



SOCIETE NATIONALE DES CHEMINS DE FER FRANÇAIS
€12,000,000,000
Euro Medium Term Note Programme
Due from one day from the date of original issue

Under the Euro Medium Term Note Programme (the **Programme**) described in this Base Prospectus (the **Base Prospectus**), Société Nationale des Chemins de Fer Français (the **Issuer**), subject to compliance with all relevant laws, regulations and directives, may from time to time issue outside the Republic of France Euro Medium Term Notes (the **Notes**). The aggregate nominal amount of Notes outstanding will not at any time exceed €12,000,000,000 (or its equivalent in other currencies) subject to increase as described herein.

Any Notes issued under the Programme on or after the date of this Base Prospectus are issued subject to the provisions described herein.

Notes will be issued in one or more series (each a **Series**). Each Series shall be in bearer form and may be issued in one or more tranches (each a **Tranche**) on different issue dates and on terms otherwise identical (except in relation to the interest commencement dates and matters related thereto). The Notes may be issued on a continuing basis to one or more of the Dealers specified under "Summary of the Programme" and any additional Dealer appointed under the Programme from time to time by the Issuer (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the "relevant Dealer" shall be, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, to all Dealers agreeing to subscribe such Notes.

An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see "Risk Factors".

Application has been made for approval of this Base Prospectus to the *Autorité des marchés financiers* (the **AMF**) in France in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* which implements the Directive 2003/71/EC of 4 November 2003 (as amended by Directive 2010/73/EC (except as otherwise specified herein) (the **2010 PD Amending Directive**)) on the prospectus to be published when securities are offered to the public or admitted to trading (the **Prospectus Directive**).

Application may be made (i) to Euronext Paris S.A. for Notes issued under the Programme during a period of 12 months after the date of this Base Prospectus to be listed and admitted to trading on Euronext Paris S.A. and/or (ii) to the listing authority of any other member state of the European Economic Area (**EEA**) for Notes issued under the Programme to be admitted to trading on a Regulated Market (as defined below) in such member state. Euronext Paris S.A. is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EC of 21 April 2004 (a **Regulated Market**).

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under "Terms and Conditions of the Notes") of Notes will be set out in a final terms document (the **Final Terms**) which, with respect to Notes to be admitted to trading on any Regulated Market and/or offered to the public, will be filed with the AMF. However, unlisted Notes may be issued pursuant to the Programme. The applicable 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(s).

Notes will be in such denomination(s) as may be specified in the relevant Final Terms or such 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 of each Tranche of each Series of Notes will initially be represented by a temporary global note in bearer form (each a **Temporary Global Note**) or a permanent global note in bearer form (each a **Permanent Global Note** and, collectively with any Temporary Global Note, the **Global Notes**), each without interest coupons. Global Notes may be deposited (a) in the case of a Tranche intended to be cleared through Euroclear (as defined below) and/or Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**), on the issue date of the relevant Tranche of each Series with a common depository on behalf of Euroclear Bank S.A./N.V., (**Euroclear**) and Clearstream, Luxembourg, (b) in the case of a Tranche intended to be cleared through Euroclear France and the *Intermédiaires financiers habilités*, authorised to maintain accounts therein (together, **Euroclear France**), on the issue date with Euroclear France, acting as central depository, and (c) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear, Clearstream, Luxembourg or Euroclear France or delivered outside a clearing system, as agreed between the Issuer and the relevant Dealer. The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in "Form of Notes".

Any person (an **Investor**) intending to acquire or acquiring any securities from any person (an **Offeror**) should be aware that, in the context of an offer to the public as defined in the Prospectus Directive, the Issuer may be responsible to the Investor for the Base Prospectus only if the Issuer is acting in association with that Offeror to make the offer to the Investor. Each Investor should therefore verify with the Offeror whether or not the Offeror is acting in association with the Issuer. If the Offeror is not acting in association with the Issuer, the Investor should check with the Offeror whether anyone is responsible for the Base Prospectus for the purposes of Article 6 of the Prospectus Directive as implemented by the national legislation of each EEA Member State in the context of the offer to the public, and, if so, who that person is. If the Investor is in any doubt about whether it can rely on the Base Prospectus and/or who is responsible for its contents it should take legal advice.

The Issuer's long term debt has been rated AA+ by Standard & Poor's (**S&P**), Aa1 by Moody's Investors Service Limited (**Moody's**) and AAA by Fitch Ratings Ltd (**Fitch**) and its short term debt has been rated A-1+ by S&P, P-1 by Moody's and F1+ by Fitch. S&P, Moody's and Fitch are each a rating agency established in the European Union and registered under Regulation (EU) No 1060/2009, as amended (the **CRA Regulation**). S&P, Moody's and Fitch are included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such CRA Regulation. Notes issued under the Programme may be unrated or rated differently from the current ratings of the Issuer. Whether or not each credit rating applied for in relation to relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the Final Terms. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change, or withdrawal at any time by the assigning rating agency. 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 at any time.

This Base Prospectus and the documents incorporated by reference in this Base Prospectus will be available on the websites of the Issuer (www.sncf.fr go to "Finance" and then to "Investors" for base prospectuses and to "Financial Reports" for financial statements) and the AMF (www.amf-france.org).

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE SECURITIES ACT) AND ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. SUBJECT TO CERTAIN EXCEPTIONS, 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.

Arranger for the Programme
The Royal Bank of Scotland
Dealers
The Royal Bank of Scotland

BNP PARIBAS
Deutsche Bank

HSBC
UBS Investment Bank

This Base Prospectus (together with any supplement to this Base Prospectus published from time to time) comprises a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC as amended (which includes the amendments made by Directive 2010/73/EU (the 2010 PD Amending Directive) to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area) (the Prospectus Directive).

Subject as provided in the applicable Final Terms, the only persons authorised to use this Base Prospectus in connection with an offer of Notes are the persons named in the applicable Final Terms as the relevant Dealer or the Managers and the persons named in or identifiable following the applicable Final Terms as the Financial Intermediaries, as the case may be.

AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES FROM AN OFFEROR WILL DO SO, AND OFFERS AND SALES OF THE NOTES TO AN INVESTOR BY AN OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH INVESTORS (OTHER THAN THE DEALERS) IN CONNECTION WITH THE OFFER OR SALE OF THE NOTES AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE INVESTOR MUST LOOK TO THE OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION. THE ISSUER HAS NO RESPONSIBILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION

This Base Prospectus is to be read in conjunction with any supplement hereto and all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Base Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Base Prospectus.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or 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 (as defined in "*Summary of the Programme*"). Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes 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 restrictions. The Notes have not been and will not be registered under the Securities Act and include Notes in bearer form that are subject to U.S. tax law requirements. Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of 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*".

Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of the Notes constitutes an offer of, or an invitation by or on behalf of the Issuer or the Dealers to subscribe for, or purchase, any Notes.

Neither the Dealers nor the Arranger have independently verified the information contained in this Base Prospectus. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Arranger or the Dealers as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by the Issuer in connection with the Programme. Neither the Arranger nor any Dealer accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by the Issuer in connection with the Programme. Neither this Base Prospectus nor any document incorporated by reference nor any other financial statements nor any other information supplied in connection with the Programme or any Notes (a) are intended to provide the basis of any credit or other evaluation and (b) should 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 or any document incorporated by reference or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial conditions and affairs, and its own appraisal of the creditworthiness, of the Issuer. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the applicable Final Terms, no action has been taken by the Issuer or the Dealers which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the European Economic Area (including the United Kingdom, France, Germany and the Netherlands) and Japan. For further information, see "*Subscription and Sale*".

This Base Prospectus has been prepared on the basis that, except to the extent sub-paragraph (ii) below may apply, 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 Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of an offering contemplated in this Base Prospectus as completed by final terms in relation to the offer of those Notes may only do so (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) if a prospectus for such offer 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 and (in either case) published, all in accordance with the Prospectus Directive, provided that any such prospectus has subsequently been completed by final terms which specify that offers may be made other than pursuant to Article 3(2) of the

Prospectus Directive in that Relevant Member State and such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of such offer. Except to the extent sub-paragraph (ii) above may apply, neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

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

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

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

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to € EUR and euro are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended. References to U.S. dollars, US\$ and \$ are to the lawful currency of the United States of America and to Sterling and £ are to the lawful currency of the United Kingdom.

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IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF NOTES, THE DEALER OR DEALERS (IF ANY) NAMED AS THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN THE APPLICABLE FINAL TERMS MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF A STABILISING MANAGER) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE RELEVANT TRANCHE 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 MUST BE CONDUCTED BY THE RELEVANT STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

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 2010 PD Amending Directive

This summary must be read as an introduction to this Base Prospectus and any decision to invest in any Notes should be based on a consideration of this Base Prospectus as a whole, including any documents incorporated by reference. Following the implementation of the relevant provisions of the Prospectus Directive (but not including any amendment thereto pursuant to the 2010 PD Amending Directive) in each Member State of the European Economic Area no civil liability will attach to the Issuer (the Responsible Person) in any such Member State in respect of this Summary, including any translation hereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus. Where a claim relating to information contained in this Base Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.

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 must be read as an introduction to this Base Prospectus and is provided as an aid to investors when considering whether to invest in the Notes, but is not a substitute for the Base Prospectus. Any decision to invest in the Notes should be based on a consideration by any investor of the Base Prospectus as a whole, including any documents incorporated by reference and any supplement from time to time. Following the implementation of the relevant provisions of the Prospectus Directive (including any amendment thereto pursuant to the 2010 PD Amending Directive) 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 information contained in this Base Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.

Words and expressions defined in "Form of Notes and Transfer Restrictions" and "Terms and Conditions of the Notes" shall have the same meanings in this summary.

I. ISSUER

Description:

Société Nationale des Chemins de Fer Français (SNCF) is a French public entity of an industrial and commercial character (*établissement public à caractère industriel et commercial - EPIC*) with autonomous management created under Law N°. 82-1153 dated 30 December 1982 modified by the Reform Law n°. 97-135 dated 13 February 1997, modified by Law N°. 2010-788 dated 12 July 2010 relating to national commitment to the environment (*loi portant engagement national pour l'environnement*) and codified in the *Code des transports* by Article 7 of Ordinance n°2010-1307 relating to the legislative part of the *Code des transports*.

Its duration is unlimited. As from 1 January 1983, SNCF became the successor of the corporation created pursuant to the Law of 31 August

1937 and took over the name Société Nationale des Chemins de Fer Français. The registered office of SNCF is currently at 34, rue du Commandant Mouchotte, 75014 Paris. The telephone number of SNCF's registered office is (+33) (0)1 53 25 60 00. SNCF is registered with the Registre du commerce et des sociétés de Paris under the registration number 552 049 447.

The Reform Law n°. 97-135 dated 13 February 1997, Law n° 2006-10 dated 5 January 2006 on the opening of the French rail freight to the competition and Law n°2009-1503 dated 8 December 2009 relating to the organisation and regulation on railways transport modified Law n°82-1153 dated 30 December 1982 which, inter alia, sets out SNCF's purpose (Article 18, codified in Articles L.2141-1 to L.2141-5 of the *Code des transports*).

The purpose of the Issuer is:

- to operate the passenger services on the national railway network, subject to Article L.2121-12 of the *Code des transports*;
- to operate other rail transport services including international rail transports;
- to manage transparently and with no discriminatory manner stations entrusted by the State or other public entities and to collect royalties from railways companies;
- to ensure, under the principles of public service, the performance of the management missions of the infrastructure provided by Articles L. 2111-9 and L. 2123-4 of the *Code des transports*.

The Issuer may create subsidiaries or take shareholdings in companies, group or other entities, the purpose of which is related, or complementary to SNCF's purpose. It is authorized to perform any activities that are directly or indirectly to its purpose.

SNCF's capital is totally owned by the French State. SNCF has no shares.

II. RISK FACTORS

Risk factors relating to the Issuer:

There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. These include, notably, the following:

1. Legal, operational and economic risks

The Issuer is a French public entity of an industrial and commercial character (*établissement public à caractère industriel et commercial*) with autonomous management created under Law N°. 82-1153 dated 30 December 1982 lastly modified by Law N°. 2010-788 dated 12 July 2010 relating to national commitment to the environment (*loi portant engagement national pour l'environnement*) and recently codified in the *Code des transports* by Article 7 of

Ordinance n°2010-1307 relating to the legislative part of the *Code des transports*.

Change in legislation, government regulation or policy may have a material impact on the Issuer. The Issuer is exposed to other legislative, regulatory or political developments producing social instability or legal uncertainty which could affect the demands for the Issuer's products and services and have an adverse effect on the Issuer, notably the liberalisation of the French rail freight market, the regional public transports and the domestic passenger traffic railway lines.

2. Financial risks

The assessment/management of market risks is governed by a general framework, approved by the Issuer's Board of Directors, setting out the management principles for parent company risks that may be hedged by financial instruments. Interest rate risk management, foreign currency risk management, commodity risk management and counterparty risk management are addressed within the limits defined by the aforementioned general framework.

3. Insurance policy

Historically, the Issuer was self-insured, until 10 years ago when it decided to place a number of covers on the market.

Currently, the Issuer's insurance programme includes four major contracts:

- motor fleet;
- liability (public and professional);
- construction liability; and
- property and Consequential Loss.

A liability cover was underwritten, effective 1 October 2009, for the subsidiaries on a voluntary basis and, since 1 January 2010, a property and consequential loss cover is also available to the subsidiaries, also on a voluntary basis.

The motor fleet cover, renewed on 1 January 2010, is subject to specific terms and conditions in order to include additional subsidiaries in the future.

Risk factors relating to the Notes:

In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. These include the following:

- certain risks relating to the structure of particular Series of Notes (including Notes subject to optional redemption of the Issuer, Fixed Rate Notes, Floating Rate Notes, Index-Linked Notes, Zero Coupon Notes)

- risks of modification, waivers or substitutions of the conditions of the Notes by a meeting of holders of the Notes binding all holders of the Notes including those who did not attend or voted in a manner contrary to the majority
- risks relating to taxation (including changes to the EU Savings Directive)
- risks relating to changes in legislation
- risks relating to the market such as liquidity and trading of the Notes on the secondary market
- risks relating to exchange rates and exchange controls
- risks relating to credit ratings
- risks relating to the legality of purchase of the Notes and to regulatory restrictions

III. PROGRAMME

Description: Euro Medium Term Note Programme (the **Programme**).

Arranger: The Royal Bank of Scotland plc

Dealers: The Royal Bank of Scotland plc
 BNP Paribas
 Deutsche Bank AG, London Branch
 HSBC Bank plc
 UBS Limited

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 references to **Dealers** are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.

Fiscal Agent and Principal Paying Agent: Deutsche Bank AG, London Branch.

Paying Agent: Deutsche Bank Luxembourg S.A.

Certain Restrictions: Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time including the following restriction applicable at the date of this Base Prospectus.

Notes having a maturity of less than one year

Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purpose 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.

Programme Size:	Up to €12,000,000,000 (or its equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time. The Issuer may increase the amount of the Programme in accordance with the terms of the Amended and Restated Dealer Agreement dated 20 December 2011 (as further amended or supplemented as at the date of issue of the Notes (the Issue Date) between the Issuer, the Arranger and the Dealers (the Dealer Agreement)).
Method of Issue:	The Notes will be issued in one or more 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 on the same or different issue dates with no minimum issue size. Further Notes may be issued as part of an existing Series. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in a final terms supplement to this Base Prospectus (the Final Terms).
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Denomination of Notes:	Notes will be in such denominations as may be agreed by the Issuer and the relevant Dealer(s) and specified in the applicable Final Terms, subject to applicable laws and regulations.
Currencies:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealer(s).
Redenomination:	The applicable Final Terms may provide that certain Notes may be redenominated in euro.
Maturities:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any maturity greater than one day.
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.
Form of Notes:	The Notes will be issued in bearer form.

Each Tranche of Notes will initially be represented by interests in a Temporary Global Note, without interest coupons, if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in "*Selling Restrictions*" below), otherwise such Tranche will be represented by interests in a Permanent Global Note without interest coupons.

Clearing Systems:	Clearstream, Luxembourg, Euroclear and Euroclear France. In relation to any Tranche, Notes may be cleared through such other clearing system or systems as may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer.
Interest Periods and Interest Rates	Notes may be issued as either Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Dual Currency Notes, Index Linked Notes or any other type of Notes that the Issuer and any Dealer or Dealers may agree to issue under the Programme. All information relating to the length of interest periods and applicable interest rate or its method of calculation will be set out in the relevant Final Terms.
Redemption:	The applicable Final Terms will specify the basis for calculating the redemption amounts payable.
Redemption Instalments:	by 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.
Optional Redemption:	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders, and if so the terms applicable to such redemption.
Early Redemption:	Except as provided in " <i>Optional Redemption</i> " above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons.
Negative Pledge:	There will be a negative pledge as set out in Condition 3 (Negative Pledge).
Cross Default:	There will be a cross default as set out in Condition 9(c) (Events of Default).
Status of the Notes:	Subject to the Negative Pledge provisions, the Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank and will rank <i>pari passu</i> without any preference among themselves.
Rating:	The Issuer's long-term debt has been rated AA+ by Standard & Poor's (S&P), Aa1 by Moody's Investors Service Limited (Moody's) and AAA by Fitch Ratings Ltd. (Fitch) and its short-term debt has been rated A-1+ by S&P, P-1 by Moody's and F1+ by Fitch. S&P, Moody's and Fitch are each a rating agency established in the European Union and registered under Regulation (EC) No. 1060/2009 (as amended)

(the **CRA Regulation**). S&P, Moody's and Fitch are included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such CRA Regulation.

Whether or not each credit rating applied for in relation to relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the Final Terms.

Consolidation: Notes of one Series may be consolidated with those of another Series.

Taxation: 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.

Should French law impose withholding in respect of any Notes, the Issuer will pay such additional amounts as may be necessary in order that holders of such Notes receive the same amount as they would in the absence of such withholding except that no additional amounts shall be payable in certain circumstances more fully described in Condition 7 (Taxation).

Each prospective holder or beneficial owner of Notes should consult its tax adviser as to the tax consequences of any investment in or ownership and disposition of the Notes.

Listing and admission to trading: Application has been made to the *Autorité des marchés financiers* to approve this document as a base prospectus. Application may also been made for Notes issued under the Programme to be admitted to trading and to be listed on Euronext Paris S.A.

Notes may be listed or admitted to trading, as the case may be, on other or additional stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued.

The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.

Governing Law: The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and construed in accordance with, English law.

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 and those of the European Economic Area (the **EEA**), including France and the United Kingdom. Further restrictions that may apply to a Series of Notes will be specified in the applicable Final

Terms.

The Issuer is relying Category 2 for the purposes of Regulation S of the United States legislation.

Offer to the Public

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

Method of Publication of this Base Prospectus and the Final Terms

This Base Prospectus, any supplement thereto and the Final Terms related to the Notes listed and admitted to trading on any Regulated Market in the EEA and/or offered to the public will be published on the website of the AMF at (www.amf-france.org) and copies may be obtained at the Fiscal Agent's or each of the Paying Agents' offices, or through any other means in accordance with Article 212-27 of the *Règlement Général* of the AMF. The Final Terms will indicate where the Base Prospectus may be obtained. This Base Prospectus and any supplements thereto will also be available on the Issuer's website at www.sncf.com (go to "Finance" and then to "Investors").

Use of Proceeds

The net proceeds of each issue of Notes will be applied by the Issuer in refinancing existing debt and financing its operations.

RÉSUMÉ DU PROGRAMME

Le paragraphe ci-dessous est une introduction au résumé si l'Etat Membre concerné n'a pas encore transposé les modifications aux dispositions applicables au résumé introduites par la Directive 2010 Modifiant la DP.

Ce résumé doit être lu comme une introduction au Prospectus de Base, et toute décision d'investir dans les Titres doit être fondée sur un examen exhaustif du Prospectus de Base et des documents qui lui sont incorporés par référence. A la suite de la transposition de la Directive Prospectus (sauf les changements introduits par la Directive 2010 Modifiant la DP) dans chaque Etat Membre de l'Espace Economique Européen, aucune responsabilité civile ne pourra être recherchée auprès des personnes qui ont présenté le présent résumé, y compris sa traduction, à moins que le contenu du résumé ne soit jugé trompeur, inexact ou contradictoire par rapport aux autres parties du présent Prospectus de Base. Lorsqu'une action concernant l'information contenue dans le présent Prospectus de Base est intentée devant un tribunal d'un Etat Membre de l'Espace Economique Européen, le plaignant peut, selon la législation nationale de l'Etat Membre concerné, avoir à supporter les frais de traduction du Prospectus de Base avant le début de la procédure judiciaire.

Le paragraphe ci-dessous est une introduction au résumé si l'Etat Membre concerné a transposé les modifications aux dispositions applicables au résumé introduites par la Directive 2010 Modifiant la DP.

