



Casino Guichard-Perrachon

Euro 8,000,000,000

Euro Medium Term Note Programme

Due from one month from the date of original issue

Under the Euro Medium Term Note Programme described in this Base Prospectus (the “**Programme**”), Casino Guichard-Perrachon (the “**Issuer**” or the “**Group**” or “**Casino**”), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the “**Notes**”). The aggregate nominal amount of Notes outstanding will not at any time exceed Euro 8,000,000,000 (or the equivalent in other currencies).

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

Application may be made (i) to the Luxembourg Stock Exchange and/or (ii) to the competent authority of any other Member State of the European Economic Area (“**EEA**”) for Notes issued under the Programme to be listed and admitted to trading on a Regulated Market (as defined below) in such Member State. The Luxembourg Stock Exchange is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC (a “**Regulated Market**”). However, Notes may also be issued pursuant to the Programme that are not listed and admitted to trading on a Regulated Market. The relevant final terms (the “**Final Terms**”) (a form of which is contained herein) in respect of the issue of any Notes will specify whether or not such Notes will be listed and admitted to trading and, if so, the relevant Regulated Market in the EEA. Application has been made to the *Commission de surveillance du secteur financier* in Luxembourg for approval of this Base Prospectus in its capacity as competent authority under the *loi relative aux prospectus pour valeurs mobilières* dated 10 July 2005 which implements the Directive 2003/71/EC of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading. References in this Base Prospectus to the “**Prospectus Directive**” shall include the amendments made by Directive 2010/73/EU (the “**2010 PD Amending Directive**”) to the extent that such amendments have been implemented in the relevant Member State of the European Economic Area. In accordance with article 7(7) of the *loi relative aux prospectus pour valeurs mobilières* dated 10 July 2005, the *Commission de surveillance du secteur financier* shall give no undertaking as to the economical and financial soundness of the operation or the quality or solvency of the Issuer by approving this Base Prospectus.

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 and R.211-1 of the French *Code monétaire et financier*. No physical documents of title will be issued in respect of the Dematerialised Notes.

Dematerialised Notes may, at the option of the Issuer, be in bearer dematerialised form (*au porteur*) inscribed as from the issue date in the books of Euroclear France (“**Euroclear France**”) (acting as central depository) which shall credit the accounts of Account Holders (as defined in “Terms and Conditions of the Notes - Form, Denomination, Title and Redenomination”) including Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depository bank for Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”) or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder (as defined in Condition 1(c)(iv)), in either fully registered form (*nominatif pur*), in which case they will be inscribed either with the Issuer or with the registration agent (designated in the relevant Final Terms) for the Issuer, or in administered registered form (*nominatif administré*) in which case they will be inscribed in the accounts of the Account Holders designated by the relevant Noteholders.

Materialised Notes will be in bearer materialised form only and may only be issued outside France. A temporary global certificate in bearer form without interest coupons attached (a “**Temporary Global Certificate**”) will initially be issued in connection with Materialised Notes. Such Temporary Global Certificate will be exchanged for definitive Materialised Notes in bearer form with, where applicable, coupons for interest attached on or after a date expected to be on or about the 40th day after the issue date of the Notes (subject to postponement as described in “Temporary Global Certificates issued in respect of Materialised Bearer Notes”) upon certification as to non U.S. beneficial ownership as more fully described herein.

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

Unless otherwise specified in the relevant Final Terms, Notes to be issued under the Programme with a maturity of 12 months or more will be rated BBB- by Standard & Poor’s Ratings Services and BBB- by Fitch Ratings. Unless otherwise specified in the relevant Final Terms, Notes to be issued under the Programme having a maturity of less than 12 months will be rated F3 by Fitch Ratings. Standard & Poor’s Ratings Services and Fitch Ratings are established in the European Union and registered under Regulation (EC) No. 1060/2009 on credit ratings agencies as amended by Regulation (EU) No. 513/2011 (the “**CRA Regulation**”) and are 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 as of the date of this Base Prospectus. Subordinated Notes will have a rating, if any, as is assigned to them by the relevant rating organisation as specified in the relevant Final Terms. The relevant Final Terms will specify whether or not such credit ratings are issued by a credit rating agency established in the European Union and registered under the CRA Regulation. Credit ratings are subject to revision, suspension or withdrawal at any time by the relevant rating organisation. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating assigned to Notes issued under the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

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

Arranger
Deutsche Bank
Dealers

Barclays Capital
Crédit Agricole CIB
HSBC
NATIXIS
Société Générale Corporate & Investment Banking

BNP PARIBAS
Deutsche Bank
J.P. Morgan
Santander Global Banking & Markets
The Royal Bank of Scotland

The date of this Base Prospectus is 17 November 2011

This Base Prospectus (together with any supplements to this Base Prospectus published from time to time (each a “Supplement” and together the “Supplements”)) comprises a base prospectus for the purposes of Article 5.4 of the Prospectus Directive in respect of, and for the purpose of giving information with regard to, the Issuer and its respective consolidated subsidiaries and affiliates as a whole (together with the Issuer, the “Group”, “Group Casino” or “Casino Group”) which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer.

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

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

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

The Arranger and the Dealers have not separately verified the information contained in this Base Prospectus. None of the Dealers or the Arranger makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Base Prospectus. Neither this Base Prospectus nor any other financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arranger or the Dealers that any recipient of this Base Prospectus or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer or the Group during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.

In connection with the issue of any Tranche (as defined in “Summary”), one of the Dealers may act as a stabilising manager(s) (the “Stabilising Manager(s)"). The identity of the Stabilising Manager will be disclosed in the relevant Final Terms.

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 Agent

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 of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment shall be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with applicable laws and rules.

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

In this Base Prospectus, any discrepancies in any table between totals and the sums of the amounts listed in such table are due to rounding.

SUPPLEMENT TO THE BASE PROSPECTUS

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

TABLE OF CONTENTS

	Page
SUMMARY OF THE PROGRAMME.....	5
RISK FACTORS.....	13
DOCUMENTS INCORPORATED BY REFERENCE.....	26
PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE PROSPECTUS.....	29
GENERAL DESCRIPTION OF THE PROGRAMME.....	30
TERMS AND CONDITIONS OF THE NOTES.....	36
TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALISED BEARER NOTES.....	68
USE OF PROCEEDS.....	69
SELECTED FINANCIAL INFORMATION.....	70
DESCRIPTION OF CASINO GUICHARD-PERRACHON.....	71
RECENT DEVELOPMENTS.....	74
TAXATION.....	117
SUBSCRIPTION AND SALE.....	121
FORM OF FINAL TERMS 1 FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF NOTES WITH A DENOMINATION OF LESS THAN [€50,000/€100,000] TO BE LISTED AND ADMITTED TO TRADING ON A REGULATED MARKET OR REGULATED MARKETS IN THE EUROPEAN ECONOMIC AREA.....	125
FORM OF FINAL TERMS 2 FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF NOTES WITH A DENOMINATION OF AT LEAST [€50,000/€100,000] TO BE LISTED AND ADMITTED TO TRADING ON A REGULATED MARKET.....	143
GENERAL INFORMATION.....	160

SUMMARY OF THE PROGRAMME

The following paragraph is to be read as an introduction to the Summary if the relevant Member State has not implemented the changes to the Summary requirements under the Directive 2010/73/EU (the “**2010 PD Amending Directive**”):

*This summary is a general description of the Programme and must be read as an introduction to this Base Prospectus, and any decision to invest in the Notes should be based on a consideration of the Base Prospectus as a whole. Following the implementation of the relevant provisions of Directive 2003/71/EC (the “**Prospectus Directive**”) in each Member State of the European Economic Area, no civil liability will attach to the Persons Responsible for the Information given in the Base Prospectus in any such Member State solely on the basis of the summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus. Where a claim relating to the information contained in the Base Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.*

The following paragraph is to be read as an introduction to the Summary if the relevant Member State has implemented the changes to the Summary requirements under the 2010 PD Amending Directive:

This summary is a general description of the Programme and must be read as an introduction to this Base Prospectus and any decision to invest in the Notes should be based on a consideration of the Base Prospectus as a whole, including the documents incorporated by reference. Following the implementation of the relevant provisions of the Prospectus Directive (Directive 2003/71/EC, as amended by Directive 2010/73/EU) in each Member State of the European Economic Area, no civil liability will attach to the Issuer in any such Member State solely on the basis of this summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus or it does not provide, when read together with the other parts of this Base Prospectus, key information in order to aid investors when considering whether to invest in the Notes. Where a claim relating to the information contained in this Base Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating this Base Prospectus before the legal proceedings are initiated.

I. Notes to be issued under the Programme

Issuer:	Casino Guichard-Perrachon
Arranger:	Deutsche Bank AG, Paris Branch
Dealers:	Banco Santander, S.A. Barclays Bank PLC BNP PARIBAS Crédit Agricole Corporate and Investment Bank Deutsche Bank AG, London Branch HSBC Bank plc J.P. Morgan Securities Ltd. Natixis Société Générale The Royal Bank of Scotland plc

Programme Limit:	Up to Euro 8,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
Fiscal Agent and Principal Paying Agent:	Deutsche Bank AG, London Branch
Paying Agents:	Deutsche Bank AG, Paris Branch (as Paris Paying Agent) and Deutsche Bank, Luxembourg S.A. (as Luxembourg Paying Agent)
Luxembourg Listing Agent:	Deutsche Bank Luxembourg S.A.
Method of Issue:	The Notes will be issued on a syndicated or non-syndicated basis.
Maturities:	Subject to compliance with all relevant laws, regulations and directives, any maturity from one month from the date of original issue.
Currencies:	Euro, U.S. Dollar, Japanese yen, Swiss franc, Polish zloty, Sterling and any other currency specified in the relevant Final Terms.
Financial terms of the Notes (price, amount, etc.):	The financial terms and conditions of the Notes of each Series of Notes will be set out in the applicable Final Terms.
Denomination(s):	Minimum denomination of each Note: €1,000 (or the equivalent amount in any other currency at the issue date). Dematerialised Notes will be issued in one denomination only.
Status of Notes:	Unsubordinated, Subordinated or Deeply Subordinated Notes.
Form of Notes:	Dematerialised Notes or Materialised Notes. Dematerialised Notes may be issued in bearer dematerialised form (<i>au porteur</i>) or in registered dematerialised form (<i>au nominatif</i>). Materialised Notes will be in bearer form only.
Negative Pledge:	There will be a negative pledge in respect of Unsubordinated Notes.
Event of Default (including cross default)	There will be events of default and a cross-default in respect of Unsubordinated Notes; Subordinated Notes and Deeply Subordinated Notes will be repayable in the event of the liquidation of the Issuer only.
Redemption:	The Final Terms will specify the conditions under which the Notes may be redeemed prior to maturity at the option of the Noteholder or the Issuer. If specified in the relevant Final Terms, the Issuer will have the option to redeem the Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date, at the Make-whole Redemption Amount. See Condition 6(c)(ii) “Terms and Conditions of the Notes - Redemption, Purchase and Options - Redemption at the Option of the Issuer and Partial Redemption – Make-whole redemption”.
Taxation Redemption:	The Notes will be subject to redemption at the option of the Issuer for taxation reasons.
Taxation:	All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by

law.

See section “Taxation”

Central Depository:	Euroclear France in respect of Dematerialised Notes.
Clearing Systems:	Clearstream, Luxembourg and Euroclear.
Listing and Admission to Trading:	The Luxembourg Stock Exchange or as otherwise specified in the relevant Final Terms. As specified in the relevant Final Terms, a Series of Notes may or may not be listed and admitted to trading.
Offer to the public:	Unless the Final Terms so specify, the Notes shall not be offered to the public in Luxembourg and/or in any Member State of the European Economic Area.
Method of Publication of the Base Prospectus and Final Terms:	The Base Prospectus and the Final Terms relating to Notes listed and admitted to trading on any Regulated Market will always be published on the websites of (a) the Luxembourg Stock Exchange and (b) the Issuer (www.groupe-casino.fr). In addition, if the Notes are listed and admitted to trading on a Regulated Market other than the Luxembourg Stock Exchange, the relevant Final Terms will provide whether additional methods of publication are required and what they consist of.
Rating:	Notes issued under the Programme may be rated or unrated. The rating of a Tranche of Notes (if any) will be specified in the Final Terms. Standard & Poor’s Ratings Services and Fitch Ratings are established in the European Union and registered under Regulation (EC) No. 1060/2009 on credit ratings agencies as amended by Regulation (EU) No. 513/2011. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency. Credit ratings are subject to revision, suspension or withdrawal at any time by the relevant rating organisation.
Selling Restrictions:	The offer and sale of Notes will be subject to selling restrictions in various jurisdictions, in particular, those of the United States of America, those of Japan, those of France and the United Kingdom. Further restrictions that may apply to a Series of Notes will be specified in the applicable Final Terms.
Governing Law:	French law.

II. Key information about the Issuer

A. Key information about the Issuer

1. HISTORY AND DEVELOPMENT OF THE ISSUER

Casino Guichard-Perrachon (“**Casino**”), a French *société anonyme*, is registered with the *Registre du Commerce et des Sociétés* of Saint-Etienne under number B 554 501 171. Its registered office is located at 1, Esplanade de France, 42000 Saint-Etienne, France. It acts solely as the holding company of the Group. The phone number of Casino Guichard Perrachon’s switchboard is +33 4 77 45 31 31.

Casino was incorporated on 3 August 1898 following the signing of the by-laws on 1 July 1898. Its term, which was extended by extraordinary resolution of the shareholders at the General Meeting, of 31 October 1941, will expire on 31 July 2040 unless the Issuer is wound up before this date or its term is further extended. It is governed by the provisions of the French *Code de commerce*.

The Casino banner dates back to 1898, when Geoffroy Guichard created Société des Magasins du Casino and opened the first store in Veauche in central France. Just three years later, in 1901, the first Casino brand products were launched, thus pioneering the private-label concept.

The Group expanded rapidly until the eve of the Second World War, opening more than 500 stores in ten years. It initially focused on the Saint-Etienne and Clermont-Ferrand regions and during the 1930s expanded its reach down to the Côte d’Azur. In 1939, the Issuer managed nine warehouses and almost 2,500 retail stores.

In the 1950s, Casino embarked on a policy of diversifying its formats and its business activities. The first self-service store opened in 1948, the first Casino supermarket in 1960, the first Casino Cafétéria in 1967 and the first Géant hypermarket in 1970. Acquisition of L’Épargne in 1970 extended the Group’s operations to southwestern France.

At the end of the 1970s, Casino broke into the international markets, launching a chain of cafeterias in the United States and then acquiring 90 “cash & carry” stores under the Smart & Final banner in 1984.

The mid-1980s marked a turning point in the Group’s expansion policy. It adopted a redeployment strategy aimed at achieving critical mass to improve its resilience in an increasingly competitive retail industry.

This strategy consisted first and foremost of expanding its operations in France and refocusing on its core business as a retailer. Between 1985 and 1996, it acquired control of two retail companies in eastern and southern France, Cédis and La Ruche Méridionale. It signed partnership agreements with the Corse Distrib’ Group and with Coopérateurs de Normandie-Picardie. In 1992, it took over Rallye’s retail business comprising hypermarkets, supermarkets and cafeterias.

The Issuer also launched a programme to refurbish its hypermarkets and modernise its convenience store network, with the aim of repositioning both its corporate image and the image of its banners.

Casino created Spar France in 1996 and acquired a stake in Monoprix-Prisunic in 1997. It also took a majority stake in the Franprix and Leader Price banners in 1997, making it the leading retailer in Paris.

As a result of these developments, on the eve of the new millennium Casino had become one of France’s leading retail groups.

Building on its strong domestic position, the Group then decided to strengthen its international presence and embarked on an active international expansion policy. From 1998 to 2002, it acquired a large number of retail companies in South America (Libertad in Argentina, Disco in Uruguay, Exito in Colombia and GPA in Brazil), Asia (Big C in Thailand, Vindémia in Vietnam), the Netherlands (Laurus, now Super de Boer) and the Indian Ocean region (Vindémia in Reunion, Madagascar, Mayotte and Mauritius).

It also moved into Poland and Taiwan, opening its first Polish hypermarket in Warsaw in 1996 followed by a Leader Price store in 2000, and its first hypermarket in Taiwan in 1998.

Since 2000, Casino has strengthened its presence in France in the most buoyant retail formats and expanded in its most promising international markets.

In France, Casino has adapted its business mix to meet changing market trends, first by strengthening its position in convenience and discount formats through major acquisitions. In 2000, it acquired a stake in online retailer Cdiscount and raised its interest in Monoprix to 50%. In 2003, Casino and Galeries Lafayette renewed their partnership in Monoprix. At the end of 2008, the strategic agreement between the two partners was extended until 2012.

In 2004, the Group increased its interest in Franprix Holding to 95% and in Leader Price Holding to 75%. Since 2009, it has owned 100% of both companies.

Secondly, Casino also began to develop other businesses connected with retailing, such as financial services and property. In 2001, it joined forces with Cofinoga to create Banque du Groupe Casino. In 2005, the Group's shopping centre properties were spun off into a new subsidiary, Mercialis, which was floated on the stock exchange.

In the international markets, Casino began to refocus its business on two core regions, South America and Southeast Asia, to capitalise on their strong growth potential. From 2005 to 2007, the Group acquired joint control of the GPA Group in Brazil, and became majority shareholder of Exito in Colombia and Vindémia in the Indian Ocean region. In 2006, Casino sold its Polish retailing businesses and its 50% interest in the Taiwanese subsidiary Far Eastern Géant, followed by its interest in Smart & Final in the USA in 2007. In 2009, Casino sold its 57% interest in Dutch retailer Super de Boer.

2. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT, ADVISERS AND AUDITORS

Board of Directors at 28 February 2011:

Jean-Charles Naouri (Chairman and Chief Executive Officer), Didier Carlier (representing Euris), Abilio Dos Santos Diniz, Henri Giscard d'Estaing, Jean-Marie Grisard (representing Matignon-Diderot), Philippe Houzé, Marc Ladreit de Lacharrière, Didier Lévêque (representing Foncière Euris), Catherine Lucet, Gilles Pinoncély, Gérald de Roquemaurel, David de Rothschild, Frédéric Saint-Geours, Michel Savart (representing Finatis), Rose-Marie Van Lerberghe.

Group Executive Committee:

Jean-Charles Naouri (Chairman and Chief Executive Officer), Hervé Daudin (Merchandise and Supply Chain Director, Chairman of the Board of Directors of Cdiscount), Yves Desjacques (Human Resources Director), Jean-Michel Duhamel (à voir) (Chairman of Asinco and Franprix-Leader Price Holding (formerly Asinco)) , Jacques Ehrmann (Real Estate and Expansion Director), Antoine Giscard d'Estaing (Chief Financial Officer), Thierry Levantal (Group Legal Counsel), André Lucas (Managing Director, Hypermarkets and Casino Supermarkets), Arnaud Strasser (Corporate Development and Holdings Director), Omri Benayoun (*Committee Secretary*).

Audit Committee:

Frédéric Saint-Geours, Jean-Dominique Comolli, Gérald de Roquemaurel, Gilles Pinoncély, Pierre Glacometti

Statutory Auditors:

Prior 29 April 2010: Ernst & Young Audit, Didier Kling & Associés.

Since 29 April 2010: Ernst & Young et Autres, Deloitte & Associés

B. Key information concerning selected financial data of the Issuer as at 31 December 2010

1. OFFER STATISTICS AND EXPECTED TIMETABLE

In accordance with the relevant documentation (Base Prospectus and Final Terms) and all relevant laws, the Issuer may from time to time issue Euro Medium Term Notes. The aggregate nominal amount of Notes outstanding will not at any time exceed Euro 8,000,000,000, or the equivalent in other currencies. Notes may be issued as Dematerialised Notes or

as Materialised Notes. In principle and unless otherwise specified in the relevant Final Terms, Notes to be issued under the Programme with a maturity of 12 months or more will be rated BBB- by Standard & Poor's Ratings Services and BBB- by Fitch Ratings. Unless otherwise specified in the relevant Final Terms, Notes to be issued under the Programme having a maturity of less than 12 months will be rated F3 by Fitch Ratings. The Final Terms in respect of the issue of any Notes will specify whether or not such Notes will be listed and, if so, the relevant stock exchange.

The consolidated financial statements as of 31 December 2010 have been audited and certified on 11 March 2011.

2. KEY INFORMATION CONCERNING SELECTED FINANCIAL DATA; CAPITALISATION; REASONS FOR THE OFFER AND USE OF PROCEEDS; RISK FACTORS

On 31 December 2010, the Issuer's capital stock consisted of 110,668,863 fully paid-up shares with a nominal value of €1.53. According to the consolidated financial statements as of 31 December 2010 the Issuer's consolidated stockholders' equity before appropriation of net income is €9,064 million.

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

The main risk factor identified by the Issuer relates to market, operational and legal risks. Market risks, such as liquidity risk, interest rate risk, currency risk, credit and counterparty risk and equities risks, are managed by the Finance Department of the Issuer which has the necessary tools and reporting obligations in order to fulfil the task. Operational risks, such as risks related to suppliers, sales method, trademarks and banners, are alleviated by the existence of the Issuer's French logistics network, managed by its Easydis subsidiary. Legal risks, such as compliance risk, tax and customs risk, claims and litigation, are alleviated by the obligation to comply with numerous specific regulations and audit requirements.

3. INFORMATION CONCERNING THE ISSUER; HISTORY AND DEVELOPMENT OF THE ISSUER; BUSINESS OVERVIEW

Founded in 1898, the Issuer is one of France's leading food retailers. As at 31 December 2010, it operated a total of 11,663 stores in various retail formats.

In France, which accounts for 62% of revenue and 59% of trading profit, Casino operates 120 hypermarkets¹, 795 supermarkets², 585 discount stores, 7,545 convenience stores and 287 cafeterias. In the international markets, which account for 38% of revenue and 41% of trading profit, Casino operates in eight countries: Brazil, Colombia, Thailand, Argentina, Uruguay, Vietnam, Madagascar and Mauritius. 92% of international consolidated revenue comes from South America and Asia, the Issuer's two core international regions. Casino holds leadership positions in both regions, where it operates a total of 2,202 stores including 294 hypermarkets.

In 2010, consolidated revenue totalled €29 billion, an increase of 8.7% on 2009, while net earnings were up 3.0% to €559 million.

4. OPERATING AND FINANCIAL REVIEW AND PROSPECTS; RESEARCH AND DEVELOPMENT, PATENTS AND LICENCES; TRENDS

Consolidated net sales for 2010 totalled €29,087 million and consolidated trading profit totalled €1,300 million.

5. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

The members of the Board of Directors and Group Executive Committee have been listed in point A.2 above. Led by the Chairman and Chief Executive Officer, the Executive Committee is responsible for the day-to-day management of

¹ Excluding International Affiliates

² Excluding International Affiliates

the Group's operations. It implements the strategic guidelines set out by the Board of Directors and the Chief Executive Officer. It helps to shape strategy, coordinates and shares initiatives, tracks cross-functional projects, ensures the alignment of action plans deployed by the subsidiaries and operating divisions and, in this capacity, sets priorities when necessary. It monitors the Group's results and financial position and draws up the Group's overall business plans. The Committee meets fortnightly.

The Group has 170,248 employees worldwide as of 31 December 2010, (including 79,217 in France) who are interested in the Group activities through the Casino employee mutual fund which owns 1.897% of the shares.

6. MAJOR SHAREHOLDERS AND RELATED-PARTY TRANSACTIONS

A detailed table of the Shareholders sets out the principal shareholders of the Issuer and the percentage of their capital stock and their corresponding voting rights as at 31 January 2011 in the enclosed annual report. The voting rights of the major shareholders are the following: Rallye Group (60.4%), Public (33.2%), CNP Group (2.3%), Casino employee mutual fund (2.1%) and Galeries Lafayette (1.9%).

7. FINANCIAL INFORMATION; CONSOLIDATED STATEMENT AND OTHER FINANCIAL INFORMATION; SIGNIFICANT CHANGES

The consolidated financial statements of the Issuer as of 31 December 2010 have been audited by Ernst & Young et Autres and Deloitte & Associés on 11 March 2011.

The statutory auditor's report indicates that such consolidated financial statements present fairly, in all material respects, the financial position of the Issuer as of 31 December 2010 and the results of the Issuer's operations included in the consolidation for the year then ended, in accordance with International Financial Reporting Standards as adopted by the European Union.

Furthermore, the auditors have also reviewed, in accordance with International Financial Reporting Standards, the information relating to the Group contained in the Management Report. They had nothing to report with respect to the fairness of such information and its consistency with the consolidated financial statement.

8. ADDITIONAL INFORMATION CONCERNING SHARE CAPITAL, MEMORANDUM AND ARTICLES OF ASSOCIATION AND DOCUMENTS ON DISPLAY

The Issuer is a French *société anonyme* and it acts solely as the holding company of the Group. It was incorporated on 1 July 1898 and, following the decision of an Extraordinary General Meeting held on 31 October 1941, its term will expire, unless extended, on 31 July 2040.

The object of the Issuer is detailed in article 3 of the *statuts* of the Issuer. In general terms, the Issuer may create and operate, either directly or indirectly, any and all types of stores for the sale to the public of any and all goods and products, including but not limited to food stuffs. The Issuer may provide any and all services to the customers of such stores and produce any and all goods and merchandise used in the operation thereof. It may sell wholesale any and all goods and merchandise for its own account or for the account of third parties, notably on a commission basis, and provide any and all services to such third parties. More generally, the Issuer is entitled to conduct any and all commercial, industrial, real estate, securities or financial transactions related to or which may facilitate the fulfilment of the foregoing purposes. The Issuer may, both in France and abroad, create, acquire, use under licence or grant licences to use any and all trademarks, designs, models, patents and manufacturing processes related to the foregoing objects. It may acquire any and all holdings and other interests in any French or foreign company or business regardless of its purpose. It may operate in all countries, directly or indirectly, either alone or with any and all other persons or companies within a partnership, joint venture, consortium or other corporate entity, and carry out any and all transactions which fall within the scope of its corporate purpose.

A list of documents, including the *statuts* and financial information will be available for inspection at the office of the Fiscal Agent or each of the Paying Agents. Some documents can also be found on the website of the Issuer or of the Luxembourg Stock Exchange.

III. Risk factors

A. Risk factors relating to the Issuer

There are certain factors that may affect the Issuer's ability to fulfil their obligations under Notes issued under the Programme.

Key information concerning risk factors of the Issuer

The risks relating to the Issuer include the following: market risks, such as liquidity risk, interest rate risk, currency risk, credit and counterparty risk and equities risk; operational risks, such as supplier risk, risks associated with sales methods, risks related to trademarks and banners, information systems risk, geographical risk, risk related to non-renewal of leases, product liability risk and industrial and environmental risks; and legal risks, such as compliance risk, tax and customs risks, claims and litigation.

B. Risk factors relating to the Notes

In addition, there are certain factors that are specific to the Notes to be issued by the Issuer under the Programme.

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

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

These risk factors are more detailed in the section "Risk Factors" of this Base Prospectus.

RISK FACTORS

RISK FACTORS RELATING TO THE ISSUER

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme.

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

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

Financial risks are managed centrally by Group Casino through an internal organisation allowing Group Casino to ensure that the financial risks taken by it are reasonable and under proper control. In addition, the finance department of Group Casino is active in the derivative market for hedging purposes. The foreign investment risk of the Casino Group is reduced through the diversification policy of the Group that is located in eight countries with no major economic difficulties and through the carrying out of different activities through a large number of stores.

The insurance coverage policy of the Casino Group is centrally determined for each type of activity and country and is adequate to protect the Casino Group in the event of damages arising out of any activity.

Risk management is an integral part of the day-to-day operational and strategic management of the business and is organised at several levels. The Group has reviewed the main risks that could have a material impact on its operations, financial position or results. These risks are described below.

MARKET RISKS

The group has set up an organisation to manage liquidity, currency and interest rate risks on a centralised basis. The Corporate Finance Department, which reports to the Group Chief Financial Officer, is responsible for managing these risks and has the necessary expertise and tools, particularly in terms of information systems, to fulfil this task. The Corporate Financial Department operates on the main financial markets according to guidelines that guarantee the highest levels of efficiency and security. A regular reporting system has been set up, allowing Group management to sign off on the policies followed, which are based on strategies approved in advance by management.

Interest rate risk

Detailed information about interest rate risk is provided in note 31.2.1 to the consolidated financial statements. The Casino Group uses various financial instruments to manage interest rate risk, particularly swaps and interest rate options. These instruments are used solely for hedging purposes. Details of hedging positions are provided in note 31.1 to the consolidated financial statements.

Currency risk

Information about currency risk is provided in note 31.2.2 to the consolidated financial statements. The Casino Group uses various financial instruments to manage currency risks, particularly swaps and forward purchases and sales of foreign currencies. These instruments are used solely for hedging purposes.

Liquidity risk

The breakdown of long-term debt and confirmed lines of credit by maturity and currency is provided in note 31.4 to the consolidated financial statements, together with additional information concerning debt covenants which, if breached, would trigger early repayment obligations.

