

SUPPLEMENT DATED MARCH 5, 2024  
TO THE BASE PROSPECTUS DATED JULY 31, 2023



**DEXIA (FORMERLY DEXIA CRÉDIT LOCAL)**

(a limited liability company (*société anonyme*) established under the laws of the Republic of France)

**\$20,000,000,000**

**Guaranteed U.S. Medium Term Note Programme  
benefiting from an unconditional and irrevocable independent on-demand guarantee  
by the States of Belgium and France**

This Supplement (the "**Supplement**" or the "**Third Supplement**") is supplemental to, and should be read in conjunction with, the Base Prospectus dated July 31, 2023, as supplemented by the first supplement dated September 21, 2023 and the second supplement dated October 10, 2023 (the "**Base Prospectus**", which term, where the context admits, shall include such Base Prospectus as amended and/or supplemented from time to time including, without limitation, by this Third Supplement and all references to "this **Base Prospectus**" shall be construed accordingly) prepared in relation to the \$20,000,000,000 Guaranteed U.S. Medium Term Note Programme (the "**Programme**") of Dexia (formerly Dexia Crédit Local) (the "**Issuer**").

The Base Prospectus does not constitute a prospectus as defined in Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") and may be used only for the purpose for which it is published. The purpose of the Base Prospectus in relation to Notes is to give information with respect to the issue of Notes. The Notes will be exempt from the Prospectus Regulation pursuant to Article 1.2(d) thereof and the Notes will not be treated as being within the scope of the Prospectus Regulation. The Base Prospectus has not been, and will not be, approved by the CSSF as complying with the Prospectus Regulation.

**The Base Prospectus may not be used for any offering to the public or any admittance to trading on a regulated market of Notes in any jurisdiction which would require the approval and publication of a prospectus or similar document under applicable law.**

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

Unless the context otherwise requires, terms defined in the Base Prospectus shall have the same meaning when used in this Third Supplement.

To the extent that there is any inconsistency between (a) any statement in this Third Supplement or any statement incorporated by reference into the Base Prospectus by this Third Supplement and (b) any other statement in or incorporated by reference into the Base Prospectus, the statements in (a) above will prevail.

Save as disclosed in this Third Supplement, there has been no other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus since the publication of the Base Prospectus.

This Third Supplement is available on the Luxembourg Stock Exchange's website ([www.luxse.com](http://www.luxse.com)).

This Third Supplement has been prepared for the purpose of:

- (i) updating the Issuer's information as a result of Dexia no longer being a credit institution;
- (ii) updating the Issuer's information with regards to the sale of leasing activities of Dexia;
- (iii) updating the Issuer's information regarding credit ratings;
- (iv) updating the Issuer's information regarding the management of Dexia's bond portfolio;
- (v) updating the Issuer's information regarding the management of Dexia's credit back-office;
- (vi) updating the Base Prospectus to include transfer restrictions in accordance with Section 3(c)(7) of the U.S. Investment Company Act of 1940, as amended (the "**Investment Company Act**");
- (vii) amending the Terms and Conditions of the Notes to reflect the foregoing and the appointment by the Issuer of a replacement agent for the service of process in the United States; and
- (viii) updating the risk factors of the Notes to reflect changes to the Terms and Conditions of the Notes.

**(i) Dexia is no longer a credit institution**

Dexia has received approval from the European Central Bank for the Licence Withdrawals and therefore Dexia is no longer a credit institution and no longer holds a banking licence. Therefore, Dexia intends to supplement the Issuer's information in the Base Prospectus as follows:

**All sections of the Base Prospectus shall be supplemented as set out below:**

All references in the Base Prospectus to "Dexia Crédit Local" or "DCL" shall be replaced with "Dexia" and all references to "Dexia SA" or "Dexia" shall be replaced with "Dexia Holding". In addition, all references to Dexia as a credit institution and holding a banking licence shall no longer apply and, therefore, any disclosure and risk factors relating to the Issuer being a credit institution shall no longer be applicable.

**Update to the Base Prospectus in relation to Bail-In – not applicable from January 1, 2024**

The sections entitled "*Notice to Investors – Bail-in*" and "*Overview of the Programme - Bail-in Power Acknowledgement*" on pages 3-4 and pages 14-16 respectively of the Base Prospectus and the risk factors entitled "*The Notes may be subject to write-down or conversion to equity in the context of a resolution procedure applicable to the Issuer*" and "*Under the terms of the Notes, investors will agree to be bound by and consent to the exercise of any Bail-in Powers by the Relevant Resolution Authority*" on pages 35-36 of the Base Prospectus shall be deleted.

**The section entitled "*Overview of the Programme*" on pages 9-18 of the Base Prospectus shall be supplemented by deleting the fifth paragraph under the sub-section entitled "*Issuer*" and replacing it with the below:**

"The Issuer is based primarily in France. On July 4, 2023, Dexia filed an application for the withdrawal of the Issuer's credit institution licence and authorisations for investment services. Starting from January 1, 2024, the Issuer continues its orderly resolution as a non-bank under name "Dexia". For more information on the withdrawal of Dexia's banking licence and authorisations for investment services, see the section entitled "*Dexia – Recent Developments—Application for the withdrawal of Dexia's banking licence and authorisations for investment services*" in this Base Prospectus."

**The second bullet point of the third paragraph under the section entitled "*Dexia – Extension of the guarantee arrangements*" on pages 99-100 of the Base Prospectus shall be amended by deleting the wording "*and insofar as the Issuer no longer has a banking licence*" and therefore should read as follows:**

"

- the remuneration for the Bi-Guarantor Guarantee is 5 basis points per annum on the guaranteed amounts outstanding, payable monthly. Such remuneration may be increased by a conditional deferred commission, payable in the event of liquidation of the Dexia Group. Amounts payable under such conditional deferred commission increase from 2022 and will reach an annual rate of 135 basis points on outstanding amounts in 2027."

**The section entitled "Recent Developments – Application for the withdrawal of Dexia's banking licence and authorisations for investment services" on pages 103-106 of the Base Prospectus shall be supplemented by inserting the below at the end of the abovementioned section:**

*"Approval of the Licence Withdrawals*

On December 12, 2023, Dexia announced that the European Central Bank had approved the Licence Withdrawals in a letter dated December 11, 2023. The Licence Withdrawals took effect from January 1, 2024.

Consequently, as from January 1, 2024, the Issuer continues its orderly resolution as a non-financial entity. The Issuer remains a public limited company under French law and changed its legal and commercial name to "Dexia", instead of "Dexia Crédit Local".

The cessation of the Issuer's status as a credit institution also led to a change in the status of its parent company, Dexia SA/NV, under Belgian law, which ceased to be a financial holding company but remains a public limited company. An extraordinary shareholders' meeting of Dexia SA/NV approved the change of its legal and commercial name to "Dexia Holding", instead of "Dexia", such change being effective as of January 19, 2024.

In a decision dated October 27, 2023, the ACPR also confirmed the withdrawal of the finance company authorisations of Dexia Flobail and Dexia CLF Régions Bail, the French leasing companies of the Dexia Group, wholly owned by the Issuer. The withdrawal of these authorisations has been effective since October 27, 2023. Furthermore, as the merger between the Issuer and Crediop was completed on September 30, 2023, there are no longer any regulated entities in the Dexia Group.

The decision for the Issuer to operate without its credit institution licence and authorisations for investment services simplifies the Dexia Group's organisation, structure and governance processes. In particular, the Licence Withdrawals removed the requirement to comply with a stringent bank regulatory framework and as a consequence the Dexia Group expect a significant reduction in its costs of operations. The Dexia Group does not expect the Licence Withdrawals to effect the quality of the monitoring of its portfolio or its capacity to carry out its Orderly Resolution Plan.

The Dexia Group continues to maintain a robust risk management and monitoring system, based on comprehensive reporting and a demanding Risk Appetite Framework. An independent Surveillance Committee, set up by the States, assumed the responsibilities previously performed by the Issuer's regulatory supervisory authorities from January 1, 2024, in particular as regards to risk monitoring and organisation of internal control. The Surveillance Committee is made up of four members, appointed equally by the Belgian and French governments and with expertise in banking supervision. The members of the committee will carry out their duties and analyse and pass judgement on the subjects entrusted to them in complete independence.