Ce résumé doit être lu comme une introduction au Prospectus de Base, et est proposé pour aider les investisseurs potentiels quand ils envisagent d'investir dans les Titres, mais ce n'est pas un substitut au Prospectus de Base. Toute décision d'investir dans les Titres doit être fondée sur un examen exhaustif par chaque investisseur du Prospectus de Base, des documents qui lui sont incorporés par référence et de tout supplément éventuel. A la suite de la transposition de la Directive Prospectus (y compris les changements introduits par la Directive 2010 Modifiant la DP) dans chaque Etat Membre de l'Espace Economique Européen, aucune responsabilité civile ne pourra être recherchée auprès des personnes qui ont présenté le présent résumé, y compris sa traduction, à moins que le contenu du résumé ne soit jugé trompeur, inexact ou contradictoire par rapport aux autres parties du présent Prospectus de Base ou que le présent résumé omette, quand un investisseur le lit avec les autres parties du présent Prospectus de Base, des informations essentielles à la décision d'investir. Lorsqu'une action concernant l'information contenue dans le présent Prospectus de Base est intentée devant un tribunal d'un Etat Membre de l'Espace Economique Européen, le plaignant peut, selon la législation nationale de l'Etat Membre concerné, avoir à supporter les frais de traduction du Prospectus de Base avant le début de la procédure judiciaire.

Les termes et expressions définis dans les Sections "*Forme des Titres et Restrictions de Transfert*" et "*Modalités des Titres*" ci-après auront la même signification dans le présent résumé.

I. EMETTEUR:

Description:

La Société Nationale des Chemins de Fer Français (SNCF) est un établissement public à caractère industriel et commercial (EPIC) doté de l'autonomie financière, créé par la loi n° 82-1153 du 30 décembre 1982 modifiée par la loi n° 97-135 du 13 février 1997, modifiée par la loi n°2010-788 portant engagement national pour l'environnement et codifiée dans le Code des Transports par l'Ordonnance n°2010-1307 relative à la partie législative du Code des Transports.

Sa durée est illimitée. A compter du 1er janvier 1983, la SNCF a succédé à l'entité créée par la loi du 31 août 1937 et a pris le nom Société Nationale des Chemins de Fer Français. Le siège de la SNCF

est actuellement au 34, rue du Commandant Mouchotte, 75014 Paris. Le numéro de téléphone du siège social est le (+33) (0)1 53 25 60 00. La SNCF est immatriculée au Registre du commerce et des sociétés de Paris sous le numéro 552 049 447.

La loi n° 97-135 du 13 février 1997, la loi n°2006-10 en date du 5 janvier 2006 sur l'ouverture à la concurrence du fret français et la loi n°2009-1503 en date du 8 décembre 2009 relative à l'organisation et à la régulation des transports ferroviaires ont modifiés la loi n° 82-1153 du 30 décembre 1982 qui, fixe entre autres les missions de la SNCF (désormais codifiées aux Articles L.2141-1 à L.2141-5 du Code des Transports).

Les missions actuelles de la SNCF sont:

- d'exploiter les services de transport de passager sur l'ensemble du réseau ferré national, sous réserve du premier alinéa de l'Article L.2121-12 du Code des Transports;
- d'exploiter d'autres services de transports ferroviaire y compris internationaux;
- de gérer, de façon transparente et non discriminatoire, les gares de voyageurs qui lui sont confiées par l'Etat ou d'autres personnes publiques et de percevoir à ce titre auprès des entreprises ferroviaires, toute redevance;
- d'assurer, selon les principes du service public, les missions de gestion de l'infrastructure prévues par les Articles L. 2111-9 et L. 2123-4.

La SNCF peut créer des filiales ou prendre des parts dans des sociétés, un groupe ou d'autres entités, dont l'objet est connexe ou complémentaire aux missions de la SNCF. Elle est habilitée à exercer toutes activités qui se rattachent directement ou indirectement à ses missions.

Le capital de la SNCF est intégralement détenu par l'Etat français. La SNCF n'a pas d'actions.

II. FACTEURS DE RISQUES:

Facteurs de risques relatifs à l'Emetteur: Il existe certains facteurs qui peuvent affecter la capacité de l'Emetteur à honorer ses obligations relatives aux Titres émis dans le cadre du Programme. Cela inclut notamment les facteurs de risques suivants:

1. Risques légaux, risques économiques et opérationnels

L'Emetteur est un établissement public à caractère industriel et commercial doté de l'autonomie financière créé par la loi n° 82-1153 du 30 décembre 1982, dernièrement modifié par la loi n°2010-788 portant engagement national pour l'environnement et récemment codifiée dans le Code des Transports par l'Ordonnance n°2010-1307 relative à la partie législative du Code des Transports. Conformément à l'Article L.2141-10 du Code des Transports, l'Emetteur est soumis aux règles de gestion financière et de comptabilité applicables aux sociétés

commerciales. L'Emetteur conserve ses livres et ses archives comptables en conformité avec la législation et la réglementation françaises en vigueur.

Des changements de législation, de réglementation ou de politique gouvernementale peuvent avoir un impact significatif sur l'Emetteur. L'Emetteur est exposé à d'autres évolutions législatives, réglementaires ou politiques susceptible d'affecter sa stabilité sociale ou de créer une insécurité juridique qui pourraient affecter la demande des produits et services commercialisés par l'Emetteur et avoir un effet négatif sur ses résultats, notamment la libéralisation du marché français du fret ferroviaire, des transports publics régionaux et des lignes nationale de transport de passagers.

2. Risques financiers

L'analyse et la gestion des risques de marché sont organisées par un cadre général approuvé par le Conseil d'Administration de l'Emetteur, fixant les principes de gestion des risques de la maison mère qui peuvent être couvert par des instruments financiers. La gestion du risque du taux d'intérêt, la gestion du risque de change, la gestion du risque des matières premières et la gestion du risque de contrepartie sont effectuées dans les limites fixées par le cadre général mentionné ci-dessus.

3. Polices d'assurance

Historiquement, l'Emetteur était auto-assuré jusqu'à ce que, il y a une dizaine d'années, il décide de placer un certain nombre de couvertures d'assurance sur le marché.

Actuellement, son programme d'assurance comprend quatre contrats principaux:

- Parc automobile
- Responsabilité (publique et professionnelle)
- Responsabilité construction
- Dommages matériels et préjudice indirect

Depuis le 1er octobre 2009, une couverture de responsabilité est disponible pour les filiales sur une base volontaire et depuis le 1er janvier 2010, une couverture relative aux dommages matériels est aussi disponible pour les filiales, également sur une base volontaire.

La police "Parc automobile" renouvelée au 1er janvier 2010 est soumise à des modalités permettant d'inclure des filiales supplémentaires, à l'avenir.

Facteurs de risques relatifs aux Titres: En outre, il y a certains facteurs qui sont importants pour évaluer les risques de marché liés aux Titres émis dans le cadre du Programme. Ils comprennent le fait que les Titres puissent ne pas être un investissement convenant à tous les investisseurs.

- certains risques relatifs à la structure de Souches particulières de Titres (notamment les Titres pouvant être remboursés de façon anticipée à l'initiative de l'Émetteur, Titres portant intérêt à Taux Fixe, Titres portant intérêt à Taux Flottant, Titres Liés à des Indices, Titres à Coupon Zéro)
- risques de modification, renonciation ou substitution des modalités des Titres par une décision de l'assemblée des porteurs de Titres par laquelle les porteurs non présents au vote ou en désaccord avec la majorité se retrouveront liés
- risques liés à la fiscalité (y compris les modifications relatives à la Directive européenne sur l'Épargne)
- risques liés à un changement législatif
- risques liés au marché tels que ceux liés à la liquidité/la négociation des Titres sur le marché secondaire
- risques liés aux taux de change et au contrôle des change
- risques liés aux notations de crédit
- risques liés à l'acquisition légale des Titres et à des restrictions réglementaires

III. PROGRAMME:

Description: *Euro Medium Term Note Programme (le **Programme**).*

Arrangeur: The Royal Bank of Scotland plc

Agents Placeurs: The Royal Bank of Scotland plc
BNP Paribas
Deutsche Bank AG, London Branch
HSBC Bank plc
UBS Limited

L'Émetteur peut, de temps à autre, mettre fin à la nomination d'un Agent Placeur dans le cadre du Programme ou nommer des agents placeurs supplémentaires soit au titre d'une ou plusieurs Tranches, soit dans le cadre du Programme. Les références aux **Agents Placeurs Permanents** dans le présent Prospectus de Base renvoient aux personnes listées ci-dessus comme Agents Placeurs et aux personnes supplémentaires nommées comme agents placeurs dans le cadre du Programme (et dont il n'a pas été mis fin à la nomination) et les références aux Agents Placeurs renvoient à tous les Agents Placeurs Permanents et à toutes les personnes nommées comme agent placeur au titre d'une ou plusieurs Tranches.

Agent Fiscal et Agent Deutsche Bank AG, London Branch.

Payeur Principal:

Agent Payeur: Deutsche Bank Luxembourg S.A.

Certaines Restrictions: Chaque émission de Titres libellés dans une devise au titre de laquelle des lois, directives, réglementations, restrictions ou obligations de publication particulières s'appliquent, ne devra être effectuée qu'en parfaite conformité avec ces lois, directives, réglementations, restrictions ou obligations de publication, telles qu'elles seront en vigueur de temps à autre, y compris les restrictions suivantes qui sont applicables à la date du présent Prospectus de Base.

Titres venant à échéance à moins d'un an

Les Titres ayant une maturité de moins d'un an constitueront, si les produits de leur émission sont acceptés au Royaume-Uni, des dépôts, au sens des dispositions de l'Article 19 du *Financial Services and Markets Act* (Loi Britannique sur les Services et Marchés Financiers) de 2000 interdisant l'acceptation de dépôts, à moins qu'ils ne soient émis au profit d'une catégorie limitée d'investisseurs professionnels et aient une valeur nominale de 100.000 £ au moins ou la contre-valeur de cette somme.

Volume du Programme: A concurrence d'un encours de 12,000,000,000€ au maximum à tout moment (ou sa contre-valeur dans d'autres devises à la date d'émission). L'Emetteur pourra augmenter le volume du Programme conformément aux stipulations du Contrat d'Agents Placeurs modifié et mis à jour en date du 20 décembre 2011 (tel qu'il pourra être modifié ou complété à la date d'émission des Titres (la **Date d'Emission**) entre l'Emetteur, l'Arrangeur et les Agents Placeurs (la **Contrat d'Agents Placeurs**))

Méthode d'Emission: Les Titres seront émis en une ou plusieurs Souches qui auront une ou plusieurs dates d'émission et des modalités identiques (ou identiques à l'exception du premier paiement d'intérêt), étant entendu que les Titres de chaque Souche ont vocation à être interchangeables avec tous les autres titres de cette Souche. Chaque Souche peut être émise en plusieurs Tranches à la même date d'émission ou à des dates d'émission différentes, sans taille minimum d'émission. D'autres Titres peuvent être émis comme faisant partie d'une Souche existante. Les modalités spécifiques de chaque Tranche (qui seront complétées, si nécessaire, avec des modalités supplémentaires et, à l'exception de la date d'émission, du prix d'émission, du premier paiement d'intérêts et du montant nominal de la Tranche, qui seront identiques aux modalités des autres Tranches de la même Souche) seront prévues dans les conditions définitives du présent Prospectus de Base (les **Conditions Définitives**).

Distribution: Les Titres peuvent être distribués par voie de placement privé ou d'offre au public et dans chaque cas émis sur une base syndiquée ou non- syndiquée.

Valeur Nominale des Titres: Les Titres seront émis dans les valeurs nominales convenues entre l'Emetteur et l'(es) Agent(s) Placeur(s) concerné(s) et prévues dans les Conditions Définitives applicables, sous réserve des lois et

réglementations applicables.

Devises:	Sous réserve du respect des lois, réglementations et directives applicables, les Titres pourront être émis en toute devise convenue entre l'Emetteur et les Agents Placeurs concernés.
Redénomination:	Les Conditions Définitives applicables pourront prévoir que certains Titres pourront être relibellés en euros.
Echéances:	Sous réserve du respect des lois, réglementations et directives applicables, toute échéance supérieure à un jour.
Prix d'Emission:	Les Titres pourront être émis à leur montant nominal ou en dessous du pair ou avec prime. Des Titres Partiellement Libérés pourront être émis, leur prix d'émission sera alors payable en deux ou plusieurs versements.
Forme des Titres:	Les Titres seront émis sous forme au porteur. Chaque Tranche de Titres sera représentée à sa date d'émission soit par des droits dans un Titre Global Provisoire, sans coupons d'intérêts, si (i) des Titres définitifs seront mis à disposition des Titulaires de Titres à l'issue d'une période de 40 jours après leur date d'émission ou (ii) ces Titres ont une échéance initiale de plus d'un an et sont émises conformément à la Réglementation D (telle que définie ci-dessous dans la section " <i>Restrictions de Vente</i> "), soit par des droits dans un Titre Global Permanent sans coupons d'intérêts.
Systèmes de Compensation:	de Clearstream, Luxembourg, Euroclear et Euroclear France. Pour chacune Tranche, les Titres pourront être compensés par le biais de tout autre(s) système(s) de compensation agréé(s) entre l'Emetteur, l'Agent Fiscal et l'Agent Placeur concerné.
Périodes d'Intérêt ou Taux d'Intérêt:	Les Titres émis peuvent être soit des Titres à Taux Fixe, des Titres à Taux Flottant, des Titres à Coupon Zéro, des Titres Libellés en Deux Devises, des Titres Liés à un Indice ou tout autre type de Titres que l'Emetteur et tout Agent Placeur ou des Agents Placeurs peuvent convenir d'émettre sous le Programme. Les informations relatives à la durée des périodes d'intérêt et au taux d'intérêt applicable ou à sa méthode de calcul seront spécifiées dans les Conditions Définitives applicables.
Remboursement:	Les Conditions Définitives applicables détermineront la base de calcul des montants de remboursement payables.
Remboursement plusieurs Versements:	en Les Conditions Définitives émises pour chaque émission de Titres qui sont remboursables en deux ou plusieurs versements prévoiront les dates auxquelles, et les montants auxquels ces Titres peuvent être remboursés.
Remboursement Optionnel:	Les Conditions Définitives relatives à chaque émission de Titres détermineront si ces Titres peuvent être remboursés avant l'échéance prévue sur option de l'Emetteur (en tout ou partie) et/ou des porteurs, et le cas échéant les conditions applicables à un tel remboursement.

Remboursement Anticipé:	Sous réserve de ce qui est indiqué dans " <i>Remboursement Optionnel</i> " ci-dessus, les Titres seront remboursés sur option de l'Emetteur avant l'échéance seulement pour des raisons fiscales.
Maintien de l'emprunt à son rang:	Il y aura une clause de maintien de l'emprunt à son rang telle que décrite à la Condition 3 (Negative Pledge).
Défaut Croisé:	Il y aura une clause de défaut croisé telle que décrite à Condition 8(c) (Cas de Défaut).
Statuts des Titres:	Sous réserve des dispositions relatives au Gage Négatif, les Titres constitueront des obligations directes, inconditionnelles, non-subordonnées et non assorties de sûretés de l'Emetteur et auront le même rang (<i>pari passu</i>) sans préférence entre elles.
Notation:	<p>La dette à long terme de l'Emetteur a été notée AA+ par Standard & Poor's (S&P), Aa1 par Moody's Investors Service Limited (Moody's) et AAA par Fitch Ratings Ltd. (Fitch) et sa dette à court terme a été notée A-1+ par S&P, P-1 par Moody's et F1+ par Fitch.</p> <p>S&P, Moody's and Fitch sont des agences de notation établies dans l'Union Européenne et sont enregistrée conformément au Règlement (CE) No. 1060/2009 (tel que modifié, le Règlement CRA).</p> <p>La notation de certaines Souches de Titres à émettre dans le cadre du Programme sera précisée dans les Conditions Définitives.</p> <p>Il sera également précisé dans les Conditions Définitives si chaque notation de crédit sollicitée pour une Souche d'Obligations sera attribuée par une agence de crédit établie dans l'Union Européenne et enregistrée conformément au Règlement CRA.</p>
Assimilation:	Les Titres d'une Souche peuvent être assimilés avec ceux d'une autre Souche.
Fiscalité:	<p>Les paiements du principal, des intérêts et autres produits effectués par ou pour le compte de l'Emetteur se rapportant aux Titres seront effectués sans retenue à la source ou déduction d'impôts, droits, prélèvements ou charges gouvernementales de quelque nature que ce soit, imposée, prélevée, collectée ou retenue à la source par l'Etat français ou toute autre autorité française ayant pouvoir de prélever l'impôt, à moins que cette retenue à la source ou déduction ne soit imposée par la loi.</p> <p>Si la législation française venait à soumettre les paiements relatifs à des Titres à une retenue à la source, l'Emetteur paiera les montants supplémentaires nécessaires afin que les porteurs des ces Titres reçoivent le montant qu'ils auraient reçu en l'absence de cette retenue à la source, sous réserve de quelques exceptions décrites à la Modalité 7 (Taxation).</p> <p>Il est vivement recommandé à chaque investisseur potentiel de consulter son conseiller fiscal en ce qui concerne les conséquences fiscales de tout investissement, détention ou cession des Titres.</p>

Cotation et admission à la négociation:	<p>Une demande d'approbation a été effectuée auprès de l'Autorité des marchés financiers pour approuver ce document comme prospectus de base. Une demande a également été effectuée pour que les Titres émis sous le Programme soient admis à la négociation et cotés à Euronext Paris S.A..</p> <p>Les Titres peuvent être admis à la négociation ou cotés, selon le cas, sur d'autres bourses ou marchés convenus entre l'Emetteur et l'Agent Placeur de la Souche concernée. Les Titres qui ne sont ni cotés ni admis à la négociation sur un marché peuvent également être émis.</p> <p>Les Conditions Définitives applicables détermineront si les Titres doivent être cotés et/ou admis à la négociation, et dans ce cas, sur quelles bourses et/ou marchés.</p>
Droit applicable:	Les Titres seront régis et interprétés conformément au droit anglais.
Restrictions de Vente:	<p>L'offre et la vente des Titres seront soumises à des restrictions de vente dans plusieurs juridictions, en particulier, celles des Etats-Unis d'Amérique et de l'Espace Economique Européen (l'EEE), incluant la France et le Royaume-Uni. Des restrictions supplémentaires qui peuvent être applicables à une Série de Titres seront spécifiées dans les Conditions Définitives applicables.</p> <p>L'Emetteur relève de la Catégorie 2 pour les besoins du Règlement S de la législation des Etats-Unis d'Amérique.</p>
Offre au Public:	Les Titres émis par l'Emetteur peuvent être offerts au public en France et dans tout autre Etat membre de l'EEE dans lequel le Prospectus de Base est passeporté.
Méthode de Publication de ce Prospectus de Base et des Conditions Définitives:	<p>Le présent Prospectus de Base, tout supplément à celui-ci et les Conditions Définitives relatives aux Titres cotés et admis à la négociation sur un Marché Réglementé de l'EEE et/ou offertes au public seront publiés sur le site internet de l'AMF au (www.amf-france.org) et des copies pourront être obtenues dans les bureaux de l'Agent Fiscal ou de chacun des Agents Payeurs, ou par le biais de tout autre moyen conformément aux dispositions de l'Article 212-27 du Règlement général de l'AMF. Les Conditions Définitives indiqueront où le Prospectus de Base peut être obtenu. Le present Prospectus de Base et tout supplément à celui-ci seront publiés sur le site internet de l'Emetteur au (www.sncf.com "Finance" et ensuite "Investisseurs")</p>
Utilisation du Produit des Emissions	L'Emetteur consacrera le produit net de chaque émission de Titres au refinancement de sa dette existante et au financement de ses activités.

RISK FACTORS

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

In addition, factors which are material for the purpose of assessing the market risks associated with 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 which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. The Issuer does not represent that the statements below regarding the risks involved in holding any Notes are exhaustive. 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.

Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme

1. Legal, operational and economic risks

The Issuer is a French public entity of an industrial and commercial character (*établissement public à caractère industriel et commercial*) with autonomous management created under Law N°. 82-1153 dated 30 December 1982 modified by Law N°. 2010-788 dated 12 July 2010 relating to national commitment to the environment (*loi portant engagement national pour l'environnement*) and codified in the *Code des transports* by Article 7 of Ordinance n°2010-1307 relating to the legislative part of the *Code des transports*. Pursuant to Article L.2141-10 of the *Code des transports* (formerly Article 25 of Law N°82-1153), the Issuer is subject to the financial management and accounting rules applicable to commercial companies. The Issuer keeps its accounting books and records in accordance with prevailing legislation and regulations in France.

Its articles of association were incorporated by the decree N°. 83-109 dated 18 February 1983.

Its management is organised by two decrees (N°. 83-3 dated 5 January 1983, and N°. 83-38 dated 24 January 1983) that provide for the method of designation of the members of the Board of Directors of the Issuer, as representatives of the employees or as representatives of the French State. The Issuer is administered by a Board of Directors (*Conseil d'administration*) consisting of 18 members. Seven of these are representatives of the State and appointed by the Government, five (including two representing users) are appointed by the Government for their relevant expertise and six (of whom one represents senior management) are appointed by the employees of the Issuer. All the Directors are appointed for five years and reside in Paris or in the Paris metropolitan area. The Chairman of the Board of Directors, selected from among the Directors and on their recommendation, is appointed for a term of five years by Decree of the Council of Ministers. He is the chief executive officer of the Issuer.