The Group's liquidity position appears to be very satisfactory. Upcoming repayments of short-term financial liabilities are comfortably covered by cash, cash equivalents and undrawn confirmed bank lines.

The Group's cash and cash equivalents present no liquidity or value risk.

Its loan and bond agreements include the customary covenants and default clauses, including *pari passu*, negative pledge and cross-default clauses.

None of its financing contracts contain a rating trigger resulting in an acceleration of the repayment date of the relevant borrowing; however, if a change in the majority shareholder of such company occurs and if such change results in a downgrading of the rating of the senior long term debt of Casino Guichard-Perrachon below "*investment grade*", the relevant lenders will benefit from a call on the relevant debts which amount to Euro 3,705 millions euros as described in note 31.4 to the consolidated financial statements of the 2010 Annual Report.

Public bond issues on the euro market and short-term confirmed bank lines (up to one year) do not contain any financial covenants.

Confirmed medium-term bank lines and some private placements (US private placement notes, 2009 private placement notes and indexed bonds) contain financial covenants which, if breached, could trigger accelerated repayment.

In the event of a change of control of Casino, Guichard-Perrachon (within the meaning of article L. 233-3 of the French Commercial Code), most loan agreements include an option for the lenders, at the discretion of each, to request immediate repayment of all sums due and, where applicable, the cancellation of any credit commitments entered into with the Issuer.

Commodity risk

Given the nature of its business, the Issuer is not exposed to any material commodity risk.

Equity risk

Pursuant to the share buyback programme authorised by the shareholders (see section on Share capital and share ownership), the Issuer is exposed to a risk related to the value of the treasury shares it holds.

Sensitivity to a 10% decrease in the Casino share price is shown in note 18 to the parent company financial statements.

The Group's portfolio of marketable securities (see note 23 to the consolidated financial statements and note 8 to the parent company financial statements) consists primarily of money market mutual funds. The Group's exposure to risks on this portfolio is low.

Credit and counterparty risk

The Group is exposed to customer credit risks through its consumer finance subsidiary, Banque du Groupe Casino. These risks are measured by a specialist service provider using credit scoring techniques. Further information on credit and counterparty risk is provided in note 31.3 to the consolidated financial statements.

Many of the Group's supermarkets and convenience stores are operated by affiliates or franchisees. The credit risk relating to these affiliates and franchisees is assessed by the Group on a case by case basis and taken into account in its credit management policy, mainly by taking collateral or guarantees.

OPERATIONAL RISKS

Risks related to non-renewal of leases and real estate assets

Casino has standard commercial leases on its supermarket and convenience store premises but cannot guarantee that they will be renewed on expiry.

The owners could have other plans for the premises on expiry of the lease, which could prompt them not to renew the Issuer's lease despite the high amount of compensation for eviction they would have to pay. However, commercial leases are governed by strict legislation as regards term, termination, renewal and rent indexation, which limits what owners can impose.

Given the very few disputes caused by non-renewal of commercial leases, the risk is not considered to be in any way material.

As regards property development, where the Group is the project owner, specifications are drawn up by experts in accordance with the prevailing regulations and functional and operational objectives are set for each project.

More generally, the Group's real estate portfolio is monitored regularly to ensure its proper use.

Risks associated with sales methods

The Group's banners in France have affiliate and franchise networks. These represented almost 55% of sales outlets at 31 December 2010, corresponding mainly to supermarket networks (including Leader Price) and convenience store networks. The credit risk on these convenience store affiliates and franchises is taken into account in the Group's credit management policy.

Risks related to trademarks and banners

The Group owns substantially all of its trademarks and is not dependent on any specific patents or licences, except for the Spar trademark which is licensed to the Group for the French market. The licence was renewed for ten years in 2009.

Furthermore, although the Group has a preventive policy of protecting all its trademarks, it does not believe that an infringement would have a material impact on its operations or results.

Supplier and merchandise management risk

The Group is not dependent on any specific supply, manufacturing or sales contracts. Casino deals with almost 35,540 suppliers.

The Group has its own logistics network in France (approximately 970,000 sq.m. spread among 20 sites) managed by its Easydis subsidiary. The network spans the entire country and delivers regularly to the Group's various banners, with the exception of Monoprix and Franprix-Leader Price which has its own logistics network.

Risks related to private label goods

As the leading private label retailer in the market, the Group sells products under its own brand and can therefore be considered as a producer/manufacturer. It draws up stringent specifications in terms of nutritional quality and quality standards for its product ingredients. However, it is nonetheless exposed to a product liability risk.

Information systems risk

The Group is increasingly dependent on shared information systems for the production of costed data used as the basis for operating decisions. Security features are built into systems at the design phase and procedures are in place to constantly monitor systems security risks.

However, an information systems failure would not have any material or prolonged impact on the Issuer's operations or results.

Geographical risk

Part of the Group's business is exposed to risks and uncertainties arising from trading in countries that notably could experience or have recently experienced periods of economic or political instability (South America, Asia and the Indian Ocean region). Recent events in Venezuela and Thailand are described in notes 2.2 and 33 to the consolidated financial statements. In 2010, international operations accounted for 38% of consolidated revenue and 41% of consolidated trading profit.

Industrial and environmental risks

The Group adopted a formal environmental policy in 2003 called "Excellence verte", which complies with the objectives set by the government's Grenelle de l'environnement programme. An Environment Officer is responsible for coordinating the activities of all of the Group's operating units in the area of environmental protection.

Environmental risks and management procedures are described in the Environmental Report which follows this section.

LEGAL RISKS

Compliance risk

The Group is mainly subject to regulations governing the management of facilities open to the public and listed facilities. Certain Group businesses are governed by specific regulations, and more particularly Casino Vacances (travel agency), Banque du Groupe Casino (banking and consumer finance), Sudéco (real estate agency), Floréal and Casino Carburants (service stations), Mercialis (listed REIT) and L'Immobilière Groupe Casino, and GreenYellow (photovoltaic energy production). In addition, administrative consents are required to open new stores and extend existing ones. International subsidiaries may be subject to similar requirements under local legislation.

Tax and customs risk

The Group is subject to periodic tax audits in France and the various other countries where it has operations. Provision is made for all accepted reassessments. Contested reassessments are provided for on a case-by-case basis, according to estimates taking into account the risk of an unfavourable outcome.

Claims and litigation

In the normal course of its business, the Group is involved in various legal or administrative claims and litigation and is subject to audits by regulatory authorities. Provisions are taken to cover these proceedings when the Group has a legal, contractual or constructive obligation towards a third party at the year-end, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and the amount of the obligation can be reliably estimated.

Information on claims and litigation is provided in notes 26.1 and 33 to the consolidated financial statements.

As of the Registration Document filing date, the Issuer is not and has not been involved in any other governmental, legal or arbitration proceedings (including any such proceedings that are pending or threatened of which the Issuer is aware) during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer and/or the Group.

Within the framework of litigation with the Baud family, however, as noted on page 31 in the section on Shareholder Pacts, the Court of Arbitration had not yet ruled on the question of interest on the price paid by Casino for Franprix-Leader Price shares as well as an eventual right to dividends for the years 2006 and 2007. On 4 February 2011, the Court rejected out of hand the Baud family's claim for payment of Franprix and Leader Price dividends for 2006 and 2007. As a result of this decision, Casino will be required to pay only €34 million, corresponding to the Franprix and Leader Price dividends for 2008 and to additional consideration for the Franprix and Leader Price shares previously acquired. This amount of €34 million is significantly less than the €67 million provision that had been booked in the Casino Group's accounts.

INSURANCE – RISK COVERAGE

General policy

As in previous years, the main objective of the Group's insurance policy in 2010 was to protect its assets, customers and employees.

The Insurance Department, which reports to Group Finance, is responsible for:

- Managing centralised insurance programmes covering all French operations (including Mercialys, a listed subsidiary).
- Identifying and quantifying insurable risks.
- Ensuring that subsidiaries comply with the prevention measures recommended by the insurance company's technical departments, particularly those related to facilities open to the public.
- Implementing and monitoring insurance policies and/or selfinsurance.
- Overseeing insurance brokers' claims management.

The Group is assisted by international brokers specialising in major risks and also uses the services of insurers specialising in industrial risks.

The Insurance Department oversees the local insurance programmes taken out by foreign subsidiaries where they are not covered by the Group's global master policies.

Assessment of insurance cover requirements and related costs

Self-insurance and insurance budget

To smooth its insurance costs whilst controlling risks, the Group continued to self-insure a large proportion of its high-frequency claims in 2010, mainly but not exclusively for property damage and liability.

As well as the application of low traditional deductibles, self-insurance also includes deductibles per claim capped by underwriting year. These capped deductibles mainly concern major risks such as property damage, business interruption and liability. They are pooled at Group level by all subsidiaries insured under the Group's global insurance programme.

As well as these deductibles, the Group continues to reinsure a portion of its property damage risk through its Luxembourg-based captive reinsurance company, which is consolidated by the Group and managed locally in compliance with the regulations applicable to this type of company. A stop loss policy is taken out to protect the captive reinsurer's interests by capping its commitment and transferring the financial cost to the insurance market above a certain level of claims.

Deductibles are managed by insurance brokers and overseen (depending on the type and amount of claim) by the Group as well as the insurers under their contractual policy obligations.

The Group's total annual insurance budget (premiums and deductibles) for 2010, excluding group death and disability plans, totalled an estimated €57 million, representing less than 0.20% of 2010 consolidated net revenue.

Summary of insurance cover

The insurance cover described below summarises the main policies valid during 2010 and as of the date of this report. It cannot in any way be considered as permanent. It may be changed at any time in accordance with developments in business operations and with the Group's choices to take account of insurance market capacity, available cover and rates.

Property damage and business interruption

This policy is designed to protect the Group's assets.

It is a 'named exclusion' policy (i.e. it covers all losses except those explicitly excluded) based on cover available in the insurance market.

Insured risks include but are not limited to fire, explosion, natural disasters, subsidence and electrical damage.

The maximum sum insured is €220 million per claim for major claims (fire and explosion), including direct damage and business interruption. There are certain sub-limits for named risks, including natural events, subsidence and theft.

The premium payable on 1 July 2010 went up due to the riots and social unrest in Thailand in April 2010 which resulted in serious fire damage to a Bangkok shopping centre, and to the floods in the Var *département* of France in June 2010. However, the increase was contained thanks to the Group's effective self-insurance programme.

No major claims had occurred by the year-end which could have an adverse effect on the programme's renewal on 1 July 2011, either in terms of overall cost (premiums and deductibles) or the cover itself.

Liability

Liability insurance covers the Group for all losses that might be incurred due to bodily injury, damage to property or consequential loss suffered by third parties caused by the Group's products sold or delivered, technical facilities and equipment, buildings, store operations and services rendered.

The current policy is also a 'named exclusion' policy with a sub-limit of €76 million for product withdrawal costs and for employer's liability for occupational accidents and illness.

Most of the Group's premises are classified as facilities open to the public. Insurance of the related risks requires careful management given the involvement of third parties.

Other insurance required by law

In light of the Group's business activities, it also has the following insurance cover:

- Motor insurance.
- Damages to works (pre-financing of claims under the ten-year warranty).
- Construction insurance (ten-year warranty).
- Specific liability insurance (building owners' association or property manager, travel agency, bank).

Other insurance

The Group has also taken out various other policies given the risks involved, including:

- A worldwide transportation and import policy to cover domestic and international transportation of goods.
- A comprehensive contractor liability insurance to cover damage to buildings under construction, redevelopment, extension or refurbishment.

Risk prevention and crisis management

The Group's risk prevention policy, particularly with regard to property damage, which has been in place for several years now, is based on:

- Regular audits of high value facilities by the insurers' technical departments, mainly covering hypermarkets, shopping centres and warehouses.
- Joint monitoring of the audit and prevention reports for each facility by the technical departments of both the Group and its insurers.
- Monitoring of the protection in place at each facility according to need and priorities (e.g. sprinklers, safety and security installations, etc.).
- Monitoring risk mapping, including natural or other events both in France and abroad.

The Group maintains and pursues a preventive approach to product risk upstream of the sales outlets, both for private label and branded goods.

In the event of a crisis or major claim, it also has the technical and advisory resources to take swift action as required to protect its people, safeguard its assets and, wherever possible, ensure continuity of business and customer service.

RISK FACTORS RELATING TO THE NOTES

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

1. General Risks Relating to the Notes

1.1 Independent Review and Advice

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

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

1.2 Modification, waivers and substitution

The conditions of the Notes contain provisions for calling General Meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant General Meeting and Noteholders who voted in a manner contrary to the majority.

1.3 No active Secondary/Trading Market for the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there may be no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance,

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

1.4 Provision of Information

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

1.5 Potential Conflicts of Interest

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

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

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

1.6 Exchange Rates

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

1.7 Legality of Purchase

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

1.8 Credit ratings may not reflect all risks

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

1.9 Taxation

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

1.10 EU Savings Directive

On 3 June 2003, the European Council of Economics and Finance Ministers adopted a directive 2003/48/EC regarding the taxation of savings income in the form of interest payments (the "**Directive**"). The Directive requires Member States, subject to a number of conditions being met, to provide to the tax authorities of other Member States details of payments of interest and other similar income made by a paying agent located within its jurisdiction to, or for the benefit of, an individual resident in that other Member State, except that, for a transitional period, Luxembourg and Austria will instead withhold an amount on interest payments unless the relevant beneficial owner of such payment elects otherwise. See "*Taxation - EU Taxation*".

If, following implementation of the Directive, a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. If a withholding tax is imposed on payments made by a Paying Agent, the Issuer will be required to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Directive.

On 13 November 2008 the European Commission published a detailed proposal for amendments to the Savings Directive, which included a number of suggested changes. The European Parliament approved an amended version of this proposal on 24 April 2009. If any of these proposed changes are made in relation to the Savings Directive they may amend or broaden the scope of the requirements described above.

1.11 Market Value of the Notes

The market value of the Notes will be affected by the creditworthiness of the Issuer and a number of additional factors, including the value of the reference assets or an index, including, but not limited to, the volatility of the reference assets or an index, or the dividend on the securities taken up in the index, market interest and yield rates and the time remaining to the maturity date.

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

reference assets or an index should not be taken as an indication of the reference assets' or an index's future performance during the term of any Note.

1.12 Change of Law

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

1.13 French Insolvency Law

Under French insolvency law, holders of debt securities are automatically grouped into a single assembly of holders (the “**Assembly**”) in order to defend their common interests if an accelerated financial preservation procedure (*procédure de sauvegarde financière accélérée*), a preservation (*procédure de sauvegarde*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer.

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

The Assembly deliberates on the proposed safeguard plan (*projet de plan de sauvegarde*), proposed accelerated financial safeguard plan (*projet de plan de sauvegarde financière accélérée*) or judicial reorganisation plan (*projet de plan de redressement*) applicable to the Issuer and may further agree to:

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

Decisions of the Assembly will be taken by a two-third majority (calculated as a proportion of the debt securities held by the holders attending such Assembly or represented thereat). No quorum is required to convoke the Assembly.

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

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

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

2.1 Notes subject to optional redemption by the Issuer

Redemption for taxation reasons

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

Issuer's call options

In addition, the Issuer has the option to redeem all of the Notes:

- (i) under a call option as provided in Condition 6(c)(i) of the Terms and Conditions if in the case of any particular Tranche of Notes the relevant Final Terms so specify, or
- (ii) under a make-whole call option as provided in Condition 6(c)(ii) of the Terms and Conditions if in the case of any particular Tranche of Notes the relevant Final Terms so specify.

Redemption on a Repurchase Event

If the relevant Final Terms so specify, in the event that a Repurchase Event occurs, *i.e.* at least 90% of the initial aggregate principal amount of the Notes has been purchased by the Issuer, the Issuer has the option to redeem all of the remaining Notes at a repurchase redemption amount which will be specified in the relevant Final Terms, together with accrued interest as provided in Condition 6(h)(ii) in the Terms and Conditions.

In the event the Issuer redeems the Notes as described above, if the market interest rates decrease, the risk to Noteholders that the Issuer will exercise its right of redemption increases. An investor generally may 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. During any period when the Issuer may elect to redeem the Notes, the market value of the 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.

2.2 Fixed Rate Notes

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

2.3 Floating Rate Notes

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

2.4 Inverse Floating Rate Notes

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

2.5 Fixed to Floating Rate Notes

Fixed to floating rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the fixed to floating Rate Notes may be less favourable than then prevailing spreads on comparable floating rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If

the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

2.6 Notes issued at a substantial discount or premium

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

2.7 Index-Linked Notes

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

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

2.8 Partly-paid Notes

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

2.9 Variable rate Notes with a multiplier or other leverage factor

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

2.10 Structured Notes

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

2.11 Subordinated Notes

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

2.12 Exercise of Change of Control 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

Depending on the number of Notes of the same Series in respect of which the Change of Control Put Option provided 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. 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.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents all of which are incorporated by reference in the Base Prospectus and which the Issuer has filed with the *Commission de Surveillance du Secteur Financier*:

- (1) the Registration Document for the year ended 31 December 2009 (the “**2009 Annual Report**”) except for the third paragraph of the section "Statement by the person responsible for the Registration Document" on page 252 and for the other information incorporated by reference on page 253;
- (2) the Registration Document for the year ended 31 December 2010 (the “**2010 Annual Report**”) except for the third paragraph of the section "Statement by the person responsible for the Registration Document" on page 232 and for the other information incorporated by reference on page 233; and
- (3) the Interim Report for the period from 1 January 2011 to 30 June 2011 (the “**Interim Report First Half 2011**”).

The 2008 Registration Document which is incorporated by reference in the 2009 Annual Report and in the 2010 Annual Report is not incorporated in this Base Prospectus.

The 2007 Registration Document which is incorporated by reference in the 2009 Annual Report is not incorporated in this Base Prospectus.

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

This Base Prospectus and copies of documents incorporated by reference in this Base Prospectus will be published on, and may be obtained from (i) the website of the Issuer (www.groupe-casino.fr), and (ii) the website of the Luxembourg Stock Exchange (www.bourse.lu).

For the purposes of the Prospectus Directive, information can be found in such documents incorporated by reference of this Base Prospectus in accordance with the following cross-reference tables:

Information Incorporated by Reference	Reference
31 December 2009 Financial Statements	
Subsequent Events - Recent Events	Page 36 of the 2009 Annual Report
Statutory Auditors’ report on the consolidated financial statements	Page 64 of the 2009 Annual Report
Consolidated Statement of Income	Pages 65 and 66 of the 2009 Annual Report
Consolidated Balance Sheet - Assets	Page 68 of the 2009 Annual Report
Consolidated Balance Sheet – Stockholders’ Equity and Liabilities	Page 69 of the 2009 Annual Report
Consolidated Statement of Cash Flows	Pages 70 and 71 of the 2009 Annual Report

Consolidated Statement of Stockholders' Equity	Pages 72 and 73 of the 2009 Annual Report
Notes to the Consolidated Financial Statements	Pages 74 to 146 of the 2009 Annual Report
Board of Directors Report	Pages 226 to 228 of the 2009 Annual Report
Business Address and Functions of Board of Directors' Members	Pages 180 to 194 of the 2009 Annual Report
Corporate Governance	Pages 179 to 224 of the 2009 Annual Report
Conflict of Interest	Page 199 of the 2009 Annual Report
31 December 2010 Financial Statements	
Subsequent Events - Recent Events	Page 29 of the 2010 Annual Report
Statutory Auditors' report on the consolidated financial statements	Page 54 of the 2010 Annual Report
Consolidated Statement of Income	Pages 55 and 56 of the 2010 Annual Report
Consolidated Balance Sheet - Assets	Page 57 of the 2010 Annual Report
Consolidated Balance Sheet – Stockholders' Equity and Liabilities	Page 57 of the 2010 Annual Report
Consolidated Statement of Cash Flows	Pages 58 and 59 of the 2010 Annual Report
Consolidated Statement of Stockholders' Equity	Pages 60 and 61 of the 2010 Annual Report
Notes to the Consolidated Financial Statements	Pages 62 to 126 of the 2010 Annual Report
Board of Directors Report	Pages 200 to 220 of the 2010 Annual Report
Business Address and Functions of Board of Directors' Members	Pages 156 to 175 of the 2010 Annual Report
Corporate Governance	Pages 156 to 198 of the 2010 Annual Report
Conflict of Interest	Page 179 of the 2010 Annual Report

Interim Report First-Half 2011	
Financial Highlights	Page 2
Significant events of the period	Pages 3 and 4
Business Review	Pages 5 to 15
Interim Consolidated Financial Statements	Pages 16 to 36
Statements by the Person Responsible for the Interim Period	Page 37
Statutory Auditors' Report on the 2011 interim financial information	Pages 38 to 39

The information incorporated by reference in this Base Prospectus but not listed into the cross-reference tables above is given for information purposes only.

PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE PROSPECTUS

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

Casino Guichard-Perrachon
1, Esplanade de France
42000 Saint-Etienne
France

Duly represented by:
Antoine Giscard d'Estaing
Directeur Financier

GENERAL DESCRIPTION OF THE PROGRAMME

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

Issuer:	Casino Guichard-Perrachon
Description:	Euro Medium Term Note Programme for the continuous offer of Notes (the “ Programme ”)
Arranger:	Deutsche Bank AG, Paris Branch
Dealers:	Banco Santander, S.A. Barclays Bank PLC BNP PARIBAS Crédit Agricole Corporate and Investment Bank Deutsche Bank AG, London Branch HSBC Bank plc J.P. Morgan Securities Ltd. Natixis Société Générale The Royal Bank of Scotland plc

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

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

Programme Limit:	Up to Euro 8,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
Fiscal Agent and Principal Paying Agent:	Deutsche Bank AG, London Branch
Paying Agents:	Deutsche Bank AG, Paris Branch (as Paris Paying Agent) and Deutsche Bank Luxembourg S.A. (as Luxembourg Paying Agent).
Method of Issue:	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “ Series ”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a “ Tranche ”) on the same or different issue dates. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first

payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in final terms to this Base Prospectus (the “**Final Terms**”).

- Maturities:** Subject to compliance with all relevant laws, regulations and directives, any maturity from one month from the date of original issue.
- Currencies:** Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in Euro, U.S. Dollars, Japanese yen, Swiss francs, Polish zloty, Sterling and in any other currency agreed between the Issuer and the relevant Dealers.
- Denomination(s):** Notes will be in such denominations as may be specified in the relevant Final Terms.
- The Notes will be issued in such denomination(s) as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note listed and admitted to trading on a regulated market, or offered to the public, in a Member State of the European Economic Area in circumstances which require the publication of a prospectus under the Prospectus Directive will be €1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date) or such other higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.
- Notes having a maturity of less than one year will constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent.
- Dematerialised Notes will be issued in one denomination only.
- Status of the Unsubordinated Notes:** Unsubordinated Notes (“**Unsubordinated Notes**”) will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Issuer and will rank *pari passu* among themselves and (save for certain obligations required to be preferred by French law) equally with all other present or future unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.
- Status of the Subordinated Notes:** Subordinated Notes (“**Subordinated Notes**”) will be unsecured subordinated obligations of the Issuer and will rank *pari passu* without any preference among themselves and *pari passu* with any other unsecured subordinated obligations of the Issuer with the exception of the *prêts participatifs* granted to the Issuer as set out in Condition 3(b) - see “Terms and Conditions of Notes - Status”.
- If so specified in the relevant Final Terms, the payment of interest in respect of Subordinated Notes without a specified maturity date (“**Undated Subordinated Notes**”) may be deferred in accordance with the provisions of Condition 5(h) - see “Terms and Conditions of Notes - Interest and Other Calculations”.
- Negative Pledge:** There will be a negative pledge in respect of Unsubordinated Notes as set out in Condition 4 - see “Terms and Conditions of the Notes - Negative Pledge”.

Events of Default (including cross default):	There will be events of default and a cross-default in respect of Unsubordinated Notes as set out in Condition 9(a) and limited events of default only in respect of Subordinated Notes as set out in Condition 9(b) - see “Terms and Conditions of the Notes - Events of Default”.
Redemption Amount:	The relevant Final Terms will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) having a maturity of less than one year from their date of issue and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the Financial Services and Markets Act 2000 must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).
Optional Redemption:	<p>The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders and if so the terms applicable to such redemption.</p> <p>If a Change of Control Put Option is specified in the relevant Final Terms, following the occurrence of a Change of Control, the Noteholders will be entitled to request the Issuer to redeem or, at the Issuer’s option, procure the purchase of their Notes, as more fully set out in “Terms and Conditions of the Notes - Redemption, Purchase and Options”.</p> <p>If specified in the relevant Final Terms, the Issuer will have the option to redeem the Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date, at the Make-whole Redemption Amount. See Condition 6(c)(ii) “Terms and Conditions of the Notes - Redemption, Purchase and Options - Redemption at the Option of the Issuer and Partial Redemption – Make-whole redemption”.</p>
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 “Optional Redemption” above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. See “Terms and Conditions of the Notes - Redemption, Purchase and Options”.
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.
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:	<p>Floating Rate Notes will bear interest determined separately for each Series as follows:</p> <p>(i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions as published by the International</p>

Swaps and Derivatives Association, Inc.; or

- (ii) by reference to LIBOR, LIBID, LIMEAN or EURIBOR (or such other benchmark as may be specified in the relevant Final Terms),
in each case as adjusted for any applicable margin.

Interest periods will be specified in the relevant Final Terms.

Zero Coupon Notes:

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

Dual Currency Notes:

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

Index Linked Notes:

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

Other Notes:

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

Redenomination:

Notes issued in the currency of any Member State of the EU which will participate in the single currency of the European Economic and Monetary Union may be redenominated into Euro, all as more fully provided in "Terms and Conditions of the Notes - Form, Denomination, Title and Redenomination" below.

Consolidation:

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

Form of Notes:

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

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

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

Governing Law:

French law.

Central Depository:

Euroclear France as central depository in relation to Dematerialised Notes.

Clearing Systems:

Clearstream, Luxembourg and Euroclear or any other clearing system that may

be agreed between the Issuer, the Fiscal Agent and the relevant Dealer in relation to Materialised Notes.

Initial Delivery of Dematerialised Notes:

One 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 depository.

Initial Delivery of Materialised Notes:

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

Issue Price:

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

Taxation:

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

See section "Taxation"

Listing and Admission to Trading:

The Luxembourg Stock Exchange or as otherwise specified in the relevant Final Terms. As specified in the relevant Final Terms, a Series of Notes may or may not be admitted to trading.

Offer to the public:

Unless the Final Terms so specify, the Notes shall not be offered to the public in Luxembourg and/or in any Member State of the European Economic Area.

Method of Publication of the Final Terms:

The Final Terms related to Notes listed and admitted to trading on any Regulated Market and/or offered to the public will be published, if relevant, on the website of the Luxembourg Stock Exchange.

Rating:

Unless otherwise specified in the relevant Final Terms, Notes to be issued under the Programme with a maturity of 12 months or more will be rated BBB- by Standard & Poor's Ratings Services and BBB- by Fitch Ratings. Unless otherwise specified in the relevant Final Terms, Notes to be issued under the Programme having a maturity of less than 12 months will be rated F3 by Fitch Ratings. Standard & Poor's Rating Services and Fitch Ratings are established in the European Union and registered under Regulation (EC) No. 1060/2009 on credit ratings agencies as amended by Regulation (EU) No. 513/2011 (the "CRA Regulation"). Subordinated Notes will have a rating, if any, as is assigned to them by the relevant rating organisation as specified in the relevant Final Terms. The relevant Final Terms will specify whether or not such credit ratings are issued by a credit rating agency established in the European Union and registered under the CRA Regulation. Credit ratings are subject to revision, suspension or withdrawal at any time by the relevant rating organisation. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating assigned to Notes issued under the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

Selling Restrictions:

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

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

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

Dematerialised Notes do not require compliance with the TEFRA rules.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Part A of the Final Terms, shall be applicable to the Notes. In the case of Dematerialised Notes, the text of the terms and conditions will not be endorsed on physical documents of title but will be constituted by the following text as completed, amended or varied by the relevant Part A of the Final Terms. In the case of Materialised Notes, either (i) the full text of these terms and conditions together with the relevant provisions of Part A of the Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on Definitive Materialised Bearer Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of the relevant Final Terms. References in the Conditions to “Notes” are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

An amended and restated agency agreement dated 17 November 2011 has been agreed between Casino Guichard-Perrachon (the “**Issuer**” or the “**Group**” or “**Casino**”), Deutsche Bank AG, London Branch as fiscal agent and the other agents named in it (the “**Amended and Restated Agency Agreement**”). The fiscal agent, the paying agents, the redenomination agent, the consolidation agent and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Fiscal Agent**”, the “**Paying Agents**” (which expression shall include the Fiscal Agent), the “**Redenomination Agent**”, the “**Consolidation Agent**” and the “**Calculation Agent(s)**”.

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 Directive 2004/39/EC on Markets in Financial Instruments dated 21 April 2004.

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

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

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

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

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

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

- (ii) Materialised Notes are issued in bearer form (“**Materialised Bearer Notes**”). Materialised Bearer Notes are serially numbered and are issued with coupons (the “**Coupons**” and, where appropriate, a talon (the “**Talon**”)) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Instalment Notes are issued with one or more receipts (the “**Receipts**”) attached.