As noted in the section of the Base Prospectus entitled *"Recent Developments – Application for the withdrawal of Dexia's banking licence and authorisations for investment services"*, the Dexia Group continues to benefit from the Bi-Guarantor Guarantee and the Tri-Guarantor Guarantee, as the case may be, for its financing. In particular, the Issuer continues to benefit from the Tri-Guarantor Guarantee in relation to Notes issued before January 1, 2022 and the Bi-Guarantor Guarantee in relation to Notes issued on or after January 1, 2022. All obligations in respect of Notes issued under the Programme will remain obligations of the Issuer.

The Licence Withdrawals represent an important stage in the Orderly Resolution Plan which will enable the further simplification of the Dexia Group."

**The section entitled "General Information" on pages 158-160 of the Base Prospectus shall be supplemented by deleting the first paragraph and replacing it with the below:**

"1. No authorisation procedures are required of the Issuer in the Republic of France in connection with the update of the Programme. However, to the extent that Notes issued under the Programme may constitute obligations under French Law, the issue of the Notes was authorised by a resolution of the Board of Directors of Dexia dated November 24, 2023."

**(ii) Sale of leasing activities of Dexia**

**The section entitled "Recent Developments" on pages 103-106 of the Base Prospectus shall be supplemented by inserting the below at the end of the abovementioned section:**

***"Sale of leasing activities of Dexia***

On December 8, 2023, Dexia announced it had signed a sale and purchase agreement with BAWAG Group AG allowing BAWAG Group AG to buy the Issuer's five non-regulated leasing entities: DCL Evolution, Alsatram, Dexiarail, as well as Dexia Flobail and Dexia CLF Régions Bail, both renamed Dexia FB France and Dexia RB France following the withdrawal of their finance company authorisations. The transaction is expected to close during the first quarter of 2024. The sale of the Issuer's last leasing activities is another milestone in the Orderly Resolution Plan, enabling the Issuer to further consolidate its operations."

**(iii) Ratings**

**The section entitled "Recent Developments" on pages 103-106 of the Base Prospectus shall be supplemented by inserting the below at the end of the abovementioned section:**

***"Ratings***

On January 2, 2024, S&P announced that it had downgraded the Issuer's non-guaranteed long and short-term debt credit ratings to BBB- stable outlook / A-3, as a result of the Issuer no longer being a credit institution."

**(iv) Management of Dexia's bond portfolio**

**The section entitled "Recent Developments" on pages 103-106 of the Base Prospectus shall be supplemented by inserting the below at the end of the abovementioned section:**

***"Management of Dexia's bond portfolio***

On February 5, 2024, Dexia announced it had signed an agreement enabling Mount Street to take over the servicing of Dexia's EUR 17 billion bond portfolio and a team of eight bond management experts, acting as Dexia's exclusive outsourced service provider for portfolio management services. Under the terms of the five-year contract, Mount Street, through its regulated business, Mount Street Portfolio Advisers GmbH, will undertake a range of services including asset management, trade execution, portfolio market data and valuation, and strategic advisory. This partnership reflects Dexia's objective, within the context of its orderly resolution, to ensure the continuity and quality of its portfolio management services."

**(v) Management of Dexia's credit back-office**

**The section entitled "Recent Developments" on pages 103-106 of the Base Prospectus shall be supplemented by inserting the below at the end of the abovementioned section:**

***"Management of Dexia's credit back-office***

On February 13, 2024, Dexia announced it had entered into a partnership entrusting Arkéa Banking Services for the management of Dexia's back-office credit processing. This partnership aims to reduce costs and limit Dexia's operational risks relating to back-office credit processing."

**(vi) Investment Company Act restrictions**

As a result of Dexia no longer being a credit institution and in order to comply with the Investment Company Act, the offer and sale of Notes to U.S. persons or investors located in the United States, and any transfers of Notes to such persons, are required to comply with Section 3(c)(7) of the Investment Company Act. Dexia therefore intends to supplement the Base Prospectus as follows:

**The third and fourth paragraphs on page ii of the Base Prospectus shall be deleted and replaced with the below:**

"Neither the Notes nor the Bi-Guarantor Guarantee have been or will be registered under the U.S. Securities Act of 1933, as amended, (the "**Securities Act**") or with any securities regulatory authority of any State or other jurisdiction of the United States, and the Notes may not be offered, sold or delivered within the United States, or to or for the account or benefit of U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")), except pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act, applicable U.S. state securities laws or pursuant to an effective registration statement. The Issuer has not registered and will not register as an investment company under the Investment Company Act of 1940, as amended (the "**Investment Company Act**") and intends to rely upon the exemption from registration under the Investment Company Act provided by Section 3(c)(7) thereunder. The Notes may be offered and sold outside of the United States to persons other than U.S. persons as defined in and in reliance on Regulation S and in the United States only to "qualified institutional buyers" (as defined in Rule 144 ("**Rule 144A**") under the Securities Act) (each, a "**QIB**") that are also "qualified purchasers" (as defined in section 2(a)(51)(A) of the Investment Company Act) (each, a "**QP**") and, in each case, in compliance with applicable securities laws. Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. For a description of these and certain further restrictions on offers, sales and transfers of Notes and distribution of this Base Prospectus, see "*Plan of Distribution*" and "*Transfer Restrictions*".

Unless otherwise specified in the applicable Pricing Supplement, the Notes will be issued in the form of one or more fully registered global securities (each, a "**Certificate**"), without coupons. Notes which are sold in the United States to QIBs that are also QPs ("**Restricted Notes**") will initially be represented by one or more permanent registered global certificates (each a "**Restricted Global Certificate**"), which will be deposited on the relevant issue date with a custodian (the "**Custodian**") for, and registered in the name of Cede & Co. as nominee for, The Depository Trust Company ("**DTC**"). Notes which are sold in an "offshore transaction" to persons other than U.S. persons as defined in and within the meaning of Regulation S ("**Unrestricted Notes**") will initially be represented by a registered global certificate (the "**Unrestricted Global Certificate**" and, together with the Restricted Global Certificate, the "**Global Certificates**"), which may be deposited on the relevant issue date (a) in the case of a Series intended to be cleared through DTC, with a Custodian for, and registered in the name of Cede & Co. as nominee for, DTC, (b) in the case of a Series intended to be cleared through Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, S.A. ("**Clearstream**"), with a common depository (the "**Common Depository**") on behalf of, or a common safekeeper (the "**Common Safekeeper**") for, Euroclear and Clearstream, and (c) in the case of a Series intended to be cleared through a clearing system other than, or in addition to, Euroclear and/or Clearstream or delivered outside a clearing system, as agreed between the Issuer and the relevant Dealer(s). If an Unrestricted Global Certificate is to be held under the New Safekeeping Structure (the "**NSS**"), which is intended to be eligible collateral for the Eurosystem monetary policy, it will be delivered on or prior to the original issue date of the relevant Tranche to the Common Safekeeper for Euroclear and Clearstream. Unrestricted Global Certificates which are not held under the NSS will be registered in the name of a nominee for, and deposited on the issue date of the relevant Tranche with the Common Depository on behalf of, Euroclear and Clearstream."

**The section entitled "*Important Notices*" on page 2 of the Base Prospectus shall be supplemented by deleting the fifth paragraph and replacing it with the below:**

"The Notes issued under the Programme and the Bi-Guarantor Guarantee relating thereto are being offered and sold in offshore transactions to persons other than U.S. persons as defined in and in reliance on Regulation S and/or, in the United States, only to QIBs that are also QPs in reliance on Rule 144A. Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the registration requirements of Section 5 of the Securities Act provided by Rule 144A. The Issuer has not registered and will not register as an investment company under the Investment Company Act

and intends to rely upon the exemption from registration under the Investment Company Act provided by Section 3(c)(7) thereunder. For a description of these restrictions and certain further restrictions on offers, sales and transfers of Notes and distribution of this Base Prospectus see "*Plan of Distribution*" and "*Transfer Restrictions*".