A third decree (N°. 83-110 dated 18 February 1983) deals with the economic and financial control carried out *a priori* by the French State on the Issuer.

Such control is carried out by the railway's economic and financial control Commission, a permanent body at the Issuer's head office. The members formulate written advice on all questions submitted to the Board of Directors and on any question or decision-making project impacting the Issuer's financial stability.

Moreover, as a public services company, the Issuer is subject to the supervision of the *Cour des Comptes* (French national audit office) *a posteriori*.

An Operating Agreement entered into between the Republic of France and the Issuer, was approved by Decree N°. 83-817 dated 13 September 1983 as modified by Decree N°.99-11 dated 7 January 1999, Decree N°. 2003-194 dated 7 March 2003 and Decree N°. 2007-1051 dated 28 June 2007.

The Operating Agreement sets out the financial support offered to the Issuer by the French State and sets out the conditions and general principles under which the Issuer shall provide its services to the public and the basis of the contractual relationship of the Issuer with both the French State and Local Authorities.

Change in legislation, government regulation or policy may have a material impact on the Issuer.

The Issuer is exposed to other legislative, regulatory or political developments producing social instability or legal uncertainty which could affect the demands for the Issuer's products and services and have an adverse effect on the Issuer.

Since 31 March 2006, the French domestic rail freight market has been completely open to competition. From 13 December 2009 in France, international passenger traffic with "*cabotage*" (i.e. ability to pick up and drop passengers on domestic portions of the international railway line) is available, provided that international rail services remain the main purpose of the railway line. Criteria to assess the main objectives of international railway lines are being set up by the French transport administration and will be overseen by the new French rail regulator.

Regarding regional public services, the OSP European regulation came into force on 3 December 2009. The French Government has set up a stakeholders' Commission to assess the possibilities of a trial programme opening up regional transport, to be subsidised by French regions.

According to the French Ministry of Transport's opinion, as it has recently been expressed by several ministerial responses, the liberalization of regional public transport service requires that prior amendments be made to former Article 21-4 of law N° 82-1153, now codified in Article L.2121-4 of the *Code des transports*.

The opening of a purely domestic passenger traffic railway line is planned to be addressed under a new "Railway Package", the planning of which will depend on the new strategic work programme of the European Commission after its renewal.

2. Financial risks

The assessment/management of market risks is governed by a general framework, approved by the Issuer's Board of Directors, setting out the management principles for parent company risks that may be hedged by financial instruments.

This general framework defines the principles governing the selection of financial products, counterparties and underlyings for derivative products.

More specifically, the general framework defines risk limits for the management of euro and foreign currency cash balances and long term net indebtedness. In addition, it details the delegation and decision-making system and its frequency (daily, twice-monthly, monthly and annually).

Interest rate risk management

The cost of long-term net indebtedness is optimised, with regard to interest rates, by managing the mix of fixed and floating rate borrowings. The Issuer uses firm and optional interest rate swap

instrument within the limits defined, for the parent company, by the aforementioned general framework.

Foreign currency risk management

The commercial activities of the Issuer do not expose it to material currency risk.

Except for subsidiaries operating in their own country, the Issuer indebtedness denominated in currencies other than euro is managed in line with the acceptable risk limit defined, for the parent company, in the same general framework. The Issuer uses currency swaps for this purpose, generally set-up when the borrowing is issued.

Given the small percentage of unhedged foreign currency-denominated borrowings, net profit or loss is not, in the Issuer's opinion, sensitive to foreign currency risk.

Commodity risk management

The Issuer's production requirements exposes it to the risk of fluctuations in the price of petroleum products. This risk is managed using firm and optional derivatives (swaps, options, caps, floors).

Counterparty risk management

The main transactions which could generate counterparty risk are: financial investments which are diversified (certificates of deposit, commercial paper, note repos and money market funds) and transactions on derivatives.

The aforementioned general framework defines, for the parent company, the counterparty approval procedure, which is based on a quantitative and qualitative analysis of counterparties. Investments volume and term limits are also defined for each counterparty. The counterparty approval procedure for derivatives also involves a signature of a framework agreement. A collateral agreement is also signed with certain counterparties in order to limit counterparty risk.

3. Insurance policy

Historically, the Issuer was self-insured, until 10 years ago when it decided to place a number of covers on the market.

Currently, the Issuer's insurance programme includes four major contracts:

- motor fleet
- liability (public and professional)
- construction liability
- property and consequential Loss

A liability cover was underwritten, effective 1 October 2009, for the subsidiaries on a voluntary basis and, since 1 January 2010, a property and consequential loss cover is available to the subsidiaries, also on a voluntary basis.

The motor fleet cover, renewed on 1 January 2010, is subject to specific terms and conditions in order to include additional subsidiaries in the future.

Therefore, Group subsidiaries may now benefit from specifically designed covers which have been set up for both property and liability risks, and which are in keeping with the SNCF's policies.

This Group approach aims not only to achieve better insurance rates, but also to minimize the risk to subsidiaries should their claims experience deteriorate.

The Issuer has opted for high deductibles in order to optimise insurance costs.

An alternative risk transfer study, undertaken in 2010, as a mean to improve insurance and risk management, is now completed and a captive reinsurance company should be created by July 2012.

4. Rating risks

The Issuer's long term debt has been rated AA+ by Standard & Poor's, Aa1 by Moody's Investors Service Limited and AAA by Fitch Ratings Ltd and its short term debt has been rated A-1+ by Standard & Poor's, P-1 by Moody's Investors Service Limited and F1+ by Fitch Ratings.

Any downgrading which could be due to a gradually increasing exposure to competitive markets or important adverse changes in the national or European regulatory, statutory and legal framework, may adversely affect the marketability of the Notes issued under this programme in the secondary market.

In addition, changes in the ratings or outlook on the Republic of France could lead to corresponding changes to those in respect of SNCF.

Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme

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 any issuer of the securities included in the index, any of their respective affiliates or any guarantor.

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

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

Risks related to the structure of a particular issue of Notes

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

Notes subject to optional redemption by the Issuer

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

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

Index Linked Notes and Dual Currency Notes

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

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

The historical experience of an index should not be viewed as an indication of the future performance of such index during the term of any Index Linked Notes. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Index Linked Notes and the suitability of such Notes in light of its particular circumstances.

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).

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.

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 or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

Inverse Floating Rate Notes

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has the right to effect such a conversion, this 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 in such circumstances, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes.

Zero coupon Notes

The prices at which Zero Coupon Notes trade in the secondary market tend to fluctuate more in relation to general changes in interest rates than do the prices for conventional interest-bearing securities of comparable maturities.

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.

Risks related to Notes generally

Set out below is a brief description of certain risks relating to the Notes generally:

Modification and waivers

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

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required since 1 July 2005 to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within their jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories, including Switzerland, have adopted similar measures (a withholding system in the case of Switzerland) with effect from the same date.

The European Commission has proposed certain amendments to the Directive which may, if implemented, amend or broaden the scope of the requirements described above. If, a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note as a result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Directive.

Taxation

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

Change of law

The conditions of the Notes are based on English 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 to English law or administrative practice after the date of this Base Prospectus.

Notes where denominations involve integral multiples: definitive Notes

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Risks related to the market generally

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

Risks relating to the liquidity or trading of the Notes on the secondary market

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investor. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

Exchange rate risks and exchange controls

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

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

Interest rate risks

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

Credit 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.

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**) from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). Certain information with respect to the credit rating agencies and ratings will be disclosed in the Final Terms.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or to review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as

collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

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.

GENERAL DESCRIPTION OF THE PROGRAMME

The following general description does not purport to be complete and is taken from, and is qualified in its entirety by, the Summary and the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The Issuer and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, in the case of listed Notes only and if appropriate, a new Base Prospectus will be published.

This constitutes a general description of the Programme for the purposes of Article 22.5(3) of Commission Regulation (EC) No 809/2004 implementing the Prospectus Directive.

Words and expressions defined in "*Form of the Notes*" and "*Terms and Conditions of the Notes*" shall have the same meanings in this General Description.

Issuer:

Société Nationale des Chemins de Fer Français (**SNCF**) is a French public entity of an industrial and commercial character (*établissement public à caractère industriel et commercial - EPIC*) with autonomous management created under Law N°. 82-1153 dated 30 December 1982 modified by the Reform Law n°. 97-135 dated 13 February 1997, modified by Law N°. 2010-788 dated 12 July 2010 relating to national commitment to the environment (*loi portant engagement national pour l'environnement*) and codified in the *Code des transports* by Article 7 of Ordinance n°2010-1307 relating to the legislative part of the *Code des transports*.

Its duration is unlimited. As from 1 January 1983, SNCF became the successor of the corporation created pursuant to the Law of 31 August 1937 and took over the name Société Nationale des Chemins de Fer Français. The registered office of SNCF is currently at 34, rue du Commandant Mouchotte, 75014 Paris. The telephone number of SNCF's registered office is (+33) (0)1 53 25 60 00. SNCF is registered with the Registre du commerce et des sociétés de Paris under the registration number 552 049 447.

The Reform Law n°. 97-135 dated 13 February 1997, Law n° 2006-10 dated 5 January 2006 on the opening of the French rail freight to the competition and Law n°2009-1503 dated 8 December 2009 relating to the organisation and regulation on railways transport modified Law n°82-1153 dated 30 December 1982 which, inter alia, sets out SNCF's purpose (Article 18, recently codified in Articles L.2141-1 to L.2141-5 of the *Code des transports*).

The purpose of the Issuer is:

- to operate the passenger services on the national railway network, subject to Article L.2121-12 of the *Code des transports*;
- to operate other rail transport services including international rail transports;

- to manage transparently and with no discriminatory manner stations entrusted by the State or other public entities and to collect royalties from railways companies; and
- to ensure, under the principles of public service, the performance of the management missions of the infrastructure provided by Articles L. 2111-9 and L. 2123-4 of the *Code des transports*.

The Issuer may create subsidiaries or take shareholdings in companies, group or other entities, the purpose of which is related, or complementary to SNCF's purpose. It is authorized to perform any activities that are directly or indirectly to its purpose.

SNCF's capital is totally owned by the French State. SNCF has no shares.

Risk Factors:

There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. These are set out in the section entitled "*Risk Factors*" above. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme (these are set out under "*Risk Factors*" and include the fact that the Notes may not be a suitable investment for all investors, certain risks relating to the structure of particular series of Notes and certain market risks).

Description:

Euro Medium Term Note Programme (the **Programme**).

Arranger:

The Royal Bank of Scotland plc

Dealers:

The Royal Bank of Scotland plc
 BNP Paribas
 Deutsche Bank AG, London Branch
 HSBC Bank plc
 UBS Limited

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 references to **Dealers** are to all Permanent Dealers and to all persons appointed as dealers in respect of one or more Tranches.

Fiscal Agent and Principal Paying Agent:

Deutsche Bank AG, London Branch is the initial Fiscal Agent and Principal Paying Agent.

Paying Agent:

Deutsche Bank Luxembourg S.A.

Certain Restrictions: Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Subscription and Sale*"), including the following restrictions applicable at the date of this Base Prospectus.

Notes having a maturity of less than one year

Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, 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, see "*Subscription and Sale*".

Programme Size: Up to €12,000,000,000 (or its equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time. The Issuer may increase the amount of the Programme in accordance with the terms of the Amended and Restated Dealer Agreement dated 20 December 2011 (as further amended or supplemented as at the date of issue of the Notes (the **Issue Date**) between the Issuer, the Arranger and the Dealers (the **Dealer Agreement**)).

Method of Issue: The Notes will be issued in one or more 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 on the same or different issue dates with no minimum issue size. Further Notes may be issued as part of an existing Series. 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 final terms supplement to this Base Prospectus (the **Final Terms**).

Distribution: Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.

Redenomination: The applicable Final Terms may provide that certain Notes may be redenominated in euro. The relevant provisions applicable to any such redenomination are contained in "*Terms and Conditions of the Notes – Form, Denomination, Title, Currency and Redenomination*" below (see also "*Consolidation*" below).

Currencies:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealer(s).
Maturities:	Subject to compliance with all relevant laws, regulations and directives, any maturity greater than one day.
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.
Form of Notes:	<p>The Notes will be issued in bearer form as described in "<i>Form of Notes</i>".</p> <p>Each Tranche of Notes will initially be represented by interests in a Temporary Global Note in bearer form, without interest coupons, if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the D Rules (as defined in "<i>General Description of the Programme – Selling Restrictions</i>"), otherwise such Tranche will be represented by interests in a Permanent Global Note in bearer form without interest coupons.</p>
Clearing Systems:	Clearstream, Luxembourg, Euroclear and Euroclear France. In relation to any Tranche, Notes may be cleared through such other clearing system or systems as may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer.
Fixed Rate Notes:	Fixed interest will be payable in arrear on the date or dates in each year specified in the applicable Final Terms.
Floating Rate Notes:	<p>Floating Rate Notes will bear interest determined separately for each Series as follows:</p> <ul style="list-style-type: none"> (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions published by the International Swaps and Derivatives Association Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series; or (ii) by reference to LIBOR, LIBID, LIMEAN or EURIBOR (or such other benchmark as may be specified in the applicable Final Terms) as adjusted for any applicable margin; or (iii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service; or

- (iv) on such other basis as may be agreed between the Issuer and the relevant Dealer.

The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes.

Interest periods will be defined in the applicable 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 other than in the case of late payment.

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 the Issuer and the relevant Dealer may agree.

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 or to changes in the prices of securities or commodities or to such other factors as may be specified in the applicable Final Terms.

Variable Coupon Amount Notes:

The Final Terms issued in respect of each issue of Variable Coupon Amount Notes will specify the basis for calculating the amounts of interest payable, which may be by reference to a stock index or formula or as otherwise provided in the applicable Final Terms.

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 applicable Final Terms.

Redemption:

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

Notes having a maturity of less than one year from the date of issue may be subject to restrictions on their denomination and distribution, see "*Certain Restrictions – Notes having a maturity of less than one year*" above.

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, see "*Certain Restrictions – Notes having a maturity of less than one year*" above.

Other Notes:

Terms applicable to high interest Notes, low interest Notes, step-up Notes, step-down Notes, dual currency Notes, reverse

dual currency Notes, optional dual currency Notes, partly-paid Notes and any other type of Note that the Issuer, and any Dealer or Dealers, may agree to issue under the Programme will be set out in the applicable Final Terms.

Optional Redemption:

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

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*".

Denomination of Notes:

Notes will be in such denominations as may be agreed by the Issuer and the relevant Dealer(s) and as specified in the applicable Final Terms, subject to applicable laws and regulations.

Taxation:

All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by the Republic of France or any political subdivision or any authority thereof or therein having power to tax, as provided in Condition 7 (Taxation), unless such withholding is required by law. In the event that any such withholding is made, the Issuer will, save in certain limited circumstances provided in Condition 7 (Taxation), be required to pay additional amounts to cover the amounts so withheld.

Notes issued on or after 1 March 2010 (except Notes that are issued on or after 1 March 2010 and which are to be assimilated (*assimilées* for the purpose of French law) and form a single series with Notes issued before 1 March 2010 having the benefit of Article 131 *quater* of the French *Code général des impôts* (French General Tax Code)) fall under the new French withholding tax regime pursuant to the French *loi de finances rectificative pour 2009 n° 3* (n°2009-1674 dated 30 December 2009), applicable as from 1 March 2010 (the **Law**). Payments of interest and other revenues made by the Issuer on such Notes will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a **Non-Cooperative State**). If such payments under the Notes are made in a Non-Cooperative State, a 50 per cent. withholding tax will be applicable (subject to certain exceptions described below and the more favourable provisions of an applicable double tax treaty) by virtue of Article 125 A III of the French *Code général des impôts*.

Furthermore, in application of Article 238 A of the French *Code général des impôts*, interest and other revenues on such

Notes will no longer be deductible from the Issuer's taxable income, as from the fiscal years starting on or after 1 January 2011, if they are paid or accrued to persons 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 per cent. or 50 per cent. (subject to the more favourable provisions of an applicable tax treaty).

Notwithstanding the foregoing, the Law provides that neither the 50 per cent. withholding tax set out under Article 125 A III of the French *Code général des impôts*, nor the non-deductibility provided under Article 238 A of the French *Code général des impôts* will apply in respect of a particular issue of Notes if the Issuer can prove that the principal purpose and effect of such issue of Notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the **Exception**). Pursuant to the ruling (*rescrit*) n°2010/11 (FP and FE) of the French tax authorities dated 22 February 2010, an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

(i) offered by means of a public offer within the meaning of Article L.411-1 of the French *Code monétaire et financier* or pursuant to an equivalent offer in a State other than a Non-Cooperative State. For this purpose, an "equivalent offer" means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or

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

(iii) admitted, at the time of their issue, to the 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.

Interest and other revenues on Notes issued from 1 March 2010 and which are to be assimilated (*assimilées* for the purpose of

French law) and form a single series with Notes issued before 1 March 2010 having the benefit of Article 131 *quater* of the French *Code général des impôts* will continue to be exempt from the withholding tax set out under Article 125 A III of the French *Code général des impôts*.

In addition, interest and other revenues on Notes issued from 1 March 2010 and which are to be assimilated (*assimilées* for the purpose of French law) 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.

- Negative Pledge: There will be a negative pledge as set out in Condition 3 (Negative Pledge) – see "*Terms and Conditions of the Notes – Negative Pledge*".
- Cross Default: There will be a cross default as set out in Condition 9(c) – see "*Terms and Conditions of the Notes – Events of Default*".
- Status of the Notes: Subject to "*Terms and Conditions of the Notes – Negative Pledge*", the Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank and will rank *pari passu* without any preference among themselves, all as described in "*Terms and Conditions of the Notes – Status*".
- Rating: The Issuer's long term debt has been rated AA+ by Standard & Poor's (**S&P**), Aa1 by Moody's Investors Service Limited (**Moody's**) and AAA by Fitch Ratings Ltd. (**Fitch**) and its short term debt has been rated A-1+ by S&P, P-1 by Moody's and F1+ by Fitch. S&P, Moody's and Fitch are each a rating agency established in the European Union and registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). S&P, Moody's and Fitch are included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such CRA Regulation.
- Whether or not each credit rating applied for in relation to relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the Final Terms.
- Consolidation: Notes of one Series may be consolidated with those of another Series, all as described in "*Terms and Conditions of the Notes – Further Issues and Consolidation*".
- Listing and admission to trading: Application has been made to the AMF to approve this document as a base prospectus. Application may also be made for Notes issued under the Programme to be admitted to trading on and to be listed on Euronext Paris S.A..

Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued.

The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.

Governing Law:

The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and construed in accordance with, English law.

Selling Restrictions:

There are restrictions on the sale of Notes and the distribution of offering material in various jurisdictions. See "*Subscription and Sale*".

The Issuer is relying on Category 2 for the purposes of Regulation S.

The Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (the **D Rules**) unless (i) the applicable Final Terms state that Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (the **C Rules**) or (ii) the 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 applicable Final Terms as a transaction to which TEFRA is not applicable.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published and have been filed with the AMF shall be incorporated in, and form part of, this Base Prospectus:

- (a) the Issuer's Financial Report 2009 (**Rapport Financier 2009** or **FR 2009**) of the SNCF Group;
- (b) the Issuer's non consolidated audited financial statements for 2009 (**NCFS 2009**);
- (c) the Issuer's consolidated audited annual financial statements as at and for the period ended 31 December 2010 (the **2010 Consolidated Financial Statements** or **CFS 2010**);
- (d) the Issuer's 2010 management report relating to the 2010 Consolidated Financial Statements (**CMR 2010**);
- (e) the auditors' report relating to the 2010 Consolidated Financial Statements (**CAR 2010**);
- (f) the Issuer's non-consolidated audited annual financial statements as at and for the period ended 31 December 2010 (the **2010 Non-Consolidated Financial Statements** or **NCFS 2010**);
- (g) the auditors' report relating to the 2010 Non-Consolidated Financial Statements (**NCAR 2010**);
- (h) the Issuer's consolidated unaudited semi-annual financial statements as at and for the period ended 30 June 2011 and the Auditors' limited review report related thereto (*Comptes consolidés semestriels résumés 2011*) (**SACFS 2011**);
- (i) the Issuer's semi-annual condensed management report (*Rapport semestriel d'activité 2011*) as at and for the period ended 30 June 2011 (**SAMR 2011**);
- (j) the terms and conditions of the Notes contained on pages 10 to 26 of the base prospectus dated 19 July 2001;
- (k) the terms and conditions of the Notes contained on pages 11 to 29 of the base prospectus dated 17 July 2002;
- (l) the terms and conditions of the Notes contained on pages 11 to 29 of the base prospectus dated 26 June 2003;
- (m) the terms and conditions of the Notes contained on pages 10 to 28 of the base prospectus dated 30 June 2004;
- (n) the terms and conditions of the Notes contained on pages 30 to 47 of the base prospectus dated 23 December 2005;
- (o) the terms and conditions of the Notes contained on pages 38 to 61 of the base prospectus dated 22 December 2008 (*Commission de Surveillance du Secteur Financier* approval number C-07343);
- (p) the terms and conditions of the Notes contained on pages 38 to 61 of the base prospectus dated 25 January 2010 (*Commission de Surveillance du Secteur Financier* approval number C-08942); and
- (q) the terms and conditions of the Notes contained on pages 45 to 65 of the base prospectus dated 20 December 2010 (AMF visa number 10-446).

save that any statement contained in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

Copies of documents incorporated by reference in this Base Prospectus can be obtained from the registered office of the Issuer and from the specified offices of the Paying Agent. They will also be published on the Issuer's website at www.sncf.com (go to "Finance" and then to "Investors" for base prospectuses and to "Financial Reports" for financial statements) and on the *Direction de l'information légale et administrative's* website at (www.info-financiere.fr) for financial information only. This Base Prospectus (together with any Final Terms relating to Notes admitted to trading on a Regulated Market and/or offered to the public in France) will be published on the AMF's website at www.amf-france.org.

