

**FIRST SUPPLEMENT DATED 20 SEPTEMBER 2012  
TO THE BASE PROSPECTUS DATED 15 JUNE 2012**



**Crédit Mutuel-CIC Home Loan SFH**  
(duly licensed as French *société de financement de l'habitat*)

**€30,000,000,000 INTERNATIONAL COVERED BOND PROGRAMME  
FOR THE ISSUE OF OBLIGATIONS DE FINANCEMENT DE L'HABITAT  
AND OTHER COVERED BONDS**

This first supplement (the "**First Supplement**") constitutes a supplement to, and must be read in conjunction with, the base prospectus dated 15 June 2012 which received visa no. 12-263 from the *Autorité des marchés financiers* (the "**AMF**") on 15 June 2012 (the "**Base Prospectus**") prepared in relation to the €30,000,000,000 covered bond programme for the issue of *obligations de financement de l'habitat* and other covered bonds (the "**International Programme**") of Crédit Mutuel-CIC Home Loan SFH (the "**Issuer**").

This First Supplement has been prepared for the purpose of:

1. amending the Base Prospectus, to the extent necessary, due to the establishment by the Issuer of a U.S. Programme (as defined below), which base prospectus received a visa from the AMF on 20 September 2012; and
2. updating section "*Documents incorporated by reference*" of the Base Prospectus by incorporating by reference the 2012 half-year financial statements of the Issuer and the information document relating to the Borrower and the Group filed with the AMF on 20 September 2012.

Save as disclosed in this First Supplement, no other significant new factor, material mistake or material inaccuracy relating to information included in the Base Prospectus has arisen or been noted, as the case may be, which is material in the context of the International Programme since the publication of the Base Prospectus.

To the extent that there is any inconsistency between any statement in this First Supplement and any other statement contained or incorporated by reference in the Base Prospectus, the statements in this First Supplement will prevail. Except as otherwise provided herein, terms defined in the Base Prospectus have the same meaning when used in this First Supplement.

So long as International Covered Bonds (as defined below) are admitted to trading on a Regulated Market of the European Economic Area in accordance with the Prospectus Directive, this First Supplement and the 2012 Half-Year Financial Statements (as defined below) may be obtained, without charge upon request, during normal business hours at the registered office of the Issuer and at the specified office of the Paying Agent(s). This First Supplement will be published on the websites of (i) the AMF ([www.amf-france.org](http://www.amf-france.org)) and (ii) the Issuer ([www.creditmutuelcic-sfh.com](http://www.creditmutuelcic-sfh.com)). The 2012 Half-Year Financial Statements are available on the website of the Issuer ([www.creditmutuelcic-sfh.com](http://www.creditmutuelcic-sfh.com)). The Information Document (as defined below) is available on the website of the Borrower ([www.bfcm.creditmutuel.fr](http://www.bfcm.creditmutuel.fr)).

In accordance with article 16.2 of the Prospectus Directive and article 212-25 II of the AMF's General Regulation (*Règlement général de l'AMF*), investors who have already agreed to purchase or subscribe for International Covered Bonds before first publication of this First Supplement have the right, exercisable within a time limit of two business days after the publication of this First Supplement, to withdraw their acceptances.



In accordance with articles L.412-1 and L.621-8 of the French Monetary and Financial Code (*Code monétaire et financier*) and with the AMF's General Regulation (*Règlement général de l'AMF*), in particular articles 212-31 to 212-33, the AMF has granted to this First Supplement its visa no. 12-457 on 20 September 2012. The Base Prospectus, as supplemented by this First Supplement, may be used for the purposes of a financial transaction only if it is supplemented by final terms. This First Supplement was prepared by the Issuer and its signatories assume responsibility for it. In accordance with article L.621-8-1-I of the French Monetary and Financial Code (*Code monétaire et financier*), the visa was granted following an examination by the AMF of "whether the document is complete and understandable, and whether the information it contains is consistent". It does not imply that the AMF has verified the accounting and financial data set out herein. This visa has been granted subject to the publication of final terms in accordance with article 212-32 of the AMF's General Regulation (*Règlement général de l'AMF*), setting out the terms and conditions of the securities to be issued.