**The section entitled "*Overview of the Programme*" on pages 9-18 of the Base Prospectus shall be supplemented by deleting the paragraph under the sub-section entitled "*Form of Notes*" and replacing it with the below:**

"The Notes will be issued under a book-entry system in fully registered form only, registered in the name of a nominee for one or more clearing systems. Each Tranche of Notes will initially be represented by Global Certificates, which will be exchangeable for Definitive Certificates in certain limited circumstances. Notes sold to QIBs that are also QPs will initially be represented by one or more Restricted Global Certificates. Notes sold in an "offshore transaction" to persons other than U.S. persons as defined in and in reliance on Regulation S under the Securities Act will initially be represented by an Unrestricted Global Certificate."

**The section entitled "*Overview of the Programme*" on pages 9-18 of the Base Prospectus shall be supplemented by deleting the sub-section entitled "*Selling and Transfer Restrictions*" and replacing it with the below:**

**"Selling and Transfer Restrictions:**

The offer and sale of Notes will be subject to selling and transfer restrictions in various jurisdictions, in particular, those of the United States, France, Belgium, the United Kingdom, Switzerland, Luxembourg, Japan and Hong Kong. In particular, there are restrictions on the transfer of Notes sold pursuant to Rule 144A and Regulation S under the Securities Act and in connection with the Issuer's reliance on the exemption from registration under the Investment Company provided by Section 3(c)(7) thereunder.

Any Notes sold in the United States will be sold in private transactions to QIBs that are also QPs in accordance with the requirements of Rule 144A and will bear a legend specifying certain restrictions on transfer. See "*Plan of Distribution*" and "*Transfer Restrictions*". Further restrictions that may apply to a Series of Notes will be specified in the applicable Pricing Supplement.

Unless specified otherwise in the applicable Pricing Supplement, Regulation S Category 2 shall apply.

Notes may only be initially subscribed by investors qualifying as "Third Party Beneficiaries" (*Tiers Bénéficiaires*) under paragraph (a) or under paragraphs (c) through (f) of Schedule A to the Bi-Guarantor Guarantee or qualifying as QIBs."

**The section entitled "*Summary of provisions relating to the Notes while in Global Form*" on pages 87-90 of the Base Prospectus shall be supplemented by deleting the fourth paragraph under section 2 entitled "*Exchange of Interests in Global Certificates for Definitive Certificates*" and replacing it with the below:**

"If any of the events in the first or second paragraphs of this Section 2 occurs, the relevant Global Certificate shall be exchangeable in full for Definitive Certificates and the Issuer will, free of charge to the holders of the relevant Notes (but against such indemnity as the relevant Registrar or any relevant Paying Agent may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such exchange), cause sufficient Definitive Certificates to be executed and delivered to the relevant Registrar for completion and dispatch to the relevant holders of the relevant Notes. A person having an interest in a Restricted Global Certificate or an Unrestricted Global Certificate must provide the relevant Registrar with (a) a written order containing instructions and such other information as the Issuer and the relevant Registrar may require to complete, execute and deliver such Definitive Certificates and (b) in the case of the Restricted Global Certificate only, a fully completed, signed certification substantially to the effect that the exchanging holder is a QIB that is also a QP and is not transferring its interest at the time of such exchange or, in the case of simultaneous sale pursuant to Rule 144A, a certification that the transfer is being made in compliance with the provisions of Rule 144A to a QIB that is also a QP. Definitive Certificates issued in exchange for an interest in a Restricted Global Certificate shall bear the legend, if required, applicable to transfers pursuant to Rule 144A, as set out under "*Transfer Restrictions*"."

**The section entitled "*Plan of Distribution*" on pages 141-146 of the Base Prospectus shall be supplemented by deleting the first and second paragraphs under the sub-section entitled "*United States*" and replacing them with the below:**

"The Notes and the Bi-Guarantor Guarantee have not been and will not be registered under the Securities Act and the Notes 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, or in transactions not subject to, the registration requirements of the Securities Act. The Issuer has not registered and will not register as an investment company under the Investment Company Act and intends to rely upon the exemption from registration under the Investment Company Act provided by Section 3(c)(7) thereunder.

Dealers may arrange for the resale of Notes to QIBs that are also QPs pursuant to Rule 144A and each such purchaser of Notes is hereby notified that the Dealers may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. The minimum aggregate principal amount of Notes that may be purchased by a QIB that is also a QP pursuant to Rule 144A will be U.S. \$250,000 (or, if the Notes are denominated in a currency other than U.S. Dollars, the equivalent amount in any such currency as the date of issue of those Notes)."

**The section entitled "*Transfer Restrictions*" on pages 147-150 of the Base Prospectus shall be supplemented by deleting the sub-section entitled "*Restricted Notes*" and replacing it with the below:**

**"Restricted Notes**

Each purchaser of Notes (whether in definitive form or represented by a Global Certificate) within the United States sold in private transactions to QIBs that are also QPs in accordance with the requirements of Rule 144A which bear a legend specifying certain restrictions on transfer ("**Restricted Notes**"), by accepting delivery of this Base Prospectus, will be deemed to have represented, agreed and acknowledged that:

1. It is (a) a QIB and a QP, (b) acquiring such Restricted Notes for its own account, or for the account of one or more QIBs that are also QPs, (c) not an "affiliate" (as defined in Rule 144 under the Securities Act) of the Issuer and is not acting on behalf of the Issuer, and (d) aware, and each beneficial owner of the Restricted Notes has been advised, that the sale of the Restricted Notes to it is being made in reliance on Rule 144A under the Securities Act.
2. It, and each person for which it is acting, is not a broker-dealer which owns and invests on a discretionary basis less than US\$25 million in securities of unaffiliated issuers;
3. It, and each person for which it is acting, is not a participant-directed employee plan, such as a 401(k) plan, or a trust holding the assets of such plan unless the investment decisions with respect to such plan are made solely by the fiduciary, trustee or sponsor of such plan;

4. It, and each account for which it is purchasing or otherwise acquiring such Note (or beneficial interests therein), will purchase, hold or transfer at least US\$250,000 (or its equivalent in any other currency in which the Notes may be issued) of the Restricted Notes;
5. It, and each person for which it is acting, was not formed, reformed or recapitalized for the purpose of investing in the Notes and/or other securities of the Issuer (unless all of the beneficial owners of such entity's securities are both QIBs and QPs);
6. If it, or any person for which it is acting, is an investment company excepted from the Investment Company Act pursuant to Section 3(c)(1) or Section 3(c)(7) thereof (or a foreign investment company under Section 7(d) thereof relying on Section 3(c)(1) or 3(c)(7) with respect to its holders that are US persons) and was formed on or before April 30, 1996, it has received the consent of its beneficial owners who acquired their interests on or before April 30, 1996, with respect to its treatment as a QP in the manner required by Section 2(c)(51)(c) of the Investment Company Act and the rules promulgated thereunder;
7. It, and each person for which it is acting, is not a partnership, common trust fund or corporation, special trust, pension fund or retirement plan or other entity in which the partners, beneficiaries, beneficial owners, participants, shareholders or other equity owners, as the case may be, may designate the particular investments to be made, or the allocation thereof unless all such partners, beneficiaries, beneficial owners, participants, shareholders or other equity owners are both QIBs and QPs;
8. It, and each person for which it is acting, has not invested more than 40% of its assets in the Notes and/or other securities of the Issuer after giving effect to the purchase of the Restricted Notes (unless all of the beneficial owners of such entity's securities are both QIBs and QPs);
9. It, and each person for which it is acting, understands that the Issuer will not register as an investment company under the Investment Company Act and that the Issuer may be relying (without limiting the availability of other exemptions) on the exception from registration provided by Section 3(c)(7) of the Investment Company Act. It, and each person for which it is acting, also understands and agrees that the Issuer and the Issuing and Paying Agent in respect of the Restricted Notes shall have the right to request and receive such additional documents, certifications, representations and undertakings, from time to time, as the Issuer may deem necessary in order to comply with applicable legal requirements;
10. It, and each person for which it is acting, understands that any sale or transfer to a person that does not comply with the requirements set forth in paragraphs (1) through (9) hereof will be null and void ab initio and not honored by the Issuer;
11. It, and each person for which it is acting, agrees that the Issuer shall be entitled to require any holder of any Restricted Note that is determined not to have been both a QIB and a QP (or not to have met the other requirements set forth herein) at the time of acquisition of such note to sell such note in accordance with the provisions set forth herein;
12. It, and each person for which it is acting, understands that the Issuer may receive a list of the participants from DTC or any other depository holding beneficial interests in the Restricted Notes;
13. It, and each person for which it is acting, understands that the Restricted Notes have not been and will not be registered under the Securities Act and may not be offered, sold, pledged or otherwise transferred except (a) in accordance with Rule 144A to a person that it, and any person acting on its behalf, reasonably believes is a QIB that is also a QP purchasing for its own account or for the account of one or more QIBs that are QPs or (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S in each case in accordance with any applicable securities laws of any State of the United States;
14. It, and each person for which it is acting, will provide notice of these transfer restrictions to any subsequent transferees of Restricted Notes and agrees not to reoffer, resell, pledge or otherwise transfer the Restricted Notes or any beneficial interest therein, to any person except to a person that (x) meets all of the requirements of, and is able to provide the representations, agreements

and acknowledgements set out in, paragraphs (1) through this paragraph (14) and (y) agrees not to subsequently transfer Restricted Notes except in accordance with these transfer restrictions.

