can be determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Rate of Interest. The use of a Successor Rate or Alternative Rate (including with the application of an Adjustment Spread) may still result in any Notes linked to or referencing to an Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form. This could in turn impact the rate of interest on, and market value of, the affected Notes. Moreover, any holders of such Notes that enter into hedging instruments based on the Relevant Screen Page may find their hedges to be ineffective, and they may incur costs replacing such hedges with instruments tied to the Successor Rate or Alternative Rate.

The Successor Rates or Alternative Rates may have no or very limited trading history and accordingly their general evolution and/or interaction with other relevant market forces or elements may be difficult to determine or measure. This could significantly affect the performance of an alternative rate compared to the historical and expected performance the relevant benchmark.

If, following the occurrence of a Benchmark Event, no Successor Rate or Alternative Rate is determined, the ultimate fallback for the purposes of calculation of the Rate of Interest for a particular Interest Accrual Period may result in the Rate of Interest for the last preceding Interest Accrual Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page. Subject to the right for the Issuer to re-apply, at any time, the provisions regarding the determination of a Successor Rate or Alternative Rate, the effective conversion into Fixed Rate Notes may affect the secondary market and the market value of the Notes as the fixed rate may be lower than the rates usually applicable to such Notes. In the event of the application of a fixed rate of interest, the Noteholders would not be able to benefit from any potentially favourable prevailing market conditions.

In addition, due to the uncertainty concerning the availability of Successor Rates and Alternative Rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time.

Any such consequences could have a significant adverse effect on the market value of and return on any such Notes.

Moreover, any of the above matters or any other significant change to the setting or existence of any relevant rate could affect the ability of the Issuer to meet its obligations under the Notes linked to or referencing a “benchmark” or could have a material adverse effect on the market value or liquidity of, and the amount payable under, the Notes linked to or referencing a “benchmark”. Investors should note that, the Independent Adviser will have discretion to adjust the relevant Successor Rate or Alternative Rate (as applicable) in the circumstances described

above. Any such adjustment could have unexpected consequences and there can be no assurance that, due to the particular circumstances of each Noteholder, any such adjustment will be favourable to each Noteholder.

The occurrence of a Benchmark Event could result in the loss of a portion of the principal amount invested by Noteholders in the relevant Floating Rate Notes.

Risks related to Notes which are linked to SONIA or €STR

The market continues to develop in relation to risk free rates (including overnight rates) as reference rates for Floating Rate Notes.

Investors should be aware that the market continues to develop in relation to risk free rates, such as the Euro short term rate ("**€STR**") and the Sterling Overnight Index Average ("**SONIA**"), as reference rates in the capital markets for euro, sterling or U.S. dollar bonds, as applicable, and their adoption as alternatives to the relevant interbank offered rates. The market or a significant part thereof may adopt an application of risk free rates that differs significantly from that set out in the Terms and Conditions and used in relation to Floating Rate Notes that reference a risk free rate issued under this Base Prospectus. The Issuer may in the future issue notes referencing €STR or SONIA in a way that differs materially in terms of interest determination when compared with any previous notes issued by the Issuer referencing €STR or SONIA.

The nascent development of the use of €STR or SONIA as interest reference rates for bond markets, as well as continued development of €STR-, or SONIA- based rates for such markets and of the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of the Notes.

Interest on Notes which reference a risk free rate is only capable of being determined shortly prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference such risk free rates to reliably estimate the amount of interest which will be payable on such Notes.

Investors should carefully consider how any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of any Notes. Investors should consider these matters when making their investment decision with respect to any such Floating Rate Notes.

If the Notes include a feature to convert the interest basis from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned

Condition 5(e) (*Fixed/Floating Rate Notes*) of the Terms and Conditions of the Notes allow the Issuer to issue Notes that bear interest at a rate that (i) converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate or (ii) will automatically change from a fixed rate to a floating rate, or from a floating rate to a fixed rate, in each case on the date set out in the Final Terms. The Issuer's ability to convert the interest basis, and any conversion of the interest basis, may affect the secondary market in, and the market value of, such Notes as the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing; Therefore, the change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes. Investors should also note the risks set out above in relation to Fixed Rate Notes and Floating Rate Notes.

The Notes with an interest rate equal to a fixed rate minus a rate based upon a reference rate are more volatile

Condition 5(f) (*Inverse Floating Rate Notes*) of the Terms and Conditions of the Notes allow the Issuer to issue Notes with an interest rate equal to a fixed rate minus a rate based upon a reference rate. The market values of such Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes. It is difficult to anticipate future market volatility in interest rates, but any such volatility may have a significant adverse effect on the value of the Notes.

Notes issued at a substantial discount or premium are generally subject to more fluctuations

The relevant Final Terms of a Tranche of Notes will specify the relevant issue price. 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. Therefore, holders of Notes issued at a substantial discount or premium could be exposed to greater losses on their investment than holders of conventional interest-bearing securities.

Zero Coupon Notes

Condition 5(d) (*Zero Coupon Notes*) of the Terms and Conditions of the Notes allow the Issuer to issue Zero Coupon Notes. Changes in market interest rates have a substantially stronger impact on the prices of Zero Coupon Notes than on the prices of ordinary Notes because the discounted issue prices are substantially below par. If market interest rates increase, Zero Coupon Notes can suffer higher price losses than other Notes having the same maturity and credit rating. Due to their leverage effect, Zero Coupon Notes are a type of investment associated with a particularly high price risk. Therefore, in similar market conditions the holders of Zero Coupon Notes could be subject to higher losses on their investments than the holders of other instruments such as Fixed Rate Notes or Floating Rate Notes. It is difficult to anticipate future market volatility in interest rates, but any such volatility may have a significant adverse effect on the value of the Notes.

B. Redemption risks

Notes subject to optional redemption by the Issuer can limit their market value

The Final Terms for a particular issue of Notes may provide for an early redemption at the option of the Issuer (as described in Condition 6(e)). As a consequence, the yields received upon redemption may be lower than expected, and the redeemed face amount of the Notes may be lower than the purchase price for the Notes paid by the Noteholder. As a result, part of the capital invested by the Noteholder may be lost, so that the Noteholder in such case would not receive the total amount of the capital invested. In addition, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Notes.

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

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

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

Notes subject to optional redemption by the Noteholders: exercise of Put Option in respect of certain Notes may affect the liquidity of the Notes of the same Series in respect of which such option is not exercised

Pursuant to Condition 6(d) (*Redemption at the Option of the Noteholders*) of the Terms and Conditions of the Notes, the Issuer shall, at the option of the Noteholder, redeem such Notes on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption. The exercise of the Put Option provided in Condition 6(d) of the Terms and Conditions of the Notes in respect of certain Notes may affect the liquidity of the Notes in respect of which such option is not exercised. Depending on the number of Notes of the same Series in respect of which the Put Option specified as applicable in the relevant Final Terms is exercised, any trading market in respect of those Notes in respect of which such option is not exercised may become illiquid. Therefore, Noteholders not having exercised their put option may not be able to sell their Notes on the market and may have to wait until the Issuer's decision to redeem the Notes to obtain redemption of their investments in the Notes, which may have a negative impact on the Noteholders and reduce the profits anticipated by them at the time of the issue. In addition, investors may only be able to reinvest the moneys they receive upon such early redemption in securities with a lower yield than the redeemed Notes.

Extendible Notes may be redeemed after their initial maturity

The Maturity Date of Extendible Notes may be extended automatically until the Extended Maturity Date (as specified in the applicable Final Terms). The payment of the unpaid amount may be automatically deferred and will become due and payable on the Extended Maturity Date if so specified in the relevant Final Terms, provided that the Final Redemption Amount unpaid on the Maturity Date may be paid by the Issuer on any Specified Interest Payment Date occurring thereafter up to and including the Extended Maturity Date.

Interest will continue to accrue on any unpaid amount during such extended period at the relevant applicable Rate of Interest and will be payable on each Specified Interest Payment Date and on the Extended Maturity Date, all as specified in the relevant Final Terms and in accordance with the applicable Conditions.

The extension of the maturity of the Notes from the Maturity Date to, at the latest, the Extended Maturity Date will not result in any right of the Noteholders to accelerate payments or take action against the Issuer and will result in a delay of payments of principal on the relevant Notes. As a result, investors may not be repaid in full at the Maturity Date but at the Extended Maturity Date and the liquidity and market value of the Notes between the Maturity Date and the Extended Maturity Date might be significantly affected.

In addition, there is no assurance that the situation of the Issuer will not change between the Maturity Date and the Extended Maturity Date and the provisions relating to interest payable after the Maturity Date of any such Notes may differ from that those relating to interest payable before such Maturity Date.

2. Risks related to all Series of Notes

Risks related to the resolution procedures under the European Bank Recovery and Resolution framework

As a specialised credit institution (*établissement de crédit spécialisé*) and a subsidiary of AXA Bank Belgium (i.e. a Belgian credit institution supervised by the European Central Bank), the Issuer is subject to the provisions of Directive 2014/59/EU of the European Parliament and of the Council of the European Union dated 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (the "**BRRD**").

The powers provided to the authority designated by each EU Member State (the "**Resolution Authority**") in the BRRD and Regulation (EU) No. 806/2014 of the European Parliament and of the Council of the European Union of 15 July 2014 (the "**SRM Regulation**") include write-down/conversion powers to ensure that capital instruments (including subordinated debt instruments) and eligible liabilities (including senior debt instruments if junior instruments prove insufficient to absorb all losses, and to a certain extent the Notes) absorb losses of the issuing institution under resolution in accordance with a set order of priority (the "**Bail-in Tool**"), all as described in "Overview of the legislation and regulations relating to *sociétés de crédit foncier* and other legal issues - Resolution procedures under the European Bank Recovery and Resolution framework".

With respect to the *obligations foncières* (such as the Notes), the BRRD provides that the Resolution Authority may not exercise the write-down or conversion powers in relation to secured liabilities including covered bonds and liabilities in the form of financial instruments used for hedging purposes which form an integral part of the cover pool and which according to national law are secured in a way similar to covered bonds, whether they are governed by the law of a Member State or of a third country. However, relevant claims for the purposes of the Bail-in Tool would still include the claims of the holders in respect of any Notes issued under the Programme, if and to the extent that the bond liability exceeded the value of the cover pool collateral against which it is secured. In such case and to such extent, the write-down or conversion requirements could result in the full (i.e., to zero) or partial write-down or conversion into ordinary shares or other instruments of ownership of the Notes, or the variation of the terms of Notes (for example, the maturity and/or interest payable may be altered and/or a temporary suspension of payments may be ordered). Also, the Resolution Authority would have broad powers to implement other resolution measures such as removing management, appointing an interim administrator, and discontinuing the listing and admission to trading of financial instruments.

In addition, following the publication on 7 June 2019 in the Official Journal of the EU of (i) the Directive (EU) 2019/879 of the European Parliament and of the Council dated 20 May 2019 amending the BRRD (the "**BRRD Revision**") as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms and Directive 98/26/EC and of (ii) the Regulation (EU) 2019/877 of the European Parliament and of the Council dated 20 May 2019 amending the Single Resolution Mechanism Regulation as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms, a comprehensive legislative package reducing risks in the banking sector and further reinforcing banks' ability to withstand potential shocks strengthens the banking union and reduces risks in the financial system since 28 December 2020. The BRRD Revision was

implemented in France by an ordinance (*Ordonnance n° 2020-1636 relative au régime de résolution dans le secteur bancaire*) dated 21 December 2020.

The application of any resolution measure under the French BRRD implementing provisions, or any suggestion of such application, with respect to the Issuer could materially adversely affect the rights of the Noteholders, the price or value of an investment in the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes, and as a result investors may lose their entire investment.

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

Risk related to French insolvency laws

Although the Issuer, as a *société de crédit foncier*, benefits from a regime which derogates in many ways from the French legal provisions relating to insolvency proceedings (see "Overview of the legislation and regulations relating to *sociétés de crédit foncier* and other legal issues"), it is, as a *société anonyme*, subject to French laws and proceedings affecting creditors (including conciliation proceedings (*procédure de conciliation*), safeguard proceedings (*procédure de sauvegarde*), accelerated financial safeguard proceedings (*procédure de sauvegarde financière accélérée*), accelerated safeguard proceedings (*procédure de sauvegarde accélérée*) and judicial reorganisation or liquidation proceedings (*procédure de redressement ou de liquidation judiciaires*).

Under French insolvency law, holders of debt securities issued by a French company (as the Issuer) are automatically grouped into a single assembly of holders (the "**Assembly**") in the event of the opening in France of safeguarding proceedings (*procédure de sauvegarde*), accelerated financial safeguarding proceedings (*procédure de sauvegarde financière accélérée*), accelerated safeguarding proceedings (*procédure de sauvegarde accélérée*) regarding, or a judicial restructuring (*procédure de redressement judiciaire*) of, the Issuer, in order to defend their common interests.

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

The Assembly deliberates on the draft safeguarding plan (*projet de plan de sauvegarde*), draft accelerated financial safeguarding plan (*projet de plan de sauvegarde financière accélérée*), draft accelerated safeguarding proceedings plan (*projet de plan de procédure de sauvegarde accélérée*), or draft restructuring plan (*projet de plan de redressement*) applicable to the Issuer, once and if the relevant creditors' committees have adopted the aforementioned draft, and may further agree to:

- increase the liabilities (charges) of holders of debt securities (including the Noteholders) by rescheduling due payments and/or writing-off receivables in the form of debt securities, partially or totally;

- establish an unequal treatment between holders of debt securities (including the Noteholders) as appropriate under the circumstances; and/or

- convert debt securities (including the Notes) into securities that give, or may give rights, to share capital.

Decisions of the Assembly will be taken by a two-third majority (calculated as a proportion of the debt securities held by the holders expressing a vote). No quorum is required to hold the Assembly.

The provisions relating to the representation of the Noteholders described in Condition 10 (*Representation of Noteholders*) of the Terms and Conditions of the Notes will not be applicable to the extent that they conflict with compulsory insolvency law provisions that apply in these circumstances.In addition, the procedures, as described above or as they may be amended, could have an adverse impact on holders of the Notes seeking repayment in the event that the Issuer is subject to French insolvency proceedings.

The commencement of insolvency proceedings against the Issuer would have a material adverse effect on the market value of Notes issued by the Issuer. Any decisions taken by the Assembly or a class of creditor, as the case may be, could negatively impact the Noteholders and cause them to lose all or part of their investment, should they not be able to recover amounts due to them from the Issuer.

In addition, the Issuer, as a specialised credit institution (*établissement de crédit spécialisé*), is also subject to the provisions of Articles L.613-25 *et seq*. of the French Monetary and Financial Code (*Code monétaire et financier*).

These provisions include *inter alia* specific rules on the opening of an insolvency proceeding against the Issuer, the involvement of the *Autorité de contrôle prudentiel et de résolution* in the event of insolvency of the Issuer, specific concepts of suspension of payment (*cessation des paiements*) for the Issuer and some specific rules of liquidation for the Issuer.

As a result of the legal framework of *sociétés de crédit foncier*, in the event of an insolvency proceeding in respect of the Issuer, the ability of Noteholders to enforce their rights under the Notes may be further limited.

Modification of the Conditions

Except as otherwise provided by the relevant Final Terms, holders of Notes will, in respect of all Tranches in any Series of Notes, be grouped automatically for the defence of their common interests in a *masse* which will act through a representative or, as applicable, through collective decisions of the Noteholders (the "**Collective Decisions**"). The Collective Decisions can be adopted either (i) in a general meeting of the Noteholders (the "**General Meeting**"), (ii) by unanimous consent of the Noteholders following a written consultation (the "**Written Unanimous Decision**") or (iii) by the consent of one or more Noteholders holding together at least 75 per cent. of the principal amount of the Notes outstanding, following a written consultation (the "**Written Majority Decision**"). The Terms and Conditions of the Notes permit in certain cases defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant General Meeting or who did not vote through the relevant Written Unanimous Decision or Written Majority Decision and Noteholders who voted in a manner contrary to the majority. If a decision is adopted by a majority of Noteholders and such decision was to impair or limit the rights of the Noteholders, this may have a negative impact on the market value of the Notes.

By exception to the above provisions, Condition 10(d)(iii) of the Terms and Conditions of the Notes provides that the provisions of Article L.228-65 I. 1° and 4° of the French *Code de commerce* (respectively providing for a prior approval of the General Meeting of the Noteholders of any change in corporate purpose or form of the Issuer or of an issue of bonds benefiting from a security (*sûreté réelle*)) and the related provisions of the French *Code de commerce* shall not apply to the Notes. As a result of these exclusions, the prior approval of the Noteholders will not have to be obtained on any such matters which may affect their interests generally.

Withholding Taxes - No gross-up obligation

If any law or any agreement entered into with the U.S. Internal Revenue Service (IRS) pursuant to to Foreign Account Tax Compliance Act ("**FATCA**") or an intergovernmental agreement implementing FATCA should require that any payments in respect of any Notes be subject to deduction or withholding in respect of any taxes or duties whatsoever, the Issuer will not pay any additional amounts in respect of any such deduction or withholding. Therefore, the corresponding risk will be borne by the Noteholders or, if applicable, the Receiptholders and the Couponholders.

In addition, if any law or any agreement entered into with the IRS pursuant to FATCA or an intergovernmental agreement implementing FATCA, or by reason of a Noteholder having some connection with France other than the mere holding of the Notes, should require that payments of principal or interest in respect of any Note be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, such Notes may not be redeemed early.

3. Risks related to the trading markets of the Notes

An active trading market for the Notes may not develop

Although it may be specified in the relevant Final Terms that particular series of Notes are expected to be admitted to trading on the Luxembourg Stock Exchange and/or any other Regulated Market in the EEA following the passporting of the Base Prospectus, there is no assurance that any particular Tranche of Notes will be so admitted or that an active trading market will develop. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited

secondary market and more price volatility than conventional debt securities. Illiquidity may have an adverse effect on the market value of Notes.

Noteholders may not be able to sell Notes readily or at prices that would enable Noteholders to realise their anticipated yield. This could have a material adverse impact on the Noteholders and, as a result, Noteholders could lose all or part of their investments in the Notes.

Market value of the Notes

The relevant Final Terms of a Tranche of Notes will specify the relevant stock exchange where the Notes will be admitted to trading. Application may be made to list and admit any Series of Notes issued hereunder to trading on the Luxembourg Stock Exchange and/or on any other Regulated Market or any other stock exchange, as the case may be, following the passporting of this Base Prospectus. Therefore, the market value of the Notes will be affected by the creditworthiness of the Issuer and a number of additional factors, including, but not limited to, the volatility of market interest and yield rates and the time remaining to the maturity date.

The value of the Notes also depends on a number of interrelated factors, including economic, financial and political events in France, in the United Kingdom (including Brexit) or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Notes are traded. The price at which a Noteholder will be able to sell the Notes prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such Noteholder and result in losing all or part of their investment in the Notes.

In addition, if an Extended Maturity Date is specified in the Final Terms and the Final Redemption Amount of the relevant Series is not paid by the Issuer on the Maturity Date, the payment of such Final Redemption Amount shall be automatically deferred and shall become due and payable on the Extended Maturity Date. In this scenario, Noteholders will be further exposed to market risks until the Extended Maturity Date. As a result, the situation of the Issuer might adversely change between the Maturity Date and the Extended Maturity Date and the market value of the Notes between the Maturity Date and the Extended Maturity Date might be significantly affected.

Exchange rate risks and exchange controls

The Programme allows for Notes to be issued in a range of currencies (the "**Specified Currency**") as defined in Condition 5(a) of the Terms and Conditions of the Notes). The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

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

DOCUMENTS INCORPORATED BY REFERENCE

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

- the Annual Report of the Issuer (in the French language) which contains the audited financial statements (including the cash flow statements) of the Issuer for the period from 1 January 2019 to 31 December 2019 and the auditors' report thereon (the "**2019 Annual Report**") (https://www.axabank.be/-/media/documents/axa-bank-europe/covered-bonds/annual-reports/scfannuelreport2019.pdf);

- the Annual Report of the Issuer (in the French language) which contains the audited financial statements (including the cash flow statements) of the Issuer for the period from 1 January 2018 to 31 December 2018 and the auditors' report thereon (the "**2018 Annual Report**") (https://www.axabank.be/-/media/documents/axa-bank-europe/covered-bonds/annual-reports/scfannuelreport2018.pdf);

- the half-year financial report (*rapport financier semestriel*) of the Issuer (in the French language) which contains the semi-annual accounts for the six (6) months period ended 30 June 2020 and the statutory auditors' limited review report on such semi-annual accounts (the "**2020 Half-Year Financial Report**") (https://www.axabank.be/-/media/documents/axa-bank-europe/covered-bonds/auditors-report-on-half-year-financial-information/half-year-financial-statement-202006.pdf?la=fr);

- the section "Terms and Conditions" of the base prospectus dated 3 March 2017 (the "**March 2017 Terms and Conditions**") (pages 68 to 91) (https://www.axabank.be/-/media/documents/axa-bank-europe/covered-bonds/20170306-abe-scf-base-prospectus-update-2017.pdf?la=fr);

- the section "Terms and Conditions" of the base prospectus dated 20 December 2017 (the "**December 2017 Terms and Conditions**") (pages 81 to 104) (https://www.axabank.be/-/media/documents/axa-bank-europe/covered-bonds/20171220baseprospectus.pdf?la=fr);

- the section "Terms and Conditions" of the base prospectus dated 18 December 2018 (the "**2018 Terms and Conditions**") (pages 82 to 108) (https://www.axabank.be/-/media/documents/axa-bank-europe/covered-bonds/20181218baseprospectus.pdf?la=fr); and

- the section "Terms and Conditions" of the base prospectus dated 8 January 2020 (the "**2020 Terms and Conditions**") (pages 40 to 75) (https://www.axabank.be/-/media/documents/axa-bank-europe/covered-bonds/20200108baseprospectus.pdf).

The documents listed above have been previously published, or are published simultaneously with, this Base Prospectus and have been filed with the CSSF.

Such documents shall be deemed to be incorporated by reference in and form part of this Base Prospectus, save that (i) any statement contained in a document which is incorporated by reference herein shall 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), and (ii) any statement contained in this Base Prospectus or in a section that is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of the Base Prospectus to the extent that a statement contained in any section which is subsequently incorporated by reference herein by way of a supplement prepared in accordance with Article 23 of the Prospectus Regulation modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus may be obtained from the offices of the Paying Agent(s) (as set out herein), on the website of the Issuer at (https://www.axabank.be/fr/a-propos-axa-banque/investor-relations-and-financial-information/covered-bonds) and will also be available on the website of the Luxembourg Stock Exchange (www.bourse.lu).

The information incorporated by reference in this Base Prospectus shall be read in connection with the cross reference list below. In accordance with Article 19 of the Prospectus Regulation, any information contained in any of the documents specified above which is not listed in the cross-reference list below is either not relevant to investors or is covered elsewhere in this Base Prospectus.

Other than in relation to the documents which are deemed to be incorporated by reference, the information on the websites to which this Base Prospectus refers are for information purposes only, do not form part of this Base Prospectus and have not been scrutinised or approved by the *Commission de surveillance du secteur financier*.

CROSS REFERENCE LIST

INFORMATION INCORPORATED BY REFERENCE (Annex 6 of the Commission Delegated Regulation (EU) 2019/980 supplementing the Prospectus Regulation)	REFERENCE
11. FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES	
Financial Statements for the period from 1 January 2019 to 31 December 2019	**pages 24 to 46 of the 2019 Annual Report**
- Balance Sheet (*Bilan*) relating to the above	Pages 24 to 25 of the 2019 Annual Report
- Income Statement (*Compte de résultat*) relating to the above	page 27 of the 2019 Annual Report
- Off-Balance Sheet (*Hors bilan*) relating to the above	page 26 of the 2019 Annual Report
- cash flow statements (*tableau de flux de trésorerie*)	page 46 of the 2019 Annual Report
- Notes relating to the above	pages from 28 to 46 of the 2019 Annual Report
- Auditors' report (*Rapport des commissaires aux comptes sur les comptes annuels*) relating to the above	pages 48 to 52 of the 2019 Annual Report
Financial Statements for the period from 1 January 2018 to 31 December 2018	**pages 16 to 65 of the 2018 Annual Report***
- Balance Sheet (*Bilan*) relating to the above	pages 16 to 17 of the 2018 Annual Report
- Income Statement (*Compte de résultat*) relating to the above	page 19 of the 2018 Annual Report
- Off-Balance Sheet (*Hors bilan*) relating to the above	page 18 of the 2018 Annual Report
- cash flow statements (*tableau de flux de trésorerie*)	pages 41 to 43 of the 2018 Annual Report
- Notes relating to the above	pages from 20 to 43 of the 2018 Annual Report
- Auditors' report (*Rapport des commissaires aux comptes sur les comptes annuels*) relating to the above	pages 57 to 65 of the 2018 Annual Report
Semi-annual accounts for the six (6) months period ended 30 June 2020	pages 12 to 33 of the 2020 Half-Year Financial Report
- Balance Sheet (*Bilan*) relating to the above	pages 12 and 13 of the 2020 Half-Year Financial Report
- Income Statement (*Compte de résultat*) relating to the above	page 15 of the 2020 Half-Year Financial Report
- Off-Balance Sheet (*Hors bilan*) relating to the above	page 14 of the 2020 Half-Year Financial Report
- cash flow statements (*tableau de flux de trésorerie*)	page 33 of the 2020 Half-Year Financial Report
- Notes relating to the above	pages from 16 to 33 of the 2020 Half-Year Financial Report
- Auditors' limited review report (*Rapport des commissaires aux comptes sur l'information financière semestrielle*) relating to the above	pages from 35 to 37 of the 2020 Half-Year Financial Report

*Page references relating to the 2018 Annual Report are to the PDF document number.

The March 2017 Terms and Conditions, the December 2017 Terms and Conditions, the 2018 Terms and Conditions and the 2020 Terms and Conditions are incorporated by reference in this Base Prospectus for the purpose only of further issues of Notes to be assimilated (*assimilées*) and form a single series with Notes already issued under the March 2017 Terms and Conditions, the December 2017 Terms and Conditions, the 2018 Terms

and Conditions and the 2020 Terms and Conditions.

Information incorporated by reference	Reference
March 2017 Terms and Conditions	Pages 68 to 91
December 2017 Terms and Conditions	Pages 81 to 104
2018 Terms and Conditions	Pages 82 to 108
2020 Terms and Conditions	Pages 40 to 75

Non-incorporated parts of the base prospectuses of the Issuer dated 3 March 2017, 20 December 2017, 18 December 2018 and 8 January 2020 do not form part of this Base Prospectus and are not relevant for investors.

SUPPLEMENT TO THE BASE PROSPECTUS

In connection with Notes admitted to trading on a Regulated Market, unless the Issuer does not intend to issue Notes under the Programme for the time being, if at any time during the duration of the Programme, there is any significant new factor, material mistake or inaccuracy relating to the information included in this Base Prospectus which is capable of affecting the assessment of any Notes, the Issuer shall prepare a supplement to the Base Prospectus in accordance with Article 23 of the Prospectus Regulation and Article 18 of Commission Delegated Regulation (EU) 2019/979 as amended or publish a replacement Base Prospectus for use in connection with any subsequent offering of the Notes, submit such supplement to the Base Prospectus or replacement Base Prospectus to the *Commission de Surveillance du Secteur Financier* in Luxembourg for approval and supply each Dealer, the Luxembourg Stock Exchange and the *Commission de Surveillance du Secteur Financier* in Luxembourg with such number of copies of such supplement to the Base Prospectus or replacement Base Prospectus, as may reasonably be requested.

In accordance with and pursuant to Article 23.2 of the Prospectus Regulation, where the Notes are offered to the public, investors who have already agreed to purchase or subscribe for Notes before any supplement is published have the right, exercisable within two (2) working days after the publication of such supplement, to withdraw their acceptance, provided that the significant new factor, material mistake or material inaccuracy referred to in Article 23.1 of the Prospectus Regulation arose or was noted before the closing of the offer period or the delivery of the Notes, whichever occurs first. The period may be extended by the Issuer. The final date of the right of withdrawal shall be stated in the supplement. On 12 February 2022, this Base Prospectus, as supplemented (as the case may be), will expire and the obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will no longer apply.

Any Supplement shall be (a) published on the websites of (i) the Luxembourg Stock Exchange (www.bourse.lu) and (ii) the Issuer (https://www.axabank.be/fr/a-propos-axa-banque/investor-relations-and-financial-information/covered-bonds) and (b) available for inspection and obtainable,upon request and free of charge, during usual business hours,on any weekday at the registered office of the Issuer.

TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions that, as completed in accordance with the provisions of the relevant Final Terms, shall be applicable to the Notes. In the case of Dematerialised Notes, the text of the terms and conditions will not be endorsed on physical documents of title but will be constituted by the following text as completed by the relevant Final Terms. In the case of Materialised Notes, either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms or (ii) these terms and conditions as so completed (in each case subject to simplification by the deletion of non-applicable provisions) shall be endorsed on Definitive Materialised Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Final Terms. References below to "**Conditions**" are, unless the context requires otherwise, to the numbered paragraphs below. References in the Conditions to "**Notes**" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.*

The *obligations foncières* (the "**Notes**") are issued by AXA Bank Europe SCF (the "**Issuer**") in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (or identical save as to the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche (including, without limitation, the aggregate nominal amount, issue price, redemption price thereof, and interest, if any, payable thereunder) will be determined by the Issuer and the relevant Dealer(s) at the time of the issue and will be set out in the final terms of such Tranche (the "**Final Terms**").

The Notes are issued with the benefit of an amended and restated agency agreement dated 12 February 2021 (the "**Agency Agreement**") between the Issuer, BNP Paribas Securities Services, as fiscal agent and principal paying agent and the other agents named therein. The fiscal agent, the paying agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the "**Fiscal Agent**", the "**Paying Agents**" (which expression shall include the Fiscal Agent) and the "**Calculation Agent(s)**". The holders of the interest coupons (the "**Coupons**") relating to interest bearing Materialised Notes and, where applicable in the case of such Notes, talons (the "**Talons**") for further Coupons and the holders of the receipts for the payment of instalments of principal (the "**Receipts**") relating to Materialised Notes of which the principal is redeemable in instalments are respectively referred to below as the "**Couponholders**" and the "**Receiptholders**".

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 2014/65/EU dated 15 May 2014, as amended from time to time, appearing on the list of regulated markets issued by the European Securities and Markets Authority.

1. Form, Denomination, Title and Redenomination

(a) Form

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

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

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

To the extent permitted by the applicable law, the Issuer may require from the central depositary the identification of the Noteholders, unless such right is expressly excluded in the relevant Final Terms.

For the purpose of these Conditions, "**Account Holder**" means any intermediary institution entitled to hold accounts, directly or indirectly, with Euroclear France, and includes Euroclear Bank SA/NV ("**Euroclear**") and the depositary bank for Clearstream Banking S.A. ("**Clearstream**").

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

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

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

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

(b) Denomination

Notes shall be issued in the specified denomination(s) set out in the relevant Final Terms (the "**Specified Denomination(s)**"), save that the minimum denomination of all Notes admitted to trading on a Regulated Market in circumstances which require the publication of a prospectus under Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**") will be of €1,000 (or its equivalent in any other currency at the issue date of such Notes) or such higher amount as may be allowed or required from time to time by the relevant monetary authority or any laws or regulations applicable to the relevant Specified Currency.

Dematerialised Notes shall be issued in one Specified Denomination only.

(c) Title

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

(ii) Title to Definitive Materialised Notes, including, where appropriate, Receipt(s), Coupons and/or a Talon attached, shall pass by delivery.

(iii) Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Note (as defined below), Coupon, Receipt or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the holder.

(iv) In these Conditions,

"**Noteholder**" or, as the case may be, "**holder of any Note**" means:

(i) in the case of Dematerialised Notes, the individual or entity whose name appears in the account of the relevant Account Holder, the Issuer or the Registration Agent (as the case may be) as being entitled to such Notes;

(ii) in the case of Definitive Materialised Notes, the bearer of any Definitive Materialised Note and the Coupons, Receipts or Talons relating to it; and

(iii) in the case of Materialised Notes in respect of which a Temporary Global Certificate has been issued and is outstanding, each person (other than a clearing institution) who appears as the holder of such Notes or of a particular nominal amount of interests in such Notes, in accordance with the applicable laws and regulations and with the applicable rules and procedure of any relevant clearing institution, including, without limitation, Euroclear France, Euroclear or Clearstream, as appropriate.

(d) Redenomination

(i) The Issuer may (if so specified in the relevant Final Terms), on any date, without the consent of the holder of any Note, Coupon, Receipt or Talon, by giving at least thirty (30) calendar days' notice in accordance with Condition 13 and on or after the date on which the European Member State in whose national currency the Notes are denominated has become a participating Member State in the single currency of the European Economic and Monetary Union (as provided in the Treaty establishing the European Community (the "**EC**", as amended from time to time (the "**Treaty**")) or events have occurred which have substantially the same effects (in either case, "**EMU**"), redenominate all, but not some only, of the Notes of any Series into Euro and adjust the aggregate principal amount and the Specified Denomination(s) set out in the relevant Final Terms accordingly, as described below. The date on which such redenomination becomes effective shall be referred to in these Conditions as the "**Redenomination Date**".

(ii) The redenomination of the Notes pursuant to Condition 1(d)(i) shall be made by converting the principal amount of each Note from the relevant national currency into Euro using the fixed relevant national currency Euro conversion rate established by the Council of the European Union pursuant to Article 123(4) of the Treaty and rounding the resulting figure to the nearest Euro 0.01 (with Euro 0.005 being rounded upwards). If the Issuer so elects, the figure resulting from conversion of the principal amount of each Note using the fixed relevant national currency Euro conversion rate shall be rounded down to the nearest Euro. The Euro denominations of the Notes so determined shall be notified to holders of Notes in accordance with Condition 13. Any balance remaining from the redenomination with a denomination higher than Euro 0.01 shall be paid by way of cash adjustment rounded to the nearest Euro 0.01 (with Euro 0.005 being rounded upwards). Such cash adjustment will be payable in Euro on the Redenomination Date in the manner notified to holders of Notes by the Issuer. For the avoidance of doubt, the minimum denomination of each redenominated Note shall not be less than €1,000.

(iii) Upon redenomination of the Notes, any reference hereon to the relevant national currency shall be construed as a reference to Euro.

(iv) The Issuer may, with the prior approval of the Fiscal Agent, in connection with any redenomination pursuant to this Condition or any consolidation pursuant to Condition 12, without the consent of the holder of any Note, Receipt, Coupon or Talon, make any changes or additions to these Conditions or Condition 12 (including, without limitation, any change to any applicable business day definition, business day convention, principal financial centre of the country of the Specified Currency, interest accrual basis or benchmark), taking into account market practice in respect of redenominated Euromarket debt obligations and which it believes are not prejudicial to the interests of such holders. Any such changes or additions shall, in the absence of manifest error, be binding on the holders of Notes, Receipts, Coupons and Talons and shall be notified to holders of Notes in accordance with Condition 13 as soon as practicable thereafter**.**

(v) Neither the Issuer nor any Paying Agent shall be liable to the holder of any Note, Receipt, Coupon or Talon or other person for any commissions, costs, losses or expenses in relation to or resulting from the credit or transfer of Euro or any currency conversion or rounding effected in connection therewith**.**

2. Conversions and Exchanges of Notes

(a) Dematerialised Notes

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

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

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

(b) Materialised Notes

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

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

3. Status

The principal and interest of the Notes and, where applicable, any Receipts and Coupons relating to them constitute direct, unconditional, unsubordinated 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 notes (including the Notes of all other Series) and other resources raised by the Issuer benefiting from the *privilège* (the "***Privilège***") created by Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*) as described in Condition 4.

4. *Privilège*

(a) The principal and interest of the Notes benefit from the *Privilège* (priority right of payment) created by Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*).

(b) Accordingly, notwithstanding any legal provisions to the contrary (including *L ivre VI* of the French Commercial Code *(Code de Commerce),* pursuant to Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*):

(i) all amounts payable to the Issuer in respect of loans or assimilated receivables, exposures and securities referred to in Articles L.513-3 to L.513-7 of the French Monetary and Financial Code (*Code monétaire et financier*) and forward financial instruments referred to in Article L.513-10 of the French Monetary and Financial Code (*Code monétaire et financier*) (in each case after any applicable set-off), 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* such as the Notes, and any other resources raised by the Issuer and benefiting from the *Privilège;* it should be noted that not only Notes benefit from the *Privilège*; other resources (such as loans) and forward financial instruments (*i.e*. derivative transactions) for hedging Notes and such other resources as well as some ancillary expenses and as the sums, if any, due under the contract provided for in Article L.513-15 of the French Monetary and Financial Code (*Code monétaire et financier*) may also benefit from the *Privilège*; and

(ii) in the event of conciliation (*conciliation*), safeguard (*sauvegarde*), judicial reorganisation (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire)* of the Issuer, all

amounts due regularly under *obligations foncières* such as the Notes, and any other resources benefiting from the *Privilège,* are paid on their contractual due date, and in priority to all other debts, whether or not preferred, including interest resulting from agreements whatever their duration; and

(iii) until all creditors (including the Noteholders) 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.

