

**Fourth Supplement dated 19 November 2013**  
**to the Euro Medium Term Note Programme Base Prospectus dated 3 June 2013**



**BNP PARIBAS**

*(incorporated in France)*

*(as Issuer)*

**€90,000,000,000**

**EURO MEDIUM TERM NOTE PROGRAMME**

This fourth supplement (the "**Fourth Supplement**") is supplemental to, and should be read in conjunction with, the base prospectus dated 3 June 2013 (the "**Base Prospectus**"), the first supplement to the Base Prospectus dated 8 August 2013 (the "**First Supplement**"), the second supplement to the Base Prospectus dated 2 October 2013 (the "**Second Supplement**") and the third supplement to the Base Prospectus dated 5 November 2013 (the "**Third Supplement**" and, together with the First Supplement and the Second Supplement, the "**Previous Supplements**") in each case, in relation to the €90,000,000,000 Euro Medium Term Note Programme of BNP Paribas (the "**Programme**").

The Base Prospectus constitutes a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC as amended (including by Directive 2010/73/EU to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area) (the "**Prospectus Directive**"). The *Autorité des Marchés Financiers* (the "**AMF**") granted visa no. 13-258 on 3 June 2013 in respect of the Base Prospectus, visa no. 13-450 on 8 August 2013 in respect of the First Supplement, visa no. 13-523 on 2 October 2013 in respect of the Second Supplement and visa no. 13-587 on 5 November 2013 in respect of the Third Supplement. Application has been made for approval of this Fourth Supplement to the AMF in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* which implements the Prospectus Directive in France.

Unless the context otherwise requires, terms defined in the Base Prospectus, as amended by the Previous Supplements, shall have the same meanings when used in this Fourth Supplement.

To the extent that there is any inconsistency between (i) any statement in this Fourth Supplement and (ii) any statement in, or incorporated by reference in, the Base Prospectus, the statement referred to in (i) above will prevail.

Reference in this Fourth Supplement to paragraphs of the Base Prospectus are to the Base Prospectus as amended by the Previous Supplements. References in this Fourth Supplement to page numbers in the Base Prospectus are to the page numbers in the Base Prospectus without taking into account any amendments made in the Previous Supplements.

Copies of this Fourth Supplement may be obtained free of charge at the registered offices of the Issuer and BNP Paribas Securities Services, Luxembourg Branch as Principal Paying Agent and will be available on the website of BNP Paribas ([www.invest.bnpparibas.com](http://www.invest.bnpparibas.com)) and on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)).

This Fourth Supplement has been prepared in accordance with Article 16.1 of the Prospectus Directive and pursuant to Article 212-25 of the AMF's *Règlement Général*, for the purposes of giving information which amends or is additional to the information already contained in the Base Prospectus.

This Fourth Supplement has been prepared for the purposes of:

- (A) amending the "Description of BNPP Indices";
- (B) amending Annex 1 - Additional Terms and Conditions for Payouts;
- (C) amending Annex 3 - Additional Terms and Conditions for Share Linked Notes;
- (D) giving disclosure in respect of a joint press release dated 13 November 2013 issued by the Belgian Government and BNP Paribas; and
- (E) amending the "Documents Incorporated by Reference" section.

The amendments referred to in (B) and (C) above have been made in order to correct typographical errors and amend certain payouts (including adding or amending related definitions).

In accordance with Article 16.2 of the Prospectus Directive, in the case of an offer of Notes to the public, investors who have already agreed to purchase or subscribe for Notes issued under the Programme before this Fourth Supplement is published have the right, exercisable before the end of the period of two working days beginning with the working day after the date of publication of this Fourth Supplement to withdraw their acceptances. This right to withdraw shall expire by close of business on 22 November 2013.