## 1. Amendments related to the establishment of a U.S. Programme

Following the establishment by the Issuer of a U.S. Programme (as defined below in paragraph 1.1.3) pursuant to which covered bonds governed by New York law may be issued by the Issuer, the Base Prospectus is amended as follows as from the date of this First Supplement to reflect the existence of this separate programme.

### 1.1 Definitions

#### 1.1.1 General amendment

The second sentence of the first introductory paragraph of section "*Terms and Conditions of the French Law Covered Bonds*" (page 36) and the introductory paragraph of sections "*Use of Proceeds*" (page 64), "*The Issuer*" (page 70), "*The Borrower and the Borrower Facility Agreement*" (page 87), "*The Collateral Security*" (page 92), "*Asset Monitoring*" (page 105), "*Cash Flow*" (page 117), "*Origination of the Home Loans*" (page 121) and "*The Hedging Strategy*" (page 124) shall be deleted in their entirety.

Throughout the Base Prospectus, the word "series" shall be replaced by the word "Series".

#### 1.1.2 Amendment of certain definitions

All references in the Base Prospectus to "**Bondholder**" or "**holder of any Covered Bonds**" shall be replaced by references to:

- "**International Bondholder**" and "**holder of any International Covered Bond**" respectively, except:
  - where the context specifically refers to Bondholders of French Law Covered Bonds, Australian Law Covered Bonds or German Law Covered Bonds, in which case such references shall remain unchanged; and
  - in sections:
    - ✓ "*Terms and Conditions of the French Law Covered Bonds*" (pages 36 *et seq.*), Condition 5 "*Privilège*", paragraph (ii), third bullet point (page 42) and Condition 6(g) "*Programme Documents*", second to the last and last paragraphs (page 43);
    - ✓ "*Main features of the legislation and regulations relating to sociétés de financement de l'habitat*" (pages 66 *et seq.*); and
    - ✓ sub-paragraph "*Issuer Share capital, Covered Bonds, Subordinated Loans and Issuer Majority Shareholders' undertakings – Shareholder letter of undertaking*" (page 75).

where such references shall remain unchanged and have the meaning referred to in paragraph 1.1.3 below; or

- "**French Law Bondholder**" and "**holder of any French Law Covered Bond**", respectively:
  - on the Cover Page, paragraph 6;
  - throughout section "*Terms and Conditions of the French Law Covered Bonds*" (pages 36 *et seq.*), other than in the Conditions referred to above;
  - throughout section "*Temporary Global Certificates in respect of French Law Covered Bonds which are Materialised Covered Bonds*" (page 65); and
  - throughout section "*Form of Final Terms*" (pages 128 *et seq.*);

except where the context specifically refers to holders of Australian Law Covered Bonds or German Law Covered Bonds, in which case such references shall remain unchanged.

For avoidance of doubt, references to "**Bondholders Representative**" "**holder of French Law Covered Bonds**", "**holder of Australian Law Covered Bonds**", "**holder of German Law Covered Bonds**" and "**Majority Bondholders**" shall remain unchanged.

All references in the Base Prospectus to "**Covered Bonds**" shall be replaced by references to:

- "**International Covered Bonds**" (meaning the French Law Covered Bonds, the Australian Law Covered Bonds and the German Law Covered Bonds), except in sections:
  - "*General Description of the Programme*" (pages 6 *et seq.*):
    - ✓ under heading "*1. Covered Bonds*", sub-paragraphs "*Programme Limit*" (page 6) and "*Status of the Covered Bonds*" on line 6 (page 7); and
    - ✓ under heading "*3. Asset Monitoring*", sub-paragraphs "*Asset Cover Test*" (page 14), "*Pre-Maturity Test*" (page 15) and "*Amortisation Test*" (page 16);