(c) The judicial liquidation (*liquidation judiciaire)* of the Issuer will not result in the acceleration of payment of *obligations foncières* such as the Notes.

5. Interest and other Calculations

(a) Definitions

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

"**Benchmark**" means the reference rate set out in the relevant Final Terms, which shall be either the Euro Interbank Offered Rate ("**EURIBOR**"), the London Interbank Offered Rate ("**LIBOR**"), the Sterling overnight index average ("**SONIA**"), the CMS Rate, €STR or any other reference rate.

"**Business Day**" means:

(i) in the case of Euro, a day on which the Trans European Automated Real Time Gross Settlement Express Transfer or any successor thereto (the "**TARGET 2 System**") is operating (a "**TARGET 2 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 additional business centre(s) specified in the relevant Final Terms (the "**Business Centre(s)**"), a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres so specified.

"**CMS Rate**" shall mean the applicable swap rate for swap transactions in the Reference Currency with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Relevant Screen Page as at the Specified Time on the Interest Determination Date in question, all as determined by the Calculation Agent.

"**CMS Reference Banks**" means (i) where the Reference Currency is Euro, the principal office of five leading swap dealers in the inter-bank market, (ii) where the Reference Currency is Sterling, the principal London office of five leading swap dealers in the London inter-bank market, (iii) where the Reference Currency is United States dollars, the principal New York City office of five leading swap dealers in the New York City inter-bank market, or (iv) in the case of any other Reference Currency, the principal Relevant Financial Centre office of five leading swap dealers in the Relevant Financial Centre inter-bank market, in each case selected by the Calculation Agent.

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

(i) if "**Actual/Actual**", "**Actual/Actual-ISDA**", "**Act/Act**", "**Act/Act-ISDA**" or "**Actual/365-FBF**" 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-FBF**" is specified in the relevant Final Terms, the fraction whose numerator is the actual number of days elapsed during such period and whose denominator is 365 (or 366 if 29 February falls within the Calculation Period). If the Calculation Period is of a duration of more than one (1) year, the basis shall be calculated as follows:

(x) the number of complete years shall be counted back from the last day of the Calculation Period;

(y) this number shall be increased by the fraction for the relevant period calculated as set out in the first paragraph of this definition;

(iii) if "**Actual/Actual-ICMA**" or "**Act/Act-ICMA**" is specified in the relevant Final Terms:

(A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

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

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

in each case where

"**Determination Period**" means the period from and including a Determination Date in any year to but excluding the next Determination Date, and

"**Determination Date**" means the date specified in the relevant Final Terms or, if none is so specified, the Interest Payment Date;

(iv) if "**Actual/365 (Fixed)**", "**Act/365 (Fixed)**", "**A/365 (Fixed)**" or "**A/365 F**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;

(v) if "**Actual/360**", "**Act/360**" or "**A/360**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;

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

$$\text{Day Count Fraction} = \frac{1}{360} \times [[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)]$$

where:
"Y1" is the year, expressed as a number, in which the first day of the Calculation Period falls;
"Y2" is the year, expressed as a number, in which the day immediately following the last day included the Calculation Period falls;
"M1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
"M2" is the calendar month, expressed as a number, in which the day immediately following the last day included the Calculation Period falls;
"D1" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and
"D2" is the calendar day, expressed as a number, immediately following the last day included the Calculation Period, unless such number would be 31 and D1 greater than 29, in which case D2 will be 30;

(vii) if "**30/360-FBF**" or "**Actual 30A/360 (American Bond Basis)**" is specified in the relevant Final Terms, in respect of each Calculation Period, the fraction whose denominator is 360 and whose numerator is the number of days calculated as for 30E/360-FBF, subject to the following exception:

where the last day of the Calculation Period is the 31st and the first day is neither the 30th nor the 31st, the last month of the Calculation Period shall be deemed to be a month of thirty-one (31) calendar days,

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

If dd2 = 31 and dd1 ≠ (30,31)

then:

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

or

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

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

$$\text{Day Count Fraction} = \frac{1}{360} \times [[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)]$$

where:
"Y1" is the year, expressed as a number, in which the first day of the Calculation Period falls;
"Y2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
"M1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
"M2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
"D1" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and
"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30.

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

if the last day of the Calculation Period is the last day of the month of February, the number of days elapsed during such month shall be the actual number of days,

where:

D1 (dd1, mm1, yy1) is the date of the beginning of the period
D2 (dd2, mm2, yy2) is the date of the end of the period

the fraction is:

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

(x) if "**30E/360-ISDA**" 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:

$$\text{Day Count Fraction} = \frac{1}{360} \times [[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)]$$

where:
"Y1" is the year, expressed as a number, in which the first day of the Calculation Period falls;
"Y2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
"M1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
"M2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
"D1" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and
"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date (or the Extended Maturity Date, if any) or (ii) such number would be 31, in which case D2 will be 30.

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

"**€STR**" has the meaning ascribed to it in Condition 5(c)(iii)(C)(4).

"**Euro Zone**" means the region comprised of member states of the European Union that have adopted or adopt the single currency in accordance with the Treaty.

"**FBF Definitions**" means the definitions set out in the 2013 FBF Master Agreement relating to transactions on forward financial instruments as supplemented by the Technical Schedules (*Additifs Techniques*), as supplemented or amended as at the Issue Date, as published by the *Fédération Bancaire Française* (together the "**FBF Master Agreement**"), a copy of which is available on the website of the *Fédération Bancaire Française* (www.fbf.fr).

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

"**Interest Amount**" means the amount of interest payable, and in the case of Fixed Rate Notes, means the Fixed Coupon Amount or Broken Amount, as specified in the relevant Final Terms, as the case may be.

"**Interest Commencement Date**" means the Issue Date or such other date as may be specified in the relevant Final Terms.

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Final Terms or, if none is so specified, (i) the day falling two (2) TARGET 2 Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is Euro or (ii) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (iii) the day falling two (2) Business Days in the city specified in the Final Terms for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor Euro.

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

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

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

"**ISDA Definitions**" means the 2006 ISDA Definitions, as supplemented or amended as at the date of issue of the first Tranche of the relevant Series, as published by the International Swaps and Derivatives

Association, Inc., a copy of which is available on the website of the International Swaps and Derivatives Association, Inc. (www.isda.org). Investors should consult the Issuer should they require a copy of the ISDA Definitions.

"**Margin**" means for an Interest Accrual Period with respect to any Floating Rate Note, the percentage or basis points for the applicable Interest Accrual Period, as indicated in the relevant Final Terms, it being specified that such margin may have a positive value, a negative value or equal zero.

"**Outstanding**" or "**outstanding**" means, in relation to Notes of any Series, all the Notes issued other than (a) those that have been redeemed in accordance with these Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued on such Notes to the date for such redemption and any interest payable after such date) have been duly paid as provided in these Conditions, (c) those which have become void or in respect of which claims have become prescribed, (d) those which have been purchased and cancelled as provided in these Conditions, (e) in the case of Definitive Materialised Notes (i) those mutilated or defaced Definitive Materialised Notes that have been surrendered in exchange for replacement Definitive Materialised Notes, (ii) (for the purpose only of determining how many such Definitive Materialised Notes are outstanding and without prejudice to their status for any other purpose) those Definitive Materialised Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Definitive Materialised Notes have been issued and (iii) any Temporary Global Certificate to the extent that it shall have been exchanged for one (1) or more Definitive Materialised Notes, pursuant to its provisions.

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

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

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

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

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

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

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

"**Relevant Swap Rate**" means:

(i) where the Reference Currency is Euro, the mid-market annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating euro interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/360 day count basis, is equivalent to EUR-EURIBOR-Reuters (as defined in the 2006 ISDA Definitions) as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes with a designated maturity determined by the Calculation Agent by reference to standard market practice and/or the ISDA Definitions;

(ii) where the Reference Currency is Sterling, the mid-market semi- annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the semi-annual fixed leg, calculated on an Actual/365 (Fixed) day count basis, of a fixed-for-floating Sterling interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/365 (Fixed) day count basis, is equivalent (A) if the Designated Maturity is greater than one year, to GBP-LIBOR- BBA (as defined in the ISDA Definitions) with a designated maturity of six months or (B) if the Designated Maturity is one year or less, to GBP-LIBOR-BBA with a designated maturity of three months;

(iii) where the Reference Currency is United States dollars, the mid- market semi-annual swap rate determined on the basis of the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating United States dollar interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to USD-LIBOR-BBA (as defined in the ISDA Definitions) with a designated maturity of three months; and

(iv) where the Reference Currency is any other currency, the mid-market swap rate as determined in accordance with the applicable Final Terms.

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

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

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

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

"**Specified Time**" means the time specified as such in the relevant Final Terms.

(b) Interest on Fixed Rate Notes

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

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

(c) Interest on Floating Rate Notes

(i) *Interest Payment Dates*: Each Floating Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrears (except as otherwise provided in the relevant Final Terms) on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(i). Such Interest Payment Date(s) is/are either shown in the relevant Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the relevant Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period shown in the relevant Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) *Business Day Convention*: If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the "**Floating Rate Business Day Convention**", such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the "**Following Business Day Convention**", such date shall be postponed to the next day that is a Business Day, (C) the "**Modified Following Business Day Convention**", such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the "**Preceding Business Day Convention**", such date shall be brought forward to the immediately preceding Business Day. Notwithstanding the foregoing, where the applicable Final Terms specify that the relevant Business Day Convention is to be applied on an "unadjusted" basis, the Interest Amount payable on any date shall not be affected by the application of that Business Day Convention.

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

(A) FBF Determination for Floating Rate Notes

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

(a) the Floating Rate is as specified in the relevant Final Terms; and

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

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

In the applicable Final Terms, when the paragraph "Floating Rate" specifies that the rate is determined by linear interpolation, in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation

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

(B) ISDA Determination for Floating Rate Notes

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

(a) the Floating Rate Option is as specified in the relevant Final Terms;

(b) the Designated Maturity is a period specified in the relevant Final Terms; and

(c) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified in the relevant Final Terms.

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

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

(C) Screen Rate Determination for Floating Rate Notes

(1) LIBOR or EURIBOR

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

(a) if the Primary Source for Floating Rate is a Page, subject as provided below, the Rate of Interest shall be:

(i) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity) or

(ii) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,

in each case appearing on such Page at the Relevant Time on the Interest Determination Date as disclosed in the relevant Final Terms, plus or minus (as indicated in the relevant Final Terms) the Margin (if any);

(b) if the Primary Source for the Floating Rate is Reference Banks or if sub-paragraph (a)(i) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (a)(ii) applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as

provided below, the Rate of Interest shall be the arithmetic mean of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent, plus or minus (as indicated in the relevant Final Terms) the Margin (if any); and

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

(2) SONIA

Where "Screen Rate Determination – SONIA" is specified in the applicable Final Terms as the manner in which a Rate of Interest or Rate is to be determined, such Rate of Interest or Rate, as the case may be, for each Interest Period will be calculated in accordance with the provisions below.

(a) Where the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily", the Rate of Interest or Rate, as the case may be, for each Interest Period will be the Compounded Daily SONIA plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent.

(b) Where the Calculation Method is specified in the applicable Final Terms as being "Weighted Average", the Rate of Interest or Rate, as the case may be, for each Interest Period will be the Weighted Average SONIA plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent, on the Interest Determination Date and the resulting percentage being rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

(c) The following definitions shall apply for the purpose of this Condition:

"**Compounded Daily SONIA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment in Sterling (with the daily Sterling overnight reference rate as the reference rate for the calculation of interest) calculated by the Calculation Agent, on the Interest Determination Date in accordance with the following formula:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\text{SONIA}_{i-\text{pLBD}}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where the resulting percentage will be rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

"**d**" means, in respect of an Interest Period, the number of calendar days in such Interest Period;

"**d_o**" means, in respect of an Interest Period, the number of London Business Days in the relevant Interest Period;

"**i**" means a series of whole numbers from one to do, each representing the relevant London Business Days in chronological order from (and including) the first London Business Day in the relevant Interest Period;

"**Lock-out Period**" means, in respect of an Interest Period, the period from (and including) the day following the Interest Determination Date to (but excluding) the Interest Period End Date falling at the end of such Interest Period;

"**London Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

"**Lookback Period**" or "**p**" means, in respect of an Interest Period where "Lag" is specified as the Observation Method in the applicable Final Terms, the number of London Business Days specified in the applicable Final Terms (or, if no such number is specified, five London Business Days);

"**ni**" means, in respect of a London Business Day i, the number of calendar days from (and including) such London Business Day i up to (but excluding) the following London Business Day;

"**Observation Lookback Period**" means, in respect of an Interest Period, the period from (and including) the date falling p London Business Days prior to the first day of the relevant Interest Period and ending on (but excluding) the date which is p London Business Days prior to the Interest Period End Date falling at the end of such Interest Period;

"**Reference Day**" means each London Business Day in the relevant Interest Period that is not a London Business Day falling in the Lockout Period;

"**SONIA i**" means, in respect of a London Business Day i:

(x) if "Lag" is specified as the Observation Method in the applicable Final Terms, the SONIA Rate in respect of pLBD in respect of such London Business Day i; or

(y) if "Lock-out" is specified as the Observation Method in the applicable Final Terms:

(1) in respect of any London Business Day i that is a Reference Day, the SONIA Rate in respect of the London Business Day immediately preceding such Reference Day; otherwise

(2) the SONIA Rate in respect of the London Business Day immediately preceding the Interest Determination Date for the relevant Interest Period;

"**SONIAi-pLBD**" means:

(x) if "Lag" is specified as the Observation Method in the applicable Final Terms, in respect of a London Business Day i, SONIA i in respect of the London Business Day falling p London Business Days prior to such London Business Day i ("**pLBD**"); or

(y) if "Lock-out" is specified as the Observation Method in the applicable Final Terms, in respect of a London Business Day i, SONIA i in respect of such London Business Day i.

"**SONIA Rate**" means, in respect of any London Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such London Business Day, as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Business Day immediately following such London Business Day; and

"**Weighted Average SONIA**" means:

(x) where "Lag" is specified as the Observation Method in the applicable Final Terms, the sum of the SONIA Rate in respect of each calendar day during the relevant Observation Lookback Period divided by the number of calendar days during such Observation Lookback Period. For these purposes, the SONIA Rate in respect of any calendar day which is not a London Business Day shall be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding such calendar day; or

(y) where "Lock-out" is specified as the Observation Method in the applicable Final Terms, the sum of the SONIA Rate in respect of each calendar day during the relevant Interest Period divided by the number of calendar days in the relevant Interest Period, provided that, for any calendar day of such Interest Period falling in the Lock-out Period for the relevant Interest Period, the SONIA Rate for such calendar day will be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding the first day of such Lock-out Period. For these purposes, the SONIA Rate in respect of any calendar day which is not a London Business Day shall, subject to the preceding proviso, be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding such calendar day.

(d) If, in respect of any London Business Day, the SONIA Rate is not available on the Relevant Screen Page (and has not otherwise been published by the relevant authorised distributors), such SONIA Rate shall be:

(x) (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at the close of business on the relevant London Business Day; plus (ii) the arithmetic mean of the spread of SONIA to the Bank Rate over the previous five days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or

(y) if such Bank Rate is not available, the SONIA Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the immediately preceding London Business Day on which the SONIA Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), and

(z) such rate shall be deemed to be the SONIA Rate for such London Business Day.

Notwithstanding the foregoing, in the event of the Bank of England publishing guidance as to (i) how the SONIA Rate is to be determined or (ii) any rate that is to replace the SONIA Rate, the Calculation Agent shall follow such guidance to determine the SONIA Rate for so long as the SONIA Rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest or Rate, as applicable, cannot be determined in accordance with the foregoing provisions in respect of an Interest Period, the Rate of Interest or Rate, as applicable, shall be (i) that determined as at the immediately preceding Interest Determination Date (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest relation to the immediately preceding Interest Period); or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest or Rate, as applicable, which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (subject to the application of the relevant Margin or Maximum Rate of Interest or Minimum Rate of Interest in respect of such Interest Period).

(3) CMS Rate:

Where "Screen Rate Determination – CMS Rate" is specified in the applicable 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 determined by the Calculation Agent by reference to the following formula:

CMS Rate + Margin

If the Relevant Screen Page is not available, the Calculation Agent shall request each of the CMS Reference Banks to provide the Calculation Agent with its quotation for the Relevant Swap Rate at approximately the Specified Time on the Interest Determination Date in question. If at least three of the CMS Reference Banks provide the Calculation Agent with such quotations, the CMS Rate for such Interest Accrual Period shall be the arithmetic mean of such quotations, eliminating

the highest quotation (or, in the event of equality, one of the highest and the lowest quotation (or, in the event of equality, one of the lowest).

If on any Interest Determination Date less than two or none of the CMS Reference Banks provides the Calculation Agent with such quotations as provided in the preceding paragraph, the CMS Rate shall be determined by the Calculation Agent on such commercial basis as considered appropriate by the Calculation Agent in its absolute discretion, in accordance with standard market practice.

(4) €STR

Where "Screen Rate Determination – €STR" is specified in the applicable Final Terms as the manner in which a Rate of Interest or Rate is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be the rate of return of a daily compound interest investment (with the daily euro short-term rate as the reference rate for the calculation of interest) plus or minus (as indicated in the applicable Final Terms) the Margin (if any) and will be calculated by the Calculation Agent on the relevant Interest Determination Date, in accordance with the following formula:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{€STR_{i\text{-}pTBD}\times n_i}{360}\right)-1\right]\times\frac{360}{d}$$

where the resulting percentage will be rounded (if necessary) to the fifth decimal place, with 0.00005 being rounded upwards.

If the €STR is not published, as specified above, on any particular TARGET 2 Business Day and no €STR Index Cessation Event (as defined below) has occurred, the €STR for such TARGET 2 Business Day shall be the rate equal to €STR in respect of the last TARGET 2 Business Day for which such rate was published on the Website of the European Central Bank.

If the €STR is not published, as specified above, on any particular TARGET 2 Business Day and both an €STR Index Cessation Event and an €STR Index Cessation Effective Date have occurred, the rate of €STR for each TARGET 2 Business Day in the relevant Observation Period on or after such €STR Index Cessation Effective Date will be determined as if references to €STR were references to the ECB Recommended Rate.

If no ECB Recommended Rate has been recommended before the end of the first TARGET 2 Business Day following the date on which the €STR Index Cessation Event occurs, then the rate of €STR for each TARGET 2 Business Day in the relevant Observation Period on or after the €STR Index Cessation Effective Date will be determined as if references to €STR were references to the Modified EDFR.

If an ECB Recommended Rate has been recommended and both an ECB Recommended Rate Index Cessation Event and an ECB Recommended Rate Index Cessation Effective Date subsequently occur, then the rate of €STR for each TARGET 2 Business Day in the relevant Observation Period occurring on or after that ECB Recommended Rate Index Cessation Effective Date will be determined as if references to €STR were references to the Modified EDFR.

Any substitution of the €STR, as specified above, will remain effective for the remaining term to maturity of the Notes.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent, but without prejudice to Condition 4.7, the Rate of Interest shall be that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest 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 Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period). If the provisions of this paragraph fail to provide a means of determining the Rate of Interest, Condition 5(c)(iii)(C)(5) below shall apply.

For the purpose of this Condition:

"**d**" is the number of calendar days in the relevant Interest Accrual Period;

"**d_o**" for any Interest Accrual Period, is the number of TARGET 2 Business Days in the relevant Interest Accrual Period;

"**ECB Recommended Rate**" means a rate (inclusive of any spreads or adjustments) recommended as the replacement for €STR by the European Central Bank (or any successor administrator of €STR) and/or by a committee officially endorsed or convened by the European Central Bank (or any successor administrator of €STR) for the purpose of recommending a replacement for €STR (which rate may be produced by the European Central Bank or another administrator), as determined by the Issuer and notified by the Issuer to the Calculation Agent;

"**ECB Recommended Rate Index Cessation Event**" means the occurrence of one or more of the following events, as determined by the Issuer and notified by the Issuer to the Calculation Agent:

a) a public statement or publication of information by or on behalf of the administrator of the ECB Recommended Rate announcing that it has ceased or will cease to provide the ECB Recommended Rate permanently or indefinitely, provided that, at the time of the statement or the publication, there is no successor administrator that will continue to provide the ECB Recommended Rate; or

b) a public statement or publication of information by the regulatory supervisor for the administrator of the ECB Recommended Rate, the central bank for the currency of the ECB Recommended Rate, an insolvency official with jurisdiction over the administrator of the ECB Recommended Rate, a resolution authority with jurisdiction over the administrator of the ECB Recommended Rate or a court or an entity with similar insolvency or resolution authority over the administrator of the ECB Recommended Rate, which states that the administrator of the ECB Recommended Rate has ceased or will cease to provide the ECB Recommended Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the ECB Recommended Rate;

"**ECB Recommended Rate Index Cessation Effective Date**" means, in respect of an ECB Recommended Rate Index Cessation Event, the first date on which the ECB Recommended Rate is no longer provided, as determined by the Issuer and notified by the Issuer to the Calculation Agent;

"**ECB €STR Guideline**" means the Guideline (EU) 2019/1265 of the European Central Bank of 10 July 2019 on the euro short-term rate (€STR) (ECB/2019/19), as amended from time to time;

"**EDFR**" means the Eurosystem Deposit Facility Rate, the rate on the deposit facility, which banks may use to make overnight deposits with the Eurosystem (comprising the European Central Bank and the national central banks of those countries that have adopted the Euro) as published on the Website of the European Central Bank;

"**EDFR Spread**" means:

a) if no ECB Recommended Rate is recommended before the end of the first TARGET 2 Business Day following the date on which the €STR Index Cessation Event occurs, the arithmetic mean of the daily difference between the €STR and the EDFR for each of the 30 TARGET 2 Business Days immediately preceding the date on which the €STR Index Cessation Event occurred; or

b) if an ECB Recommended Rate Index Cessation Event occurs, the arithmetic mean of the daily difference between the ECB Recommended Rate and the EDFR for each of the 30 TARGET 2 Business Days immediately preceding the date on which the ECB Recommended Rate Index Cessation Event occurred;

"**€STR**" means, in respect of any TARGET 2 Business Day, the interest rate representing the wholesale Euro unsecured overnight borrowing costs of banks located in the Euro area provided

by the European Central Bank as administrator of such rate (or any successor administrator) and published on the Website of the European Central Bank (as defined below) at or before 9:00 a.m. (Frankfurt time) (or, in case a revised euro short-term rate is published as provided in Article 4 subsection 3 of the ECB €STR Guideline at or before 11:00 a.m. (Frankfurt time), such revised interest rate) on the TARGET 2 Business Day immediately following such TARGET 2 Business Day;

"**€STR$_{i-pTBD}$**" means, in respect of any TARGET 2 Business Day falling in the relevant Observation Period, the €STR for the TARGET 2 Business Day falling "p" TARGET 2 Business Days prior to the relevant TARGET 2 Business Day "i";

"**€STR Index Cessation Event**" means the occurrence of one or more of the following events, as determined by the Issuer and notified by the Issuer to the Calculation Agent:

a) a public statement or publication of information by or on behalf of the European Central Bank (or any successor administrator of €STR) announcing that it has ceased or will cease to provide €STR permanently or indefinitely, provided that, at the time of the statement or the publication, there is no successor administrator that will continue to provide €STR; or

b) a public statement or publication of information by the regulatory supervisor for the administrator of €STR, the central bank for the currency of €STR, an insolvency official with jurisdiction over the administrator of €STR, a resolution authority with jurisdiction over the administrator of €STR or a court or an entity with similar insolvency or resolution authority over the administrator of €STR, which states that the administrator of €STR has ceased or will cease to provide €STR permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide €STR;

"**€STR Index Cessation Effective Date**" means, in respect of an €STR Index Cessation Event, the first date on which €STR is no longer provided by the European Central Bank (or any successor administrator of €STR), as determined by the Issuer and notified by the Issuer to the Calculation Agent;

"**€STR Observation Look-Back Period**" is as specified in the applicable Final Terms;

"**i**" is a series of whole numbers from one to d_o, each representing the relevant TARGET 2 Business Day in chronological order from, and including, the first TARGET 2 Business Day in the relevant Interest Accrual Period, to, but excluding, the Interest Payment Date corresponding to such Interest Accrual Period;

"**Modified EDFR**" means a reference rate equal to the EDFR plus the EDFR Spread;

"**n_i**" for any TARGET 2 Business Day "i" is the number of calendar days from, and including, the relevant TARGET 2 Business Day "i" up to, but excluding, the immediately following TARGET 2 Business Day in the relevant Interest Accrual Period;

"**Observation Period**" means in respect of any Interest Accrual Period, the period from and including the date falling "p" TARGET 2 Business Days prior to the first day of the relevant Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) and ending on, but excluding, the date falling "p" TARGET 2 Business Day prior to the Interest Payment Date of such Interest Accrual Period (or the date falling "p" TARGET 2 Business Day prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" means in relation to any Interest Accrual Period, the number of TARGET 2 Business Days included in the €STR Observation Look-Back Period; and

"**Website of the European Central Bank**" means the website of the European Central Bank currently at https://www.ecb.europa.eu/home/html/index.en.html or any successor source officially designated by the European Central Bank.

(5) Benchmark discontinuation

Notwithstanding paragraphs (1) to (4) above, if a Benchmark Event occurs in relation to an Original Reference Rate at any time when the Conditions of any Notes provide for any rate of interest (or any component part thereof) to be determined by reference to such Original Reference Rate, then the following provisions shall apply and prevail over the other fallbacks specified in Conditions 5(c)(iii)(C)(1), 5(c)(iii)(C)(2), 5(c)(iii)(C)(3) 5(c)(iii)(C)(4):

(1) Independent Adviser

The Issuer shall use reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5(c)(iii)(C)(5)(2)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 5(c)(iii)(C)(5)(3)) and any Benchmark Amendments (in accordance with Condition 5(c)(iii)(C)(5)(4).

An Independent Adviser appointed pursuant to this Condition 5(c)(iii)(C)(5) shall act in good faith as an expert and (in the absence of manifest error or fraud) shall have no liability whatsoever to the Issuer, the Fiscal Agent, the Paying Agents, the Calculation Agent or any other party responsible for determining the Rate of Interest specified in the applicable Final Terms, or the Noteholders for any determination made by it pursuant to this Condition 5(c)(iii)(C)(5).

(2) Successor Rate or Alternative Rate

If the Independent Adviser determines in good faith that:

(I) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5(c)(iii)(C)(5)(3) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 5(c)(iii)(C)(5); or

(II) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5(c)(iii)(C)(5)(3)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 5(c)(iii)(C)(5)).

(3) Adjustment Spread

If the Independent Adviser determines in good faith (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or a relevant component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

(4) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5(c)(iii)(C)(5) and the Independent Adviser determines in good faith (A) that amendments to the Terms and Conditions of the Notes (including, without limitation, amendments to the definitions of Day Count Fraction, Business Days or Relevant Screen Page) are strictly necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(c)(iii)(C)(5)(5), without any requirement for the consent or approval of Noteholders, vary the Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 5(c)(iii)(C)(5)(4), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(5) Notices, etc.

The Issuer shall, after receiving such information from the Independent Adviser, notify the Fiscal Agent, the Calculation Agent, the Paying Agents, the Representative (if any) and, in accordance with Condition 13, the Noteholders, promptly of any Successor Rate, Alternative Rate, Adjustment Spread and of the specific terms of any Benchmark Amendments, determined under this Condition 5(c)(iii)(C)(5). Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(6) Fallbacks

If, following the occurrence of a Benchmark Event and in relation to the determination of the Rate of Interest on the immediately following Interest Determination Date, no Independent Adviser has been appointed or no Successor Rate or Alternative Rate (as applicable) is determined pursuant to this provision, the Original Reference Rate will continue to apply for the purpose of determining such Rate of Interest on such Interest Determination Date, with the effect that the fallback provisions provided in Conditions 5(c)(iii)(C)(1), 5(c)(iii)(C)(2), 5(c)(iii)(C)(3) and 5(c)(iii)(C)(4) will continue to apply to such determination, provided that such fallbacks may in certain circumstances, lead to apply the Rate of Interest determined as at the last preceding Interest Determination Date.

In such circumstances, the Issuer will be entitled (but not obliged), at any time thereafter, to elect to re-apply the provisions of this Condition 5(c)(iii)(C)(5), mutatis mutandis, on one or more occasions until a Successor Rate or Alternative Rate (and, if applicable, any associated Adjustment Spread and/or Benchmark Amendments) has been determined and notified in accordance with this Condition 5(c)(iii)(C)(5) (and, until such determination and notification (if any), the fallback provisions provided elsewhere in these Terms and Conditions, that is, for the avoidance of doubt, the fallbacks specified in Conditions 5(c)(iii)(C)(1), 5(c)(iii)(C)(2), 5(c)(iii)(C)(3) and 5(c)(iii)(C)(4) will continue to apply).

(7) Definitions

In this Condition 5(c)(iii)(C)(5):

"**Adjustment Spread**" means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines and which is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

a) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body;
b) in the case of an Alternative Rate (or in the case of a Successor Rate where (a) above does not apply), is in customary market usage in the international debt capital market for transactions which reference the Original Reference Rate, where such rate has been replaced by the Alternative Rate (or, as the case may be, the Successor Rate); or
c) if no such recommendation or option has been made (or made available), or the Independent Adviser determines there is no such spread, formula or methodology in customary market usage, the Independent Adviser, acting in good faith, determines to be appropriate.

"**Alternative Rate**" means, in the absence of Successor Rate, an alternative benchmark or screen rate which the Independent Adviser determines in accordance with this Condition 5(c)(iii)(C)(5) and which is customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a commensurate interest period (if there is such a customary market usage at such time) and in the same Specified Currency as the Notes.

"**Benchmark Event**" means, with respect to an Original Reference Rate:

a) the Original Reference Rate ceasing to exist or be published;
b) the later of (i) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (ii) the date falling six (6) months prior to the specified date referred to in (b)(i);
c) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued;
d) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (ii) the date falling six (6) months prior to the specified date referred to in (d)(i);
e) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six (6) months;
f) it has or will prior to the next Interest Determination Date, become unlawful for the Issuer, the party responsible for determining the Rate of Interest (being the Calculation Agent or such other party specified in the applicable Final Terms, as applicable), or any Paying Agent to calculate any payments due to be made to any Noteholder using the Original Reference Rate (including, without limitation, under Regulation (EU) 2016/1011 as amended (the "**Benchmarks Regulation**"), if applicable);
g) that a decision to withdraw the authorisation or registration pursuant to Article 35 of the Benchmarks Regulation of any benchmark administrator previously authorised to publish such Original Reference Rate has been adopted; or
h) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, such Original Reference Rate is no longer representative of an underlying market or its methodology has materially changed.

"**Independent Adviser**" means an independent financial institution of international repute or an independent adviser of recognised standing with appropriate expertise, at all times acting in good faith and in a commercially reasonable manner, appointed by the Issuer at its own expense under Condition 5(c)(iii)(C)(5)(1).

"**Original Reference Rate**" means the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) on the Notes.

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (ii) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (iii) a group of the

aforementioned central banks or other supervisory authorities or (iv) the Financial Stability Board or any part thereof.

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body. If, following a Benchmark Event, more than one successor or replacement rates are recommended by any Relevant Nominating Body, the Independent Adviser will determine, among those successor or replacement rates, the one which is the most appropriate, taking into consideration, without limitation, the particular features of the relevant Notes.

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

(E) Minimum Rate of Interest for Floating Rate Notes: Unless otherwise specified in the Final Terms, the "Minimum Rate of Interest", being the relevant rate of interest plus any relevant margin, shall be deemed to be zero.

(d) Zero Coupon Notes

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date (or the Extended Maturity Date, if any) pursuant to an Issuer's Option or, if so specified in the relevant Final Terms, pursuant to Condition 6(e) or otherwise and is not paid when due, the amount due and payable prior to the Maturity Date (or the Extended Maturity Date, if any) shall be the Early Redemption Amount. As from the Maturity Date (or the Extended Maturity Date, if any), the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(e)).

(e) Fixed/Floating Rate Notes

If Fixed/Floating Rate Notes provisions are specified to be applicable in the relevant Final Terms, the Notes may bear interest at a rate that:

(i) the Issuer may elect to convert on the date set out in the Final Terms (the "**Switch Date**") from a Fixed Rate to Floating Rate, or from a Floating Rate to a Fixed Rate. The Issuer election to change of interest basis (the "**Issuer Change of Interest Basis**") should be deemed effective after a valid notification sent by the Issuer to the relevant Noteholders in accordance with Condition 13 within the period specified in the relevant Final Terms; or

(ii) will automatically change from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate (the "**Automatic Change of Interest Basis**") at the date(s) set out in the Final Terms (the "**Automatic Switch Date**").

(f) Inverse Floating Rate Notes

If Inverse Floating Rate Notes provisions are specified to be applicable in the relevant Final Terms, the Notes may bear interest at a Fixed Rate (as determined in Condition 5(b) minus a Floating Rate as determined in Condition 5(c), as specified in the relevant Final Terms.

(g) Accrual of interest

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

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

(a) 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 to the Rates of Interest for the specified Interest Accrual Periods in the case of (y), calculated in accordance with Condition 5(c) above by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin, subject always to the next paragraph.

(b) 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. In no event shall the amount of interest (including, for the avoidance of doubt, any applicable Margin) be less than zero.

(c) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (w) if FBF Determination is specified in the relevant Final Terms, all percentages resulting from such calculations shall be rounded, if necessary, to the nearest ten-thousandth of a percentage point (with halves being rounded up), (x) otherwise all percentages resulting from such calculations shall be rounded, if necessary, to the nearest fifth decimal (with halves being rounded up), (y) all figures shall be rounded to seven 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 of such currency.

(i) Calculations

The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Note by the Day Count Fraction, unless an Interest Amount is specified in respect of such period, in which case the amount of interest payable in respect of such Note for such period shall equal such Interest Amount. 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, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts

The Calculation Agent, as soon as practicable on such date as it may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts in respect of each Specified Denomination of the Notes for the relevant Interest Accrual Period, shall calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the holders of Notes, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are admitted to trading on a Regulated Market and the rules of such Regulated Market so require, such Regulated Market as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such Regulated Market of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(c)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. 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 and Reference Banks

The Issuer shall procure that there shall at all times be four Reference Banks (or such other number as may be required) with offices in the Relevant Financial Centre and one or more Calculation Agents if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding (as defined above). If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Issuer shall appoint another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Period or Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer will appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal Paris or Luxembourg office, as appropriate, or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid. As long as the Notes are admitted to trading on a Regulated Market and the rules of, or applicable to, that Regulated Market so require, notice of any change of Calculation Agent shall be given in accordance with Condition 13.

6. Redemption, Purchase and Options

(a) Final Redemption

Unless previously redeemed, purchased and cancelled as provided below or its maturity is extended pursuant to any option provided by the relevant Final Terms in accordance with the paragraph below and/or including the Call Option in accordance with Condition 6(c), each Note shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its principal amount or such higher amount as may be specified in the relevant Final Terms (the "**Final Redemption Amount**") or, in the case of a Note falling within Condition 6(b) below, its final Instalment Amount.

An extended final maturity date (the "**Extended Maturity Date**") may be specified in the Final Terms of a Tranche of Notes (the "**Extendible Notes**"). If an Extended Maturity Date is specified in the Final Terms of any Tranche of Notes and the Final Redemption Amount is not paid by the Issuer on the Maturity Date specified in the relevant Final Terms, such payment of unpaid amount will be automatically deferred and shall be due and payable on the Extended Maturity Date, provided that the Final Redemption Amount unpaid on the Maturity Date may be paid by the Issuer on any Specified Interest Payment Date occurring thereafter up to and including the Extended Maturity Date. Interest from (and including) the Maturity Date and up to (and excluding) the Extended Maturity Date, as specified in the applicable Final Terms, will accrue on any unpaid principal amount during such extended period and be payable on each Specified Interest Payment Date and on the Extended Maturity Date (if not earlier redeemed on an Specified Interest Payment Date) in accordance with these Conditions and the Final Terms of such Tranche of Extendible Notes.