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

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

(c) **Title:**

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

(d) **Redenomination:**

- (i) The Issuer may (if so specified in the relevant Final Terms), on any Interest Payment Date, without the consent of the holder of any Note, Receipt, Coupon or Talon, by giving

at least 30 days' notice in accordance with Condition 15 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 (as defined below) into Euro and adjust the aggregate principal amount and the Specified Denomination(s) set out in the relevant Final Terms accordingly, as described below. The date on which such redenomination becomes effective shall be referred to in these Conditions as the "**Redenomination Date**".

- (ii) Unless otherwise specified in the relevant Final Terms, the redenomination of the Notes pursuant to Condition 1(d)(i) shall be made by converting the principal amount of each Note from the relevant national currency into Euro using the fixed relevant national currency Euro conversion rate established by the Council of the European Union pursuant to applicable regulations of the Treaty and rounding the resultant figure to the nearest Euro 0.01 (with Euro 0.005 being rounded upwards). If the Issuer so elects, the figure resulting from conversion of the principal amount of each Note using the fixed relevant national currency Euro conversion rate shall be rounded down to the nearest Euro. The Euro denominations of the Notes so determined shall be notified to Noteholders in accordance with Condition 15. Any balance remaining from the redenomination with a denomination higher than Euro 0.01 shall be paid by way of cash adjustment rounded to the nearest Euro 0.01 (with Euro 0.005 being rounded upwards). Such cash adjustment will be payable in Euro on the Redenomination Date in the manner notified to Noteholders by the Issuer.
- (iii) Upon redenomination of the Notes, any reference in the relevant Final Terms to the relevant national currency shall be construed as a reference to Euro.
- (iv) Unless otherwise specified in the relevant Final Terms, the Issuer may, with the prior approval of the Redenomination Agent and the Consolidation Agent, in connection with any redenomination pursuant to this Condition or any consolidation pursuant to Condition 14, without the consent of the holder of any Note, Receipt, Coupon or Talon, make any changes or additions to these Conditions or Condition 14 (including, without limitation, any change to any applicable business day definition, business day convention, principal financial centre of the country of the Specified Currency, interest accrual basis or benchmark), taking into account market practice in respect of redenominated euromarket debt obligations and which it believes are not prejudicial to the interests of such holders. Any such changes or additions shall, in the absence of manifest error, be binding on the holders of Notes, Receipts, Coupons and Talons and shall be notified to Noteholders in accordance with Condition 15 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.

(e) **Method of Issue**

The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a “**Series**”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a “**Tranche**”) on the same or different issue dates. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the relevant Final Terms.

2 Conversion and Exchanges of Notes

(a) **Dematerialised Notes**

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

(b) **Materialised Notes**

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

3 Status

The obligations of the Issuer under the Notes may be either unsubordinated (“**Unsubordinated Notes**”) or subordinated (“**Subordinated Notes**”).

(a) **Status of Unsubordinated Notes**

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

(b) **Status of Subordinated Notes**

(i) **General**

Subordinated Notes comprise Ordinary Subordinated Notes, Deeply Subordinated Notes, Dated Subordinated Notes and Undated Subordinated Notes (all as defined below).

(ii) Ordinary Subordinated Notes

The principal and (if the applicable Final Terms so specifies) interest on ordinary subordinated notes (“**Ordinary Subordinated Notes**”) constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank and will at all times rank *pari passu* and without any preference among themselves and *pari passu* with all other present and future Ordinary Subordinated Notes, but in priority to the *prêts participatifs* granted to the Issuer and Deeply Subordinated Notes.

(iii) Deeply Subordinated Notes

The principal and (if the applicable Final Terms so specifies) interest on deeply subordinated notes (“**Deeply Subordinated Notes**”) constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank and will at all times rank *pari passu* and without any preference among themselves and *pari passu* with all other present and future Deeply Subordinated Notes, but subordinate to the *prêts participatifs* granted to the Issuer and Ordinary Subordinated Notes.

(iv) Dated Subordinated Notes

Subordinated Notes (which terms, for the avoidance of doubt, include both Ordinary Subordinated Notes and Deeply Subordinated Notes) may have a specified maturity date (“**Dated Subordinated Notes**”).

(v) Undated Subordinated Notes

Subordinated Notes (which terms, for the avoidance of doubt, include both Ordinary Subordinated Notes and Deeply Subordinated Notes) may not have a specified maturity date (“**Undated Subordinated Notes**”).

(vi) Interest relating to Subordinated Notes

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

If so specified in the relevant Final Terms, payments of interest relating to Subordinated Notes will be deferred in accordance with the provisions of Condition 5(h).

(vii) Payment of Subordinated Notes in the event of the liquidation of the Issuer

If any judgement is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason, the payments of the creditors of the Issuer shall be made in the following order of priority (in each case subject to the payment in full of priority creditors):

- (a) unsubordinated creditors of the Issuer (including holders of Unsubordinated Notes)
- (b) holders of Ordinary Subordinated Notes
- (c) lenders in relation to *prêts participatifs* granted to the Issuer, and
- (d) holders of Deeply Subordinated Notes.

In the event of incomplete payment of unsubordinated creditors the obligations of the Issuer in connection with Ordinary Subordinated Notes shall be terminated (then subsequently the lenders in relation to *prêts participatifs* and holders of Deeply Subordinated Notes). The holders of Subordinated Notes shall take all steps necessary for the orderly accomplishment of any collective proceedings or voluntary liquidation.

The above order of priority which relates to the principal of Subordinated Notes will apply *mutatis mutandis* to interest payments depending on whether they are unsubordinated or subordinated and in the latter case whether they are ordinary subordinated or deeply subordinated.

4 Negative Pledge

So long as any of the Unsubordinated Notes or, if applicable, any Receipts or Coupons relating to them, remains outstanding (as defined below), the Issuer will not, and will ensure that none of its Principal Subsidiaries (as defined below) will, create or permit to subsist any mortgage, charge, pledge or other security interest upon any of their respective assets or revenues, present or future, to secure any Relevant Indebtedness (as defined below) incurred or guaranteed by any of them (whether before or after the issue of the Unsubordinated Notes) unless the Issuer's obligations under the Unsubordinated Notes, Receipts and Coupons are equally and rateably secured therewith.

For the purposes of this Condition:

- (i) “**outstanding**” means, in relation to the Notes of any Series, all the Notes issued other than (a) those that have been redeemed in accordance with the Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued on such Notes to the date for such redemption and any interest payable after such date) have been duly paid (i) in the case of Dematerialised Notes in bearer form and in administered registered form, to the relevant Account Holders on behalf of the Noteholder as provided in Condition 7(a), (ii) in the case of Dematerialised Notes in fully registered form, to the account of the Noteholder as provided in Condition 7(a) and (iii) in the case of Materialised Notes, to the Fiscal Agent as provided in this Agreement and remain available for payment against presentation and surrender of Bearer Materialised Notes, Receipts and/or Coupons, as the case may be, (c) those which have become void or in respect of which claims have become prescribed, (d) those which have been purchased and cancelled as provided in the Conditions, (e) in the case of Materialised Notes (i) those mutilated or defaced Bearer Materialised Notes that have been surrendered in exchange for replacement Bearer Materialised Notes, (ii) (for the purpose only of determining how many such Bearer Materialised Notes are outstanding and without prejudice to their status for any other purpose) those Bearer Materialised Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Bearer Materialised Notes have been issued and (iii) any Temporary Global Certificate to the extent that it shall have been exchanged for one or more Definitive Materialised Bearer Notes, pursuant to its provisions.
- (ii) “**Principal Subsidiary**” means any Subsidiary of the Issuer (except for any subsidiary of the Issuer incorporated in Brazil and not consolidated in the financial accounts of the Issuer by way of full consolidation) which at any time accounts for :
 - (a) 10% or more of the consolidated total assets of the Issuer; or
 - (b) 10% or more of the consolidated turnover of the Issuer,

as calculated by reference to the Issuer's latest audited consolidated annual financial statements and the relevant subsidiary's latest annual audited consolidated or (if consolidated accounts are not prepared in relation to such subsidiary) unconsolidated annual audited financial statements.

- (iii) “**Relevant Indebtedness**” means any indebtedness for borrowed money, represented by notes or other securities which are for the time being, or are capable of being, quoted, listed and admitted to trading or ordinarily dealt in on any stock exchange, over-the-counter-market or other securities market.
- (iv) “**Subsidiary**” means, in relation to any person or entity at any time, any entity which is then directly or indirectly controlled (within the meaning of Article L.233-3 of the French *Code de commerce*), or more than 50 per cent. of whose issued equity share capital (or equivalent) is then beneficially owned by such person and/or one or more of its Subsidiaries.

This Condition 4 shall not apply to Subordinated Notes.

5 Interest and other Calculations

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

“**Business Day**” means:

- (i) in the case of Euro, a day on which the Trans European Automated Real Time Gross Settlement Express Transfer (known as TARGET2) or any successor thereto (the “**TARGET System**”) is operating (a “**TARGET Business Day**”) and/or
- (ii) in the case of a currency other than Euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for that currency and/or
- (iii) in the case of a currency and/or one or more business centre(s) specified in the relevant Final Terms (the “**Business Centre(s)**”), a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres so specified

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

- (i) if “**Actual/Actual**” or “**Actual/Actual - ISDA**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)
- (ii) if “**Actual/Actual - ICMA**” is specified in the relevant Final Terms:
 - (A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by

the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

- (B) if the Calculation Period is longer than one Determination Period, the sum of:
- the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
- the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where

“**Determination Period**” means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

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

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

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

where:

“**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 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 and D₁ is greater than 29, in which case D₂ will be 30

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

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

where:

“**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

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

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

where:

“**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 (ii) such number would be 31, in which case **D₂** will be 30

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

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

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

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

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

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

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

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

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

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

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

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

“**Relevant Date**” means, in respect of any Note, Receipt or Coupon, the date on which payment in respect of it first became due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (in the case of Materialised Notes if earlier) the date seven days

after that on which notice is duly given to the holders of such Materialised Notes that, upon further presentation of the Materialised Note, Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation

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

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

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

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

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

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

(ii) *Business Day Convention:* If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) *Rate of Interest for Floating Rate Notes:* The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the

relevant Final Terms and, unless otherwise specified in the relevant Final Terms, the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the relevant Final Terms.

(A) ISDA Determination for Floating Rate Notes

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

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

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

(B) Screen Rate Determination for Floating Rate Notes

(a) Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

- (i) the offered quotation or
- (ii) the arithmetic mean of the offered quotations,

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

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

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

is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro zone inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

- (iv) *Rate of Interest for Index Linked Interest Notes:* The Rate of Interest in respect of Index Linked Interest Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms and interest will accrue by reference to an Index or Formula as specified in the relevant Final Terms.
- (d) **Zero Coupon Notes:** Where a Note the Interest Basis of which is specified to be Zero Coupon and is repayable prior to the Maturity Date is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(e)(i)).
- (e) **Dual Currency Notes:** In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to a Rate of Exchange or a method of calculating a Rate of Exchange, the rate or amount of interest payable shall be determined in the manner specified in the relevant Final Terms.
- (f) **Partly Paid Notes:** In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the relevant Final Terms.
- (g) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless (i) in the case of Dematerialised Notes, on such due date or (ii) in the case of Materialised Notes, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 8).
- (h) **Deferral of interest:** In the case of Undated Subordinated Notes, interest shall be payable on each Compulsory Interest Payment Date (as defined below) in respect of the interest accrued in the Interest Period ending on the day immediately preceding such date. On any Optional Interest Payment Date (as defined below) there may be paid (if the Issuer so elects) the interest accrued in the Interest Period ending on the day immediately preceding such date but the Issuer shall not have any obligation to make such payment. Notice of any Optional Interest Payment Date shall (for so long as the rules applicable to any Stock Exchange so require) be given to the Noteholders in accordance with Condition 15 and to the relevant Stock Exchange. Such notice shall be given at least seven days prior

to the relevant Optional Interest Payment Date(s). Any interest not paid on an Optional Interest Payment Date shall, so long as the same remains unpaid, constitute “**Arrears of Interest**” which term shall include interest on such unpaid interest as referred to below. Arrears of Interest may, at the option of the Issuer, be paid in whole or in part at any time upon the expiration of not less than seven days’ notice to such effect given to the Noteholders in accordance with Condition 15 but all Arrears of Interest on all Undated Subordinated Notes outstanding shall become due in full on whichever is the earliest of:

- (i) the Interest Payment Date immediately following the date upon which the *Assemblée Générale* passed a resolution to pay a dividend on the ordinary share capital of the Issuer and
- (ii) (a) a judgement rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or (b) the liquidation of the Issuer for any other reason.

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

“**Compulsory Interest Payment Date**” means any Interest Payment Date unless at the *Assemblée Générale* of the shareholders of the Issuer immediately preceding such date which was required to approve the annual accounts of the Issuer for the fiscal year ended prior to such *Assemblée Générale*, no resolution was passed to pay a dividend on the ordinary share capital of the Issuer in respect of such previous fiscal year.

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

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

- (i) If any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (c) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph
- (ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified in the relevant Final Terms, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be

- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.
- (j) **Calculations:** The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Note by the Day Count Fraction, unless an Interest Amount (or a formula for its calculation) is specified in respect of such period, in which case the amount of interest payable in respect of such Note for such period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.
- (k) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Optional Redemption Amounts, Early Redemption Amounts and Instalment Amounts:** The Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Optional Redemption Amount, Early Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Optional Redemption Amount, Early Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed and admitted to trading on a Regulated Market and the rules applicable to 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 exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(c)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.
- (l) **Calculation Agent:** The Issuer shall use its best efforts to procure that there shall at all times one or more Calculation Agents if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding (as defined above in Condition 4). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount,

Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid. So long as the Notes are listed on any stock exchange and the rules applicable to that exchange so require, notice of any change of Calculation Agent shall be given in accordance with Condition 15.

6 Redemption, Purchase and Options

(a) **Final Redemption:** Unless previously redeemed, purchased and cancelled as provided below each Note shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) or, in the case of a Note falling within Condition 6(b) below, its final Instalment Amount.

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

(c) **Redemption at the Option of the Issuer and Partial Redemption:**

(i) *Call Option:*

If a Call Option is specified in the relevant Final Terms, the Issuer may, subject to compliance by the Issuer with all relevant laws, regulations and directives and on giving not less than 15 nor more than 30 days' irrevocable notice in accordance with Condition 15 to the Noteholders (or such other notice period as may be specified in the relevant Final Terms), redeem all or, if so provided, some of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount (as specified in the relevant Final Terms), together with any interest accrued to the date set for redemption (including, where applicable, Arrears of Interest), if any.

(ii) *Make-whole redemption:*

If so specified in the relevant Final Terms, the Issuer may, subject to compliance by the Issuer with all relevant laws, regulations and directives and on giving not less than 15 nor more than 30 days' irrevocable notice in accordance with Condition 15 to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem the Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date, at their Make-Whole Redemption Amount.

For the purpose hereof:

“**Make-Whole Redemption Amount**” means in respect of any Notes to be redeemed pursuant to this Condition 6(c)(ii), an amount, determined by the Calculation Agent, equal to the greater of (x) 100% of the principal amount of such Notes and (y) the sum of the then present values of the remaining

scheduled payments of principal and interest on such Notes (excluding any interest accrued on the Notes to, but excluding, the date set for redemption) discounted to the relevant redemption date on an annual basis at the Make-Whole Redemption Rate plus a Make-Whole Redemption Margin, plus in each case, any interest accrued on the Notes to, but excluding, the date set for redemption.

“Make-Whole Redemption Margin” means the margin specified as such in the relevant Final Terms.

“Make-Whole Redemption Rate” means the rate specified as such in the relevant Final Terms.

(iii) *Exercise of Issuer’s options and partial redemption:*

Any redemption or exercise pursuant to paragraphs 6(c)(i) and 6(c)(ii) above shall 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 specified in the relevant Final Terms.

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

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

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

So long as the Notes are listed and admitted to trading on a Regulated Market and the rules of that Stock Exchange so require, the Issuer shall, once in each year in which there has been a partial redemption of the Notes, cause to be published in a leading newspaper of general circulation in the city where the Regulated Market on which such Notes are listed and admitted to trading is located, which in the case of the 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 Bearer Notes drawn for redemption but not surrendered.

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

To exercise such option or any other Noteholders’ option that may be set out in the relevant Final Terms (which must be exercised on an Option Exercise Date) the Noteholder must deposit with any Paying Agent at its specified office during usual business hours a duly completed option exercise

notice (the “**Exercise Notice**”) in the form obtained during usual business hours from any Paying Agent or the Registration Agent, as the case may be, within the notice period. Such notice shall, in the case of Materialised Bearer Notes, have attached to it such Note (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 Paris Paying Agent specified in the Exercise Notice. No option so exercised and, where applicable, no Note so deposited or transferred may be withdrawn without the prior consent of the Issuer.

(e) **Early Redemption:**

(i) Zero Coupon Notes:

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

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

(ii) Other Notes:

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(f) or Condition 6(g), or upon it becoming due and payable as provided in Condition 9 shall be the Final Redemption Amount together with interest accrued to the date fixed for

redemption (including, where applicable, any Arrears of Interest) unless otherwise specified in the relevant Final Terms.

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

(i) If, by reason of any change in French law, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified under Conditions 8(a) and 8(b) below, the Issuer may, at its option, on any Interest Payment Date or, if so specified in the relevant Final Terms, at any time, subject to having given not more than 45 nor less than 30 days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 15, redeem all, but not some only, of the Notes at their Early Redemption Amount together with, unless otherwise specified in the Final Terms, any interest accrued to the date set for redemption (including, where applicable, any Arrears of Interest) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and interest without withholding for French taxes.

(ii) If the Issuer would on the next payment of principal or interest in respect of the Notes be prevented by French law from making payment to the Noteholders or, if applicable, Couponholders of the full amounts then due and payable, notwithstanding the undertaking to pay additional amounts contained in Conditions 8(a) and 8(b) below, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than seven days' prior notice to the Noteholders in accordance with Condition 15, redeem all, but not some only, of the Notes then outstanding at their Redemption Amount together with, unless otherwise specified in the Final Terms, any interest accrued to the date set for redemption (including, where applicable, any Arrears of Interest) on (A) the latest practicable Interest Payment Date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes, provided that if such notice would expire after such Interest Payment Date the date for redemption pursuant to such notice of Noteholders shall be the later of (i) the latest practicable date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes and (ii) 14 days after giving notice to the Fiscal Agent as aforesaid or (B) if so specified in the relevant Final Terms, at any time, provided that the due date for redemption of which notice hereunder shall be given shall be the latest practicable date at which the Issuer could make payment of the full amount payable in respect of the Notes, or, if applicable, Receipts or Coupons or, if that date is passed, as soon as practicable thereafter.

(g) **Partly Paid Notes:** Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the provisions specified in the relevant Final Terms.

(h) **Purchases:**

(i) The Issuer shall have the right at all times to purchase Notes (provided that, in the case of Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price. Unless otherwise specified in the Final Terms, all Notes so purchased by the Issuer

may be held and resold for the purpose of enhancing the liquidity of the Notes in accordance with Articles L.213-1 A and D.213-1 A of the Code.

- (ii) If so specified in the relevant Final Terms, in the event that at least 90% of the initial aggregate principal amount of the Notes has been purchased by the Issuer (a “**Repurchase Event**”), the Issuer may, at its option but subject to having given not more than sixty (60) nor less than thirty (30) days’ notice to the Noteholders (which notice shall be irrevocable) in accordance with Condition 15, redeem all, but not some only, of the outstanding Notes at their Repurchase Redemption Amount set out in the relevant Final Terms together with any interest accrued to the date set for redemption (including, where applicable, any Arrears of Interest).
- (i) **Cancellation:** All Notes purchased for cancellation by or on behalf of the Issuer will forthwith be cancelled, in the case of Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised Bearer Notes, by surrendering the Temporary Global Certificate and the Definitive Materialised Bearer Notes in question together with all unmatured Receipts and Coupons and all unexchanged Talons to the Fiscal Agent and, in each case, if so transferred or surrendered, will, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with, in the case of Dematerialised Notes, all rights relating to payment of interest and other amounts relating to such Dematerialised Notes and, in the case of Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so cancelled or, where applicable, transferred or surrendered for cancellation may not be re-issued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.
- (j) **Illegality:** If, by reason of any change in French law, or any change in the official application of such law, becoming effective after the Issue Date, it will become unlawful for the Issuer to perform or comply with one or more of its obligations under the Notes, the Issuer will, subject to having given not more than 45 nor less than 30 days’ notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 15, redeem all, but not some only, of the Notes at their Early Redemption Amount together with any interest accrued to the date set for redemption (including, where applicable, any Arrears of Interest).
- (k) **Redemption at the Option of Noteholders following a Change of Control:** If a Change of Control Put Option is specified in the relevant Final Terms, at any time while any Note remains outstanding, each holder of Notes will have the option (the “**Change of Control Put Option**”) to require the Issuer to redeem or, at the Issuer's option, to procure the purchase of these Notes on the Optional Redemption Date (as defined below) at their principal amount together with (or, where purchased, together with an amount equal to) accrued interest to but excluding the Optional Redemption Date if one of the following events takes place (a “**Put Event**”):
 - (i) a Change of Control and, during the Change of Control Period, a Rating Downgrade of the Notes due to this Change of Control, when the Notes are rated by any Rating Agency at the start of the Change of Control Periods; or
 - (ii) a Change of Control, when the Notes are not rated at such time.

A holder of Notes may not exercise his Change of Control Put Option if the Issuer informs the holder of the Notes of its intention to redeem the Notes pursuant to Conditions 6(f) or (j) before the Option Notice is sent to the holder.

A “**Change of Control**” shall be deemed to have occurred at each time that any person or persons acting in concert (other than a Permitted Holding Company (as defined below) acting alone or in concert) come(s) to own or acquire(s) such number of the shares in the capital of the Issuer carrying more than 50 per cent. of the voting rights normally exercisable at a general meeting of the Issuer.

“**Permitted Holding Company**” means each and any company or other legal entity whose share capital (or equivalent) and associated voting rights are controlled (within the meaning of Article L. 233-3 of the French *Code de commerce*) by Rallye S.A. or by any company or other legal entity controlling (within such meaning) the share capital (or equivalent) and associated voting rights of Rallye S.A.

“**Change of Control Period**” means the period commencing on the date that is the earlier of (1) the date of the first public announcement of the relevant Change of Control; and (2) the date of the earliest Potential Change of Control Announcement (if any) and ending on the date which is 180 days after the date of the first public announcement of the relevant Change of Control (the “**Initial Longstop Date**”).

“**Rating Agency**” means any of the following: (a) Standard & Poor's Ratings Services, (b) Fitch Ratings or (c) any other credit rating agency of equivalent international standing specified from time to time by the Issuer - and, in each case, their respective successors or affiliates.

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

“**Potential Change of Control Announcement**” means any public announcement or public statement by the Issuer, any actual or potential bidder or any advisor thereto relating to any potential Change of Control.

Promptly upon the Issuer becoming aware that a Put Event has occurred, the Issuer shall give notice (a “**Put Event Notice**”) to the Noteholders in accordance with Condition 15 specifying the nature of the Put Event and the circumstances giving rise to it and the procedure for exercising the Change of Control Put Option contained in this section.

To exercise the Change of Control Put Option to require redemption or, as the case may be, purchase of a Note under this section, the holder of that Note must transfer or cause to be transferred by its Account Holder its Notes to be so redeemed or purchased to the account of the Fiscal Agent specified in the Put Option Notice for the account of the Issuer within the period (the “**Put Period**”) of 45 days after the Put Event Notice is given together with a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of any Paying Agent (a “**Put Option Notice**”) and in which the holder may specify a bank account to which payment is to be made under this section.

The Issuer shall redeem or, at the option of the Issuer, procure the purchase of the Notes in respect of which the Change of Control Put Option has been validly exercised as provided above, and subject to the transfer of such Notes to the account of the Fiscal Agent for the account of the Issuer as described above on the date which is the fifth Business Day following the end of the Put Period (the “**Optional Redemption Date**”). Payment in respect of any Note so transferred will be made in Euro to the holder to the specified Euro-denominated bank account in the Put Option Notice on the Optional Redemption Date via the relevant Account Holders.

The Issuer shall have no responsibility for any costs or loss of whatever kind (including breakage costs) which the Noteholder may incur as a result of or in connection with its exercise, or purported exercise, of, or otherwise in connection with, any Change of Control Put Option - whether upon the occasion of any purchase or redemption arising therefrom or otherwise.

7 **Payments and Talons**

- (a) **Dematerialised Notes:** Payments of principal and interest (including, for the avoidance of doubt, any Arrears of Interest, where applicable) in respect of Dematerialised Notes shall (in the case of Dematerialised Notes in bearer dematerialised form or administered registered form) be made by transfer to the account denominated in the relevant currency of the relevant Account Holders for the benefit of the Noteholders and, (in the case of Dematerialised Notes in fully registered form), to an account denominated in the relevant currency with a Bank designated by the Noteholders. All payments validly made to such Account Holders will be an effective discharge of the Issuer in respect of such payments.
- (b) **Materialised Bearer Notes:** Payments of principal and interest (including, for the avoidance of doubt, any Arrears of Interest, where applicable) in respect of Materialised Bearer Notes shall, subject as mentioned below, be made against presentation and surrender during usual business hours of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Materialised Bearer Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 7(f)(vi)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the Noteholder, by transfer to an account denominated in such currency with, a Bank. “**Bank**” means a bank in the principal financial centre for such currency or, in the case of Euro, in a city in which banks have access to the TARGET System.
- (c) **Payments in the United States:** Notwithstanding the foregoing, if any Materialised Bearer Notes are denominated in U.S. Dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.
- (d) **Payments Subject to Fiscal Laws:** All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment but without prejudice to the provisions of Condition 8. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

- (e) **Appointment of Agents:** The Fiscal Agent, the Paying Agents, the Calculation Agent, the Redenomination Agent and the Consolidation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Redenomination Agent, the Consolidation Agent and the Registration Agent act solely as agents of the Issuer and the Calculation Agent(s) act(s) as independent experts(s) and, in each such case, do not assume any obligation or relationship of agency for any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Redenomination Agent, the Consolidation Agent and the Registration Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) a Redenomination Agent and a Consolidation Agent where the Conditions so require, (iv) Paying Agents having specified offices in at least two major European cities (including Paris so long as the Notes are listed and admitted to trading on Euronext Paris and/or Luxembourg so long as the Notes are listed and admitted to trading on the Luxembourg Stock Exchange and, in either case, so long as the rules applicable to the relevant Regulated Market so require) (v) in the case of Dematerialised Notes, in fully registered form, a Registration Agent (vi) such other agents as may be required by any other Regulated Market on which the Notes may be listed and admitted to trading and (vii) in the case of Materialised Notes, a Paying Agent with a specified office in a European Union Member State that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC of 3 June 2003 on the taxation of savings income in the form of interest payments or any other European Union Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income, or any law implementing or complying with, or introduced in order to conform to, such Directive.

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

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

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 15.

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

- (i) Upon the due date for redemption of those Notes, Materialised Bearer Notes which comprise Fixed Rate Notes (other than Dual Currency Notes or Index Linked Notes) should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (together, where applicable, with the amount of any Arrears of Interest corresponding to such Coupon) (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon (together, where applicable, with the amount of any Arrears of Interest corresponding to such Coupon) that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Amortised Nominal Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing

Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 10).

- (ii) Upon the due date for redemption of any Materialised Bearer Note comprising a Floating Rate Note, Dual Currency Note or Index Linked Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
 - (iii) Upon the due date for redemption of any Materialised Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
 - (iv) Upon the due date for redemption of any Materialised Bearer Note that is redeemable in instalments, all Receipts relating to such Materialised Bearer Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
 - (v) Where any Materialised Bearer Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
 - (vi) If the due date for redemption of any Materialised Bearer Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, (including, for the avoidance of doubt, any Arrears of Interest if applicable) shall only be payable against presentation (and surrender if appropriate) of the relevant Definitive Materialised Bearer Note. Interest accrued on a Materialised Bearer Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Materialised Bearer Notes.
- (g) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Materialised Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 10).
- (h) **Non-Business Days:** If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the Noteholder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, “**business day**” means a day (other than a Saturday or a Sunday) (A) (i) in the case of Dematerialised Notes, on which Euroclear France is open for business or (ii) in the case of Materialised Notes, on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as “**Financial Centres**” in the relevant Final Terms and (B) (i) (in the case of a payment in a currency other than Euro), where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or (ii) (in the case of a payment in Euro), which is a TARGET Business Day.

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

As used in these Conditions, “**Relevant Date**” in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due (and, for the avoidance of doubt, in the case of Arrears of Interest, references to “becomes due” shall be interpreted in accordance with the provisions of Condition 5(h)) or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or, in the case of Materialised Notes (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note, Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

References in these Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Early Redemption

Amounts, Optional Redemption Amounts, Amortised Nominal Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts (including, for the avoidance of doubt, all Arrears of Interest) payable pursuant to Condition 5 or any amendment or supplement to it and (iii) “**principal**” and/or “**interest**” shall be deemed to include any additional amounts that may be payable under this Condition.