15. The Restricted Notes, unless the Issuer determines otherwise in accordance with applicable law, will bear a legend (the "**Legend**") in or substantially in the following form:

IF THIS CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER PERSON AS MAY BE NOMINATED BY THE DEPOSITORY TRUST COMPANY (DTC) FOR THE PURPOSE) (COLLECTIVELY, CEDE & CO.) AS NOMINEE FOR DTC, THEN, UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORISED REPRESENTATIVE OF DTC TO THE ISSUER OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT AND ANY CERTIFICATE ISSUED UPON REGISTRATION OF TRANSFER OR EXCHANGE OF THIS CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO. (OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORISED REPRESENTATIVE OF DTC) AND ANY PAYMENT HEREUNDER IS MADE TO CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, SINCE THE REGISTERED OWNER HEREOF, CEDE & CO. (OR, AS THE CASE MAY BE, SUCH OTHER PERSON), HAS AN INTEREST HEREIN.

NEITHER THE NOTES NOR ANY BENEFICIAL INTEREST THEREIN NOR THE BILGUARANTOR GUARANTEE THEREOF HAS BEEN OR WILL BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR THE SECURITIES LAWS OF ANY OTHER JURISDICTION. DEXIA (THE "**ISSUER**") HAS NOT REGISTERED, AND THE ISSUER DOES NOT INTEND TO REGISTER, AS AN INVESTMENT COMPANY UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). THE ISSUER INTENDS TO RELY ON AN EXCEPTION FROM REGISTRATION AS AN INVESTMENT COMPANY PROVIDED BY SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT, AND OFFERS AND SALES OF THE NOTES WILL BE MADE IN COMPLIANCE WITH SUCH EXCEPTION. THE ENTITLEMENT OF THE ISSUER TO RELY ON SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT SHALL NOT PRECLUDE THE ISSUER FROM RELYING ON ANOTHER BASIS FOR NOT BEING REQUIRED TO BE REGISTERED AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT.

NEITHER THE NOTES NOR ANY BENEFICIAL INTEREST THEREIN MAY BE REOFFERED, RESOLD, PLEDGED, EXCHANGED OR OTHERWISE TRANSFERRED IN VIOLATION OF THE SECURITIES ACT OR SUCH OTHER SECURITIES LAWS. EACH PERSON WHO PURCHASES OR OTHERWISE ACQUIRES A NOTE (OR A BENEFICIAL INTEREST THEREIN), BY PURCHASING OR OTHERWISE ACQUIRING SUCH INTEREST, IS DEEMED TO REPRESENT, WARRANT, ACKNOWLEDGE AND AGREE, FOR THE BENEFIT OF THE ISSUER, THAT IT AND ANY PERSON FOR WHICH IT IS ACTING WILL NOT REOFFER, RESELL, PLEDGE, EXCHANGE OR OTHERWISE TRANSFER THE NOTE OR ANY BENEFICIAL INTEREST THEREIN EXCEPT IN COMPLIANCE WITH THE SECURITIES ACT AND OTHER APPLICABLE LAWS AND EXCEPT TO A PERSON IT REASONABLY BELIEVES TO BE BOTH A QUALIFIED INSTITUTIONAL BUYER ("**QIB**"), AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**"), AND A QUALIFIED PURCHASER ("**QP**"), AS DEFINED IN SECTION 2(a)(51)(A) OF THE INVESTMENT COMPANY ACT, AND THE RULES AND REGULATIONS THEREUNDER, IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A (IN WHICH CASE IT WILL INFORM SUCH PERSON THAT THE TRANSFER TO SUCH PERSON IS BEING MADE IN RELIANCE ON RULE 144A).

EACH INITIAL PURCHASER OF A NOTE, AND EACH SUBSEQUENT PURCHASER OR TRANSFEREE OF A NOTE (OR A BENEFICIAL INTEREST THEREIN), BY PURCHASING OR ACCEPTING SUCH NOTE (OR A BENEFICIAL INTEREST

THEREIN), WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED, ACKNOWLEDGED AND AGREED, THAT:

- (1) IT IS (A) A QIB AND A QP, (B) ACQUIRING THE NOTES FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF ONE OR MORE QIBS THAT ARE QPS, (C) NOT AN "AFFILIATE" (AS DEFINED IN RULE 144) OF THE ISSUER AND IS NOT ACTING ON BEHALF OF THE ISSUER, AND (D) AWARE, AND EACH BENEFICIAL OWNER OF THE NOTES HAS BEEN ADVISED, THAT THE SALE OF THE NOTES TO IT IS BEING MADE IN RELIANCE ON RULE 144A;
- (2) IT, AND EACH PERSON FOR WHICH IT IS ACTING, IS NOT A BROKER-DEALER WHICH OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN US\$25 MILLION IN SECURITIES OF UNAFFILIATED ISSUERS;
- (3) IT, AND EACH PERSON FOR WHICH IT IS ACTING, IS NOT A PARTICIPANT-DIRECTED EMPLOYEE PLAN, SUCH AS A 401(k) PLAN, OR A TRUST HOLDING THE ASSETS OF SUCH PLAN UNLESS THE INVESTMENT DECISIONS WITH RESPECT TO SUCH PLAN ARE MADE SOLELY BY THE FIDUCIARY, TRUSTEE OR SPONSOR OF SUCH PLAN;
- (4) IT, AND EACH ACCOUNT FOR WHICH IT IS PURCHASING OR OTHERWISE ACQUIRING SUCH NOTE (OR BENEFICIAL INTERESTS THEREIN), WILL PURCHASE, HOLD OR TRANSFER AT LEAST US\$250,000 (OR ITS EQUIVALENT IN ANY OTHER CURRENCY IN WHICH THE NOTES MAY BE ISSUED) OF THE NOTES (OR BENEFICIAL INTERESTS THEREIN);
- (5) IT, AND EACH PERSON FOR WHICH IT IS ACTING, WAS NOT FORMED, REFORMED OR RECAPITALIZED FOR THE PURPOSE OF INVESTING IN THE NOTES AND/OR OTHER SECURITIES OF THE ISSUER (UNLESS ALL OF THE BENEFICIAL OWNERS OF SUCH ENTITY'S SECURITIES ARE BOTH QIBs AND QPs);
- (6) IF IT, OR ANY PERSON FOR WHICH IT IS ACTING, IS AN INVESTMENT COMPANY EXCEPTED FROM THE INVESTMENT COMPANY ACT PURSUANT TO SECTION 3(c)(1) OR SECTION 3(c)(7) THEREOF (OR A FOREIGN INVESTMENT COMPANY UNDER SECTION 7(d) THEREOF RELYING ON SECTION 3(c)(1) OR 3(c)(7) WITH RESPECT TO ITS HOLDERS THAT ARE US PERSONS) AND WAS FORMED ON OR BEFORE APRIL 30, 1996, IT HAS RECEIVED THE CONSENT OF ITS BENEFICIAL OWNERS WHO ACQUIRED THEIR INTERESTS ON OR BEFORE APRIL 30, 1996, WITH RESPECT TO ITS TREATMENT AS A QP IN THE MANNER REQUIRED BY SECTION 2(c)(51)(C) OF THE INVESTMENT COMPANY ACT AND THE RULES PROMULGATED THEREUNDER;
- (7) IT, AND EACH PERSON FOR WHICH IT IS ACTING, IS NOT A PARTNERSHIP, COMMON TRUST FUND OR CORPORATION, SPECIAL TRUST, PENSION FUND OR RETIREMENT PLAN OR OTHER ENTITY IN WHICH THE PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS, AS THE CASE MAY BE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, OR THE ALLOCATION THEREOF UNLESS ALL SUCH PARTNERS, BENEFICIARIES, BENEFICIAL OWNERS, PARTICIPANTS, SHAREHOLDERS OR OTHER EQUITY OWNERS ARE BOTH QIBs AND QPs;