(b) Redemption by Instalments

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

(c) Redemption at the Option of the Issuer, Exercise of Issuer's Options and Partial Redemption

If a Call Option is specified in the relevant Final Terms, the Issuer may, subject to compliance by the Issuer with all the relevant laws, regulations and directives and upon giving not less than fifteen (15) nor more than thirty (30) calendar days' irrevocable notice in accordance with Condition 13 to the holders of Notes (or such other notice period as may be specified in the relevant Final Terms) redeem in relation to all or, if so provided, some of the Notes on any Optional Redemption Date or Option Exercise Date (as specified in the Final Terms), as the case may be. Any such redemption of Notes shall be, in respect of any Note, its principal amount or such higher amount as may be specified in, or determined in accordance with the relevant Final Terms (the "**Optional Redemption Amount**") together with interest accrued to the date fixed for redemption, if any. Any such redemption must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed as specified in the relevant Final Terms and no greater than the Maximum Redemption Amount to be redeemed as specified in the relevant Final Terms.

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

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

In the case of a partial redemption of or a partial exercise of an Issuer's option in respect of Dematerialised Notes, the redemption shall be effected by reducing the nominal amount of all such Dematerialised Notes in a Series in proportion to the aggregate nominal amount redeemed, subject to compliance with any other applicable laws and Regulated Market requirements.

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

(d) Redemption at the Option of Noteholders

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

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

(e) Early Redemption

(i) Zero Coupon Notes

(A) The Early Redemption Amount payable in respect of any Zero Coupon Note, upon redemption of such Note pursuant to Condition 6(j) shall be the Amortised Nominal Amount (calculated as provided below) of such Note.

(B) Subject to the provisions of sub-paragraph (C) below, the Amortised Nominal Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date (or the Extended Maturity Date, if any) discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown in the relevant Final Terms, shall be such rate as would produce an Amortised Nominal Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

(C) If the Amortised Nominal Amount payable in respect of any such Note upon its redemption pursuant to Condition 6 (j) is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Nominal Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable was the Relevant Date. The calculation of the Amortised Nominal Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgement) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date (or the Extended Maturity Date, if any), in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date (or the Extended Maturity Date, if any) together with any interest that may accrue in accordance with Condition 5(d).

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

(ii) Other Notes

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

(f) No Redemption for Taxation Reasons

If any law or any agreement entered into with the U.S. Internal Revenue Service (IRS) pursuant to Foreign Account Tax Compliance Act ("**FATCA**") or an intergovernmental agreement implementing FATCA, or by reason of a Noteholder having some connection with France other than the mere holding of the Notes, should require that payments of principal or interest in respect of any Note be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, such Notes may not be redeemed early.

(g) Purchases

The Issuer shall have the right at all times to purchase Notes (provided that, in the case of Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise (including by tender offer) at any price, subject to the applicable laws and/or regulations, and, in particular, to Condition 6 (h) below.

Notes so purchased by the Issuer may be held in accordance with applicable laws and regulations, or cancelled in accordance with Condition 6 (i) below.

(h) Subscription by the Issuer of Notes as collateral with the *Banque de France*

Pursuant to Article L.513-26 of the French Monetary and Financial Code (*Code monétaire et financier*), the Issuer as *société de crédit foncier* may subscribe to its own Notes for the sole purpose of granting them as collateral for the credit operations of the *Banque de France* in accordance with the procedures and conditions laid out by it for its monetary policy and intraday credit operations in the event that the Issuer

cannot meet its liquidity needs from any other sources. The Notes thus subscribed by the Issuer must meet the following conditions:

- their outstanding principal amount does not exceed 10 per cent. of the outstanding principal amount of any liabilities of the Issuer benefiting from the *Privilège* on the date of their subscription;

- they are deprived of the rights provided for under Articles L.228-46 to L.228-89 of the French Commercial Code (*Code de commerce*) for so long as they are held by the Issuer;

- they are granted as collateral to the *Banque de France* within an 8-day period starting from their settlement date (otherwise, they shall be cancelled by the Issuer at the end of such 8-day period); and

- they cannot be subscribed by a third party.

In any case, any such Notes subscribed by the Issuer shall be cancelled within an 8-day period starting from the date they are no longer granted as collateral with the *Banque de France*.

The specific controller of the Issuer must certify that these conditions are met in a report delivered to the *Autorité de contrôle prudentiel et de résolution*.

(i) Cancellation

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

(j) Illegality

If, by reason of any change in French law, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, it would become unlawful for the Issuer to perform or comply with one or more of its obligations under the Notes, the Issuer will, subject to having given not more than forty-five (45) nor less than thirty (30) calendar days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 13, redeem all, but not some only, of the Notes at their Early Redemption Amount together with any interest accrued to the date set for redemption.

7. Payments and Talons

(a) Dematerialised Notes

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

(b) Definitive Materialised Notes

(i) Method of payment

Subject as provided below, payments in a Specified Currency will be made by credit or transfer to an account denominated in the relevant Specified Currency, or to which the Specified Currency may be credited or transferred (which, in the case of a payment in Japanese yen to a non-resident of Japan,

shall be a non-resident account) maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is euro, shall be any country in the Euro-zone).

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

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

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

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

Fixed Rate Notes in definitive form should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten (10) years after the Relevant Date in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9) or, if later, five (5) years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

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

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

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

(c) Payments in the United States

Notwithstanding the foregoing, if any Materialised Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of

the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) Payments subject to Fiscal Laws

All payments are subject in all cases to (i) any applicable fiscal or other laws, regulations and directives in the place of payment but without prejudice to Condition 8 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the holders of Notes or Couponholders in respect of such payments.

(e) Appointment of Agents

The Fiscal Agent, the Paying Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed at the end of the Base Prospectus relating to the Programme of the Notes of the Issuer. The Fiscal Agent, the Paying Agents and the Registration Agent act solely as agents of the Issuer and the Calculation Agent(s) act(s) as independent experts(s) and, in each case such, do not assume any obligation or relationship of agency for any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, Registration Agent or Calculation Agent and to appoint other Fiscal Agent, Paying Agent(s), Registration Agent(s) or Calculation Agent(s) or additional Paying Agent(s), Registration Agent(s) or Calculation Agent(s), provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) Paying Agents having specified offices in at least two major European cities and ensuring the financial services of the Notes in Luxembourg so long as the Notes are listed on the Official List of the Luxembourg Stock Exchange and admitted to trading on the Regulated Market of the Luxembourg Stock Exchange and, so long as the Notes are admitted to trading on any other Regulated Market, in such other city where the Notes are admitted to trading, (iv) in the case of Dematerialised Notes in fully registered form, a Registration Agent and (v) such other agents as may be required by the rules of any other Regulated Market on which the Notes may be admitted to trading.

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

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

(f) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Materialised Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).

(g) Business Days for Payment

If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day (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 Notes, on which Euroclear France is open for business or (ii) in the case of Materialised Notes, on which banks and foreign exchange markets are open for business in the relevant place of presentation, (B) in such jurisdictions as shall be specified as "**Financial Centre(s)**" in the relevant Final Terms and (C) (i) in the case of a payment in a currency other than Euro, where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or (ii) in the case of a payment in Euro, which is a TARGET 2 Business Day.

(h) Bank

For the purpose of this Condition 7, "**Bank**" means a bank in the principal financial centre of the relevant currency or, in the case of Euro, in a city in which banks have access to the TARGET 2 System.

8. Taxation

(a) Withholding Tax

All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes, Receipts and Coupons 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 any jurisdiction or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

(b) No Additional Amounts

If any law or any agreement entered into with the U.S. Internal Revenue Service (IRS) pursuant to FATCA or an intergovernmental agreement implementing FATCA, or by reason of a Noteholder having some connection with France other than the mere holding of the Notes, should require that payments of principal or interest in respect of any Note or any Receipt or Coupon relating thereto, be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever, the Issuer will not be required to pay any additional amounts in respect of any such withholding or deduction.

9. Prescription

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

10. Representation of Noteholders

The Noteholders will, in respect of all Tranches of the relevant Series, be grouped automatically for the defence of their common interests in a masse (the "**Masse**") which will be governed by the provisions of Articles L.228-46 *et seq*. of the French Commercial Code (*Code de Commerce*) as supplemented by this Condition 10.

(a) Legal Personality

The Masse will be a separate legal entity and will act in part through a representative (the "**Representative**") and in part through collective decisions of the Noteholders (the "**Collective Decisions**").

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

(b) Representative

The names and addresses of the Representative and its alternate (if any), will be set out in the relevant Final Terms.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the relevant Final Terms. No additional remuneration is payable in relation to any subsequent Tranche of any given Series.

In the event of death, liquidation, retirement, resignation or revocation of appointment of the Representative, such Representative will be replaced by its alternate, if any. Another Representative may be appointed.

All interested parties will at all times have the right to obtain the names and addresses of the Representative and the alternate Representative (if any) at the head office of the Issuer.

(c) Powers of the Representative

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

All legal proceedings against the Noteholders or initiated by them, must be brought by or against the Representative except that, should safeguard procedure (*procédure de sauvegarde*), judicial reorganisation (*redressement judiciaire*) or judicial liquidation (*liquidation judiciaire*) proceedings be commenced against the Issuer, the specific controller would file the proof of debt of all creditors (including the Noteholders) of the Issuer benefiting from the *Privilège*.

(d) Collective Decisions

Collective Decisions are adopted either (i) in a general meeting (the "**General Meeting**"), (ii) by unanimous consent of the Noteholders following a written consultation (the "**Written Unanimous Decision**") or (iii) by the consent of one or more Noteholders holding together at least 75 per cent. of the principal amount of the Notes outstanding, following a written consultation (the "**Written Majority Decision**").

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

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

(i) General Meetings

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

General Meetings may deliberate validly on first convocation only if the Noteholders present or represented hold at least one-fifth (1/5) of the principal amount of the Notes then outstanding. On second convocation, no quorum shall be required. The decisions of the General Meeting shall be taken by a two-third (2/3) majority of votes held by the Noteholders attending such General Meeting or represented thereat, except when the General Meeting deliberates on any proposal for a merger or demerger of the Issuer in the circumstances provided for under Articles L.236-13 and L.236-18 of the French Commercial Code *(Code de Commerce)*, in which case the decision will be taken by a simple majority of votes held by the Noteholders attending such General Meeting or represented thereat.

Notice of the date, time, place and agenda of any General Meeting will be published in accordance with Condition 10(h) not less than fifteen (15) calendar days prior to the date of the General Meeting on first convocation and not less than five (5) calendar days prior to the date of the General Meeting on second convocation.

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

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

(ii) Written Decision

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

(a) Written Unanimous Decision

Written Unanimous Decisions shall be signed by or on behalf of all the Noteholders without having to comply with formalities and time limits referred to in Condition 10(d)(i). Approval of a Written Unanimous Decision may also be given by way of electronic communication allowing the identification of Noteholders in accordance with Article L.228-46-1 of the French Commercial Code ("**Electronic Consent**"). Any such decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting of such Noteholders. Such Written Unanimous Decision may be contained in one document, or in several documents in like form each signed by or on behalf of one or more of such Noteholders, and shall be published in accordance with Condition 10(h).

(b) Written Majority Decision

Notices seeking the approval of a Written Majority Decision will be published as provided under Condition 10(h) no less than 15 calendar days prior to the date fixed for the passing of such Written Majority Decision (the "**Written Majority Decision Date**"). Notices seeking the approval of a Written Majority Decision will contain the conditions of form and time limits to be complied with by the Noteholders who wish to express their approval or rejection of such proposed Written Majority Decision. Noteholders expressing their approval or rejection before the Written Majority Decision Date will undertake not to dispose of their Notes until after the Written Majority Decision Date.

Written Majority Decisions shall be signed by one or more Noteholders holding together at least 75 per cent. of the principal amount of the Notes outstanding without having to comply with formalities and time limits referred to in Condition 10(d)(i). Approval of a Written Majority Decision may also be given by Electronic Consent. Such Written Majority Decisions may be contained in one document, or in several documents in like form each signed by or on one behalf of one or more of the Noteholders, and shall be published in accordance with Condition 10(h).

*(iii) Exclusion of certain provisions of the French Commercial Code (*Code de Commerce*)*

The provisions of Article L.228-65 I. 1° and 4° of the French Commercial Code *(Code de Commerce)* and the related provisions of the French Commercial Code *(Code de Commerce)* shall not apply to the Notes.

(e) Expenses

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

(f) Single *Masse*

The holders of Notes of the same Series, and the holders of Notes of any other Series which have been assimilated with the Notes of such first mentioned Series in accordance with Condition 12, shall, for the defence of their respective common interests, be grouped in a single Masse. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single Masse of all subsequent Tranches in such Series.

(g) Sole Noteholder

If and for so long as the Notes are held by a sole Noteholder, such Noteholder shall exercise all powers, rights and obligations entrusted to the Noteholders acting through Collective Decisions by the provisions of the French Commercial Code *(Code de Commerce)*.

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

(h) Notices to Noteholders

Any notice to be given to Noteholders in accordance with this Condition 10 shall be given in accordance with Condition 13.

(i) Full Masse

For Notes issued with a denomination of less than €100,000 (or its equivalent in any other currency), Condition 10 shall apply to the Notes subject to the following amendments:

(i) The second paragraph of Condition 10(d)(i) shall be deleted and replaced by the following paragraph:

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

(ii) Condition 10(d)(iii) shall not apply to the Notes.

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

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

12. Further Issues and Consolidation

(a) Further Issues

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

(b) Consolidation

The Issuer, with the prior approval of the Fiscal Agent (which shall not be unreasonably withheld), may from time to time on any Interest Payment Date occurring on or after the Redenomination Date on giving not less than thirty (30) calendar days' prior notice to the Noteholders in accordance with Condition 13, without the consent of the Noteholders, Receiptholders or Couponholders, consolidate the Notes of one Series denominated in Euro with the Notes of one or more other Series issued by it, whether or not originally issued in one of the European national currencies or in Euro, provided such other Notes have been redenominated in Euro (if not originally denominated in Euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Notes.

13. Notices

(a) Notices to the holders of Dematerialised Notes in registered form (*au nominatif*) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing, or (ii) they are published in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or, so long as such Notes are admitted to trading on any Regulated Market(s), in a leading

daily newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Notes is/are admitted to trading is located, which in the case of the Regulated Market of the Luxembourg Stock Exchange is expected to be the *Luxemburger Wort*, or (iii) so long as such Notes are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, they are published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

(b) Notices to the holders of Materialised Notes and Dematerialised Notes in bearer form (*au porteur*) shall be valid if published in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or (i) so long as such Notes are admitted to trading on any Regulated Market(s), in a leading daily newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Notes is/are admitted to trading is located, which in the case of the Regulated Market of the Luxembourg Stock Exchange is expected to be the *Luxemburger Wort*, or (ii) so long as such Notes are admitted to trading on the Regulated Market of the Luxembourg Stock Exchange, they are published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

(c) Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) pursuant to these Conditions (including notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 10) may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication as required by Conditions 13(a) and (b) above; provided that (i) so long as such Notes are admitted to trading on any Regulated Market(s) and the rules of that Regulated Market so require, notices shall also be published in a leading daily newspaper with general circulation in the city/ies where the Regulated Market(s) on which such Notes are admitted to trading is located, which in the case of the Regulated Market of the Luxembourg Stock Exchange is expected to be the *Luxemburger Wort*, or (ii) so long as such Notes are admitted to trading on any Regulated Market and the rules of such Regulated Market so permit, on the website of the Regulated Market where the admission is sought, which in the case of the Luxembourg Stock Exchange is expected to be the website of the Luxembourg Stock Exchange (www.bourse.lu).

(d) If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any notice given by publication shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Materialised Notes in accordance with this Condition.

14. Governing Law and Jurisdiction

(a) Governing Law

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

(b) Jurisdiction

Any claim against the Issuer in connection with any Notes (and, where applicable, the Receipts, the Coupons and the Talons) Receipts, Coupons or Talons may be brought before any competent court of the jurisdiction of the Paris Court of Appeal.

TEMPORARY GLOBAL CERTIFICATES IN RESPECT OF MATERIALISED NOTES

Temporary Global Certificates

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

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

Exchange

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

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

(ii) otherwise, in whole but not in part, upon certification if required under U.S. Treasury regulation section 1.163-5(c)(2)(i)(D)(3) (or any successor regulation issued under the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") section 4701(b) containing rules identical to those applying under Code section 163(f)(2)(B)) as to non-U.S. beneficial ownership for Definitive Materialised Notes.

While any Materialised Note is represented by a Temporary Global Certificate, any payment payable in respect of such Materialised Note prior to the Exchange Date (as defined below) will be made only to the extent that the certification described in (ii) above has been received by Euroclear and/or Clearstream, and Euroclear and/or Clearstream, as applicable, has given a like certification (based on the certification received) to the relevant Paying Agent. The holder of a Temporary Global Certificate will not be entitled to collect any payment due thereon on or after the Exchange Date unless, upon due certification as described above, exchange of the Temporary Global Certificate for an interest in Definitive Materialised Notes is improperly refused or withheld.

Delivery of Definitive Materialised Notes

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

Exchange Date

"**Exchange Date**" means, in relation to a Temporary Global Certificate in respect of any Materialised Notes, the day falling after the expiry of forty (40) calendar days after its issue date, provided that in the event any further Materialised Notes which are to be assimilated with such first mentioned Materialised Notes are issued prior to such day pursuant to Condition 12(a), the Exchange Date may, at the option of the Issuer, be postponed to the day falling after the expiry of forty (40) calendar days after the issue date of such further Materialised Notes.

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

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

USE OF PROCEEDS

The net proceeds of the issue of the Notes will be used for financing the assets of the Issuer in accordance with the provisions of Article L.513-2 of the French Monetary and Financial Code (*Code monétaire et financier*).

OVERVIEW OF THE LEGISLATION AND REGULATIONS RELATING TO *SOCIÉTÉS DE CRÉDIT FONCIER* AND OTHER LEGAL ISSUES

The paragraphs below relating to the laws and regulations applicable to sociétés de crédit foncier *and other legal issues are based on French laws and regulations in force as at the date of this Base Prospectus and should be read in conjunction with, as the case may be, any relevant instruction from the* Autorité de contrôle prudentiel et de résolution *or ministerial order published or as amended from time to time in respect of* sociétés de crédit foncier.

Entities entitled to issue *Obligations Foncières*

Sociétés de crédit foncier are specialised credit institutions (*établissements de crédit spécialisés*) and authorised to act as *sociétés de crédit foncier* by the *Autorité de contrôle prudentiel et de résolution*.

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

- Articles L.513-2 to L.513-27 of the French Monetary and Financial Code (*Code monétaire et financier*);
- Articles R.513-1 to R.513-18 of the French Monetary and Financial Code (*Code monétaire et financier*);
- Regulation 99-10 of the CRBF (as amended); and
- various regulations (*instructions*) relating to *sociétés de crédit foncier* issued by the *Autorité de contrôle prudentiel et de résolution*.

Eligible assets

In accordance with the French current legal framework applicable to *sociétés de crédit foncier* on the date hereof, the eligible assets of a *société de crédit foncier* may only be:

(i) secured loans which, in accordance with Article L.513-3 of the French Monetary and Financial Code (*Code monétaire et financier*), include loans which are secured by a first-ranking mortgage over an eligible real estate or by other real estate security interests that are equivalent to a first-ranking mortgage or loans that are guaranteed by a credit institution, financing company (*société de financement*) or an insurance company with a shareholder's equity of at least €12 million and which does not belong to the same group as the relevant *société de crédit foncier* according to Article L. 233-16 of the French Commercial Code (*Code de commerce*). The property must be located in France or in any other Member State of the European Union ("**EU**") or the European Economic Area ("**EEA**") or in a State benefiting from the highest level of credit assessment (*meilleur échelon de qualité de crédit*) given by an external rating agency recognised by the *Autorité de contrôle prudentiel et de résolution* as provided in Article L.511-44 of the French Monetary and Financial Code (*Code monétaire et financier*);

(ii) exposures to public entities which, in accordance with Article L.513-4 of the French Monetary and Financial Code (*Code monétaire et financier*), include, *inter alia*, exposures to public entities such as states, central banks, local authorities or state-owned entities located in a Member State of the EU or of the EEA, in the United States of America, Switzerland, Japan, Canada, Australia or New Zealand, or if not located in those jurisdictions, such public entities must comply with specific limits and level of credit assessment (*échelon de qualité de crédit*) given by an external rating agency recognised by the *Autorité de contrôle prudentiel et de résolution* as provided in Article L.511-44 of the French Monetary and Financial Code (*Code monétaire et financier*);

(iii) units or notes (other than subordinated units or subordinated notes) issued by French *organismes de titrisation*, which are French securitisation vehicles, or other similar vehicles governed by the laws of a Member State of the European Union or the EEA, the United States of America, Switzerland, Japan, Canada, Australia or New Zealand, the assets of which shall comprise at least 90 per cent., subject to certain exclusions as set forth below, of receivables similar to secured loans or exposures to public entities complying with the criteria defined in Articles L.513-3 and L.513-4 of the French Monetary and Financial Code (*Code monétaire et financier*) or other assets benefiting from the same level of guarantees as loans and exposures referred to in Articles L.513-3 and L.513-4 of the French Monetary and Financial Code (*Code monétaire et financier*); such units or notes must benefit from the highest level of credit assessment (*meilleur échelon de qualité de crédit*) assigned by an external rating agency recognised by the *Autorité de contrôle prudentiel et de résolution* pursuant to Article L.511-44 of the French Monetary and Financial Code (*Code monétaire et financier*); the similar vehicle shall be governed by the laws of a Member State of the European Union or EEA if the assets are composed of loans or exposures referred to in Article

L.513-3 of the French Monetary and Financial Code (*Code monétaire et financier*); and such units or notes are refinanced within a limit of 10 per cent. of the nominal amount of the *obligations foncières* (*i.e.* the Notes) and other liabilities benefiting from the *Privilège*, except that, until 31 December 2017, (i) loans composing the assets of the vehicle which are transferred by an entity belonging to the same group or affiliated to the same central body as the Issuer and (ii) subordinated units of the vehicle which are kept by such entity will be deemed to comply with such criteria (the "**Exemption**");

(iv) mortgage promissory notes (*billets à ordre hypothécaires*) governed by Article L.313-42 *et seq*. of French Monetary and Financial Code (*Code monétaire et financier*) provided that the receivables refinanced by such mortgage promissory notes satisfy the conditions set out in Article L.513-3 of the French Monetary and Financial Code (*Code monétaire et financier*) (see paragraph (i) above); and/or

(v) grant loans guaranteed by the collateralisation (*remise*), the assignment (*cession*) or the pledge (*nantissement*) of receivables pursuant to and in accordance with the provisions of Articles L.211-36 to L.211-40 or Articles L.313-23 to L.313-35 of the French Monetary and Financial Code (*Code monétaire et financier*), regardless of the nature of such receivables, professional or otherwise, provided that they satisfy the eligibility criteria set out in Article L.513-3 of the French Monetary and Financial Code (*Code monétaire et financier*).

With respect to the Issuer, given that the Issuer's prime purpose is the refinancing of residential mortgage loans, the eligible assets of the Issuer mainly consist of:

- a portfolio of residential mortgage loans originated by AXA Bank Belgium and purchased by the Issuer under the Purchase Documents (see "Relationship between AXA Bank Europe SCF and AXA Group entities – Purchase Documents" for details); and
- various substitution assets (*valeurs de remplacement*) and other assets that are eligible as collateral to credit transactions with the Banque de France (see "Liquidity needs" below).

The Issuer may also grant loans to AXA Bank Belgium which will be guaranteed by a pledge (*nantissement*) of receivables which will satisfy the eligibility criteria set out in Article L.513-3 of the French Monetary and Financial Code (*Code monétaire et financier*) (see "Relationship between AXA Bank Europe SCF and AXA Group entities – Facility Documents" for details).

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

In addition, according to Articles L.513-7 and R.513-6 of the French Monetary and Financial Code (*Code monétaire et financier*), the Issuer may hold securities, values or deposits which are sufficiently secure and liquid as replacement assets (*valeurs de remplacement*).

Those replacement assets may only comprise exposures on credit institutions or investment firms benefiting from the highest level of credit assessment (*meilleur échelon de qualité de crédit*) or guaranteed by credit institutions or investment firms of the same level of credit assessment or when the remaining maturity of such exposures on credit institutions or investment firms is less than 100 calendar days, the second highest level of credit assessment (*second meilleur échelon de qualité de crédit*) assigned by an external rating agency recognised by the *Autorité de contrôle prudentiel et de résolution* pursuant to Article L.511-44 of the French Monetary and Financial Code (*Code monétaire et financier*), or guaranteed by credit institutions or investment firms benefiting from the same credit assessment.

The total amount of such replacement assets must not exceed 15 per cent. of the nominal amount of the *obligations foncières* issued by the Issuer and other resources benefiting from the *Privilège* as described in the section entitled "Overview of the legislation and regulations relating to *sociétés de crédit foncier – Privilège* and non-privileged debts".

Pursuant to Article 13 of Regulation 99-10 of the CRBF, the Issuer must send to the *Autorité de contrôle prudentiel et de résolution* no later than on 10 June of each year information relating to the quality of its financed assets. This report is published within 45 calendar days of a general meeting approving the financial statements of the year then ended. In particular, the characteristics, details of the distribution of loans, exposures and guarantees, the total of any 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 are required to be included as part of the latter report. In addition, according to Article L.513-9 of the French Monetary and Financial Code (*Code monétaire et*

financier), the Issuer must publish every quarter a report containing the same information relating to the quality of its assets, together with information relating to the duration of the loans, securities and instruments to be financed. Such report is available for viewing on the Issuer's website (https://www.axabank.be/fr/a-propos-axa-banque/investor-relations-and-financial-information/covered-bonds). In addition, pursuant to Article 5 of Regulation 99-10 of the CRBF, the Issuer must publish a report (which must be attached to its annual report) on the valuation and the methods for the periodic review of real properties values financed by loans which are eligible assets of a *société de crédit foncier* or used as collateral on such loans.

Pursuant to Article R.513-18 of the French Monetary and Financial Code (*Code monétaire et financier*), *sociétés de crédit foncier* must keep the record of all loans made available by it or acquired by it. This record must specify the type and value of the security and guarantees attached to such loans and the type and amount of the liabilities benefiting from the *Privilège*.

Financing portion (*quotité de financement*)

In accordance with the French legal framework applicable to *sociétés de crédit foncier*, the Issuer may only finance eligible assets in the form of residential mortgage loans through issuance of *obligations foncières* up to the lower of the following amounts:

- the principal outstanding amount of the loan;

- the product of (i) the value of the charged residential real estate securing the loan and (ii) the applicable "financing portion" (*quotité de financement*) referred to in Article R. 513-1 of the French Monetary and Financial Code (*Code monétaire et financier*) (which in respect of certain home loans is 80%).

Cover ratio

Sociétés de crédit foncier must at all times maintain a cover ratio between its assets and its liabilities which have the benefit of the *Privilège*. Pursuant to Articles L.513-12 and R.513-8 of the French Monetary and Financial Code (*Code monétaire et financier*), *sociétés de crédit foncier* must at all times maintain a ratio of at least 105 per cent. between their assets and the total amount of their liabilities which have the benefit of the *Privilège*.

The ratio's denominator (Article 8 of Regulation 99-10 of the CRBF) "is comprised of *obligations foncières* and other resources benefiting from the *Privilège*".

The ratio's numerator (Article 9 of Regulation 99-10 of the CRBF) "is made up of all the assets" weighted to reflect their category. With respect to *sociétés de crédit foncier* refinancing residential mortgage loans:

(i) the home loans secured by a first ranking mortgage are given a 100 per cent. weighting up to their financing portion (*quotité de financement*) *i.e.*, the lesser of 80 per cent. of the valuation of the charged residential property and the principal outstanding amount of the loan (see "Financing portion (*quotité de financement*)" above for details);

(ii) the home loans secured by a guarantee (*cautionnement*) issued by a guarantor (*société de caution*) which does not fall within the scope of consolidation, as defined in Article L.233-16 of the French Commercial Code (*Code de Commerce*), of the *société de credit foncier* are given a weighting percentage depending on their rating as follows:

- 100 % for the guarantor (*société de caution*) benefiting from the second level of credit assessment (*deuxième meilleur échelon de qualité de crédit*) given by an external rating agency recognised by the *Autorité de contrôle prudentiel et de résolution*;
- 80% for the guarantor (*société de caution*) benefiting from the third highest level of credit assessment (*troisième meilleur échelon de qualité de crédit*) given by an external rating agency recognised by the *Autorité de contrôle prudentiel et de résolution*; and
- 0% otherwise;

(iii) in respect of mortgage promissory notes (*billets à ordre hypothécaires*) subscribed by sociétés de crédit foncier, pursuant to Article R.513-7 of the French Monetary and Financial Code (*Code monétaire et financier*), the home loans composing the cover pool of such mortgage promissory notes (*billets à ordre hypothécaires*) shall be taken into account for the calculation of that ratio by look-through approach so that paragraphs (i) and (ii) shall apply to such home loans;

(iv) the residential mortgage backed securities subscribed by *sociétés de crédit foncier* are given a

weighting percentage depending on (i) whether or not the entity assigning the assets underlying the residential mortgage backed securities belongs to the same consolidation scope as the *sociétés de crédit foncier*, (ii) the date on which the residential mortgage backed securities were subscribed by the *sociétés de crédit foncier* and (iii) the level of the rating of such residential mortgage backed securitities ; such weighting percentage depending on the date of subscription of the residential mortgage backed securities by *sociétés de crédit foncier* (*i.e.* before or after 31 December 2011).

If the exposures to assets over companies falling within the same scope of consolidation as the *société de crédit foncier* (as defined in Article L.233-16 of the French Monetary and Financial Code (*Code monétaire et financier*)) or over related companies within the meaning of EC Directive 83/349/CEE relating to consolidated accounts, are over twenty five per cent (25%) of the resources which do not benefit from the *Privilège*, is deducted from the ratio's numerator mentioned in Article R.513-8 of the French Monetary and Financial Code (*Code monétaire et financier*) a sum corresponding to the difference between (i) such exposures on such companies, and (ii) a sum corresponding to the percentage of twenty five per cent (25%) of the resources which do not benefit from the *Privilège* and other assets received as collateral, pledge or full transfer of ownership in accordance with Articles L.211-36 to L.211-40, L.313-23 to L.313-25 and L.342 to L.313-49 of the French Monetary and Financial Code (*Code monétaire et financier*).

In the event that the assets of the *société de crédit foncier* is composed of receivables guaranteed by collateral assets in accordance with Articles L.211-36 to L.211-40, L.313-23 to L.313-35, and L.313-42 to L.313-49 of the French Monetary and Financial Code (*Code monétaire et financier*) and if these assets are not substitution assets (*valeurs de remplacement*), the cover ratio is assessed by taking into account the assets received as collateral either by way of pledge or transfer of ownership (and not the receivables of the *société de crédit foncier*).

Sociétés de crédit foncier must submit to the *Autorité de contrôle prudentiel et de résolution* on 31 March, 30 June, 30 June, 30 September and 31 December of each year:

- their cover ratio;
- elements used to calculate the coverage of their cash requirements (as regards to which see below); and
- other elements relating to the assets and liabilities in respect of management standards as provided under Article 12 of Regulation 99-10 of the CRBF.

The specific controller (*contrôleur spécifique*) ensures that the cover ratio is at all times complied with and, in particular, in connection with (i) the *société de crédit foncier*'s quarterly programme of issues benefiting from the *Privilège* and (ii) any specific issue also benefiting from the *Privilège* whose amount is greater than Euro 500 million. The specific controller must verify the eligibility and quality of the assets, the process of yearly revaluation of the charged properties and the congruence of the asset liability management (see "Specific Controller below" for further details).

Certain Loans are only partially secured by a Mortgage

Certain Loans are only partially secured by a Mortgage. Generally, where a Loan is only partially secured by a Mortgage, the Debtor of the relevant Loan or a third party provider of Loan Security may have granted a mortgage mandate. A mortgage mandate does not constitute an actual security which creates a priority right of payment out of the proceeds of a sale of the mortgaged property, but is an irrevocable power of attorney granted by a Debtor or a third party provider of a Loan Security to certain attorneys enabling them to create a Mortgage as security for the Loan (a "**Mortgage Mandate**"). Such Mortgage will only become enforceable against third parties upon registration of such Mortgage at the Mortgage Registration Office. The ranking of the Mortgage is based on the date of registration. The registration is dated the day on which the mortgage deed pertaining to the creation of the Mortgage and the "registration extracts" (*borderellen/bordereaux*) are registered at the Mortgage Registration Office. When a Mortgage Mandate is converted into a Mortgage, stamp duties (*registratierechten/droits d'enregistrement*) and other costs will be payable.

The following limitations, amongst others, exist in relation to the conversion of Mortgage Mandates:

(a) a Debtor or a third party provider of Loan Security that has granted a Mortgage Mandate, may grant a Mortgage to a third party that will rank in priority to the Mortgage to be created pursuant to the conversion of the Mortgage Mandate, although this would generally constitute a breach of the contractual obligations of such Debtor or such third party provider of Loan Security;

(b) if a conservatory attachment (*bewarend beslag/saisie conservatoire*) or an executory attachment (*uitvoerend beslag/saisie execution*) on the mortgaged asset has been made by a third party creditor of the Debtor, or, as the case may be, of the third party provider of Loan Security, a Mortgage registered pursuant to the exercise of the Mortgage Mandate after the writ of attachment has been recorded at the Mortgage Registration Office, will not be enforceable against such creditor;

(c) if a Debtor or a third party provider of Loan Security is a merchant or commercial entity, the effectiveness of the Mortgage Mandate can be limited by insolvency laws applicable to such Debtor;

(d) if the Debtor or the third party provider of Loan Security, as the case may be, is an individual, and started collective debt settlement proceedings, a Mortgage registered at the Mortgage register after the judge has declared the request admissible, is not enforceable against the other creditors; and

(e) besides the possibility that the Debtor or the third party provider of Loan Security may grant a Mortgage to another lender as referred to above, the Mortgage to be created pursuant to a Mortgage Mandate may also rank after certain legal Mortgages (such as e.g. the legal Mortgage of the Treasury) to the extent these Mortgages are recorded with the Mortgage Registration Office before the exercise of the Mortgage Mandate.

For Loans which are only partially secured by a Mortgage, only the portion of Loans which are effectively secured by a Mortgage will be taken into account for the calculation of the cover ratio.

Issuer qualifies as a mobilisation institution

The Issuer qualifies as a *mobiliseringinstelling/organisme de mobilisation* (a "**Mobilisation Institution**") under Article 2, 5° c) of the Belgian Act of 3 August 2012 in respect of various measures to facilitate the mobilisation of receivables in the financial sector (*wet betreffende diverse maatregelen ter vergemakkelijking van de mobilisering van schuldvorderingen in de financiële sector / loi relative à des mesures diverses pour faciliter la mobilisation de créances dans le secteur financier*) as amended from time to time (the "**Belgian Mobilisation Act**").

Failure to maintain its status as Mobilisation Institution may impact the position of the Issuer as follows:

(a) Notarisation and Marginal Notation of transfer or pledge of the Loans

Articles 81quater *et seq*. of the Belgian Act of 16 December 1851 in respect of mortgages (the "**Belgian Mortgage Act**") grant an exemption from Article 5 of the Belgian Mortgage Act in relation to a transfer and pledge of Loans secured by a Mortgage by or to a Mobilisation Institution, so that a transfer or pledge of Loans secured by a Mortgage to the Issuer is enforceable against third parties (*tegenwerpelijk aan derden/opposable aux tiers*) without notarial deed and marginal notation.

Failure to maintain the status as mobilisation institution under Article 2, 5° c) of the Belgian Mobilisation Act may result in the Issuer not benefiting from Mortgages enforceable *vis-à-vis* third parties, which, in relation to the Loans purchased under the Purchase Documents or following enforcement of the Collateral Security under the Collateral Security Agreements, may affect the ability of the Issuer to make payments under the Notes.

(b) Subordination in respect of All Sums Mortgages

Most of the Loans relate to loans that are secured by a mortgage which is also used to secure all other amounts that a Debtor owes or in the future may owe to the Seller/Pledgor pursuant to Article 81 quinquies of the Belgian Mortgage Act, a so-called "all sums mortgage" (*alle sommen hypotheek/hypothèque pour toutes sommes*) (an "**All Sums Mortgage**").