CROSS-REFERENCE LIST RELATING TO THE FINANCIAL REPORT FOR 2009 (FR 2009), THE NON CONSOLIDATED AUDITED ANNUAL FINANCIAL STATEMENTS FOR 2009 (NCFS 2009), THE CONSOLIDATED AUDITED ANNUAL FINANCIAL STATEMENTS FOR 2010 (CFS 2010), THE 2010 MANAGEMENT REPORT RELATING TO THE 2010 CONSOLIDATED FINANCIAL STATEMENTS (CMR 2010), THE AUDITOR'S REPORT RELATING TO THE 2010 CONSOLIDATED FINANCIAL STATEMENTS (CAR 2010), THE NON CONSOLIDATED AUDITED ANNUAL FINANCIAL STATEMENTS FOR 2010 (NCFS 2010), THE AUDITOR'S REPORT RELATING THE 2010 NON CONSOLIDATED FINANCIAL STATEMENTS (NCAR 2010), THE ISSUER'S CONSOLIDATED UNAUDITED SEMI-ANNUAL FINANCIAL STATEMENTS AS AT AND FOR THE PERIOD ENDED 30 JUNE 2011 (SACFS 2011), AND THE MANAGEMENT REPORT RELATING TO THE 2011 CONSOLIDATED SEMI-ANNUAL FINANCIAL STATEMENTS (SAMR 2011).

I. SELECTED FINANCIAL INFORMATION	FR 2009	CMR 2010	CFS 2010	NCFS 2010	CAR 2010	NCAR 2010	SAMR 2011	SACFS 2011
Selected historical financial information regarding the Issuer.		Pages 7, 11, 14, 17, 20, 22						
	Pages 5, 11, 13, 15, 18							
Selected figures from the Interim Consolidated Financial Statements for the six months ended 30 June 2011							Page 4, 10	
II. BUSINESS OVERVIEW								
<u>PRINCIPAL ACTIVITIES</u>								

A description of the Issuer's principal activities stating the main categories of products sold and/or services performed.		Pages 10-25						
An indication of any significant new products and/or activities.		Pages 10-25						
<u>PRINCIPAL MARKETS</u>								
A brief description of the principal markets in which the Issuer competes.		Pages 10-25						
The basis for any statements made by the Issuer regarding its competitive position.		Pages 10-25						
III. ORGANISATIONAL STRUCTURE								
If the Issuer is part of a group, a brief description of the group and of the Issuer's position within it.							Page 10	
IV. TREND INFORMATION								
Information on any known trends, uncertainties, demands, commitments or events that are reasonably likely		Page 33						

to have a material effect on the Issuer's prospects for at least the current financial year.								
							Page 12 "perspectives SNCF Infra"; Page 14 "Perspectives SNCF Proximités"; Page 17 "Perspectives SNCF Voyages"; Page 19 "Perspectives SNCF Geodis"; Page 21 "Perspectives SNCF Gares & Connections"	
V. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES								
Names, business addresses and functions in the Issuer of the members of the administrative, management, and supervisory bodies, and an indication of the							Pages 29-30 "Corporate Governance"	

<p>principal activities performed by them outside the Issuer where these are significant with respect to that Issuer:</p>								
<p>VI. BOARD PRACTICES</p>								
<p>Details relating to the Issuer's audit committee, including the names of committee members and a summary of the terms of reference under which the committee operates.</p>							<p>Page 29-30 "Corporate Governance"</p>	
<p>VII. FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</p>								
<p>Audited historical financial information covering the latest two financial years (and any subsequent interim financial period) and the audit report in respect of each year.</p>								

(a) balance sheet;	Page 32							
			Pages 5-6					
(b) income statement;	Page 33							
			Page 7					
(c) cash flow statement; and	Page 36							
			Page 10					
(d) accounting policies and explanatory notes.	Page 38-138							
			Pages 11-102					
<u>FINANCIAL STATEMENTS</u>								
If the Issuer prepares both own and consolidated financial statements, include at least the consolidated financial statements in the registration document.			Audited consolidated (pages 1-102)	Non-consolidated audited financial statements 2010 pages 1-51				
<u>AUDITING OF HISTORICAL ANNUAL FINANCIAL INFORMATION</u>								
A statement that the historical financial information has been audited. If audit reports on the historical financial information have been refused by the statutory auditors or	2009: Pages 140-141			Pages 57-62				

if they contain qualifications or disclaimers, such refusal or such qualifications or disclaimers must be reproduced in full and the reasons given.								
					2010: Pages 1-4	Pages 1-3		
INTERIM FINANCIAL INFORMATION								
Unaudited semi-annual financial information since the date of the last audited financial statements								First semester 2011: interim accounts
(a) balance sheet;								Pages 6-7
(b) income statement;								Page 8
(c) cash flow statement; and								Page 11
(d) accounting policies and explanatory notes.								Pages 12-29
(e) Auditors' review report								Pages 1-3
VIII. SHARE CAPITAL								
The amount of the issued capital, the number and classes of the shares of which it is composed with details of their principal characteristics,								Page 10 "tableau de variation des capitaux propres consolidés"

<p>the part of the issued capital still to be paid up, with an indication of the number, or total nominal value, and the type of the shares not yet fully paid up, broken down where applicable according to the extent to which they have been paid up.</p>								<p>dés"</p>
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The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new base prospectus for use in connection with any subsequent issue of Notes.

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 applicable Final Terms, shall be applicable to the Notes, in definitive form (if any) issued in exchange for the Global Note(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the applicable Final Terms. Those definitions will be endorsed on the definitive Notes, as the case may be. References in the Conditions to **Notes** are to the Notes of one Series only, not to all Notes that may be issued under the Programme.*

The Notes are issued by Société Nationale des Chemins de fer Français (the **Issuer**) pursuant to an amended and restated Agency Agreement dated 20 December 2011 (as further amended or supplemented as at the date of issue of the Notes (the **Issue Date**) between the Issuer, Deutsche Bank AG, London Branch, as successor to Bankers' Trust Company, London Branch, as *inter alia* fiscal agent and principal paying agent and the other agents named in it, (the **Agency Agreement**)) with the benefit of a deed of covenant (as amended or supplemented at the Issue Date, the **Deed of Covenant**) dated 20 December 2011 and executed by the Issuer in relation to the Notes. The fiscal agent, the paying agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the **Fiscal Agent**, the **Paying Agents** (which expression shall include the Fiscal Agent) and the **Calculation Agent(s)**. The Noteholders (as defined below), the holders of the interest coupons (the **Coupons**) relating to interest bearing Notes and, where applicable in the case of such Notes, talons for further Coupons (the **Talons**) (the **Couponholders**) and the holders of the receipts for the payment of instalments of principal (the **Receipts**) relating to Notes of which the principal is payable in instalments are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

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

Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

1. **Form, Denomination, Title, Currency and Redenomination**

(a) *Form, Denomination and Title:*

The Notes are issued in bearer form in the Specified Denomination(s) shown in the applicable Final Terms.

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, an Index Linked Redemption Note, an Instalment Note, a Dual Currency Note or a Partly Paid Note, a combination of any of the foregoing or any other kind of Note, depending upon the Interest and Redemption/Payment Basis shown in the applicable Final Terms.

Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes, in which case references to interest (other than in the case of late payment), Coupons and Talons in these Conditions are not applicable. Instalment Notes are issued with one or more Receipts attached.

Title to the Notes and the Receipts, Coupons and Talons shall pass by delivery. 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, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be.

In these Conditions, **Noteholder** means the bearer of any Note and the Receipts relating to it, **holder** (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Note, Receipt, Coupon or Talon, **Series** means a series of Notes comprising one or more Tranches (as defined below), whether or not issued on the same date, that except in respect of the first payment of interest and their issue price, have identical terms on issue and are expressed to have the same series number, **Tranche** means, in relation to a Series, those Notes of that Series that are issued on the same date at the same issue price and in respect of which the first payment of interest is identical, and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

(b) *Redenomination:*

The Issuer may (if so specified in the applicable Final Terms) without the consent of the holder of any Note, Receipt, Coupon or Talon, redenominate all, but not some only, of the Notes of any Series on or after the date on which the Member State of the European Union in whose national currency such Notes are denominated has become a participating Member State in the third stage of the European economic and monetary union (**EMU**), all as more fully provided in the applicable Final Terms.

2. Status

The Notes and the Receipts and Coupons relating to them constitute direct, unconditional, unsubordinated and (subject to Condition 3 (Negative Pledge) unsecured obligations of the Issuer and rank and will rank *pari passu* without any preference among themselves and, save for statutorily preferred exceptions, equally with all its other obligations which are unsecured and unsubordinated, from time to time outstanding.

3. Negative Pledge

So long as any of the Notes, Receipts or Coupons remain outstanding (as defined in the Agency Agreement) the Issuer will not secure or allow to be secured any loan, debt, guarantee or other obligation, now or hereafter existing, by any mortgage, lien (other than liens arising by operation of law), pledge or other charge upon any of the present or future revenues or assets of the Issuer (except for any mortgage, lien, pledge or other charge on property purchased by the Issuer as security for all or part of the purchase price thereof) without at the same time according to the Notes the same or equivalent security.

4. Interest and other Calculations

(a) *Interest on Fixed Rate Notes:*

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrears on the Interest Payment Date(s) (specified in the applicable Final Terms) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

(b) *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 from (and including) 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. Such Interest Payment Date(s) is/are either shown in the applicable Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the applicable Final Terms, **Interest Payment Date** shall mean each date which falls the number of months or other period shown in the applicable Final Terms as the Specified 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 in the applicable Final Terms is (A) the Floating Rate 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 such subsequent 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 applicable Final Terms and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the applicable Final Terms.

(A) *ISDA Determination for Floating Rate Notes*

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). 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:

- (x) the Floating Rate Option is as specified in the applicable Final Terms;
- (y) the Designated Maturity is a period specified in the applicable Final Terms; and
- (z) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified in the applicable 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*

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

- (x) if the Primary Source for the Floating Rate is a Page, subject as provided below, the Rate of Interest shall be:
 - I. the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity); or
 - II. the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page, in each case appearing on such Page at the Relevant Time on the Interest Determination Date;
- (y) if the Primary Source for the Floating Rate is Reference Banks or if sub-paragraph (x)I above applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (x)II above applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the arithmetic mean of the Relevant Rates that each of the Reference Banks is quoting to leading

banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent;

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

(iv) *Rate of Interest for Index Linked Notes:*

The Rate of Interest in respect of Index Linked Notes for each Interest Accrual Period shall be determined in the manner specified in the applicable Final Terms and interest will accrue by reference to an Index or Formula as specified in the applicable Final Terms.

(c) *Zero Coupon Notes:*

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and 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 defined in Condition 5(b)).

(d) *Dual Currency Notes:*

In the case of Dual Currency Notes, if the rate or amount of interest fails to be determined by reference to a Rate of Exchange or to a method of calculating a Rate of Exchange, the rate or amount of interest payable shall be determined in the manner specified in the applicable Final Terms.

(e) *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 applicable Final Terms.

(f) *Accrual of Interest:*

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (after as well as before judgment) at the Rate of Interest in the manner provided in this Condition 4 (Interest and other Calculations), to the Relevant Date (as defined in Condition 7 (Taxation)).

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

- (i) If any Margin or Rate Multiplier is specified in the applicable 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 Condition 4(b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin or multiplying by such Rate Multiplier, subject always to the next paragraph.
- (ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified in the applicable 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 or countries of such currency.

(h) *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.

(i) *Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts:*

As soon as practicable after the Relevant Time 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, it shall determine such rate and calculate the Interest Amounts in respect of each Specified Denomination of the Notes for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the

Notes are listed on a stock exchange and the rules of such exchange so require, such exchange as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 4(b)(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. If the Notes become due and payable under Condition 9 (Events of Default), the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. 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.

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

Benchmark means the benchmark source specified in the applicable Final Terms for the purposes of calculating the Relevant Rate in respect of Floating Rate Notes;

Business Day means:

- (i) 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 such currency; and/or
- (ii) in the case of euro, a day on which the TARGET2 System is operating (a **TARGET2 Business Day**); and/or
- (iii) in the case of a currency and/or one or more additional Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the additional Business Centre(s) or, if no currency is indicated, generally in each of the additional Business Centres;

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

- (i) if "Actual/Actual" or "Actual/Actual (ISDA)" is specified in the applicable 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/365 (Fixed)" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;
 - (iii) if "Actual/360" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;
- if "30/360", "360/360" or "Bond Basis" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y₁" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Interest period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D₁" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 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 Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

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

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

where:

"Y₁" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Interest period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D₁" is the first calendar day, expressed as a number, of the Interest 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 Interest Period, unless such number would be 31 in which case D₂ will be 30;

- (v) If "30E/360 (ISDA)" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y₁" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D₁" is the first calendar day, expressed as a number, of the Interest 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 Interest 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.

- (vi) I. if "Actual/Actual-ICMA" is specified in the applicable Final Terms:
 - (a) in the case of Notes where the number of days in the relevant period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
 - (b) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - 1 the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and
 - 2 the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year.

Determination Period means each period from (and including) a Determination Date to but excluding the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date prior to, and ending on the first Determination Date falling after, such date);

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

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 European Community as amended by the Treaty on European Union and by the Treaty of Amsterdam;

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;

Interest Commencement Date means the Issue Date or such other date as may be specified in the applicable Final Terms;

Interest Determination Date means, with respect to Rate of Interest and Interest Accrual Period, the date specified as such in the applicable Final Terms or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro or (iii) the day falling two TARGET2 Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro;

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 applicable Final Terms;

ISDA Definitions means the 2006 ISDA Definitions (as amended and updated as at the Issue Date of the first Tranche of the Notes) published by the International Swaps and Derivatives Association, Inc., unless otherwise specified in the applicable Final Terms;

Rate of Interest means the rate of interest payable from time to time in respect of this Note and that is either specified in the applicable Final Terms or calculated in accordance with the provisions hereon;

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

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

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

Relevant Screen Page means such page, section, caption, column or other part of a particular information service (including, but not limited to, the Reuter Markets 3000 (**Reuters**) and Bridge

Telerate (**Telerate**)) as may be specified in the applicable Final Terms for the purpose of providing a Relevant Rate, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to that Relevant Rate;

Relevant Time means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the applicable Final Terms or, if no time is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Specified Currency in the interbank market in the Relevant Financial Centre and for this purpose **local time** means, with respect to Europe and the Euro-zone as a Relevant Financial Centre, Central European Time;

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

Specified Currency means the currency specified as such in the applicable Final Terms or, if none is specified, the currency in which the Notes are denominated;

Specified Duration means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the duration specified in the applicable Final Terms or, if none is specified, a period of time equal to the relative Interest Accrual Period, ignoring any adjustment pursuant to Condition 4(b)(ii); and

TARGET2 System means the Trans-European Real-Time Gross-Settlement Express Transfer (TARGET2) System or any successor thereto.

(k) *Calculation Agent and Reference Banks:*

The Issuer shall procure that there shall at all times be four Reference Banks (or such other number as may be required) with offices in the Relevant Financial Centre and one or more Calculation Agents if provision is made for them in the applicable Final Terms and for so long as any Note is outstanding. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the Issuer shall appoint another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Period or Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer 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.

5. **Redemption, Purchase and Options**

(a) *Redemption by Instalments and Final Redemption:*

- (i) Unless previously redeemed, purchased and cancelled as provided in this Condition 5 (Redemption, Purchase and Options) or unless the relevant Instalment Date (being one of the dates so specified in the applicable Final Terms) is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 5(d) or 5(e), 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 applicable 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 on presentation of the related Receipt, in which case such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.
 - (ii) Unless previously redeemed, purchased and cancelled as provided below or unless its maturity is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 5(d) or 5(e), each Note shall be finally redeemed on the Maturity Date specified in the applicable Final Terms at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) or, in the case of a Note falling within sub-paragraph (i) above, its final Instalment Amount.
- (b) *Early Redemption:*
- (i) *Zero Coupon Notes:*
 - (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9 (Events of Default), shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified in the applicable Final Terms.
 - (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face 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 applicable Final Terms, shall be such rate as would produce an Amortised Face 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 5(c) or upon it becoming due and payable as provided in Condition 9 (Events of Default) is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the reference therein to the date on which the Note becomes due and payable were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (as well after as before 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 4(c).

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 specified in the applicable 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 5(c) or upon it becoming due and payable as provided in Condition 9 (Events of Default), shall be the Final Redemption Amount unless otherwise specified in the applicable Final Terms.

(c) *Redemption for Taxation Reasons:*

(i) If by reason of any change in, or amendment to, the laws and regulations of the Republic of France or any political subdivision or any authority therein or thereof having power to tax, or any change in the official application or interpretation thereof, becoming effective after the Issue Date, the Issuer would become obliged to pay additional amounts as provided or referred to in Condition 7 (Taxation), the Issuer may (having given not more than 60 nor less than 30 days' notice to the Noteholders, which notice shall be irrevocable) redeem at their Early Redemption Amount (as described in Condition 5(b) above) together with interest accrued (if any) to the date fixed for redemption all (but not some only) of the Notes on any Interest Payment Date, or, if so specified in the applicable Final Terms, at any time, at their Early Redemption Amount (together with interest accrued to the date fixed for redemption), 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 principal and interest without withholding for French taxes.

(ii) If, on the occasion of the next payment due in respect of the Notes, the Issuer would be prevented by French law from making payment to the Noteholders and the Couponholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts as provided in Condition 7 (Taxation), then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and shall redeem all, but not some only, of the Notes then outstanding at their Early Redemption Amount, together with interest accrued (if any) to the date of such redemption 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 on this Note, at any time, provided that the due date for redemption of which notice hereunder shall be given shall be the latest practicable date on which the Issuer could make payment of the full amount payable in respect of the Notes, Receipts or Coupons or, if that date is passed, as soon as practicable thereafter.

(d) *Redemption at the Option of the Issuer and Exercise of Issuer's Options:*

If Issuer Call is specified in the applicable Final Terms, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the applicable Final Terms) redeem, or exercise any Issuer's option (as may be described in the applicable Final Terms) in relation to, all or, if so provided, some of the Notes on any Optional Redemption Date or Option Exercise Date, as the case may be. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the minimum nominal amount to be redeemed (the **Minimum Redemption Amount**) specified in the applicable Final Terms and no greater than the maximum nominal amount to be redeemed (the **Maximum Redemption Amount**) specified in the applicable Final Terms.

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

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

So long as the Notes are admitted to trading on Euronext Paris, the Issuer shall, once in each year in which there has been a partial redemption of the Notes, cause to be published in accordance with Articles 221-3 and 221-4 of the *Règlement Général* of the *Autorité des marchés financiers* and on the website of any other competent authority and/or Regulated Market of the EEA Member State where the Notes are listed and admitted to trading, a notice specifying the aggregate nominal amount of Notes outstanding and, in the case of Definitive Notes, a list of any Definitive Notes drawn for redemption but not surrendered.

(e) *Redemption at the Option of Noteholders and Exercise of Noteholders' Options:*

If Investor Put is specified in the applicable Final Terms, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note 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 applicable 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. It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Final Terms.

To exercise such option or any other Noteholders' option that may be set out in the applicable Final Terms (which must be exercised on an Option Exercise Date) the holder must deposit such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent at its specified office, together with a duly completed option exercise notice (**Exercise Notice**) in the form obtainable from any Paying Agent within the notice period. No Note so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(f) *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 applicable Final Terms.

(g) *Purchases:*

The Issuer may at any time purchase Notes (provided that all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or by tender or by private treaty or otherwise at any price.

(h) *Cancellation:*

All Notes purchased by or on behalf of the Issuer will, subject to applicable laws and regulations, at the option of the Issuer, either (i) be kept by or on behalf of the Issuer, or (ii) be cancelled by surrendering the Notes in question together with all unmatured Receipts and Coupons and all unexchanged Talons to the Fiscal Agent and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so cancelled or surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

6. Payments and Talons

(a) *Payments:*

Payments of principal and interest in respect of Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 6(e)(v)) or Coupons (in the case of interest, save as specified in Condition 6(e)(v)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a bank in the principal financial centre for such currency, or, in the case of euro, in a city in which banks have access to the TARGET2 System.