- (c) **Supply of Information:** Each Noteholder shall be responsible for supplying, in a timely manner, any information as may be required in order to comply with the identification and reporting obligations imposed on it by the European Council Directive 2003/48/EC or any other European Directive implementing the conclusions of the ECOFIN Council Meeting dated 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to such Directive.

9 Events of Default

The Representative (as defined in Condition 11) may, upon written notice to the Fiscal Agent given on behalf of the Noteholders before all defaults shall have been remedied, cause the Notes to become immediately due and payable, whereupon the Notes shall become immediately due and payable at their principal amount, plus accrued interest, without any other formality, if any of the following events (each an “**Event of Default**”) shall occur:

- (a) **Unsubordinated Notes:** In the case of Unsubordinated Notes:
- (i) the Issuer is in default for more than fifteen (15) days for the payment of principal of, or interest on, any Note (including the payment of any additional amounts in accordance with Condition 8), when the same shall become due and payable; or
 - (ii) the Issuer is in default in the performance of, or compliance with, any of its other obligations under the Notes and such default has not been cured within thirty (30) days after the receipt by the Fiscal Agent of the written notice of such default by a Noteholder; or
 - (iii) if any other present or future indebtedness of the Issuer or any of its Principal Subsidiaries for borrowed money in excess of Euro 40,000,000 (or its equivalent in any other currency) whether individually or in the aggregate shall become due and payable prior to its stated maturity as a result of a default thereunder, or any such indebtedness shall not be paid when due or, as the case may be, within any applicable grace period (as originally agreed) therefor or any steps shall have been taken to enforce any security in respect of any such indebtedness or any guarantee or indemnity given by the Issuer or any of its Principal Subsidiaries for, or in respect of, any such indebtedness of others shall not be honoured when due and called upon; or
 - (iv) if the Issuer applies for the appointment of a *mandataire ad hoc* under French bankruptcy law or enters into a conciliation procedure (*procédure de conciliation*) or a judgment is issued for the judicial liquidation (*liquidation judiciaire*) or for a transfer of the whole of the business (*cession totale de l'entreprise*) of the Issuer or, to the extent permitted by applicable law, if the Issuer is subject to any other insolvency or bankruptcy proceedings or if the Issuer makes any conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors or if the Issuer is wound up or dissolved.

- (b) **Subordinated Notes:** In the case of Subordinated Notes and in accordance with Condition 3(b), if any judgment shall be issued for the judicial liquidation (*liquidation judiciaire*) of the Issuer or if the Issuer is liquidated for any other reason then the Subordinated Notes shall become immediately due and payable, in accordance with Condition 3(b), at their principal amount together with any accrued interest (including, if any, for the avoidance of doubt, the Arrears of Interest as defined in Condition 5(h)) to the date of payment.

10 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 five years (in the case of principal or interest) from the appropriate Relevant Date in respect of them.

11 Representation of Noteholders

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

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

(a) Legal Personality

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

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

(b) Representative

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

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

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

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

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

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

(c) **Powers of Representative**

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

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

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

(d) **General Meeting**

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

Notice of the date, time, place and agenda of any General Meeting will be published as provided under Condition 15.

Each Noteholder has the right to participate in a General Meeting in person, by proxy, correspondence, or, if the *statuts* of the Issuer so specify*, videoconference or any other means of telecommunication allowing the identification of the participating Noteholders. Each Note carries the right to one vote or, in the case of Notes issued with more than one Specified Denomination, one vote in respect of each multiple of the lowest Specified Denomination comprised in the principal amount of the Specified Denomination of such Note.

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

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

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

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

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

In accordance with Article R.228-71 of the French *Code de commerce*, the rights of each Noteholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder on the third business day in Paris preceding the date set for the meeting of the relevant General Meeting at 0:00, Paris time.

Decisions of General Meetings must be published in accordance with the provisions set forth in Condition 15.

(f) **Information to Noteholders**

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

(g) **Expenses**

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

(h) **Single Masse**

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

For the avoidance of doubt, in this Condition 11, the term “**outstanding**” shall not include those Notes subscribed or purchased by the Issuer pursuant to Article L.213-1 A of the French *Code monétaire et financier* that are held by it and not cancelled.

12 Modifications

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

13 Replacement of definitive Notes, Receipts, Coupons and Talons

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

14 Further Issues and Consolidation

- (a) **Further Issues:** Unless otherwise specified in the relevant Final Terms, the Issuer may from time to time without the consent of the Noteholders, Receiptholders or Couponholders create and issue further notes to be assimilated (*assimilées*) and form a single series with the Notes provided such Notes and the further notes carry rights identical in all respects (or in all respects save for the principal amount thereof and the first payment of interest in the relevant Final Terms) and that the terms of such further notes provide for such assimilation and references in these Conditions to “Notes” shall be construed accordingly.
- (b) **Consolidation:** The Issuer may, with the prior approval of the Redenomination and Consolidation Agents, from time to time on any Interest Payment Date occurring on or after the Redenomination Date on giving not less than 30 days’ prior notice to the Noteholders in accordance with Condition 15, without the consent of the Noteholders, Receiptholders or Couponholders, consolidate the Notes of one Series with the Notes of one or more other Series issued by it, whether or not originally issued in one of the European national currencies or in Euro, provided such other Notes have been redenominated in Euro (if not originally denominated in Euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Notes.

15 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 (a) 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*) or, (b) at the option of the Issuer, in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*). Provided that, so long as such Notes are listed and admitted to trading on any Regulated Market, notices shall be valid if published in a daily newspaper with general circulation in the city/ies where the Regulated Market on which such Notes is/are listed and admitted to trading which (x) in

the case of Euronext Paris, is expected to be *La Tribune* or *Les Echos* and (y) in the case of the Luxembourg Stock Exchange, is expected to be the *Luxemburger Wort*.

- (b) Notices to the holders of Materialised Bearer Notes and Dematerialised Notes in bearer form (*au porteur*) shall be valid if published (a) 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*) or, (b) at the option of the Issuer in a daily leading newspaper of general circulation in Europe (which is expected to be the *Financial Times*) and so long as such Notes are listed and admitted to trading on any Regulated Market, in a leading daily newspaper with general circulation in the city/ies where the Regulated Market on which such Notes is/are listed and admitted to trading which (i) in the case of Euronext Paris, is expected to be *La Tribune* or *Les Echos*, and (ii) in the case of the Luxembourg Stock Exchange, is expected to be the *Luxemburger Wort*.
- (c) If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Holders of Coupons shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Materialised Bearer Notes in accordance with this Condition.
- (d) Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream, Luxembourg and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication as required by Conditions 15 (a), (b) and (c) above; except that (i) so long as such Notes are listed on any stock exchange(s) and the rules applicable to that stock exchange so require, notices shall also be published in a daily newspaper with general circulation in the city/ies where the stock exchange(s) on which such Notes is/are listed and (ii) notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 10 shall also be published in a leading newspaper of general circulation in Europe.

16 Governing Law and Jurisdiction

- (a) **Governing Law:** The Notes (and, where applicable, the Receipts, the Coupons and the Talons) are governed by, and shall be construed in accordance with, French law.
- (b) **Jurisdiction:** Any claim against the Issuer in connection with any Notes, Receipts, Coupons or Talons may be brought before any competent court in Paris.

TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALIZED BEARER NOTES

Temporary Global Certificates

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

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

Exchange

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

- (i) if the relevant Final Terms indicates that such Temporary Global Certificate is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see “Summary - Selling Restrictions”), in whole, but not in part, for the Definitive Materialised Bearer Notes and
- (ii) otherwise, in whole but not in part upon certification as to non-U.S. beneficial ownership in (a form of which shall be available at the specified offices of any of the Paying Agents) for Definitive Materialised Bearer Notes.

Delivery of Definitive Materialised Bearer Notes

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

Exchange Date

“**Exchange Date**” means, in relation to a Temporary Global Certificate, the day falling after the expiry of 40 days after its issue date, provided that, in the event any further Materialised Notes are issued prior to such day pursuant to Condition 14(a), the Exchange Date shall be postponed to the day falling after the expiry of 40 days after the issue of such further Materialised Notes.

USE OF PROCEEDS

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

SELECTED FINANCIAL INFORMATION

(consolidated financial data, M€)	As of 31/12/2010	As of 31/12/2009	As of 30/06/2011	As of 30/06/2010
Equity	9,064	8,804	8,559	8,326
Net debt	3,845	4,072	6,783	5.368
Total balance sheet	25,788	23,221	27,440	23,432
–	–	–	–	–
(consolidated financial data, M€)	Year 2010	Year 2009	First half 2011	First half 2010
Net sales	29,078	26,757	16,144	13,589
EBITDA ¹	1,953	1,849	929	868
Trading profit	1,300	1,209	571	541
Profit from continuing operations, attributable to equity holders of the parent	559	543	166	222
Profit from discontinued operations, attributable to equity holders of the parent	(9)	48	N/A	(7)
Total net profit attributable to equity holders of the parent	550	591	165	214
Underlying profit attributable to equity holders of the parent	529	534	178	208

¹ Earnings before interest, tax, depreciation and amortization.

DESCRIPTION OF CASINO GUICHARD-PERRACHON

Introduction

Casino Guichard-Perrachon (“**Casino**”), a French *société anonyme*, is registered with the *Registre du Commerce et des Sociétés* of Saint-Etienne under number B 554 501 171. Its registered office is located at 1, Esplanade de France, 42000 Saint-Etienne, France. It acts solely as the holding company of the Group. The phone number of Casino Guichard Perrachon’s switchboard is +33 477 45 31 31.

Casino was incorporated on 3 August 1899 following the signing of the by-laws on 1 July 1898. Its term, which was extended by extraordinary resolution of the shareholders at the General Meeting held on 31 October 1941, will expire on 31 July 2040 unless the Issuer is wound up before this date, or its terms further extended. It is governed by the French *Code de commerce*.

Corporate objects of Casino

- To create and operate, either directly or indirectly, any and all types of stores for the sale to the public of any and all goods and products, including but not limited to food stuffs.
- To provide any and all services to the customers of such stores and to produce any and all goods and merchandise used in the operation thereof.
- To sell wholesale any or all goods and merchandise for its own account or for account of third parties, notably on a commission basis, and to provide any and all services to such third parties.
- More generally, to conduct any and all commercial, industrial, real estate, securities or financial transactions related to or which may facilitate the fulfilment of the foregoing objects.

The Issuer may, both in France and abroad, create, acquire, use under licence or grant licences to use any and all trademarks, designs, models, patents and manufacturing processes related to the foregoing objects.

It may acquire any and all holdings and other interests in any French or foreign company or business, regardless of its object.

It may operate in all countries, directly or indirectly, either alone or with all and any other persons or companies within a partnership, joint venture, consortium or other corporate entity, and carry out all and any transactions which fall within the scope of its corporate objects.

The description of the corporate objects of the company are described in the article 3 of the *statuts* (by-laws) of the Issuer.

Business Overview

Casino is a multi-format retailer with a strong market position in the French retail sector and significant international operations. The Group’s operations now cover nine countries: France, Argentina, Uruguay, Brazil, Colombia, Thailand, Mauritius, Vietnam and Madagascar.

The Casino banner dates back to 1898, when Geoffroy Guichard created Société des Magasins du Casino and opened the first store in Veauche in central France. Just three years later, in 1901, the first Casino brand products were launched, thus pioneering the private-label concept.

The Group expanded rapidly until the eve of the Second World War, opening more than 500 stores in ten years. It initially focused on the Saint-Etienne and Clermont-Ferrand regions and during the 1930s expanded its reach down to the Côte d’Azur. In 1939, the Issuer managed nine warehouses and almost 2,500 retail stores.

In the 1950s, Casino embarked on a policy of diversifying its formats and its business activities. The first self-service store opened in 1948, the first Casino supermarket in 1960, the first Casino Cafétéria in 1967 and the first Géant hypermarket in 1970. Acquisition of L'Épargne in 1970 extended the Group's operations to southwestern France.

At the end of the 1970's, Casino broke into the international markets, launching a chain of cafeterias in the United States and then acquiring 90 "cash & carry" stores under the Smart & Final banner in 1984.

The mid-1980s marked a turning point in the Group's expansion policy. It adopted a redeployment strategy aimed at achieving critical mass to improve its resilience in an increasingly competitive retail industry.

This strategy consisted first and foremost of expanding its operations in France and refocusing on its core business as a retailer. Between 1985 and 1996, it acquired control of two retail companies in eastern and southern France, Cédis and La Ruche Méridionale. It signed partnership agreements with the Corse Distrib' Group and with Coopérateurs de Normandie-Picardie. In 1992, it took over Rallye's retail business comprising hypermarkets, supermarkets and cafeterias.

The Issuer also launched a programme to refurbish its hypermarkets and modernise its convenience store network, with the aim of repositioning both its corporate image and the image of its banners. Casino created Spar France in 1996 and acquired a stake in Monoprix-Prisunic in 1997. It also took a majority stake in the Franprix and Leader Price banners in 1997, making it the leading retailer in Paris. As a result of these developments, on the eve of the new millennium Casino had become one of France's leading retail groups.

Building on its strong domestic position, the Group then decided to strengthen its international presence and embarked on an active international expansion policy. From 1998 to 2002, it acquired a large number of retail companies in South America (Libertad in Argentina, Disco in Uruguay, Exito in Colombia and GPA in Brazil), Asia (Big C in Thailand, Vindémia in Vietnam), the Netherlands (Laurus, now Super de Boer), and the Indian Ocean region (Vindémia in Reunion, Madagascar, Mayotte and Mauritius).

It also moved into Poland and Taiwan, opening its first Polish hypermarket in Warsaw in 1996 followed by a Leader Price store in 2000, and its first hypermarket in Taiwan in 1998. Since 2000, Casino has strengthened its presence in France in the most buoyant retail formats and expanded in its most promising international markets.

In France, Casino has adapted its business mix to meet changing market trends, first by strengthening its position in convenience and discount formats through major acquisitions. In 2000, it acquired a stake in online retailer Cdiscount and raised its interest in Monoprix to 50%. In 2003, Casino and Galeries Lafayette renewed their partnership in Monoprix. At the end of 2008, the strategic agreement between the two partners was extended until 2012.

In 2004, the Group increased its interest in Franprix Holding to 95% and in Leader Price Holding to 75%. Since 2009, it has owned 100% of both companies.

Secondly, Casino also began to develop other businesses connected with retailing, such as financial services and commercial real estate. In 2001, it joined forces with LaSer Cofinoga to create Banque du Group Casino. In July 2010, it signed a partnership agreement in financial products and services with Group Crédit Mutuel-CIC, which will increase its interest in Banque Casino to 50%. In 2005, the Group's shopping centre properties were spun off into a new subsidiary, Mercialis, which was floated on the stock exchange.

In the international markets, Casino began to refocus its business on two core regions, South America and Southeast Asia, to capitalise on their strong potential. From 2005 to 2007, the Group acquired joint control of the GPA Group in Brazil, and became majority shareholder of Exito in Colombia and Vindémia in the Indian Ocean region. In 2010, the partnership between GPA and Casas Bahia, Brazil's leading non-food retailer, and Big C's acquisition of Carrefour Thailand significantly increased the Group's footprint in these two regions, which are the main pillars of its international development.

In 2006, Casino sold its Polish retailing businesses and its 50% interest in its Taiwanese subsidiary Far Eastern Géant, followed by its interest in Smart & Final in the USA in 2007. In 2009, Casino sold its 57% interest in Dutch retailer Super de Boer.

Casino is listed on Euronext Paris and has a market capitalisation of €7.165 billion as at 30 June 2011.

RECENT DEVELOPMENTS

PRESS RELEASES

12 April 2011

First-quarter 2011 sales up a very strong 18.8%
led by changes in the scope of consolidation in Brazil and Thailand

8.2% growth at constant scope of consolidation

Sustained organic growth of 5.7%
Strong momentum in international markets, up 10.5%
0.2-pt gain in Group market share in France
Continued turnaround at Leader-Price, with same-store sales up 3.8%

Consolidated net sales	Q1 2010 €m	Q1 2011 €m	% change QoQ	
			Reported	Organic ⁽¹⁾
Continuing operations	6,608.9	7,849.9	18.8%	5.7%
France	4,225.2	4,414.5	4.5%	3.1%
International	2,383.7	3,435.3	44.1%	10.5%

(1) Based on constant scope of consolidation and exchange rates

Organic growth excluding petrol	Q1 2011
Continuing operations	+4.7%
France	+1.2%
International	+10.5%

Consolidated net sales rose by a reported 18.8% in **the first three months of 2011**.

Changes in scope of consolidation accounted for 10.6 points of the reported gain, mainly reflecting the consolidation of Casas Bahia by GPA and the consolidation of Carrefour Thailand's operations by Big C effective 1 January 2011.

The currency effect was a positive 2.5%, due to the rise in the Brazilian real, Colombian peso and Thai baht against the Euro.

Higher petrol prices had a 1% positive impact.

The calendar effect was negative in France (-0.7%) and in international markets (-0.8%), primarily due to the shift in Easter from early April in 2010 to late April in 2011.

Organic growth therefore stood at 4.7% (excluding petrol) for the period.

In **France**, organic sales ended the quarter up 3.1%. The Group continued to gain market share, with a 0.2-point increase over the period.

- Leader Price continued to recover, with same-store sales up 3.8%.
- Excluding petrol and adjusted for the calendar effect, Géant Casino's same-store performance was similar to the previous quarter's. Market share was stable over the period.
- Total sales by Monoprix, Casino Supermarkets and Franprix were satisfactory.
- Cdiscount sales grew by 12.2% on an organic basis and now exceed Géant Casino's non-food sales.

International operations delivered double-digit organic growth in sales, both in South America and Asia.

- South America reported fast 11.1% organic growth, despite unfavourable technical factors (a later Easter and the postponement of a major promotional campaign in Colombia). The region's very satisfactory performance was led by the dynamic expansion in Brazil and Colombia.
- Sales continued to gain momentum in Asia, with 11.7% organic growth.

Reported sales in international markets rose by 44.1% over the quarter, lifted by the consolidation of Casas Bahia and Carrefour Thailand, and accounted for 44% of the consolidated total for the period.

The Group is confident in its ability to deliver sales growth of more than 10% in each of the next three years.

It confirms its 2011 targets:

- Strengthen market share in France, in particular by continuing to expand in the convenience and discount segments
- Drive-up margin at Franprix-Leader Price
- Continue to deliver strong profitable organic growth in international markets
- Keep-up the asset rotation strategy, with a target of €700 million worth of asset disposals.

*

* *

FRANCE

Sales in France rose 4.5% over the period. Changes in scope of consolidation had a 1.4% positive impact reflecting the consolidation of three Franprix-Leader Price franchisees effective 1st February 2011. Petrol sales had a 1.8% positive impact. The calendar effect had a 0.7% negative impact.

Excluding petrol sales and adjusted for the calendar effect, organic growth stood at 1.9% for the period.

In € millions	First Quarter			
	2010	2011	% change	Organic growth excluding petrol
Net Sales, France	4,225.2	4,414.5	4.5%	1.2%
Franprix – Leader Price	976.9	1,074.2	10.0%	3.0%
Monoprix	470.0	483.2	2.8%	2.7%
Casino France	2,778.4	2,857.1	2.8%	0.3%
Géant Casino hypermarkets	1,247.0	1,276.4	2.4%	-1.7%
Casino Supermarkets	798.7	834.8	4.5%	0.5%
Superettes	350.2	344.8	-1.5%	-1.5%
Other businesses	382.4	401.1	4.9%	6.9%

Same-store sales	First Quarter 2011		
	Including petrol	Excluding petrol	Excluding petrol and calendar effect
Franprix	-4.2%	-4.2%	-4.1%
Leader Price	+3.8%	+3.8%	+4.4%
Géant Casino Hypermarkets	+1.5%	-2.7%	-1.6%
Casino Supermarkets	+1.9%	-1.8%	-0.9%
Monoprix	+0.2%	+0.1%	+0.6%

▪ **Franprix-Leader Price**

Leader Price reported a 4.4% increase in same-store sales (adjusted for the calendar effect). The banner is continuing to leverage the sales initiatives deployed last year, including price repositioning, the introduction of national brands and stepped up communication. The new concept is still being deployed in line with objectives, with the renovation of 27 stores. During the period, the banner opened six stores. Market share remained stable over the quarter.

At **Franprix**, same-store sales contracted by 4.2% year-on-year, primarily because of the termination of Sunday afternoon openings. 7 stores were opened during the quarter. Total sales rose by 2.9% on an organic basis including expansion.

Franprix-Leader Price total sales rose by 10.0% during the first quarter.

▪ **Monoprix**

Monoprix's same-store sales were stable. The performance was satisfactory in food. Textile sales were affected by the soft start of the spring-summer collection.

The banner opened 2 Monop over the period. Monoprix reported total sales up 2.8% and continued to improve market share, with a 0.1-point gain in the first quarter.

▪ **Casino France**

Géant Casino's same store sales declined by 1.6%, excluding petrol and the calendar effect. The average basket was almost stable, while footfalls continued to improve (down 1.2% versus 1.9% in the fourth quarter).

Adjusted for the calendar effect, food sales were stable, confirming the improvement observed in the fourth quarter.

The 2010 price investments helped to improve the banner's price positioning, which continued to focus on promotions and loyalty programmes. Market share was stable for the quarter.

Non-food sales declined by 5.6% excluding the calendar effect, in line with the trend over the previous two quarters.

Home segment sales continued to stabilise over the period, while the performance of the other segments (apparel, leisure and multimedia) remained disappointing.

Excluding petrol and the calendar effect, **Casino Supermarkets** saw sales decline by 0.9%. 2 new stores were opened during the period. Total sales excluding petrol rose by 0.5%. Market share held firm during the quarter.

Superette sales decreased by 1.5% in the first quarter.

Sales by the **other businesses** (Cdiscount, Mercialis, Casino Cafétéria and Banque Casino) rose by 6.9% on an organic basis, driven by 12.2% organic sales growth at Cdiscount. Electrical appliances and houseware turned in a very good performance and the new sections (toys, jewellery) had another successful quarter. Cdiscount's revenue now exceeds Géant Casino's non-food revenue.

The multi-channel strategy continued to demonstrate its success, with pick-up sales accounting for a growing proportion of Cdiscount's revenue.

INTERNATIONAL

Consolidated sales from international operations surged 44.1% in the first quarter.

Changes in scope of consolidation had a 26.7% positive impact, reflecting the consolidation of Casas Bahia by GPA and of Carrefour Thailand's operations by Big C. At comparable scope of consolidation, sales were up 17.4% for the period.

The currency effect was also favourable, at a positive 6.9%, due to the appreciation of the Brazilian real, Colombian peso and Thai baht against the euro.

Organic growth was maintained in the double digits in both South America and Asia, for a 10.5% gain overall.

Q1 2011	Reported growth	Organic growth	Same-store growth
South America	44.8%	11.1%	+5.4%
Asia	60.3%	11.7%	+5.5%

In South America, same-store sales rose by 5.4%, dampened by unfavourable technical factors related to the later Easter and the postponement of a major promotional campaign in Colombia (which together had an estimated -3.6% impact). Faster expansion both in Brazil and Colombia enabled operations in the region to deliver sustained organic growth of 11.1%.

- In **Brazil**, GPA reported same-store sales up 6.8%*, which was a satisfactory performance in the light of the unfavourable calendar effect and a high basis of comparison in non-food sales. "GPA Food" same-store sales were up 5.7%* over the period, 8.0%* adjusted for the Easter effect. Same-store sales at Globex ended the quarter 10.5%* higher, lifted by the sustained strong growth in e-commerce sales (up 33%*). Including the impact of expansion and the consolidation of Casas Bahia, total sales in Brazil climbed +55.9%* year-on-year.
- Same-store performance in **Colombia** was impacted by the postponement to April of a major promotional campaign that in 2010 was rolled out in March. Excluding this effect, performance was very satisfactory for the quarter. Exito continued to deploy its store conversion programme (12 stores converted), and to develop the Exito Express convenience store network, with 10 openings during the period. The company's more assertive expansion strategy drove sustained growth in total sales.

In Asia, the speed-up in organic growth observed in the fourth quarter continued in first-quarter 2011, with an 11.7% increase.

- **In Thailand, Big C** enjoyed sustained organic growth, reflecting a satisfactory same-store performance and a higher contribution from expansion. The Rajdamri store, which was closed in second-quarter 2010 in the wake of political unrest, reopened in February. The development of new formats continued apace, with six Mini Big C units and one Pure outlet opened during the period. Carrefour Thailand operations are being gradually integrated in line with the business plan, with all of the stores to be converted to the Big C banner by the end of June.
- Operations in **Vietnam** enjoyed another quarter of very strong organic growth, led by strong same-store sales momentum and a significant contribution from the expansion drive. A new convenience store concept, called New Cho, was launched during the quarter.

Performance in the **Indian Ocean** was satisfactory, with same-store sales rising 2.5%.

* Data published by the company.

Main changes in the scope of consolidation

- Consolidation of Casas Bahia by GPA, effective 1 November 2010
- Consolidation of Carrefour operations by Big C, effective 1 January 2011
- Full consolidation of three franchisees by Franprix-Leader Price, effective 1 February 2011

	First Quarter		% change	
	2010 €m	2011 €m	In Euros	At constant exchange rates
France	4,225.2	4,414.5	4.5%	4.5%
<i>Of which:</i>				
Franprix – Leader-Price	976.9	1,074.2	10.0%	10.0%
Monoprix	470.0	483.2	2.8%	2.8%
Casino France	2,778.4	2,857.1	2.8%	2.8%
Géant Casino Hypermarkets	1,247.0	1,276.4	2.4%	2.4%
Casino Supermarkets	798.7	834.8	4.5%	4.5%
Superettes	350.2	344.8	-1.5%	-1.5%
Other businesses	382.4	401.1	4.9%	4.9%
INTERNATIONAL	2,383.7	3,435.3	44.1%	37.2%
<i>Of which:</i>				
South America	1,730.2	2,505.3	44.8%	37.0%
Asia	448.9	719.7	60.3%	53.6%
Other segments	204.6	210.3	2.8%	2.4%
NET SALES – CONTINUING OPERATIONS	6,608.9	7,849.9	18.8%	16.3%

Average exchange rates	Q1 2010	Q1 2011	%Change
Argentina (ARS / EUR)	0.188	0.182	-3.1%
Uruguay (UYU / EUR)	0.037	0.037	1.5%
Thailand (THB / EUR)	0.022	0.024	9.1%
Vietnam (VND/EUR) (x1000)	0.040	0.037	-7.3%
Colombia (COP / EUR) (x1000)	0.370	0.390	5.3%
Brazil (R\$ / EUR)	0.401	0.439	9.5%

France	31 March10	31 Dec 10	31 March 11
Géant Casino hypermarkets	122	125	125
<i>Of which French affiliates</i>	5	6	6
<i>International Affiliates</i>	5	5	5
<i>French Franchises</i>		2	1
+ Service stations	99	99	100
Casino supermarkets	394	405	407
<i>Of which French Franchise Affiliates</i>	54	54	51
<i>International Franchise Affiliates</i>	24	27	28
+ Service stations	156	160	162
Franprix supermarkets	798	870	867
<i>Of which Franchise outlets</i>	477	515	375
Monoprix supermarkets	470	494	494
<i>Of which Naturalia</i>	43	49	49
<i>Of which French Franchise Affiliates</i>	46	54	56
<i>Of which International Franchise Affiliates</i>	75	77	77
Leader Price discount stores	562	585	591
<i>Of which Franchise outlets</i>	278	294	184
TOTAL supermarkets and discount stores	2,224	2,354	2,359
<i>Of which Franchise outlets/Stores operated under business leases</i>	954	1,021	771
Petit Casino superettes	1,804	1,791	1,786
<i>Of which Franchise outlets</i>	28	29	29
Eco Services superettes	3	2	1
<i>Of which Franchises</i>	2	1	0
Spar superettes	895	928	934
<i>Of which Franchise outlets</i>	741	761	762
Vival superettes	1,772	1,767	1,783
<i>Of which Franchise outlets</i>	1,772	1,766	1,782
Casitalia and C'Asia superettes	1	1	1
Other Franchise stores	1,310	1,260	1,206
<i>Corners, Relay, Shell, Elf, Carmag, other</i>	1,310	1,260	1,206
Wholesale outlets	1,020	926	922
TOTAL CONVENIENCE STORES	6,805	6,675	6,633
<i>Of which Franchise outlets/Stores operated under business leases/Wholesales</i>	4,874	4,744	4,702
Other affiliate stores	16	20	20
<i>Of which French affiliates</i>	15	17	17
<i>International Affiliates</i>	1	3	3

Other businesses	284	287	284
Casino Restauration	284	287	284
TOTAL France	9,451	9,461	9,421
Hypermarkets	122	125	125
Supermarkets	1,662	1,769	1,768
Discount stores	562	585	591
Superettes and other stores	6,821	6,695	6,653
Other	284	287	284

International	31 March 10	31 Dec 10	31 March 11
ARGENTINA	22	23	23
Libertad hypermarkets	14	15	15
Other businesses	8	8	8
URUGUAY	53	53	53
Géant hypermarkets	1	1	1
Disco supermarkets	28	28	28
Devoto supermarkets	24	24	24
BRAZIL	1,089	1,647	1,647
Extra hypermarkets	104	110	114
Pão de Açúcar supermarkets	145	149	151
Sendas supermarkets	67	17	13
Extra Perto supermarkets	13	101	118
CompreBem supermarkets	155	113	93
Assai discount stores	42	57	59
Extra Facil convenience stores	61	68	67
Eleto, Ponto Frio, Casas Bahia (other businesses)	502	1032	1,032
<i>Of which Ponto Frio</i>	<i>455</i>	<i>506</i>	<i>506</i>
<i>Of which Casas Bahia</i>		<i>526</i>	<i>526</i>
THAILAND	97	116	168
Big C hypermarkets	67	70	105
Big C supermarkets	30	2	10
Mini Big C convenience stores		15	22
Pure stores (other businesses)		29	31
VIETNAM	10	14	15
Big C hypermarkets	10	14	14
New Cho convenience store			1
INDIAN OCEAN	49	50	50
Jumbo hypermarkets	11	11	11
Score/Jumbo supermarkets	21	21	21
Cash and Carry supermarkets	5	5	5

Spar supermarkets	6	7	7
Other businesses	6	76	6
COLOMBIA	260	299	303
Exito hypermarkets	74	73	75
Pomona, Carulla and Exito supermarkets	91	112	112
Surtimax discount stores	49	54	57
Exito Express, Carulla Express convenience stores	11	22	32
Ley and others	35	38	27
TOTAL INTERNATIONAL	1,580	2,202	2,259
Hypermarkets	281	294	335
Supermarkets	555	579	582
Discount stores	91	111	116
Convenience stores	83	105	122
Other businesses	570	1,113	1,104

18 May 2011

Casino's stake in GPA increased to 33.7% following the issuance of new shares in connection with the tax saving generated by the amortization of part of the goodwill related to the acquisition of GPA

On March 31st 2011, GPA's general shareholders meeting approved the issuance to Casino of 1.4 million new preferred shares at the price of BRL 62.43 per share⁽¹⁾, for a total value of BRL 85 million (EUR 36 million). This issuance was completed in May after the exercise of the pre-emptive rights of GPA's shareholders. Casino received 626,360 preferred shares and BRL 45 million in cash.