- "Risk Factors" (pages 17 *et seq.*):
  - ✓ "Risks related to the Issuer", sub-paragraph "Restrictions on recourse and enforcement" (page 20), last line; and
  - ✓ "Risks related to the Collateral Security", sub-paragraph "Sale or refinancing of Home Loans and related Home Loan Security by the Issuer following enforcement of the Collateral Security" (page 22);
- "Terms and Conditions of the French Law Covered Bonds" (pages 36 *et seq.*):
  - ✓ Condition 1 "Definitions – Issuer Event of Default" (page 37);
  - ✓ Condition 5 "Privilège" (page 42), paragraph (ii), except in the first bullet point (line 8) and in the last bullet point;
  - ✓ Condition 6(b) "Limitation on Indebtedness" (page 43);
  - ✓ Condition 6(g) "Programme Documents" (page 43), last paragraph;
  - ✓ Condition 6(i) "No further issuance" (page 44);
  - ✓ Condition 6(j) "Rating of further Issuance" (page 44);
  - ✓ Condition 15 "Limited Recourse, Non Petition – Limited Recourse", sub-paragraph (c), line 6 (page 61); and
  - ✓ Condition 15 "Limited Recourse, Non Petition – Non Petition", first paragraph line 4 (page 61);
- "Main features of the legislation and regulations relating to sociétés de financement de l'habitat" (pages 66 *et seq.*);
- "The Issuer":
  - ✓ sub-paragraph "Issuer's activities – Special purpose entity and restrictions on object and powers" (page 70);
  - ✓ sub-paragraph "Issuer's activities – Limited Recourse" (page 71);
  - ✓ sub-paragraph "Issuer's activities – Non Petition" (page 71);
  - ✓ sub-paragraphs "Issuer Share capital, Covered Bonds, Subordinated Loans and Issuer Majority Shareholders' undertakings" and "Covered Bonds", title of these sub-paragraphs (pages 74 and 75);
  - ✓ sub-paragraph "Issuer Share capital, Covered Bonds, Subordinated Loans and Issuer Majority Shareholders' undertakings – Shareholder letter of undertaking" (page 75);
  - ✓ sub-paragraph "The Administrative Agreement – Administrator's duties regarding the refinancing of the Transferred Assets", last line of the first paragraph and definition of "Adjusted Required Redemption Amount" (page 79); and
  - ✓ sub-paragraph "The Issuer Accounts Agreement – Issuer Accounts Bank's Defaults" (pages 84 and 85);
- "The Borrower and the Borrower Facility Agreement", sub-paragraph "The Borrower Facility Agreement – Borrower's indemnities" (page 91);
- "The Collateral Security":
  - ✓ sub-paragraph "The Collateral Security Agreement – Collection Loss Trigger Event" (page 99); and
  - ✓ sub-paragraph "The Collateral Security Agreement – Application of proceeds" (page 102);
- "Asset Monitoring":
  - ✓ sub-paragraph "The Asset Cover Test" (pages 105 *et seq.*);
  - ✓ sub-paragraph "The Pre-Maturity Test", definitions of "Pre-Maturity Test Period" (page 108), "Costs" and "Covered Bond Principal Amount" (page 109);
  - ✓ sub-paragraph "The Amortisation Test", definition of "Aggregate Covered Bond Outstanding Principal Amount (ACBOPA)" (page 111) and second sentence under heading "Non compliance with Amortisation Test" (page 112);
- "Cash Flow";

- "*Hedging Strategy*":
  - ✓ sub-paragraph "*Hedging strategy before the occurrence of a Hedging Rating Trigger Event and/or any Borrower Event of Default*", second paragraph, line 4, fifth paragraph and sixth paragraph (page 124);
  - ✓ sub-paragraph "*Hedging strategy upon the occurrence of a Hedging Rating Trigger Event – Provisions common to the Issuer Hedging Agreements and to the Borrower Hedging Agreements*", first paragraph, ninth paragraph and last paragraph, line 4 (page 125);
  - ✓ sub-paragraph "*Hedging strategy upon the occurrence of a Hedging Rating Trigger Event – The Issuer Hedging Agreement(s)*" (page 126),

where such references shall remain unchanged and have the definition referred to in paragraph 1.1.3 below; or

- "**French Law Covered Bonds**":

- on the Cover Page, paragraphs 5, 6 and 9;
- in section "*General Description of the Programme*":
  - ✓ under heading "*1. Covered Bonds*", paragraph "*Withholding Tax*" (pages 8 and 9); and
  - ✓ under heading "*4. General Information*", paragraph "*General Information*", first paragraph (page 16);
- throughout section "*Terms and Conditions of the French Law Covered Bonds*" (pages 36 *et seq.*), other than in the Conditions referred to above;
- throughout section "*Temporary Global Certificates in respect of French Law Covered Bonds which are Materialised Covered Bonds*" (page 65);
- throughout section "*Form of Final Terms*" (pages 128 *et seq.*);
- throughout section "*Taxation*" (pages 146 *et seq.*); and
- in section "*General Information*", paragraphs 7, 11 and 12(d) (pages 152 and 153).