- (8) IT, AND EACH PERSON FOR WHICH IT IS ACTING, HAS NOT INVESTED MORE THAN 40% OF ITS ASSETS IN THE NOTES (OR BENEFICIAL INTERESTS THEREIN) AND/OR OTHER SECURITIES OF THE ISSUER AFTER GIVING EFFECT TO THE PURCHASE OF THE NOTES (OR BENEFICIAL INTERESTS THEREIN) (UNLESS ALL OF THE BENEFICIAL OWNERS OF SUCH ENTITY'S SECURITIES ARE BOTH QIBs AND QPs);
- (9) IT, AND EACH PERSON FOR WHICH IT IS ACTING, UNDERSTANDS THAT THE ISSUER WILL NOT REGISTER AS AN INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT AND THAT THE ISSUER MAY BE RELYING (WITHOUT LIMITING THE AVAILABILITY OF OTHER EXEMPTIONS) ON THE EXCEPTION FROM REGISTRATION PROVIDED BY SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT. IT, AND EACH PERSON FOR WHICH IT IS ACTING, ALSO UNDERSTANDS AND AGREES THAT THE ISSUER AND THE ISSUING AND PAYING AGENT IN RESPECT OF THE NOTES SHALL HAVE THE RIGHT TO REQUEST AND RECEIVE SUCH ADDITIONAL DOCUMENTS, CERTIFICATIONS, REPRESENTATIONS AND UNDERTAKINGS, FROM TIME TO TIME, AS THE ISSUER MAY DEEM NECESSARY IN ORDER TO COMPLY WITH APPLICABLE LEGAL REQUIREMENTS;
- (10) IT, AND EACH PERSON FOR WHICH IT IS ACTING, UNDERSTANDS THAT ANY SALE OR TRANSFER TO A PERSON THAT DOES NOT COMPLY WITH THE REQUIREMENTS SET FORTH IN PARAGRAPHS (1) THROUGH (16) HEREOF WILL BE NULL AND VOID AB INITIO AND NOT HONORED BY THE ISSUER;
- (11) IT, AND EACH PERSON FOR WHICH IT IS ACTING, AGREES THAT THE ISSUER SHALL BE ENTITLED TO REQUIRE ANY HOLDER OF ANY NOTE (OR A HOLDER OF A BENEFICIAL INTEREST THEREIN) THAT IS DETERMINED NOT TO HAVE BEEN BOTH A QIB AND A QP (OR NOT TO HAVE MET THE OTHER REQUIREMENTS SET FORTH HEREIN) AT THE TIME OF ACQUISITION OF SUCH NOTE (OR SUCH BENEFICIAL INTEREST) TO SELL SUCH NOTE (OR SUCH BENEFICIAL INTEREST THEREIN) IN ACCORDANCE WITH THE PROVISIONS SET FORTH HEREIN;
- (12) IT, AND EACH PERSON FOR WHICH IT IS ACTING, UNDERSTANDS THAT THE ISSUER MAY RECEIVE A LIST OF THE PARTICIPANTS FROM THE DEPOSITORY TRUST COMPANY OR ANY OTHER DEPOSITORY HOLDING BENEFICIAL INTERESTS IN THE NOTES (I.E., IN THE BOOK-ENTRY NOTES); AND
- (13) IT, AND EACH PERSON FOR WHICH IT IS ACTING, WILL PROVIDE NOTICE OF THESE TRANSFER RESTRICTIONS TO ANY SUBSEQUENT TRANSFEREES AND AGREES NOT TO REOFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER THE NOTES OR ANY BENEFICIAL INTEREST THEREIN, TO ANY PERSON EXCEPT TO A PERSON THAT (X) MEETS ALL OF THE REQUIREMENTS SET FORTH IN PARAGRAPHS (1) THROUGH (16) HEREOF AND (Y) AGREES NOT TO SUBSEQUENTLY TRANSFER THE NOTES OR ANY BENEFICIAL INTEREST THEREIN EXCEPT IN ACCORDANCE WITH THESE TRANSFER RESTRICTIONS.

- (14) IF THE PURCHASER OR ANY SUBSEQUENT TRANSFEREE OF A NOTE (OR A BENEFICIAL INTEREST THEREIN) IS DETERMINED NOT TO HAVE BEEN BOTH A QIB AND A QP (OR NOT TO HAVE MET THE OTHER REQUIREMENTS SET FORTH HEREIN) AT THE TIME IT ACQUIRED SUCH NOTE (OR BENEFICIAL INTEREST THEREIN), THE ISSUER MAY REDEEM (OR REPURCHASE) SUCH NOTE (OR BENEFICIAL INTEREST THEREIN) OR COMPEL SUCH PERSON TO SELL SUCH NOTE (OR BENEFICIAL INTEREST THEREIN), WITHIN 30 DAYS AFTER NOTICE OF THE SALE REQUIREMENT IS GIVEN, TO A PERSON THAT IS BOTH A QIB AND A QP (AND MEETS THE OTHER REQUIREMENTS SET FORTH HEREIN) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A. IF SUCH PERSON FAILS TO EFFECT THE SALE WITHIN SUCH 30-DAY PERIOD, THE ISSUER MAY REDEEM (OR REPURCHASE) SUCH NOTE (OR BENEFICIAL INTEREST THEREIN) OR CAUSE SUCH PERSON'S NOTE (OR BENEFICIAL INTEREST THEREIN) TO BE TRANSFERRED IN A COMMERCIALY REASONABLE SALE (CONDUCTED IN ACCORDANCE WITH SECTIONS 9-610, 9-611 AND 9-627 OF THE UNIFORM COMMERCIAL CODE AS APPLIED TO SECURITIES THAT ARE SOLD ON A RECOGNIZED MARKET OR THAT MAY DECLINE SPEEDILY IN VALUE) TO A TRANSFEREE THAT CERTIFIES TO THE ISSUER AND THE ISSUING AND PAYING AGENT IN RESPECT OF THE NOTES THAT IT IS BOTH A QIB AND A QP (AND MEETS THE OTHER REQUIREMENTS SET FORTH HEREIN) AND IS AWARE THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, TOGETHER WITH THE OTHER ACKNOWLEDGEMENTS, REPRESENTATIONS AND AGREEMENTS DEEMED TO BE MADE BY A TRANSFEREE OF A NOTE OR BENEFICIAL INTEREST THEREIN TAKING DELIVERY OF AN INTEREST IN A NOTE.
- (15) EACH PURCHASER OR TRANSFEREE OF A NOTE, BY PURCHASING OR ACCEPTING A NOTE (OR A BENEFICIAL INTEREST THEREIN) WILL ALSO BE DEEMED TO HAVE REPRESENTED, WARRANTED, ACKNOWLEDGED AND AGREED, THAT IT, AND EACH PERSON FOR WHICH IT IS ACTING, UNDERSTANDS THAT SUCH NOTE (OR BENEFICIAL INTEREST THEREIN) IS BEING OFFERED AND MAY BE TRANSFERRED ONLY IN TRANSACTIONS NOT INVOLVING ANY PUBLIC OFFERING WITHIN THE MEANING OF THE SECURITIES ACT AND MUST BE PREPARED TO HOLD SUCH NOTE (OR BENEFICIAL INTEREST THEREIN) UNTIL MATURITY.
- (16) THE NOTES AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME BY THE ISSUER, WITHOUT THE CONSENT OF BUT UPON NOTICE TO THE DEALERS FOR THE NOTES AND TO THE HOLDERS OF THE NOTES SENT TO THEIR REGISTERED ADDRESSES, TO (1) MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THE NOTES AND/OR BENEFICIAL INTERESTS THEREIN TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO REALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY OR (2) ENABLE THE ISSUER TO RELY UPON ANY EXCLUSION FROM THE DEFINITION OF INVESTMENT COMPANY UNDER THE INVESTMENT COMPANY ACT THAT MAY BECOME AVAILABLE, PROVIDED, IN EACH CASE, THAT NO SUCH AMENDMENT OR SUPPLEMENT SHALL HAVE A

MATERIAL ADVERSE EFFECT UPON HOLDERS OF THE NOTES OR OWNERS OF BENEFICIAL INTERESTS IN THE NOTES. THE HOLDERS OF THE NOTES, BY PURCHASING OR ACCEPTING THE NOTES, AGREE TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER THEREOF AND ALL FUTURE HOLDERS OF THEREOF AND ANY NOTES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFOR, WHETHER OR NOT ANY NOTATION THEREOF IS MADE THEREON).