(b) *Payments in the United States:*

Notwithstanding the foregoing, if any 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.

(c) *Payments Subject to Fiscal Laws:*

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 7 (Taxation). No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(d) *Appointment of Agents:*

The Fiscal Agent, the Paying Agents and the Calculation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents and the Calculation Agent(s), act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with 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, or the Calculation Agent(s) and/or approve any change in the specified office through which any Paying Agent acts 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 (and further provided that on a redenomination of the Notes pursuant to Condition 1(b) and a consolidation of the Notes with a further issue of Notes pursuant to Condition 11 (Further Issues and Consolidation), the Issuer shall procure that the same entity shall be appointed as the Redenomination Agent and the Consolidation Agent in respect of both the Notes and such other issues of notes, (iv) the Issuer will maintain such other agents as may be required by the rules of any other stock exchange on which the Notes may be listed (or any other relevant authority) and (v) a Paying Agent in a Member State of the European Union (a **Member State**) that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC, or any law implementing or complying with, or introduced in order to conform to, such Directive (any such Directive or law, an **EU Savings Directive Tax Law**) to the extent that any Member State does not maintain any obligation to so withhold or deduct pursuant to any EU Savings Directive Tax Law.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Notes denominated in U.S. dollars in the circumstances described in Condition 6(b) above.

Notice of any such change or of any change of any specified office shall promptly be given to the Noteholders.

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

Unless the Notes provide that the relative Coupons are to become void upon the due date for redemption of those Notes, Notes should be surrendered for payment together with all unmaturing Coupons (if any) appertaining thereto, failing which an amount equal to the face value of each missing unmaturing Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmaturing Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, 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 8).

- (i) If the Notes so provide, upon the due date for redemption of any Note, unmaturing Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (ii) Upon the due date for redemption of any 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.
- (iii) Upon the due date for redemption of any Note that is redeemable in instalments, all Receipts relating to such 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.
- (iv) Where any Note that provides that the relative unmaturing Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmaturing Coupons, and where any 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.
- (v) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Note or Certificate representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.

(f) *Talons:*

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any 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 8 (Prescription)).

(g) *Non-Business Days:*

If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day 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) 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 "Additional Financial Centres" in the applicable Final Terms and:

- (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, a day 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, a day which is a TARGET2 Business Day.

7. **Taxation**

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.

If French law should require that payments of principal or interest in respect of any Note be subject to withholding or deduction with respect to any taxes or duties whatsoever, the Issuer will, to the fullest extent then permitted by French law, pay such additional amounts as may be necessary in order that the net amounts received by the holders of Notes, Receipts and Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would have been receivable in respect of the Notes, Receipts or Coupons, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

- (i) presented for payment by or on behalf of a holder who is liable to such taxes or duties in respect of such Note or Coupon by reason of his having some connection with the Republic of France other than the mere holding of the Note, Receipt or Coupon; or
- (ii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to the new European Council Directive 2003/48/EC on the taxation of savings income, or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (iii) presented for payment by or on behalf of a holder 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 European Union; or
- (iv) presented for payment more than 30 days after the Relevant Date, except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days.

As used in these Conditions, **Relevant Date** in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate), 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 Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 5 (Redemption, Purchase and Options) or any amendment or supplement to it, (ii) **interest** shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 (Interest and other Calculations) 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.

8. Prescription

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

9. Events of Default

Upon any of the following events (each an **Event of Default**) taking place, the holder of any Note may give written notice to the Issuer through the Fiscal Agent at its specified office that such Note is immediately due and payable, whereupon the Early Redemption Amount of such Note together with accrued interest to the date of payment shall become immediately due and payable, unless such Event of Default shall have been remedied prior to the receipt of such notice by the Fiscal Agent:

- (a) default is made for more than 15 days in the payment of any principal and interest due in respect of the Notes; or
- (b) default by the Issuer in the performance or observance of any other obligation on its part under the Notes and such default continues for 30 days after written notice requiring such default to be remedied has been given by the holder of any Note through the Fiscal Agent to the Issuer; or
- (c) any other indebtedness for money borrowed by the Issuer becoming prematurely repayable following a default, or steps being taken to enforce any security in respect thereof, or the Issuer defaulting in the repayment of any such indebtedness at the maturity thereof as extended by any applicable grace period, or any guarantee of any indebtedness for money borrowed given by the Issuer not being honoured when due and called upon; or
- (d) the Issuer being dissolved or merged into a company, unless in such event the obligations of the Issuer pursuant to the Notes are assumed by such company either expressly by contract or by virtue of applicable law.

10. Replacement of Notes, Receipts, Coupons and Talons

If a Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations, at the specified office of the Paying Agent in London or such other Paying Agent, as the case may be, 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 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 Notes, Receipts,

Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

11. Further Issues and Consolidation

(a) Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes ranking *pari passu* with the Notes and having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them). References in these Conditions to **Notes** shall be construed accordingly.

(b) Consolidation

The Issuer may also from time to time upon not less than 30 days' prior notice to Noteholders, without the consent of the holders of the Notes or Coupons of any Series, consolidate the Notes with notes of one or more other Series issued by it provided that, in respect of all periods subsequent to such consolidation, the notes of all such other Series are denominated in the same currency as such Notes (irrespective of the currency in which any notes of such other Series were originally issued) and otherwise have the same terms and conditions as such Notes. Notice of any such consolidation will be given to the Noteholders in accordance with Condition 13 (Notices). The Fiscal Agent shall act as the consolidation agent (in such capacity, the **Consolidation Agent**).

With effect from their consolidation, the Notes and the notes of such other Series will (if listed prior to such consolidation) be listed on at least one European stock exchange on which either such Notes or the notes of such other Series were listed immediately prior to consolidation.

The Issuer shall in dealing with the holders of such Notes following a consolidation pursuant to this Condition 11 (Further Issues and Consolidation) have regard to the interests of the holders of such Notes and the holders of the notes of such other Series, taken together as a class, and shall treat them alike.

12. Meetings of Noteholders and Modifications

(a) Meetings of Noteholders:

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Agency Agreement) of a modification of any of these Conditions. Such a meeting may be convened by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia* (other than as specifically provided in these Conditions) (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Rate of Interest, Instalment Amount or Redemption Amount is shown in the applicable Final Terms, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of

payment or denomination of the Notes, (vii) to take any steps that are specified in the applicable Final Terms may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply or (viii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, in which case the necessary quorum shall be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

(b) *Modification of Agency Agreement:*

The Issuer shall only permit any modification (including for the purposes of giving effect to the provisions of Conditions 1(b) and 11 (Further Issues and Consolidation)) of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

13. Notices

Notices to the holders of Notes shall be valid if published (i) in a daily newspaper of general circulation in London (which is expected to be the *Financial Times*), and (ii) so long as the Notes are listed on Euronext Paris S.A. and the rules of that exchange so require, in a daily newspaper with general circulation in France, (which is expected to be the *La Tribune* or *Les Echos*) or in accordance with Articles 221-3 and 221-4 of the General Regulation (*Règlement Général*) of the *Autorité des marchés financiers*). If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Notes in accordance with this Condition 13 (Notices). The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any other stock exchange (or other relevant authority) on which the Notes are for the time being listed. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in each such newspaper.

Except in the case of Notes listed on Euronext Paris S.A., until such time as any definitive Notes are issued, there may (provided that in the case of Notes listed on any stock exchange, the rules of such stock exchange (or other relevant authority) so permit), so long as the global Note(s) is or are held in its/their entirety on behalf of Euroclear and Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and Clearstream, Luxembourg for communication by them to the Noteholders. Any such notice shall be deemed to have been given to the holders of the Notes on the seventh day after the day on which the said notice was given to Euroclear and Clearstream, Luxembourg.

Notices to be given by any holder of the Notes shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Agent. Whilst any of the Notes are represented by a global Note, such notice may be given by any holder of a Note to the Agent via Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

14. Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999 except and to the extent (if any) that the Notes expressly provide for such Act to apply to any of their terms.

15. Governing Law and Jurisdiction

(a) *Governing Law:*

The Notes, the Receipts, the Coupons, the Talons and the Agency Agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with the Notes, the Receipts, the Coupons, the Talons and/or the Agency Agreement) are governed by, and shall be construed in accordance with, English law.

(b) *Jurisdiction:*

The courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Receipts, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons (**Proceedings**) (including a dispute relating to any non-contractual obligations arising out of or in connection with the Notes, the Receipts, the Coupons and/or the Talons) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of each of the holders of the Notes, Receipts, Coupons and Talons (including any Proceedings relating to any non-contractual obligations arising out of or in connection with the Notes, the Receipts, the Coupons and/or the Talons), and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

(c) *Service of Process:*

The Issuer irrevocably appoints Rail Europe Limited of 34 Tower View, West Malling, Kent ME19 4ED, its authorised agent in England, to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not it is forwarded to and received by the Issuer). If for any reason such process agent ceases to be able to act as such or no longer has an address in London, the Issuer irrevocably agrees to appoint a substitute process agent and shall immediately notify Noteholders of such appointment in accordance with Condition 13 (Notices). Nothing shall affect the right to serve process in any manner permitted by law.

(d) *Immunity from Attachment:*

The assets and properties of the Issuer cannot be subject to any attachment or other enforcement proceedings in the Republic of France.

USE OF PROCEEDS

The net proceeds of each issue of Notes will be applied by the Issuer in refinancing existing debt and financing its operations.

FORM OF NOTES

The Notes of each Series will be in bearer form, with or without coupons attached and will be issued outside the United States in reliance on Regulation S under the Securities Act (**Regulation S**).

Initial Issue of Notes

Each Tranche of Notes will be initially issued in the form of a temporary global note (a **Temporary Global Note**) or, if so specified in the applicable Final Terms, a permanent global note (a **Permanent Global Note**) which, in either case, will:

- (i) if the Global Notes are intended to be issued in new global note (NGN) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**); and
- (ii) if the Global Notes are not intended to be issued in NGN Form, be delivered on or prior to the original issue date of the Tranche to a common depository (the **Common Depository**) for, Euroclear and Clearstream Luxembourg.

Upon the initial deposit of a Global Note with the Common Depository or Common Safekeeper, as the case may be, the Common Depository or the Common Safekeeper will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

Upon the initial deposit of a Global Note with Euroclear France (including where Euroclear France is acting as central depository), the *intermédiaires financiers habilités* (French banks or brokers authorised to maintain securities accounts on behalf of their clients (each an **Approved Intermediary**)) who are entitled to such Notes according to the records of Euroclear France will credit each subscriber with a principal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

Notes that are initially deposited with the Common Depository (or Common Safekeeper, as the case may be) may also be credited to the accounts of subscribers with Approved Intermediaries or (if indicated in the applicable Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by Euroclear France or other clearing systems. Conversely, Notes that are initially deposited with Euroclear France or any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg, or other clearing systems.

The following legend will appear on all Notes which have an original maturity of more than 365 days and on all receipts and interest coupons relating to such Notes:

"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."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Notes, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes, receipts or interest coupons.

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg, an Approved Intermediary or any other clearing system (an **Alternative Clearing System**) as the holder of a Note represented by a

Global Note must look solely to Euroclear, Clearstream, Luxembourg, such Approved Intermediary or such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note and in relation to all other rights arising under the Global Notes, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, Euroclear France or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note in respect of each amount so paid.

Exchange of Interests in Global Notes

1. Temporary Global Notes

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

- (i) if the applicable Final Terms indicates that such Global Note is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see "Summary of the Programme-Selling Restrictions"), in whole, but not in part, for the Definitive Notes defined and described below; and
- (ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a Permanent Global Note or, if so provided in the applicable Final Terms, for Definitive Notes, provided that purchasers in the United States and certain U.S. persons will not be able to receive Definitive Notes in bearer form.

2. Permanent Global Notes

Each Permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under "Partial Exchange of Permanent Global Notes", in part for Definitive Notes:

- (i) unless principal in respect of any Notes is not paid when due, by the Issuer giving notice to the Noteholders and the Fiscal Agent of its intention to effect such exchange;
- (ii) if the applicable Final Terms provides that such Global Note is exchangeable at the request of the holder, by the holder giving notice to the Fiscal Agent of its election for such exchange; and
- (iii) otherwise, (1) if the Permanent Global Note is held on behalf of Euroclear, Clearstream, Luxembourg, Euroclear France or an Alternative Clearing System, and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so or (2) if principal in respect of any Notes is not paid when due, by the holder giving notice to the Fiscal Agent of its election for such exchange.

3. Partial Exchange of Permanent Global Notes

For so long as a Permanent Global Note is held on behalf of a clearing system and that clearing system so permits, such Permanent Global Note will be exchangeable in part on one or more occasions for Definitive Notes (i) if principal in respect of any Notes is not paid when due or (ii) if so provided in, and in accordance with, the Conditions (which will be set out in the applicable Final Terms) relating to Partly-paid Notes.

4. **Delivery of Notes**

On or after any due date for exchange the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a Temporary Global Note exchangeable for a Permanent Global Note, deliver, or procure the delivery of, a Permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a Temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a Permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes. In this Base Prospectus, **Definitive Notes** means, in relation to any Global Note, the definitive Notes for which such Global Note 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 Global Note and a Talon). Definitive Notes will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Agency Agreement. On exchange in full of each Permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

5. **Exchange Date**

Exchange Date means, in relation to a Temporary Global Note, the day falling after the expiry of 40 days after its issue and, in relation to a Permanent Global Note, a day falling not less than 60 days, or in the case of failure to pay principal in respect of any Notes when due, 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.

Modification of the Conditions of the Notes while in Global Form

The Global Notes contain provisions that apply to the Notes that they represent, some of which modify the effect of the terms and conditions of the Notes set out in this Base Prospectus. The following is a summary of certain of those provisions:

1. **Payments**

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a Permanent Global Note or for Definitive Notes is improperly withheld or refused. Payments on any Temporary Global Note issued in compliance with the D Rules before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. A record of each payment so made will be endorsed on each Global Note, which endorsement will be prima facie evidence that such payment has been made in respect of the Notes.

2. **Prescription**

Claims against the Issuer in respect of principal and interest in respect of Notes that are represented by a Global Note will become void unless it is presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 7 (Taxation)).

3. Meetings

The holder of a Permanent Global Note shall (unless such Permanent Global Note represents only one Note) be treated as being two persons for the purposes of any quorum requirements of a meeting of Noteholders and at any such meeting, as having one vote in respect of each minimum Specified Denomination of Notes for which such Global Note may be exchanged.

4. Cancellation

Cancellation of any Note represented by a Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant Global Note.

5. Purchase

Notes represented by a Permanent Global Note may only be purchased by the Issuer if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

6. Events of Default

Each Global Note provides that the holder may cause such Global Note, or a portion of it, to become due and repayable in the circumstances described in Condition 9 (Events of Default) by stating in the notice to the Fiscal Agent the nominal amount of such Global Note which is becoming due and repayable. If principal in respect of any Note is not paid when due, the holder of a Global Note may elect for direct enforcement rights against the Issuer under the terms of a Deed of Covenant executed as a deed by the Issuer on 20 December 2011 (as supplemented from time to time) to come into effect in relation to the whole or a part of such Global Note, as accountholders with a clearing system. Following any such acquisition of direct rights, the Global Note will become void as to the specified portion.

7. Issuer's Option

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a Permanent Global Note shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. If 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 or an Approved Intermediary in respect of the Notes will be governed by the standard procedures of Euroclear, Clearstream, Luxembourg, Euroclear France or other relevant clearing system (as the case may be). In the case of a Permanent Global Note in NGN form, such a redemption will be reflected in the records of the ICSDs as either a nominal reduction or as a pool factor, at the discretion of the ICSDs.

8. Noteholders' Options

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a Permanent Global Note and such Global Note is held on behalf of Euroclear and/or Clearstream, Luxembourg, may be exercised by the holder of the Global Note giving a notice of exercise in relation to the principal amount of the Notes in respect of which such option is exercised within the time limits set forth in that Condition and/or as required by the relevant clearing system and at the same time presenting or procuring the presentation of the Global Note to the Principal Paying Agent for notation accordingly. Whilst all of the Notes are represented by a Permanent Global Note and such Global Note is held on behalf of Euroclear and/or Clearstream, Luxembourg,

notices of exercise shall be given in accordance with the standard procedures of Euroclear and/or Clearstream, Luxembourg (which may include notice being given on the instruction of the relevant holder by the relevant clearing system or any common depository therefor to the Principal Paying Agent by electronic means) in a form acceptable to the relevant clearing system from time to time.

9. Notices

Notices to the holders of Notes shall be valid if published (i) in a daily newspaper of general circulation in London (which is expected to be the *Financial Times*), and (ii) so long as the Notes are admitted to trading on, and listed on Euronext Paris S.A. and the rules of that exchange so require, in a daily newspaper with general circulation in France (which is expected to be the *La Tribune* or *Les Echos*) and/or the Autorité des marchés financiers' website at www.amf-france.org. If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Notes in accordance with Condition 13 (Notices). The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any other stock exchange (or other relevant authority) on which the Notes are for the time being listed. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in each such newspaper.

Except in the case of Notes listed on Euronext Paris S.A., until such time as any definitive Notes are issued, there may (provided that in the case of Notes listed on any stock exchange, the rules of such stock exchange (or other relevant authority) so permit), so long as the global Note(s) is or are held in its/their entirety on behalf of Euroclear and Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and Clearstream, Luxembourg for communication by them to the Noteholders. Any such notice shall be deemed to have been given to the holders of the Notes on the seventh day after the day on which the said notice was given to Euroclear and Clearstream, Luxembourg.

Notices to be given by any holder of the Notes shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Fiscal Agent. Whilst any of the Notes are represented by a global Note, such notice may be given by any holder of a Note to the Fiscal Agent via Euroclear and/ or Clearstream, Luxembourg, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

10. Partly-Paid Notes

The provisions relating to Partly-Paid Notes are not set out in this Base Prospectus, but will be contained in the applicable Final Terms and thereby in the Global Notes. While any instalments of the subscription moneys due from the holder of Partly-Paid Notes are overdue, no interest in a Global Note representing such Notes may be exchanged for an interest in a Permanent Global Note or for Definitive Notes (as the case may be). If any Noteholder fails to pay any instalment due on any Partly-Paid Notes within the time specified, the Issuer may forfeit such Notes and shall have no further obligation to their holder in respect of them.

11. Redenomination and Consolidation

A Global Note may be amended or replaced by the Issuer (in such manner as it considers necessary after consultation with the Redenomination Agent and/or the Consolidation Agent, as the case may be) for the purposes of taking account of the redenomination and/or consolidation of the Notes pursuant to Conditions 1(b) and 11 (Further Issues and Consolidation). Any consolidation may, in

such circumstances, require a change in the relevant common depositary or central depositary, as the case may be.

DESCRIPTION OF THE ISSUER

HISTORY AND DEVELOPMENT OF SNCF

Corporate Name and Registered Office

The corporate name of the Issuer is *Société Nationale des Chemins de fer Français* (**SNCF** or **the Issuer**).

Its registered and head office is at 34, rue du Commandant Mouchotte 75014 Paris, France. Its telephone number is (+33)(0)1 53 25 60 00.

Legal form, Governing law and Registration

The Issuer is a French public entity of an industrial and commercial character (*établissement public à caractère industriel et commercial – EPIC*) with autonomous management created under Law N°. 82-1153 dated 30 December 1982 modified by the Reform Law of 13 February 1997 as Law N°. 97-135, modified by Law N°. 2010-788 dated 12 July 2010 relating to national commitment to the environment (*loi portant engagement national pour l'environnement*) and codified in the *Code des transports* by Article 7 of Ordinance n°2010-1307 relating to the legislative part of the *Code des transports*. Pursuant to Article L.2141-10 of the *Code des transports* (formerly Article 25 of Law N°82-1153), the Issuer is subject to the financial management and accounting rules applicable to commercial companies.

As from 1 January 1983, SNCF became the successor of the corporation created pursuant to the Law dated 31 August 1937 and took over the name *Société Nationale des Chemins de Fer Français*.

The Issuer is registered with the *Registre du commerce et des sociétés de Paris* under the registration number 552 049 447.

Date of Incorporation and Duration

The Issuer was incorporated on 31 March 1955 for an unlimited duration.

Purpose of the Issuer

The Reform Law, Law n° 2006-10 dated 5 January 2006 on the opening of the French rail freight to the competition and Law n°2009-1503 dated 8 December 2009 relating to the organisation and regulation on railways transport modified Law n°82-1153 dated 30 December 1982 which, *inter alia*, sets out SNCF's purpose (Article 18, recently codified in Articles L.2141-1 to L.2141-5 of the *Code des transports*).

The purpose of the Issuer is:

- to operate the passenger services on the national railway network, subject to Article L.2121-12 of the *Code des transports*;
- to operate other rail transport services including international rail transports;
- to manage transparently and with no discriminatory manner stations entrusted by the State or other public entities and to collect royalties from railways companies;
- to ensure, under the principles of public service, the performance of the management missions of the infrastructure provided by Articles L. 2111-9 and L. 2123-4 of the *Code des transports*.