For avoidance of doubt, references to "**Aggregate Covered Bond Outstanding Principal Amount**", "**Australian Law Covered Bonds**", "**Covered Bond Outstanding Principal Amount**", "**Covered Bonds Cross Acceleration Event**", "**French Law Covered Bonds**" and "**German Law Covered Bonds**" shall remain unchanged.

For avoidance of doubt, references to "**Definitive Materialised Covered Bonds**", "**Dematerialised Covered Bonds**", "**Dual Currency Covered Bonds**", "**Fixed Rate Covered Bonds**", "**Floating Rate Covered Bonds**", "**French Law Covered Bonds**", "**Index Linked Covered Bonds**", "**Instalment Covered Bonds**", "**Materialised Covered Bonds**", "**Partly Paid Covered Bonds**" and "**Zero Coupon Covered Bonds**" shall remain unchanged and all refer to a form of French Law Covered Bond.

All references in the Base Prospectus to "**Covered Bond Programme**" shall be replaced by references to "**International Covered Bond Programme**".

All references in the Base Prospectus to "**Programme**" shall be replaced by references to "**International Programme**".

For the avoidance of doubt, references to "**Programme Date**", "**Programme Documents**", "**Programme Limit**" and "**Programme Parties**" shall remain unchanged.

The definition of "**Bondholder**" in Condition 1 "*Definitions*" of section "*Terms and Conditions of the French Law Covered Bonds*" (pages 36) shall be deleted and replaced with the following definition:

"**Bondholders**" mean the International Bondholders and New York Law Covered Bondholders.

The definition of "**Issuer Event of Default**" in Condition 1 "*Definitions*" of section "*Terms and Conditions of the French Law Covered Bonds*" (page 37) shall be amended to:

- delete the words "and including any payment with respect to Australian Law Covered Bonds and German Law Covered Bonds" in paragraph (b) and the parenthesis "(including Australian Law Covered Bonds and German Law Covered Bonds)" in paragraphs (d), (e) and (g);
- delete sub-paragraphs (c)(ii) and (c)(iii) and replace such sub-paragraphs with a new sub-paragraph (ii) stating "in the case of Australian Law Covered Bonds, German Law Covered Bonds and New York Law Covered Bonds, the process set out in the terms and conditions of such Covered Bonds,"; and

- delete the words "such liquidation or winding up" in paragraph (g) and replace them by the words "cessation".

The definition of "**Majority Bondholders**" in Condition 1 "*Definitions*" of section "*Terms and Conditions of the French Law Covered Bonds*" (page 38) shall be amended to replace paragraphs (ii) and (iii) with the following new paragraphs:

- "(ii) in relation to any Series of Australian Law Covered Bonds, the meaning given to it in the terms and conditions of such Covered Bonds; and
- (iii) in relation to any Series of German Law Covered Bonds and New York Law Covered Bonds, the meaning given respectively to the terms "Majority Bondholders Resolution" and "Majority New York Law Covered Bondholders" in the terms and conditions of the relevant Covered Bonds."

The definition of "**outstanding**" in Condition 1 "*Definitions*" of section "*Terms and Conditions of the French Law Covered Bonds*" (page 38) shall be amended to:

- add "(i)" just after the words "means";
- delete the parenthesis "(including Australian Law Covered Bonds and German Law Covered Bonds)"; and
- at the end of the current paragraph, add a paragraph (ii) stating "(ii) in the case of Australian Law Covered Bonds, German Law Covered Bonds and New York Law Covered Bonds, such definition as specified in the terms and conditions of the relevant Covered Bonds".

The definition of "**Programme Documents**" in Condition 1 "*Definitions*" of section "*Terms and Conditions of the French Law Covered Bonds*" (page 39) shall be amended to include a paragraph (r) referring to "any additional document entered into by the Issuer with respect to the U.S. Programme, as applicable, including notably the terms and conditions of the New York Law Covered Bonds and, as amended from time to time, the dealer agreement and agency agreement relating to the New York Law Covered Bonds".