BY PURCHASING OR ACCEPTING A NOTE, THE HOLDER THEREOF AGREES TO TREAT SUCH NOTE FOR PURPOSES OF UNITED STATES FEDERAL, STATE AND LOCAL INCOME OR FRANCHISE TAXES AND ANY OTHER TAXES IMPOSED ON OR MEASURED BY INCOME, AS INDEBTEDNESS OF THE ISSUER AND TO REPORT THE NOTES ON ALL APPLICABLE TAX RETURNS IN A MANNER CONSISTENT WITH SUCH TREATMENT.

BY ITS PURCHASE AND HOLDING OF A SECURITY (OR INTEREST THEREIN), EACH PURCHASER AND EACH TRANSFEREE WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED, ON EACH DAY FROM THE DATE ON WHICH THE PURCHASER OR TRANSFEREE ACQUIRES SUCH SECURITY (OR INTEREST THEREIN) THROUGH TO AND INCLUDING THE DATE ON WHICH THE PURCHASER OR TRANSFEREE DISPOSES OF SUCH SECURITY (OR INTEREST THEREIN), EITHER THAT (1) IT IS NOT, AND IS NOT ACTING ON BEHALF OF, OR WITH THE ASSETS OF, AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN AND SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR AN ENTITY WHOSE ASSETS ARE TREATED AS ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN, OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN WHICH IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (2) ITS ACQUISITION, HOLDING AND DISPOSITION OF A SECURITY (OR INTEREST THEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, A VIOLATION OF ANY SUBSTANTIALLY SIMILAR PROVISIONS OF ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION).

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORISED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY DEFINITIVE CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORISED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORISED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

16. It understands that the Issuer, each Registrar, the Dealer(s) and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. If it is acquiring any Notes for the account of one or more QIBs that are also QPs, it represents that it has sole investment discretion with respect to each of those accounts and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.
17. It understands that the Restricted Notes will be represented by a Restricted Global Certificate. Before any interest in a Restricted Global Certificate may be offered, sold, pledged or otherwise

transferred to a person who takes delivery in the form of an interest in the Unrestricted Global Certificate, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws.

18. By its purchase or acquisition of a Restricted Note (or interest therein), it represents and warrants, on each day from the date on which it acquires a Restricted Note (or interest therein) through to and including the date on which it disposes of such Restricted Note (or interest therein), either that (a) it is not, and is not acting on behalf of, or with the assets of, a Plan or an entity whose underlying assets include the assets of any Plan or a governmental, church or non-U.S. plan which is subject to any U.S. federal, state, local or non-U.S. law or regulation that is substantially similar to the provisions of section 406 of ERISA or section 4975 of the Code or (b) its acquisition, holding and disposition of such Restricted Note (or interest therein) will not constitute or result in a non-exempt prohibited transaction under section 406 of ERISA or section 4975 of the Code (or, in the case of a governmental, church or non-U.S. plan, a violation of any substantially similar provisions of any U.S. federal, state, local or non-U.S. law or regulation). Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A under the Securities Act.
19. Each purchaser or transferee of a Restricted Note that is a Plan shall be deemed to represent, warrant and agree that (i) none of the Issuer, the Fiscal Agent, the Dealers nor any of their affiliates is a fiduciary of, or has provided, and none of them will provide, any investment advice within the meaning of Section 3(21) of ERISA to it or to any Plan Fiduciary in connection with its decision to invest in the Restricted Note, and they are not otherwise undertaking to act as a fiduciary, as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Code, to the Plan or the Plan Fiduciary in connection with the Plan's acquisition of the Restricted Note (unless a statutory or administrative exemption applies (all of the applicable conditions of which are satisfied) or the transaction is not otherwise prohibited); and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the Restricted Note."

**The section entitled "*Transfer Restrictions*" on pages 147-150 of the Base Prospectus shall be supplemented by deleting bullet points numbered 2 and 3 under the sub-section entitled "*Unrestricted Notes*" and replacing with the below:**

"2. It understands that such Unrestricted Notes have not been and will not be registered under the Securities Act and it will not offer, sell, pledge or otherwise transfer such Unrestricted Notes except (a) in accordance with Rule 144A under the Securities Act to a person that it and any person acting on its behalf reasonably believes is a QIB and a QP purchasing for its own account, or for the account of one or more QIBs that are also QPs, or (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any state of the United States.

3. It understands that the Unrestricted Notes, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend in or substantially in the following form:

"THIS SECURITY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. UNTIL THE EXPIRY OF THE PERIOD OF 40 DAYS AFTER THE COMPLETION OF THE DISTRIBUTION OF THE TRANCHE OF NOTES OF WHICH THIS NOTE FORMS PART, SALES MAY NOT BE MADE IN THE UNITED STATES OR TO U.S. PERSONS UNLESS MADE (I) PURSUANT TO RULE 903 OR 904 OF REGULATION S UNDER THE SECURITIES ACT OR (II) TO QUALIFIED INSTITUTIONAL BUYERS (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) THAT ARE ALSO QUALIFIED PURCHASERS (AS DEFINED IN SECTION 2(A)(51)(A) OF THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED) IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT.

BY ITS PURCHASE AND HOLDING OF A SECURITY (OR INTEREST THEREIN), EACH PURCHASER AND EACH TRANSFEREE WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED, ON EACH DAY FROM THE DATE ON WHICH THE PURCHASER OR TRANSFEREE ACQUIRES SUCH SECURITY (OR INTEREST THEREIN) THROUGH TO AND INCLUDING THE DATE ON WHICH THE PURCHASER OR TRANSFEREE DISPOSES OF SUCH SECURITY (OR INTEREST THEREIN), EITHER THAT (1) IT IS NOT, AND IS NOT ACTING ON BEHALF OF, OR WITH THE ASSETS OF, AN "EMPLOYEE BENEFIT PLAN" AS DEFINED IN AND SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR A "PLAN" AS DEFINED IN AND SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR AN ENTITY WHOSE ASSETS ARE TREATED AS ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN, OR A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN WHICH IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR (2) ITS ACQUISITION, HOLDING AND DISPOSITION OF A SECURITY (OR INTEREST THEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, A VIOLATION OF ANY SUBSTANTIALLY SIMILAR PROVISIONS OF ANY U.S. FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION). ""

**The section entitled "*Clearing and Settlement*" on pages 151-154 of the Base Prospectus shall be supplemented by deleting paragraph 2 under the sub-section entitled "*Transfers of Notes*" and replacing with the below:**

"Beneficial interests in an Unrestricted Global Certificate may be held through DTC, Euroclear or Clearstream. In the case of Notes to be cleared through DTC, Euroclear, and/or Clearstream, transfers may be made at any time by a holder of an interest in an Unrestricted Global Certificate to a transferee who wishes to take delivery of such interest through a Restricted Global Certificate for the same Series of Notes, provided that any such transfer relating to the Notes represented by such Unrestricted Global Certificate will only be made upon receipt by any Transfer Agent of a written certificate from DTC, Euroclear or Clearstream, as the case may be (based on a written certificate from the transferor of such interest), to the effect that such transfer is being made to a person whom the transferor, and any person acting on its behalf, reasonably believes is a QIB that is also a QP in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States. Any such transfer of the Notes represented by such Unrestricted Global Certificate will only be made upon request through DTC, Euroclear or Clearstream by the holder of an interest in the Unrestricted Global Certificate to the Fiscal Agent of details of that account at DTC to be credited with the relevant interest in the Restricted Global Certificate. Transfers at any time by a holder of any interest in the Restricted Global Certificate to a transferee who takes delivery of such interest through an Unrestricted Global Certificate will only be made upon delivery to any Transfer Agent of a certificate setting forth compliance with the provisions of Regulation S and giving details of the account at DTC, Euroclear or Clearstream, as the case may be, to be credited and debited, respectively, with an interest in each relevant Global Certificate."