The Issuer may create subsidiaries or take shareholdings in companies, group or other entities, the purpose of which is related, or complementary to SNCF's purpose. It is authorized to perform any activities that are directly or indirectly to its purpose.

Financial Year

The Issuer's financial year starts on 1 January and ends on 31 December of each year.

Capital

The Issuer's capital is wholly owned by the French State. The Issuer has no shares.

Please refer to page 10 of the SACFS 2011 which is incorporated by reference in this Base Prospectus.

Investments

Please refer to page 25 of CMR 2010 and page 22 of the SAMR 2011 which are incorporated by reference in this Base Prospectus.

BUSINESS OVERVIEW

Principal Activities

Please refer to pages 13-25 of the CMR 2010 which is incorporated by reference in this Base Prospectus.

Principal Markets

Please refer to pages 13-25 of the CMR 2010 which is incorporated by reference in this Base Prospectus.

ORGANISATIONAL STRUCTURE

Please refer to page 10 of the SAMR 2011 which is incorporated by reference in this Base Prospectus.

ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

The Board of Directors

As of the date of this Base Prospectus, the composition of the Board of Directors of the Issuer is determined in accordance with the provisions of Decree N°. 83-38 dated 24 January 1983. The function and business address of each member of the Board of Directors of the Issuer is as follows:

Mr. Guillaume PEPY	<i>Président of SNCF</i> Representative of the State 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Jean Dominique COMOLLI	Representative of the State <i>Directeur Général de l'Agence des Participations de l'Etat,</i> <i>Ministère de l'Economie, des Finances et de l'Industrie</i> 139 rue de Bercy 75572 Paris Cedex 12
Mr. Jean BASSÈRES	Representative of the State <i>Chef du Service de l'Inspection Générale des Finances</i> <i>Ministère de l'Economie, des Finances et de l'Industrie</i> 139 rue de Bercy 75572 Paris Cedex 12
Mr. Claude GRESSIER	Representative of the State

	<p><i>Chargé de Mission à la Direction Générale des Infrastructures, des transports et de la Mer</i> <i>Ministère de l'Ecologie, du développement durable, des Transports et du Logement</i> Tour Pascal B 92055 Paris, La Défense Cedex 04</p>
Mrs. Dominique DRON	<p>Representative of the State <i>Commissaire générale et déléguée interministérielle au développement durable</i> <i>Ministère de l'Ecologie, du développement durable, des Transports et du Logement</i> 3, place Fontenoy 75007 Paris</p>
Mr. Daniel CANEPA	<p>Representative of the State <i>Préfet de la Région Ile-de-France</i> 5, rue Leblanc 75911 Paris Cedex 15</p>
Mr. Julien DUBERTRET	<p>Representative of the State <i>Directeur du Budget</i> Ministère de l'Economie, des Finances et de l'Industrie 139, rue de Bercy 75572 Paris Cedex 12</p>
Mr. Jean-Pierre CLAMADIEU	<p>Shippers Representative <i>Président-Directeur Général of Rhodia SA</i> Tour A-110 esplanade Charles de Gaulle 92931 La Défense Cedex 402 Courbevoie</p>
Mr. Marc DEBRINCAT	<p>Passenger Representative <i>Responsable juridique de la FNAUT</i> 32, rue Raymond Losserand 75014 Paris</p>
Mr. Michel DUBROMEL	<p>Chosen for his expertise in the transportation field <i>Responsable du réseau Transport et mobilité durable de France Nature Environnement</i> Les Adrets 39400 Longchaumois</p>
Mr. Francis GRIGNON	<p>Chosen for his knowledge of the regional, departmental and local aspects of railway issues <i>Sénateur du Bas-Rhin</i> 13/15 rue Mercière BP43 67151 Erstein</p>
Mrs. Françoise BRANQUET	<p>Chosen for his knowledge of the regional, departmental and local aspects of rail issues <i>Député du Doubs, Assemblée Nationale</i> 126, rue de l'Université 75700 Paris</p>

Mr. Henri BASCUNANA	Representative of the employees of SNCF 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Thierry ROY	Representative of the employees of SNCF 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Christian MAHIEUX	Representative of the employees of SNCF 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Grégory ROUX	Representative of the employees of SNCF 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Eric TOURNEBOEUF	Representative of the employees of SNCF 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Michel GIRAUDON	Representative of the employees of SNCF 34, rue du Commandant Mouchotte 75699 Paris Cedex 14

Executive Committee

Executive Committee as at the date of this Base Prospectus is as follows:

Mr. Guillaume PEPY	<i>Président</i> 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. David AZEMA	<i>Directeur Général Délégué du Groupe SNCF</i> 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Pierre BLAYAU	<i>Directeur Général de la Branche SNCF Geodis, Président de Geodis</i> 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mrs. Sophie BOISSARD	<i>Directrice Générale de la Branche Gares et Connexions</i> 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mrs. Sylvie CHARLES	<i>Directrice de l'Activité Fret SNCF (Branche SNCF Geodis)</i> 24 rue Villeneuve 92583 Clichy Cedex
Mrs. Barbara DALIBARD	<i>Directrice Générale de la Branche SNCF Voyages</i> 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Antoine De Rocquigny	<i>Directeur de cabinet du Président</i> 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Jacques DAMAS	<i>Directeur Général de la Sécurité et de la <u>Qualité</u> du service</i>

	<i>ferroviaire</i> 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Bernard EMSELLEM	<i>Directeur Général Délégué à l'Ecomobilité</i> 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Jean-Pierre FARANDOU	<i>Directeur Général de la Branche SNCF Proximités</i> 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Pierre IZARD	<i>Directeur Général de la Branche SNCF Infra</i> 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Joël LEBRETON	<i>Directeur Général Adjoint Développement de la Branche SNCF Proximités</i> 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. François NOGUE	<i>Directeur Général Délégué Cohésion et Ressources Humaines</i> 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Alain PICARD	<i>Directeur Général Adjoint Finances, Achats et Systèmes d'Information</i> 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Patrick ROPERT	<i>Directeur Communication</i> 34, rue du Commandant Mouchotte 75699 Paris Cedex 14
Mr. Claude SOLARD	<i>Directeur Général Régions et Intercités de la Branche SNCF Proximités</i>
Mrs. Bénédicte TILLOY	<i>Directrice Générale Transilien de la Branche SNCF Proximités</i>
Mr. Stéphane VOLANT	<i>Secrétaire Général</i> 34, rue du Commandant Mouchotte 75699 Paris Cedex 14

Administrative Management and Supervisory bodies conflict of interests

Please refer to pages 29-30 "Corporate Governance" of SAMR 2011 which is incorporated by reference in this Base Prospectus.

To the Issuer's knowledge, there are no existing potential conflict of interest between any of the Directors' duties with respect to the Issuer and their private interests and/or duties.

BOARD PRACTICES

Corporate Governance

The Issuer complies in all material respects with the French corporate governance regime applicable to it pursuant to Decrees n°83-3 dated 5 January 1983, and n°83-38 dated 24 January 1983 and n°83-110 dated 18 February 1983.

CHAIRMAN'S REPORT ON THE TERMS AND CONDITIONS GOVERNING THE PREPARATION AND ORGANISATION OF THE BOARD OF DIRECTORS' WORK AND THE INTERNAL CONTROL AND RISK MANAGEMENT PROCEDURES.

The report on the terms and conditions governing the preparation and organisation of the Board of Directors' work and the internal control and risk management procedures was presented to the Board of Directors. It describes the progress made in setting up a quality internal control function, to which SNCF has long been committed, not only in terms of financial reporting reliability but also in regard to all operating activity.

The report is based on the reference framework of the AMF (French Securities Regulator).

The main improvements to the SNCF internal control function for 2010 concern the following:

- signing of representation letters by division managers, formalising their commitment to the fairness and reasonableness of the financial information they produce;
- approval of a precise timetable for the Group's 2011 financial reporting, with regard to both revenue and earnings;
- creation of a network of internal controllers within divisions, activities and certain transversal departments and the signing of a roadmap for each of them, specifying the involvement process and its limits;
- preparation for each division, activity and certain transversal departments of a 2010 internal control report outlining the work performed and stating the main forecasts for 2011;
- drafting by the ethics department of new Group ethics guide, designed to strengthen management's ethical responsibility and its active role in its deployment. An ethics committee was also set up within Geodis;
- creation of a network of risk managers appointed by the various Group entities and widespread deployment of risk mapping that should enable the Audit and Risk Department to prepare a summary of the Group's major risks;
- strengthening of information system security by division or activity via the network of information system security officers (ISSO);
- appointment of a Data Protection Officer, who guarantees that the personal data of employees and customers within the company is protected; and
- implementation of the first two reference document measures to improve the quality of working life and prevent stress with an awareness campaign for almost 1,800 managers and around one hundred local working life quality analyses.

This report is available on request from the SNCF Audit and Risk department at 34, rue du commandant René Mouchotte, 75014 PARIS.

Audit Committee

The current composition, as at the date of this Base Prospectus, of the Audit and Risk Committee of the Issuer is as follows:

President:	Mr. Jean BASSERES (representative of the State)
Members:	Mr. Jean Dominique COMOLLI (representative of the State) Mr. Claude GRESSIER (representative of the State) Mr. Julien DUBERTRET (representative of the State) Mr. Eric TOURNEBOEUF (representative of the employees of SNCF) Mr. Gregory ROUX (representative of the employees of SNCF)

FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS, FINANCIAL POSITIONS AND FINANCE PERFORMANCE

Audited historical financial information covering the latest two financial years and the audit report in respect of each year:

(a) balance sheet

Please refer to page 32 of the FR 2009 and to pages 5 to 6 of the CFS 2010 which are incorporated by reference in this Base Prospectus.

(b) income statement

Please refer to page 33 of the FR 2009 and to page 7 of the CFS 2010 which are incorporated by reference in this Base Prospectus.

(c) cash flow statement

Please refer to page 36 of the FR 2009 and to page 10 of the CFS 2010 which are incorporated by reference in this Base Prospectus.

(d) accounting policies and explanatory notes

Please refer to pages 38 to 138 of the FR 2009 and to pages 11 to 102 of the CFS 2010 which are incorporated by reference in this Base Prospectus.

(e) Auditors' report

Please refer to pages 140 and 141 of the FR 2009 and to pages 1 to 4 of the CAR 2010 which are incorporated by reference in this Base Prospectus.

Both 2010 and 2009 Auditors' Reports contain qualifications on the Freight assets valuation method. The 2010 Auditor's Report includes an emphasis paragraph relating to a change in accounting principles with respect to new accounting standards and a change in the presentation of subsidies in the balance sheet. The 2009 Auditors' Report includes an emphasis paragraph with respect to new accounting standards

Interim financial information

(a) balance sheet

Please refer to pages 6 to 7 of the SACFS 2011 which is incorporated by reference in this Base Prospectus.

(b) income statement

Please refer to page 8 of the SACFS 2011 which is incorporated by reference in this Base Prospectus.

(c) cash flow statement

Please refer to page 11 of the SACFS 2011 which is incorporated by reference in this Base Prospectus.

(d) accounting policies and explanatory notes

Please refer to pages 12 to 29 of SACFS 2011 which is incorporated by reference in this Base Prospectus.

(e) Auditors' review report

Please refer to pages 1 to 3 of the SACFS 2011 which is incorporated by reference in this Base Prospectus.

This Auditors' Report contains qualifications on the Freight assets valuation method.

SELECTED FINANCIAL INFORMATION

Please refer to page 5 of the FR 2009, to page 7 of the CMR 2010 and to page 4 of the SAMR 2011 which are incorporated by reference in this Base Prospectus.

RECENT DEVELOPMENTS

Parent Company

- Opening of the "*Assises du ferroviaire*" on 15 September 2011, including conferences involving debates and reflections in respect of a four-month period relating to the French railway model of the future and the opening of the same to competition.
- Implementation of a new convention relating to the management of railway traffic for three years and publication of the decree on 28 July 2011 on the definition of the conditions of organization and functioning of the traffic service administrator and the circulation of the instructions, activities and demands of railway companies slots, created to insure the independence within SNCF.
- Inauguration of the Rhin-RhôneTGV line allowing significant time saving.
- Launch of a daily connection between Frankfurt and Marseille as a result of a collaboration between SNCF and DB.
- Softening of the supervision of SNCF's price rates: the difference between rush hour and other periods no longer applied to set tickets prices.

SNCF Group

KEOLIS

- Won the contract "Gold Coast" in Australia in partnership with Dohner (tramway).
- Obtained the renewal of a railroad franchise in Germany with an extension of the exploited network.
- Obtained the extension for three years of the English franchise jointly held by Keolis / First.
- Won the networks of Aix-en-Provence, Orléans and Metz in France.

SVD

- Acquisition of 25 per cent. of the shares of the Austrian railroad operator Westbahn.

GEODIS

- Acquisition by Geodis on 28 July 2011 of Pharmalog, a company of logistics and distribution of pharmaceutical products allowing Geodis to become one of the three first participants in the French market of health logistics.
- Cooperation between Geodis, N°1 of the domestic express distribution in France, and Kiala, first delivery network in Europe covering five countries, to offer their customers a nearby transport and delivery network.

SEAFRANCE

- In a decision dated 24 October 2011, the European Commission refused to grant approval to the financing by SNCF of the SeaFrance continuation plan notified by the French authority in February 2011, arguing that such financing would constitute the type of State aid that is incompatible with the internal market.

- In the meantime, the Commercial Court of Paris has decided, on 16 November 2011, on the judicial liquidation of SeaFrance as the Court deemed both the takeover offer by the LDA/DFDS consortium and the buyout offer by a SeaFrance's employees cooperative inadequate. SeaFrance may carry on its activities until 28 January 2012 to allow buyout candidates to submit an improved offer up to 12 December 2011.
- At the date of this Base Prospectus, the Commercial Court had received a single offer from the cooperative company. The Court will shortly make a decision upon such offer, and if it deems the offer still inadequate, the end of SeaFrance's activities will be ordered in the context of its judicial liquidation.

SNCF GROUP FINANCIAL INFORMATION FOR THE THIRD QUARTER OF 2011 (UNAUDITED)

- Revenue up 7.1 per cent., including 5.2 per cent. at constant scope of consolidation and exchange rates
- All divisions show growth in revenue compared with 2010
- Passenger divisions remained buoyant in the third quarter, with 8.7 per cent. growth for SNCF Voyages and 6.1 per cent. growth for SNCF Proximités offsetting a 1.1 per cent. decline for SNCF Geodis

Group SNCF Revenue as at 30 September 2011 (Unaudited)

(In millions of Euros)	9 months 2011	9 months 2010	Change	Change at constant scope of consolidation and exchange rates
<i>SNCF Infra (infrastructure & engineering)</i>	3,848	3,781	+1.8%	+3.3%
<i>SNCF Proximités (local & regional transport services)</i>	9,144	8,294	+10.2%	+6.5%
<i>SNCF Voyages (High-speed passenger rail services in France & Europe)</i>	5,449	5,246	+3.9%	+5.3%
<i>SNCF Geodis (freight & logistics)</i>	7,025	6,540	+7.4%	+3.8%
<i>Gares & Connexions (station management & development)</i>	863	826	+4.5%	+4.5%
<i>Total SNCF group (1)</i>	24,191	22,581	+7.1%	+5.2%

(1) Including shared functions and holdings, and after elimination of inter-divisional sales

Note

Pro forma financial statement at 30 September 2010:

- Revenue for Téoz (and Lunéa) services, previously included in the SNCF Voyages division, have been attributed to the SNCF Proximités division since 1 January 2011 and consolidated with revenue for intercity services to form the Trains d'Equilibre du Territoire, which is subject to an agreement with the French State. To facilitate comparisons with 2011, revenue from Téoz (and Lunéa) services in 2010 has been attributed to the SNCF Proximités division for accounting purposes.

- Financial data for SeaFrance is also restated in 2010 financial statements and reclassified as net profit from businesses for sale, to facilitate comparisons with 2011.
- At the end of September 2011, consolidated revenue totalled €24,191 million, up 7.1 per cent. (€1,611 million) from the same period of 2010. Full integration of Keolis since 1 February 2010 (i.e., 9 months in 2011 compared with 8 months in 2010), acquisitions through SNCF Geodis and exchange-rate variations contributed growth of 1.9 per cent.
- At constant scope of consolidation and exchange rates, revenue rose 5.2 per cent. (€1,176 million), including €901 million (+4.0 per cent.) linked directly to operational activity. Of this, around 40 per cent. was international (Keolis, European high-speed train lines and Geodis), and 1.2 per cent. (+€275 million) was generated by contractual agreements signed in 2010 (a rail infrastructure maintenance agreement with Réseau Ferré de France (RFF), owner of the French railway network; a management agreement with RFF; and a financing agreement for regional Trains d'Equilibre du Territoire with the French state as transport organizing authority).
- For the third quarter of 2011, revenue rose 3.6 per cent. at constant scope of consolidation and exchange rates, fuelled primarily by SNCF Voyages (up 8.7 per cent.) and SNCF Proximités (up 6.1 per cent.), and offset slightly by a 1.1 per cent. decline for SNCF Geodis.

PERFORMANCE BY DIVISION

SNCF INFRA

Revenue came to €3,848 million, up 1.8 per cent. or €67 million from the first nine months of 2010, with changes in scope of consolidation and exchange rates generated primarily by the creation of a new engineering group combining Systra and Inexia (consolidated under the equity method from 1 July 2011). At constant scope of consolidation and exchange rates, the rise was 3.3 per cent., or €124 million. Key factors in this growth were the agreements between SNCF and Réseau Ferré de France (owner of the French railway network) on the 2011 Infrastructure Management Contract and conditions for purchasing materials. The rest of the rise is attributable to renovation projects and investment in the rail network.

SNCF PROXIMITÉS

Revenue came to €9,144 million, up 10.2 per cent. or €850 million from the first nine months of 2010, including €311 million resulting from changes in scope of consolidation and exchange rates linked to consolidation of Keolis from 1 February 2010. At constant scope of consolidation and exchange rates, the rise was 6.5 per cent., or €539 million. Keolis accounted for nearly one-third of the rise, due to buoyancy in the UK, Australia, Germany and other international markets. TER regional express trains contributed another third, and Trains d'Equilibre du Territoire (Intercity and TéoZ for lines serving regional and local planning and development) accounted for one-quarter under an agreement with the French State. Overall, traffic is up 2.3 per cent. for TER regional trains and 2.5 per cent. for Transilien services in the Paris region. For Trains d'Equilibre du Territoire, traffic held steady for the first nine months of the year and was down 2.5 per cent. in the third quarter of 2011.

SNCF VOYAGES

Revenue came to €5,449 million, a rise of 3.9 per cent. or €203 million compared with the first nine months of 2010. At constant scope of consolidation and exchange rates, the rise was 5.3 per cent. or €276 million, driven by 6.3 per cent. growth in revenue from domestic high-speed services (including iDTGV) and a 6.1 per cent. rise in international services (Eurostar and European partnerships). International services benefited from expanded offerings for Thalys and Lyria and growth in high-speed traffic between France and Spain. Overall, traffic for the division (measured by number of passengers) was up 3.8 per cent., driven primarily by a slowdown in fare increases on the domestic market, where the average product increased 1.5 per cent..

Compared with the third quarter of 2010, revenue was up 8.7 per cent. at constant scope of consolidation and exchange rates, versus a 3.6 per cent. rise in late June, driven by strong sales of highspeed services in France (including iDTGV) and Europe.

SNCF GEODIS

Revenue came to €7,025 million, a rise of 7.4 per cent. or €485 million compared with the first nine months of 2010. Development (primarily Giraud International, Ciblex and Bertola) accounted for €242 million of this growth. At constant scope of consolidation and exchange rates, the rise was 3.8 per cent., or €246 million, driven largely by the division's logistics (6.7 per cent.) and parcel service (5.4 per cent.). Rail freight (TFM) showed a rise of 3.3 per cent..

Third-quarter revenue was down 1.1 per cent. from the same period in 2010 at constant scope of consolidation and exchange rates. This reflected a drop of 2.6 per cent. for Geodis, due largely to a falloff in freight forwarding (down 8.7 per cent.), road transport (down 5.2 per cent.) and logistics (down 0.8 per cent.).

TRAIN STATIONS AND CONNECTIONS

Revenue totalled €863 million, a rise of 4.5 per cent. or €37 million compared with the first nine months of 2010, with two-thirds of revenue coming from station access charges paid by carriers. These fees are charged for essential services that must legally be made available on a transparent, non-discriminatory basis to all rail operators (regulated activities).

The increase in revenue is attributable to regulated activities and rental income from station-based offices and shops.

TAXATION

The statements herein regarding taxation are based on the laws in force in the Republic of France as of the date of this Base Prospectus and are subject to any changes in law. The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. Each prospective holder or beneficial owner of Notes should consult its tax advisor as to the tax consequences of any investment in or ownership and disposition of the Notes under the laws of the Republic of France and/or any other jurisdiction.

All prospective Noteholders should seek independent advice as to their tax positions.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

The European Commission has proposed certain amendments to this Directive which may, if implemented, amend or broaden the scope of the requirements described above.