The definition of "**Rating Affirmation**" in Condition 1 "*Definitions*" of section "*Terms and Conditions of the French Law Covered Bonds*" (page 39) shall be replaced by the following definition: "with respect to any specified action, determination or appointment, and except as otherwise specified herein and/or in any Programme Documents, notification by the Issuer (or the relevant Representative) to the relevant Rating Agencies, for so long as any International Covered Bonds are rated by them, of such specified action, determination or appointment which does not result in the downgrading, or withdrawal, of the ratings then assigned to the International Covered Bonds."

The definition of "**Representative Consent**" in Condition 1 "*Definitions*" of section "*Terms and Conditions of the French Law Covered Bonds*" (page 40) shall be amended to replace paragraphs (ii) and (iii) with the following new paragraph stating: (ii) "in relation to all Series of Australian Law Covered Bonds, German Law Covered Bonds and New York Law Covered Bonds, a confirmation of consent in the form specified in the terms and conditions of such Covered Bonds".

### 1.1.3 Insertion of new definitions

The following definitions shall be added to Condition 1 "*Definitions*" of section "*Terms and Conditions of the French Law Covered Bonds*" (pages 36 *et seq.*):

"**Covered Bonds**" mean the International Covered Bonds and New York Law Covered Bonds.

"**French Law Bondholders**" or, as the case may be, "**holder of any French Law Covered Bonds**" mean (a) in the case of Dematerialised Covered Bonds, the individual or entity whose name appears in the account of the relevant Account Holder, the Issuer or the Registration Agent (as the case may be) as being entitled to such French Law Covered Bonds and (b) in the case of Definitive Materialised Covered Bonds, the bearer of any Definitive Materialised Covered Bond and the Coupons, Receipts or Talons relating to it

"**International Bondholders**" or, as the case may be, "**holders of any International Covered Bond**" means:

- (i) in the case of French Law Covered Bonds, the French Law Bondholders; and
- (ii) in the case of Australian Law Covered Bonds and German Law Covered Bonds, such holders as are specified in the terms and conditions of such Covered Bonds.

"**New York Law Covered Bondholder**" means any holder of New York Law Covered Bonds within the meaning of the terms and conditions of such New York Law Covered Bonds.

"**New York Law Covered Bonds**" mean the covered bonds governed by New York law issued under the U.S. Programme.

"**U.S. Programme**" means the Issuer's separate €30,000,000,000 covered bond programme, as amended from time to time, for the issue of New York Law Covered Bonds.

## 1.2 Risk Factors

### 1.2.1 Amendment of risk factors

The risk factor "*Reliance of the Issuer on third parties*" (page 17) shall be modified to include the words ", in which case the transfer of the servicing function to a new servicer could result in delays, increased costs and/or losses in collection of sums due to the Issuer under its assets, could create operational and administrative difficulties for the Issuer, and could adversely affect its ability to perform its obligations under the International Covered Bonds" at the end of the last paragraph.

The risk factor "*Restrictions on recourse and enforcement*" (page 20) shall be modified in line 5 to add the words "or the U.S. Programme" after the word "Programme".

### 1.2.2 Insertion of risk factors

The following risk factors should be added to section "Risk Factors" (pages 17 *et seq.*):

- at the end of paragraph 1 "*Risks related to the Issuer*" (page 21):

*"Holders of International Covered Bonds may not declare the International Covered Bonds immediately due and payable in the event the Issuer files for bankruptcy.*

The bankruptcy of the Issuer, which is an event that is customarily considered an event of default under debt instruments giving rise to an absolute or qualified right on the part of the registered holder to declare such debt instrument immediately due and payable, constitutes the occurrence of an Issuer Event of Default under the respective terms and conditions of the International Covered Bonds. However, under the legal framework applicable to *sociétés de financement de l'habitat*, the opening of bankruptcy proceedings or of conciliation proceedings with respect to the Issuer will not give rise to the right on the part of the International Bondholders to declare the International Covered Bonds immediately due and payable. The French Monetary and Financial Code (*Code monétaire et financier*) provides for all cash flows generated by the eligible assets of the Issuer (as described under article L.515-19 1° of the French Monetary and Financial Code (*Code monétaire et financier*) to be allocated as a matter of priority to servicing the liabilities of the Issuer that benefit from the *Privilège* as they fall due, in preference to all other claims, whether or not secured or statutorily preferred and, until payment in full of the liabilities of the Issuer that benefit from the *Privilège*, as such liabilities fall due, no creditors (other than the Bondholders and the creditors benefiting from the *Privilège*) may avail themselves of any right over the assets and rights of the Issuer.";