Pursuant to Article 81 *quinquies* of the Belgian Mortgage Act, a loan secured by an All Sums Mortgage which is transferred to a Mobilisation Institution will rank in priority to any debt which arises after the date of the transfer/pledge and which is also secured by the same All Sums Mortgage. While the transferred/pledged Loan ranks in priority to further loans, it will have equal ranking with loans or debts which existed at the time of the transfer/pledge and which were secured by the same All Sums Mortgage.

Where there are competing claims in respect of Loans secured by All Sums Mortgages, the Mortgage Loan Sale Agreement and the Collateral Security Agreements provide that any loans and debts existing at the time of the transfer/pledge of the Loans and which are secured by the same All Sums Mortgage are subordinated to the Loans in relation to all sums received out of the enforcement of the All Sums Mortgage and any

Additional Security. Article 81 *quinquies* of the Belgian Mortgage Act confirms that such subordination arrangements are exempt from notarisation or marginal notation.

Failure to maintain the status as mobilisation institution under Article 2, 5° c) of the Belgian Mobilisation Act may result in the Issuer not benefiting from effective subordination arrangements in respect of loans secured by the same All Sums Mortgages and not transferred or pledged to the Issuer.

(c) Mortgage Mandates

Generally, the benefit of a Mortgage that is created upon a conversion of the Mortgage Mandate in the sole name and for the sole benefit of the Seller/Pledgor after the sale/pledge of the Loan, can most likely not be conferred upon the Issuer as new beneficiary (unless this is specifically provided for in the Mortgage Mandate deed). Art. 81*sexties* of the Belgian Mortgage Act however provides that the benefit of the Mortgage Mandates is automatically transferred to the transferee/pledgee of a Loan covered by such Mortgage Mandate, provided such pledgee or transferee is a Mobilisation Institution.

Failure to maintain the status as mobilisation institution under Article 2, 5° c) of the Belgian Mobilisation Act may result in the Issuer not benefiting from Mortgage Mandates covering transferred/pledged Loans.

(d) Set-off and defence of non-performance

Failure to maintain the status as mobilisation institution under Article 2, 5° c) of the Belgian Mobilisation Act may result in additional grounds for the Debtor to exercise set-off rights or defences of non-performance. See the risk factors "Set-off by Debtors under Belgian law" and "Defence of Non-Performance under Belgian law".

Effectiveness of the assignment or pledge of certain Additional Security interests

As an accessory to the sale or pledge of the Loans, the Purchaser/Secured Party will be entitled to the benefit of certain Additional Security interests granted by Debtors to the Seller/Pledgor, such as an assignment of salary and/or insurance proceeds.

The assignment by a Debtor (who is an employee) of its salary is governed by special legislation (Articles 27 to 35 of the Belgian Act of 12 April 1965 on the protection of the salary of employees (*Wet betreffende de bescherming van het loon der werknemers*/*Loi concernant la protection de la rémunération des travailleurs*) (the "**Belgian Salary Protection Act**"). The Belgian Salary Protection Act provides for specific formalities for a valid assignment of salary, but is silent on possible specific requirements in relation to the purchase or pledge of a Loan that is secured by such assignment of salary.

Under Belgian law, it is not certain to which extent the Seller/Pledgor can validly assign or pledge the benefit of such assignment of salary by a Debtor to the Issuer, as such, the Issuer may not have the benefit of such arrangement in case of insolvency of the Seller/Pledgor, which may adversely impact on the ability of the Issuer to meet its obligations in full to pay interest and principal in respect of the Notes. Moreover:

(a) a Debtor may have assigned his salary as security for its debts (other than the Loans) and the assignee who first starts actual enforcement of the assignment against the Debtor would have priority over the other assignees; and

(b) there are arguments to support the view that a transfer of salary in a notarised deed still requires a bailiff notification to be enforceable *vis-à-vis* third parties.

Furthermore, the Seller/Pledgor as mortgagee enjoys statutory protection under Article 10 of the Belgian Mortgage Act and Article 112 of the Insurance Act of 4 April 2014 on insurances (*Wet betreffende de verzekeringen*/*Loi relative aux assurances*) (the "**Belgian Insurance Act**") pursuant to which any indemnity which third parties (including Insurance Companies) owe for the reason of the destruction of or damage to the mortgaged property will be allocated to the mortgagee-creditors to the extent these indemnities are not used for the reconstruction of the mortgaged property. However, Article 112, §2 of the Belgian Insurance Act provides that the Insurance Company can pay out the indemnity to the insured in case the holder of an unpublished/undisclosed security over the property does not oppose this by prior notification. The purchase or the pledge of the Loan and the Mortgage to the Issuer will not be noted in the margin of the mortgage register and although there are no useful precedents under Belgian law in respect of the issuer's rights to such insurance proceeds, the purchase or the pledge should not prejudice the Issuer’s position because (i) the Mortgage would remain validly registered notwithstanding the

purchase or the pledge and (ii) the Issuer would be the assignee and successor of the Seller. Whether the Insurance Company needs to pay to the Seller/Pledgor or to the Issuer would not be of any interest to the Insurance Company.

A notification issue also arises in connection with Article 120, §1 of the Belgian Insurance Act which provides that the Insurance Company cannot invoke any defences which derive from facts arising after the accident has occurred (for instance a late filing of a claim) against mortgagee-creditors the mortgages of whom are known to the Insurance Company. The Insurance Company should not have a valid interest in disputing the rights of the Issuer. Pursuant to Article 120, §2 of the Belgian Insurance Act:

(a) the Insurance Company can invoke the suspension, reduction or termination of the insurance coverage only after having given the Seller/Pledgor one month prior notice; and

(b) if the suspension or termination of the insurance coverage is due to the non-payment of premiums, the Seller/Pledgor has the right to pay the premiums within the one-month notice period and thus avoid the suspension or termination of the insurance coverage.

Liquidity needs

Pursuant to Articles L.513-8 and R.513-7 of the French Monetary and Financial Code (*Code monétaire et financier*), *sociétés de crédit foncier* must ensure, at all times, the coverage of their liquidity needs for the next 180 calendar days (taking into account the forecasted flows of principal and interest on its assets and net flows related to derivative financial instruments referred to in Article L.513-10 of the French Monetary and Financial Code (*Code monétaire et financier*)), by replacement values (*valeurs de remplacement*) or other assets eligible as collateral to credit transactions with the *Banque de France* in accordance with the procedures and conditions laid out by it for its monetary policy and intraday credit operations.

In the event that the assets of the *société de crédit foncier* are composed of receivables secured by collateral assets in accordance with Articles L.211-36 to L.211-40, L.313-23 to L.313-35, and L.313-42 to L.313-49 of the French Monetary and Financial Code (*Code monétaire et financier*) and if these assets are not substitution assets (*valeurs de remplacement*), the liquidity needs are assessed by taking into account the estimated cash inflows of the assets received as collateral either by way of pledge or transfer of ownership (and not the estimated cash flow of the receivables of the *société de crédit foncier*, secured by such collateral assets).

On the date of this Base Prospectus, the Issuer's liquidity needs are covered by substitution assets (*valeurs de remplacement*) or by other assets that are eligible as collateral to credit transactions with the *Banque de France*, in accordance with the monetary policy and intra-day credit operations rules of the Eurosystem.

Pursuant to Regulation 99-10 of the CRBF, *sociétés de crédit foncier* must ensure that the average life of the eligible assets held by them in a minimum amount required to comply with the cover ratio referred to in Article R. 513-8 of the French Monetary and Financial Code (*Code monétaire et financier*), does not exceed more than 18 months the average life of its liabilities benefiting from the *Privilège*.

Subscription by the *société de crédit foncier* of its own *obligations foncières* as eligible collateral with the *Banque de France*

Pursuant to Article L.513-26 of the French Monetary and Financial Code (*Code monétaire et financier*), a *société de crédit foncier* may subscribe its own *obligations foncières* for the sole purpose of granting them as eligible collateral with the *Banque de France* in accordance with the procedures and conditions laid out by it for its monetary policy and intraday credit operations in the event that the Issuer cannot meet its liquidity needs from any other sources. Such recognition as eligible collateral will depend upon satisfaction of the Eurosystem eligibility criteria as specified by the European Central Bank. The *obligations foncières* thus subscribed by the *société de crédit foncier* must meet the following conditions:

- their outstanding principal amount does not exceed 10 per cent. of the outstanding principal amount of any liabilities of the *société de crédit foncier* benefiting from the *Privilège* on the subscription date of the *obligations foncières* by the *société de crédit foncier*;

- they are deprived of the rights provided for under Articles L.228-46 to L.228-89 of the French Commercial Code (*Code de commerce*) for so long as they are held by the *société de crédit foncier*;

- they are granted as collateral to the *Banque de France* or they are cancelled within the eight (8) calendar days from their settlement date or from the date they are no more granted as collateral, as applicable; and

- they cannot be subscribed by a third party.

The specific controller of the *société de crédit foncier* must certify these conditions are met in a report delivered to the *Autorité de contrôle prudentiel et de résolution*.

Hedging

A *société de crédit foncier* may enter into forward financial instruments (*instruments financiers à terme*) as defined in Article L.211-1 of the French Monetary and Financial Code (*Code monétaire et financier*) to hedge transactions for management (*opérations de gestion*) of the loans and exposures as referred to in Articles L.513-3 to L.513-7 of the French Monetary and Financial Code (*Code monétaire et financier*), *obligations foncières* and other resources benefiting from the *Privilège*.

Any amounts payable pursuant to these forward financial instruments, after the applicable set-off as the case may be, benefit from the *privilège* of Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*), unless such forward financial instruments were not concluded by the Issuer to hedge items of its assets and/or privileged liabilities or the global risk on its assets, liabilities and off-balance sheet items in accordance with Article L.513-10 of the French Monetary and Financial Code (*Code monétaire et financier*).

According to Article 12 of the 99-10 Regulation and Articles 85 and 86 of the *Arrêté* dated 3 November 2014 with respect to the internal control of the banking sector companies, payment services and investment services providers subject to the supervision of the *Autorité de contrôle prudential et de résolution*, the *société de crédit foncier* shall implement a system for measuring overall interest rate risks under the conditions set forth in Article 134 to Article 139 of the *Arrêté* of 3 November 2014.

Specific controller

Pursuant to Article L.513-23 of the French Monetary and Financial Code (*Code monétaire et financier*), in each *société de crédit foncier*, a specific controller (*contrôleur spécifique*) and a substitute specific controller (*contrôleur spécifique suppléant*) are in charge of ensuring the compliance of the *société de crédit foncier* with the legal framework described herein. The specific controller and the substitute specific controller are selected from the official list of auditors and appointed by the officers of the *société de crédit foncier* with the approval of the *Autorité de contrôle prudentiel et de résolution*.

Pursuant to Articles L.513-23 and R.513-16 of the French Monetary and Financial Code (*Code monétaire et financier*), the tasks of the specific controller are to:

(i) ensure that the *société de crédit foncier* complies with Articles L.513-2 to L.513-12 of the French Monetary and Financial Code (*Code monétaire et financier*);

(ii) certify that the cover ratio of Article L.513-12 of the French Monetary and Financial Code (*Code monétaire et financier*) is satisfied in connection with (i) the *société de crédit foncier*'s quarterly programme of issues benefiting from the *Privilège* and (ii) any issue of resources benefiting from the *Privilège* and whose amount is greater than or equal to €500,000,000;

(iii) ensure that the assets granted or purchased by *sociétés de crédit foncier* are eligible assets in accordance with Articles L.513-2 to L. 513-12 of the French Monetary and Financial Code (*Code monétaire et financier*) and with the requirements set out in Articles L.513-3 to L.513-7 of the French Monetary and Financial Code (*Code monétaire et financier*) (see "Eligible Assets" above); and

(iv) review, pursuant to Article 12 of the 99-10 Regulation and on a yearly basis, the level of rate and maturity matching between the assets and the liabilities. In case the specific controller believes that the level of rate and maturity matching would create excessive risks for the creditors benefiting from the *Privilège*, the specific controller informs the officers of the relevant *société de crédit foncier* and the *Autorité de contrôle prudentiel et de résolution*.

Pursuant to Article L.513-23 of the French Monetary and Financial Code (*Code monétaire et financier*), the

specific controller attends all shareholders' meetings and, on his request, may be heard by the board of directors of the *société de crédit foncier* and is entitled to receive all the documents and information necessary to the fulfillment of its mission and to perform, under certain conditions, any audit and control in the premises of the *société de crédit foncier*. The specific controller prepares annual reports on the accomplishment of his missions to the management of the *société de crédit foncier*, a copy of which is delivered to the *Autorité de contrôle prudentiel et de résolution*.

***Privilège* and non-privileged debts**

The *obligations foncières* issued by *sociétés de crédit foncier*, together with the other resources raised, the issuance or subscription agreement of which mentions the *Privilège*, and the liabilities resulting from derivative transactions relating to the hedging of assets, *obligations foncières* and other privileged debts in accordance with the second paragraph of Article L.513-10 of the French Monetary and Financial Code (*Code monétaire et financier*) benefit from the *Privilège*.

Pursuant to Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*), notwithstanding any legal provisions to the contrary and in particular the provisions included in the French Commercial Code *(Code de commerce)* relating to the prevention and conciliation of business difficulties and to the safeguard, judicial administration and liquidation of companies:

(v) the sums resulting from the loans, assimilated receivables, exposures and securities as referred to in Articles L.513-3 to L.513-7 of the French Monetary and Financial Code (*Code monétaire et financier*) and from the financial instruments used for hedging as referred to in Article L.513-10 of the French Monetary and Financial Code (*Code monétaire et financier*), (in each case after any applicable set-off), together with the claims in respect of deposits made by *a société de crédit foncier* (*i.e.* the issuer of *obligations foncières*, such as the Issuer) with credit institutions, are allocated in priority to the payment of any sums due in relation to the *obligations foncières* such as the Notes, to other resources benefiting from the *Privilège* as mentioned in paragraph 2 of I of Article L.513-2 of the French Monetary and Financial Code (*Code monétaire et financier*), to derivative transaction used for hedging, under the condition of Article L.513-10 of the French Monetary and Financial Code (*Code monétaire et financier*) and to other ancillary expenses and sums expressly referred to in Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*);

(vi) when a *société de crédit foncier* such as the Issuer is subject to safeguard, judicial or liquidation proceedings *(procédure de sauvegarde, de redressement ou de liquidation judiciaires)* or to conciliation proceedings with its creditors *(procédure de conciliation)*, the amounts due regularly from the operations referred to in paragraph 2 of I of Article L.513-2 of the French Monetary and Financial Code (*Code monétaire et financier*) 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* such as the Issuer may exercise any right over the assets and rights of such *société* until all creditors benefiting from the *Privilège* as defined in Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*) have been fully paid off; and

(vii) the judicial liquidation of a *société de crédit foncier* such as the Issuer, will not result in the acceleration of payment of *obligations foncières* such as the Notes and other debts benefiting from the *Privilège.*

Sociétés de crédit foncier may also issue ordinary bonds or raise funds which do not benefit from such *Privilège*.

The Issuer may also refinance its assets in accordance with specific means of refinancing set forth by Article L.513-2 of the French Monetary and Financial Code (*Code monétaire et financier*), such as transfers of receivables in accordance with Article L.313-23 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*) or temporary transfers of its securities as provided for in Articles L.211-22 to L.211-34 of the French Monetary and Financial Code (*Code monétaire et financier*) or having recourse to funding secured by a pledge of a securities account as defined in Article L. 211-20 of the French Monetary and Financial Code (*Code monétaire et financier*). In such case, the receivables and securities so refinanced are not taken into account for the purpose of determining the cover ratio of the resources benefiting from the *Privilège*.

Insolvency derogatory regime

Article L.513-20 of the French Monetary and Financial Code (*Code monétaire et financier*) precludes the extension of any safeguard procedure *(procédure de sauvegarde)*, judicial reorganisation *(redressement judiciaire)* or

liquidation *(liquidation judiciaire)* in respect of the *société de crédit foncier*'s shareholders to the *société de crédit foncier*.

The French Monetary and Financial Code (*Code monétaire et financier*) provides for a regime which derogates in many ways from the French legal provisions relating to insolvency proceedings. In particular, pursuant to Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*), in case of bankruptcy proceedings (*procédure de sauvegarde, de sauvegarde financière accélérée, de sauvegarde accélérée, de redressement ou de liquidation judiciaire*) of the Issuer, all cash flows generated by the assets of the Issuer are allocated as a matter of absolute priority to servicing liabilities of the Issuer which benefit from the *Privilège* as they fall due, in preference to all other claims, whether or not secured or statutorily preferred and, until payment in full of the liabilities of the Issuer which benefit from the *Privilège*, no other creditors may take any action against the assets of the Issuer.

In addition, pursuant to Article L.513-18 of the French Monetary and Financial Code (*Code monétaire et financier*), the provisions of Article L.632-2 of the French Commercial Code (*Code de commerce*), allowing an administrative receiver to render certain transactions entered into during the hardening period (*période suspecte*) null and void are not applicable to contracts executed by a *société de crédit foncier*, or to transactions entered into by a *société de crédit foncier*, provided that those contracts and transactions are made in accordance with their exclusive legal purpose as defined by Article L.513-2 of the French Monetary and Financial Code (*Code monétaire et financier*) and exclusive of any fraud.

Pursuant to Article L.513-21 of the French Monetary and Financial Code (*Code monétaire et financier*), any service/loan agreement pursuant to which the Issuer has delegated to another credit institution or financing company (*société de financement*) the management or the recovery of loans, exposures, assimilated receivables, securities, instruments, bonds or other sources of financing may be immediately terminated upon the opening of bankruptcy proceedings (*procédure de sauvegarde, de sauvegarde financière accélérée, de sauvegarde accélérée, de redressement ou de liquidation judiciaire*) affecting that credit institution or financing company (*société de financement*).

As a specialised credit institutions (*établissements de crédit spécialisés*), the Issuer is subject to Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms as implemented in France (See "Resolution procedures under the European Bank Recovery and Resolution framework" below).

Specific measures for businesses and households in the context of Covid-19 in Belgium

On 22 March 2020, the Belgian Finance Minister, the National Bank of Belgium and the Belgium Financial sector Federation (the "**Febelfin**") announced that they reached an agreement on a series of measures to limit the financial impact of the coronavirus pandemic on businesses and households. Under this agreement, the financial sector undertook to grant to individuals and businesses that are financially impacted by the Covid-19 crisis a payment holiday in the form of a deferral of payments (*betalingsuitstel*/*report de paiement*) until 31 October 2020 (extended to 31 December 2020).

The payment holiday (deferral of payments) took the form of a "Mortgage Credit Charter" (*Charter betalingsuitstel hypothecair krediet - Charte report de paiement crédit hypothécaire*) for the deferral of payments on mortgage credit which was implemented in Belgian law by the Royal Decree (*arrêté royal*) dated 22 April 2020 relating to measures on mortgage loan terms under the corona crisis (*relatif aux mesures au regard des modalités en matière de crédit hypothécaire dans le cadre de la crise corona*).

On 9 December 2020, the Febelfin and the Belgian Finance Minister announced that they decided to maintain financial support to limit the financial impact of the coronavirus pandemic on businesses and households/individuals who find themselves permanently financially affected by COVID. The "Second Mortgage Credit Charter" (*Tweede Charter betalingsuitstel hypothecair krediet – Deuxième Charte report de paiement crédit hypothécaire*) contains the following principles in relation to households/individuals:

(i) a deferral of payment can be requested by any individual who complies with the conditions set out in the Second Mortgage Credit Charter, e.g. persons suffering loss of income due to illness or temporary unemployment;

(ii) during the deferral period (see below), any individual may benefit from a deferral of principal amount and interest under the relevant mortgage loan;

(iii) individuals living with less than €1,700 euros per month will be able to benefit from a deferral of payment without having to pay interest on this deferral of payment;

(iv) a deferral of payment can be requested for a maximum period of 3 months. This request can be made until 31 March 2021 at the latest. The deferral of payment can therefore run until 30 June 2021 at the latest;

(v) deferral of payment can never exceed 9 months, taking into account the initial Mortgage Credit Charter (i.e. between April 2020 and June 2021);

(vi) deferral of payment may only be requested for mortgage loans that were entered into before 1st April 2020;

(vii) usual administrative fees or charges relating to deferral of payment will not be charged by banks; and

(viii) at the end of the deferral period, payments under the relevant mortgage loans will resume and the credit period will be extended for the period of deferred payment.

Covered Bonds European legislation

On 12 March 2018, the European Commission published proposals for a Directive and for a Regulation on the issue and supervision of covered bonds, under the ordinary legislative procedure, aiming at establishing a framework to enable a more harmonized covered bond market in the European Union as part of the Capital Markets Union (that aims to unify capital markets across Europe's 28 Member States) action plan.

On 27 November 2019, Directive (EU) 2019/2162 of the European Parliament and of the Council of 27 November 2019 (the Covered Bond Directive) ("**Covered Bond Directive**") and Regulation (EU) 2019/2160 of the European Parliament and of the Council of 27 November 2019 ("**Covered Bond Regulation**") were adopted. The Covered Bond Directive distinguishes between (i) the "European Covered Bonds Premium" which benefits from the most favourable prudential treatment pursuant to Article 129 of CRR II (as defined below) provided that these covered bonds would met the conditions set forth by the Covered Bond Directive and (ii) the "European Covered Bonds" which benefit from a less favorable prudential treatment pursuant to Article 129 of CRR II.

The Covered Bond Directive also covers requirements for marketing covered bonds, structural features of covered bonds (asset composition, derivatives, liquidity...) and regulatory supervision. The Covered Bond Regulation mainly amends Article 129 of CRR II and adds requirements on minimum overcollateralisation and substitution assets. The minimum overcollateralization is set at 2 % and 5 % depending on the assets in the cover pool, based on a nominal calculation method.

The Covered Bond Directive must be implemented by each of the Member States of the European Union by 8 July 2021 and the Member States must apply those measures at the latest from 8 July 2022. In France, Law n° 2020-1508 dated 3 December 2020 containing various provisions for adaptation to European Union law in economic and financial matters (*portant diverses dispositions d'adaptation au droit de l'Union européenne en matière économique et financière*) has authorised the French Government to implement the Covered Bond Directive by way of ordinance (*ordonnance*) at the latest on 8 July 2021. Potential impact of this new legal and regulatory framework on the Issuer and the Notes cannot yet be fully estimated.

Resolution procedures under the European Bank Recovery and Resolution framework

The Issuer, as a specialised credit institution (*établissement de crédit spécialisé*) and a subsidiary of AXA Bank Belgium (i.e. a Belgian credit institution supervised by the European Central Bank), is subject to the provisions of Directive 2014/59/EU of the European Parliament and of the Council of the European Union dated 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (the "**BRRD**").

The powers provided to the authority designated by each EU Member State (the "**Resolution Authority**") in the BRRD and Regulation (EU) No. 806/2014 of the European Parliament and of the Council of the European Union of 15 July 2014 (the "**SRM Regulation**") include write-down/conversion powers to ensure that capital instruments (including subordinated debt instruments) and eligible liabilities (including senior debt instruments if junior instruments prove insufficient to absorb all losses, and to a certain extent the Notes) absorb losses of the issuing institution under resolution in accordance with a set order of priority (the "**Bail-in Tool**"). The conditions for resolution under the French Monetary and Financial Code (*Code monétaire et financier*) implementing the BRRD, as defined in Article L. 613-49-II of the French Monetary and Financial Code (*Code monétaire et financier*), are deemed to be met when: (i) the Resolution Authority or the relevant supervisory authority determines that the institution is failing or is likely to fail, (ii) there is no reasonable prospect that any measure other than a resolution measure would prevent the failure within a reasonable timeframe, and (iii) a resolution measure is necessary for the achievement of the resolution objectives and winding up of the institution under normal insolvency proceedings would not meet those resolution objectives to the same extent.

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

The Bail-in Tool could result in the full (i.e., to zero) or partial write-down or conversion into ordinary shares or other instruments of ownership of the Notes, or the variation of the terms of the Notes (for example, the maturity and/or interest payable may be altered and/or a temporary suspension of payments may be ordered). Extraordinary public financial support should only be used as a last resort after having assessed and applied, to the maximum extent practicable, the resolutions measures, including the Bail-in Tool. Where the Issuer's financial condition deteriorates, the existence of the Bail-in Tool could cause the market price or value of the Notes to decline more rapidly than would be the case in the absence of such power. In addition to the Bail-in Tool, the BRRD provides the Resolution Authority with broader powers to implement other resolution measures with respect to institutions that meet the conditions for resolution, which may include (without limitation) the sale of the institution's business, the creation of a bridge institution, the separation of assets, the replacement or substitution of the institution as obligor in respect of debt instruments, modifications to the terms of debt instruments (including altering the maturity and/or the amount of interest payable and/or imposing a temporary suspension on payments), removing management, appointing an interim administrator, and discontinuing the listing and admission to trading of financial instruments.

With respect to the *obligations foncières* (such as the Notes), the BRRD provides that the Resolution Authority will not exercise the write-down or conversion powers in relation to secured liabilities including covered bonds and liabilities in the form of financial instruments used for hedging purposes which form an integral part of the cover pool and which according to national law are secured in a way similar to covered bonds, whether they are governed by the law of a Member State or of a third country. Nevertheless, relevant claims for the purposes of the Bail-in Tool would still include the claims of the holders in respect of any Notes issued under the Programme, only if and to the extent that the bond liability exceeded the value of the cover pool collateral against which it is secured. In such case and to such extent, the write-down or conversion requirements could result in the full (i.e., to zero) or partial write-down or conversion into ordinary shares or other instruments of ownership of the Notes, or the variation of the terms of Notes (for example, the maturity and/or interest payable may be altered and/or a temporary suspension of payments may be ordered).

In addition, following the publication on 7 June 2019 in the Official Journal of the EU of (i) the Directive (EU) 2019/879 of the European Parliament and of the Council dated 20 May 2019 amending the BRRD (the "**BRRD Revision**") as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms and Directive 98/26/EC and of (ii) the Regulation (EU) 2019/877 of the European Parliament and of the Council dated 20 May 2019 amending the Single Resolution Mechanism Regulation as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms, a comprehensive legislative package reducing risks in the banking sector and further reinforcing banks' ability to withstand potential shocks strengthens the banking union and reduces risks in the financial system since 28 December 2020. The BRRD Revision was implemented in France by an ordinance (*Ordonnance n° 2020-1636 relative au régime de résolution dans le secteur bancaire*) dated 21 December 2020.

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

See risk factor "Resolution procedures under the European Bank Recovery and Resolution framework may have an impact on the Issuer's liabilities" for further details on the potential impact on the Issuer and the Notes.

Basel Capital Accord and regulatory capital requirements

The regulatory capital framework published by the Basel Committee on Banking Supervision in 2006, or the "Basel II framework" has not been fully implemented in all participating countries. The implementation of the framework in relevant jurisdictions may affect the risk-weighting of the Notes for investors who are or may become subject to capital adequacy requirements that follow the framework.

The Basel Committee has subsequently approved significant changes and extensions to the Basel II framework (such changes and extensions being commonly referred to as "**Basel III**"), including new capital and liquidity

requirements intended to reinforce capital standards and to establish minimum liquidity standards for credit institutions. In particular, the changes refer to, amongst other things, new requirements for the capital base (including an increase in the minimum Tier 1 capital requirement), measures to strengthen the capital requirements for counterparty credit exposures arising from certain transactions and the introduction of a leverage ratio as well as short-term and longer-term standards for funding liquidity (the latter being referred to as the "**Liquidity Coverage Ratio**" and the "**Net Stable Funding Ratio**", respectively). The European authorities have now incorporated the Basel III framework into EU law, primarily through Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directive 2006/48/EC and 2006/49/EC (Capital Requirements Directive – "**CRD**") and Regulation (EU) no. 575/2013 of 26 June 2013 on prudential requirements for credit institutions and investment firms ("**CRR**") known as the "**CRD IV-Package**" which entered into force in the EU on 1 January 2014. On 23 November 2016, the Commission proposed a new Regulation amending the CRR (the "**CRR Revision**" and together with CRR, the "**CRR II**") and a new Directive amending the CRD (the "**CRD Revision**" and together with the CRD, the "**CRD V**") which, *inter alia*, simplified the Net Stable Funding Ratio. The CRR II and CRD V entered into force on 27 June 2019.

The CRD Revision was implemented in France by an ordinance (*Ordonnance n° 2020-1636 relative au régime de résolution dans le secteur bancaire*) dated 21 December 2020. Certain portions of the CRR Revision apply immediately as from its entry into force (including those applicable to the new requirements for own funds and eligibile liabilities) while others shall apply several years after the date of its entry into force. The changes under CRR II, CRD V and Basel III may have an impact on the capital requirements in respect of the Notes and/or on incentives to hold the Notes for investors that are subject to requirements that follow the relevant framework and, as a result, may affect the liquidity and/or value of the Notes.

DESCRIPTION OF THE ISSUER

Incorporation, duration and registered office

The Issuer

The Issuer was incorporated under French law on 20 September 2010 for a period of 99 years as a *société anonyme*. The Issuer is registered under the name of AXA Bank Europe SCF with the Commercial and Companies Registry (*Registre du Commerce et des Sociétés*) of Créteil under number 525 010 880.The Issuer's office is at 203/205, rue Carnot, 94138 Fontenay Sous Bois, France, its telephone number: +33 (0)1 55 12 81 55.

The Issuer is duly licensed in France as specialised credit institution (*établissement de crédit spécialisé*) with the status of *société de crédit foncier* delivered by the *Autorité de contrôle prudentiel et de résolution*. The Issuer is also authorised to provide services in Belgium in accordance with the Directive 2013/36/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms dated 26 June 2013 and is duly registered by the Financial Services and Markets Authority (the "**FSMA**") as mortgage lender (*prêteur en credit hypothecaire/kredietgever in hypothecair krediet*) in Belgium.

The Issuer is governed, *inter alia*, by the French Commercial Code (*Code de Commerce*) and by the French Monetary and Financial Code (*Code monétaire et financier*) and in particular, Articles L.513-2 *et seq*. of French Monetary and Financial Code (*Code monétaire et financier*) applicable to *sociétés de crédit foncier*.

The Issuer is a subsidiary of AXA Bank Belgium.

AXA Bank Belgium

The Issuer's prime purpose is the refinancing of residential mortgage loans (either directly by purchasing the receivables arising from such residential mortgage loans or indirectly via the acquisition of assets which are eligible assets in accordance with the French legal framework applicable to *sociétés de crédit foncier* - see "Overview of the legislation and regulations relating to sociétés de crédit foncier – Eligible assets" and "Issuer's exclusive purpose and business overview" below).

AXA Bank Belgium is a public limited liability company (*naamloze vennootschap/société anonyme)* incorporated under Belgian law on 27 August 1881 under the name of "Antwerpsche Hypotheekkas" (ANHYP) and is registered in the "Register of Legal Entities" of Brussels, Belgium, under number 404.476.835 with its registered office situated at 1, Place du Trône 1, 1000 Brussels, Belgium. AXA Bank Belgium is a Belgian credit institution supervised by the European Central Bank and a mortgage lender (*prêteur en credit hypothecaire/kredietgever in hypothecair krediet*) duly licensed by the FSMA.

The Long- and short-term credit ratings of AXA Bank Belgium (ABB) assigned by Standard & Poor's Credit Market Service France (S&P) and Moody's France S.A.S. (Moody's) are:

- S&P rating: on 30 October 2019, S&P lowered its long- and short-term issuer credit ratings on ABB to "A-" / "A-2" from "A+" / "A-1". S&P placed the "A-" long-term rating on "CreditWatch" with negative implications.
- Moody's rating: on 30 October 2019, Moody's Investors Service Ltd placed on review for downgrade ABB's "A2" / "Prime-1" deposit ratings, its "Counterparty Risk Assessment" of "Aa2(cr)" / "Prime-1(cr)", its "Counterparty Risk Ratings" of "Aa3" / "Prime-1" and its "Adjusted Baseline Credit Assessment" of "a2". Moody's also placed ABB's "Baseline Credit Assessment" of "baa2" on review with direction uncertain. On 22 December 2020, Moody's decided to extend the review for downgrade on ABB's ratings with a view to assign definive ratings on ABB when the acquisition process of ABB by the Crelan group is finalised (see "Recent Events - AXA to sell AXA Bank Belgium and enter into a long-term insurance distribution partnership with Crelan Bank" for further details).

Share capital

The Issuer's share capital is EUR 131,095,200 divided into 13,109,520 fully paid-up ordinary shares of EUR 10. At the date of this Base Prospectus, AXA Bank Belgium holds all the shares of the Issuer's share capital except for one share which is held by AXA Banque.

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

Since 17 March 2014, AXA S.A. which is a French s*ociété anonyme*, the shares of which are admitted to trading on Euronext Paris (*i.e.* a Regulated Market located in France), holds 99.99 per cent of the share capital of AXA Bank Belgium and the remainder is held by AXA Belgium.

It is expected that that the Issuer (as a subsidiary of AXA Bank Belgium) will become an entity of the Crelan group (see "Recent Events - AXA to sell AXA Bank Belgium and enter into a long-term insurance distribution partnership with Crelan Bank" for further details).

Issuer's exclusive purpose

In accordance with Article L.513-2 of the French Monetary and Financial Code (*Code monétaire et financier*) which defines the exclusive purpose of the *sociétés de crédit foncier* and with Article 2 of its by-laws, the Issuer's exclusive purpose consists in carrying out the activities and operations below, whether in France or abroad:

(i) credit operations and assimilated operations within the terms set forth by regulations applicable to *sociétés de crédit foncier* and within the limits of its license;

(ii) financing operations within the terms set forth by regulations applicable to *sociétés de crédit foncier* by means of issuance of *obligations foncières* or any other borrowing; and

(iii) any ancillary activities expressly authorized by the texts on *sociétés de crédit foncier* for the achievement of its exclusive corporate purpose.

For a description of the legal framework applicable to *sociétés de crédit foncier*, see the section entitled "Overview of the legislation and regulations relating to *sociétés de crédit foncier*".

The Issuer may sign all necessary agreements with a credit institution or a financing company *(société de financement*) to procure services for the management and recovery of its loans, exposures and other eligible financial assets, *obligations foncières* and other resources (see "Outsourcing Agreements" below).

Issuer's activities and investments

As of 31 December 2020, the assets of the Issuer are composed of:

- a portfolio of residential mortgage loans for an amount of €9,591,482,426.59 under the Purchase Documents (see "Relationship between AXA Bank Europe SCF and AXA Group entities – Purchase Documents" for details); and
- various substitution assets (*valeurs de remplacement*) and other assets that are eligible as collateral to credit transactions with the Banque de France (see "Overview of the legislation and regulations relating to *sociétés de crédit foncier* – Liquidity needs" for details).

The Issuer may also grant advances to AXA Bank Belgium secured by the pledge of Loans receivables as Collateral Security Assets under the Collateral Security Agreements.

Ratings of the Issuer and of the Notes

The Issuer is not rated. However, the *obligations foncières* to be issued by the Issuer are expected to be rated Aaa by Moody's France S.A.S.. Obligations rated "Aaa" by Moody's are considered to be of the highest quality, subject to the lowest level of credit risk. Long-term ratings by Moody's are assigned to issuers or obligations with an original maturity of one year or more and reflect both on the likelihood of a default on contractually promised payments and the expected financial loss suffered in the event of default.

As at the date of this Base Prospectus, Moody's France S.A.S. is established in the European Union and is registered under the CRA Regulation and is included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority's website (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk).

In accordance with the UK CRA Regulation, the rating assigned to the Notes by Moody's will be endorsed by Moody's Investors Service Ltd, being a credit rating agency established in the United Kingdom and included in the list of credit rating agencies published by the FCA on its website (https://www.fca.org.uk/markets/credit-rating-agencies/registered-certified-cras) in accordance with the UK CRA Regulation.

Subsidiaries

According to Article L.513-2 V of the French Monetary and Financial Code (*Code monétaire et financier*), the Issuer, as *a société de crédit foncier*, is not allowed to hold shares in other companies.

Management of the Issuer

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

The Issuer's board of directors (the "**Board**"), which at the date of this Base Prospectus comprises 5 members, has full powers to act in all circumstances on behalf of the Issuer within the limits set by its internal rules and the *Statuts* of the Issuer and subject to the powers expressly conferred by the French Commercial Code (*Code de commerce*) on shareholders in general meetings.

The Chairman of the Board organises and directs the work of the Board, of which it will give an account to the shareholders' meeting, ensures that the governing bodies of the Issuer operate properly, and that the directors are able to perform their duties.

The management of the Issuer consists of the Chief Executive Officer and the Deputy Chief Executive Officer to assist him. Both of them are vested with the broadest powers to act in all circumstances on behalf of the Issuer within the limits of the corporate purpose, and subject to the powers expressly attributed by law to shareholders' meeting and the special powers of the board of directors. They represent the Issuer in its relationships with third parties.