France

French withholding tax

Notes issued from 1 March 2010 which are not assimilated (assimilées for the purpose of French law) with Notes issued before 1 March 2010

Following the introduction of the French *loi de finances rectificative pour 2009 n°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 from 1 March 2010 will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* (French General Tax Code) unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a **Non-Cooperative State**). If such payments under the Notes are made in a Non-Cooperative State, a 50 per cent. withholding tax will be applicable (subject to certain exceptions and to the more favourable provisions of an applicable double tax treaty) by virtue of Article 125 A III of the French *Code général des impôts*.

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

Notwithstanding the foregoing, the Law provides that neither the 50 per cent. withholding tax set out under Article 125 A III of the French *Code général des impôts* nor the non-deductibility provided under Article 238 A of the French *Code général des impôts* will apply in respect of an issue of Notes if the Issuer can prove that the principal purpose and effect of such issue of Notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the **Exception**). Pursuant to the ruling (*rescrit*) n° 2010/11 (FP and FE) of the French tax authorities dated 22 February 2010, an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

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

Notes issued from 1 March 2010 which are assimilated (assimilées for the purpose of French law) with Notes issued before 1 March 2010

Interest and other revenues on Notes issued from 1 March 2010 and which are to be assimilated (*assimilées* for the purpose of French law) and form a single series with Notes issued before 1 March 2010 having the benefit of Article 131 *quater* of the French *Code général des impôts* will continue to be exempt from the withholding tax set out under Article 125 A III of the French *Code général des impôts*.

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

In addition, interest and other revenues on Notes issued from 1 March 2010 and which are to be assimilated (*assimilées* for the purpose of French law) 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.

EU Savings Directive

The EC Council Directive 2003/48/EC on the taxation of savings income 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 payments.

General

The Issuer assumes responsibility for withholding taxes to the extent set forth in Condition 7 (Taxation) of the Conditions.

SUBSCRIPTION AND SALE

Subject to the terms and on the conditions contained in an amended and restated Dealer Agreement dated 20 December 2011 (the **Dealer Agreement**), between the Issuer, the Permanent Dealers and the Arrangers, the Notes will be offered by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to issue Notes directly on its own behalf to Dealers that are not Permanent Dealers and who agree to be bound by the restrictions below. 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 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 certain of its expenses incurred in connection with the update of the Programme. The commissions in respect of an issue of Notes on a syndicated basis will be stated in the relevant subscription agreement.

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

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. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended and regulations thereunder.

Each Dealer has agreed that neither it nor its affiliates, nor any person acting on its or their behalf and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Dealer Agreement, it will not offer, sell or deliver Notes (i) as part of their distribution at any time and (ii) otherwise until 40 days after completion of the distribution of an identifiable Tranche of which such Notes are a part as determined, and certified to the Issuer and the relevant Dealer by the Fiscal Agent or, in the case of Notes issued on a syndicated basis, by 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 out the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding sentence have the meanings given to them by Regulation S.

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

Each issuance of index-, commodity- or currency-linked Notes may be subject to such additional U.S. selling restrictions as the relevant Dealer(s) may agree with the Issuer as a term of the issuance and purchase or, as the case may be, subscription of such Notes. Each Dealer agrees that it shall offer, sell and deliver such Notes only in compliance with such additional U.S. selling restrictions.

Public Offer Selling Restriction under the Prospectus Directive

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

- (a) 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 such 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;
- (b) at any time to any legal entity which is a qualified investor as defined under the Prospectus Directive;
- (c) at any time no 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
- (d) 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 (b) to (c) 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 the amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in the Relevant Member State and the expression **2010 PD Amending Directive** means Directive 2010/73/EC.

United Kingdom

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

- (i) in relation to any Notes having a maturity of less than one year, (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 of investments (as principal or agent) for

the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the **FSMA**) by the Issuer;

- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

France

Each of the Dealers and the Issuer 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 (*offre au public de titres financiers*) in France in the period beginning (i) when a prospectus in relation to those Notes has been approved by the *Autorité des marchés financiers* (**AMF**), on the date of its publication or, (ii) when a prospectus has been approved by the competent authority of another Member State of the European Economic Area which has implemented the Prospectus Directive, on the date of notification of such approval to the AMF and ending at the latest on the date which is 12 months after the date of the approval of the Base Prospectus, 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; or

(ii) Private placement in France:

it has not offered or sold and will not offer or sell, directly or indirectly, 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 applicable 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) providers of investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*) other than individuals all 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*.

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 **FIEA**) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

General

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus, or any other offering material, and obtain any consent, approval or permission required

for the purchase, offer, sale or delivery of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers or sales or deliveries and neither the Issuer nor any other Dealer shall have any responsibility therefor.

None of the Issuer and the Dealers represent that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the Issuer and the relevant Dealer shall agree and as set out in the applicable Final Terms.

Neither the Issuer nor any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other additional restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Final Terms.

FORM OF FINAL TERMS - RETAIL

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme with a denomination of less than EUR 100,000 (or its equivalent in another currency).

Final Terms dated [●]

SOCIETE NATIONALE DES CHEMINS DE FER FRANÇAIS

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €12,000,000,000
Euro Medium Term Note Programme**

[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 (Directive 2003/71/EC as amended by Directive 2010/73/EC (the **2010 PD Amending 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:

- (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 36 of Part A below, provided such person is one of the persons mentioned in Paragraph 36 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.

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 the Relevant Member State and the expression **2010 PD Amending Directive** means Directive 2010/73/EU.¹

[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 (Directive 2003/71/EC as amended by Directive 2010/73/EC (the **2010 PD Amending 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.

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 the Relevant Member State and the expression **2010 PD Amending Directive** means Directive 2010/73/EU.²

¹ Consider including this legend where a non-exempt offer of Notes is anticipated.

² Consider including this legend where a non-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 20 December 2011 which received visa no. 11-586 from the *Autorité des marchés financiers* (the **AMF**) on 20 December 2011 [and the supplement[s] to the Base Prospectus dated [●] which received visa no. [●] from the AMF on [●]] which [together] constitute[s] a base 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 Directive**) to the extent that such amendments have been implemented in a relevant Member State). 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[s] to the Base Prospectus] [is/are] available for viewing on the website of the AMF at www.amf-france.org or at during normal business hours 45, rue de Londres 75379 Paris Cedex 08, France and copies may be obtained from 45, rue de Londres 75379 Paris Cedex 08, France.

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

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated 20 December 2011. 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 Directive**) to the extent that such amendments have been implemented in a relevant Member State) and must be read in conjunction with the Base Prospectus dated 20 December 2011 which received visa no. 11-586 from the *Autorité des marchés financiers* (the **AMF**) on 20 December 2011 [and the supplement[s] to the Base Prospectus dated [●] which received visa no. [●] from the AMF on [●]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive. 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 dated 20 December 2011 [as so supplemented] and [original date]. The Base Prospectus [and the supplement[s] to the Base Prospectus] [is/are] available for viewing on the website of the AMF at www.amf-france.org or during normal business hours at 45, rue de Londres 75379 Paris Cedex 08, France and copies may be obtained from 45, rue de Londres 75379 Paris Cedex 08, France.]

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

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

[If the Notes have a maturity of less than one year from the date of issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.]

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

1. Issuer: Société Nationale des Chemins de fer Français.

2. (a) Series Number: [●]
 (b) 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:
 (a) Series: [●]
 (b) 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. (a) Specified Denominations: [●]
(N.B. Notes issued after the implementation of the 2010 PD Amending Directive in a Member State must have a minimum denomination of EUR 100,000 (or equivalent) in order to benefit from the wholesale exemption set out in Article 3.2(d) of the Prospectus Directive in that Member State.)
 (b) Calculation Amount: []
(If only one Specified Denomination, insert the Specified Denomination.
If more than one Specified Denomination, insert the highest common factor. Note: there must be a common factor in the case of two or more Specified Denominations.)
7. (a) Issue Date: [●].
 (b) Interest Commencement Date: [●].
8. Maturity Date: [Fixed Rate – specify date/Floating Rate – Interest Payment Date falling in (specify a month and a year)]
9. Interest Basis: [[●] per cent. Fixed Rate.]
 [[specify reference rate] +/- [●] per cent. Floating Rate.]
 [Zero Coupon]
 [Index Linked Interest]
 [Dual Currency Interest]
 [Other (specify)]
 (further particulars specified below)
10. Redemption/Payment Basis: [Redemption at par]

[Index Linked Redemption]

[Dual Currency]

[Partly Paid]

[Instalment]

[Other (specify).]

(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)

11. Change of Interest Redemption/Payment Basis: or [Specify details of any provision for convertibility of Notes into another interest or redemption/payment basis.]
12. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]
13. (a) Status of the Notes: Unsubordinated
- (b) Date Board approval for issuance of Notes obtained: []
(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes.)
14. Method of distribution: [Syndicated/Non-syndicated.]

PROVISION 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.)
- (a) Rate(s) of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/ monthly] in arrear] *(If payable other than annually consider amending Conditions).*
- (b) 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]. (N.B. This will need to be amended in the case of long or short coupons).
- (c) Fixed Coupon Amount(s): [] per Calculation Amount.
(Applicable to Notes in definitive form)
- (d) Broken Amount(s): [[] per Calculation Amount payable on the Interest Payment Date falling [in/on] []].
(Applicable to Notes in definitive form)
- (e) Day Count Fraction (Condition 4(j)): [30/360/Actual/Actual (ICMA)/other.]

- (f) Determination Date(s) [] in each year.
(Condition 4(j)):
(Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.

NB: This will need to be amended in the case of regular interest payment dates which are not of equal duration.

NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA)).

- (g) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/give details.]

16. **Floating Rate Provisions**

[Applicable/Not Applicable.]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) Specified Period(s): [●]
- (b) Specified Interest Payment Dates: [●]
- (c) Business Day Convention: [Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other *(give details).*]
- (d) Additional Business Centre(s) (Condition 4(j)): [●]
- (e) Manner in which the Rate[s] of Interest is/[are] to be determined: [Screen Rate Determination/ISDA Determination/other *(give details).*]
- (f) Interest Period Date(s): [Not Applicable/specify dates.]
- (g) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [●]
- (h) Screen Rate Determination (Condition 4(b)(iii)(B)):
– Reference Rate: []
(Either LIBOR, EURIBOR or other, although additional information is required if other - including fallback provisions in the Agency Agreement.)

- Interest Determination Date: []

(Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR).
 - [Relevant Screen Page/Primary Source for Floating Rate]: [[Specify Reference Screen Page] or [Reference Banks]]

(In the case of EURIBOR, if not Reuters EURIBOR 01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately.)
 - Reference Banks (if Primary Source is **Reference Banks**): [Not Applicable] [Specify four]
 - Relevant Financial Centre: *[The financial centre most closely connected to the Benchmark – specify if not London.]*
 - Benchmark: *[LIBOR, LIBID, LIMEAN, EURIBOR or other benchmark although additional information is required if other – including fallback provisions in the Agency Agreement.]*
 - Representative Amount: *[Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount.]*
 - Effective Date: *[Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period.]*
 - Specified Duration: *[Specify period for quotation if not duration of Interest Accrual Period.]*
- (i) ISDA Determination
- Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●]
- (j) Margin(s): [+/-] [●] per cent. per annum
- (k) Minimum Rate of Interest: [●] per cent. per annum
- (l) Maximum Rate of Interest: [●] per cent. per annum
- (m) Day Count Fraction (Condition 4(j)): [Actual/Actual ISDA Actual/365 (Fixed) Actual/365 (Sterling) Actual/360]

30/360
30E/360
30E/360 (ISDA)
Other]

- (n) 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.)

- (a) Actual Yield (Condition 5(b)): per cent. per annum
- (b) Reference Price:
- (c) Day Count Fraction in relation to Early Redemption Amounts and late payment (Condition 4(j)): *(Consider applicable day count fraction if not U.S. dollar denominated.)*
- (d) Any other formula/basis of determining amount payable:

18. **Index Linked Interest Note Provisions**

[Applicable/Not Applicable.]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)

- (a) Index/Formula: *[Give or annex details]*
- (b) Party responsible for calculating the Rate of Interest (if not the Calculation Agent) and Interest Amount (if not the Agent): *[Give name and address]*
- (c) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable: *[need to include a description of market disruption or settlement disruption events and adjustment provisions.]*
- (d) Specified Period(s)/Specified Interest Payment Dates:

- (e) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details).]
- (f) Business Centre(s) [●]
(Condition 4(j)):
- (g) Minimum Rate of Interest: [●] per cent. per annum.
- (h) Maximum Rate of Interest: [●] per cent. per annum.
- (i) Day Count Fraction [●]
(Condition 4(j)):

19. **Dual Currency Note Provisions** [Applicable/Not Applicable.] (*If not applicable, delete the remaining sub-paragraphs of this paragraph.*)

(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)

- (a) Rate of Exchange/Method of calculating Rate of Exchange: [Give details]
- (b) Party, if any, responsible for calculating the principal and/or interest due (if not the Agent): [●]
- (c) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [●]
- (d) Person at whose option Specified Currency(ies) is/are payable: [●]

PROVISIONS RELATING TO REDEMPTION

20. **Issuer Call** [Applicable/Not Applicable.] (*If not applicable, delete the remaining sub-paragraphs of this paragraph.*)

- (a) Optional Redemption Date(s): [●]
- (b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [●] per Calculation Amount.

- (c) If redeemable in part:
- (i) Minimum Redemption Amount:
- (ii) Maximum Redemption Amount:
- (d) Option Exercise Date(s):
- (e) Notice period (if other than as set out in the Conditions):
(N.B. 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 and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.)

21. **Investor Put** [Applicable/Not Applicable.]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

- (a) Optional Redemption Date(s):
- (b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): per Calculation Amount.
- (c) Notice period (if other than as set out in the Conditions):
(N.B. 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 and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.)

22. **Final Redemption Amount of each Note** per Calculation Amount/specify other/see Appendix
(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)

23. **Early Redemption Amount**

- (a) Early Redemption Amount(s) payable on redemption for taxation reasons (Condition 5(c)) or an event of default (Condition 9 (Events of per Calculation Amount/specify other/see Appendix

Default)) and/or the method of calculating the same (if required or if different from that set out in the Conditions):

- (b) Redemption for taxation reasons permitted on days other than Interest Payment Dates (Condition 5(c)): [Yes/No.]
- (c) Unmatured Coupons to become void upon early redemption (Condition 5(e)): [Yes/No/Not Applicable.]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. (a) Form of Notes [Delete as appropriate]
- [Temporary Global Note exchangeable for a permanent Global Note which is exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances specified in the permanent Global Note.]
- [Temporary Global Note/Certificate exchangeable for Definitive Notes/Certificates on [●] days' notice.]
- [Permanent Global Note exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances specified in the permanent Global Note.]
- (b) New Global Note: [Yes] [No]
25. Financial Centre(s) (Condition 6(g)) or other special provisions relating to payment dates: [Not Applicable/Give details. Note that this paragraph relates to the place of payment, and not interest period end dates, to which sub-paragraph 17(iii) relates.]
26. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. If yes, give details]
27. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/give details.]
28. Details relating to Instalment Notes: [Not Applicable/give details.]
- (a) Instalment Amount(s): [●]
- (b) Instalment Date(s): [●]

29. Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition 1(b)] [annexed to these Final Terms] apply.]
30. Consolidation provisions: [Not Applicable/The provisions [in Condition 11(b) (*Consolidation*)] [annexed to these Final Terms] apply.]
31. Other terms or special conditions: [Not Applicable/*give details*]
(*When adding any other final terms consideration should be given as to whether such terms constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.*)

DISTRIBUTION

32. (a) If syndicated, names [and addresses] of Managers [and underwriting commitments]: [Not Applicable/*give names and addresses and underwriting commitments*]
(*Include names and addresses of the 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 - Managers' entities].*)
- (b) Date of [Subscription] Agreement: []
(*The above is only relevant if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.*)
- (c) Stabilising Manager (if any): [Not Applicable/*give name.*]
33. If non-syndicated, name [and address] of relevant Dealer: [Not Applicable/*give name and address.*]
34. Total commission and concession: [] per cent. of the Aggregate Nominal Amount.
35. U.S. Selling Restrictions: Reg S Category 2. [TEFRA D/TEFRA C/TEFRA not applicable.]
36. Non exempt Offer: [Not Applicable] [An offer of the Notes may be made by the Managers [and [*specify names of other financial intermediaries/placers making non-exempt offers, to the extent known OR consider a generic description of other parties involved in non-exempt offers (e.g. "other parties authorised by the Managers") or (if relevant) note that other parties may make non-exempt offers in the Public Offer Jurisdictions during the Offer Period, if not known*]] (together with the Managers, the **Financial Intermediaries**) other than pursuant to Article 3(2) of the Prospectus Directive in [*specify relevant Member State(s) – which must be jurisdictions where the Base*

Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)] (Public Offer Jurisdictions) during the period from [specify date] until [specify date or a formula such as "the Issue Date" of "the date which falls [●] Business Days thereafter"] (Offer Period). See further Paragraph 10 of Part B below.

(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a non-exempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt offers may only be made into jurisdictions in which the base prospectus (and any supplement) has been notified/passported.)

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 Euronext Paris S.A. of the Notes described herein pursuant to the €12,000,000,000 Euro Medium Term Note Programme of SNCF.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[Relevant third party information, for example in compliance with Annex XII to the Prospectus Directive Regulation in relation to an index or its components] has been extracted from [specify source]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [specify source], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of SNCF:

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market and to listing on Euronext Paris S.A. 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 the regulated market and to listing on Euronext Paris S.A. with effect from [].] [Not Applicable.]

2. RATINGS

[Not Applicable] [The Notes to be issued [have been]/[are expected to be] rated [] by [Standard & Poor's Ratings Services/ Fitch Ratings Ltd/ Moody's Investors Service Limited]. Each such credit rating agency is established in the European Union and is registered under Regulation (EU) No 1060/2009 (as amended) (the **CRA Regulation**). As such, each such credit rating agency is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such CRA Regulation.

(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.)

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. - *Amend as appropriate if there are other interests.*]

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]

4. 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]: [] *[Expenses are required to be broken down into each principal intended "use" and presented in order of priority of such "uses".]*

(N.B.: If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation

applies (i) above is required where the reasons for the offer are different from making profit and/or hedging certain risks and, where such reasons are inserted in (i) disclosure of net proceeds and total expenses at (ii) and (iii) above is also required.)

5. YIELD (*Fixed Rate Notes only*)

Indication of yield: []

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

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6. HISTORIC INTEREST RATES (*Floating Rate Notes only*)

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

7. PERFORMANCE OF INDEX/FORMULA AND OTHER INFORMATION CONCERNING THE UNDERLYING (*Index Linked Notes only*)

[If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, 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.]

[Need to include details of where past and future performance and volatility of the index/formula can be obtained.]

[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.]

[Include other information concerning the underlying required by paragraph 4.2 of Annex XII of the Prospectus Directive Regulation.]

[(When completing the above paragraphs, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 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 except if required by any applicable legislation and 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 Base 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]

(N.B. The above applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

8. PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT *(Dual Currency Notes only)*

[If there is a derivative component in the interest or the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies, 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.]

(N.B. The requirement below only applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

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

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

9. OPERATIONAL INFORMATION

- (i) ISIN Code: [].
- (ii) Common Code: [].
- (iii) Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s).]
- (iv) Delivery: Delivery [against/free of] payment.
- (v) Names and addresses of initial Paying Agent(s): [].
- (vi) Names and addresses of additional Paying Agent(s) (if any): [].
- [(vii) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes] [No]

[Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.] *[include this text if "yes" selected in which case the Notes must be issued in NGN form]*

10. TERMS AND CONDITIONS OF THE OFFER

Offer Price:	[Issue Price][<i>specify</i>]
[Conditions to which the offer is subject:]	[Not applicable/ <i>give details</i>]
[Description of the application process:]	[Not applicable/ <i>give details</i>]
[Details of the minimum and/or maximum amount of application:]	[Not applicable/ <i>give details</i>]
[Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:]	[Not applicable/ <i>give details</i>]
[Details of the method and time limits for paying up and delivering the Notes:]	[Not applicable/ <i>give details</i>]
[Manner in and date on which results of the offer are to be made public:]	[Not applicable/ <i>give details</i>]
[Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:]	[Not applicable/ <i>give details</i>]
[Categories of potential investors to which the Notes are offered and whether tranche(s) have been reserved for certain countries:]	[Not applicable/ <i>give details</i>]
[Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:]	[Not applicable/ <i>give details</i>]
[Amount of any expenses and taxes specifically charged to the subscriber or purchaser:]	[Not applicable/ <i>give details</i>]
[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/ <i>give details</i>]

FORM OF FINAL TERMS - WHOLESALE

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme with a denomination of at least EUR 100,000 (or its equivalent in another currency).