This issuance follows those announced on May 4th 2009 and June 21st 2010 in the context of the agreement signed in May 2005 with Abilio Diniz' Family. Under the terms of this agreement, in late 2006, Casino contributed to GPA the goodwill arising on its successive investments in the company.

This goodwill amortisation generates tax savings for GPA since 2008 and for an estimated period of 6 years. In exchange for the goodwill contributed, GPA agreed to transfer back to Casino 80% of such tax savings, in the form of newly issued preferred stock. At the end of the goodwill amortisation, Casino's interest in GPA will reach approximately 34.4%⁽²⁾ based on the current share price.

⁽¹⁾ Volume weighted average share price over the 15 trading days prior to the date of the General Meeting call notice.

⁽²⁾ If minority shareholders exercise in the future their pre-emptive subscription rights, GPA will repay in cash that part of Casino's share of the tax savings, thereby reducing the accretion effect in Casino's stake in the company.

18 May 2011

Successful 10-year bond issue of € 850 million

Casino successfully issued today a new 10-year bond of €850 million.

In this respect, €300 million of the bonds maturing in February 2012 (with a coupon of 6.0%), April 2013 (with a coupon of 6.375%) and April 2014 (with a coupon of 4.875%) were exchanged.

The new €850 million bond issue maturing in 2021 has a 4.726% coupon, equivalent to mid-swap +130bp. Significantly oversubscribed, it also enabled to raise €530 million of new money.

The average maturity of the Group's bond debt is extended to 4.6 years (vs 3.4 years previously) and its average financing cost optimized.

The deal was led by Citi, Deutsche Bank, HSBC, JPMorgan, Natixis, and RBS acted as joint bookrunners.

Casino Group is rated BBB- stable by Fitch Ratings and Standard & Poor's

31 May 2011

Notice from Casino

Casino has filed on 30 May 2011 a request for arbitration under ICC Rules against the Diniz Group, requesting notably the Diniz group to comply with and perform its obligations under the shareholders' agreement dated as of 27 November 2006 and relating to their common company Wilkes, the controlling shareholder of the Brazilian company CBD.

16 June 2011

Increase in Casino's holding in Grupo Pão de Açúcar (GPA)

Casino group announces today that it informed GPA that it increased its holding by 8.6 million preferred shares, which corresponds to 3.3% of GPA share capital. As of today, its total economic holding, including ordinary shares, amounts to 37% of GPA share capital.

This operation shows the Group's continuing commitment towards GPA and its trust in its Executive team. Casino thus reiterates its intent to strengthen GPA's long term development as well as the Group's positions in fast-growing markets.

This acquisition does not change the corporate control of GPA, which continues to be exercised by Wilkes* in line with the provisions contained in both the Wilkes' Shareholders Agreement, dated as of November 27, 2006, and the GPA's one, dated as of December 20, 2006.

**Controlling holding of GPA, co-controlled by Casino Group and Diniz Group.*

28 June 2011

Casino Group Press Release

Casino discovered the financial transaction released by Carrefour, involving CBD, the Brazilian company in which it is the largest shareholder and that it co-controls with Abilio Diniz. Casino has acquired in 2005 from Abilio Diniz and his family the right to become the sole controlling shareholder in 2012.

Contrary to the terms of the press release, it is not a spontaneous proposal from Gama, a financial investment vehicle, but a long-standing illegal planned financial transaction between Carrefour and Abilio Diniz.

This announcement confirms that illegal and secret negotiations were conducted and are ongoing. Indeed, in consideration of the public agreements Casino signed with Abilio Diniz, no negotiations involving the future of CBD can occur without Casino.

Initially, Casino reminded this obligation to Abilio Diniz and to Carrefour. Despite this reminder, they continued these discussions, deliberately ignoring both the law and fundamental business ethics.

This project concerns CBD in the first place, has never been discussed with CBD before being released, which presents an obvious hostile nature.

In the next few days, Casino will examine how to best defend the corporate interests of CBD and its shareholders, which seem threatened by this very complex and financial driven project.

Finally, Casino recalls that it has the authority to oppose this project according to the existing agreements and that no negotiations regarding the future of CBD can be conducted without his consent and without prior discussion of this project at the Board of Directors of Wilkes, the holding company controlling CBD.

30 June 2011

CASINO STRENGTHENS ITS INTEGRATION IN HISPANIC LATIN AMERICA

Disposal of its stakes in Disco and Devoto to Exito for €520 million

Share offering of Exito to finance the acquisition and accelerate expansion plans in Colombia and across the region

Exito announced yesterday the signing of a share purchase agreement regarding the acquisition of Casino's majority stakes in Disco and Devoto for a total consideration of US\$ 746 million (€ 520 million). Exito also announced its intention to launch a share offering in Colombia of up to US\$ 1.4 billion.

These two transactions demonstrate the Group's strategic ambitions in Hispanic Latin America, one of the key growth areas.

Creating an integrated platform for growth in Hispanic Latin America

The acquisition of Casino's majority stakes in its Uruguayan subsidiaries Disco and Devoto will be a major step towards the internationalization of Exito.

With consolidated sales of US\$ 770 million expected in 2011, Disco and Devoto operate 53 stores in Uruguay, including 1 Géant hypermarket, 28 Disco and 24 Devoto supermarkets for a total sales area of 73,900 sqm. The two banners are leaders in the modern food distribution market in Uruguay with a market share twice larger than the next competitor.

With this acquisition, Exito will become a regional player enjoying strong leadership positions in two of the most stable and promising markets in South America.

Developing value enhancing opportunities for both Exito and Casino shareholders

The combination of Exito with Disco and Devoto will strengthen the integration of two companies operating in countries with strong linguistic and cultural similarities. It will allow the generation of synergies, which have not been possible so long as the companies were operated separately.

In particular, the transaction will enable Disco and Devoto to benefit from Exito's expertise in the implementation of new distribution formats as well as in the development of non-food sales.

The transaction is expected to have a positive impact on Exito's earning per share as of the first year and to be neutral on Casino's EPS.

Providing additional financing to foster growth

In order to finance its expansion plan, including the acquisition of Casino's stake in Disco and Devoto, Exito intends to issue new shares in Colombia for a total consideration of up to US\$ 1.4 billion. Casino, which holds 54.8% of Exito, intends to subscribe to the capital increase pro rata to its current ownership, therefore maintaining control over Exito.

The share issuance will strengthen Exito's already solid financial structure whilst providing the company with additional financial resources to accelerate its expansion in the Colombian market and other Hispanic Latin American countries where Exito's management has already identified a number of development opportunities. It will also enable Casino to pursue the reduction of its indebtedness.

The execution of the transaction and the share placement are subject to the approval of Exito's shareholders during a general shareholders meeting which is convened for 6th of July 2011.

The acquisition is expected to close in the second half of 2011 following the completion of customary conditions precedent and the placement of Exito shares.

30 June 2011

Increase in Casino's holding in Grupo Pão de Açúcar (GPA)

Casino group announces today that it informed GPA that it increased its holding by 16.1 million preferred shares, which corresponds to 6.2% of GPA share capital. As of today, its total economic holding, including ordinary shares, amounts to 43.1% of GPA share capital.

With this significant increase in participation, once again, the Group reaffirms its commitment towards Brazil and GPA, as well as its Executive team, its employees, its management, its customers and suppliers and all its stakeholders.

This acquisition does not change the corporate control of GPA, which continues to be exercised by Wilkes* in line with the provisions contained in both the Wilkes' Shareholders Agreement, dated as of November 27, 2006, and the GPA's one, dated as of December 20, 2006.

**Controlling holding of GPA, co-controlled by Casino Group and Diniz Group.*

4 July 2011

Following Carrefour's press release, the Casino Group considers that Carrefour and the members of its board of directors may be held liable in accepting, despite repeated warnings, a hostile transaction arising out of illegal negotiations.

According to Carrefour, the consummation of this transaction is conditioned upon acceptance by CBD. However, Carrefour deliberately fails to state that Wilkes's consent, and accordingly that of Casino, are required. Any project involving CBD's future, over which Casino has joint control, must take place in strict observance of the shareholders' agreement between the Casino Group and the Diniz Group, and is thus conditioned upon the unanimous approval of the Wilkes board of directors.

4 July 2011

NOTICE BY CASINO

Casino Group today announced that it has filed on July 1, 2011 a second request for arbitration at the International Chamber of Commerce - ICC against the Diniz Group, following the proposal simultaneously presented on June 28th, 2011 to CBD and its shareholders.

In doing so, Casino, first shareholder of CBD, seeks to ensure the respect for the procedures established by the Shareholders' Agreements as of November 27th, 2006.

Pursuant to Brazilian law, this arbitration includes CBD as an intervening party. This measure protects CBD by ensuring the full effectiveness of the arbitral award.

Casino reaffirms its commitment to CBD, as well as its confidence in CBD's management. A shareholder since 1999, the Casino Group has continuously supported the growth and development of CBD.

5 July 2011

Casino press release

In response to the recent press release in which Carrefour denies having any hostile intentions toward Casino, and claims that the agreements between Casino and the Diniz Group do not prohibit talks or negotiations, Casino notes that:

(1) Carrefour's concealment of months of negotiations for the control of the Brazilian company CBD amply demonstrates Carrefour's hostility. Had Carrefour not had hostile intentions, it surely would have informed Casino, the most significant shareholder and holder of joint control of CBD, of Carrefour's intentions.

(2) Such negotiations are clearly forbidden by both the letter and the spirit of the relevant agreements, which are public. Casino is confident that its position will prevail before the relevant courts and tribunals that will consider this matter. In this respect, the Nanterre Court of Commerce emphasized in its decision of 24 June 2011 that:

- *"Carrefour, already active in Brazil for many years, is well aware of the agreements between Casino and the Diniz group, including the reciprocal duty of fairness imposed thereby".*
- *"In knowingly entering into negotiations aiding a potential breach of contractual agreements, Carrefour has exposed itself to potential tort liability to Casino".*

Accordingly, contrary to Carrefour's claim, a transaction of this nature requires full disclosure and a respect for the rights of all the parties involved.

12 July 2011

Casino's Board finds that the financial transaction communicated by Gama is contrary to the interests of GPA and all of its shareholders

- A flawed strategic vision for GPA
- Gross overestimation of potential synergies
- Significant execution risks
- Highly dilutive for GPA shareholders
- A transaction that destroys value, by transforming GPA into a non controlling investment vehicle with a holding company discount

The Board of Directors of Casino Guichard-Perrachon ("Casino") met today under the chairmanship of Mr. Jean-Charles Naouri to review the terms of the financial proposal contemplated by Gama 2 SPE Empreendimentos e Participacoes ("Gama"), Mr. Abilio Diniz and Carrefour for the proposed merger of GPA with Carrefour's Brazilian business, accompanied by the taking of a minority stake in Carrefour SA.

At the conclusion of the meeting, the Board observed unanimously, with the exception of Mr. Diniz, that the transaction is contrary to GPA's interests, as well as those of all of its shareholders and Casino.

The Board reaffirmed its support for Casino's international development strategy focused on high-growth countries, as illustrated by the recent acquisition of Carrefour's activities in Thailand and in the reinforcement of Casino's capital position in GPA.

The Board also reaffirmed its strategic commitment to Brazil, which is a major focus of development for the Group, and to GPA (of which Casino is the most significant shareholder, with 43% of the total capital and as a holder of co-control via Wilkes). Casino has been an active and faithful shareholder of GPA for more than twelve years. As with its other international subsidiaries (Big C in Thailand, Exito in Colombia), Casino has consistently and actively supported GPA in a variety of areas (CRM, private label, development of convenience stores, etc.).

The Board has considered the studies conducted by its financial advisors, Banco Santander, Goldman Sachs, Messier-Maris & Partners and Rothschild & Cie, the report of Merrill Lynch (subsidiary of Bank of America), as well as the study conducted by the strategy consultant Roland Berger regarding the economic aspects of the proposed transaction.

The Board came to the following assessment of the Gama proposal and its possible consequences both for GPA and its shareholders:

- **This transaction is based on a flawed strategic vision for GPA**
 - A major reinforcement in a declining format:
 - In Brazil, the transaction would result in a doubling of sales in the hypermarket sector (increasing from R\$ 11 to 26 billion and from 47% to 51% of total food sales) in spite of the continuing decline of market share for this sector, which has, consistent with trends in other geographic areas, continued to decrease (from 56% to 54% between 2008 and 2010¹, having a growth 5 percentage points lower than the market average).
 - An uncontrolled geographic expansion in low-growth areas:
 - A minority shareholding in Carrefour does not provide any adequate internationalization of GPA, which should control any such expansion;
 - The international expansion of GPA should focus on high-growth countries, whereas mature European markets represent nearly two-thirds of all Carrefour sales.
 - Taking a position in Carrefour is a risky investment, taking into account the market's doubts regarding its strategy given its overexposure to mature markets with weak growth prospects and to the lowest-growth store formats.
- **The proposed synergies are grossly overestimated**
 - Gama's estimated synergies in support of this transaction are well above the levels that have been proposed in the past in connection with similar transactions. They amount in effect to 3.2% of combined 2010 sales as compared to an average of approximately 1% for synergies announced in connection with ten comparable transactions;
 - These estimates fail to account for divestitures that will be necessary, including costs associated with implementing these synergies, which will be substantial, as well as the time needed to phase in synergies;
 - Overall, the detailed and documented study conducted by Roland Berger demonstrates that the realistic potential for synergies in a full year could in a reasonable time period, at best attain 0.8% of combined sales;
 - The recent record of mergers amongst major retailers demonstrates that actual amounts achieved rarely match the initial estimates. For example, commentators have noted that no improvement of the operating margin had been achieved 2 years following the Carrefour/Promodès merger, despite the expected synergies of 2.3% European sales that had initially been announced.
- **The execution risks are high**
 - An excessive concentration in Sao Paulo and Rio de Janeiro
 - Roland Berger estimates that in Sao Paulo and Rio de Janeiro, where the two companies directly compete, GPA and Carrefour Brazil have a combined market share of respectively 63% and 40%.
 - The two retail networks are direct competitors and accordingly complement each other poorly:
 - Thus, 40% of stores compete in the same customer catchment area. In regard to hypermarkets and cash & carry stores, the percentage reaches 71% in Sao Paulo and 43% in Rio de Janeiro
 - Significant divestitures will be unavoidable and have not been taken into account:

¹ Source = Roland Berger.

- GOAssociados, economic antitrust consultants, represented by Mr. Gesner Oliveira, former President of CADE, the Brazilian competition authority, advises that the “concentration created by this project would be excessive in numerous municipalities. Under these circumstances, it is unavoidable that the competition authorities will significantly restrict the scope of the new entity. In addition, the purchasing power represented by the new entity may lead to the imposition of additional limitations, with respect to which it is impossible to foresee the exact nature and effects on the activities of the new entity.”
 - GPA’s management risks are high:
 - GPA is currently managing the process of integrating Nova Casas Bahia, the core non-food products unit of the company, which, with sales of approximately 20 billion R\$, is a major project for the group’s expansion. In this context, adding a second managerial challenge today is premature. The merger between Carrefour and Promodes demonstrates the types of difficulties that major mergers in the food retailing sector can encounter.
 - **The financial terms of the transaction impose a massive and entirely unjustified dilution on GPA shareholders**
 - Gama’s offer is based on a senseless dilution of GPA’s current shareholders through the entry of BNDES and BTG Pactual for 2 billion Euros:
 - GPA’s financial structure is sound, with a ratio of net financial debt to EBITDA of 2011 effective as of March 2011 of .7x¹;
 - the sole purpose of the dilution is to increase the size of a minority stake in Carrefour, at a premium over the market price, an investment which presents significant risks for GPA and that GPA shareholders can directly undertake should they so wish.
 - The dilution would be undertaken at a significant and unjustified discount
 - the dilution would be undertaken at 64.7 R\$ per preferred share (PN), representing a significant discount from GPA’s intrinsic value (on average 82 R\$ according to analysts) and of the market value of the preferred shares, which is all the more surprising given that it is provided on an exclusive basis to new shareholders who bring neither relevant industry or strategic expertise;
 - this would dilute all of GPA’s current shareholders, without any possibility for current shareholders to benefit from a preferential subscription right.
 - GPA would lose control of its assets, with a depressed multiple and no premium:
 - the proposed parity for the GPA – Carrefour Brazil merger, which provides for a multiple inferior to 7.0x 2011 EBITDA², penalizes GPA, failing to take into account the superiority of GPA’s assets as compared to those of Carrefour.
 - **The transaction transforms GPA, an operating company, into a financial holding company of minority investments which is likely to trade at a significant discount**
 - GPA’s substance would be profoundly changed, because GPA will lose control of its assets and become a pure financial holding company. The stock will be unattractive given that:
 - GPA will control none of its assets, holding only 50% of its Brazilian assets and 11.7% of Carrefour;
 - GPA will no longer consolidate its assets from 2013 other than through the equity method;
 - The envisioned governance will harm GPA
 - The proposed governance structure, notably including a ceiling on voting rights of 15%, is contrary to modern governance principles;
 - There will be no strong shareholders capable of assisting management in major decisions;

¹ Based on the consensus for GPA (Source: Factset), and the net financial debt at March 31, 2011.

² Based on the consensus for GPA (Source: Factset), the net financial debt at March 31, 2011 GPA and a value of R \$ 66 per share

- Its shareholding base will be dispersed with different investment horizons for different kinds of shareholders.
- A significant holding company discount is foreseeable, which will destroy considerable value:
 - In light of its structure as an investment vehicle, the company will be subject to a significant holding company discount. Holding company discounts observed on the Brazilian market average 18%¹ consistent with levels observed elsewhere;
 - This trading discount will erase the effects of synergies and may even destroy value for GPA's shareholders.

Under these circumstances, the Board of Directors, after considering the reports referred to above, and hearing the summary of the report of Merrill Lynch (subsidiary of Bank of America) from the perspective of all of GPA's shareholders, unanimously observed, with the exception of Mr Abilio Diniz, that the financial transaction proposed is contrary to the interests of GPA, to all of GPA's shareholders and to Casino. It was also noted that the proposal is unsolicited, hostile and illegal.

During the board meeting Mr Abilio Diniz who took part in the discussions, reaffirmed his support for the transaction and elected not to participate in the vote.

The Board has accordingly instructed its Chairman to present as soon as possible the position of Casino to the Wilkes board of directors, and, more generally, to defend Casino's position, by all appropriate measures, in accordance with existing agreements and Brazilian regulations.

13 July 2011

Information from Casino

Casino Group acknowledges the withdrawal of the project by AbilioDiniz, BTG Pactual and Carrefour. Casino, GPA's largest shareholder, mindful of the Company's and all its stakeholders' interests, has been heard. Together with GPA's (Grupo Pao de Acucar) management, Casino will continue to pursue the Company's development and reaffirms its strategic commitment in Brazil.

¹ Source: Factset. Average observed from January 2010 for the listed Brazilian listed companies Itaùsa, Bradespar and Metalùrgica Gerdau

2011 Second-Quarter Sales And First-Half Results

- **Second-quarter 2011 sales up a very strong 18.8%**
 - **Faster organic growth, at 7.8% excluding petrol**, versus 4.7% in the first quarter
 - Very strong organic growth in international markets, with sales up 15.1%
 - Accelerated organic growth in France, with sales up 3.2%
- **Market share in France up 0.2 point**
- **First-half 2011: EBITDA up 7.1% and trading profit up 5.6%**
 - Excellent performances in International markets
 - Gradual improvement in profitability throughout the period in France
- **Underlying attributable profit: €178 million (-14.3%)**
- **Objective of asset disposals increased over €1 billion (vs. €700 million initially), of which €680 million already committed**
- **The Group confirms the objectives set at the beginning of the year for 2011**
- **It sets the objective to maintain its net debt/EBITDA ratio at a level below 2.2x at year-end**

The first-half 2011 consolidated financial statements approved by the Board of Directors on 27 July 2011 have been reviewed by the auditors.

KEY FIGURES

Continuing operations (in €m)	H1 2010	H1 2011	<i>% change as reported</i>	<i>% change on an organic basis⁽¹⁾</i>
Net sales	13,589	16,144	+18.8%	+7.1%
EBITDA	868	929	+7.1%	-5.2%
<i>EBITDA margin</i>	6.4%	5.8%	-63 bp	-73 bp
Trading profit	541	571	+5.6%	-9.6%
<i>Trading margin</i>	4.0%	3.5%	-44 bp	-62 bp
Profit attributable to equity holders of the parent	173	134	-22.9%	
Underlying profit attributable to equity holders of the parent	208	178	-14.3%	
Net debt (end-June)	5,368	6,783		

⁽¹⁾ Based on comparable scope of consolidation and constant exchange rates, and excluding the impact of asset disposals to OPCI property funds.

“The faster growth recorded in the second quarter, both in France and in international markets, illustrates the Group’s excellent sales dynamic. The relevance of our business model allows us to reaffirm our objectives, particularly our goal of delivering annual sales growth of more than 10% in each of the next three years while maintaining a solid financial structure.” said Jean-Charles Naouri, Chairman and Chief Executive Officer of Groupe Casino.

SECOND-QUARTER 2011 SALES

Consolidated net sales rose by 18.8% in the second quarter of 2011.

Organic sales growth excluding petrol came to 7.8% in Q2, a sharp acceleration over 4.7% in the first quarter.

Changes in scope of consolidation positively contributed to sales by 11.8%, primarily reflecting the consolidation of Casas Bahia (sale of electronics) within GPA and of Carrefour Thailand's operations by Big C. The currency effect was a negative 1.4%, while higher petrol prices had a 0.6% positive impact. Lastly, the calendar effect was favorable in France (1.7%) and in International markets (0.3%).

Consolidated net sales	Q2 2011 €m	% change QoQ		H1 2011 €m	% change HoH	
		Reported	Organic ⁽¹⁾		Reported	Organic ⁽¹⁾
Total continuing operations	8,293.8	+18.8%	+8.4%	16,143.7	+18.8%	+7.1%
France	4,687.7	+7.3%	+4.3%	9,102.2	+5.9%	+3.7%
International	3,606.2	+38.2%	+15.2%	7,041.5	+41.0%	+12.8%

⁽¹⁾ Based on comparable scope of consolidation and constant exchange rates.

FRANCE

Sales in France rose 7.3% in the second quarter, with market share up by 0.2 point since the beginning of the year.

Organic growth excluding petrol came to 3.2% versus 1.2% in the first quarter. This acceleration reflected very good all-store sales performances by Monoprix and Casino Supermarkets, higher sales at Géant led by an improvement in food sales, and faster growth at Cdiscount.

Same-store sales	Q2 2011		H1 2011	
	% change including petrol	% change excluding petrol	% change including petrol	% change excluding petrol
Franprix	-4.7%	-4.7%	-4.5%	-4.5%
Leader Price	+1.6%	+1.6%	+2.7%	+2.7%
Monoprix	+3.1%	+3.1%	+1.7%	+1.6%
HM Géant Casino	+3.6%	+1.0%	+2.6%	-0.8%
SM Casino	+1.8%	+0.6%	+1.8%	-0.6%

- **Franprix-Leader Price**

Franprix reported organic growth of 0.8% (all stores) thanks to the significant contribution of the expansion, which continued at a faster pace in the second quarter with 16 store openings. This brought the total number of new stores opened since the beginning of 2011 to 23. The banner also pursued its store renovation programme, with 31 additional stores upgraded in the first half of the year. **Franprix**'s same-store sales contracted by 4.7% year-on-year, due notably to Sunday afternoon closing.

Organic growth at **Leader Price** stood at 4.1% led by expansion: eight stores were opened during the quarter for a total of 14 since the beginning of the year. The new concept is being deployed in line with objectives, with 60 stores renovated during the first half. Same-store sales at **Leader Price** rose 1.6% in the second quarter, reflecting firm footfall. The banner is benefiting from the initiatives deployed to restore price index competitiveness (selective price cuts). Market share for the banner remained stable in the first half.

In all, **Franprix-Leader Price** sales rose by 2.5% during the second quarter on an organic basis. Reported sales growth was 14.1%, reflecting the consolidation of three master franchisees.

- **Monoprix**

Monoprix's reported sales were up a sharp 5%, driven by a very strong 3.1% same-store growth excluding petrol. Footfalls and the average basket both increased.

The same-store sales growth reflected a good performance in the food segment notably, driven by the success of the new "M" brand packaging. In line with annual objectives, one Citymarché, four Monop' stores and one Naturalia were opened during the second quarter.

- **Casino France**

Casino France's organic sales growth came to 3.1% excluding petrol.

Excluding petrol, **Géant Casino** sales rose by 1.8% and by 1.0% on a same-store basis. The average basket increased by 3.9%, while footfalls contracted by 2.8%.

Food sales were up 3.5% on a same-store basis, confirming the uptrend observed since the end of 2010. The banner is reaping the benefits of the improvement in its price positioning, which began in the second half of 2010 and was maintained in first-half 2011.

On the non-food side, sales trend showed improvement in the second quarter. The banner is pursuing a strategy based on (i) selectiveness: repositioning the offer on the most promising categories; (ii) lower capitalisation: reallocating space to more profitable activities; and (iii) multichannel: forging closer ties with Cdiscount.

Casino Supermarkets sales excluding petrol were up 3.4%, an acceleration over the 0.5% reported in the first quarter. Casino Supermarkets same-store sales were up 0.6% higher excluding petrol. The banner opened three new stores during the second quarter, for a total of five in the first half. The banner's market share increased by 0.1 point from the beginning of the year.

Superettes sales were stable. Optimisation of the store fleet continued, with 92 openings and 47 closures during the second quarter. Initiatives aimed at improving the banner's appeal were implemented in line with the plan: opening of two stores under the new "Casino Shopping" concept (of which one in Q2) and the deployment of product assortments tailored according to stores.

Sales revenue from **other businesses** (Cdiscount, Mercialis, Casino Restauration and Banque Casino) was up 10.1% on an organic basis, led by an excellent performance from Cdiscount in the second quarter. Sales via the e-commerce website grew at a faster pace in the second quarter, gaining 16.2% on an organic basis versus 12.2% in the first quarter. Excellent performances were reported in all categories, particularly in homeware and electronic equipment.

INTERNATIONAL

International sales rose by 38.2%, driven by higher organic growth of 15.2% during the second quarter (versus 10.5% in the first), as well as external growth operations (consolidation of Casas Bahia and Carrefour Thailand's operations), which contributed 26.8% to growth. The currency effect was a negative 3.8% over the period.

	Q2 2011			H1 2011		
	% change	% change	Same-store	% change	% change	Same-store
	Reported	Organic		Reported	Organic	
South America	+42.7%	+17.9%	+12.7%	+43.7%	+14.5%	+9.5%
Asia	+36.4%	+10.3%	+2.4%	+47.5%	+10.9%	+3.8%

■ South America

Organic sales growth came to 17.9% and same-store sales growth was 12.7%*, lifted by faster growth both in Brazil and Colombia.