– Names, business address and functions of the members of the Board and principal activities performed by them outside the Issuer:

Names	Business Address	Function	Principal activities performed outside the Issuer
Emmanuel Vercoustre	203/205, rue Carnot 94138 Fontenay Sous Bois France	Chairman of the Board	Member of the Board of Directors and Executive Committee, Deputy CEO and Chief Financial Officer of AXA Bank Belgium
Philippe Colpin	203/205, rue Carnot 94138 Fontenay Sous Bois France	Chief Executive Officer and Director	N/A
Marie-Cecile Plessix	203/205, rue Carnot 94138 Fontenay Sous Bois France	Director	Chairman of the Executive Board (*Directoire*) - of AXA Banque
AXA S.A., represented by Mehdi Bribech	203/205, rue Carnot 94138 Fontenay Sous Bois France	Director	Head of Group Treasury of AXA S.A.
AXA Banque represented by Bruno Charlin	203/205, rue Carnot 94138 Fontenay Sous Bois France	Director	Head of Management Control, Refinancing, Treasury and ALM of AXA Banque

The Issuer identified no potential conflicts of interests between the duties to it by the members of the Board and their private interests and or other duties.

In application of Article L.511-97 of the French Monetary and Financial Code (*Code monétaire et financier*) and Article L.823-19 of the French Commercial code (*Code de commerce*), the Board set up a Risk and Audit

Committee which is in charge of *inter alia* (i) advising the Board on the Issuer's overall current and future risk appetite and strategy and assist in a risk oversight role, (ii) ensuring that the information provided is clear and assessing the relevance of the accounting methods used to prepare the individual accounts, and (iii) assessing the quality of internal control procedures, in particular whether the systems for measuring, monitoring and controlling risks are consistent, and recommending further actions where appropriate.

The management of the Issuer can thus be summarised by the following chart:

ORGANISATIONAL CHART AXA BANK EUROPE SCF				
Responsible managers	**Accounting Committee**	**Risk and Audit Committee**	**Appointments Committee**	**Remuneration Committee**
RAME Emmanuel	VERCOUSTRE Emmanuel (*Head of the committee*)	PLESSIX Marie-Cécile (*Head of the committee*)	VERCOUSTRE Emmanuel (*Head of the committee*)	VERCOUSTRE Emmanuel (*Head of the committee*)
COLPIN Philippe	PLESSIX Marie-Cécile	VERCOUSTRE Emmanuel	PLESSIX Marie-Cécile	COLPIN Philippe
STEMBERGER David	AXA SA (represented by Mehdi Bribech)	AXA SA (represented by Mehdi Bribech)	AXA SA (represented by Mehdi Bribech)	PLESSIX Marie-Cécile
				AXA SA (represented by Mehdi Bribech)
				AXA Banque (represented by Bruno Charlin)

Staff and Outsourcing Agreements

The Issuer has no employees or other resources. It depends upon other entities of the AXA group for the management of its operations and its technical administration which have been subcontracted to its parent company, AXA Bank Belgium and to another French credit institution belonging to the AXA group, AXA Banque, both acting in accordance with the instructions of the Board.

In this respect the Issuer has entered into two outsourcing services contracts (as amended from time to time): (i) a *contrat d'externalisation et de fourniture de services* with AXA Bank Belgium and AXA Banque (the "**Administrative Services Agreement**"), and (ii) a *convention de gestion* (in accordance with Article L.513-15 of the French Monetary and Financial Code (*Code monétaire et financier*)) with AXA Bank Belgium (the "**Management and Recovery Agreement**").

Administrative Services Agreement

The Administrative Services Agreement sets out the conditions under which AXA Bank Belgium and AXA Banque will provide services for the fulfilment of the regulatory obligations of the Issuer in its capacity as specialised credit institution subject to the legislative and regulatory provisions governing sociétés de crédit foncier, including in particular the accounting supervision (and in particular regulatory reporting), the legal and tax secretariat and the legal and tax assistance, the control of the risks, the permanent control, (including the compliance and the fight against money laundering) and, the periodic control in connection with the internal control.

Under the Administrative Services Agreement, the Issuer has also appointed AXA Bank Belgium as "**Administrator**", *i.e.* its agent to provide the Issuer with certain services in connection with the exercise of certain of its rights and the performance of certain of its obligations under the Facility Documents and the Purchase Documents (such as the preparation and sending, or the receipt, of all necessary documents and notifications – see "Relationship between AXA Bank Europe SCF and AXA Group entities – Facility Documents" and "Relationship between AXA Bank Europe SCF and AXA Group entities – Purchase Documents" for details).

Management and Recovery Agreement

Pursuant to Article L.513-15 of the French Monetary and Financial Code (*Code monétaire et financier*), AXA Bank Europe SCF has appointed AXA Bank Belgium to ensure the management (*gestion*) and recovery (*recouvrement*) of AXA Bank Europe SCF's assets.

AXA Bank Belgium directly or indirectly ensures the management of AXA Bank Europe SCF's assets, consisting of:

- claiming any sum owed by the debtors of the AXA Bank Europe SCF's assets pursuant to any contractual provision governing AXA Bank Europe SCF's assets;
- generally, managing the relationship with the debtors and any event related to the management of the AXA Bank Europe SCF's assets; and
- recovering of the AXA Bank Europe SCF's assets and ensuring the reception of the payments in relation to AXA Bank Europe SCF's assets on the relevant bank account of AXA Bank Europe SCF on each relevant payment date, pursuant to the provisions of the agreements in relation to AXA Bank Europe SCF's assets.

AXA Bank Belgium has also agreed to perform specific servicing taks in the context of the Facility Documents (see "Relationship between AXA Bank Europe SCF and AXA Group entities – Facility Documents – Collateral Servicing Agreement" for details) and the Purchase Documents (see "Relationship between AXA Bank Europe SCF and AXA Group entities – Purchase Documents –Servicing Agreement" for details). The Management and Recovery Agreement provides that the mandate given to AXA Bank Belgium under the Management and Recovery Agreement is whithout prejudice of AXA Bank Belgium's obligations *vis-à-vis* AXA Bank Europe SCF under the Collateral Servicing Agreement and the Servicing Agreement.

Compliance with the corporate governance regulations

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

Membership of professional organisation

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

Independent Auditors

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

The statutory auditors of the Issuer are Mazars at 61 rue Henri Régnault, 92400 Courbevoie and PricewaterhouseCoopers Audit at 63, rue de Villiers, 92200 Neuilly-sur-Seine.

Both entities are registered with the *Compagnie Nationale des Commissaires aux Comptes* (official statutory auditors' representative body) and subject to the authority of the *Haut Conseil du Commissariat aux Comptes* (French High Council of Statutory Auditors).

Specific controller (*Contrôleur spécifique*)

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

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

The specific controller (*contrôleur spécifique titulaire*) of the Issuer is Cailliau Dedouit et Associés represented by Mr. Laurent Brun and Mr. Remi Savournin as substitute specific controller (*contrôleur spécifique suppléant*) The mandates of the specific controller and the substitute specific controller will terminate on 31 December 2021.

Recent Events

AXA S.A. to sell AXA Bank Belgium (ABB) and enter into a long-term insurance distribution partnership with Crelan Bank

On 25 October 2019, AXA S.A. announced that it had entered into an agreement to sell its Belgian banking

operations, *i.e.*, ABB, to CrelanCo.

Under the terms of the share purchase agreement, AXA S.A. will sell 100 *per cent.* of the shares in ABB to CrelanCo for a total consideration of EUR 620,000,000, comprised of: (i) cash in an aggregate amount of EUR 540,000,000 (subject to price adjustment at closing); and (ii) the transfer to AXA Belgium of 100 *per cent.* of the shares in Crelan Insurance NV/SA, CrelanCo's insurance arm, which provides credit insurance in relation to loans originated by CrelanCo.

AXA S.A. and Crelan have agreed to enter into a long-term protection and casualty and mortgage, consumer and professional loan insurance distribution partnership, extending the existing partnership between ABB and AXA Belgium to the entire Crelan network.

Completion of the transaction is subject to customary conditions precedent, including receipt of relevant regulatory approvals.

CrelanCo intends to complete its purchase of ABB in 1st quarter 2021.

The COVID-19 pandemic

Since the end of the 2019 financial year, developments relating to the Covid-19 pandemic remain a significant source of uncertainty for the global economy.

See "I. Risk factors relating to the Issuer - 1. Risks relating to the Issuer's activities – A. Risks related to the Loans, the Collateral Security and the Loan Security - Impacts of the COVID-19 on the Issuer" for a description of the potential risks on the Issuer and see "Overview of the legislation and regulations relating to *sociétés de crédit foncier* and other legal issues - Specific measures for businesses and households in the context of Covid-19 in Belgium" of the Base Prospectus for a description of the measures taken by the Belgian Federal Government and the financial sector.

Mortgage Loan Sale Agreement - Waiver relating to the COVID-19 pandemic

Following the measures taken by the Belgian Federal Government and the financial sector in connection with the COVID-19 pandemic (see "Overview of the legislation and regulations relating to *sociétés de crédit foncier* and other legal issues - Specific measures for businesses and households in the context of Covid-19 in Belgium"), AXA Bank Europe SCF, as Purchaser under the Mortgage Loan Sale Agreement, has, in a consent and waiver request letter dated 7 May 2020, *inter alia* (i) acknowledged that AXA Bank Belgium, as Seller and Servicer under the Mortgage Loan Sale Agreement, might need to consent to variations of the terms or conditions of certain Loans, to the extent requested by a Debtor, in such a way that such Variations could potentially be qualified as a Non-Permitted Variation (the "**COVID19 Variations**"), (ii) approved the COVID19 Variations and confirmed they shall not constitute Non-Permitted Variations, and (iii) waived any right or benefit it may derive from any breach or default or any other relevant provision of the Mortgage Loan Sale Agreement but solely to the extent that such provisions would otherwise be breached or triggered as a result of the COVID19 Variations.

Issues of Series 31 notes, Series 32 notes, Series 33 notes, Series 34 notes, Series 35 notes and Series 36 notes

On 5 November 2020, the Issuer issued (i) €250,000,000 floating rate *obligations foncières* due 5 November 2025 extendible as floating rate *obligations foncières* up to 5 November 2026, (ii) €250,000,000 floating rate *obligations foncières* due 5 November 2026 extendible as floating rate *obligations foncières* up to 5 November 2027, (iii) €250,000,000 floating rate *obligations foncières* due 5 November 2027 extendible as floating rate *obligations foncières* up to 5 November 2028, (iv) €250,000,000 floating rate *obligations foncières* due 5 November 2028 extendible as floating rate *obligations foncières* up to 5 November 2029, (v) €250,000,000 floating rate *obligations foncières* due 5 November 2030 extendible as floating rate *obligations foncières* up to 5 November 2031 and (vi) €250,000,000 floating rate *obligations foncières* due 5 November 2032 extendible as floating rate *obligations foncières* up to 5 November 2033.

As of the date of this Base Prospectus, the Issuer has not issued long term debt securities since the date of the above issuances.

Issue of notes eligible as Additional Tier 1 Capital

On 28 October 2020, the Issuer isued €25,000,000 floating rate additional tier 1 undated deeply subordinated notes, the proceeds of which are treated for prudential purposes as additional tier 1 capital under CRR. For the avoidance of doubt, these notes were issued outside the Programme and do not benefit from the *Privilège* (priority of payments).

RELATIONSHIP BETWEEN AXA BANK EUROPE SCF AND AXA GROUP ENTITIES

General background

As mentioned and/or further described in "Risk factors relating to the Issuer's activities", "General Description of the Programme" and "Description of the Issuer", the Issuer has entered into several contracts with AXA Bank Belgium, its parent company, and AXA Banque, a French credit institution within the AXA group (as applicable). The main contracts entered into between the Issuer and such AXA group entities are further described below.

AXA Bank Belgium is a public limited liability company (*naamloze vennootschap/société anonyme)* incorporated under Belgian law on 27 August 1881 under the name of "Antwerpsche Hypotheekkas" (ANHYP) and is registered in the "Register of Legal Entities" of Brussels, Belgium, under number 404.476.835 with its registered office situated at 1, Place du Trône 1, 1000 Brussels, Belgium. AXA Bank Belgium is a Belgian credit institution supervised by the European Central Bank and a mortgage lender (*prêteur en credit hypothecaire/kredietgever in hypothecair krediet*) duly licensed by the Financial Services and Markets Authority (the "**FSMA**").

Words and expressions not defined below but defined in the section entitled "Glossary of Defined Terms" will have the same meaning when used below.

1. Facility Documents

The Facility Agreement, the Collateral Security Agreements, the Collateral Servicing Agreement, the Master Definitions and Construction Agreement and the Administrative Agreement are referred to as the "**Facility Documents**".

Facility Agreement

On 27 November 2017, AXA Bank Europe SCF (the "**Lender**") and AXA Bank Belgium (the "**Borrower**", the "**Administrator**" and the "**Facility Calculation Agent**") entered into a French law credit facility agreement (the "**Facility Agreement**") as amended from to time, setting out the general terms and conditions under which the Lender will make available advances (each an "**Advance**") to the Borrower in aggregate maximum amount of € 9,000,000,000 (the "**Facility Commitment**") for the purpose of financing the general financial needs of the Borrower.

Advances under the Facility Agreement

Pursuant to the Facility Agreement, the Borrower will send to the Administrator (with a copy to the Lender) a duly completed drawdown request (the "**Drawdown Request**") in respect of the Advance to be made available under the Facility Agreement. The Drawdown Request will include the principal amount requested, the contemplated utilisation date, the term and the interest basis (fixed or floating rate) requested of such Advance. Upon receipt of a Drawdown Request by the Administrator (with copy to the Lender), the Lender, together with the Administrator, will prepare the final terms of Advance (the "**Final Terms of Advance**").

The Borrower may (i) accept the terms and conditions of the Final Terms of Advance proposed by the Administrator and the Lender, in which case such Final Terms of Advance will be definitive between the Borrower and the Lender and an Advance will be made available according to such Final Terms of Advance, or (ii) refuse the terms and conditions of such Final Terms of Advance, in which case such Final Terms of Advance and the relevant Drawdown Request will be considered as null and void between the Borrower and the Lender.

The general terms and conditions regarding the calculation and the payment of principal and interest of any Advance under the Facility Agreement mirror, to the extent applicable, the Terms and Conditions of the Notes (see "Terms and Conditions of the Notes"). However, each Advance will not necessarily be financed by an issue of Notes under the Programme and the financial conditions of each Advance therefore will not necessarily mirror the financial conditions of each issue of Notes.

Representations, warranties and undertakings

The Borrower has made customary representations and warranties and undertakings to the Lender, the representations and warranties being given on the execution date of the Facility Agreement and continuing until all sums due by the Borrower under the Facility Agreement will have been repaid in full.

Main other terms

The Facility Agreement also provides for:

- customary tax gross-up provisions relating to payments to be made by the Borrower to the Lender under the Facility Agreement;
- customary tax indemnity provisions relating to any payment to be made by the Lender on account of tax on or in relation to any sum received or receivable under the Facility Agreement by the Lender from the Borrower or any liability in respect of any such payment is asserted, imposed, levied or assessed against the Lender;
- customary "increased costs" provisions;
- general financial information covenants and other customary covenants of the Borrower.

Events of Default

Each of the following events constitutes the occurrence of an event of default under the Facility Agreement (each, an "**Event of Default**"):

- the Borrower fails to pay any sum due under the Facility Agreement when due, in the currency and in the manner specified herein; provided, however, that where such non-payment is due to an administrative error or the failure of continuing external payment systems or clearing systems reasonably used by the Borrower and such payment is made by the Borrower within five (5) Business Days of such non-payment, such non-payment will not constitute an Event of Default;
- a Stop Payment Event;
- any material representation or warranty made by the Borrower, in the Facility Agreement or in any notice or other document, certificate or statement delivered by it pursuant hereto or in connection herewith is or proves to have been incorrect or misleading in any material respect when made, and the same is not remedied (if capable of remedy) within sixty (60) Business Days after the Administrator or the Lender has given notice thereof to the Borrower or (if sooner) the Borrower has knowledge of the same, provided that the Lender, at its discretion, certifies that it is prejudicial to the interest of the holders of the relevant Notes;
- the Borrower fails to comply with any of its obligations under the Facility Agreement or any other Facility Document unless such breach is capable of remedy and is remedied within thirty (30) Business Days after the Administrator or the Lender has given notice thereof to the Borrower or (if sooner) the Borrower has knowledge of the same, provided that the Lender, at its discretion, certifies that it is prejudicial to the interest of the holders of the relevant Notes;
- a Breach of Asset Cover Test occurs;
- as regards the Borrower, an Insolvency Event occurs;
- any effect, event or matter (regardless of its nature, cause or origin and in particular the commencement of any legal, administrative or other proceedings against the Borrower) occurs which is or could be reasonably expected to be materially adverse to (i) the financial or legal situation, assets, business or operations of the Borrower and (ii) the ability of the Borrower to perform its payment obligations or the financial covenants under any of the Programme Documents;
- at any time it is or becomes unlawful for the Borrower to perform or comply with any or all of its material obligations under the Facility Agreement or any of the material obligations of the Borrower under the Facility Agreement are not or cease to be legal, valid and binding; or
- the license of the Lender as a *société de crédit foncier* has been withdrawn by the *Autorité de contrôle prudentiel et de résolution* as a result of any failure by the Borrower to comply with any of its material obligations under the Facility Documents.

For the purpose hereof:

"**Insolvency Event**" means, with respect to AXA Bank Belgium, the occurrence of any of the following events:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) admits in writing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

(e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:

(i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

(ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

(f) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(g) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(h) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

(i) becomes subject of any resolution measure provided for under Book II, Title VIII of the Belgian Act of 25 April 2014 on the status and the supervision of credit institutions;

(j) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (i) above; or

(k) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"**Stop Payment Event**" means, in respect of the Cash Advance Agreement, the event where one or both of the following events occur and it has not been remedied on or before the twentieth (20th) calendar day immediately following the date on which such event occurred:

(a) AXA Bank Belgium fails to make a cash advance in accordance with the Cash Advance Agreement; and/or

(b) any of the Pre-Maturity Reserve or the Collection Loss Reserve is not funded up to the relevant required amount for each such reserve as set out in the Cash Advance Agreement,

provided that if an Insolvency Event occurs in respect of AXA Bank Belgium, such grace period shall not apply.

Upon the occurrence of an Event of Default, the Lender (by itself or represented by the Administrator or any representative, agent or expert on its behalf) will, by sending a written notice (an "**Enforcement Notice**") (such notice to constitute a *mise en demeure*) to the Borrower and the Administrator (with copy to Moody's France

S.A.S. ("**Moody's**"), (x) declare that (i) no further Advances will be available under the Facility Agreement, and (ii) the then outstanding Advances are immediately due and payable and (y) enforce the rights of the Lender under the Collateral Security Agreements for the repayment of any sum due by the Borrower under the Facility Agreement and not paid by the Borrower (whether at its contractual due date or upon acceleration). See "Collateral Security Agreements" below.

Broken funding indemnity – Borrower's indemnities

If, as a consequence of the occurrence of an Event of Default, the Lender receives or recovers all or any part of an Advance otherwise than as described or scheduled under the relevant Final Terms of Advance, the Borrower will pay to the Lender on demand an amount equal to the amount (if any) of the difference (if positive) between (x) the additional interest which would have been payable on the amount so received or recovered had such Event of Default not occurred, and (y) the amount of interest which the Lender reasonably determines would have been payable to the Lender on the last day of the term thereof in respect of a deposit equal to the amount so received or recovered placed by it with a prime bank for a period starting on the third (3rd) Business Day following the date of such receipt or recovery and ending on the last day of the term thereof.

The Borrower undertakes to indemnify the Lender against:

- any cost, claim, loss, expense (including legal fees) or liability (other than reasonable consequential losses including loss of profit), which it may (acting reasonably) sustain or incur as a consequence of the occurrence of any Event of Default or any default by the Borrower in the performance of any of the obligations expressed to be assumed by it in the Facility Agreement; and
- other than by reason of negligence or default by the Lender, any loss it may suffer or incur as a result of its funding or making arrangements to fund an Advance requested by the Borrower hereunder but not made by reason of the operation of any one or more of the provisions of the Facility Agreement.

Collateral Security Agreements

On 27 November 2017, AXA Bank Europe SCF (the "**Secured Party**") and AXA Bank Belgium (the "**Pledgor**", the Administrator and the Facility Calculation Agent) entered into (i) a collateral security agreement governed by French law (as amended from time to time) (the "**French Collateral Security Agreement**") and (ii) a collateral security agreement governed by Belgian law (as amended from time to time) (the "**Belgian Collateral Security Agreement**" and together with the French Collateral Security Agreement, the "**Collateral Security Agreements**").

Collateral Security Agreements

In order to preserve and maintain the effectiveness of the rights of AXA Bank Europe SCF under the Facility Documents *vis-à-vis* AXA Bank Belgium (*i.e.* a credit institution incorporated under Belgian law), the Collateral Security Agreements provide that:

- the Collateral Security Assets pledged under the French Collateral Security Agreement will be pledged simultaneously under the Belgian Collateral Security Agreement in order to secure the Secured Liabilities (as defined below);
- in the event of an Event of Default:
  - in the event of any conflict between the provisions of the French Collateral Security Agreement and the Belgian Collateral Security Agreement in relation to any security interest granted in respect of any Collateral Security Assets (as defined below), the provisions of the French Collateral Security Agreement will prevail in relation to the Collateral Security Assets;
  - the Secured Party will only take actions under the Belgian Collateral Security Agreement to the extent that any enforcement action under the French Collateral Security Agreement has been ineffective for any reason and an Insolvency Event has occurred as regards the Pledgor; and
  - the Secured Party may only enforce the Collateral Security under the Belgian Collateral Security Agreement in case of an Insolvency Event with respect to the Pledgor.

The pledge granted by the Pledgor over Collateral Security Assets in favour of the Secured Party under the French Collateral Security Agreement will be granted, and, as the case may be, enforced, in accordance with the provisions of Articles L.211-38 *et seq.* of the French Monetary and Financial Code (*Code monétaire et financier*) implementing the Collateral Directive.

The pledge granted by the Pledgor over Collateral Security Assets in favour of the Secured Party under the Belgian Collateral Security Agreement will be granted, and, as the case may be, enforced, in accordance with the Belgian

Financial Collateral Act implementing the Collateral Directive.

Secured Liabilities

Pursuant to the Collateral Security Agreements, in order to secure the payment of all and any amounts (whether in principal, interest, fees, indemnities or guarantees) owed by the Pledgor under the Programme Documents, whether present or future (the "**Secured Liabilities**"), the Pledgor hereby undertakes to, from time to time, pledge Eligible Collateral Assets (as defined below) to the benefit of the Secured Party, in its capacity as Lender under the Facility Agreement (the "**Collateral Security**").

The Eligible Collateral Assets pledged by the Pledgor in favour of the Secured Party under the Collateral Security Agreements will be each referred to as a "**Collateral Security Asset**".

The Secured Liabilities constitute financial obligations, i.e. *obligations financières* within the meaning of Article L.211-36 of the French Monetary and Financial Code (*Code monétaire et financier*) under the French Collateral Security Agreement and *bankvorderingen* within the meaning of Article 4, §1, 3° of the Belgian Financial Collateral Act under the Belgian Collateral Security Agreement.

The Collateral Security secures all the Secured Liabilities taken as a whole so that there is no segregation between the Collateral Security Assets depending on, notably, the Collateral Effective Date on which they are pledged.

Eligible Collateral Assets

Each Eligible Collateral Asset pledged as Collateral Security pursuant to the Collateral Security Agreements will, at the relevant Collateral Effective Date or at any other date specified in the Collateral Security Agreements, arise from an "**Eligible Collateral Asset**" which meets the requirements of the legal framework applicable to *sociétés de crédit foncier* (see "Overview of the legislation and regulations relating to *sociétés de crédit foncier* – Eligible receivables") and complies with all the following cumulative eligibility criteria (the "**Eligibility Criteria**"):

(a) each Loan has been granted with respect to real property located solely in Belgium;

(b) no Loan has an origination date prior to 1 January 1995;

(c) each Loan was granted by the Pledgor as a loan secured by a Mortgaged Property;

(d) no Loan qualifies as a Defaulted Loan or as a Delinquent Loan in arrears for more than one month;

(e) the proceeds of each Loan have been fully released and the Pledgor has no further obligation to release further funds relating to the Loan, subject to subparagraph (f) below;

(f) each uncancelled amount of principal of the Construction Loan has been fully disbursed by the Pledgor to the Debtor;

(g) none of the Loans relate to a bridge loan (*overbruggingskredieten/crédits soudure*), a bullet loan with principal payments due only on maturity date (so-called bullet loans) or are temporary credit facilities (*tijdelijke kredietopeningen/ouverture de crédit temporaire*);

(h) none of the Loans relate to reconstitution loans or any types of loans where repayments are organised under so-called “TAK-21” or “TAK-23” schemes;

(i) each Loan is secured by a Mortgage and each Mortgage relates to real property;

(j) in relation to each Mortgaged Property, each Mortgage (which at the Collateral Effective Date has been registered at the Mortgage Registration Office) is a first-ranking mortgage, ranking in priority to any other mortgage or security interest given in favour of it or any third party, except:

(i) for lower ranking Mortgages on a property if the Pledgor also holds the first ranking Mortgage(s) and such Mortgage(s) is/are also pledged to the Secured Party pursuant to the Collateral Security Agreements, including each of the following:

  (i) either any Mortgage in respect of Loans transferred and which are ancillary to such Loan as they are secured by the same All Sums Mortgage;

  (ii) or any Mortgage granted by a Debtor in respect of another Loan to amongst others another Debtor which are pledged at the same time; and

  (iii) in relation to properties mortgaged as an Additional Security;

(k) in respect of each Mortgage, there is no other liability of the relevant Debtor which is secured by such Mortgage that exists or is outstanding (excluding interest accrued on the Loan but not due on the Collateral Effective Date and any Default Interest for Loans up to maximum one month in arrears) other than:

(i) the Loan (including principal and interest) or, should there be more than one residential mortgage loan extended to such Debtor on the relevant Collateral Effective Date, such Loans to be pledged to the Secured Party (it being understood that the Pledgor may retain loans other than residential mortgage loans (such as consumer loans) secured by the same Mortgage);

(ii) any Further Loan which may be made if such Mortgage is an All Sums Mortgage; and

(iii) costs, fees, and expenses in respect of the Loan(s), any Further Loan or the relevant Mortgage;

(l) as at the date of origination of each Loan, the Pledgor acting as original lender in its own name has instructed each Debtor to insure:

(i) the relevant Mortgaged Property under a home owners' Hazard Insurance Policy against all risks usually covered by a comprehensive Hazard Insurance Policy and the amount to be insured is not less than the full replacement value;

(ii) the Loan under a Life Insurance Policy, such Life Insurance Policy being collateral security to it for each such Loan;

(m) both interest and principal on each Loan is payable by way of monthly instalments;

(n) each Loan is denominated exclusively in euro;

(o) the aggregate of the Outstanding Balance of all Loans which are covered by the same Mortgage is lower than EUR 480,000 or any other amount as allowed by the law applicable to a société de crédit foncier within the meaning of Articles L. 513-2 *et seq*. of the French Monetary and Financial Code (*Code monétaire et financier*);

(p) each Loan has:

(i) a CLTCV (whereby the outstanding balance in the calculation of the current loan amount and the current value was obtained by indexation) equal to or less than 100 %;

Where, "**CLTCV**" means the ratio of current loan to current value, which is calculated as:

(a) the current balance of the Loans of a Debtor, for the purpose of this calculation increased by the current balance of other loans as existed before the relevant Collateral Effective Date or Purchase Date (as applicable), as relevant, divided by:

(b) the Current Property Values indexed to the relevant Collateral Effective Date or Purchase Date (as applicable), as relevant, less any mortgage inscription amounts held by a third party that rank higher in priority to the mortgage inscriptions granted to AXA Bank Belgium.

(ii) a CLTM equal to or less than 200%;

Where, "**CLTM**" means current loan to mortgage inscription, which is calculated as:

(a) the current balance of the Loans of a Debtor, for the purpose of this calculation increased by the current balance of other loans as existed before the relevant Collateral Effective Date or Purchase Date (as applicable), divided by:

(b) the sum of the first and any subsequent ranking mortgage inscriptions granted to AXA Bank Belgium (for avoidance of doubt, mortgage mandates are excluded);

(q) none of the Loans has been granted to a Debtor that is an employee of the Pledgor;

(r) none of the Loans relate to loans granted with the benefit of a guarantee extended by the Walloon Region under the applicable housing promotion programme for building or acquiring houses by young persons (the *Prêts Jeunes*, in application of the Decree of the Walloon Government on 20 July 2000 determining the conditions to intervene for the benefit of young people obtaining a mortgage credit) or otherwise benefits from any incentive schemes set up by the Walloon Government;

(s) none of the Loans relate to "harmonica" loans which are loans with a maturity extension possibility without the possibility to increase the monthly instalment (possibility to increase the maturity date, but

not the monthly instalment up to a certain predefined maximum maturity date whereby any residual amounts outstanding at such date will be waived (in favour of the relevant Debtor));

(t) each Loan has an initial maturity equal to or less than thirty (30) years;

(u) for each Loan at least 1 instalments have been paid by the Debtor;

(v) only Loans that are granted for properties that are used only for residential purpose (mixed property are excluded);

(w) the DTI of any Loan cannot be higher than 60 %;

(x) no Loan will have been granted to a Debtor with an unknown profession;

(y) only loans in annuities; and

(z) none of the Loans are forborne exposures within the meaning of the Technical Standards on Supervisory reporting on forbearance and non-performing exposures under Article 99(4) of Regulation (EU) No 575/2013.

If it is confirmed that a relevant Collateral Security Asset ceases to comply with any of the Eligibility Criteria (each, an "**Ineligible Collateral Asset**"), any Collateral Security pledged as Collateral Security under such Ineligible Collateral Asset will account for zero for the purpose of calculation of the Asset Cover Test on the relevant Asset Cover Test Date (see "Collateral Security Agreements - Asset Cover Test – Calculation of Asset Cover Ratio" below). In addition, the Pledgor may request that such Ineligible Collateral Assets be released from the scope of the Collateral Security.

The Eligibility Criteria may be amended from time to time subject to prior notification to Moody's.

For the purpose hereof:

"**Additional Security**" means, with regard to any Loan, all claims, whether contractual or in tort, against any Insurance Company, notary public, mortgage registrar, public administration, property expert, broker or any other person in connection with such Loans or the related Mortgaged Property or Loan Security or in connection with AXA Bank Belgium's decision to grant such Loans and in general, any other security or guarantee other than the Loan Security created or existing in favour of AXA Bank Belgium as security for a Loan.

"**Collateral Effective Date**" means, with respect to each Eligible Collateral Asset to be pledged as Collateral Security under the Collateral Security Agreements, the calendar day upon which such Eligible Collateral Asset shall have been notified by the relevant party as being effectively pledged as Collateral Security subject to, and in accordance with, the relevant terms of the Collateral Security Agreements.

"**Construction Loan**" means any loan originated by AXA Bank Belgium the proceeds of which are intended to construct or renovate residential property located in Belgium and the proceeds of which have been fully released to the Debtor on the relevant Collateral Effective Date or Purchase Date (as applicable).

"**Current Property Value**" means the property value after indexation based on figures as provided by property expert Stadim CVBA, with its registered office at Uitbreidingstraat 10-16, 2600 Antwerp.

"**Debtor**" means a borrower under any Loan.

"**Default Interest**" means default interest under any Loan.

"**Defaulted Loan**" means a Loan which is either (i) in arrears for more than 180 days or (ii) which has been accelerated and in relation to which foreclosure procedures have commenced.

"**Delinquent Loan**" means a Loan in arrears and for as long as it has not become a Defaulted Loan.

"**DTI**" means the ratio expressing the relation of the monthly debt (mortgage and non-financial debt, consumer loans, etc…) burden to the monthly income, in both cases after taxes.

"**Further Loan**" means any loan (*i.e.* a mortgage loan or a consumer loan, as the case may be) originated by AXA Bank Belgium after any Collateral Effective Date or Purchase Date (as applicable) that is covered by the same All Sums Mortgage as a Loan.

"**Hazard Insurance**" or "**Hazard Insurance Policy**" means an insurance policy covering fire and/or kindred perils in respect of the Mortgaged Property.

"**Insurance**" or "**Insurance Polic(y)(ies)**" means any and all Hazard Insurance Polic(y)(ies) or Life Insurance Polic(y)(ies)(s) in so far as it relates to any Loans.

"**Insurance Company**" means any insurance company granting a Hazard Insurance (in respect of a Mortgaged Property) or a Life Insurance (in respect of a Loan).

"**Life Insurance**" or "**Life Insurance Policy**" means an insurance policy which provides for the payment of a fixed amount for repayment of the Outstanding Balance of the relevant Loan upon the death of a Debtor.

"**Loan(s)**" means any loan receivables secured by a mortgage on a property situated in Belgium.

"**Loan Security**" means in respect of any Loan, any Mortgage(s) or mortgage mandate(s) and all rights, title, interest and benefit relating to any payments under Insurance Policies, any guarantee provided for such Loan, any assignment of salaries (*loonsoverdracht*/*cession délégation de salaire*) that the Debtor may earn and any other type of Security granted in respect of the Loan.

"**Mortgage**" means mortgage (*hypotheek*/*hypothèque*) as such term is construed under Belgian law.

"**Mortgaged Property**" means a real property located in Belgium over which there is a Mortgage securing a Loan.

"**Mortgage Registration Office**" means the office (*hypotheekkantoor*/*bureau des hypothèques*) where mortgages are or, are to be, registered in accordance with the Belgian Mortgage Act.

"**Outstanding Balance**" means the balance of a Loan outstanding at a particular time (and in respect of a Defaulted Loan, as of the time such Loan has become defaulted).

Pledge

The Collateral Security will be constituted by a pledge of Eligible Collateral Assets for an amount at least equal to the amount required for the calculation of the Asset Cover Test (see "Collateral Security Agreements - Asset Cover Test – Calculation of Asset Cover Ratio" below), such pledge being established and enforceable against third parties without any formality. The pledge:

(i) will be constituted by the identification of the Collateral Security Assets in the relevant Pledge Certificate delivered to the Secured Party; and

(ii) will result from the control (*contrôle*) by the Secured Party (or any person acting on its behalf) over the Collateral Security Assets resulting from:

(1) the provisions under the Collateral Security Agreements and in particular (i) the possibility to obtain partial releases only if specifically authorised to do so by the Secured Party in accordance with the Collateral Security Agreements and (iii) the notification and enforcement rights of the Secured Party under the Collateral Security Agreements (see "Collateral Security Agreements - Notification Events" and "Collateral Security Agreements - Enforcement" below); and

(2) the Collateral Servicing Agreement (see "Collateral Servicing Agreement" below).

Any Collateral Security Asset pledged subject to, and in accordance with, the Collateral Security Agreements will automatically form part of the Collateral Security until its final release and discharge, but without prejudice to partial releases and/or substitutions with respect to the relevant Collateral Security Assets in accordance with, and subject to, the provisions of the Collateral Security Agreements.

The Pledgor will remain the owner of the Collateral Security Assets and the Collateral Security will not entail any transfer of title with respect to the relevant assets until enforcement.

For the purpose hereof:

"**Pledge Certificate**" means the pledge certificate delivered by the Pledgor to the Secured Party on the relevant Collateral Effective Date containing a description and identification of the Eligible Collateral Assets that are pledged on such date and certifying, in particular, that such Eligible Collateral Assets to be pledged qualify as Eligible Collateral Assets.

Asset Cover Test – Calculation of Asset Cover Ratio

In addition to the statutory cover ratio which the Issuer is required to comply with as a *société de crédit foncier* (see "Overview of the legislation and regulations relating to *sociétés de crédit foncier* – Cover ratio"), the Facility Calculation Agent will carry out a test (the "**Asset Cover Test**") on each Asset Cover Test Date to ensure that the amount of Collateral Security required pursuant to the Collateral Security Agreements is in place. For the purpose of the Asset Cover Test, the Facility Calculation Agent shall apply the following ratio (the "**Asset Cover Ratio**"):

$ACSAy / (\sum (1+OC\%i) * Advancei)$

whereby:

"**ACSA**" means the Aggregate Collateral Security Amount;

"**OC%**" means the Contractual Overcollateralisation Percentage; and

"**i**" means each of the Advances outstanding on any Asset Cover Test Date.