Final Terms dated [●]

SOCIETE NATIONALE DES CHEMINS DE FER FRANÇAIS

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €12,000,000,000
Euro Medium Term Note Programme

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 20 December 2011 which received visa no. 11-586 from the *Autorité des marchés financiers* (the **AMF**) on 20 December 2011 [and the supplement[s] to the Base Prospectus dated [●] which received visa no. [●] from the AMF on [●]] which [together] constitute[s] a base 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 Directive**) to the extent that such amendments have been implemented in a relevant Member State). 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. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [and the supplement[s] to the Base Prospectus] [is/are] available for viewing on the website of the AMF at www.amf-france.org or during normal business hours at 45, rue de Londres 75379 Paris Cedex 08, France and copies may be obtained from 45, rue de Londres 75379 Paris Cedex 08, France.

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

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated 20 December 2011. 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 Directive**) to the extent that such amendments have been implemented by a relevant Member State) and must be read in conjunction with the Base Prospectus dated 20 December 2011 which received visa no. 11-586 from the *Autorité des marchés financiers* (the **AMF**) on 20 December 2011 [and the supplement[s] to the Base Prospectus dated [●] which received visa no. [●] from the AMF on [●]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive. 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 dated 20 December 2011 [as so supplemented] and [original date]. Copies of the Base Prospectus [and the supplement[s] to the Base Prospectus] [is/are] available for viewing on the website of the AMF at www.amf-france.org or during normal business hours at 45, rue de Londres 75379 Paris Cedex 08, France and copies may be obtained from 45, rue de Londres 75379 Paris Cedex 08, France.]

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

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

[If the Notes have a maturity of less than one year from the date of issue, the minimum denomination may need to be £100,000 or its equivalent in any other currency.]

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

1. Issuer: Société Nationale des Chemins de fer Français.
2. (a) Series Number: [●]
(b) 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:
(a) Series: [●]
(b) 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. (a) Specified Denominations: [●]

(N.B. Following the entry into force of the 2010 PD Amending Directive on 31 December 2010, Notes to be admitted to trading on a regulated market within the European Economic Area with a maturity date which will fall after the implementation date of the 2010 PD Amending Directive in the relevant European Economic Area Member State (which is due to be no later than 1 July 2012) must have a minimum denomination of EUR 100,000 (or equivalent) in order to benefit from Transparency Directive exemptions in respect of wholesale securities. Similarly, Notes issued after the implementation of the 2010 PD Amending Directive in a Member State must have a minimum denomination of EUR 100,000 (or equivalent) in order to benefit from the wholesale exemption set out in Article 3.2(d) of the Prospectus Directive in that Member State.)

(Note – where multiple denominations above [€100,000])

or equivalent are being used the following sample wording should be followed:

"[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].)

(b) Calculation Amount: []

(If only one Specified Denomination, insert the Specified Denomination.

If more than one Specified Denomination, insert the highest common factor. Note: there must be a common factor in the case of two or more Specified Denominations.)

7. (a) Issue Date: [●].

(b) Interest Commencement Date: [●].

8. Maturity Date: [Fixed Rate – specify date/Floating Rate – Interest Payment Date falling in (specify a month and a year)]

9. Interest Basis: [[●] per cent. Fixed Rate.]
[[specify reference rate] +/- [●] per cent. Floating Rate.]
[Zero Coupon]
[Index Linked Interest]
[Dual Currency Interest]
[Other (specify)]
(further particulars specified below)

10. Redemption/Payment Basis: [Redemption at par]
[Index Linked Redemption]
[Dual Currency]
[Partly Paid]
[Instalment]
[Other (specify).]

(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)

11. Change of Interest or Redemption/Payment Basis: [Specify details of any provision for convertibility of Notes into another interest or redemption/payment basis.]

12. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]

13. (a) Status of the Notes: Unsubordinated

- (b) Date Board approval for [] issuance of Notes obtained: *(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes.)*

14. Method of distribution: [Syndicated/Non-syndicated.]

PROVISION 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.)

(a) Rate(s) of Interest: [●] per cent. per annum [payable [annually/semi-annually/quarterly/ monthly] in arrear] *(If payable other than annually consider amending Conditions).*

(b) 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].
(N.B. This will need to be amended in the case of long or short coupons).

(c) Fixed Coupon Amount(s): [] per Calculation Amount.
(Applicable to Notes in definitive form)

(d) Broken Amount(s): [[] per Calculation Amount payable on the Interest Payment Date falling [in/on] []].
(Applicable to Notes in definitive form)

(e) Day Count Fraction [30/360/Actual/Actual (ICMA)/other.]
(Condition 4(j)):

(f) Determination Date(s) [] in each year.
(Condition 4(j)):
(Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.

NB: This will need to be amended in the case of regular interest payment dates which are not of equal duration.

NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA).

(g) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/give details.]

16. **Floating Rate Provisions** [Applicable/Not Applicable.]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

(a) Specified Period(s): [●]

- (b) Specified Interest Payment Dates: [●]
- (c) First Interest Payment Date [].
- (d) Business Day Convention: [Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*).]
- (e) Additional Business Centre(s) (Condition 4(j)): [●]
- (f) Manner in which the Rate[s] of Interest is/[are] to be determined: [Screen Rate Determination/ISDA Determination/other (*give details*).]
- (g) Interest Period Date(s): [Not Applicable/*specify dates*.]
- (h) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [●]
- (i) Screen Rate Determination (Condition 4(b)(iii)(B)):
- Reference Rate: []
(*Either LIBOR, EURIBOR or other, although additional information is required if other - including fallback provisions in the Agency Agreement.*)
 - Interest Determination Date: []
(*Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR.*)
 - [Relevant Screen Page/Primary Source for Floating Rate]: [[*Specify Reference Screen Page*] or [Reference Banks]]
(*In the case of EURIBOR, if not Reuters EURIBOR 01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately.*)
 - Reference Banks (if Primary Source is **Reference Banks**): [Not Applicable] [*Specify four*]
 - Relevant Financial Centre: [*The financial centre most closely connected to the Benchmark – specify if not London.*]
 - Benchmark: [LIBOR, LIBID, LIMEAN, EURIBOR or other benchmark although additional information is required if other – including fallback provisions in the Agency Agreement.]

- Representative Amount: *[Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount.]*
 - Effective Date: *[Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period.]*
 - Specified Duration: *[Specify period for quotation if not duration of Interest Accrual Period.]*
- (j) ISDA Determination
- Floating Rate Option:
 - Designated Maturity:
 - Reset Date:
- (k) Margin(s): +/- per cent. per annum
- (l) Minimum Rate of Interest: per cent. per annum
- (m) Maximum Rate of Interest: per cent. per annum
- (n) Day Count Fraction (Condition 4(j)): [Actual/Actual ISDA
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
30/360
30E/360
30E/360 (ISDA)
Other]
- (o) 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.)
- (a) Actual Yield (Condition 5(b)): per cent. per annum
 - (b) Reference Price:
 - (c) Day Count Fraction in relation to Early Redemption Amounts and late payment (Condition 4(j)): *(Consider applicable day count fraction if not U.S. dollar denominated.)*

(d) Any other formula/basis of determining amount payable:

18. **Index Linked Interest Note Provisions** [Applicable/Not Applicable.]

(If not applicable, delete the remaining sub-paragraphs of this paragraph.)

(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)

(a) Index/Formula: [Give or annex details]

(b) Party responsible for calculating the Rate of Interest (if not the Calculation Agent) and Interest Amount (if not the Agent): [Give name and address]

(c) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions.]

(d) Specified Period(s)/Specified Interest Payment Dates:

(e) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details).]

(f) Business Centre(s) (Condition 4(j)):

(g) Minimum Rate of Interest: per cent. per annum.

(h) Maximum Rate of Interest: per cent. per annum.

(i) Day Count Fraction (Condition 4(j)):

19. **Dual Currency Note Provisions** [Applicable/Not Applicable.] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*

(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)

Regulation will apply.)

- (a) Rate of Exchange/Method of calculating Rate of Exchange: [Give details] [●]
- (b) Party, if any, responsible for calculating the principal and/or interest due (if not the Agent): [●]
- (c) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [●]
- (d) Person at whose option Specified Currency(ies) is/are payable: [●]

PROVISIONS RELATING TO REDEMPTION

20. **Issuer Call** [Applicable/Not Applicable.]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Optional Redemption Date(s): [●]
 - (b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [●] per Calculation Amount.
 - (c) If redeemable in part: [●]
 - (i) Minimum Redemption Amount: [●]
 - (ii) Maximum Redemption Amount: [●]
 - (d) Option Exercise Date(s): [●]
 - (e) Notice period (if other than as set out in the Conditions): [●]
(N.B. 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 and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.)
21. **Investor Put** [Applicable/Not Applicable.]
(If not applicable, delete the remaining sub-paragraphs of this paragraph.)
- (a) Optional Redemption Date(s): [●]

(b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): [●] per Calculation Amount.

(c) Notice period (if other than as set out in the Conditions): [●]
(N.B. 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 and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.)

22. **Final Redemption Amount of each Note** [●] per Calculation Amount/specify other/see Appendix

(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.)

23. **Early Redemption Amount**

(a) Early Redemption Amount(s) payable on redemption for taxation reasons (Condition 5(c)) or an event of default (Condition 9 (Events of Default)) and/or the method of calculating the same (if required or if different from that set out in the Conditions): [●] per Calculation Amount/specify other/see Appendix

(b) Redemption for taxation reasons permitted on days other than Interest Payment Dates (Condition 5(c)): [Yes/No.]

(c) Unmatured Coupons to become void upon early redemption (Condition 6(e)): [Yes/No/Not Applicable.]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. (a) Form of Notes [Delete as appropriate]

[Temporary Global Note exchangeable for a permanent Global Note which is exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances specified in the permanent Global Note.]

[Temporary Global Note exchangeable for Definitive

Notes on [●] days' notice.]

[Permanent Global Note exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances specified in the permanent Global Note.]

(Ensure that this is consistent with the wording in the "Form of the Notes" section in the Base prospectus and the Notes themselves. N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€99,000]." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.)

(b) New Global Note: [Yes] [No]

25. Financial Centre(s) (Condition 6(g)) or other special provisions relating to payment dates: [Not Applicable/Give details. Note that this paragraph relates to the place of payment, and not interest period end dates, to which sub-paragraph 17(iii) relates.]
26. Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. If yes, give details]
27. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/give details.]
28. Details relating to Instalment Notes: [Not Applicable/give details.]
- (a) Instalment Amount(s): [●]
- (b) Instalment Date(s): [●]
29. Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition 1(b)] annexed to these Final Terms] apply.]
30. Consolidation provisions: [Not Applicable/The provisions [in Condition 11(b) (Consolidation)] annexed to these Final Terms] apply.]
31. Other terms or special conditions: [Not Applicable/give details]
(When adding any other final terms consideration should be given as to whether such terms constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the

DISTRIBUTION

32. (a) If syndicated, names of [Not Applicable/give names]
Managers:

(b) Date of [Subscription] []
Agreement:

(The above is only relevant if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies).

(c) Stabilising Manager (if any): [Not Applicable/give name.]

33. If non-syndicated, name of relevant [Not Applicable/give name]
Dealer:

34. U.S. Selling Restrictions: Reg S Category 2. [TEFRA D/TEFRA C/TEFRA not applicable.]

35. Additional selling restrictions: [Not Applicable/give details.]

PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue and admission to trading on Euronext Paris S.A. of the Notes described herein pursuant to the €12,000,000,000 Euro Medium Term Note Programme of SNCF.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. *[[Relevant third party information, for example in compliance with Annex XII to the Prospectus Directive Regulation in relation to an index or its components] has been extracted from [specify source].* The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by *[specify source]*, no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of SNCF:

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Listing and Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market and to listing on Euronext Paris S.A. 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 the regulated market and to listing on Euronext Paris S.A. with effect from [].] [Not Applicable.]
- (ii) Estimate of total expenses related to [].] admission to trading:

2. RATINGS

[Not Applicable] [The Notes to be issued [have been]/[are expected to be] rated [] by [Standard & Poor's Ratings Services/ Fitch Ratings Ltd/ Moody's Investors Service Limited]. Each such credit rating agency is established in the European Union and is registered under Regulation (EU) No 1060/2009 (as amended) (the **CRA Regulation**). As such, each such credit rating agency is included in the list of credit ratings agencies published by the European Securities and Markets Authority on its website in accordance with such CRA Regulation.]

(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.)

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. - *Amend as appropriate if there are other interests.*]

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]

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

- (i) [Reasons for the offer]
- (ii) [Estimated net proceeds]: []

(iii) [Estimated total expenses]:

(N.B.: Delete unless the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies (i) above is required where the reasons for the offer are different from making profit and/or hedging certain risks and, where such reasons are inserted in (i) disclosure of net proceeds and total expenses at (ii) and (iii) above is also required.)

5. YIELD *(Fixed Rate Notes only)*

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.

6. PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING *(INDEX LINKED NOTES ONLY)*

[Need to include details of where past and future performance and volatility of the index/formula can be obtained.]

[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.]

[Need to include a description of any market disruption or settlement disruption events that affect the underlying and the adjustment rules with relation to events concerning the underlying.]

[Where the underlying is an index, need to include the name of the index and a description if composed by the Issuer. 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 a security, need to include the name of the issuer of the security and the ISIN or other security identification code.]

[Where the underlying is an interest rate, need to include a description of the interest rate.]

[Where the underlying is a basket of underlyings, need to include disclosure of the relevant weightings of each underlying in the basket.]

[(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 Base 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].

(N.B. The above applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.)

7. PERFORMANCE OF RATE[S] OF EXCHANGE (*Dual Currency Notes Only*)

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

(*N.B. The above applies if the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies.*)

[(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 Base Prospectus under Article 16 of the Prospectus Directive.)]

8. OPERATIONAL INFORMATION

- (i) ISIN Code: [].
- (ii) Common Code: [].
- (iii) Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s).]

(iv) Delivery: Delivery [against/free of] payment.

(v) Names and addresses of initial Paying Agent(s): []

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

[(vii) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes] [No]

[Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.] [include this text if "yes" selected in which case the Notes must be issued in NGN form]

GENERAL INFORMATION

Clearing Systems

Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg clearing systems. The Common Code and the International Securities Identification Number (**ISIN**) for each Series will be contained in the Final Terms relating thereto. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

The address of Euroclear is Euroclear Bank SA/NV, 1 boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 avenue JF Kennedy, L-1855 Luxembourg.

Euroclear France may act as central depository. The address of Euroclear France is 115, rue Réaumur, 75081 Paris Cedex 02, France.

Consents and Authorisations

The Issuer has obtained all necessary consents, approvals and authorisations in the Republic of France in connection with the issue and performance of the Notes.

The *Conseil d'Administration* of the Issuer has, on 17 December 2008, delegated, among others, its powers, to decide any financing transaction in France or elsewhere, in any currency, for any duration, within a annual global maximum amount to be determined by the *Conseil d'Administration* to its *Président*. On 17 October 2011, the *Président* delegated such powers to the *Directeur Général Adjoint Finances, Achats et Systèmes d'Information*, subject to notifying the *Président* and reporting to the *Conseil d'Administration*.

On 22 December 2010, the *Conseil d'Administration* set the limit for financing transactions to €1.5 billion for the fiscal year 2011. The ceiling for the fiscal year 2012 will be decided at the last meeting of the *Conseil d'Administration* of 2011.

Listing and Admission to Trading

Application has been made to the AMF to approve this document as a base prospectus. Application may be made to Euronext Paris S.A. for the period of 12 months from the date of this Base Prospectus, for Notes issued under the Programme to be listed and admitted to trading on Euronext Paris S.A. and on any other Regulated Market in a Member State of the European Economic Area, as the case may be.

Euronext Paris S.A. is a regulated market for the purposes of the Markets in Financial Instruments Directive (MiFID) (Directive 2004/39/EEC).

Ratings

The Issuer's long term debt has been rated AA+ by Standard & Poor's (**S&P**), Aa1 by Moody's Investors Service Limited (**Moody's**) and AAA by Fitch Ratings Ltd (**Fitch**) and its short term debt has been rated A-1+ by S&P, P-1 by Moody's and F1+ by Fitch. S&P, Moody's and Fitch are each a rating agency established in the European Union and registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). S&P, Moody's and Fitch are included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such CRA Regulation.

Notes issued under the Programme may be unrated or rated differently from the current ratings of the Issuer or of its debt. The rating of certain Series of Notes to be issued under the Programme may be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to relevant Series of Notes

will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the Final Terms.

Significant or Material Change

Except as disclosed in this Base Prospectus, there has been no significant change in the financial or trading position of the Issuer or the Group since 30 June 2011.

Except as disclosed in this Base Prospectus, there has been no material adverse change in the prospects of the Issuer or of the Group since 31 December 2010.

Litigation

The Issuer is not involved in, nor are there any governmental, legal or arbitration proceedings pending or threatened, of which the Issuer is aware which may have or have had during the twelve months prior to the date of this document a material effect on the financial position of the Issuer.

Auditors

Mazars and PricewaterhouseCoopers Audit, the statutory auditors of the Issuer appointed for the 2008 to 2013 financial years, have audited the consolidated and non-consolidated financial statements of the Issuer as of and for the year ended 31 December 2010 and the consolidated financial statements as of and for the year ended 31 December 2009, which are incorporated by reference in this Base Prospectus. They have also carried out a limited review of the unaudited condensed semi-annual interim accounts as of and for the period ended 30 June 2011, which are incorporated by reference in this Base Prospectus. The annual consolidated and non-consolidated accounts of the Issuer are audited.

The semi-annual interim accounts of the Issuer are subject to a limited review by the auditors which does not constitute a full audit.

Mazars are registered with the *Compagnie Régionale des Commissaires aux Comptes de Paris*, PricewaterhouseCoopers Audit are registered with the *Compagnie Régionale des Commissaires aux Comptes de Versailles* both of which comply with the rules issued by the *Compagnie Nationale des Commissaires aux Comptes*.

U.S. Tax Wording

Each 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".

Documents available

Copies of the annual report and consolidated accounts of the Issuer for the last two years and all supplements to this Base Prospectus and any Final Terms (save that a Final Terms relating to a Note which is neither admitted to trading on a regulated market in the European Economic Area (the **EEA**) nor offered in the EEA in circumstances where a prospectus is required to be published under the Prospectus Directive will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer and the Paying Agent as to its holding of Notes and identity) may be obtained free of charge, and copies of the Agency Agreement and the Deed of Covenant will be available for inspection, at the specified offices of each of the Paying Agents during normal business hours, so long as any of the Notes remain outstanding.

Constitutive documents, historical financial information of SNCF and press releases are available on the website at www.sncf.com.

In addition, copies of this Base Prospectus, each Final Terms relating to Notes which are admitted to trading on a Regulated Market of the EEA or offered to the public. Each document incorporated by reference is available on the AMF's website at www.amf-france.org, published on the Issuer's website at www.sncf.com ("Finance" then "Financial Reports" for financial statements or "Investors" for base prospectuses) and, for financial statements, on the *Direction de l'information légale et administrative's* website at www.info-financiere.fr.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

Dealers transacting with the Issuer

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to the Issuer and its affiliates in the ordinary course of business.

Post-issuance information

Save as set out in the Final Terms, the Issuer does not intend to provide any post-issuance information in relation to the underlying, except if required by any applicable legislation and regulation.

PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS

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

The Statutory Auditors' Report on the historical financial information presented on pages 140 to 141 of the Financial Report 2009 (FR 2009) and pages 1 to 4 of the Auditor's report relating to the 2010 consolidated financial statements (CAR 2010) contains a reservation on the Freight assets valuation method and observations.

Paris, 20 December 2011

Société Nationale des Chemins de Fer Français
34, rue du Commandant Mouchotte
75699 Paris Cedex 14
France

Duly represented by:

Alain PICARD
Directeur Général Adjoint Finance, Achats et
Systèmes d'Information



Autorité des marchés financiers

In accordance with Articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier* and with the *Règlement Général* of the *Autorité des marchés financiers* (AMF), in particular Articles 212-31 to 212-33, the AMF has granted to this Base Prospectus the visa no. 11-586 on 20 December 2011. This document may only be used for the purposes of a financial transaction if completed by Final Terms. It was prepared by the Issuer and its signatories assume responsibility for it. In accordance with Article L. 621-8-1-I of the French *Code monétaire et financier*, the visa was granted following an examination by the AMF of "whether the document is complete and comprehensible, and whether the information it contains is coherent". It does not imply that the AMF has verified the accounting and financial data set out in it. This visa has been granted subject to the publication of Final Terms in accordance with Article 212-32 of the AMF's *Règlement Général*, setting out the terms of the securities being issued.

ISSUER

Société Nationale des Chemins de Fer Français

34, rue du Commandant Mouchotte
75699 Paris Cedex 14
France

DEALERS

The Royal Bank of Scotland plc

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London EC2M 3UR
United Kingdom

BNP PARIBAS

10 Harewood Avenue
London NW1 6AA
United Kingdom

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

UBS Limited

1 Finsbury Avenue
London EC2M 2PP
United Kingdom

ARRANGER

The Royal Bank of Scotland plc

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London EC2M 3UR
United Kingdom

FISCAL AGENT AND PRINCIPAL PAYING AGENT

Deutsche Bank AG, London Branch

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Luxembourg

CALCULATION AGENT

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