In **Colombia**, reported sales were up a significant 21.0%*. Same-store sales grew strongly (up 14.8 %*), reflecting Exito's innovative marketing policy and the success of the Aniversario Exito promotional campaign. Exito also benefited from the ramp-up of expansion and from the positive impact of its store conversion programme, with 14 stores opened and 16 converted in the second quarter.

Reported sales in **Brazil** rose by +61.5%* boosted by the consolidation of Casas Bahia. GPA's same-store sales continued to grow strongly, climbing 11%*. In the food segment, same-store sales were up 9.3%. Same-store sales at Globex (electronics) ended the quarter 17.6% higher, lifted by the very strong dynamics in e-commerce (up 39.4%*).

Performances in **Argentina** and **Uruguay** were very satisfactory.

* Based on reported company data

■ Asia

Asia reported high organic growth of 10.3%.

In **Thailand**, sustained organic growth at Big C reflected the increased contribution of the expansion programme, with four hypermarkets opened in 2010, and the continuing development of new formats. Reported sales were very sharply up lifted by the consolidation of Carrefour Thailand. The integration process was a success, with all of the Carrefour stores converted to the Big C banner during the first half of the year.

Vietnam continued to enjoy very strong organic growth, at 52.2% thanks to very dynamic same-store performance and the increased contribution from expansion. The company has also launched a new convenience store concept called "New Cho", opening two stores under this banner in the first half.

■ Indian Ocean

Sales in the **Indian Ocean** rose by 2.5% on an organic basis and 2.4% on a same-store basis.

* Based on reported company data

FIRST-HALF 2011 RESULTS

- **Group sales** rose by a very strong 18.8% in the first half of 2011. Organic growth stood at 7.1% or 6.3% excluding petrol, up from the 3.9% excluding petrol reported in 2010, with accelerations both in France and in International operations.
- **Trading profit** rose by 5.6%, lifted by very strong growth in international operations.
- **Trading profit in France** came to €271 million, down 21.9% from first-half 2010. The decline was mainly due to the price cuts implemented last year and to the increase in purchasing costs in early 2011. Sales prices were gradually adjusted starting in the second quarter of 2011. This mainly concerned the Franprix-Leader Price, Géant and Monoprix banners whose price positioning improved compared to the prior-year period.
- **Trading profit in international operations** rose a sharp 54.6% to €301 million, led by sustained organic growth in South America and Asia. Casas Bahia and the successful integration of Carrefour stores in Thailand also contributed positively to trading profit. On an organic basis, trading profit in international operations climbed 14.9%.
- Other operating income and expense represented a net expense of €125 million. It included notably an exceptional tax charge of €72 million in Colombia relating to a new local property tax decided by local authorities.
- Finance costs increased to €214 million from €154 million in first-half 2010 due to changes in the scope of consolidation. Excluding these changes, finance costs remained stable.
- Reported profit attributable to equity holders of the parent amounted to €134 million and **underlying profit⁽¹⁾ attributable to equity holders of the parent** stood at €178 million, down 14.3%.
- At 30 June 2011, the Group had **net financial debt** of €6,783 million. It includes notably the external growth deal in Thailand and the increase in the Group's interest in GPA.
- The Group's debt profile improved noticeably, due mainly to a new €850 million bond issue carried out in first-half 2011, including a €300 million bond exchange, which extended the average maturity of bond debt from 3.4 to 4.6 years and optimized its average financing costs.
- The financial flexibility will improve in the second half of the year, thanks to the seasonality of operating free cash flow and the asset disposal and capital increases programme, which was increased to total more than €1 billion.

⁽¹⁾ Underlying profit corresponds to profit from continuing operations adjusted for the impact of other operating income and expense, non-recurring financial items and non-recurring income tax expense/benefits (see appendices).

OUTLOOK AND CONCLUSION

The Group's first-half performance confirms the efficiency of its business model, with:

- A growth profile strengthened by higher exposure to emerging markets, with leading brands perceived as "local" by consumers.
- A favourable business mix in France

The Group is confident in its ability to deliver annual sales growth above 10% in each of the next three years.

In the second half, the Group intends to accelerate its transformation, and therefore **confirms the objectives** set at the beginning of the year for 2011:

- Strengthen market share in France, by continuing to expand in the convenience and discount segments;
- Drive up margin at Franprix-Leader Price;
- Continue to deliver strong profitable organic growth in international markets.
- Objective of asset disposals increased to more than €1 billion (vs €700 million initially planned), of which €680 million already committed.

In addition, the Group set the objective of maintaining its **net debt/EBITDA ratio at a level below 2.2x** at end-2011.

FIRST-HALF 2011 RESULTS

(Financial statements reviewed by the auditors)

Continuing operations (in €m)	H1 2010	H1 2011	% change	Organic growth ⁽¹⁾
Net sales	13,589	16,144	+18.8%	+7.1%
- of which France	8,596	9,102	+5.9%	+3.7%
- of which International	4,993	7,041	+41.0%	+12.8%
EBITDA⁽²⁾	868	929	+7.1%	-5.2%
- of which France	554	479	-13.5%	-14.9%
- of which International	314	450	+43.5%	+11.8%
Trading profit	541	571	+5.6%	-9.6%
- of which France	347	271	-21.9%	-23.4%
- of which International	194	301	+54.6%	+14.9%
Other operating income and expense, net	(56)	(125)	<i>n.s.</i>	
Operating profit	485	446	-8.0%	
Finance costs, net	(154)	(214)		
Other financial income and expense, net	(15)	(9)		
Income tax expense	(105)	(52)		
Share of profits of associates	10	(4)		
Profit from continuing operations, attributable to equity holders of the parent	173	134	-22.9%	
Profit (loss) from discontinued operations attributable to equity holders of the parent	(7)	(1)		
Net profit attributable to equity holders of the parent	166	133	-19.9%	
Underlying profit attributable to equity holders of the parent⁽³⁾	208	178	-14.3%	

⁽¹⁾ Based on constant scope of consolidation and exchange rates, and excluding the impact of asset disposals to OPCI property funds.

⁽²⁾ Earnings before interest, taxes, depreciation and amortisation.

⁽³⁾ See appendix.

APPENDICES

Main changes in the scope of consolidation

- Consolidation of Casas Bahia by GPA, from 1 November 2010.
- Consolidation of Carrefour Thailand's operations by Big C, from 7 January 2011.
- Full consolidation of three Franprix-Leader Price master franchisees, from 1 February 2011.
- Increase in the Group's stake in GPA to 37.1% at 30 June 2011 versus 33.7% a year earlier.

Trading profit by segment

<i>Trading profit</i> <i>(In € million)</i>	H1 2010	<i>Margin</i>	H1 2011	<i>Margin</i>	<i>Change</i> <i>(organic)</i>
Casino France	163	2.9%	156	2.7%	-17 bp
Franprix-Leader Price	116	5.7%	58	2.6%	-339 bp
Monoprix	68	7.2%	57	5.8%	-141 bp
FRANCE	347	4.0%	271	3.0%	-105 bp

<i>Trading profit</i> <i>(In € million)</i>	H1 2010	<i>Margin</i>	H1 2011	<i>Margin</i>	<i>Change</i> <i>(organic)</i>
South America	132	3.7%	197	3.8%	0 bp
Asia	55	5.7%	96	6.7%	+36 bp
Other businesses	8	n/a	8	n/a	
INTERNATIONAL	194	3.9%	301	4.3%	+7 bp

Average exchange rates

	Q1 2010	Q1 2011	% Change	H1 2010	H1 2011	% Change
Argentina (ARS / EUR)	0.188	0.182	-3.1%	0.195	0.176	-9.5%
Uruguay (UYU / EUR)	0.037	0.037	+1.5%	0.038	0.037	-2.8%
Thailand (THB / EUR)	0.022	0.024	+9.1%	0.023	0.023	+1.7%
Vietnam (VND/EUR) (x1000)	0.040	0.037	-7.3%	0.041	0.035	-14.2%
Colombia (COP / EUR) (x1000)	0.370	0.390	+5.3%	0.386	0.388	+0.6%
Brazil (R\$ / EUR)	0.401	0.439	+9.5%	0.419	0.437	+4.4%

Underlying profit attributable to equity holders of the parent

Underlying profit corresponds to net profit from continuing operations adjusted for the impact of other operating income and expense (as defined in the “Significant Accounting Policies” section of the notes to the annual consolidated financial statements), non-recurring financial items and non-recurring income tax expense/benefits.

Non-recurring financial items include fair value adjustments to certain financial instruments whose market value may be highly volatile. For example, fair value adjustments to financial instruments that do not qualify for hedge accounting and embedded derivatives based on the Casino share price are excluded from underlying profit.

Non-recurring income tax expense/benefits correspond to tax effects related directly to the above adjustments and to direct non-recurring tax effects. In other words, the tax on underlying profit before tax is calculated at the standard average tax rate paid by the Group.

Underlying profit is a measure of the Group’s recurring profitability.

In € million	H1 2010	Adjustments	H1 2010 (underlying)	H1 2011	Adjustments	H1 2011 (underlying)
Trading profit	541	0	541	571	0	571
Other operating income and expense, net	-56	56	0	-125	125	0
Operating profit	485	56	541	446	125	571
Finance costs, net ⁽¹⁾	-154	0	-154	-214	0	-214
Other financial income and expense net ⁽²⁾	-15	11	-4	-9	11	2
Income tax expense ⁽³⁾	-105	-28	-133	-52	-50	-102
Share of profit of associates	10	0	10	-4	0	-4
Profit from continuing operations	222	39	261	166	86	252
Attributable to minority interests ⁽⁴⁾	48	5	54	32	42	74
Attributable to equity holders of the parent	173	34	208	134	44	178

⁽¹⁾ Other financial income and expense is stated before changes in the fair value of interest rate derivatives not qualifying for hedge accounting and changes in the fair value of share put and call options.

⁽²⁾ Income tax expense is stated before the tax effect of the above adjustments and non-recurring income tax expense/benefits (recognition of tax loss carryforwards, etc.).

⁽³⁾ Minority interests are stated before the above adjustments.

Consolidated net sales for second-quarter and first-half 2011

Organic growth excluding petrol	2010	Q1 2011	Q2 2011	H1 2011
Continuing operations	+3.9%	+4.7%	+7.8%	+6.3%
France	+0.6%	+1.2%	+3.2%	+2.2%
International	+10.5%	+10.5%	+15.1%	+12.9%

In € millions	Q2 2010	Q2 2011	% change	Organic growth excluding petrol	H1 2010	H1 2011	% change	Organic growth excluding petrol
Net sales, France	4,370.7	4,687.7	+7.3%	+3.2%	8,595.9	9,102.2	+5.9%	+2.2%
Franprix - Leader Price	1,038.1	1,184.6	+14.1%	+2.5%	2,015.0	2,258.9	+12.1%	+2.8%
Monoprix	469.6	493.5	+5.1%	+5.0%	939.6	976.7	+4.0%	+3.9%
Casino France	2,863.0	3,009.5	+5.1%	+3.1%	5,641.4	5,866.6	+4.0%	+1.7%
Géant Casino HM	1,301.8	1,361.1	+4.6%	+1.8%	2,548.8	2,637.4	+3.5%	+0.1%
Casino SM	861.7	907.8	+5.4%	+3.4%	1,660.4	1,742.6	+5.0%	+2.0%
Superettes	370.3	370.3	+0.0%	+0.0%	720.5	715.1	-0.8%	-0.8%
Other businesses	329.2	370.3	+12.5%	+10.1%	711.7	771.4	+8.4%	+8.4%

In € millions	Q2 2010	Q2 2011	% change In EUR	% change at constant exchange rates	H1 2010	H1 2011	% change in EUR	% change at constant exchange rates
FRANCE	4,370.7	4,687.7	+7.3%	+7.3%	8,595.9	9,102.2	+5.9%	+5.9%
<i>Of which:</i>								
Franprix – Leader Price	1,038.1	1,184.6	+14.1%	+14.1%	2,015.0	2,258.9	+12.1%	+12.1%
Monoprix	469.6	493.5	+5.1%	+5.1%	939.6	976.7	+4.0%	+4.0%
Casino France	2,863.0	3,009.5	+5.1%	+5.1%	5 641.4	5,866.6	+4.0%	+4.0%
Géant Casino HM	1,301.8	1,361.1	+4.6%	+4.6%	2 548.8	2,637.4	+3.5%	+3.5%
Casino SM	861.7	907.8	+5.4%	+5.4%	1 660.4	1,742.6	+5.0%	+5.0%
Superettes	370.3	370.3	+0.0%	+0.0%	720.5	715.1	-0.8%	-0.8%
Other businesses	329.2	370.3	+12.5%	+12.5%	711.7	771.4	+8.4%	+8.4%
INTERNATIONAL	2,609.3	3,606.2	+38.2%	+42.0%	4 993.0	7,041.5	+41.0%	+39.5%
<i>Of which :</i>								
South America	1,878.3	2,680.2	+42.7%	+45.7%	3 608.5	5,185.6	+43.7%	+41.4%
Asia	521.2	711.1	+36.4%	+44.3%	970.1	1,430.9	+47.5%	+48.6%
Other businesses	209.8	214.8	+2.4%	+2.4%	414.4	425.1	+2.6%	+2.4%
SALES FROM CONTINUING OPERATIONS	6,980.0	8,293.8	+18,8%	+20,2%	13,588.9	16,143.7	+18.8%	+18.3%

Store network

France	31 Dec. 10	31 March 11	30 June 11
Géant Casino hypermarkets	125	125	127
Of which <i>French affiliates</i>	6	6	8
<i>International Affiliates</i>	5	5	5
French Franchises	2	1	
+ Service stations	99	100	101
Casino supermarkets	405	407	409
Of which <i>French Franchise/Affiliates</i>	54	51	49
<i>International Franchise/Affiliates</i>	27	28	28
+ Service stations	160	162	165
Franprix supermarkets	870	867	875
<i>Of which Franchise outlets</i>	515	375	371
Monoprix supermarkets	494	494	497
<i>Of which Naturalia</i>	49	49	50
<i>Of which Franchise outlets/Affiliates</i>	131	133	131
Leader Price discount stores	585	591	598
<i>Of which Franchise outlets</i>	294	184	159
TOTAL supermarkets and discount stores	2,354	2,359	2,379
<i>Of which Franchise outlets/Store operated under business leases</i>	1,021	771	738
Petit Casino superettes	1,791	1,786	1,788
<i>Of which Franchises</i>	29	29	29
Casino Shopping superettes			1
Eco Services superettes	2	1	1
<i>Of which Franchises</i>	1		
Spar superettes	928	934	947
<i>Of which Franchises</i>	761	762	765

Vival superettes	1,767	1,783	1,806
<i>Of which Franchises</i>	1,766	1,782	1,805
Casitalia and C'Asia superettes	1	1	1
Other Franchise stores	1,260	1 206	1,213
<i>Corners, Relay, Shell, Elf, Carmag...</i>	1,260	1 206	1,213
Wholesale activity	926	922	921
TOTAL Convenience Stores	6,675	6,633	6,678
<i>Of which Franchises outlets/Stores</i>	4,744	4,702	4,734
Other Affiliate stores	20	20	22
<i>Of which French Affiliates</i>	17	17	17
<i>International Affiliates</i>	3	3	5
Other businesses	287	284	281
Cafeterias	287	284	281
TOTAL France	9,461	9,421	9,487
Hypermarkets (HM)	125	125	127
Supermarkets (SM)	1,769	1,768	1,781
Discount (DIS)	585	591	598
Superettes and other stores	6,695	6,653	6,700
Other	287	284	281

International	31 Dec. 10	31 March 11	30 June 11
ARGENTINA	23	23	24
Libertad hypermarkets	15	15	15
Other businesses	8	8	9
URUGUAY	53	53	53
Géant hypermarkets	1	1	1
Disco supermarkets	28	28	28
Devoto supermarkets	24	24	24
BRAZIL	1,647	1,592	1,604
Extra hypermarkets	110	114	115
Pão de Açucar supermarkets	149	151	151
Sendas supermarkets	17	13	12
Extra Perto supermarkets	101	118	129
CompreBem supermarkets	113	93	82
Assai discount stores	57	59	59
Extra Facil superettes	68	67	67
Eletro, Ponto Frio	1,032	977	989
<i>Of which Ponto Frio</i>	<i>506</i>	<i>453</i>	<i>456</i>
<i>Of which Casas Bahia</i>	<i>526</i>	<i>524</i>	<i>533</i>
THAILAND	116	168	178
Big C hypermarkets	70	105	105
Big C supermarkets	2	10	10
Mini Big C, Pure	44	53	63
VIETNAM	14	15	16
Big C hypermarkets	14	14	14
New Cho superettes		1	2

INDIAN OCEAN	50	50	51
Jumbo hypermarkets	11	11	11
Score/Jumbo supermarkets	21	21	21
Cash and Carry supermarkets	5	5	5
Spar supermarkets	7	7	8
Other	6	6	6
COLOMBIA	299	303	313
Exito hypermarkets	73	73	74
Pomona and Carulla supermarkets	112	115	124
Surtimax discount stores	54	57	59
Exito and Carulla Express supermarkets	22	31	40
Ley and others	38	27	16
TOTAL INTERNATIONAL	2,202	2,204	2,239
Hypermarkets (HM)	294	333	335
Supermarkets (SM)	579	585	594
Discount (DIS)	111	116	118
Superettes (SUP)	105	121	134
Other businesses	1,113	1,049	1,058

31 August 2011

Casino: success of a USD 900M medium-term financing

Casino has announced today the closing of a medium-term financing for an amount of USD 900M (approx. EUR630M) with a group of 9 international banks: JP Morgan (facility agent), Bank of America Merrill Lynch, Barclays, Citi, Credit Suisse, Deutsche Bank, Goldman Sachs, HSBC and RBS.

This operation, which enables the Group to strengthen its liquidity and access to competitive financial resources, shows the quality of Casino's signature.

5 September 2011

Exito Launches COP 2.5 Trillion (\$1.4 Billion) Offering of Common Shares

Exito announced today the launching of its offering of common shares, as stated on June 29th, following the formal approval received from Colombian regulatory authorities on 2 September.

The company intends to raise approximately COP 2.5 trillion (\$1.4 billion), based on a price per share of COP 21,900, representing an 8% discount to Exito's share price¹.

Proceeds from the issue will be used to finance the Exito's expansion plan in Colombia and in the region, including the acquisition of Casino's majority stakes in Disco and Devoto in Uruguay for a total value of US\$746 million.

Exito's current shareholders have a priority subscription right to the new shares, pro rata to their interest in the company. Common shares not acquired by current shareholders will be allocated to international investors and to the general public in Colombia. Casino, which owns 54.8% of Exito, intends to subscribe to the capital increase pro rata to its current ownership, thereby maintaining its controlling interest in the company.

The subscription period will run from 5 September to 23 September 2011.

¹ Based on the average price over the month preceding the Exito Board of Directors' decision setting the subscription price and adjusted for the portion of the 2010 dividend that will be paid in advance to current shareholders before the completion of the new share issue.

27 September 2011

Casino: success of a €600 million bond issue

Casino announces the successful issue of a €600 million 4.5-year bond.

This operation strengthens the liquidity of the Group and extends the maturity of its debt, with the purpose of refinancing the end-2011 and early-2012 debt instalments.

This new bond, which will pay a coupon of 4.47%, has been largely oversubscribed by a diversified investor base.

Casino is rated BBB- stable by Standard & Poor's and Fitch Ratings.

Bank of America Merrill Lynch, Crédit Agricole Corporate & Investment Banking, Deutsche Bank, HSBC, ING, Natixis and Société Générale were lead managers of this bond issue.

27 September 2011

Exito announces successful COP 2,500 billion (USD 1.4 billion) capital increase

Almacenes Éxito S.A. (“Éxito”), a Groupe Casino subsidiary, announced today the share allocation of its COP 2,500 billion (USD 1.4 billion) capital increase at a price of COP 21,900 per share. The offer was oversubscribed 2.6x* (excluding Casino’s pro-rata subscription) reflecting strong local and international demand for the shares in a challenging market environment.

Éxito will use proceeds from this capital increase to accelerate its expansion plan and consolidate its leadership position in Colombia. In addition, the proceeds will also be used to fund the acquisition of Casino’s majority stakes in leading Uruguayan retailers Disco and Devoto, with Éxito becoming the group’s integrated platform for growth in Hispanic Latin America.

Casino has subscribed its pro-rata participation in the capital increase, maintaining its stake in Éxito at 54.8%.

**and 1.7x including Casino’s announced subscription*

12 October 2011

**Very strong 21.2% growth in 2011 third-quarter sales
driven by operations in emerging markets,
which now account for 46% of Group sales**

Sustained organic growth of 6.3%

- Double-digit organic growth in **South America and Asia**
- **In France**, good performance by the **convenience formats and strong growth in e-commerce**

Consolidated net sales	Q3 2011 In € m	% change QoQ	
		Reported	Organic ⁽¹⁾
Total Continuing operations	8,705	21.2%	6.3%
France	4,737	4.3%	2.3%
International	3,968	50.1%	13.1%

⁽¹⁾ Based on comparable scope of consolidation and constant exchange rates.

Group consolidated net sales rose by a reported 21.2% in **the third quarter of 2011**.

Changes in the scope of consolidation added 16.6%, reflecting external growth in Brazil and Thailand and increased interest in GPA.

The currency effect had a negative 1.7% impact, primarily due to the depreciation of the Colombian, Thai and Brazilian currencies against the Euro. Higher petrol prices added 0.6% to growth, while the calendar effect was virtually neutral both in France (+0.1%) and in international operations (+ 0.4%).

Organic growth excluding petrol	H1 2011	Q3 2011
<u>Total Continuing operations</u>	<u>6.3%</u>	<u>5.7%</u>
France	2.2%	1.2%
International	12.9%	13.0%

Organic growth continued at a sustained pace of 5.7% (excluding petrol), in line with the first-half trend.

Sales growth (+4.3%) in France

In France, sales were up 4.3% in Q3 2011 on a reported basis and 2.3% on an organic basis of which 1.2% excluding petrol. Casino Group food market share was stable, and non-food sales (Géant + Cdiscount) were up +1.5%.

- All the convenience formats saw an increase in organic sales excluding petrol (Monoprix +2%, Casino Supermarkets +1%, Franprix +0.9%, stable superettes) in a sign of their attractiveness to shoppers.
- Leader Price's organic sales were up 3.7%, led by a 0.7% growth in same-store sales and a rising contribution from expansion.
- Géant continued to turn in a satisfactory performance in food (stable same-store sales), while market share held steady.
- Cdiscount's organic sales again surged by 15.4%, after rising 14% in the first half. The company is confirming its strong momentum which enables to strengthen its leadership in non-food e-commerce in France.
- The very good Cdiscount's performance enables the Group to grow cumulative non-food sales (Géant + Cdiscount) by 1.5%.

Strong organic growth (+13.1%) and buoyant operations in emerging markets

International operations continued to enjoy very high organic growth (13.1%), reflecting the powerful momentum of the Group's banners in its four key countries (Brazil, Colombia, Thailand and Vietnam).

- Organic growth in South America was a very robust 13.6%, lifted by a sustained increase in same-store sales and assertive expansion by GPA in Brazil and Exito in Colombia.
- An acceleration in sales growth was confirmed in Asia, with organic sales up 15.3% (versus +10.9% in H1) on the back of a very good same-store performance by Big C in Thailand and continued remarkable growth in Vietnam.

Overall, international sales rose 50.1%, partly as a result of changes in the scope of consolidation, and accounted for 46% of the consolidated total versus 37% in Q3 2010.

Outlook

The Group is confident in its ability to deliver annual sales growth over 10% in the next three years.

It therefore confirms its 2011 targets:

- Strengthen market share in France, in particular by continuing to expand in the convenience and discount formats.
- Drive-up margin at Franprix-Leader Price.
- Maintain strong and profitable organic growth in international markets.
- Conduct disposals and capital increase programme of more than €1 billion.
- Maintain a net debt-to-EBITDA ratio of less than 2.2x at year-end.

FRANCE

Sales in France rose 4.3% in Q3 2011. The scope effect coming from the consolidation of three Franprix-Leader Price franchisees is adding 2.0% and petrol sales another 1.1%.

Organic sales excluding petrol increased by 1.2%.

In € millions	Third Quarter			
	2010	2011	% change	Organic growth excluding petrol
Net Sales, France	4,540.3	4,737.0	4.3%	1.2%
Franprix-Leader Price	933.0	1,044.4	11.9%	1.7%
Monoprix	446.3	455.5	2.1%	2.0%
Casino France	3,161.0	3,237.1	2.4%	0.8%
Géant Casino HM	1,440.7	1,463.1	1.6%	-1.2%
Casino SM	943.4	970.9	2.9%	1.0%
Superettes	426.8	426.9	0.0%	0.0%
Cdiscount& other activities	350.1	376.2	7.4%	8.5%

Same-store sales	3rd Quarter 2011	
	% change	% change excluding petrol
Franprix	-3.0%	-3.0%
Leader Price	0.7%	0.7%
Monoprix	1.0%	0.9%
Géant Casino HM	+1.0%	-1.5%
Casino SM	-0.1%	-1.5%

Franprix-Leader Price

Reported Franprix-Leader Price sales increased by 11.9%, reflecting the consolidation of three franchisees and expansion.

Franprix's total organic sales were up +0.9%. Expansion continued on schedule, with 11 openings during the period for a total of 34 openings since the beginning of the year. Sunday afternoon closures continued to weigh on same-store sales, which were down 3.0%.

Total **Leader Price** organic sales, up 3.7%, benefited from a greater contribution from expansion, with 21 stores openings since 1st of January. Same-store sales rose 0.7%. Leader Price's market share has remained unchanged since the beginning of the year.

Monoprix

Monoprix recorded a 2.0% (excluding petrol) increase in total sales of which a +0.9% rise in same-store sales. The performance was very satisfactory in the food segment. Non-food sales were impacted by earlier clearance sales. Concerning textile sales in particular, warm weather in September had a negative impact on fall winter apparel sales. Monoprix is pursuing its expansion in new formats with the opening of 5 Monop in 3rd quarter.

Casino France

Géant

Total sales were up 1.6%, while same-store sales excluding petrol were down 1.5% due to lower non-food sales.

Performance in the *food* segment was satisfactory with stable same-store sales, which validated the banner's commercial strategy, notably concerning promotions and loyalty programmes. Géant's market share has remained stable since the beginning of the year.

Non-food sales were down 7.3%. In particular, September warm weather hurt apparel sales. Géant is continuing to deploy a strategy focused on selecting the most attractive categories of products, as well as multi-channel distribution (pick up of Cdiscount parcels weighing more than 30kg in Géant stores, distribution of Géant coupons on the Cdiscount site).

Cdiscount

Cdiscount continues to grow at a very fast pace, with organic sales up 15.4%. This performance reflects a successful combination of very competitive pricing policy and innovative sales initiatives. The leader in price image, Cdiscount is perceived as being 12% less expensive than the market (*source OC&C*). Home appliances and housewares continue to perform very well and the site is continuing to successfully develop new sections such as toys and jewellery.

Thanks to Cdiscount's very strong sales level, total cumulative non-food sales by Géant and Cdiscount rose 1.5%.

The Group has stepped up deployment of its multi-channel strategy by extending distribution of parcels weighing more than 30 kg to 168 pick-up sites and introducing pick-up of packages weighing less than 30 kg in Franprix stores (65 stores as of end-September) hence bringing the total number of pick-up sites for parcels of less than 30 kg to 1,665.

The advertising sales platform and recently opened marketplace also offer Cdiscount new levers for growth.

Total sales from the **other businesses** (Cdiscount, Mercialis, Casino Cafeteria and Banque Casino) were up 8.5% on an organic basis.

Casino Supermarkets

Total sales excluding petrol increased by 1.0%, while same-store sales declined by 1.5%.

6 stores were open since the beginning of the year. Market share was stable over the period and since the 1st of January.

Superettes

The Superettes recorded stable sales. Implementation of initiatives to increase the banner's appeal is continuing. 3 stores under the new "Casino shopping" concept had been opened as of end of September and a differentiated selection by outlet had been deployed across all the store base.

INTERNATIONAL

International sales increased by 50.1% in the third quarter.

Changes in the scope of consolidation added 41.6%, while the currency effect had a negative impact of -4.7%.

Organic growth remained very high in both South America and Asia, for a 13.1% gain overall.

Q3 2011 sales	Reported growth	Organic growth	Same-store growth
South America	56.5%	13.6%	10.8%
Asia	44.1%	15.3%	5.8%

Operations in **South America** recorded organic sales growth of 13.6% thanks to sustained same-store growth and expansion in Brazil as well as in Colombia.

- Same-store sales in **Brazil** were up 10.6%*.

In the *food* segment, GPA Food sales rose +8.9%*, lifted in particular by a very good performance from Assai and the supermarkets as well as the success in conversion of Sendas and Comprebem stores in Extra and Pão de Açúcar, which has been finalized.