**The section entitled "*Clearing and Settlement*" on pages 151-154 of the Base Prospectus shall be supplemented by deleting sub-paragraph (ii) under the sub-section entitled "*Definitive Certificates*" and replacing with the below:**

"(ii) in the case of a Restricted Global Certificate only, a fully completed, signed certification substantially to the effect that the exchanging holder is a QIB and a QP and is not transferring its interest at the time of such exchange, or in the case of a simultaneous resale pursuant to Rule 144A, a certification that the transfer is being made in compliance with the provisions of Rule 144A to a QIB that is also a QP. Definitive Certificates issued pursuant to this paragraph (ii) shall bear the legends applicable to transfers pursuant to Rule 144A."

**The section entitled "*Form of Pricing Supplement*" on pages 161-174 of the Base Prospectus shall be supplemented by deleting paragraph 32 entitled "*U.S. Selling Restrictions*" and replacing with the below:**

"32. U.S. Selling Restrictions:

[Rule 144A/Section 3(c)(7) and Reg. S Category 2]

There are restrictions on the sale and transfer of securities and the distribution of offering materials in the United States. Neither the Notes nor the Bi-Guarantor Guarantee have been or will be registered under the Securities Act or with any securities regulatory authority of any State or other jurisdiction of the United States, and the Notes may not be offered, sold or delivered within the United States, or to or for the account or benefit of U.S. persons, except pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act, applicable U.S. state securities laws or pursuant to an effective registration statement. The Issuer has not registered and will not register as an investment company under the Investment Company Act and intends rely upon the exemption from registration under the Investment Company Act provided by Section 3(c)(7) thereunder.

The Notes may be offered and sold outside of the United States to persons other than U.S. persons as defined in and in reliance on Regulation S and in the United States only QIBs that are also QPs and, in each case, in compliance with applicable securities laws. Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. See "Plan of Distribution" and "Selling and Transfer Restrictions" in the Base Prospectus.

*[If the Notes are to be fungible with Rule 144A Notes, consider the U.S. tax implication of original issue discount.]"*

#### **(vii) Amending the Terms and Conditions of the Notes**

As a result of Dexia no longer being a credit institution, the Terms and Conditions of the Notes on pages 45-86 of the Base Prospectus shall be amended in respect of Notes issued after the date of this Supplement as set out below:

**The third paragraph on page 45 of the Base Prospectus shall be deleted and replaced with the below:**

"The Notes may be issued from time to time by Dexia (the "**Issuer**"), pursuant to an Amended and Restated Agency Agreement dated March 5, 2024 (as further amended or supplemented as at the date of issue of the Notes (the "**Issue Date**"), the "**Agency Agreement**"), between the Issuer, Deutsche Bank AG, London Branch as fiscal agent (the "**Fiscal Agent**"), issuing and paying agent (together with the Fiscal Agent and any additional or other paying agents in respect of the Notes from time to time appointed, the "**Paying Agents**"), calculation agent (the "**Calculation Agent**") and exchange rate agent (the "**Exchange Rate Agent**"), Deutsche Bank Trust Company Americas as U.S. registrar, U.S. paying agent and U.S. transfer agent (together with any additional or other transfer agents in respect of the Notes from time to time appointed, the "**Transfer Agents**"), Deutsche Bank Luxembourg S.A. as registrar (the "**Registrar**") and Luxembourg transfer agent and Banque Internationale à Luxembourg as Luxembourg

paying agent and Luxembourg listing agent. Determinations with regard to the Notes shall be made by the Calculation Agent (as described in Condition 5) specified in the applicable Pricing Supplement in the manner specified in such Pricing Supplement."

**Condition 2 (*Transfers of Notes*) shall be deleted and replaced with the below:**

**"2. Transfers of Notes**

**(a) *Transfers of Interests in Global Certificates***

Transfers of beneficial interests in Global Certificates will be effected by DTC, Euroclear or Clearstream, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Global Certificate will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for a beneficial interest in another Global Certificate, and in certain circumstances, Definitive Certificates, only in the authorised denominations set out in the applicable Pricing Supplement and only in accordance with the rules and operating procedures for the time being of DTC, Euroclear or Clearstream, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement. Transfers of a Global Certificate registered in the name of DTC or a nominee for DTC shall be limited to transfers of such Global Certificate, in whole but not in part, to a nominee of DTC or to a successor of DTC or such successor's nominee.

**(b) *Transfers of Interests in Restricted Global Certificates***

Transfers of beneficial interests in Restricted Global Certificates may be made:

- (i) to a transferee who takes delivery of such interest through an Unrestricted Global Certificate, upon receipt by the Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S and that, in the case of an Unrestricted Global Certificate registered in the name of a nominee for DTC, if such transfer is being made prior to expiry of the applicable Distribution Compliance Period, the interests in the Notes being transferred will be held immediately thereafter through Euroclear and/or Clearstream; or
- (ii) to a transferee who takes delivery of such interest through a Restricted Global Certificate where the transferee is a person whom the transferor reasonably believes is a QIB that is also a QP in a transaction meeting the requirements of Rule 144A, without certification; or
- (iii) otherwise pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable U.S. securities laws,

and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

Upon the transfer, exchange or replacement of Notes representing a beneficial interest in a Restricted Global Certificate, or upon specific request for removal of the Legend, the Registrar shall deliver only Restricted Notes or refuse to remove the Legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

**(c) *Transfers of Interests in Unrestricted Global Certificates***

Prior to expiry of the applicable Distribution Compliance Period, transfers of a beneficial interest in an Unrestricted Global Certificate to a transferee in the United States or who is a U.S. person will only be made:

- (i) upon receipt by the Registrar of a written certification substantially in the form set out in the Agency Agreement, amended as appropriate (a "**Transfer Certificate**"), copies of which are available from the specified office of any Transfer Agent, from the transferor of the Note or beneficial interest therein to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB that is also a QP in a transaction meeting the requirements of Rule 144A; or
- (ii) otherwise pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable U.S. securities laws,

and, in each case, in accordance with any applicable securities laws of any State of the United States or any other jurisdiction.

In the case of paragraph (i) above, such transferee may take delivery of such interest through a Restricted Note. After expiry of the applicable Distribution Compliance Period (A) beneficial interests in Unrestricted Global Certificates registered in the name of a nominee for DTC may be held through DTC directly, by a participant in DTC, or indirectly through a participant in DTC and (B) such certification requirements will no longer apply to such transfers.

(d) ***Issuance, Exchanges and Transfers of Definitive Certificates***

Each new Definitive Certificate to be issued upon transfer of Notes will, within five business days of receipt by the Registrar or the relevant Agent of the duly completed form of transfer endorsed on the relevant Note, be mailed by uninsured mail at the risk of the holder entitled to the Note to the address specified in the form of transfer. For the purposes of this Condition **Error! Reference source not found.**, "**business day**" shall mean a day on which banks are open for business in the city in which the specified office of the Agent with whom a Note is deposited in connection with a transfer is located.

Except in the limited circumstances described herein (see "*Summary of Provisions Relating to the Notes While in Global Form—Exchange of Interests in Global Certificates for Definitive Certificates*"), owners of interests in the Notes will not be entitled to receive physical delivery of Notes. Issues of Definitive Certificates upon transfer of Notes are subject to compliance by the transferor and transferee with the certification procedures described herein and in the Agency Agreement and, in the case of Restricted Notes, compliance with the Legend.