For the purpose hereof:

"**Asset Cover Test Date**" means, in respect of the Collateral Security Agreements, the 7th Business Day of each calendar month and each issuance date of a Series or a Tranche of Notes; by way of exception to the foregoing, the first Asset Cover Ratio Test Date shall be the 7th Business Day of the calendar month occurring after an initial Advance is made pursuant to, and subject, the terms and conditions of the Facility Agreement;

"**Aggregate Collateral Security Amount**" means, on any Asset Cover Test Date the sum of the Collateral Security Asset Net Values.

"**Collateral Security Asset Net Values**" means the net asset value of the Collateral Security Assets as determined in accordance with the French legal framework applicable to *sociétés de crédit foncier*, and in particular Article R.513-1 of the French Monetary and Financial Code (*Code monétaire et financier*).

"**Contractual Overcollateralisation Percentage**" means the percentage of contractual overcollateralisation to be agreed between the Pledgor and the Secured Party in accordance with the Collateral Security Agreements, being specified that the Pledgor and the Secured Party may agree to increase such percentage pursuant to the Collateral Security Agreements.

Asset Cover Test – Non-Compliance with Asset Cover Test

Non-compliance with Asset Cover Test (the "**Non-Compliance with Asset Cover Test**") would result from the Asset Cover Test Ratio being less than one (1).

Asset Cover Test – Remedies in case of Non-Compliance with Asset Cover Test

Upon Non-Compliance with Asset Cover Test on any Asset Cover Test Date, the Pledgor will:

(i) pledge additional Eligible Collateral Assets as Collateral Security; and/or

(ii) request a substitution of Eligible Collateral Assets from the Collateral Security;

in each case, as necessary to cure such Non-Compliance with Asset Cover Test.

Asset Cover Test – Breach of Asset Cover Test

The failure by the Borrower to cure a Non-Compliance with Asset Cover Test which has occurred on any Asset Cover Test Date prior to the next following Asset Cover Test Date will constitute a breach of Asset Cover Test (a "**Breach of Asset Cover Test**") within the meaning of the Collateral Security Agreements. The Facility Calculation Agent will inform promptly the Secured Party and the Pledgor (with a copy to Moody's if so requested by Moody's) of its calculation of the Asset Cover Ratio and, if applicable, the occurrence of a Breach of Asset Cover Test.

A Breach of Asset Cover Test constitutes the occurrence of an Event of Default under the Facility Agreement (see "Facility Agreement - Events of Default" above).

Representations, warranties and undertakings

The Pledgor has made customary representations, warranties and undertakings in favour of the Secured Party, such representations and warranties being given on the execution date of the Collateral Security Agreement and continuing until satisfaction in full of the Secured Liabilities.

Notification Events

The Secured Party acknowledges and agrees that it will not give notice to any Debtor of the pledge to the Secured Party of the Collateral Security Assets until and unless:

(a) the occurrence of a Notification Event; or

(b) an attachment or similar claim in respect of any Collateral Security Asset is received, in which case notice will be given only to the relevant Debtor of the Collateral Security Asset concerned.

The following events or circumstance shall constitute a "**Notification Event**" under the Facility Documents:

(a) the occurrence of Servicing Termination Event (see "Facility Documents - Replacement and termination of appointment of the Servicer - Termination in case of a Servicing Termination Event" below); or

(b) the Secured Party is required to serve a notice of pledge by an order of any court or supervisory authority; or

(c) whether as a reason of a change in law (or case law) or for any other reason (such as when it becomes necessary as a result of a change of law), to protect the interests of the Secured Party to record the pledge by way of marginal notation (*kantmelding*/*mention marginale*) and to the extent notified thereof by the Servicer or the Secured Party reasonably considers it necessary to protect its interests over the Collateral Security Assets, Loans, the Loan Security or the Additional Security to do so, and serves notice on the Secured Party to such effect (setting out its reasons therefore); or

(d) the Pledgor fails in any material respect to duly perform, or comply with, any of its obligations under the Collateral Security Agreements or under any of the other Facility Documents to which it is a party and such failure, if capable of being remedied, is not remedied within ten (10) Business Days after notice thereof; or

(e) any representation, warranty or statement made or deemed to be made by the Pledgor under any of the Facility Documents to which it is a party or in any notice or other document, certificate or statement delivered by it pursuant thereto proves to have been, and continues to be after the expiration of any applicable grace period, untrue or incorrect in any material respect, save for any breach of representations and warranties relating to a Collateral Security Asset which is, following such breach, substituted; or

(f) the Pledgor :

a. has taken any corporate action or any steps have been taken or legal proceedings have been instituted or threatened against it for its dissolution (*ontbinding/dissolution*) and liquidation (*vereffening*/*liquidation*); or

b. has become subject to emergency regulations (*noodregeling/mesure d'urgence*) or, if applicable, applies for or is granted a suspension of payments (*opschorting van betaling/surséance des paiments*); or

c. applies for its bankruptcy or is declared bankrupt (f*ailliet verklaard/declaré en faillite*) or any steps have been taken for the appointment of a receiver or a similar officer of it or of any or all of its assets; or

(g) it becomes unlawful for the Pledgor to perform all or a material part of its obligations under the Facility Documents in such a manner that this would have a material adverse effect on its ability to perform such obligations; or

(h) an Enforcement Notice is served by the Secured Party as a result of an Event of Default.

Following a Notification Event, the Pledgor will give notice of the pledge to the Secured Party of any Collateral Security Asset, to each of the following and to the extent applicable:

(a) the Servicer;

(b) the Debtors;

(c) any notary public, mortgage registrar, public administration, property expert, broker or other person referred to in the definition of Additional Security;

(d) any provider of Loan Security;

(e) the Insurance Company providing the Life Insurance Policy;

(f) the CKP (*Centrale voor Kredieten aan Particulieren/Centrale des crédits aux particuliers*);

(g) the Insurance Company providing the Hazard Insurance Policy; and

(h) Moody's.

Enforcement

Upon the service by the Secured Party (by itself or represented by the Administrator or any representative, agent or expert on its behalf) to the Pledgor of an Enforcement Notice subject to, and in accordance with, the relevant terms of the Facility Agreement following the occurrence of an Event of Default:

(a) all rights of title, discretions, benefits and other rights with respect to any and all Collateral Security Assets will be immediately transferred to the Secured Party, without the need for any *mise en demeure/ingebrekestelling* and/or without formality whatsoever; and

(b) the Secured Party (by itself or represented by the Administrator or any representative, agent or expert on its behalf) will be entitled to, in particular, without limitation:

    (i) appoint a substitute servicer to carry out the servicing of the Collateral Security Assets in its name and on its behalf subject to, and in accordance with, the terms of the Collateral Servicing Agreement;

    (ii) notify or instruct the substitute servicer to notify any Debtor of the pledge and the transfer of any Collateral Security Asset made to its benefit in accordance with the provisions of Collateral Security Agreements (see "Collateral Security Agreements – Notification Events" above);

    (iii) exercise all its rights, discretions, privileges and remedies under the Collateral Security Assets, or any related Contract Records and related documents, including, without formality whatsoever, all rights of title, all discretions, benefits and all other rights in relation to any right, privilege, guarantee or security interest (*droit accessoire, privilège, garantie ou sûreté*) ancillary or as the case may be attached to such Collateral Security Assets whatever the value of the Collateral Security Assets at the time of the service of the Enforcement Notice and will be entitled to dispose of, transfer, sale or cause to be sold, any or all of the Collateral Security Assets, but subject to the repayment claim (*créance de restitution*) of the Pledgor against the Secured Party.

The Pledgor will no longer be entitled to service or cause to be serviced the Collateral Security Assets and will refrain from taking any action whatsoever in connection with the Collateral Security Assets or *vis-à-vis* the Debtors, except upon the prior written instructions of the Secured Party or any representative, agent or expert acting on the Secured Party's behalf.

Upon the instructions of the Secured Party, the Pledgor will:

(i) grant the Secured Party reasonable access to its facilities, premises, computer and/or software systems; and

(ii) take all steps and do all things and cooperate in good faith to enable the substitute servicer to take over its duties in such capacity.

No right of the Secured Party to enforce the Collateral Security will be in any manner affected or limited by any Insolvency Event with respect to the Pledgor or any of its assets, pursuant to Article L.211-40 of the French Monetary and Financial Code (*Code monétaire et financier*) and Article 9/1 of the Belgian Financial Collateral Act.

For the purpose hereof:

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

"**Collection Account**" means any and all bank accounts opened in the name of AXA Bank Belgium to collect interest and principal paid under the Loans.

"**Contract Records**" means:

(a) the computer and manual records, files, internal data, books and all other information (including information stored in information systems) related to the Loans or the Loan Security, together with the Asset Contractual Documentation and other documents evidencing title of the relevant entity to such assets; and

(b) the records, files, internal data, computer systems and all other information related to the Collection Accounts and the operation of the same.

Collateral Servicing Agreement

On 27 November 2017, AXA Bank Europe SCF (as the Secured Party) and AXA Bank Belgium (the "**Servicer**", as the Administrator and the Facility Calculation Agent) entered into a French law collateral servicing agreement (the "**Collateral Servicing Agreement**") as amended from time to time, setting out the general terms and conditions under which (i) the Secured Party appoints the Servicer in relation to the servicing, management and recovery of the Collateral Security Assets and (ii) the Servicer exercises the control (*contrôle*) over such Collateral Security Assets on the behalf of the Secured Party.

Appointment of Servicer

Until any replacement or termination pursuant to the Collateral Servicing Agreement (see "Collateral Servicing Agreement - Replacement and termination of appointment"), the Secured Party has appointed the Servicer as its agent to provide the Services (see "Collateral Servicing Agreement - Services performed under the Collateral Servicing Agreement"), including, but not limited to, the servicing, management and recovery of the Collateral Security Assets which will include the administration of the Loans, the relating Loan Security and Additional Security.

The Servicer will perform the servicing, management and recovery of the Collateral Security Assets in accordance with applicable laws and the provisions of the Collateral Servicing Agreement, devoting the same amount of time and attention to, and exercising at least the same level of skill, care and diligence in, the performance of the Services as for the servicing, management and recovery of its assets not being the subject of the Collateral Security Assets.

Services performed under the Collateral Servicing Agreement

The Servicer will perform the following services (the "**Services**") under the Collateral Servicing Agreement (most importantly):

(a) keep and maintain records for the purposes of identifying amounts of interest, principal (as principal repayments, prepayments, paid-in arrears, principal recoveries, repurchase receipts), Prepayment Penalties and Default Interest paid by the Debtors and any amount of interest or principal or any other sums due from the Debtors in respect of the Collateral Security Assets;

(b) identify and individualise each and every Collateral Security Asset, so that each Collateral Security Asset may be sufficiently identified (*identifié*) at any time as from their relevant Collateral Effective Date;

(c) consent to a requested variation, amendment or waiver of the terms or conditions of, or in relation to, a Loan or any rights in relation thereto (a "**Variation**") provided that certain conditions are met such as the following: (i) the Variation will not provide for a full or partial release of the Mortgage, (ii) the Variation will not provide for a reduction of the Outstanding Balance of the Loan otherwise than as a result of an effective payment of principal, (iii) the Variation will not provide for any non-contractual maturity extensions on Loans, (iv) the Variation will not provide for any change in the fixed interest rate in respect of a Loan, (v) the Variation will not imply that the Loan would no longer comply with the Eligibility Criteria (a "**Permitted Variation**");

(d) procure that (i) all collections of interest, principal, Prepayment Penalties, Default Interest and any other amounts relating to the Collateral Security Assets are credited directly into the Collection Account (or, following any replacement or termination of the Servicer, the replacing collection account in the name of the Substitute Servicer) and (ii) all payments of interest, principal, Prepayment Penalties and Default Interest and any other amounts made by Debtors in respect of the Collateral Security Assets will be paid into the Collection Account in the name of the Servicer (or, following any replacement or termination of the Servicer, the replacing collection account in the name of the Substitute Servicer); and

(e) take all steps and execute all documents necessary or desirable to maintain the Collateral Security Asset for the whole term of such Collateral Security Asset, including a renewal of the registration of the relevant Mortgage (*inschrijving/inscription*), any costs associated with such maintenance or renewal being paid by the Debtor or the Servicer as the case may be.

For the purpose hereof:

"**Prepayment**" means any voluntary payment of principal on any Loan prior to its scheduled due date in accordance with the provisions for prepayments provided for in the relevant Loan Documents.

"**Prepayment Penalty**" means, in respect of the Collateral Security Agreements, any penalty due in the event of a Prepayment.

The Services will constitute servicing instructions of the Secured Party to the Servicer and the Servicer undertakes that no change will be made to the Services without the Secured Party's prior consent in a way that would not prejudice the rights of the Secured Party under the Collateral Security or the Collateral Security Assets.

Asset Report

The Servicer will provide the Secured Party with:

(a) no later than 5.00 pm on each Asset Cover Ratio Test Date, an up-to-date report (the "**Asset Report**") as at the first Business Day of the calendar month immediately preceding such Asset Cover Ratio Test Date;

(b) no later than 5.00 pm on each Collateral Effective Date, an Asset Report up-to-date as of the 5th Business Day before such Collateral Effective Date, but only including the relevant data and information with respect to the Collateral Security Assets to be pledged as Collateral Security on such Collateral Effective Date in accordance with the Collateral Security Agreements;

(c) promptly upon the request of the Secured Party while an Event of Default has occurred, an Asset Report up-to-date as at the date which will have been specified in such request; and

(d) at any time and to control compliance under the Collateral Servicing Agreement or for any audit purposes, such additional information as any Finance Party may reasonably require with prior reasonable notice (except upon the occurrence of an Event of Default where such notice is not required) in connection with any Asset Report, the Collateral Security Assets.

Maintenance of Contract Records

The Servicer will keep all Contract Records in a secure place and will maintain an adequate form of such records as is necessary to service and enforce each Collateral Security Assets therefore. The Servicer will keep (or procure that the holder thereof will keep) the Contract Records in such a way (either manually or electronically) that they can be clearly distinguished from the documents, files and records relating to other non-pledged loans and any other loans in respect of which the Servicer is the servicer.

Inspection and audit of Contract Records

Subject to giving prior reasonable notice (except upon the occurrence of a Notification Event where such notice is not required) the Secured Party or any of its representative, agent or expert acting on its behalf may inspect or audit all or any part of the Contract Records, take copies thereof (subject to all applicable laws including (but without limitation) the Pledgor's duties of confidentiality and the applicable legislation on privacy and data protection) and be provided with such information as it may reasonably require in connection with the Collateral Security Assets for the purpose of satisfying itself as to whether such assets are Eligible Collateral Assets and as to the level of compliance with the tests and limits contained herein.

Access to premises

The Servicer will permit the Secured Party or any of its representative, agent or expert acting on its behalf, upon prior reasonable notice, full access to any premises where the Contract Records may be kept as may be reasonable for a lender to require with a view to verifying compliance with the terms of the Collateral Servicing Agreement and safeguarding the Secured Party's exposure under the same or for any audit purposes. Any such access to premises will only take place during the normal business hours of the Servicer. No such restriction will apply upon the occurrence of a Notification Event.

Replacement and termination of appointment

Replacement and termination of appointment – Termination by the Secured Party

The Secured Party may terminate the appointment of the Servicer under the Collateral Servicing Agreement for any reason and at any time upon the giving of not less than thirty (30) Business Days' notice of such termination, it being understood that the Servicer will continue to properly perform the Services for as long as no Substitute Servicer has effectively been appointed by the Secured Party (unless the Secured Party has elected to perform the Services itself).

Replacement and termination of appointment – Replacement in case of a Servicer Rating Trigger Event

If a Servicer Rating Trigger Event occurs which would have a negative impact on the then rating of outstanding Series of Notes at the time of such Servicer Rating Trigger Event, within thirty (30) Business Days of such occurrence, the Administrator will notify the Secured Party in writing of the occurrence of such event and then, within thirty (30) Business Days of such occurrence, the Secured Party and the Servicer will use reasonable endeavours to appoint a new servicer (whose long-term senior unsecured, unsubordinated and unguaranteed debt obligations (if rated) are rated at least Baa3 by Moody's), in replacement of the Servicer to provide the Services in respect of the Collateral Security Assets, it being understood that the Servicer will continue to properly perform the Services for as long as no substitute servicer has effectively been appointed by the Secured Party (unless the Secured Party has elected to perform the Services itself).

For the purpose hereof:

"**Servicer Rating Trigger Event**" means the long-term senior unsecured, unsubordinated and unguaranteed debt obligations of the Servicer is rated below Baa3 by Moody's or is not rated.

Replacement and termination of appointment of the Servicer - Termination in case of a Servicing Termination Event

If any of the following events (each a "**Servicing Termination Event**") occurs:

(a) the Servicer fails to pay any sum due under the Collateral Servicing Agreement when due, in the currency and in the manner specified herein; provided, however, that where such non-payment is due to an

administrative error or the failure of continuing external payment systems or clearing systems reasonably used by the Servicer and such payment is made by the Servicer within five (5) Business Days of such non-payment, such non-payment will not constitute a Servicing Termination Event;

(b) any material representation or warranty made by the Servicer, in the Collateral Servicing Agreement or in any notice or other document, certificate or statement delivered by it pursuant hereto or in connection herewith is or proves to have been incorrect or misleading in any material respect when made, and the same is not remedied (if capable of remedy) within sixty (60) Business Days after the Administrator or the Secured Party has given notice thereof to the Servicer or (if sooner) the Servicer has knowledge of the same, provided that the Secured Party, at its discretion, certifies that it is prejudicial to the interest of the holders of the relevant Notes;

(c) the Servicer fails to comply with any of its obligations under the Collateral Servicing Agreement unless such breach is capable of remedy and is remedied within thirty (30) Business Days after the Administrator or the Secured Party has given notice thereof to the Servicer or (if sooner) the Servicer has knowledge of the same, provided that the Servicer, at its discretion, certifies that it is prejudicial to the interest of the holders of the relevant Notes;

(d) as regards the Servicer, an Insolvency Event occurs;

(e) any effect, event or matter (regardless of its nature, cause or origin and in particular the commencement of any legal, administrative or other proceedings against the Servicer) occurs which is or could be reasonably expected to be materially adverse to (i) the financial or legal situation, assets, business or operations of the Servicer and (ii) the ability of the Servicer to perform its payment obligations or the financial covenants under any of the Facility Documents;

(f) at any time it is or becomes unlawful for the Servicer to perform or comply with any or all of its material obligations under the Collateral Servicing Agreement or any of the material obligations of the Servicer under the Collateral Servicing Agreement are not or cease to be legal, valid and binding;

(g) the service by the Secured Party (by itself or as represented by the Administrator or any representative, agent or expert on its behalf) to the Servicer, as pledgor, of an Enforcement Notice subject to, and in accordance with, the relevant terms of the Facility Agreement and the Collateral Security Agreements following the occurrence of an Event of Default,

the Secured Party (by itself or as represented by the Administrator or any representative, agent or expert on its behalf) may at once, or at any time thereafter while such event continues by notice in writing to the Servicer terminate the appointment of the Servicer under the Collateral Servicing Agreement with effect from a date (not earlier than the date of the notice) specified in such notice, it being understood that the Servicer will continue to properly perform the Services for as long as no Substitute Servicer has effectively been appointed by the Secured Party (unless the Secured Party has elected to perform the Services itself).

2. Purchase Documents

The Mortgage Loan Sale Agreement, the Servicing Agreement, the Purchase Master Definitions and Construction Agreement and the Administrative Agreement are referred to as the "**Purchase Documents**".

Mortgage Loan Sale Agreement

On 27 November 2017, AXA Bank Europe SCF (the "**Purchaser**") and AXA Bank Belgium (the "**Seller**") entered into a mortgage loan sale agreement (as amended from time to time, the "**Mortgage Loan Sale Agreement**" or the "**MLSA**"), setting out the general terms and conditions under which the Purchaser may purchase from time to time Loans together with the Loan Security and the Additional Security, from the Seller.

The Mortgage Loan Sale Agreement will be governed by and construed in accordance with the laws of Belgium save for the provisions relating to the *Bordereau* (see "Mortgage Loan Sale Agreement – Purchase of Loans" below) which will be governed and construed in accordance with the laws of France.

Following the measures taken by the Belgian Federal Government and the financial sector in connection with the COVID-19 pandemic (see "Overview of the legislation and regulations relating to *sociétés de crédit foncier* and other legal issues - Specific measures for businesses and households in the context of Covid-19 in Belgium"), AXA Bank Europe SCF, as Purchaser under the Mortgage Loan Sale Agreement, has, in a consent and waiver

request letter dated 7 May 2020, accepted waivers on certain provisions of the Mortgage Loan Sale Agreement (please refer to "Description of the Issuer – Recent Events – Mortgage Loan Sale Agreement - Waiver relating to the COVID-19 pandemic" for more details.

Purchase of Loans

Each sale and purchase of Loans under the MLSA (each, a "**Purchase**") will be formalised by the Seller and the Purchaser by:

(a) executing on the Purchase Date a *Bordereau* governed by Article L.513-13 and Article R.513-12 of the French Monetary and Financial Code (*Code monétaire et financier*); and

(b) identifying on the Cut-Off Date the Loans on the Seller's IT system as being transferred (c*édés/overgedragen*) in accordance with the identification IT requirements specified in the MLSA.

As a matter of Belgian law, each Loan will be validly transferred (*cédé/overgedragen*) on the relevant Purchase Date in accordance with Articles 1689 *et seq*. of the Belgian Civil Code.

As a matter of French law, the remittance by the Seller of the *Bordereau* to the Purchaser will transfer to the Purchaser the title to the Loans specified in such *Bordereau* with effect from the date affixed thereon at the time of its remittance and such transfer will become enforceable (*opposable*) against third parties on that date, automatically (*de plein droit*) and without further formality (*sans autres formalités*), irrespective of the origination date, the maturity date or the due date of the Loans (*quelle que soit la date de naissance, d'échéance ou d'exigibilité des créances*), regardless of the law governing the Loans and the law of the domicile of the Debtors (*quelle que soit la loi applicable aux créances et la loi du pays de résidence des débiteurs*). The delivery (*remise*) of the *Bordereau* entails the automatic (*de plein droit*) assignment of any security interest, guarantees and ancillary rights attached (*des sûretés, des garanties et des accessoires attachés*) to each Loan, including the mortgage security interests (*sûretés hypothécaires*), and the enforceability (*opposabilité*) of such assignment *vis-à-vis* third parties, without any further formality (*sans qu'il soit besoin d'autre formalité*) under French law.

Each Purchase and transfer of the property on the Loans will have legal effect on the date designated to that effect in the *Bordereau* governed by Articles L.513-13 and R.513-12 of the French Monetary and Financial Code (*Code monétaire et financier*) substantially in the form contained in the MLSA (the "**Purchase Date**"). The economic benefit of the transfer will carry out its effects as from the first calendar day of the month in which a Purchase occurs (the "**Cut-Off Date**").

The sale of the Loans will include *inter alia*:

(a) the book value of the Loans outstanding (the "**Book Value**") as at the Cut-Off Date;

(b) all amounts of interest accrued (but not yet due) up to (but excluding) the Cut-Off Date;

(c) all rights, title, interest and benefit of the Seller in and under the Loans, the Loan Security and the Additional Security.

The purchase price for a Loan will consist in:

(a) the Book Value of such Loan as at (but excluding) the Cut-Off Date; and

(b) the accrued interests on such Loan up to (but excluding) the Cut-Off Date,

and will be payable on the relevant Purchase Date.

Eligible Loans

Each Loan will comply with the same Eligibility Criteria as those set out in respect of Eligible Collateral Assets (see "Facility Documents – Collateral Security Agreements – Eligible Collateral Assets").

Mandatory repurchase in case of breach of representations and warranties and Eligibility Criteria

If at any time:

(a) any of the representations and warranties relating to the Loans proves to be untrue, incorrect or incomplete; and

(b) the Seller has not remedied this within thirty (30) Business Days of receipt of written notice thereof or according to the Servicer it cannot be remedied within such period;

then, the Seller will:

(a) indemnify the Purchaser for all damages, costs, expenses and losses; and

(b) repurchase the relevant Loan(s) and Loan Security, together with all other Loans secured by the same All Sums Mortgage, at the Repurchase Price in case of Breach.

The "**Repurchase Price in case of Breach**" will be equal to (i) the Book Value of the Loan as at the Repurchase Date in case of Breach plus (ii) accrued interest thereon and reasonable *pro rata* costs up to (but excluding) the Repurchase Date in case of Breach.

The indemnification and the closing of any repurchase as referred to herein will be completed no later than 45 calendar days after (i) the expiry of the five (5) Business Day cure period referred to herein or (ii) the date on which the Servicer has determined that the matter is not capable of being remedied (the "**Repurchase Date in case of Breach**").

Permitted Variation and repurchase in case of Non-Permitted Variation

Upon request of a Debtor, the Seller will be entitled to consent, on behalf of the Purchaser, to a Variation to the extent that (i) no Notification Event (see "Mortgage Sale Loan Agreement - Perfection and notice to the Debtors") is outstanding, and (ii) such Variation will not:

(a) provide for a full or partial release of the Mortgage; or

(b) provide for a reduction of the Outstanding Balance of the Loan otherwise than as a result of an effective payment of principal; or

(c) provide for any non-contractual maturity extensions on Loans; or

(d) provide for any change in the fixed interest rate in respect of a Loan; or

(e) imply that the Loan would no longer comply with the Eligibility Criteria,

(each, a "**Non-Permitted Variation**").

If at any time:

(a) the Debtor has requested a variation of the terms or conditions of or in relation to a particular Loan or any rights in relation thereto; and

(b) the Servicer, acting on behalf of the Purchaser, has determined that such proposed variation is a Non-Permitted Variation,

then the Servicer, acting on behalf of the Purchaser, will:

(a) promptly inform the Seller and the Seller will be deemed to have accepted such Non-Permitted Variation if he has not opposed thereto within one (1) Business Day after being notified by the Servicer (and hence should the Seller oppose to such Non-Permitted Variation, the Servicer will not proceed with the relevant Non-Permitted Variation and promptly inform the relevant Debtor thereof);

(b) inform the Purchaser, and the Administrator of the Non-Permitted Variation in relation to such Loan thereof as accepted by the Seller in the conditions set out in the MLSA; and

(c) no later than forty-five (45) calendar days after the date on which the Seller has accepted, or is deemed to have accepted the Non-Permitted Variation, in accordance with (a) above (or, in case such day would not fall on a Business Day, on the immediately succeeding Business Day), arrange for such Loan, together with all other Loans secured by the same All Sums Mortgage, to be repurchased and re-assigned at the Repurchase Price in case of Non-Permitted Variation, and such repurchase and re-assignment of the relevant Loan(s) will be deemed to have been completed at such time (such date being the "**Repurchase Date in case of Non-Permitted Variation**").

The "**Repurchase Price in case of Non-Permitted Variation**" is equal to the Book Value of the Loan as at the Repurchase Date in case of Non-Permitted Variation plus accrued interest thereon and reasonable pro rata costs up to (but excluding) the Repurchase Date in case of Non-Permitted Variation.

All costs and expenses resulting from such repurchase and re-assignment will be borne by the Seller.

Right of first refusal

If at any time, but prior to a Notification Event, the Purchaser expresses its intention to sell or otherwise transfer whole or part of the aggregate of all Loans that have been purchased by the Issuer pursuant to the MLSA and are at the relevant time still owned by the Purchaser (the "**Portfolio**") pursuant to the MLSA and are at the relevant time still owned by the Purchaser, it will, prior to entering into such sale or transfer, forthwith notify the Seller of its intention and of the conditions, including the price or the consideration, of such intended sale of transfer. The Seller will have the right (but not the obligation) to repurchase such part of the Portfolio from the Purchaser at such conditions.

If the Seller does not exercise such repurchase right within thirty (30) Business Days after having been notified, the Purchaser will have the right during a period of six (6) calendar months to sell or otherwise transfer such part of the Portfolio at conditions which are not less favourable to the Purchaser than the conditions which were notified to the Seller.

Representations, warranties and covenants

The Seller has made customary representations and warranties and undertakings in favour of the Purchaser, such representations and warranties being given on the execution date of the MLSA and on each Purchase Date.

At all times until all amounts due under the Notes have been redeemed or written-off in full, the Seller covenants in favour of the Purchaser (most importantly) that:

(a) it will duly and timely comply with its obligations under (i) the Loans and (ii) the Purchase Documents, and will ensure payment of the amounts due by it thereunder

(b) it will obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by all applicable laws for the performance of its obligations hereunder and under any of the Purchase Documents;

(c) it will, forthwith upon becoming aware of any actual or threatened litigation or dispute concerning any Loan or the Purchaser's right and interest thereto, any seizure by a third party of a mortgaged property, or any procedure for the *purge/zuivering* of any Mortgage, give notice thereof to the Purchaser;

(d) it will have systems in place in relation to Loans that are capable of providing the information to which the Purchaser is reasonably and properly entitled pursuant to the Purchase Documents, use all reasonable endeavours to maintain such systems in working order, and permit the Purchaser, any firm of independent accountants and/or any other representatives of the Purchaser upon ten (10) days' prior written notice (unless a Notification Event has occurred in which case no notice is required) to enter under the direct supervision of the Seller upon their premises to:

(i) inspect and satisfy itself or themselves that the systems are in place, maintained in working order and are capable of providing the information to which the Seller is reasonably and properly entitled pursuant to the Purchase Documents; and

(ii) examine and make copies of and extracts from all Accounting Records (subject to certain conditions);

(e) it will keep all Contract Records relating to the Loans for the account of the Purchaser and, upon termination of its appointment as Servicer, the Seller will forthwith deliver the Contract Records to the Purchaser or as the Purchaser will direct;

(f) it will keep all Contract Records and Loan Documents, on a Loan by Loan basis, for the purposes of identifying amounts of principal and interest paid by each Debtor, any amount due by a Debtor and the balance from time to time outstanding on a Loan;

(g) it will at its expense in a timely manner fully perform and comply with all provisions, covenants and other promises required to be observed by it under the Loan Documents.

(h) it has instructed and will at all times continue to instruct the Debtor (and the Seller has no reason to believe that the Debtor will not do so) to pay any amounts due under the relevant Loan for which the aggregate of all such amounts will be transferred to the Collection Account (or the substitute collection account, as applicable), from where payments are debited to the Transaction Account on the same Business Day. The due implementation of this instruction is evidenced by means of the continued due payment by the Debtor or any other reasonable method chosen by the Seller and notified to the Purchaser;

(i) if at any time (i) a Debtor, Insurance Company or other collateral provider invokes a right or defence, including a right of set-off of amounts due by the Seller to it with the relevant Loan and (ii) as a consequence thereof the Purchaser does not receive the full amount in respect of such Loan, Insurance Policy, Loan Security or Additional Security, the Seller will pay to the Purchaser a positive amount equal to the difference between:

  (i) the amount which the Purchaser would have received in respect of the relevant Loan, Insurance Policy, Loan Security or Additional Security if no right or defence had been raised or a set-off had taken place; and

  (ii) the amount actually received by the Purchaser in respect of such Loan, Insurance Policy, Loan Security or Additional Security.

(j) it will:

  (i) notify the Purchaser of any attachment (*bewarend beslag/saisie conservatoire* or *uitvoerend beslag/saisie exécutoire*) by its creditors to any Loan, Insurance Policy or other collateral which may lead to the Debtors, Insurance Companies or other collateral providers being required to make payments to the creditors of the Seller;

  (ii) not give any instructions to the Debtors, Insurance Companies or other collateral providers to make any such payments; and

  (iii) indemnify the Purchaser against any reduction in the obligations to the Purchaser of the Debtors, Insurance Companies or other collateral providers due to payments to creditors of the Seller;

(k) in the event the Seller receives from a Debtor (by mistake or intent or otherwise) any amount which is in fact due to the Purchaser, it will pay such amount forthwith to the Purchaser. In the event that at any time the Seller receives any amount under the Insurance Policies whether by way of surrender value (*afkoopwaarde/valeur de rachat*) or otherwise, the Seller will pay such amount forthwith to the Purchaser; and

(l) it will not sell, transfer, assign or otherwise dispose of any Loan, related Loan Security or Additional Security or attempt, purport or agree to do any of the foregoing.

For the purpose hereof:

"**Accounting Records**" means, in respect of any Loan, all books, books of account, registers, records, databases and other information (including, without limitation, computer programmes, tapes, discs, software and related property rights) maintained (and recreated in the event of destruction of the originals thereof) with respect to such Loan and the related Debtor.

"**Loan Documents**" means in respect of a particular Loan, the completed loan documents and ancillary documents in respect of a Loan which set out the terms and conditions of the Loan, the Loan Security and the Additional Security.

"**Transaction Account**" means, in respect of the Purchase Documents, a bank account held by the Purchaser on which the collections are credited from the Collection Account.

Indemnity, taxes and increased costs

The MLSA contains the following provisions:

Under the MLSA, the Seller agrees to immediately indemnify the Purchaser from and against any damages and losses awarded against or incurred by any of them relating to or resulting from:

(a) any breach of any representation or warranty made by the Seller under the MLSA or as result of any other information or report delivered by the Seller to the Purchaser, which is proved to be false, incorrect or to have omitted any material fact at the time made or deemed made,

(b) any failure by the Seller to comply with any applicable law, rule or regulation with respect to any Loan, Loan Security or Additional Security, or the non-conformity of any Loan, Loan Security or Additional Security with any such applicable law, rule or regulation;

(c) any dispute, claim, offset or defence (other than the effects of the bankruptcy (*faillissment/faillite*), judicial reorganization (*gerechtelijke reorganisatie/reorganisation judiciaire*) or collective debt settlement (*collectieve schuldenregeling/règlement collectif de dettes*) of the Debtor) of the Debtor, a relevant Insurance Company or other collateral provider to the payment of a Loan, including, without limitation, a defence based on such Loan, Insurance Policy or the related Loan Security or Additional Security not being a legal, valid and binding obligation of such Debtor, Insurance Company or other collateral provider enforceable against it in accordance with its terms, or any other dispute, claim, set-off or defence resulting from the failure by the Seller to perform any obligations related to such Loan, or the failure by the Seller to perform any obligations related to any applicable laws, rules or regulations in respect thereof;

(d) any product liability claims or material personal injury or property damage suit or other similar or related claims or action of whatever sort arising out of or in connection with the goods which are the subject to any Loan (if any);

(e) any disclosure of false, misleading or incomplete information regarding the Debtors by the Seller to the Purchaser or the supply of any Loan Documents, records and all other related documents to the Purchaser; and

(f) any claim arising from collection activities conducted by the Seller, including, without limitation, any failure by the Seller, whether as Seller or in its capacity as Servicer, to transfer any payment of interest and principal under the Loans to the Transaction Account,

excluding, however, damages and losses resulting solely from gross negligence (*grove fout/faute grave*), wilful misconduct or fraud on the part of the Purchaser.

The Seller will pay all and any taxes that the Purchaser is or may be liable for in respect of the entering into any Purchase Document or any judgement given in connection therewith, from time to time, on demand of the Purchaser and will immediately indemnify in full the Purchaser against any liabilities, costs, claims and expenses resulting from any failure to pay or any delay in paying any such tax, except those penalties and interest charges that are due to the gross negligence, wilful misconduct or fraud of the Purchaser.

All payments to be made by the Seller to the Purchaser under the MLSA will be made free and clear of and without deduction for or on account of tax unless the Seller is required to make such a payment subject to the deduction or withholding of tax, in which case the sum payable by the Seller in respect of which such deduction or withholding is required to be made will be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Purchaser receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

Perfection and notice to the Debtors

The Purchaser and the Seller agree and acknowledge that the transfer and assignment of legal title to the Loans will be valid and effective against all third parties as from the transfer of the Loans (see "Mortgage Sale Loan Agreement – Purchase of Loans").

The Purchaser acknowledges and agrees that it will not give notice to any Debtor of the assignment to the Purchaser of the Loans until and unless:

(a) the occurrence of a Notification Event; or

(b) an attachment or similar claim in respect of any Loan is received, in which case notice will be given only to the Debtor of the Loan concerned.