In the *non-food* segment, Globex's same-store sales (including from now on Casas Bahia from 1st July 2010) were up +12.5%*. E-commerce activities continue to record a very high growth level.

Expansion continued, with six new stores opened during the quarter. Total sales increased by +55.9%* taking into account Casas Bahia sales.

- Organic growth in **Colombia** was again very strong, driven by sustained growth in same-store sales that reflects the effective sales strategy deployed by Exito. The store conversion programme is almost completed and expansion has been stepped up with the opening of six Exito Express stores, one supermarket and six Surtimax during the third quarter.

Exito's capital increase, which was oversubscribed 2.6 times excluding Casino's stake, was also a great success. Exito will now be able to accelerate its expansion plan on the Colombian market and finance the acquisition of Casino's majority interest in Disco and Devoto, making Exito the Group's development platform in Spanish-speaking Latin America.

In Asia, organic sales growth accelerated to 15.3% from 10.9% in the first half.

- **In Thailand, Big C** posted accelerated organic growth, reflecting a very satisfactory same-store performance and a higher contribution from newly opened stores. One hypermarket and one Big C Market were opened in the third quarter. Development of new formats moved forward at a faster pace, with 18 new Mini Big Cs and 7 Pure. Two new hypermarkets and two Big C Markets are slated to open in the fourth quarter.

Carrefour Thailand's operations have been successfully integrated. The "One Company" target was met as of the end of June.

- Operations in **Vietnam** enjoyed another quarter of very strong organic growth, led by brisk same-store sales and a significant contribution from expansion. Two New Cho convenience stores were opened during the period. Expansion will accelerate in the fourth quarter with the opening of five hypermarkets, for a total of 19 hypermarkets and 18 shopping malls by the end of the year.

Operations in the **Indian Ocean** performed satisfactorily, with sales up 3.6% on an organic basis of which +2.8% on a same-store basis.

* GPA and Globex reported data.

Main changes in the scope of consolidation

- Consolidation of Casas Bahia by GPA, from 1 November 2010.
- Consolidation of Carrefour Thailand's operations by Big C, from 7 January 2011.
- Full consolidation of three Franprix-Leader Price franchisees, from 1 February 2011.
- Deconsolidation of one Franprix-Leader Price franchisee, from 1st of September 2011.
- Increased economic interest in GPA to 43.1% as of 30 September 2011 (vs 33.7% as of 30 September 2010).

	Third Quarter		% change	
	2010 €m	2011 €m	in Euros	At constant exchange rate
FRANCE	4,540.3	4,737.0	4.3%	4.3%
<i>Of which:</i>				
Franprix – Leader Price	933.0	1,044.4	11.9%	11.9%
Monoprix	446.3	455.5	2.1%	2.1%
Casino France	3,161.0	3,237.1	2.4%	2.4%
Géant Casino HM	1,440.7	1,463.1	1.6%	1.6%
Casino SM	943.4	970.9	2.9%	2.9%
Superettes	426.8	426.9	0.0%	0.0%
Other businesses	350.1	376.2	7,4%	7,4%
INTERNATIONAL	2,644.4	3,968.0	50.1%	54.7%
<i>Of which:</i>				
South America	1,944,6	3,044.0	56.5%	61.1%
Asia	491,6	708.6	44.1%	51.2%
Other businesses	208,2	215.4	3.5%	3.6%
SALES FROM CONTINUING OPERATIONS	7,184,7	8,705.0	21.2%	22.9%

Average exchange rates	H1 2010	H1 2011	Var.%	9 months 10	9 months 11	Var.%
Argentina (ARS/EUR)	0.195	0.176	-9.5%	0.195	0.174	-10.9%
Uruguay (UYP/EUR)	0.038	0.037	-2.8%	0.038	0.037	-1.6%
Thailand (THB/EUR)	0.023	0.023	+1.7%	0.024	0.023	-0.3%
Vietnam (VND/EUR) (x 1000)	0.041	0.035	-14.2%	0.041	0.035	-15.1%
Colombia (COP/EUR) (x 1000)	0.386	0.388	+0.6%	0.397	0.390	-1.8%
Brazil (BRL/EUR)	0.419	0.437	+4.4%	0.427	0.436	+2.2%

APPENDICES

Store network

France	31 Dec 10	30 June 11	30 Sept 11
Géant Casino hypermarkets	125	127	127
<i>Of which French Affiliates</i>	6	8	8
<i>International Affiliates</i>	5	5	5
<i>French Franchises</i>	2		
+ service stations	99	101	101
Casino supermarkets	405	409	414
<i>Of which French Franchise/Affiliates</i>	54	49	49
<i>International Affiliates/Franchises</i>	27	28	32
+ service stations	160	165	166
Franprix supermarkets	870	875	882
<i>Of which Franchise outlets</i>	515	371	373
Monoprix supermarkets	494	497	497
<i>Of which Naturalia</i>	49	50	50
<i>Of which Franchise outlets/Affiliates</i>	131	131	127
Leader Price discount stores	585	598	602
<i>Of which Franchise outlets</i>	294	159	247
Total supermarkets & discount stores	2,354	2,379	2,395
<i>Of which Franchise outlets/Store</i>	1,021	738	828
Petit Casino superettes	1,791	1,788	1,774
<i>Of which Franchises</i>	29	29	29
Casino Shopping superettes		1	3
Eco Services superettes	2	1	1
<i>Of which Franchises</i>	1		
SUP Spar	928	947	956
<i>Of which Franchises</i>	761	765	770
SUP Vival	1,767	1,806	1,810
<i>Of which Franchises</i>	1,766	1,805	1,809
SUP Casitalia et C* Asia	1	1	1
MAG Franchisés	1,260	1,213	1,209
<i>Corners, Relay, Shell, Elf, Carmag...</i>	1,260	1,213	1,209
MAG Négoce	926	921	920
TOTAL Convenience Stores	6,675	6,678	6,674
<i>Of which Franchises outlets/Stores</i>	4,744	4,734	4,738
Other Affiliate stores	20	22	25
<i>Of which French Affiliates</i>	17	17	18
<i>International Affiliates</i>	3	5	7
Other businesses	287	281	285
Cafeteria	287	281	285
TOTAL France	9,461	9,487	9,506
Hypermarkets	125	127	127
Supermarkets	1,769	1,781	1,793
Discount	585	598	602
Superettes and other stores	6,695	6,700	6,699
Other	287	281	285

INTERNATIONAL	31 Dec 10	30 June 11	30 Sept 11
ARGENTINA	23	24	24
Libertad hypermarkets	15	15	15
Other businesses	8	9	9
URUGUAY	53	53	53
Geant hypermarkets	1	1	1
Disco supermarkets	28	28	28
Devoto supermarkets	24	24	24
BRAZIL	1,647	1,604	1,607
Extra hypermarkets	110	115	130
Pão de Açucar supermarkets	149	151	157
Sendas supermarkets	17	12	0
Extra Perto supermarkets	101	129	203
CompreBem supermarkets	113	82	0
Assai discount stores	57	59	59
Extra Facilsuperettes	68	67	67
Eletro, Ponto Frio	1,032	989	991
<i>Of which Ponto Frio</i>	<i>506</i>	<i>456</i>	<i>454</i>
<i>Of which Casas Bahia</i>	<i>526</i>	<i>533</i>	<i>537</i>
THAILAND	116	178	204
Big C hypermarkets	70	105	106
Big C supermarkets	2	10	11
Mini Big Csuperettes	15	25	42
Pure	29	38	45
VIETNAM	14	16	18
Big C hypermarkets	14	14	14
New Cho superettes		2	4
INDIAN OCEAN	50	51	53
Jumbo hypermarkets	11	11	11
Score/Jumbo supermarkets	21	21	22
Cash and Carry supermarkets	5	5	5
Spar supermarkets	7	8	8
Other	6	6	7
COLOMBIA	299	313	326
Éxito hypermarkets	73	74	76
Pomona, Carulla & Éxito supermarkets	112	124	128
Surtimax discount stores	54	59	65
Éxito Express & Carulla Express superettes	22	40	46
Ley and others	38	16	11
TOTAL INTERNATIONAL	2,202	2,239	2,285
Hypermarkets	294	335	353
Supermarkets	579	594	586
Discount	111	118	124
Superettes	105	134	159
Other businesses	1,113	1,058	1,063

20 October 2011

**Announcement by Big C Thailand of a capital increase's project
for up to THB 25 billion (c. EUR 595 million)**

Big C Thailand, a Casino affiliate, announced today that its Board of Directors has unanimously approved a rights offering of the ordinary shares of Big C for up to THB 25 billion (c. EUR 595 million). Casino, the main shareholder of Big C, intends to subscribe to the capital increase pro rata to its current ownership.

Proceeds from the capital increase will be used by Big C in priority to repay existing debt incurred for the acquisition of Carrefour's operations in Thailand. The transaction will also provide the company with greater financial flexibility, hence enabling it to implement the next step of its growth strategy.

This plan, which notably aims at further strengthening its co-leadership position in the Thai retail sector, includes the expansion of its store network across different formats nationwide, the acceleration of Big C 's dual retail and commercial property model as well as potential acquisition opportunities on a selective basis in Thailand and in the region.

The rights offering is subject to the approval of Big C's shareholders at the extraordinary general meeting of Big C, which is scheduled for 17 November 2011.

Big C rights offering subscription period is expected to take place during December 2011.

17 November 2011

Big C Thailand announces the temporary postponement of the capital increase plan due to the exceptional flooding situation in Thailand

Big C Thailand, a subsidiary of Casino Group announced today the decision of its board of directors to postpone the Extraordinary General Meeting convened to approve the capital increase plan announced on October 20th. This temporary decision is the result of the exceptional flooding situation in Thailand.

The capital increase plan will be subject to the shareholders vote at the earliest practicable date before the end of the year, when the flooding situation will allow it.

TAXATION

EU TAXATION

The following is a summary limited to certain tax considerations applicable under the laws of the European Union relating to the Notes that may be issued under the Programme. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in or ownership and disposition of the Notes.

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

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

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

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

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

On 13 November 2008 the European Commission published a detailed proposal for amendments to the Savings Directive, which included a number of suggested changes. The European Parliament approved an amended version of this proposal on 24 April 2009. If any of these proposed changes are made in relation to the Savings Directive they may amend or broaden the scope of the requirements described above.

LUXEMBOURG - TAXATION

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

Withholding tax

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

individual Noteholders, and to certain residual entities (as described below) upon repayment of principal in case of reimbursement, redemption, repurchase or exchange of the Notes.

Individuals

Luxembourg non-residents

Under the Luxembourg laws dated 21 June 2005 implementing the Directive and several agreements concluded between Luxembourg and certain dependent or associated territories of the European Union (“EU”), a Luxembourg based paying agent (within the meaning of the Directive) is required since 1 July 2005 to withhold tax on interest and other similar income paid by it to (or under certain circumstances, to the benefit of) an individual resident in another Member State or in certain EU dependent or associated territories, unless the beneficiary of the interest payments elects for an exchange of information or for the tax certificate procedure. The same regime applies to payments of interest and other similar income made to certain so-called “residual entities” within the meaning of Article 4.2 of the Directive (i.e. an entity established in a Member State or in certain EU dependent or associated territories without legal personality (the Finnish and Swedish companies listed in Article 4.5 of the Directive are not considered as legal persons for this purpose), whose profits are not taxed under the general arrangements for the business taxation and that is not a UCITS recognised in accordance with Council Directive 85/611/EEC or a similar collective investment fund located in Jersey, Guernsey, the Isle of Man, the Turks and Caicos Islands, the Cayman Islands, Montserrat or the British Virgin Islands and that has not opted to be treated as a UCITS recognised in accordance with the Council Directive 85/611/EEC).

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

Luxembourg residents

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

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

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

The 10 per cent. withholding tax or the 10 per cent. self-declared tax represents the final tax liability for the Luxembourg individual resident taxpayers receiving the interest payment in the course of their private wealth.

Corporations

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

FRANCE – TAXATION

The following is a summary limited to certain tax considerations in France relating to the Notes that may be issued under the Programme. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in or ownership and disposition of the Notes.

The Directive was implemented into French law under Article 242 *ter* of the French *Code Général des Impôts*, which imposes on paying agents based in France an obligation to report to the French tax authorities certain information with respect to interest payments made to beneficial owners domiciled in another Member State, including, among other things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner.

Notes issued as from 1 March 2010

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

Furthermore, interest and other revenues on such Notes will no longer be deductible from the Issuer's taxable income if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid in such a Non-Cooperative State. Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 of the French *Code Général des Impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 *bis* of the French *Code Général des Impôts*, at a rate of 25% or 50%.

Notwithstanding the foregoing, the Law provides that neither the 50% withholding tax nor the non-deductibility will apply in respect of a particular issue of Notes if the Issuer can prove that the principal purpose and effect of such issue of Notes were not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the “**Exception**”). Pursuant to the ruling (*rescrit*) 2010/11 (FP and FE) of the *Direction générale des finances publiques* dated 22 February 2010, an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French *Code monétaire et financier* or pursuant to an equivalent offer in a State other than a Non-cooperative State. For this purpose, an “equivalent offer” means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or
- (ii) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or

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

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

Payments of interest and other revenues with respect to Notes issued after 1 March 2010 and which are assimilated (*assimilées*) and form a single series with Notes issued before 1 March 2010 (and having the benefit of Article 131 quater of the French *Code Général des Impôts*), will continue to be exempt from the withholding tax set out under Article 125 A III of the French *Code Général des Impôts*.

Notes issued before 1 March 2010, whether denominated in Euro or in any other currency, and constituting *obligations* under French law, or *titres de créances négociables* within the meaning of rulings (*rescrits*) 2007/59 (FP) and 2009/23 (FP) of the *Direction générale des impôts* dated 8 January 2008 and 7 April 2009, respectively, or other debt securities issued under French or foreign law and considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France for the purpose of Article 131 quater of the French *Code Général des Impôts*, in accordance with Circular 5 I-11-98 of the *Direction générale des impôts* dated 30 September 1998 and the aforementioned rulings (*rescrits*) 2007/59 (FP) and 2009/23 (FP).

In addition, interest and other revenues paid by the Issuer on Notes issued after 1 March 2010 and which are to be assimilated (*assimilées*) and form a single series with Notes issued before 1 March 2010 will not be subject to the withholding tax set out in Article 119 bis of the French *Code Général des Impôts* solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State. See “*Terms and Conditions of the Notes – Taxation*”.

SUBSCRIPTION AND SALE

Summary of the Amended and Restated Dealer Agreement

Subject to the terms and on the conditions contained in an amended and restated dealer agreement dated 17 November 2011 (the “**Amended and Restated Dealer Agreement**”) between the Issuer, the Permanent Dealers and the Arranger, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Amended and Restated Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

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

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

Selling Restrictions

Public Offer Selling Restrictions under the Prospectus Directive

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

- (i) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “**Non-exempt Offer**”), following the date of publication of a prospectus in relation to those Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (iii) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (iv) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

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

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression Prospectus Directive means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in each Relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EU.

France

Each of the Dealers has represented and agreed that:

(i) Offer to the public in France

it has only made and will only make an offer of Notes to the public in France in the period beginning on the date of notification to the *Autorité des marchés financiers* of the approval of the prospectus relating to those Notes by the competent authority of another Member State of the European Economic Area, other than the AMF, which has implemented the Prospectus Directive, all in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF, and ending at the latest on the date which is 12 months after the date of the approval of the Base Prospectus; or

(ii) Private Placement in France

it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) persons providing investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*), as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French *Code monétaire et financier*.

If necessary the French selling restrictions will be amended or supplemented in the relevant Final Terms.

United States

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

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

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

or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

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

United Kingdom

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

- (i) in relation to Notes which have a maturity of one year or more, it has not offered or sold and, prior to the expiry of a period of six months from the issue date of such Notes, will not offer or sell any such Notes to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995;
- (ii) in relation to any Notes which have a maturity of less than one year from the date of issue, (a) it is a person whose ordinary activities involve it in acquiring, holding managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose investments (as principal or agent) for the purposes of their business where the issue of the Notes would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the “**FSMA**”) by the Issuer;
- (iii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21 (1) of the FSMA does not apply to the Issuer; and
- (iv) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended) (the “**Financial Instruments and Exchange Act**”). Accordingly, each of the Dealers has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, a resident of Japan (as defined under Item 5, Paragraph I, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Act and other relevant laws, ministerial guidelines and regulations of Japan.

General

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

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

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

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

FORM OF FINAL TERMS 1
FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF NOTES WITH A
DENOMINATION OF LESS THAN [€50,000/€100,000] TO BE LISTED AND ADMITTED TO
TRADING ON A REGULATED MARKET OR REGULATED MARKETS IN THE EUROPEAN
ECONOMIC AREA

Final Terms dated [•]

[Logo, if document is printed]

Casino Guichard-Perrachon

Euro 8,000,000,000
Euro Medium Term Note Programme
for the issue of Notes
Due from one month from the date of original issue

SERIES NO: [•]

TRANCHE NO: [•]

[Brief description and Amount of Notes]

Issued by: Casino Guichard-Perrachon (the “Issuer”)

[Name(s) of Dealer(s)]

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

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

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

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the

Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances] [Include this legend where an exempt offer of Notes is anticipated].

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [●]] which [together] constitute[s] a prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”) as amended (which includes the amendments made by Directive 2010/73/EU (the “**2010 PD Amending Prospectus Directive**”) to the extent that such amendments have been implemented in a Member State of the European Economic Area). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus [and the supplement to the Base Prospectus] [is] [are] available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the websites of (a) the Luxembourg Stock Exchange (www.bourse.lu) and (b) the Issuer (www.groupe-casino.fr) and copies may be obtained from Casino Guichard-Perrachon, 1, Esplanade de France, 42000 Saint-Etienne, France. [In addition¹, the Base Prospectus [and the supplement to the Base Prospectus] [is] [are] available for viewing [at/on] [●]].

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

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the [Base Prospectus/Offering Circular] dated [original date] [and the supplement to the Base Prospectus dated [●]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”) as amended (which includes the amendments made by Directive 2010/73/EU (the “**2010 PD Amending Prospectus Directive**”) to the extent that such amendments have been implemented in a Member State of the European Economic Area) and must be read in conjunction with the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [●]], which [together] constitute[s] a prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the [Base Prospectus/Offering Circular] dated [original date] [and the supplement to the Base Prospectus/Offering Circular] dated [●]] and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the [Base Prospectus/Offering Circular] dated [original date] and the Base Prospectus dated [●] [and the supplement to the Base Prospectus dated [●]]. The [Base Prospectus/Offering Circular] [and the supplement to the Base Prospectus] [are] available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the websites of (a) the Luxembourg Stock Exchange (www.bourse.lu) and (b) the Issuer (www.groupe-casino.fr) and copies may be obtained from Casino Guichard-Perrachon, 1, Esplanade de France, 42000 Saint-Etienne, France. [In addition², the Base Prospectus [and the supplement to the Base Prospectus] [is] [are] available for viewing [at/on] [●]].

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

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

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

² if the Notes are admitted to trading on a regulated market other than the Luxembourg Stock Exchange.

1. Issuer: Casino Guichard-Perrachon
2. (i) Series Number: [•]
(ii) [Tranche Number: [•]
(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).]
3. Specified Currency or Currencies: [•]
4. Aggregate Nominal Amount:
(i) Series: [•]
(ii) Tranche: [•]
5. Issue Price: [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] *(in the case of fungible issues only, if applicable)*]
6. Specified Denomination(s): [•]¹ *(one denomination only for Dematerialised Notes)*
7. (i) Issue Date: [•]
(ii) Interest Commencement Date: *[Specify/Issue Date/Not Applicable]*
8. Maturity Date: *[specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]*
9. Interest Basis: [• per cent. Fixed Rate]
[[specify reference rate] +/- [•] per cent. Floating Rate]
[Zero Coupon]
[Index Linked Interest]
[Other (specify)]
(further particulars specified below)
10. Redemption/Payment Basis²: [Redemption at par]
[Index Linked Redemption]
[Dual Currency]
[Partly Paid]
[Instalment]
[Other (specify)]
11. Change of Interest or Redemption/Payment Basis: *[Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis]*

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

² If the Final Redemption Amount is not 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma final terms has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

12. Put/Call Options: [Investor Put]
 [Issuer Call]
 [Make-Whole Redemption]
 [Change of Control Put]
 [(further particulars specified below)]
13. (i) Status of the Notes: [[Dated/Undated]Subordinated/Deeply Subordinated/Unsubordinated Notes]
 (ii) Dates of the corporate authorisations for issuance of Notes obtained: [decision of the *Conseil d'administration* of the Issuer dated [•] [and [•] [function] dated [•]]¹/[decision of [•] [function] dated [•]]²
14. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

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

¹ Relevant for issues of Notes constituting *obligations* under French law

² Only relevant for issues of Notes not constituting *obligations* under French law

- (vi) Business Centre(s) (Condition 5(a)): [•]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/other (*give details*)]
- (viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [•]
- (ix) Screen Rate Determination (Condition 5(c)(iii)(B)):
 - Reference Rate: [•]
 - Interest Determination Date: [[•] *[TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]*]
- (x) ISDA Determination (Condition 5(c)(iii)(A)):
 - Floating Rate Option: [•]
 - Designated Maturity: [•]
 - Reset Date: [•]
 - ISDA Definitions (if different from those set out in the Conditions): [•]
- (xi) Margin(s): [+/-][•] per cent. per annum
- (xii) Minimum Rate of Interest: [•] per cent. per annum
- (xiii) Maximum Rate of Interest: [•] per cent. per annum
- (xiv) Day Count Fraction: [•]
- (xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [•]

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

- (i) Amortisation Yield (Condition 6(e)(i)): [•] per cent. per annum
- (ii) Day Count Fraction (Condition 5(a)): [•]

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

18. Index-Linked Interest Note/other variable-linked interest Note Provisions¹: [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

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

(ii) Calculation Agent responsible for calculating the interest due: [•]

(iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable: [•]

(iv) Interest Determination Date(s): [•]

(v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: *(Need to include a description of market disruption or settlement disruption events and adjustment provisions)* [•]

(vi) Interest Period(s): [•]

(vii) Specified Interest Payment Dates: [•]

(viii) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other *(give details)*]

(ix) Business Centre(s) (Condition 5(a)): [•]

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

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

(xii) Day Count Fraction (Condition 5(a)): [•]

¹ If the Final Redemption Amount is not 100 per cent. of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

- 19. Dual Currency Note Provisions¹** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]
 - (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [•]
 - (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [Need to include a description of market disruption or settlement disruption events and adjustment provisions.]
 - (iv) Person at whose option Specified Currency(ies) is/are payable: [•]
 - (v) Day Count Fraction (Condition 6(a)): [•]

PROVISIONS RELATING TO REDEMPTION

- 20. Call Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [•]
 - (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [•] per Note of [•] Specified Denomination
 - (iii) If redeemable in part:
 - (a) Minimum Redemption Amount to be redeemed: [•]
 - (b) Maximum Redemption Amount to be redeemed: [•]
 - (iv) Notice period²: [•]

- 21. Make-Whole Redemption** [Applicable/Not Applicable]
 (Condition 6(c)(ii))
- (i) Notice period³: [•]
 - (ii) Parties to be notified (if other): [[•]/Not Applicable]

¹ If the Final Redemption Amount is not 100 per cent. of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

² If setting notice periods which are different to those provided in the conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems, as well as any other notice requirements which may apply, for example, as between the Issuer and its Fiscal Agent.

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

than set out in Condition
6(c)(ii):

(iii) Make Whole Redemption Margin: [•]

(iv) Make Whole Redemption Rate: [•]

22. Put Option [Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Optional Redemption Date(s): [•]

(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [•] per Note of [•] Specified Denomination

(iii) Notice period¹: [•]

(iv) Repurchase Event: [Applicable/Not Applicable]

(v) Repurchase Redemption Amount: [•]

23. Change of Control Put Option [Applicable/Not Applicable]

24. Final Redemption Amount of each Note² [[•] per Note of [•] Specified Denomination /other/see Appendix]

In cases where the Final Redemption Amount is Index-Linked or other variable-linked:

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

(ii) Calculation Agent responsible for calculating the Final Redemption Amount: [•]

(iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable: [•]

(iv) Determination Date(s): [•]

¹ If setting notice periods which are different to those provided in the conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems, as well as any other notice requirements which may apply, for example, as between the Issuer and its Fiscal Agent.

² If the Final Redemption Amount is not 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

- (v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [•]
- (vi) Payment Date: [•]
- (vii) Minimum Final Redemption Amount to be redeemed: [•] per Specified Denomination
- (viii) Maximum Final Redemption Amount to be redeemed: [•] per Specified Denomination

25. Early Redemption Amount

- (i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons (Condition 6(f)), for illegality (Condition 6(g)) or on event of default (Condition 9) or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): [•]
- (ii) Redemption for taxation reasons permitted on days others than Interest Payment Dates (Condition 6(f)): [Yes/No]
- (iii) Unmatured Coupons to become void upon early redemption (Materialised Bearer Notes only) (Condition 7(f)): [Yes/No/Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

26. Form of Notes: [Dematerialised Notes/Materialised Notes] (*Materialised Notes are only in bearer form*) [*Delete as appropriate*]
- (i) Form of Dematerialised Notes: [Not Applicable/Bearer dematerialised form (*au porteur*)/Registered dematerialised form (*au nominatif*)]
 - (ii) Registration Agent: [Not Applicable/if Applicable give name and details] (*Note that a Registration Agent must be appointed in relation to Registered Dematerialised Notes only*)

- (iii) Temporary Global Certificate: [Not Applicable/if Applicable: Temporary Global Certificate exchangeable for Definitive Materialised Bearer Notes on [•] (the “Exchange Date”), being 40 days after the Issue Date subject to postponement as provided in the Temporary Global Certificate]
- (iv) Applicable TEFRA exemption: [C Rules/D Rules]
(Only applicable to Materialised Notes)
[Not Applicable/Give details].
27. Financial Centre(s) or other special provisions relating to Payment Dates: [Not Applicable/give details].
28. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No/Not Applicable. *If yes, give details*] *(Only applicable to the Materialised Notes)*.
29. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit Notes and interest due on late payment: [Not Applicable/give details]
30. Details relating to Instalment Notes: [Not Applicable/give details]
- (i) Instalment Amount(s): [•]
- (ii) Instalment Date(s): [•]
- (iii) Minimum Instalment Amount: [•]
- (iv) Maximum Instalment Amount: [•]
31. Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition 1(d)] [annexed to these Final Terms] apply]
32. Consolidation provisions: [Not Applicable/The provisions [in Condition 14(b)] [annexed to these Final Terms] apply]
33. Masse: [Applicable/Not Applicable/Condition 11 replaced by the full provisions of French *Code de commerce* relating to the Masse] *(Note that: (i) in respect of any Tranche of Notes issued outside France, Condition 11 may be waived, amended or supplemented, and (ii) in respect of any Tranche of Notes issued inside France, Condition 11 must be waived in its entirety and replaced by the provisions of French Code de commerce relating to the Masse. If Condition 11 (as it may be amended or supplemented) applies or if the full provisions of French Code de commerce apply, insert details of Representative and Alternative Representative and remuneration, if any).*

34. Other final terms: [Not Applicable/give details]
(When adding any other final terms consideration should be given as to whether such terms constitute a "significant new factor" and consequently triggers the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)

DISTRIBUTION

35. (i) If syndicated, names and addresses of Managers and underwriting commitments: [Not Applicable/give names, addresses and underwriting commitments]
(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)

(ii) Date of Subscription Agreement: [•]

(iii) Stabilising Manager(s) (if any): [Not Applicable/give name]

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

37. Total commission and concession: [•] per cent. of the Aggregate Nominal Amount

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

[39. Non-exempt Offer: [[Not Applicable] [An offer of the Notes may be made by the Managers [and [specify, if applicable]] other than pursuant to Article 3(2) of the Prospectus Directive in [specify relevant Member State(s) - which must be jurisdictions where the Prospectus and any supplements have been passported] (“Public Offer Jurisdictions”) during the period from [specify date] until [specify date] (“Offer Period”). See further Paragraph 3 of Part B below.]