- at the end of paragraph 4 "*Risks related to Home Loans and related Home Loan Security*" (page 25):

*"The value of the properties securing the Home Loans may decrease.*

The value of the properties securing the Home Loans may decrease as a result of any number of factors, including the national or international economic climate, regional economic or housing conditions, changes in tax laws, mortgage interest rates, inflation, the availability of financing, yields on alternative investments, increasing utility costs and other day-to-day expenses, political developments and government policies. In addition, as the properties securing the Home Loans are predominantly located in France, the value of such properties may decline in the event of a general downturn in the value of property in France. A reduction in the value of these properties could result in the Issuer having insufficient funds to meet its obligations under the International Covered Bonds."

## 1.3 Terms and Conditions of the French Law Covered Bonds

Section "*Terms and Conditions of the French Law Covered Bonds*" (pages 36 *et seq.*) shall be modified as follows:

- Introductory paragraphs (page 36):

The fourth introductory paragraph of section "*Terms and Conditions of the French Law Covered Bonds*" shall be amended to include the following words: "which shall, whenever the context so permits, be deemed to include any series of German Law Covered Bonds, Australian Law Covered Bonds and New York Law Covered Bonds" after the words "each a "**Series**"".

The fifth introductory paragraph of section "*Terms and Conditions of the French Law Covered Bonds*" shall be amended to include the following wording at the end of the paragraph: "(together the "**International Covered Bonds**)".

- Condition "*Status*" (page 41):

This Condition shall be amended to:

- delete the words "Australian Law Covered Bonds and the German Law Covered Bonds) and," and the parenthesis "(including the French Law Covered Bonds, Australian Law Covered Bonds and German Law Covered Bonds of all other Series)"; and

- replace the second deleted parenthesis with the following parenthesis: "(including Covered Bonds of all other Series)".

- Condition "Privilège" (page 42):

The first bullet point of paragraph (ii) shall be amended to include the words "Covered Bonds of all other Series and" just after the words "(such as" on line 9.

- Condition 6 "Covenants" (page 42):

Paragraph (h) "*Notification of Issuer Events of Default*" (page 44) shall be amended to include the words "of Covered Bonds" after the words "In respect of any Series" on line 1.

Paragraph (i) "*No further issuance*" (page 44) shall be amended on line 1 to:

- delete the parenthesis "(including Australian Law Covered Bonds and German Law Covered Bonds)"; and
- add the words "or U.S. Programme" after the word "Programme".

- Condition 9 "Payments and Talons" (page 55):

The paragraphs under Condition 9(d) "*Payments subject to Fiscal Laws*" (page 56) shall be deleted in their entirety and replaced with the following paragraphs:

"All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in any jurisdiction (whether by operation of law or agreement of the Issuer or its Agents) and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to the provisions of Condition 10.

No commission or expenses shall be charged to the holders of French Law Covered Bonds or Couponholders in respect of such payments."

- Condition 11 "Events of Default" (page 58):

The beginning of the paragraph shall be amended to:

- include the words: "Subject to the legal framework applicable to a *société de financement de l'habitat*,"

- Condition 15 "Limited recourse, Non petition" (page 61):

This Condition shall be amended on line 3 of the first paragraph under heading "*Non petition*" to add the words "or the U.S. Programme" after the word "Programme".

## 1.4 Other amendments

- Cover Page:

The second paragraph of the Cover Page should be deleted and replaced with the following paragraph:

"The aggregate nominal amount of International Covered Bonds outstanding under the International Programme, together with covered bonds issued under a separate covered bond programme pursuant to which the Issuer may issue covered bonds governed by New York law, will not at any time exceed €30,000,000,000 (or its equivalent in other currencies at the date of issue)."

- Section "General Description of the Programme":

Under heading "*I. Covered Bonds*" (page 6):

- paragraph "*Programme Limit*" shall be amended to include the words "under the International Programme and/or U.S. Programme" after the words "Covered Bonds outstanding"; and
- paragraph "*Series and Tranches*" shall be amended to include the following sentence at the end of the paragraph: "For the purpose of this Base Prospectus, the term "**Series**" shall, whenever the context so permits, be deemed to include any series of New York Law Covered Bonds."