Holders of Definitive Certificates may exchange such Notes for interests in a Global Certificate of the same type at any time, subject to compliance with all applicable legal and regulatory restrictions and upon the terms and subject to the conditions set forth in the Agency Agreement.

(e) ***Exercise of Options or Partial Redemption in Respect of Notes***

In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Global Certificates will be governed by the standard procedures of DTC, Euroclear and/or Clearstream, (to be reflected in the records of DTC, Euroclear and Clearstream as a reduction in nominal amount, at their discretion) or any Alternative Clearing System.

Where some but not all of the Notes in respect of which a Definitive Certificate is issued are to be transferred, a new Definitive Certificate in respect of the Notes not so transferred will, within five business days of receipt by the Registrar or the relevant Agent of the original Definitive Certificate, be mailed by uninsured mail at the risk of the holder of the Notes not so transferred to the address of such holder appearing on the register of Noteholders or as specified in the form of transfer.

(f) ***Transfer Free of Charge***

Transfer of Notes on registration, transfer, partial redemption or exercise of an option will be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, except for any costs or expenses of delivery other than by regular uninsured mail and upon payment (or the giving of such

indemnity as the Registrar or the relevant Transfer Agent may require in respect thereof) of any tax or other governmental charges which may be imposed in relation to it.

(g) ***Closed Periods***

No Noteholder may require the transfer of a Note to be registered (i) during the period of 15 days ending on the due date for redemption of that Note, (ii) during the period of 15 days prior to any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 6(b), (iii) after any such Note has been called for redemption in whole or in part or (iv) during the period of seven days ending on (and including) any Record Date.

(h) ***Compulsory Transfer***

If, at any time, the Issuer determines that any beneficial owner of Notes, or any account for which such beneficial owner purchased Notes, who is required to be a QIB that is also a QP is not a QIB that is also a QP, the Issuer may redeem such Note (or beneficial interest therein) at its principal amount, together with any accrued interest to the date set for redemption, or compel such person to sell such Note (or beneficial interest therein), within 30 days after notice of the sale requirement is given, to a person that is both a QIB and a QP (and meets the other requirements set forth in the Legend) in a transaction meeting the requirements of Rule 144A.

If such person fails to effect the sale within such 30-day period, the Issuer may redeem such Note (or beneficial interest therein) at its principal amount, together with any accrued interest to the date set for redemption, or cause such person's Note (or beneficial interest therein) to be transferred in a commercially reasonable sale (conducted in accordance with Sections 9-610, 9-611 and 9-627 of the Uniform Commercial Code as applied to securities that are sold on a recognized market or that may decline speedily in value) to a transferee that certifies to the Issuer and the Registrar in respect of the Notes that it is both a QIB and a QP (and meets the other requirements set forth in the Legend) and is aware that the transfer is being made in reliance on Rule 144A, together with the other acknowledgements, representations and agreements deemed to be made by a transferee of a Note or beneficial interest therein taking delivery of an interest in a Note.

The Issuer has the right to refuse to permit a transfer of interests in such Notes to a person who is not both a QIB and a QP.

(i) ***Definitions***

In the Conditions, the following expressions shall have the following meanings:

**"Distribution Compliance Period"** means the period that ends 40 days after the completion of the distribution of each Tranche of Notes, as certified by the relevant Dealer (in the case of a non-syndicated issue) or the relevant Representative (in the case of a syndicated issue and as defined in the relevant subscription agreement);

**"Investment Company Act"** means the U.S. Investment Company Act of 1940, as amended;

**"QIB"** means a "qualified institutional buyer" within the meaning of Rule 144A;

**"QP"** means a "qualified purchaser" within the meaning of section 2(a)(51)(a) of the Investment Company Act;

**"Restricted Note(s)"** means Notes initially (whether in definitive form or represented by a Global Certificate) sold in private transactions to QIBs that are also QPs in accordance with the requirements of Rule 144A and in reliance on the exemption from registration under the Investment Company provided by Section 3(c)(7) of the Investment Company Act which bear a legend specifying certain restrictions on transfer (the "**Legend**");

**"Regulation S"** means Regulation S under the Securities Act;

**"Restricted Global Certificate"** means a Global Certificate representing Notes sold in the United States to QIBs that are also QPs;

"**Rule 144A**" means Rule 144A under the Securities Act;

"**Securities Act**" means the U.S. Securities Act of 1933, as amended;

"**Unrestricted Global Certificate**" means a Global Certificate representing Notes sold outside the United States to non-U.S. persons in reliance on Regulation S; and

"**U.S. person**" has the meaning given to such term in Regulation S.

(j) **Regulations**

All transfers of Notes and entries on the register of Noteholders will be made subject to the detailed regulations concerning transfer of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar. A copy of the current regulations may be obtained (free of charge) by any Noteholder in electronic form from the Registrar upon a written request therefor to the Registrar."

**Condition 6(c) (*Purchases*) shall be deleted and replaced with the below:**

"(e) **Purchases**

The Issuer shall have the right at all times to purchase Notes in the open market or otherwise at any price.

Such Notes (including any Notes purchased by it pursuant to Condition 2(h) (*Compulsory Transfer*) may be held, reissued or, resold (provided that such resale is outside the United States or, in the case of any Notes resold pursuant to Rule 144A, is only made to QIBs that are also QPs and is otherwise in compliance with all applicable laws) or, at the option of the Issuer, surrendered to the Registrar for cancellation in all cases in accordance with all applicable laws and regulations."

**Condition 16 (*Bail-In*) shall be deleted in its entirety.**

**Condition 17(e) (*Service of Process in the United States*) shall be deleted and replaced with the below:**

"(e) **Service of Process in the United States**

The Issuer appoints Dexia Financial Products Services LLC, presently at 575 Fifth Avenue, 14<sup>th</sup> floor, New York, NY. 10017 as its agent for service of process in any Proceedings in New York or in the United States Federal Courts sitting in the City of New York. Such service shall be deemed completed on delivery to such address (whether or not it is forwarded to and received by the Issuer). If for any reason the Issuer no longer has such an agent in New York City, the Issuer irrevocably agrees to appoint a substitute process agent and shall immediately notify Noteholders of such appointment in accordance with Condition 14. Nothing shall affect the right to serve process in any other manner permitted by law."

**(viii) Risk Factors**

**The section entitled "Risks Related to a Particular Issue of Notes under the Programme" on pages 39-44 of the Base Prospectus shall be supplemented by inserting the below at the beginning of the section:**

"Notes sold in the United States may only held by QIBs that are also QPs and may be subject to a compulsory transfer provisions. Notes sold in the United States must only be offered, sold, pledged or otherwise transferred to a QIB that is also a QP. If, at any time, the Issuer determines that any beneficial owner of a Note, or any account for which such beneficial owner purchased Notes, who is required to be a QIB that is also a QP is not a QIB that is also a QP, the Issuer may in accordance with Condition 2(h) (*Compulsory Transfer*) either (i) redeem such Note (or beneficial interest therein) at its principal amount, together with any accrued interest to the date set for redemption, or (ii) compel such person to sell such Note (or beneficial interest therein) within 30 days after notice is given, to a person that is both a QIB and a QP (and meets the other requirements set forth in the Legend) in a transaction meeting the requirements of Rule 144A. If such person fails to effect the sale within such 30-day period, the Issuer may redeem such Note at its principal amount, together with accrued interest to the date set for redemption, or cause such person's Note to be transferred in a commercially reasonable sale (conducted

in accordance with Sections 9-610, 9-611 and 9-627 of the Uniform Commercial Code as applied to securities that are sold on a recognized market or that may decline speedily in value) to a transferee that certifies to the Issuer and the Registrar that it is both a QIB and a QP (and meets the other requirements set forth in the Legend) and is aware that the transfer is being made in reliance on Rule 144A, together with the other acknowledgements, representations and agreements set out in the section entitled "*Transfer Restrictions*". Accordingly, if the Issuer is required to redeem the Notes, such redemption may occur when prevailing interest rates may be relatively low. During such period, such Notes may feature a market value not substantially above the price at which they can be redeemed. In such circumstances, an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Notes and may only be able to do so at a lower rate. "