The following events or circumstance shall constitute a "**Notification Even**t" under the Purchase Documents:

(a) the occurrence of Servicing Termination Event (see "Purchase Documents - Replacement and termination of appointment of the Servicer - Termination in case of a Servicing Termination Event" below); or

(b) the occurrence of an Insolvency Event in respect of the Seller; or

(c) the Purchaser is required to serve a Notice to Debtor by an order of any court or supervisory authority; or

(d) whether as a reason of a change in law (or case law) or for any other reason (such as when it becomes necessary as a result of a change of law), to protect the interests of the Purchaser to record the sale by way of marginal notation (*kantmelding/mention marginale*) and to the extent notified thereof by the Servicer or the Purchaser reasonably considers it necessary to protect its interests over the Loans, the Loan Security or the Additional Security to do so, and serves notice on the Seller to such effect (setting out its reasons therefore); or

(e) the Seller fails in any material respect to duly perform, or comply with, any of its obligations under the Purchase Documents to which it is a party and such failure, if capable of being remedied, is not remedied within ten (10) Business Days after notice thereof; or

(f) any representation, warranty or statement made or deemed to be made by the Seller under any of the Purchase Documents to which it is a party or in any notice or other document, certificate or statement delivered by it pursuant thereto proves to have been, and continues to be after the expiration of any applicable grace period, untrue or incorrect in any material respect, save for any breach of representations and warranties relating to a Collateral Security Asset which is, following such breach, substituted; or

(g) the Seller:

a. has taken any corporate action or any steps have been taken or legal proceedings have been instituted or threatened against it for its dissolution (*ontbinding/dissolution*) and liquidation (*vereffening/liquidation*); or

b. has become subject to emergency regulations (*noodregeling/mesure d'urgence*) or, if applicable, applies for or is granted a suspension of payments (*opschorting van betaling/surséance des paiments*); or

c. it becomes unlawful for the Seller to perform all or a material part of its obligations under the Purchase Documents in such a manner that this would have a material adverse effect on its ability to perform such obligations.

Following a Notification Event, the Seller will give notice of the sale to the Purchaser of any Loan, to each of the following and to the extent applicable:

(a) the Servicer;

(b) the Debtors;

(c) any notary public, mortgage registrar, public administration, property expert, broker or other person referred to in the definition of Additional Security;

(d) the provider of Loan Security;

(e) the Insurance Company providing the Life Insurance Policy;

(f) the CKP (*Centrale voor Kredieten aan Particulieren/Centrale des Crédits aux Particuliers*);

(g) the Insurance Company providing the Hazard Insurance Policy; and

(h) Moody's.

Servicing Agreement

On 27 November 2017, AXA Bank Europe SCF (the Purchaser) and AXA Bank Belgium (the Servicer, the Administrator and the Seller) entered into a Belgian law servicing agreement (the "**Servicing Agreement**") as amended from time to time, setting out the general terms and conditions under which (i) the Purchaser appoints the Servicer in relation to the Loans and relating Loan Security and/or Additional Security and (ii) the powers and the responsibilities of each of the Servicer and the Administrator.

Appointment of Servicer

Until any replacement or termination pursuant to the Servicing Agreement (see "Servicing Agreement - Replacement and termination of appointment"), the Purchaser has appointed the Servicer as its agent to provide the Services (see "Servicing Agreement - Services performed under the Servicing Agreement"), including, but not limited to the administration of the Loans, the relating Loan Security and Additional Security and to exercise their respective rights, powers and discretions, and to perform their duties, in respect of such assets and any related rights.

The Servicer will perform the administration of the Loans, the relating Loan Security and Additional Security in accordance with applicable laws and the provisions of the Servicing Agreement, devoting the same amount of time and attention to, and exercising at least the same level of skill, care and diligence in, the performance of the Services as for as it would if it were administering loans in respect of which it is the lender.

Services performed under the Servicing Agreement

The Servicer will perform the following services (the "**Services**") under the Servicing Agreement (most importantly):

(a) keep and maintain records for the purposes of identifying amounts of interest, principal (as principal repayments, prepayments, paid-in arrears, principal recoveries, repurchase receipts), Prepayment Penalties and Default Interest paid by the Debtors and any amount of interest or principal or any other sums due from the Debtors in respect of the Loans, Loan Security and Additional Security;

(b) procure that (i) all collections of interest, principal, Prepayment Penalties, Default Interest and any other amounts relating to the Loans are credited directly into the Collection Account (or, following any replacement or termination of the Servicer, the replacing collection account in the name of the substitute servicer) and (ii) all payments of interest, principal, Prepayment Penalties and Default Interest and any other amounts made by Debtors in respect of the Loans will be paid into the Collection Account in the name of the Servicer (or, following any replacement or termination of the Servicer, the replacing collection account in the name of the substitute servicer); and

(c) take all steps and execute all documents necessary or desirable to maintain the Loan Security and Additional Security for the whole term of the Loan, including a renewal of the registration of the relevant Mortgage (*inschrijving/inscription*), any costs associated with such maintenance or renewal being paid by the Debtor or the Servicer as the case may be.

The Services will constitute servicing instructions of the Purchaser to the Servicer and the Servicer undertakes that no change will be made to the Services without the Purchaser's prior consent in a way that would not prejudice the rights of the Purchaser under the MLSA.

Asset Report

The Servicer will provide the Purchaser with:

(a) a report on the cash-flows generated by the Loans during the month preceding the Asset Report Date indicating their source and any repurchases or re-assignments of Loans in accordance with the MLSA (the "**Asset Report**") in the form set out in the Servicing Agreement to be submitted at the latest on the 20th of each month in respect of the immediately preceding month (the "**Asset Report Date**");

(b) promptly upon the request of the Purchaser, an Asset Report up-to-date as at the date which shall have been specified in such request; and

(c) at any time and to control compliance under the Servicing Agreement or for any audit purposes, such additional information as the Purchaser may reasonably require with prior reasonable notice (except upon

the occurrence of an Event of Default where such notice is not required) in connection with any Asset Report, the Loans, Loan Security or Additional Security.

Maintenance of Contract Records

The Servicer will keep all Contract Records in a secure place and will maintain an adequate form of such records as is necessary to service and enforce each Loan and the relevant Loan Security and Additional Security thereof. The Servicer will keep (or procure that the holder thereof will keep) the Contract Records in such a way (either manually or electronically) that they can be clearly distinguished from the documents, files and records relating to other non-purchased loans and any other loans in respect of which the Servicer is the servicer or the seller.

Inspection and audit of Contract Records

Subject to giving prior reasonable notice (except upon the occurrence of a Notification Event where such notice is not required) the Secured Party or any of its representative, agent or expert acting on its behalf may inspect or audit all or any part of the Contract Records, take copies thereof (subject to all applicable laws including (but without limitation) the Pledgor's duties of confidentiality and the applicable legislation on privacy and data protection) and be provided with such information as it may reasonably require in connection with the Collateral Security Assets for the purpose of satisfying itself as to whether such assets are Eligible Collateral Assets and as to the level of compliance with the tests and limits contained herein.

Access to premises

The Servicer will permit the Purchaser or any of its representative, agent or expert acting on its behalf, upon prior reasonable notice, full access to any premises where the Contract Records may be kept as may be reasonable for a lender to require with a view to verifying compliance with the terms of the Servicing Agreement and safeguarding the Purchaser's exposure under the same or for any audit purposes. Any such access to premises will only take place during the normal business hours of the Servicer. No such restriction will apply upon the occurrence of a Notification Event.

Replacement and termination of appointment

Replacement and termination of appointment – Termination by the Secured Party

The Purchaser may terminate the appointment of the Servicer under the Servicing Agreement for any reason and at any time upon the giving of not less than thirty (30) Business Days' notice of such termination, it being understood that the Servicer will continue to properly perform the Services for as long as no Substitute Servicer has effectively been appointed by the Purchaser (unless the Purchaser has elected to perform the Services itself).

Replacement and termination of appointment –Replacement in case of a Servicer Rating Trigger Event

If a Servicer Rating Trigger Event occurs which would have a negative impact on the then rating of outstanding Series of Notes at the time of such Servicer Rating Trigger Event, within thirty (30) Business Days of such occurrence, the Administrator will notify the Purchaser in writing of the occurrence of such event and then, within thirty (30) Business Days of such occurrence, the Purchaser and the Servicer will use reasonable endeavours to appoint a new servicer (whose long-term senior unsecured, unsubordinated and unguaranteed debt obligations (if rated) are rated at least Baa3 by Moody's), in replacement of the Servicer to provide the Services in respect of the Loans, it being understood that the Servicer will continue to properly perform the Services for as long as no substituteservicer has effectively been appointed by the Purchaser (unless the Purchaser has elected to perform the Services itself).

Replacement and termination of appointment of the Servicer - Termination in case of a Servicing Termination Event

If any of the following events (each a "**Servicing Termination Event**") occurs:

(a) the Servicer fails to pay any sum due under the Servicing Agreement when due, in the currency and in the manner specified herein; provided, however, that where such non-payment is due to an administrative error or the failure of continuing external payment systems or clearing systems reasonably used by the Servicer and such payment is made by the Servicer within five (5) Business Days of such non-payment, such non-payment will not constitute a Servicing Termination Event;

(b) any material representation or warranty made by the Servicer, in the Collateral Servicing Agreement or in any notice or other document, certificate or statement delivered by it pursuant hereto or in connection herewith is or proves to have been incorrect or misleading in any material respect when made, and the same is not remedied (if capable of remedy) within thirty (30) Business Days after the Administrator or the Purchaser has given notice thereof to the Servicer or (if sooner) the Servicer has knowledge of the same, provided that the Purchaser, at its discretion, certifies that it is prejudicial to the interest of the

holders of the relevant Notes;

(c) the Servicer fails to comply with any of its obligations under the Servicing Agreement unless such breach is capable of remedy and is remedied within thirty (30) Business Days after the Administrator or the Purchaser has given notice thereof to the Servicer or (if sooner) the Servicer has knowledge of the same, provided that the Servicer, at its discretion, certifies that it is prejudicial to the interest of the holders of the relevant Notes;

(d) as regards the Servicer, an Insolvency Event occurs;

(e) any effect, event or matter (regardless of its nature, cause or origin and in particular the commencement of any legal, administrative or other proceedings against the Servicer) occurs which is or could be reasonably expected to be materially adverse to (i) the financial or legal situation, assets, business or operations of the Servicer and (ii) the ability of the Servicer to perform its payment obligations or the financial covenants under any of the Purchase Documents; and

(f) at any time it is or becomes unlawful for the Servicer to perform or comply with any or all of its material obligations under the Servicing Agreement or any of the material obligations of the Servicer under the Servicing Agreement are not or cease to be legal, valid and binding,

the Purchaser (by itself or as represented by the Administrator or any representative, agent or expert on its behalf) may at once, or at any time thereafter while such event continues by notice in writing to the Servicer terminate the appointment of the Servicer under the Servicing Agreement with effect from a date (not earlier than the date of the notice) specified in such notice, it being understood that the Servicer will continue to properly perform the Services for as long as no Substitute Servicer has effectively been appointed by the Purchaser (unless the Purchaser has elected to perform the Services itself).

3. Outsourcing contracts

The Issuer having no employees or other resources, it has entered into two outsourcing services contracts (as amended from time to time), *i.e*. the Administrative Services Agreement and the Management and Recovery Agreement.

See "Description of the Issuer – Staff and Outsourcing Agreements" for more details.

4. Cash Advance Agreement

The Issuer has entered into the Cash Advance Agreement with AXA Bank Belgium setting out the terms and conditions under which AXA Bank Belgium undertakes to (most importantly):

(i) make cash advances to the Issuer on any Interest Payment Date, Instalment Date or Maturity Date (or Extended Maturity Date) of any Series of Notes (as determined in the Final Terms of such Series of Notes) issued by the Issuer or any payment date under any hedging agreement benefiting from the *Privilège*;

(ii) each time a Pre-Maturity Reserve Trigger Event occurs during the Pre-Maturity Reserve Test Period and for so long as it is continuing during such period, fund a Pre-Maturity Reserve (in cash and/or securities) in an amount equal to the Pre-Maturity Reserve Required Amount, in accordance with, and subject to, the terms and conditions set forth in the Cash Advance Agreement; and

(iii) if a Collection Loss Reserve Trigger Event occurs, fund a Collection Loss Reserve (in cash and/or securities) in an amount to the Collection Loss Reserve Required Amount in accordance with, and subject to, the terms and conditions set forth in the Cash Advance Agreement.

Any sum due (in interest or principal) under Cash Advance Agreement by the Issuer to AXA Bank Belgium will not benefit from the *Privilège*.

Finally, AXA Bank Belgium contractually undertakes towards the Issuer to ensure, by providing liquidity support or assigning additional eligible assets or otherwise, that the Issuer will, at all times, maintain an overcollateralisation ratio between the total amount of assets of the Issuer and the total amount of its liabilities benefiting from the *Privilège* equal to, or greater than, 112%.

See "Risk factors relating to the Issuer and its operations – Liquidity Risk".

5. Hedging agreements

In connection with the issue of Notes under the Programme, the Issuer has entered and may in future enter into certain hedging agreements and related hedging transactions with AXA Bank Belgium in its capacity as eligible hedging provider or other banking entities in accordance with relevant rating agency requirements. These hedging agreements and related hedging transactions are entered into by the Issuer as part of its hedging strategy to hedge interest rate and/or currency risk. For a description of the Issuer's hedging strategy and the associated risks, see above under "Risk Factors – Interest rate and currency risks" and "Risk Factors – Credit risk on bank counterparties".

6. Senior loan agreements

The Issuer may in future enter into certain term senior loan agreements with AXA Bank Belgium in order to finance the general needs of the Issuer and/or certain expenses in connection with the issue of Notes under the Programme. The sums due by the Issuer (in interest or principal) under the term senior loan agreements will not benefit from the *Privilège* (priority of payments).

FORM OF FINAL TERMS

The Final Terms in respect of each Tranche will be substantially in the following form, duly completed to reflect the particular terms of the relevant Notes and their issue and subject to deletion of non-applicable provisions:

[PRIIPS REGULATION - PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of the Markets in Financial Instruments Directive 2014/65/EU dated 15 May 2014, as amended from time to time ("**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97 (EU), as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined the Regulation (EU) 2017/1129 dated 14 June 2017, as amended (the "**Prospectus Regulation**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.][1]

[PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.][2]

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

[**UK MIFIR product governance / Retail investors, professional investors and ECPs target market** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is [retail clients, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"),] [and] eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**") [and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**")]; [and (ii) all channels for distribution of the Notes are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]]/[(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and

[1] Legend to be included if the Notes are not intended to be sold to EEA retail clients.

[2] Legend to be included if the Notes are not intended to be sold to UK retail clients.

(iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[,/ and] portfolio management[,/ and][non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under COBS, as applicable].]]

Final Terms dated [●]

AXA BANK EUROPE SCF

(Issuer)

Issue of [Aggregate Nominal Amount of Tranche] *Obligations Foncières* due [●]
under the €9,000,000,000 Euro Medium Term Note Programme

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 (the "**Conditions**") set forth in the base prospectus dated 12 February 2021 [and the supplement to the base prospectus dated [●]] ([together,] the "**Base Prospectus**") which [together] constitute[s] a base prospectus for the purposes of Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**").

This document constitutes the final terms of the Notes (the "**Final Terms**") described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with such Base Prospectus [as so supplemented by the supplement[s] to the base prospectus dated [●]]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. [A summary of the issue of the Notes is annexed to these Final Terms][3].The Base Prospectus [and the supplement to the Base Prospectus] [is] [are] available for viewing on the websites of (i) the Luxembourg Stock Exchange (www.bourse.lu) and (ii) the Issuer (https://www.axabank.be/fr/a-propos-axa-banque/investor-relations-and-financial-information/covered-bonds), [and] during normal business hours at the registered office of the Issuer and at the specified office of the Paying Agent(s) where copies may be obtained. [In addition[4], the Base Prospectus [and the supplement to the Base Prospectus] and these Final Terms are available for viewing [on/at] [●].]

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

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions which are the [March 2017 Terms and Conditions] / [December 2017 Terms and Conditions] / [2018 Terms and Conditions] / [2020 Terms and Conditions] which are incorporated by reference in the Base Prospectus (as defined below). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**") and must be read in conjunction with the base prospectus dated 12 February 2021 [as supplemented by the supplement[s] to the base prospectus dated [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), including the Conditions incorporated by reference in this Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus and the [March 2017 Terms and Conditions] / [December 2017 Terms and Conditions] [2018 Terms and Conditions] [2020 Terms and Conditions]. [A summary of the issue of the Notes is annexed to these Final Terms][5]. The Base Prospectus is available for viewing on the websites of (i) the Luxembourg Stock Exchange (www.bourse.lu) and (ii) the Issuer (https://www.axabank.be/fr/a-propos-axa-banque/investor-relations-and-financial-information/covered-bonds), [and] during normal business hours at the registered office of the Issuer and at the specified office of the Paying Agent(s) where copies may be obtained. [In addition[6], the Base Prospectus and the Final Terms are available for viewing [on/at] [●].]

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

1.	**(i)**	**Series Number:**	[●]
	(ii)	**Tranche Number:**	[●]
	[(iii) Date on which the Notes will be assimilated (*assimilables*) and form a single Series:		[Not Applicable / The Notes will, upon listing, be assimilated (*assimilées*), form a single series and be interchangeable for trading purposes with the [[Currency] [Aggregate Nominal Amount of Tranche] [Title of Notes]] on [●]]
2.	**Specified Currency or Currencies:**		[●]
3.	**Aggregate Nominal Amount of Notes:**		[●] (*Insert amount*)
	(i)	Series:	[●]
	(ii)	Tranche:	[●]
4.	**Issue Price:**		[●] per cent. of the Aggregate Nominal Amount

3 Only applicable with respect to Notes with a specified denomination of less than €100,000.
4 If the Notes are admitted to trading on a Regulated Market other than the Luxembourg Stock Exchange.
5 Only applicable with respect to Notes with a specified denomination of less than €100,000.
6 If the Notes are admitted to trading on a Regulated Market other than the Luxembourg Stock Exchange.

		[plus an amount corresponding to accrued interest at a rate of [●] per cent. of such Aggregate Nominal Amount for the period from, and including, the Interest Commencement Date to, but excluding, the Issue Date (*if applicable*)]
5.	**Specified Denomination(s) (Condition 1(b)):**	[●] *(one (1) denomination only for Dematerialised Notes) (Not less than €1,000 or its equivalent in other currency at the Issue Date when the Notes are admitted to trading on a Regulated Market in circumstances which require the publication of a prospectus under the Prospectus Regulation)*
6.	(i) Issue Date:	[●]
	(ii) Interest Commencement Date:	[*Specify*/Issue Date/Not Applicable]
7.	**Maturity Date (Condition 6(a)):**	[*Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*] [*If applicable, refer to paragraph 8 below for the Extended Maturity Date*]
8.	**Extended Maturity Date (Condition 6(a)):**	[If the Final Redemption Amount is not paid on the Maturity Date, such payment of unpaid amount will be deferred and shall be due and payable on [●], provided that the Final Redemption Amount unpaid on the Maturity Date may be paid by the Issuer on any Specified Interest Payment Date occurring thereafter up to and including the Extended Maturity Date. / Not Applicable.]
9.	**Interest Basis (Condition 5):**	[[●] per cent. Fixed Rate] (*further particulars specified in paragraph 15 below*) [Floating Rate] (*further particulars specified in paragraph 16 below*) [Zero Coupon] *(further particulars specified in paragraph 17 below)* [Fixed/Floating Rate] (*further particulars specified in paragraphs 11 and 18 below*) [Inverse Floating Rate] (*further particulars specified in paragraph 19 below*)
10.	**Redemption/Payment Basis (Condition 6):**	[Redemption at par] [Instalment] *(further particulars specified below)*
11.	**Change of Interest Basis (Conditions 5(e)):**	Applicable (for Fixed/Floating Rate Notes)/Not Applicable]
12.	**Put/Call Options (Conditions 6(c) and 6(d)):**	[Issuer Call] [Put Option] (*further particulars specified in paragraphs [20/21]*) [Not Applicable]
13.	**Date of corporate authorisations for issuance of Notes obtained:**	Decision of the Board of Directors (*Conseil d'administration*) dated [●]

14.	**Method of distribution:**	[Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15.	**Fixed Rate Notes Provisions (Condition 5(b)):**		[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 on each Interest Payment Date]
	(ii)	Interest Payment Date(s):	[●] in each year up to and including the Maturity Date [or the Extended Maturity Date, as the case may be] [Unadjusted/*[specify Business Day Convention (Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention) and any applicable Business Centre(s) for the definition of "Business Day"]*]
	(iii)	Fixed Coupon Amount(s):	[●] per [●] in Specified Denomination [subject to the Broken Amount(s) referred to in subparagraph (iv) below]
	(iv)	Broken Amount(s):	[€[●], being the [*initial or final] broken interest amount which does not correspond with the Fixed Coupon Amount(s)*]/Not Applicable]
	(v)	Day Count Fraction:	[●] [Actual/Actual / Actual/Actual-ISDA / Act/Act / Act/Act-ISDA / Actual/365-FBF / Actual/Actual-FBF / Actual/Actual-ICMA / Act/Act-ICMA / Actual/365 (Fixed) / Act/365 (Fixed) / A/365 (Fixed) / A/365 F / Actual/360 / Act/360 / A/360 / 30/360 / 360/360 / Bond Basis / 30/360-FBF / Actual 30A/360 (American Bond Basis) / 30E/360/ Eurobond Basis / 30E/360-FBF / 30E/360-ISDA]
	(vi)	Determination Dates:	[●] in each year *(insert regular Interest Payment Dates, ignoring Issue Date or Maturity Date (or Extended 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))*
16.	**Floating Rate Notes Provisions (Condition 5(c)):**		[Applicable / Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Interest Period(s):	[●]
	(ii)	Specified Interest Payment Dates:	[●]
	(iii)	First Interest Payment Date:	[●]
	(iv)	Interest Period Date:	[Interest Payment Date/Other *(specify date)*]
	(v)	Business Day Convention:	[Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention] [*Insert "unadjusted" if the application of the relevant business day convention is not intended to affect the Interest Amount*]
	(vi)	Business Centre(s) (Condition 5(a)):	[Not Applicable]/[●]

(vii)	Manner in which the Rate(s) of Interest is/are to be determined:	[FBF Determination/ ISDA Determination/ Screen Rate Determination]
(viii)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[Not Applicable]/[●]
(ix)	FBF Determination:	[Applicable/Not Applicable]
	- Floating Rate (*Taux Variable*):	[●] *(specify [LIBOR/EURIBOR/CMS Rate/SONIA/€STR or other] and months [e.g. EURIBOR 3 months])* *[If the Rate of Interest is determined by linear interpolation in respect of an interest period (as per Condition 5(c)(iii)(A), insert the relevant interest period(s) and the relevant two rates used for such determination]*
	- Floating Rate Determination Date (*Date de Détermination du taux Variable*):	[●]
(x)	ISDA Determination:	[Applicable/Not Applicable]
	- Floating Rate Option:	[●] (*specify [LIBOR/EURIBOR/CMS Rate/SONIA/€STR]] and months [e.g. EURIBOR 3 months]*) *[If the Rate of Interest is determined by linear interpolation in respect of an interest period (as per Condition 5(c)(iii)(B), insert the relevant interest period(s) and the relevant two rates used for such determination]*
	- Designated Maturity:	[●]
	- Reset Date:	[●]
(xi)	Screen Rate Determination:	[Applicable/Not Applicable] (*specify [Screen Rate Determination - IBOR] [Screen Rate Determination - SONIA] [Screen Rate Determination - CMS Rate] [Screen Rate Determination - €STR]*)
	- Benchmark:	*(specify [LIBOR/EURIBOR/CMS Rate/SONIA/€STR] and months [e.g. EURIBOR 3 months])(additional information if necessary)* *[If the Rate of Interest is determined by linear interpolation in respect of an interest period (as per Condition 5(c)(iii)(C), insert the relevant interest period(s) and the relevant two rates used for such determination]*
	- Relevant Time:	[●]
	- Interest Determination Date(s):	[[●] [TARGET2] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]] (*Where the Reference Rate is SONIA, include the below wording*) [[●] London Business Days prior to each Interest Payment Date]

	- Primary Source for Floating Rate/Relevant Screen Page:	[*Specify relevant screen page or "*Reference Banks*"*]
	- [Calculation Method:	[Compounded Daily]/[Weighted Average]
	- Observation Method:	[Lag]/[Lock-out]
	- Lookback Period:	[[*specify*] London Business Days]/[As per the Conditions]/[Not Applicable]] (*Include where the Reference Rate is SONIA and ensure that any Early Redemption Amounts include amounts in respect of accrued interest*)]
	- [€STR Observation Look-Back Period	[[*specify*] TARGET 2 Business Days]/[As per the Conditions]/[Not Applicable]] (*Include where the Reference Rate is €STR*)]
	- Reference Banks (if Primary Source is "Reference Banks"):	[*Specify four*]
	- Relevant Financial Centre:	[*The financial centre most closely connected to the Benchmark - specify if not Paris*]
	- Representative Amount:	[*Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount*]
	- Effective Date:	[*Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period*]
	- Specified Duration:	[*Specify period for quotation if not duration of Interest Accrual Period*]
	- Specified Time:	[●]
(xii)	Margin(s):	[+/-] [●] per cent. *per annum*
(xiii)	Minimum Rate of Interest:	[Not Applicable/[●] per cent. *per annum*]
(xiv)	Maximum Rate of Interest:	[Not Applicable/[●] per cent. *per annum*]
(xv)	Day Count Fraction:	[●]
17.	**Zero Coupon Notes Provisions (Condition 5(d)):**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
(i)	Amortisation Yield:	[●] per cent. per annum
(ii)	Day Count Fraction:	[●] [Actual/Actual / Actual/Actual-ISDA / Act/Act / Act/Act-ISDA / Actual/365-FBF / Actual/Actual-FBF / Actual/Actual-ICMA / Act/Act-ICMA / Actual/365 (Fixed) / Act/365 (Fixed) / A/365 (Fixed) / A/365 F / Actual/360 / Act/360 / A/360 / 30/360 / 360/360 / Bond Basis / 30/360-FBF / Actual 30A/360 (American Bond Basis) / 30E/360/ Eurobond Basis / 30E/360-FBF / 30E/360-ISDA]
18.	**Fixed/Floating Rate Notes (Condition 5(e)):**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i) Issuer Change of Interest Basis:		[Applicable/Not Applicable]
(ii) Automatic Change of Interest Basis:		[Applicable/Not Applicable]
(iii) Rate of Interest applicable to the Interest Periods preceding the Switch Date or the Automatic Switch Date, as applicable (excluded):		Determined in accordance with [Condition 5(b), as though the Note was a Fixed Rate Note]/ [Condition 5(c), as though the Note was a Floating Rate Note] with further variables set out in item [●] of these Final Terms

	(iv) Rate of Interest applicable to the Interest Periods following the Switch Date or the Automatic Switch Date, as applicable (included):	Determined in accordance with [Condition -5(b), as though the Note was a Fixed Rate Note]/ [Condition 5(c), as though the Note was a Floating Rate Note] with further variables set out in item [●] of these Final Terms
	(v) Switch Date:	[●]
	(vi) Automatic Switch Date:	[●]
	(vii) Minimum notice period required for notice from the Issuer:	[[●] Business Days prior to the [Switch Date]/[Automatic Switch Date] / [Not Applicable]
19.	**Inverse Floating Rate Notes Provisions (Condition 5(f)):**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Fixed Rate:	[[●] per cent. *per annum* [payable [annually / semi-annually / quarterly / monthly] in arrear]
	(ii) Interest Period(s):	[●]
	(iii) Specified Interest Payment Dates:	[●]
	(iv) First Interest Payment Date:	[●]
	(v) Interest Period Date:	[Interest Payment Date/other (*specify date*)]
	(vi) Business Day Convention:	[Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention] [*Insert "unadjusted" if the application of the relevant business day convention is not intended to affect the Interest Amount*]
	(vii) Business Centre(s) (Condition 5(a)):	[Not Applicable]/[●]
	(viii) Manner in which the Rate(s) of Interest is/are to be determined:	[Fixed Rate] minus [FBF Determination/ ISDA Determination/ Screen Rate Determination]
	(ix) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[●]
	(x) FBF Determination:	[Applicable/Not Applicable]
	Floating Rate (*Taux Variable*):	[●] *(specify EURIBOR, LIBOR, SONIA, CMS Rate, €STR or others] and months [e.g. EURIBOR 3 months])* [*If the Rate of Interest is determined by linear interpolation in respect of an interest period (as per Condition 5(c)(iii)(A), insert the relevant interest period(s) and the relevant two rates used for such determination*]

Floating Rate Determination Date (*Date de Détermination du Taux Variable*):	[●] *(specify EURIBOR, LIBOR, SONIA, CMS Rate, €STR or others] and months [e.g. EURIBOR 3 months])*
(xi) ISDA Determination:	[Applicable/Not Applicable]
Floating Rate Option:	[●] [*If the Rate of Interest is determined by linear interpolation in respect of an interest period, insert the relevant interest period(s) and the relevant two rates used for such determination*]
Designated Maturity:	[●]
Reset Date:	[●]
(xii) Screen Rate Determination:	[Applicable/Not Applicable]
Benchmark:	[●]*(specify EURIBOR, LIBOR, SONIA, CMS Rate, €STR or others] and months [e.g. EURIBOR 3 months])*
	[If the Rate of Interest is determined by linear interpolation in respect of an interest period (as per Condition (c)(iii)(A), insert the relevant interest period(s) and the relevant two rates used for such determination]
Relevant Time:	[●]
Interest Determination Date(s):	[●]
Primary Source:	[*Specify relevant screen page or "*Reference Banks*"*]
Reference Banks (if Primary Source is "Reference Banks"):	[*Specify four*]
Relevant Financial Centre:	[*The financial centre most closely connected to the Benchmark - specify if not Paris*]
Representative Amount:	[*Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount*]
Effective Date:	[*Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period*]
Specified Duration:	[*Specify period for quotation if not duration of Interest Accrual Period*]
(xiii) Margin(s):	[+/-] [●] per cent. *per annum*
(xiv) Minimum Rate of Interest:	[Not Applicable/[●] per cent. *per annum*]
(xv) Maximum Rate of Interest:	[Not Applicable/[●] per cent. *per annum*]
(xvi) Determination Date(s):	[[●] in each year]/[Not applicable]
(xviii) Day Count Fraction:	[●] [Actual/Actual / Actual/Actual-ISDA / Act/Act / Act/Act-ISDA / Actual/365-FBF / Actual/Actual-FBF / Actual/Actual-ICMA / Act/Act-ICMA / Actual/365 (Fixed) / Act/365 (Fixed) / A/365 (Fixed) / A/365 F / Actual/360 / Act/360 / A/360 / 30/360 / 360/360 / Bond Basis / 30/360-FBF / Actual 30A/360 (American Bond Basis) / 30E/360/ Eurobond Basis / 30E/360-

FBF / 30E/360-ISDA]

PROVISIONS RELATING TO REDEMPTION

20.	**Call Option (Condition 6(c)):**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) of each Note:	[[●] per Note of [●] Specified Denomination]
	(iii) If redeemable in part:	
	(a) Minimum Redemption Amount:	[[●] per [[●] in] Specified Denomination / Not Applicable]
	(b) Maximum Redemption Amount:	[[●] per [[●] in] Specified Denomination / Not Applicable]
	(iv) Option Exercise Date(s):	[●]
	(v) Notice period[7]:	[●]
21.	**Put Option(Condition 6(d)):**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[●] per Note of [●] Specified Denomination
	(iii) Option Exercise Date(s):	[●]
	(iv) Notice period[8]:	[●]
22.	**Final Redemption Amount of each Note (Condition 6(a)):**	[●] per Note of [●] Specified Denomination/ Specified Denomination] (*Note that the Final Redemption Amount shall be the Specified Denonimation or any higher amount*)
23.	**Early Redemption Amount (Condition 6(e)):** Early Redemption Amount(s) of each Note payable on early redemption:	[●] per Note of [●] Specified Denomination
24.	**Redemption by Instalment:**	[Applicable / Not Applicable] (*if not applicable, delete the remaining subparagraphs of this paragraph*)
	(i) Instalment Date(s):	[●]
	(ii) Instalment Amount(s) in respect of each Note:	[●]

[7] If setting notice periods which are different to those provided in the terms and conditions, consider the practicalities of distribution of information through intermediaries, for example clearing systems, as well as any other notice requirements which may apply, for example as between the Issuer and the Fiscal Agent (Condition 6 (c)).

[8] If setting notice periods which are different to those provided in the terms and conditions, consider the practicalities of distribution of information through intermediaries, for example clearing systems, as well as any other notice requirements which may apply, for example as between the Issuer and the Fiscal Agent (Condition 6 (d)).

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25.	**Form of Notes (Condition 1(a)):**	[Dematerialised Notes/ Materialised Notes] *(Materialised Notes are only in bearer form)* [Delete as appropriate]
	(i) Form of Dematerialised Notes:	[Not Applicable/if Applicable specify whether bearer form (*au porteur*)/ administered registered form (*au nominatif administré*)/ fully registered form (*au nominatif pur*)]
	(ii) Registration Agent:	[Not Applicable/if applicable give name and address] *(Note that a Registration Agent can be appointed in relation to Dematerialised Notes in fully registered form only)*
	(iii) Temporary Global Certificate:	[Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Notes on [●] (the "**Exchange Date**"), being forty (40) calendar days after the Issue Date subject to postponement as specified in the Temporary Global Certificate]
26.	**Identification of Noteholders (Condition 1(a)):**	[Not Applicable]/[Applicable]
27.	**Financial Centre(s) (Condition 7(g)):**	[Not Applicable/[●]. *Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which sub-paragraphs 16(v) relate*]
	Adjusted Payment Date (Condition 7(g)):	[Not Applicable / 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*]
28.	**Talons for future Coupons or Receipts to be attached to Definitive Materialised Notes (and dates on which such Talons mature) (Condition 7(b)):**	[Yes/No/Not Applicable] *(Only applicable to Materialised Notes)*
29.	**Redenomination, renominalisation and reconventioning provisions (Condition 1(d)):**	[Not Applicable/The provisions in Condition 1(d) apply]
30.	**Consolidation provisions (Condition 12(b)):**	[Not Applicable/The provisions in Condition 12(b) apply]
31.	**Masse (Condition 10):**	[Name and address of the Representative: [●] Name and address of the alternate Representative: [●]] [The Representative will receive no remuneration/The Representative will receive a remuneration of [●]]] [*If the Notes are held by a sole Noteholder, insert the wording below*: As long as the Notes are held by a sole

* In the market practice, if any date for payment in respect of Fixed Rate Notes, 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(f)).

Noteholder, it shall exercise all rights and obligations assigned by law to the Representative and the general meeting of the Noteholders. A Representative will be appointed as soon as the Notes are held by several Noteholders.]

Signed on behalf of AXA Bank Europe SCF:

By: .....

Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i)	Listing(s):	[Official List of the Luxembourg Stock Exchange/ other (*specify other relevant Regulated Market*)/ None]
(ii)	Admission to trading:	[Application [has been / is expected to be] made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [the Regulated Market of the Luxembourg Stock Exchange / [●] (*specify other relevant Regulated Market*) with effect from [●]] / Not Applicable] *(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*
(iii)	Estimate of total expenses related to admission to trading:	[[●] / Not Applicable]

2. RATINGS

Ratings:	[Not Applicable / The Notes to be issued have been rated/are expected to be rated: [Moody's France S.A.S.]: [●]] *(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*] [The above rating agency is established in the European Union, registered under Regulation (EC) no. 1060/2009 of the European Parliament and of the Council dated 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**") and included in the list of registered credit rating agencies published on the European Securities and Markets Authority's website (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk). In accordance with the CRA Regulation (as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 and as amended by the Credit Rating Agencies (Amendment etc.) (EU Exit) Regulations 2019 (the "**UK CRA Regulation**")), the rating assigned to the Notes by [[Moody's France S.A.S.] / [●]] will be endorsed by Moody's Investors Service Ltd, being a credit rating agency established in the United Kingdom and included in the list of credit rating agencies published by the Financial Conduct Authority on its website (https://www.fca.org.uk/markets/credit-rating-agencies/registered-certified-cras) in accordance with the UK CRA Regulation./Not Applicable] [[●] (*Include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider*)]

3. REASONS FOR THE OFFER[,]/[AND] ESTIMATED NET PROCEEDS [AND TOTAL EXPENSES][9]

(i)	Reasons for the offer:	[Applicable / Not Applicable] (*if not applicable, delete the remaining subparagraphs of this paragraph*) [The net proceeds of the issue of the Notes will be used for financing the assets of the Issuer in accordance with the provisions of Article L.513-2 of the French Monetary and Financial Code (*Code monétaire et financier*).]/[[●] (*to be specified*)]
(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 are insufficient to fund all proposed uses, state amount and sources of other funding.*)
(ii)	[Estimated total expenses:	[●]][10]

4. SPECIFIC CONTROLLER

The specific controller (*contrôleur spécifique*) shall deliver to the Issuer (i) for each quarter a certificate relating to the borrowing programme for the relevant quarter and, (ii) in case of issue of Notes equals or exceeds Euro 500,000,000 or its equivalent in any other currency, a certificate relating to such an issue.