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [public offer in the Public Offer Jurisdictions] [and] [admission to trading on [specify relevant regulated market] of the Notes described herein] pursuant to the Euro 8,000,000,000 Euro Medium Term Note Programme of the Issuer.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[•] has been extracted from [•]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of Casino Guichard-Perrachon:

Duly represented by:

PART B – OTHER INFORMATION

1 RISK FACTORS

[[Insert any issue specific risk factors that are material to the Notes being offered and/or listed and admitted to trading in order to assess the market risk associated with these Notes, that may affect the Issuer's ability to fulfil its obligations under the Notes and which are not specifically described under "Risk Factors" in the Base Prospectus. If any such additional risk factors need to be included consideration should be given as to whether they constitute a "significant new factor" and consequently triggers the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.][Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]¹]

2 LISTING AND ADMISSION TO TRADING

- (i) Listing: [official list of the Luxembourg Stock Exchange/other (specify)/None]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [●] with effect from [●]] [Not Applicable.]
[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [specify relevant regulated market] with effect from [].]
[Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [specify relevant regulated market]] with effect from [].] [Not Applicable.]
(Where documenting a fungible issue need to indicate that original securities are already listed and admitted to trading.)
- Offer Price: [Issue Price][specify]
- Conditions to which the offer is subject: [Not Applicable/give details]
- Description of the application process: [Not Applicable/give details]
- Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [Not Applicable/give detail]

3 TERMS AND CONDITIONS OF THE OFFER

- Details of the minimum and/or maximum amount of application: [Not Applicable/give details]

¹ Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

Details of the method and time limits for paying up and delivering the Notes: [Not Applicable/*give details*]

Manner in and date on which results of the offer are to be made public: [Not Applicable/*give details*]

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

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

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

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

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

4 RATINGS

Ratings: The Notes to be issued have been rated:

[S & P: [•]]

[Fitch: [•]]

[[Other]: [•]]

[[Each of] [•] [and] [•]] is established in the European Union and has applied for registration under Regulation (EC) No 1060/2009 as amended by Regulation (EU) No. 513/2011, although the result of such applications has not been determined.]

[[Each of] [S & P] [[and] Fitch] and] [•] is established in the European Union and registered under Regulation (EC) No 1060/2009 as amended by Regulation (EU) No. 513/2011.]

[[None of] [•] and] [•] is [not] established in the European Union [nor has/and has not] applied for registration under Regulation (EC) No 1060/2009 as amended by Regulation (EU) No. 513/2011.]

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(The above disclosure should reflect the rating allocated

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

5 [NOTIFICATION]

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

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

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

["Save as disclosed in ["Subscription and Sale"] so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."]/[•]]

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

7 [THIRD PARTY INFORMATION AND STATEMENT BY EXPERTS AND DECLARATIONS OF ANY INTEREST]

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

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

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

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

[(i) Reasons for the offer:

[•]

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

[(ii) Estimated net proceeds:

[•]

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

amount and sources of other funding.)

[(iii)] Estimated total expenses relating to the admission to trading:

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

(If the Notes are derivative securities to which Annex 12 of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)

9 [Fixed Rate Notes only – YIELD]

Indication of yield:

[•]

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

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

10 [Floating Rate Notes only - HISTORIC INTEREST RATES]

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

11 [Index-Linked or other variable-linked Notes only – PERFORMANCE OF INDEX/FORMULA/other variable, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS and other information concerning the underlying¹

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

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

¹ For derivative securities to which Annex 12 to the Prospectus Directive Regulation applies, please complete instead paragraph 12 below relating to explanation of effect on value of investment, return on derivatives securities and information concerning the underlying.

* Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is less than 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

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

12 [Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT¹

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained, the underlying on which it is based and of the method used to relate the two, a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident and any market disruption or settlement disruption events that affect the underlying. Include details of rules with relation to events concerning the underlying.]

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

13 [Derivatives only – EXPLANATION OF EFFECT ON VALUE OF INVESTMENT, RETURN ON DERIVATIVES SECURITIES AND Information concerning the underlying²

EXPLANATION OF EFFECT ON VALUE OF INVESTMENT

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

RETURN ON DERIVATIVES SECURITIES

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

Payment or delivery date: [•]

Method of calculation: [•]

INFORMATION CONCERNING THE UNDERLYING

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

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

¹ For derivative securities to which Annex 12 to the Prospectus Directive Regulation applies, please complete instead paragraph 12 below relating to explanation of effect on value of investment, return on derivatives securities and information concerning the underlying.

² Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

- an indication where information about the past and the further performance of the underlying and its volatility can be obtained [•]
- where the underlying is a security: [Applicable/Not Applicable]
 - the name of the issuer of the security: [•]
 - the ISIN (International Security Identification Number) or other such security identification code: [•]
- where the underlying is an index: [Applicable/Not Applicable]
 - the name of the index and a description of the index if it is composed by the issuer. If the index is not composed by the issuer, where information about the index can be obtained: [•]
- where the underlying is an interest rate: [Applicable/Not Applicable]
 - a description of the interest rate: [•]
- others: [Applicable/Not Applicable]
 - where the underlying does not fall within the categories specified above the securities note shall contain equivalent information: [•]
- where the underlying is a basket of underlyings: [Applicable/Not Applicable]
 - disclosure of the relevant weightings of each underlying in the basket: [•]
- A description of any market disruption or settlement disruption events that affect the underlying: [•]
- Adjustment rules with relation to events concerning the underlying:] 1 [•]

¹ Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

14 [*Derivatives only* – POST-ISSUANCE INFORMATION concerning the underlying]¹

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

15 OPERATIONAL INFORMATION

ISIN Code:

Common Code:

Depositories:

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

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

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

Delivery: Delivery [against/free of] payment

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

The aggregate principal amount of Notes issued has been
translated into Euro at the rate of producing a sum of:

¹ Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

FORM OF FINAL TERMS 2
FORM OF FINAL TERMS FOR USE IN CONNECTION WITH ISSUES OF NOTES WITH
A DENOMINATION OF AT LEAST [€50,000/€100,000] TO BE LISTED AND ADMITTED
TO TRADING ON A REGULATED MARKET

Final Terms dated [•]

[Logo, if document is printed]

Casino Guichard-Perrachon

Euro 8,000,000,000
Euro Medium Term Note Programme
for the issue of Notes
Due from one month from the date of original issue

SERIES NO: [•]

TRANCHE NO: [•]

[Brief description and Amount of Notes]

Issued by: Casino Guichard-Perrachon (the “Issuer”)

[Name(s) of Dealer(s)]

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [•]] which [together] constitute[s] a prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”) as amended (which includes the amendments made by Directive 2010/73/EU (the “**2010 PD Amending Prospectus Directive**”) to the extent that such amendments have been implemented in a Member State of the European Economic Area). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus [and the supplement to the Base Prospectus] [is] [are] available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the websites of (a) the Luxembourg Stock Exchange (www.bourse.lu) and (b) the Issuer (www.groupe-casino.fr) and copies may be obtained from Casino Guichard-Perrachon, 1, Esplanade de France, 42000 Saint-Etienne, France. [In addition¹, the Base Prospectus [and the supplement to the Base Prospectus] [is] [are] available for viewing [at/on] [•]].

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

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the [Base Prospectus/Offering Circular] dated [original date] [and the supplement to the Base Prospectus dated [•]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the “**Prospectus Directive**”) as amended (which includes the amendments made by Directive 2010/73/EU (the “**2010 PD Amending Prospectus Directive**”) to the extent that such amendments have been implemented in a Member State of the European Economic Area) and must be read in conjunction with the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [•]], which [together] constitute[s] a prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the [Base Prospectus/Offering Circular] dated [original date] [and the supplement to the Base Prospectus/Offering Circular] dated [•]] and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the [Base Prospectus/Offering Circular] dated [original date] and the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [•]]. The [Base Prospectus/Offering Circular] [and the supplement to the Base Prospectus] [is] [are] available for viewing at the office of the Fiscal Agent or each of the Paying Agents and on the websites of (a) the Luxembourg Stock Exchange (www.bourse.lu) and (b) the Issuer (www.groupe-casino.fr) and copies may be obtained from Casino Guichard-Perrachon, 1, Esplanade de France, 42000 Saint-Etienne, France. [In addition², the Base Prospectus [and the supplement to the Base Prospectus] [is] [are] available for viewing [at/on] [•]].

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

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

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

² if the Notes are admitted to trading on a regulated market other than the Luxembourg Stock Exchange.

1. Issuer: Casino Guichard-Perrachon
2. (i) Series Number: [•]
(ii) [Tranche Number: [•]
(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).]
3. Specified Currency or Currencies: [•]
4. Aggregate Nominal Amount:
(i) Series: [•]
(ii) Tranche: [•]
5. Issue Price: [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (in the case of fungible issues only, *if applicable*)]
6. Specified Denomination(s): [•]¹ *(one denomination only for Dematerialised Notes)*
7. (i) Issue Date: [•]
(ii) Interest Commencement Date: *[Specify/Issue Date/Not Applicable]*
8. Maturity Date: *[specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]*
9. Interest Basis: [• per cent. Fixed Rate]
[[*specify reference rate*] +/- [•] per cent. Floating Rate]
[Zero Coupon]
[Index Linked Interest]
[Other (*specify*)]
(further particulars specified below)
10. Redemption/Payment Basis²: [Redemption at par]
[Index Linked Redemption]
[Dual Currency]
[Partly Paid]
[Instalment]
[Other (*specify*)]
11. Change of Interest or Redemption/Payment Basis: *[Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis]*

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

² If the Final Redemption Amount is not 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

12. Put/Call Options: [Investor Put]
 [Issuer Call]
 [Make-Whole Redemption]
 [Change of Control Put]
 [(further particulars specified below)]
13. (i) Status of the Notes: [[Dated/Undated] Subordinated/Deeply Subordinated/Unsubordinated Notes]
- (ii) Dates of the corporate authorisations for issuance of Notes obtained: [decision of the *Conseil d'administration* of the Issuer dated [•] [and [•] [function] dated [•]]¹/[decision of [•] [function] dated [•]]²
14. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

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

¹ Relevant for issues of Notes constituting *obligations* under French law.

² Only relevant for issues of Notes not constituting *obligations* under French law

- (iii) First Interest Payment Date: [•]
- (iv) Interest Period Date: [•] (*not applicable unless different from Interest Payment Date*)
- (v) Business Day Convention: [Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other (*give details*)]
- (vi) Business Centre(s)
(Condition 5(a)): [•]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/other (*give details*)]
- (viii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [•]
- (ix) Screen Rate Determination (Condition 5(c)(iii)B):
- Reference Rate: [•]
 - Interest Determination Date: [[•] [*TARGET*] Business Days in [*specify city*] for [*specify currency*] prior to [*the first day in each Interest Accrual Period/each Interest Payment Date*]]
- (x) ISDA Determination (Condition 5(c)(iii)(A)):
- Floating Rate Option: [•]
 - Designated Maturity: [•]
 - Reset Date: [•]
 - ISDA Definitions (if different from those set out in Conditions): [•]
- (xi) Margin(s): [+/-][•] per cent. per annum
- (xii) Minimum Rate of Interest: [•] per cent. per annum
- (xiii) Maximum Rate of Interest: [•] per cent. per annum
- (xiv) Day Count Fraction: [•]
- (xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions: [•]

- 17. Zero Coupon Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Amortisation Yield
 (Condition 6(e)(i)): [•] per cent. per annum
 - (ii) Day Count Fraction
 (Condition 5(a)): [•]
 - (iii) Any other formula/basis of
 determining amount payable: [•]
- 18. Index-Linked Interest Note/other variable-linked interest Note Provisions¹** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Index/Formula/other variable: [give or annex details]
 - (ii) Calculation Agent responsible
 for calculating the interest
 due: [•]
 - (iii) Provisions for determining
 Coupon where calculated by
 reference to Index and/or
 Formula and/or other variable: [•]
 - (iv) Interest Determination
 Date(s): [•]
 - (v) Provisions for determining
 Coupon where calculation by
 reference to Index and/or
 Formula and/or other variable
 is impossible or impracticable
 or otherwise disrupted: [•]
*(Need to include a description of market disruption or
 settlement disruption events and adjustment provisions)*
 - (vi) Interest Period(s): [•]
 - (vii) Specified Interest
 Payment Dates: [•]
 - (viii) Business Day Convention: [Following Business Day Convention/Modified Following
 Business Day Convention/Preceding Business Day
 Convention/other (give details)]
 - (ix) Business Centre(s) (Condition
 5(a)): [•]
 - (x) Minimum Rate of Interest: [•] per cent. per annum
 - (xi) Maximum Rate of Interest: [•] per cent. per annum
 - (xii) Day Count Fraction
 (Condition 5(a)): [•]

¹ If the Final Redemption Amount is not 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

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

- (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]
- (ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due: [•]
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [Need to include a description of market disruption or settlement disruption events and adjustment provisions.]
- (iv) Person at whose option Specified Currency(ies) is/are payable: [•]
- (v) Day Count Fraction (Condition 6(a)): [•]

PROVISIONS RELATING TO REDEMPTION

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

- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [•] per Note of [•] Specified Denomination
- (iii) If redeemable in part:
 - (a) Minimum Redemption Amount to be redeemed: [•]
 - (b) Maximum Redemption Amount to be redeemed: [•]
- (iv) Notice period¹: [•]

21. Make-Whole Redemption [Applicable/Not Applicable]
(Condition 6(c)(ii))

- (i) Notice period²: [•]
- (ii) Parties to be notified (if other than set out in Condition 6(c)(ii)): [[•]/Not Applicable]

¹ If setting notice periods which are different to those provided in the conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems, as well as any other notice requirements which may apply, for example, as between the Issuer and its Fiscal Agent

² If setting notice periods which are different to those provided in the conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems, as well as any other notice requirements which may apply, for example, as between the Issuer and its Fiscal Agent.

- (iii) Make Whole Redemption Margin: [•]
- (iv) Make Whole Redemption Rate: [•]
- 22. Put Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [•]
- (ii) (Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [•] per Note of [•] Specified Denomination
- (iii) Notice period¹: [•]
- (iv) Repurchase Event: [Applicable/Not Applicable]
- (v) Repurchase Redemption Amount: [•]
- 23. Change of Control Put Option** [Applicable/Not Applicable]
- 24. Final Redemption Amount of each Note²** [[•] per Note of [•] Specified Denomination /other/see Appendix]
- In cases where the Final Redemption Amount is Index-Linked or other variable-linked:
- (i) Index/Formula/variable: *[give or annex details]*
- (ii) Calculation Agent responsible for calculating the Final Redemption Amount: [•]
- (iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable: [•]
- (iv) Determination Date(s): [•]
- (v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable

¹ If setting notice periods which are different to those provided in the conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems, as well as any other notice requirements which may apply, for example, as between the Issuer and its Fiscal Agent.

² If the Final Redemption Amount is not 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

- or otherwise disrupted: [•]
- (vi) Payment Date: [•]
- (vii) Minimum Final Redemption Amount to be redeemed: [•] per Specified Denomination
- (viii) Maximum Final Redemption Amount to be redeemed: [•] per Specified Denomination

25. Early Redemption Amount

- (i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons (Condition 6(f)), for illegality (Condition 6(g)) or on event of default (Condition 9) or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): [•]
- (ii) Redemption for taxation reasons permitted on days others than Interest Payment Dates (Condition 6(f)) [Yes/No]
- (iii) Unmatured Coupons to become void upon early redemption (Materialised Bearer Notes only) (Condition 7(f)) [Yes/No/Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 26. Form of Notes:** [Dematerialised Notes/Materialised Notes] (*Materialised Notes are only in bearer form*) [*Delete as appropriate*]
- (i) Form of Dematerialised Notes: [Not Applicable/Bearer dematerialised form (*au porteur*)]/[Registered dematerialised form (*au nominatif*)]
 - (ii) Registration Agent: [Not Applicable/if Applicable give name and details] (*Note that a Registration Agent must be appointed in relation to Registered Dematerialised Notes only*)
 - (iii) Temporary Global Certificate: [Not Applicable/if Applicable: Temporary Global Certificate exchangeable for Definitive Materialised Bearer Notes on [•] (the “**Exchange Date**”), being 40 days after the Issue Date subject to postponement as provided in the Temporary Global Certificate]
 - (iv) Applicable TEFRA exemption: [C Rules/D Rules/Not Applicable/*Give details*]. [*Only applicable to Materialised Notes*]
- 27. Financial Centre(s) or other special provisions relating to Payment Dates:** [Not Applicable/*give details.*]

28. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No/Not Applicable. *If yes, give details*] (Only applicable to the Materialised Notes).
29. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay: [Not Applicable/*give details*]
30. Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made: [Not Applicable/*give details*]
- (i) Instalment Amount(s): [•]
- (ii) Instalment Date(s): [•]
- (iii) Minimum Instalment Amount: [•]
- (iv) Maximum Instalment Amount: [•]
32. Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition 1(d)] [annexed to these Final Terms] apply]
33. Consolidation provisions: [Not Applicable/The provisions [in Condition 14(b)] [annexed to these Final Terms] apply]
33. Masse: [Applicable/Not Applicable/Condition 11 replaced by the full provisions of French *Code de Commerce* relating to the Masse] (*Note that: (i) in respect of any Tranche of Notes issued outside France, Condition 11 may be waived, amended or supplemented, and (ii) in respect of any Tranche of Notes issued inside France, Condition 11 must be waived in its entirety and replaced by the provisions of French Code de Commerce relating to the Masse. If Condition 11 (as it may be amended or supplemented) applies or if the full provisions of French Code de Commerce apply, insert details of Representative and Alternative Representative and remuneration, if any.*)
34. Other final terms: [Not Applicable/*give details*]
(*When adding any other final terms consideration should be given as to whether such terms constitute a "significant new factor" and consequently triggers the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.*)

DISTRIBUTION

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

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

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [admission to trading on [*specify relevant regulated market*] of the Notes described herein] pursuant to the Euro 8,000,000,000 Euro Medium Term Note Programme of the Issuer.]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [•] has been extracted from [•]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [•], no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of Casino Guichard-Perrachon:

Duly represented by:

PART B – OTHER INFORMATION

1 RISK FACTORS

[[Insert any issue specific risk factors that are material to the Notes being offered and/or listed and admitted to trading in order to assess the market risk associated with these Notes, that may affect the Issuer's ability to fulfil its obligations under the Notes and which are not specifically described under "Risk Factors" in the Base Prospectus. If any such additional risk factors need to be included consideration should be given as to whether they constitute a "significant new factor" and consequently triggers the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.] [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]¹]

2 LISTING AND ADMISSION TO TRADING

- (i) Listing: [official list of the Luxembourg Stock Exchange/other (specify)/None]
- (ii) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [specify relevant regulated market] with effect from [].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [specify relevant regulated market]] with effect from [].] [Not Applicable.]

3 RATINGS

Ratings: The Notes to be issued have been rated:

[S & P: [•]]
[Fitch: [•]]
[[Other]: [•]]

[[Each of] [•] [and [•]] is established in the European Union and has applied for registration under Regulation (EC) No 1060/2009 as amended by Regulation (EU) No. 513/2011, although the result of such applications has not been determined.]

[[Each of] [S & P] [[and] Fitch] and] [•] is established in the European Union and registered under Regulation (EC) No 1060/2009 as amended by Regulation (EU) No. 513/2011.]

¹ Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

[[None of [●] and] [●] is [not] established in the European Union [nor has/and has not] applied for registration under Regulation (EC) No 1060/2009 as amended by Regulation (EU) No. 513/2011.]

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

4 [NOTIFICATION]

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

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

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

["Save as disclosed in ["Subscription and Sale"] so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."]/[●]

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

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

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

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

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

7 REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES¹

[(i) Reasons for the offer:

[•]

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

[(ii)] Estimated net proceeds:

[•]

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

[(iii)] Estimated total expenses relating to the admission to trading:

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

(Only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)

8 [Fixed Rate Notes only – YIELD

Indication of yield:

[•]

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

9 [INDEX-LINKED OR OTHER VARIABLE-LINKED NOTES ONLY – PERFORMANCE OF INDEX/FORMULA/other variable, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS and other information concerning the underlying²

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

¹ Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

² For derivative securities to which Annex 12 to the Prospectus Directive Regulation applies, please complete instead paragraph 11 below relating to explanation of effect on value of investment, return on derivatives securities and information concerning the underlying.

* Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is less than 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

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

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

10 [DUAL CURRENCY NOTES ONLY – PERFORMANCE OF RATE[S] OF EXCHANGE***

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained, the underlying on which it is based and of the method used to relate the two and any market disruption or settlement disruption events that affect the underlying. Include details of rules with relation to events concerning the underlying.]

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

11 [DERIVATIVES ONLY – EXPLANATION OF EFFECT ON VALUE OF INVESTMENT, RETURN ON DERIVATIVES SECURITIES AND Information concerning the underlying¹

EXPLANATION OF EFFECT ON VALUE OF INVESTMENT

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

RETURN ON DERIVATIVES SECURITIES

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

Payment or delivery date: [•]

Method of calculation: [•]

INFORMATION CONCERNING THE UNDERLYING

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

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

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

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

¹ Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

- the name of the issuer of the security: [•]
 - the ISIN (International Security Identification Number) or other such security identification code: [•]
 - where the underlying is an index: [Applicable/Not Applicable]
 - the name of the index and a description of the index if it is composed by the issuer. If the index is not composed by the issuer, where information about the index can be obtained: [•]
 - where the underlying is an interest rate: [Applicable/Not Applicable]
 - a description of the interest rate: [•]
 - others: [Applicable/Not Applicable]
 - where the underlying does not fall within the categories specified above the securities note shall contain equivalent information: [•]
 - where the underlying is a basket of underlyings: [Applicable/Not Applicable]
 - disclosure of the relevant weightings of each underlying in the basket: [•]
- A description of any market disruption or settlement disruption events that affect the underlying: [•]
- Adjustment rules with relation to events concerning the underlying:]¹ [•]

12 [DERIVATIVES ONLY – POST-ISSUANCE INFORMATION concerning the underlying]²

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

¹ Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

² Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies. See footnote ** below.

** If the Final Redemption Amount is not 100% of the nominal value the Notes will constitute derivative securities for the purposes of the Prospectus Directive and the requirements of Annex 12 to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex 12 are dealt with.

13 OPERATIONAL INFORMATION

ISIN Code: [•]

Common Code: [•]

Depositories:

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

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

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

Delivery: Delivery [against/free of] payment

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

The aggregate principal amount of
Notes issued has been translated
into Euro at the rate of [•]
producing a sum of: [•]

GENERAL INFORMATION

- (1) Application has been made to list the Notes on the official list of the Luxembourg Stock Exchange and admit such Notes to trading on the Regulated Market of the Luxembourg Stock Exchange and/or on any other Regulated Market in a Member State of the EEA.
- (2) The Issuer has obtained all necessary corporate and other consents, approvals and authorisations in France in connection with the Programme. The establishment of the Programme was authorised by a decision of the *Directoire* of the Issuer made on 6 September 2000. The update of the Programme was authorised by a decision of the *Président-Directeur Général* of the Issuer made on 14 November 2011. Any drawdown of Notes under the Programme, to the extent that such Notes constitute *obligations*, requires the prior authorisation of the *Conseil d'administration* of the Issuer, which may delegate its powers to its *Président-Directeur Général*. For this purpose, the *Conseil d'administration* of the Issuer, on 15 April 2011, has authorised the *Président-Directeur Général* to issue *obligations* or other debt instruments up to an outstanding maximum aggregate amount of €3,000,000,000 which authority will, unless previously cancelled, expire on 15 April 2012. Any issue of Notes, to the extent that such Notes do not constitute *obligations*, will fall within the general powers of the *Président-Directeur Général* of the Issuer.
- (3) Except as disclosed in the section "Recent Developments" of this Base Prospectus, there has been no significant change, nor any development reasonably likely to involve a significant change, in the financial or trading position or general affairs of the Issuer or the Group taken as a whole since 30 June 2011 that is material in the context of the issue of the Notes.

There has been no material adverse change in the prospects of the Issuer or the Group taken as a whole since 31 December 2010 that is material in the context of the issue of the Notes.

- (4) Information on litigations is provided in notes 26.1 and 33 to the consolidated financial statements in the 2010 Annual Report, notes 2.2 and 15 to the consolidated financial statements in the Interim Report First Half 2011 and in the section "Recent Developments" of this Base Prospectus. Except as disclosed in such documents, neither the Issuer nor any member of the Group is or has been involved in any other governmental, legal or arbitration proceedings including any such proceedings that are pending or threatened of which the Issuer is aware during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the financial position or profitability of the Group.
- (5) Each Definitive Bearer Materialised Note, Receipt, Coupon and Talon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".
- (6) Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems, which are entities in charge of keeping the records. The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.

The address of Euroclear is 1 boulevard du Roi Albert II, 1210 Bruxelles, Belgium and the address of Clearstream, Luxembourg is 42 avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg.
- (7) Dematerialised Notes will be inscribed in the books of Euroclear France (acting as central depository). Dematerialised Notes which are in registered form (*au nominatif*) are also inscribed either with the Issuer or with the registration agent.

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

- (8) For so long as Notes issued under the Programme are outstanding, the following documents will be available during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection at the office of the Fiscal Agent or each of the Paying Agents:
- (i) the *statuts* of the Issuer
 - (ii) the published annual report, audited non-consolidated and consolidated accounts of the Issuer for the two financial years ended 31 December 2009 and 2010 and non-audited non-consolidated and consolidated accounts of the Issuer for the six-month period ended 30 June 2011
 - (iii) the Final Terms for Notes that are listed on the Luxembourg Stock Exchange or any other Regulated Market in the EEA
 - (iv) a copy of this Base Prospectus together with any Supplement to this Base Prospectus or further Base Prospectus
 - (v) all reports, letters and other documents, historical financial statements, 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.
- (9) For so long as Notes may be issued pursuant to this Base Prospectus, the following documents will be available on the websites of the Luxembourg Stock Exchange (www.bourse.lu) and in respect of (ii) below on the website of the Issuer (www.groupe-casino.fr):
- (i) the Final Terms for Notes that are listed and admitted to trading on the Luxembourg Stock Exchange or any other Regulated Market in the EEA
 - (ii) this Base Prospectus, together with any supplement to this Base Prospectus or further Base Prospectus.
- (10) Copies of the latest annual report and non-consolidated and consolidated accounts of the Issuer (including any published semi-annual interim consolidated accounts) (in English and French) (in each case as soon as they are published) may be obtained, and copies of the Amended and Restated Agency Agreement will be available for collection, at the specified offices of each of the Paying Agents during normal business hours, so long as any of the Notes is outstanding.
- (11) In respect of derivatives securities as defined in Article 15.2 of Commission Regulation no.809/2004, the Final Terms will indicate whether or not the Issuer intends to provide post-issuance information concerning the underlying. If the Issuer intends to report such information, the Final Terms will specify what information will be reported and where such information can be obtained.
- (12) The Notes to be issued by each Issuer qualify under Category 2 for the purposes of Regulation S under the Securities Act ("**Regulation S**"). Materialised Notes will be issued in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(D) (the "**D Rules**") unless (i) the relevant Final Terms states that such Materialised Notes are issued in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(C) (the "**C Rules**"), or (ii) such Materialised Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

The TEFRA rules do not apply to any Dematerialised Notes

- (13) Ernst & Young Audit at Tour Oxygène, 10-12, boulevard Vivier Merle, 69393 Lyon Cedex 03, France, and Didier Kling & Associés, at 41, avenue de Friedland, 75008 Paris, France (both entities regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux comptes*) have audited and rendered unqualified audit reports on the consolidated financial statements of the Issuer for the year ended 31 December 2009.

Ernst & Young Audit at Tour Part Dieu, 129, rue Servient, 69326 Lyon Cedex 03, France, and Didier Kling & Associés, at 41, avenue de Friedland, 75008 Paris, France (both entities regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux comptes*) have audited and rendered unqualified audit reports on the consolidated financial statements of the Issuer for the year ended 31 December 2010.

Registered Office of the Issuer

Casino Guichard-Perrachon

1, Esplanade de France
42000 Saint-Etienne
France

Arranger

Deutsche Bank AG, Paris Branch

3, avenue de Friedland
75008 Paris
France

Dealers

Banco Santander, S.A.

Ciudad Grupo Santander
Avenida de Cantabria, s/n
Edificio Encinar, first floor
28660 Boadilla de Monte (Madrid)
Spain

Barclays Bank PLC

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

BNP PARIBAS

10 Harewood Avenue
London NW1 6AA
United Kingdom

Crédit Agricole Corporate and Investment Bank

9, quai du Président Paul Doumer
92920 La Défense Paris Cedex
France

Deutsche Bank AG, London Branch

Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

HSBC Bank plc

8 Canada Square
London E14 5HQ
United Kingdom

J.P. Morgan Securities Ltd.

125 London Wall
London EC2Y 5AJ
United Kingdom

Natixis

30 avenue Pierre Mendès-France
75013 Paris
France

Société Générale

29, boulevard Haussmann
75009 Paris
France

The Royal Bank of Scotland plc

135 Bishopsgate
London EC2M 3UR
United Kingdom

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

Deutsche Bank AG, London Branch

Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

Paying Agents

Paris Paying Agent

Deutsche Bank AG, Paris Branch

3, avenue de Friedland
75008 Paris
France

Luxembourg Paying Agent

Deutsche Bank Luxembourg S.A.

2, boulevard Konrad Adenauer
L-1115 Luxembourg
Grand-Duchy of Luxembourg

Listing Agent

Luxembourg Listing Agent

Deutsche Bank Luxembourg S.A.

2, boulevard Konrad Adenauer
L-1115 Luxembourg
Grand-Duchy of Luxembourg

Auditors to the Issuer

Ernst & Young Audit

Tour Part Dieu
129, rue Servient
69326 Lyon Cedex 03
France

Deloitte & Associés

185, avenue Charles de Gaulle
92200 Neuilly sur Seine
France

Legal Advisers

To the Issuer

De Pardieu Brocas Maffei

57, avenue d'Iéna
75016 Paris
France

To the Dealers

Linklaters LLP

25, rue de Marignan
75008 Paris
France