- Section "The Issuer":

- Paragraph "*Issuer's Activities*", first paragraph under heading "*Non petition*", line 3 (page 71) shall be amended to add the words "or the U.S. Programme" after the words "Programme".

- Paragraph "*Issuer Financial Elements*" (page 74), the following paragraph should be added after the first paragraph:

"The Issuer produces investor reports which are available on its website (www.creditmutuelcic-sfh.com)."

- Paragraph "*Issuer share capital, Covered Bonds, Subordinated Loans and Issuer Majority Shareholder's undertakings*", sub-paragraph "*Covered Bonds*" (page 75) shall be amended to (i) add the words "under its

International Programme" after the word "*assimilable*" and (ii) add the following sentence at the end of the paragraph "As from 20 September 2012, the Issuer may also issue from time to time New York Law Covered Bonds under its U.S. Programme."

- Section "The Hedging Strategy" (page 124):

This section shall be amended:

- in the fifth paragraph, to include a last sentence stating "The New York Law Covered Bonds issued under the U.S. Programme may have similar features."; and
  - in the first line of the sixth paragraph, to add the words "or the U.S. Programme" after the words "Programme".
- Section "Subscription and Sale" (page 148):

First paragraph, line 2 (page 148) shall be amended to add the words "as supplemented and amended from time to time," in the parenthesis before the words "the "**Dealer Agreement**".

## **2. Documents incorporated by reference**

By virtue of this First Supplement, the following documents are added to the list of documents incorporated by reference in the Base Prospectus, as described in section "*Documents incorporated by reference*" (page 34):

- the "*Rapport d'examen limité des commissaires aux comptes sur les comptes intermédiaires individuels – période du 1<sup>er</sup> janvier au 30 juin 2012*", in the French language, which contains the half-year financial statements of the Issuer for the period ended 30 June 2012 and the auditors' report thereon (the "**2012 Half-Year Financial Statements**"), which have been simultaneously filed with the AMF;
- the information document relating to the Borrower and the Group dated 20 September 2012 (the "**Information Document**").

The information incorporated by reference in the Base Prospectus by this First Supplement shall be read in connection with the cross reference list below. Any information not listed in the cross reference list but included in the documents incorporated by reference is given for information purposes only.

### **Cross-reference list**

<b>INFORMATION INCORPORATED BY REFERENCE</b> (Annex VII of the European Regulation 809/2004/EC, as modified by European Regulation 486/2012/EU)	<b>REFERENCE</b>
<b>8. FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES</b>	
<b><u>8.2 Historical financial information</u></b>	
	<b>2012 Half-Year Financial Statements</b>
<b>- Balance sheet</b>	Pages 4 to 5
<b>- Profit and loss Account</b>	Page 6
<b>- Notes</b>	Pages 7 to 12
<b>- Auditor's report relating to the above</b>	Pages 1 to 2

It should be noted that during the preparation of the interim unaudited consolidated financial statements of each of the Group and the Borrower as at and for the six month period ended 30 June 2012, an error was identified with respect to the accounting treatment of the investment in Banco Popular Español (BPE), which was accounted for under the equity method for the first time in such financial statements. The error was corrected in the financial information for the six month period ended 30 June 2011 included in each of the Group's and the Borrower's interim unaudited consolidated financial statements as at and for the six month period ended 30 June 2012 included in the Information Document. The correction and its impact on the net income and total assets of each of the Group and the Borrower are described in note 1b to each of the Group's and the Borrower's interim unaudited consolidated financial statements as at and for the six month period ended 30 June 2012. The equity method accounting treatment of BPE results from the significant influence the Group has had over BPE since the end of the 2010 fiscal year. The audited consolidated financial statements as at and for the years ended 31 December 2011 and 2010 of each of the Group and the Borrower have not been restated for this error, as the amounts involved were not material.



**PERSON RESPONSIBLE FOR THE INFORMATION  
GIVEN IN THE FIRST SUPPLEMENT**

I declare, to the best of my knowledge (having taken all reasonable care to ensure that such is the case), that the information contained in this First Supplement is in accordance with the facts and contains no omission likely to affect its import.

Paris, 20 September 2012

Mr. Christian ANDER  
*Directeur général*

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