[[*Insert name of specific controller*], as 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. 513-11 of the French Monetary and Financial Code (*Code monétaire et financier*), after settlement of this issue.]

5. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

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

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.]

[(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 Base Prospectus under Article 23 of the Prospectus Regulation.)]]

6. [Fixed Rate Notes only – YIELD

	[Applicable / Not Applicable] (*if not applicable, delete the remaining subparagraphs of this paragraph*)
Indication of yield:	[●]]

[9] Only applicable with respect to Notes with a specified denomination of less than €100,000.

[10] Only applicable with respect to Notes with a specified denomination of less than €100,000.

7. Floating Rate Notes only - HISTORIC INTEREST RATE AND BENCHMARKS

[Applicable / Not Applicable]
(*if not applicable, delete the remaining subparagraphs of this paragraph*)

Historic interest rates: Details of historic [EURIBOR, LIBOR, SONIA, CMS Rate, €STR or others] rates can be obtained, [but not] free of charge, from [Reuters/other] (*give details of electronic means of obtaining the details of performance*).

Benchmarks: Amounts payable under the Floating Rate Notes will be calculated by reference to [EURIBOR/LIBOR/SONIA/CMS Rate/€STR/(*other*)] which is provided by [the European Money Markets Institute/ICE Benchmark Administration/[●]]. As at [●], [the European Money Markets Institute/ICE Benchmark Administration/[●]/[the *Banque de France*]] [appears/does not appear] [on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of Regulation (EU) 2016/1011 as amended (the "**Benchmarks Regulation**")]/[on the benchmarks administrators register established and maintained by the Financial Conduct Authority (FCA) pursuant to Article 36 of the Benchmarks Regulation as it forms part of UK domestic law by virtue of the EUWA (the "**UK BMR**")]. [As far as the Issuer is aware, [[the European Money Markets Institute/ICE Benchmark Administration/[●]], as administrator of [EURIBOR/LIBOR/SONIA/CMS Rate/€STR/(*other*)] is not required to be registered by virtue of Article 2 of [the Benchmarks Regulation]/[the UK BMR]]/[the transitional provisions in Article 51 of [the Benchmarks Regulation]/[the UK BMR] apply, such that [the European Money Markets Institute/ICE Benchmark Administration/[●]] is not currently required to obtain authorisation or registration.]

8. OPERATIONAL INFORMATION

ISIN Code: [●]

Common Code: [●]

Depositaries:

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

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

Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable/*give name(s) and number(s) and address(es)*]

Delivery:	Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s) (if any):	[Not Applicable/*give name*]
Name and address of Calculation Agent (if any):	[Not Applicable / [●]]

9. DISTRIBUTION [AND UNDERWRITTING[11]]

Method of distribution:	[Syndicated / Non-syndicated]
(i) If syndicated,	[Not Applicable / [●]]
(a) Names and addresses of the coordinator(s) of the global offer:	[Not Applicable / specify names and addresses[12]]
(b) Names[, addresses and quotas][13] of the Managers:	[●] / (*give names[, addresses and quotas of the entities agreeing to underwrite the issue and of the entities agreeing to place the issue without a firm commitment or under 'best efforts' arrangements, and where not all of the issue is underwritten on a firm commitment basis, specify the portion not covered*[14]])
(c) Date of [Subscription] Agreement[15]:	[●]
(ii) Stabilising Manager(s) (if any):	[Not Applicable / [●]]
(iii) If non-syndicated, name [and address][16] of Dealer:	[Not Applicable / [●]]
(iv) Indication of the overall amount of the underwriting commission and of the placing commission:	[[●] of the Aggregate Nominal Amount of the Tranche[17] / Not Applicable]
(v) Applicable TEFRA exemption:	[TEFRA C / TEFRA D / TEFRA Not Applicable] (*TEFRA rules are not applicable to Notes in dematerialised form*)
(vi) Prohibition of Sales to EEA Retail Investors:	[Not applicable/Applicable]
(vii) Prohibition of Sales to UK Retail Investors:	[Not applicable/Applicable]

11 Only applicable with respect to Notes with a specified denomination of less than €100,000.
12 Only applicable with respect to Notes with a specified denomination of less than €100,000.
13 Only applicable with respect to Notes with a specified denomination of less than €100,000.
14 Only applicable with respect to Notes with a specified denomination of less than €100,000.
15 Only applicable with respect to Notes with a specified denomination of less than €100,000.
16 Only applicable with respect to Notes with a specified denomination of less than €100,000.
17 Only applicable with respect to Notes with a specified denomination of less than €100,000.

[Insert Issue Specific Summary[18]]

[18] Only applicable with respect to Notes with a specified denomination of less than €100,000.

SUBSCRIPTION AND SALE

Subject to the terms and on the conditions contained in the amended and restated dealer agreement dated 12 February 2021 between the Issuer, the Arranger and the Permanent Dealers (the "**Dealer Agreement**"), the Notes will be offered by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. References in this Base Prospectus to "**Permanent Dealers**" are to the person referred to above as Permanent Dealer and to such additional persons that may be appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to "**Dealers**" are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer.

The Issuer will pay each relevant Dealer a commission (if any) as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for their expenses incurred in connection with the Programme and the Dealers for certain of their activities in connection with the Programme.

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

Selling Restrictions

General

These selling restrictions may be modified by the agreement of the Issuer and the Dealers in particular following a change in a relevant law, regulation or directive. Any such modification will be set out in a supplement to this Base Prospectus.

Each Dealer and the Issuer has represented and agreed, and each further Dealer appointed under the Programme will be required to agree, that it will comply, to the best of its knowledge, with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms and that it will obtain any consent, approval or permission required for the purchase, offer or sale of Notes under the laws and regulations in force in any jurisdiction in which it makes such purchase, offer or sale. None of the Issuer or any other Dealer shall have responsibility therefore.

Each of the Dealers and the Issuer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that Materialised Notes may only be issued outside France.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

United States of America

The Notes have not been and will not be registered under the Securities Act or securities laws of any State or jurisdiction of the United States and may not be offered or sold, directly or indirectly within the United States or to, or for the account or benefit of U.S. persons as defined under Regulation S, except pursuant to an exemption from, or in a transaction not subject to the registration requirements of the Securities Act. The Notes are being offered and sold outside the United States to non U.S. persons in reliance on Regulation S. Terms used in this paragraph have the meanings given to them by Regulation S.

Materialised Notes having a maturity of more than one (1) year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each of the Dealers and the Issuer 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 delivered the Notes of any identifiable Tranche, (i) as part of their distribution at any time, or (ii) otherwise until forty (40) days after the completion of the distribution of such Tranche as determined and certified by the relevant Dealer, in the case of a non-syndicated issue, or the Lead Manager, in the case of a syndicated issue, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration to which it sells Notes during this period, a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

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

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the Dealer(s) reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States. Distribution of this Base Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States is prohibited.

European Economic Area

If the Final Terms in respect of any Notes specify "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each of the Dealers and the Issuer has represented and agreed, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in a Member State of the European Economic Area ("**EEA**") except that it may make an offer of such Notes to the public in that Member State of the EEA:

(a) **Qualified investors**: at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) **Fewer than 150 offerees**: at any time to fewer than one hundred and fifty (150) natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), as permitted under the Prospectus Regulation, subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) **Other exempt offers**: at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression "**an offer of Notes to the public**" in relation to any Notes in any Member State means a communication to persons in any form and by any means, presenting sufficient information on the terms of the offer and the Notes to be offered, so as to enable an investor to decide to purchase or subscribe for the Notes and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended.

This EEA selling restriction is in addition to any other selling restrictions set out above or below.

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer and the Issuer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

(ii) a customer within the meaning of Directive (EU) 2016/97, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(iii) not a qualified investor as defined the Prospectus Regulation; and

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Belgium

Each of the Dealers and the Issuer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that:

(a) it has not made or will not make a public offer in Belgium other than in compliance with the criteria listed in Article 1(4) of the Prospectus Regulation;

(b) it will only sell the Notes to one or more consumer(s) within the meaning of Article I.1.2° of the Belgian Economic Code, if, on doing so, it complies with the provisions of this Code and its implementing decrees.

France

Each of the Dealers and the Issuer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise transferred and will not offer, sell or otherwise transfer, directly or indirectly, any Notes to the public in France other than (i) to qualified investors (*investisseurs qualifiés*) as defined in Article L.411-2 1° of the French Monetary and Financial Code (*Code monétaire et financier*) and in Article 2(e) of the Prospectus Regulation, or (ii) to a restricted circle of investors (*cercle restreint d'investisseurs*), provided that such investors are acting for their own account, in accordance with Articles L.411-2 1° and D.411-4 of the French Monetary and Financial Code (*Code monétaire et financier*) and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, other than to investors as described in tems (i) and (ii) above, this Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes.

This Base Prospectus prepared in connection with the Notes has not been submitted to the clearance procedures of the *Autorité des marchés financiers*.

Switzerland

This document is not intended to constitute an offer or solicitation to purchase or invest in the Notes described herein. The Notes may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to Article 652a or Article 1156 of the Swiss Code of Obligations or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange or any other regulated trading facility in Switzerland and neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

United Kingdom

Prohibition of sales to UK Retail Investors

Unless the Final Terms in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as “Not Applicable”, each Dealer and the Issuer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client, as defined in point (8) of Article 2 of UK Prospectus Regulation; or

(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or

(iii) not a qualified investor as defined in Article 2 of UK Prospectus Regulation; and

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in the United Kingdom except that it may make an offer of such Notes to the public in the United Kingdom:

(A) at any time to any legal entity which is a qualified investor as defined in Article 2 of UK Prospectus Regulation;

(B) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of UK Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(C) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (A) to (C) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

For the purposes of this provision, the expression "**an offer of Notes to the public**" in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression "**UK Prospectus Regulation**" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

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

(a) in relation to any Notes which have a maturity of less than one year from the date of their issue, (i) it is a person whose ordinary activities involve in it acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to the persons whose ordinary activities involve in it acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or whose it is reasonable to expect they will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of Note would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 as amended (the "**FSMA**") by the Issuer;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

GENERAL INFORMATION

(1) The Issuer has obtained all necessary corporate and other consents, approvals and authorisations in France in connection with the establishment and the update of the Programme. Any issuance of Notes under the Programme, to the extent that such Notes constitute *obligations* under French law, requires the prior authorisation of the Board of Directors (*Conseil d'administration*) of the Issuer, which may delegate its power to any person of its choice.

(2) Save as disclosed in the section "Description of the Issuer – Recent Events" on pages 98 to 99 of this Base Prospectus, including the potential impact of the health crisis resulting from the coronavirus (Covid-19), there has been no material adverse change in the prospects of the Issuer since 31 December 2019. Save as disclosed in the section "Description of the Issuer – Recent Events" on pages 98 to 99 of this Base Prospectus, including the potential impact of the health crisis resulting from the coronavirus (Covid-19), there has been no significant change in the financial position or financial performance of the Issuer since 30 June 2020.

(3) 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 twelve (12) months which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer.

(4) Save as disclosed in the section "Relationship between AXA Bank Europe SCF and AXA Group Entities" on pages 100 to 124 of this Base Prospectus, there are no material contracts that are not entered into the ordinary course of the Issuer's business which could result in the Issuer being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to Noteholders in respect of the Notes being issued.

(5) Application may be made for Notes to be accepted for clearance through Euroclear France (66 Rue de la Victoire, 75009 Paris, France) and/or Euroclear (boulevard du Roi Albert II, 1210 Bruxelles, Belgium) and Clearstream (42, avenue JF Kennedy, L-1855 Luxembourg, Luxembourg). The Common Code and the International Securities Identification Number (ISIN) or the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.

(6) Pursuant to Article R.513-16 IV of the French Monetary and Financial Code (*Code monétaire et financier*), 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 on the basis of a quarterly borrowing programme and for any issue of Notes in a principal amount equal to or above Euro 500 million or its equivalent in the currency of issue. The specific controller also certifies that the conditions provided for under Article L.513-26 of the French Monetary and Financial Code (*Code monétaire et financier*) are met, as the case may be.

(7) Mazars at 61 rue Henri Régnault, 92400 Courbevoie and PricewaterhouseCoopers Audit at 63, rue de Villiers, 92200 Neuilly-sur-Seine are registered with the *Compagnie Nationale des Commissaires aux Comptes* (official statutory auditors' representative body) and subject to the authority of the *Haut Conseil du Commissariat aux Comptes* (French High Council of Statutory Auditors). Mazars and PricewaterhouseCoopers Audit have audited and rendered unqualified audit reports on the non-consolidated financial statements of the Issuer for the years ended 31 December 2018 and 31 December 2019. Mazars and PricewaterhouseCoopers Audit have performed on a limited review (*examen limité*) and rendered an unqualified review report on the non-consolidated financial statements of the Issuer for the six (6) months periods ended 30 June 2020. The Issuer does not produce consolidated financial statements.

(8) For so long as Notes may be issued pursuant to this Base Prospectus, the following documents will be available, during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection and, in the case of (i) and (ii) below, copies will be available free of charge, at the (a) registered office of the Issuer and at the specified office of the Paying Agent(s) and (b) (save for the document mentioned in point (iv) below) on the website of the Issuer at (https://www.axabank.be/fr/a-propos-axa-banque/investor-relations-and-financial-information/covered-bonds):

(i) the *statuts* of the Issuer;

(ii) the most recently published audited non-consolidated financial statements and interim financial statements of the Issuer;

(iii) the Final Terms for Notes that are listed on the Official List of the Luxembourg Stock Exchange and traded on the Regulated Market of the Luxembourg Stock Exchange or any other Regulated Market in the EEA;

(iv) the Agency Agreement (which includes the form of the *Lettre Comptable*, of the Temporary Global Certificates, of the Definitive Materialised Notes, of the Coupons, of the Receipts and of the Talons);

(v) a copy of this Base Prospectus together with any supplement to this Base Prospectus or further Base Prospectus and any document incorporated by reference therein; and

(vi) 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 (i) each quarter relating to the borrowing programme for the relevant quarter and (ii) each issue of Notes in a principal amount equal to or above Euro 500,000,000 or its equivalent in the currency of the relevant issue.

Copies of the Base Prospectus, the documents incorporated by reference and, in the case of Notes listed on the Official List of the Luxembourg Stock Exchange and traded on the Regulated Market of the Luxembourg Stock Exchange or any other Regulated Market in the EEA, the Final Terms will also be will be available to view on the website of the Luxembourg Stock Exchange (www.bourse.lu) or on the website of the relevant Regulated Market in the EEA.

(9) The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

(10) In relation to any Tranche of Fixed Rate Notes, the yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date (as defined in the Final Terms) of the Notes and will not be an indication of future yield.

(11) Where information has been sourced from third parties this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of such third party information is identified where used.

(12) The Issuer's website is https://www.axabank.be/fr/a-propos-axa-banque/investor-relations-and-financial-information/covered-bonds. Unless specifically incorporated by reference into this Base Prospectus, information contained on the website does not form part of this Base Prospectus.

(13) The Legal Entity Identifier ("**LEI**") of the Issuer is CVRWQDHDBEPUUVU2FD09.

(14) Amounts payable on Floating Rate Notes may be calculated by reference to an interest rate indice such as LIBOR, EURIBOR, €STR, CMS Rate or SONIA or any other reference rate set out in the applicable Final Terms. As at the date of this Base Prospectus, the administrators of LIBOR, EURIBOR and CMS Rate are included in ESMA's register of administrators under Article 36 of the Benchmarks Regulation or on the Financial Conduct Authority's benchmarks administrators register under Article 36 of the Benchmarks Regulation as it forms part of UK domestic law by virtue of the EUWA (the "**UK BMR**"). As far as the Issuer is aware, €STR and SONIA do not fall within the scope of the Benchmarks Regulation or the UK BMR by virtue of Article 2 of the Benchmarks Regulation and Article 2 of the UK BMR, such that the administrators of these benchmarks are not currently required to obtain authorisation/registration. The relevant Final Terms in respect of an issue of Floating Rate Notes will specify the relevant benchmark, the relevant administrator and whether such administrator appears on the ESMA register or the FCA register referred to above.

(15) The Dealer(s) have or may (i) engage in investment banking, trading or hedging activities including activities that may include prime brokerage business, financing transactions or entry into derivative transactions with the Issuer and AXA group entities (ii) act as underwriters in connection with offering of

shares or other securities issued by any AXA group entities or (iii) act as financial advisers to the Issuer or AXA group entities. In the context of these transactions, certain of such Dealer(s) have or may hold shares or other securities issued by entities of the AXA group entities. Where applicable, they have or will receive customary fees and commissions for these transactions.

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

GLOSSARY OF DEFINED TERMS

Words and expressions defined in elsewhere in this Base Prospectus will have the same meanings when used below. Some of the terms below may be otherwise defined in other sections of the Base Prospectus. In case of inconsistency or contradiction, the terms of the definitions which appear in other sections of the Base Prospectus shall prevail. In addition, the below glossary which shall form part of the Base Prospectus does not constitute an exhaustive list of all the definitions used in other sections of the Base Prospectus and shall be read and construed in conjunction with such other sections.

"**Accounting Records**" means, in respect of any Loan, all books, books of account, registers, records, databases and other information (including, without limitation, computer programmes, tapes, discs, software and related property rights) maintained (and recreated in the event of destruction of the originals thereof) with respect to such Loan and the related Debtor.

"**Additional Security**" means, with regard to any Loan, all claims, whether contractual or in tort, against any Insurance Company, notary public, mortgage registrar, public administration, property expert, broker or any other person in connection with such Loans or the related Mortgaged Property or Loan Security or in connection with AXA Bank Belgium's decision to grant such Loans and in general, any other security or guarantee other than the Loan Security created or existing in favour of AXA Bank Belgium as security for a Loan.

"**Administrator**" means AXA Bank Belgium in its capacity as administrator of the Issuer pursuant to the terms of the Administrative Agreement.

"**Advance**" means advance made available by the Lender to the Borrower in accordance with the Facility Agreement for the purpose of financing the general financial needs of the Borrower.

"**Aggregate Collateral Security Amount**" means, on any Asset Cover Test Date the sum of the Collateral Security Asset Net Values.

"**All Sums Mortgage**" means an all sums mortgage (*alle sommen hypotheek/hypothèque pour toutes sommes*) that secures the relevant Loan and all other amounts that a particular Debtor owes or in the future may owe to the Pledgor pursuant to Article 81 *quinquies* of the Belgian Mortgage Act.

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

"**Asset Cover Test**" means a test carried out by the Facility Calculation Agent on each Asset Cover Test Date to ensure that the amount of Collateral Security required pursuant to the Collateral Security Agreements is in place.

"**Asset Cover Test Date**" means, in respect of the Collateral Security Agreements, the 7th Business Day of each calendar month and each issuance date of a Series or a Tranche of Notes; by way of exception to the foregoing, the first Asset Cover Ratio Test Date shall be the 7th Business Day of the calendar month occurring after an initial Advance is made pursuant to, and subject, the terms and conditions of the Facility Agreement;

"**Belgian Financial Collateral Act**" means the Belgian Act of 15 December 2004 on Financial Collateral.

"**Belgian Collateral Security Agreement**" means the collateral security agreement governed by Belgian law entered into on 27 November 2017, AXA Bank Europe SCF, in its capacity as Secured Party, and AXA Bank Belgium, in its capacity as Administrator, Facility Calculation Agent and Pledgor, as the same may be amended, varied or supplemented from time to time.

"**Belgian Mortgage Act**" means the Act of 16 December 1851 on mortgages (*Hypotheekwet*/*Loi hypothécaire*), as amended from time to time.

"**Book Value**" means the book value of the Loans outstanding.

"**Borrower**" means AXA Bank Belgium, in its capacity as borrower pursuant to the terms of the Facility Agreement.

"**Breach of Asset Cover Test**" means, in respect of the Collateral Security Agreements, the failure by the Borrower to cure a Non Compliance with Asset Cover Test which has occurred on any Asset Cover Test Date prior to the next following Asset Cover Test Date.

"**Cash Advance Agreement**" means the cash advance agreement entered into between the Issuer and AXA Bank Belgium setting out the terms and conditions under which AXA Bank Belgium undertakes to make some advances to the Issuer.

"**CLTCV**" means the ratio of current loan to current value, which is calculated as:

(a) the current balance of the Loans of a Debtor, for the purpose of this calculation increased by the current balance of other loans as existed before the relevant Collateral Effective Date or Purchase Date (as applicable), as relevant, divided by:

(b) the Current Property Values indexed to the relevant Collateral Effective Date or Purchase Date (as applicable), as relevant, less any mortgage inscription amounts held by a third party that rank higher in priority to the mortgage inscriptions granted to AXA Bank Belgium.

"**CLTM**" means current loan to mortgage inscription, which is calculated as:

(a) the current balance of the Loans of a Debtor, for the purpose of this calculation increased by the current balance of other loans as existed before the relevant Collateral Effective Date or Purchase Date (as applicable), divided by:

(b) the sum of the first and any subsequent ranking mortgage inscriptions granted to AXA Bank Belgium (for avoidance of doubt, mortgage mandates are excluded).

"**Collateral Directive**" means Directive 2002/47/EC of the European Parliament and of the Council of 6 June 2002 on financial collateral arrangements as amended from time to time.

"**Collateral Effective Date**" means, with respect to each Eligible Collateral Asset to be pledged as Collateral Security under the Collateral Security Agreements, the calendar day upon which such Eligible Collateral Asset shall have been notified by the relevant party as being effectively pledged as Collateral Security subject to, and in accordance with, the relevant terms of the Collateral Security Agreements.

"**Collateral Security**" means, pursuant to the Collateral Security Agreements, the pledge made by the Pledgor, from time to time, of the Eligible Collateral Assets for the benefit of the Secured Party.

"**Collateral Security Agreements**" means the French Collateral Security Agreement and the Belgian Collateral Security Agreement.

"**Collateral Security Asset Net Values**" means the net asset value of the Collateral Security Assets as determined in accordance with the French legal framework applicable to *sociétés de crédit foncier*, and in particular Article R.513-1 of the French Monetary and Financial Code (*Code monétaire et financier*).

"**Collateral Security Assets**" means the Eligible Collateral Assets pledged by the Pledgor in favour of the Secured Party under the Collateral Security Agreements.

"**Collateral Servicing Agreement**" means the collateral servicing agreement entered into on 27 November 2017 between AXA Bank Europe SCF, in its capacity as Secured Party, and AXA Bank Belgium, in its capacity as Servicer, Administrator and Facility Calculation Agent, as the same may be amended, varied or supplemented from time to time.

"**Collection Account**" means any and all bank accounts opened in the name of AXA Bank Belgium to collect interest and principal paid under the Loans.

"**Collection Loss Reserve**" means the collection loss reserve funded by AXA Bank Belgium upon the occurrence of certain trigger events in accordance with, and subject to the terms of, the Cash Advance Agreement.

"**Collection Loss Reserve Required Amount**" means the amount to be funded by AXA Bank Belgium into the Collateral Loss Reserve in the occurrence of a Collection Loss Reserve Trigger Event, such amount being equal

to the greater of (i) the collections received by AXA Bank Belgium during the preceding one calendar month preceding the Collection Loss Reserve Trigger Event under both the Loans sold to the Issuer under the Mortgage Loan Sale Agreement and Loans granted as collateral security to the benefit of the Issuer under the Collateral Security Agreements and (ii) an amount equal to the sum of (A) the aggregate amount of interest payable by the Issuer under any outstanding Series of Notes, (B) any amount payable by the Issuer under any hedging agreement, (C) any other debts benefiting from the *Privilège* (but, for the avoidance of doubt and any double counting, excluding the amount due under the Notes or the hedging agreements) in accordance with Article L.513-11 of the French Monetary and Financial Code (*Code monétaire et financier*) and (D) any fees payable by the Issuer.

"**Collection Loss Reserve Trigger Event**" means the event AXA Bank Belgium's rating is or falls below "Baa3cr" (long-term counterparty risk assessment) by Moody's.

"**Construction Loan**" means any loan originated by AXA Bank Belgium the proceeds of which are intended to construct or renovate residential property located in Belgium and the proceeds of which have been fully released to the Debtor on the relevant Collateral Effective Date or Purchase Date (as applicable).

"**Contract Records**" means:

(a) the computer and manual records, files, internal data, books and all other information (including information stored in information systems) related to the Loans or the Loan Security, together with the Asset Contractual Documentation and other documents evidencing title of the relevant entity to such assets; and

(b) the records, files, internal data, computer systems and all other information related to the Collection Accounts and the operation of the same.

"**Contractual Overcollateralisation Percentage**" means the percentage of contractual overcollateralisation to be agreed between the Pledgor and the Secured Party in accordance with the Collateral Security Agreements, being specified that the Pledgor and the Secured Party may agree to increase such percentage pursuant to the Collateral Security Agreements.

"**Current Property Value**" means the property value after indexation based on figures as provided by property expert Stadim CVBA, with its registered office at Uitbreidingstraat 10-16, 2600 Antwerp.

"**Cut-Off Date**" means, in respect of the Purchase Documents, the first calendar day of the month in which a Purchase occurs.

"**Debtor**" means a borrower under any Loan.

"**Default Interest**" means default interest under any Loan.

"**Defaulted Loan**" means a Loan which is either (i) in arrears for more than 180 days or (ii) which has been accelerated and in relation to which foreclosure procedures have commenced.

"**Delinquent Loan**" means a Loan in arrears and for as long as it has not become a Defaulted Loan.

"**Drawdown Request**" means a drawdown request completed by the Borrower in respect of an Advance as set out in the Facility Agreement.

"**DTI**" means the ratio expressing the relation of the monthly debt (mortgage and non-financial debt, consumer loans, etc…) burden to the monthly income, in both cases after taxes.

"**Eligible Collateral Assets**" means, in respect of the Collateral Security Agreements, an asset which meets the requirements of the legal framework applicable to *sociétés de crédit foncier* and complies with all the Eligibility Criteria.

"**Enforcement Notice**" means, in respect of the Facility Agreement, upon the occurrence of an Event of Default, a written notice (such notice to constitute a *mise en demeure*) sent by the Lender (by itself or represented by the Administrator or any representative, agent or expert on its behalf), to the Borrower and the Administrator (with a copy to Moody's), (x) declaring that (i) no further Advances shall be available under the Facility Agreement, and (ii) the then outstanding Advances are immediately due and payable and (y) enforcing the rights of the Lender

under the Collateral Security Agreements for the repayment of any sum due by the Borrower under the Facility Agreement and not paid by the Borrower (whether at its contractual due date or upon acceleration).

"**Facility Agreement**" means a French law credit facility agreement entered into on 27 November 2017 between the Lender, the Borrower, the Administrator and the Facility Calculation Agent, as amended from time to time.

"**Facility Calculation Agent**" means AXA Bank Belgium, in its capacity as facility calculation agent pursuant to the terms of the Facility Agreement.

"**Facility Commitment**" means the aggregate maximum amount of € 9,000,000,000 made available by the Issuer to the Borrower.

"**Facility Documents**" means the Facility Agreement, the Collateral Security Agreements, the Collateral Servicing Agreement, the Master Definitions and Construction Agreement and the Administrative Agreement.

"**French Collateral Security Agreement**" means the collateral security agreement governed by French law entered into between AXA Bank Europe SCF, in its capacity as Secured Party, and AXA Bank Belgium, in its capacity as Administrator, Facility Calculation Agent and Pledgor, as entered into on 27 November 2017, and as the same may be amended, varied or supplemented from time to time.

"**Further Loan**" means any loan (*i.e.* a mortgage loan or a consumer loan, as the case may be) originated by AXA Bank Belgium after any Collateral Effective Date or Purchase Date (as applicable) that is covered by the same All Sums Mortgage as a Loan.

"**Hazard Insurance**" or "**Hazard Insurance Policy**" means an insurance policy covering fire and/or kindred perils in respect of the Mortgaged Property.

"**Insolvency Event**" means, with respect to AXA Bank Belgium, the occurrence of any of the following events:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) admits in writing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;

(d) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;

(e) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (d) above and:

(i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or

(ii) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;

(f) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(g) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(h) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;

(i) becomes subject of any resolution measure provided for under Book II, Title VIII of the Belgian Act of 25 April 2014 on the status and the supervision of credit institutions;

(j) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (i) above; or

(k) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

"**Insurance**" or "**Insurance Polic(y)(ies)**" means any and all Hazard Insurance Polic(y)(ies) or Life Insurance Polic(y)(ies)(s) in so far as it relates to any Loans.

"**Insurance Company**" means any insurance company granting a Hazard Insurance (in respect of a Mortgaged Property) or a Life Insurance (in respect of a Loan).

"**Lender**" means AXA Bank Europe SCF, in its capacity as lender pursuant to the terms of the Facility Agreement.

"**Life Insurance**" or "**Life Insurance Policy**" means an insurance policy which provides for the payment of a fixed amount for repayment of the Outstanding Balance of the relevant Loan upon the death of a Debtor.

"**Loan(s)**" means any loan receivables secured by a mortgage on a property situated in Belgium.

"**Loan Documents**" means in respect of a particular Loan, the completed loan documents and ancillary documents in respect of a Loan which set out the terms and conditions of the Loan, the Loan Security and the Additional Security.

"**Loan Security**" means in respect of any Loan, any Mortgage(s) or mortgage mandate(s) and all rights, title, interest and benefit relating to any payments under Insurance Policies, any guarantee provided for such Loan, any assignment of salaries (*loonsoverdracht*/*cession délégation de salaire*) that the Debtor may earn and any other type of Security granted in respect of the Loan.

"**Master Definitions and Construction Agreement**" means the master definitions and construction agreement entered on 27 November 2017 between AXA Bank Europe SCF (as Issuer, Lender and Secured Party) and AXA Bank Belgium (as Administrator, Borrower, Pledgor and Facility Calculation Agent), as the same may be amended, varied or supplemented from time to time.

"**Mortgage**" means mortgage (*hypotheek*/*hypothèque*) as such term is construed under Belgian law.

"**Mortgage Loan Sale Agreement**" or "**MLSA**" means the mortgage loan sale agreement entered on 27 November 2017 between the Purchaser and the Seller, as amended from time to time.

"**Mortgaged Property**" means a real property located in Belgium over which there is a Mortgage securing a Loan.

"**Mortgage Registration Office**" means the office (*hypotheekkantoor*/*bureau des hypothèques*) where mortgages are or, are to be, registered in accordance with the Belgian Mortgage Act.

"**Non-Compliance with Asset Cover Test**" means the Asset Cover Test Ratio being less than one (1).

"**Outstanding Balance**" means the balance of a Loan outstanding at a particular time (and in respect of a Defaulted Loan, as of the time such Loan has become defaulted).

"**Permitted Variation**" means a Variation which complies with the following conditions:

(a) the Variation will not provide for a full or partial release of the Mortgage;

(b) the Variation will not provide for a reduction of the Outstanding Balance of the Loan otherwise than as a result of an effective payment of principal;

(c) the Variation will not provide for any non-contractual maturity extensions on Loans;

(d) the Variation will not provide for any change in the fixed interest rate in respect of a Loan; and

(e) the Variation will not imply that the Loan would no longer comply with the Eligibility Criteria.

"**Pledge Certificate**" means the pledge certificate delivered by the Pledgor to the Secured Party on the relevant Collateral Effective Date containing a description and identification of the Eligible Collateral Assets that are pledged on such date and certifying, in particular, that such Eligible Collateral Assets to be pledged qualify as Eligible Collateral Assets.

"**Pledgor**" means AXA Bank Belgium, in its capacity as pledgor under the Collateral Security Agreements.

"**Portfolio**" means the whole or part of the aggregate of all Loans that have been purchased by the Issuer pursuant to the MLSA and are at the relevant time still owned by the Purchaser.

"**Pre-Maturity Reserve**" means the pre-maturity reserve funded by AXA Bank Belgium upon the occurrence of certain trigger events in accordance with, and subject to the terms of, the Cash Advance Agreement.

"**Prepayment**" means any voluntary payment of principal on any Loan prior to its scheduled due date in accordance with the provisions for prepayments provided for in the relevant Loan Documents.

"**Prepayment Penalty**" means, in respect of the Collateral Security Agreements, any penalty due in the event of a Prepayment.

"**Programme Documents**" means:

(a) the Terms and Conditions;

(b) the Agency Agreement;

(c) the Dealer Agreement;

(d) the Facility Documents;

(e) the Purchase Documents;

(f) the Cash Advance Agreement;

(g) the Administrative Agreement;

(h) the Management and Recovery Agreement;

(i) as the case may be, any Term Loan Agreement(s), if any; and

(j) as the case may be, any Hedging Agreement(s), if any;

"**Purchase**" means each sale and purchase of Loans under the MLSA.

"**Purchase Date**" means the date designated in the *Bordereau* governed by Articles L.513-13 and R.513-12 of the French Monetary and Financial Code (*Code monétaire et financier*) substantially in the form contained in the MLSA for each Purchase and transfer of the property on the Loans.

"**Purchase Documents**" means the Mortgage Loan Sale Agreement, the Servicing Agreement, the Purchase Master Definitions and Construction Agreement and the Administrative Agreement.

"**Purchase Master Definitions and Construction Agreement**" means the purchase master definitions and construction agreement entered on 27 November 2017 between AXA Bank Europe SCF (as Purchaser) and AXA

Bank Belgium (as Seller, Servicer and Administrator), as the same may be amended, varied or supplemented from time to time.

"**Purchaser**" means AXA Bank Europe SCF, in its capacity as purchaser pursuant to the terms of the MLSA.

"**Secured Liabilities**" means, pursuant to the Collateral Security Agreements, all and any amounts (whether in principal, interest, fees, indemnities or guarantees) owed by the Pledgor under the Programme Documents, whether present or future.

"**Secured Party**" means AXA Bank Europe SCF, pursuant to the terms of the Collateral Security Agreements.

"**Seller**" means AXA Bank Belgium, in its capacity as seller pursuant to the terms of the MLSA.

"**Servicer**" means AXA Bank Belgium in its capacity as servicer pursuant to the terms of the Collateral Servicing Agreement and the Servicing Agreement.

"**Servicer Rating Trigger Event**" means the long-term senior unsecured, unsubordinated and unguaranteed debt obligations of the Servicer is rated below Baa3 by Moody's or is not rated.

"**Servicing Agreement**" means the servicing agreement entered on 27 November 2017 between the Purchaser, the Servicer, the Administrator and the Seller, as amended from time to time.

"**Stop Payment Event**" means, in respect of the Cash Advance Agreement, the event where one or both of the following events occur and it has not been remedied on or before the twentieth (20th) calendar day immediately following the date on which such event occurred:

(a) AXA Bank Belgium fails to make a cash advance in accordance with the Cash Advance Agreement; and/or

(b) any of the Pre-Maturity Reserve or the Collection Loss Reserve is not funded up to the relevant required amount for each such reserve as set out in the Cash Advance Agreement,

provided that if an Insolvency Event occurs in respect of AXA Bank Belgium, such grace period shall not apply.

"**Transaction Account**" means, in respect of the Purchase Documents, a bank account held by the Purchaser on which the collections are credited from the Collection Account.

"**Variation**" means any variation, amendment or waiver of the terms or conditions of, or in relation to, a Loan or any rights in relation thereto.

INDEX OF DEFINED TERMS

Issuer

AXA Bank Europe SCF
203/205, rue Carnot
94138 Fontenay-sous-Bois
France

Arranger

BNP Paribas
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75009 Paris
France

Permanent Dealers

BNP Paribas
16, boulevard des Italiens
75009 Paris
France

Crédit Agricole Corporate and Investment Bank
12, place des Etats-Unis
CS 70052
92547 Montrouge Cedex
France

HSBC Continental Europe
38, avenue Kléber
75116 Paris
France

ING Bank N.V.
Bijlmerdreef 106
1102 CT Amsterdam
The Netherlands

NATIXIS
30, avenue Pierre Mendes France
75013 Paris
France

Société Générale
29, boulevard Haussmann
75009 Paris
France

Fiscal Agent, Principal Paying Agent and Calculation Agent

BNP Paribas Securities Services
(Euroclear France number 29106)
3,5,7 rue du Général Compans
93500 Pantin

Luxembourg Listing Agent

BNP Paribas Securities Services, Luxembourg Branch
60, avenue J.F. Kennedy
L-1855 Luxembourg

Auditors to the Issuer

PricewaterhouseCoopers Audit
63, rue de Villiers
92208 Neuilly sur Seine
France

Mazars
61, rue Henri Régnault
92400 Courbevoie
France

Specific Controller to the Issuer

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75008 Paris
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Legal Advisers

To the Issuer

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To the Permanent Dealers

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