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## **PRESS RELEASE**

The Belgian Government and BNP Paribas released the following joint press release dated 13 November 2013 relating to an agreement they have reached for the transfer to BNP Paribas of the 25% shareholding held by the Belgian State in BNP Paribas Fortis for a price of 3.25 billion euros:

### **JOINT PRESS RELEASE**

#### **OF THE BELGIAN GOVERNMENT AND BNP PARIBAS**

The Belgian State and BNP Paribas announce that they have reached an agreement for the transfer to BNP Paribas of the 25% shareholding held by the Belgian State in BNP Paribas Fortis for a price of 3.25 billion euros.

This shareholding originated in 2008-2009 transactions in the context of the deteriorated financial condition of Fortis Bank Belgium (now BNP Paribas Fortis), whereby the Belgian State held (through the SFPI) 25% of the shares of Fortis Bank Belgium and the remaining shares were held by BNP Paribas. After the success of the transfer of Royal Park Investment's portfolio of structured credits in May this year, this transaction marks a new phase in the disposal by the Belgian State of its investments in Fortis Bank Belgium.

BNP Paribas Fortis' strategic plan "Bank for the Future" that was announced on March 25, 2013 will continue to be implemented and the governance of BNP Paribas Fortis will continue to reflect the Belgian identity of the institution, amongst others with an appropriate representation of Belgian independent directors on the Board of Directors until 2020 and the presence in Belgium of specialized centers.

The Belgian State will realize a capital gain of approximately 900 million euros at the closing of the transaction.

The negative impact of the transaction on the "Common Equity Tier 1 Basel 3" ratio of the BNP Paribas Group is estimated at around 50 basis points, and the transaction will be accretive to the estimated pro forma net income per share for 2013 by approximately 3%.

At the end of the Council of Ministers, Prime Minister Elio Di Rupo and Minister of Finance Koen Geens declared: "The objectives set by the Government when the Belgian State initially invested were fully achieved. The bank has met its commitments despite a challenging environment. The moment had therefore come for the Belgian State to disengage from BNP Paribas Fortis. We are confident in the ability of the bank to maintain its role in the Belgian economy. The sale proceeds of 3.25 billion euros will help the Belgian State to achieve its public debt objectives. In addition, the Belgian State welcomes BNP Paribas' significant investment in Belgium for the set up of two group-wide data centers."

Jean-Laurent Bonnafé, CEO of BNP Paribas, declared: "The partnership with the Belgian State brought the stability that was needed for the integration to occur in the best conditions for the employees and the clients of the bank and we are grateful to the Belgian State, which also remains one of our major shareholders, for this collaboration. We will continue to develop BNP Paribas Fortis in accordance with the principles that have been ours during the integration phase, both in labor matters and in terms of support to the economy."

Herman Daems, Chairman of the Board of Directors of BNP Paribas Fortis, declared: "The integration with BNP Paribas has been beneficial for all of our stakeholders. Our shareholder BNP Paribas fully supports our strategy to the service of our clients and this transaction does not in any way affect our commitment towards them and towards the Belgian economy. I would like to thank our clients as well as our employees for their respective contributions."

## **DOCUMENTS INCORPORATED BY REFERENCE**

The text "save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Document to the extent that such statement is inconsistent with a statement contained in this Document" is deleted in its entirety and replaced with the following:

"save that any statement contained herein or in a document which is deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Document to the extent that such statement is inconsistent with a statement contained in this Document or any supplement to this Document"

## AMENDMENTS TO ANNEX 1 - ADDITIONAL TERMS AND CONDITIONS FOR PAYOUTS

*In relation to the amendments to Annex 1 – Additional Terms and Conditions for Payouts in this section (other than in paragraphs (a) – (g), (j), (m), (n), (s) and (t)): (i) text which, by virtue of this Fourth Supplement, is deleted from Annex 1 – Additional Terms and Conditions for Payouts is shown with a line drawn through the middle of the relevant deleted text; and (ii) text which, by virtue of this Fourth Supplement, is added to Annex 1 – Additional Terms and Conditions for Payouts is shown underlined.*

Annex 1 – Additional Terms and Conditions for Payouts is amended as set out below:

- (a) In Payout Condition 1.3(b), the definition of "**ER Cap Percentage**" is deleted and replaced with the following:
- ""ER Cap Percentage" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;"
- (b) In Payout Condition 1.3(b), the definition of "**ER Constant Percentage**" is deleted and replaced with the following:
- ""ER Constant Percentage" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;"
- (c) In Payout Condition 1.3(b), the definition of "**ER Floor**" is deleted and replaced with the following:
- ""ER Floor Percentage" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;"
- (d) In Payout Condition 1.3(b), the definition of "**ER Gearing**" is deleted and replaced with the following:
- ""ER Gearing" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;"
- (e) In Payout Condition 1.3(b), the definition of "**ER Spread**" is deleted and replaced with the following:
- ""ER Spread" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;"
- (f) In Payout Condition 1.3(b), the definition of "**ER Strike Percentage**" is deleted and replaced with the following:
- ""ER Strike Percentage" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the percentage specified as such in the applicable Final Terms;"
- (g) In Payout Condition 1.3(b), the definition of "**ER Value**" is deleted and replaced with the following:
- ""ER Value" means, in respect of a SPS ER Valuation Date or SPS ER Valuation Period, the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;"
- (h) In Payout Condition 1.6(a), the definition of "**Underlying Reference Closing Price Value**" is amended as follows:

**"Underlying Reference Closing Price Value"** means, in respect of a SPS Valuation Date:

- (i) if the relevant Underlying Reference is an Index or Custom Index, the Closing Level; ~~or~~
  - (ii) if the relevant Underlying Reference is ~~an ETI or~~ a Share, the Closing Price or the Italian Securities Reference Price, as specified in the applicable Final Terms; and
  - ~~(iii)~~ (iii) if the relevant Underlying Reference is an ETI, the Closing Price;
  - ~~(iii)~~(iv) if the relevant Underlying Reference is a Commodity or a Commodity Index, the Relevant Price;
  - ~~(iv)~~(v) if the relevant Underlying Reference is a Fund, the NAV per Fund Share;
  - ~~(v)~~(vi) if the relevant Underlying Reference is a Currency or Future, the Settlement Price;
  - ~~(vi)~~(vii) if the relevant Underlying Reference is an Underlying Interest Rate, the Underlying Reference Rate; or
  - ~~(vii)~~(viii) if the relevant Underlying Reference is an Inflation Index, the Relevant Level,
- in each case in respect of such day;

- (i) In Payout Condition 1.12, the definition of **"SPS Valuation Date"** is amended as follows:

**"SPS Valuation Date"** means each SPS Coupon Valuation Date, SPS Redemption Valuation Date, SPS ER Valuation Date, SPS FR Valuation Date, SPS FR Barrier Valuation Date, Knock-in Determination Day, Knock-out Determination Day, Automatic Early Expiration Valuation Date or Automatic Early Redemption Valuation Date, SPS EndDay Valuation Date, SPS StartDay Valuation Date, SPS ACS Valuation ~~Qdate,~~ ~~or~~ SPS APS Valuation Date or Strike Date specified as such in the applicable Final Terms;

- (j) In Payout Condition 1.12, the definition of **"Up Fixed Redemption Value"** is deleted and replaced with the following:

**"Up Final Redemption Value"** means the value from Payout Conditions 1.6, 1.7, 1.8, 1.9 or 1.10 specified as such in the applicable Final Terms;"

- (k) Payout Condition 2.1(b) is amended as follows:

(b) **Range Accrual Coupon**

If Range Accrual Coupon is specified as applicable in the applicable Final Terms:

$$\frac{\text{Min} \left\{ \text{Global Cap}, \text{Max} \left[ \text{Global Floor}, \text{Min} \left( \text{Local Cap}, \text{Max} \left[ \text{Local Floor}, \text{Global Margin} + \sum_{i=1}^n \text{Gearing}_{(i)} \times \text{FI Rate}_{(i)} \right] \right) \times \frac{n}{N} \right] \right\}}{\text{Min} \left\{ \text{Global Cap}, \text{Max} \left( \text{Global Floor}, \text{Min} \left[ \text{Local Cap}, \text{Max} \left( \text{Local Floor}, \text{Global Margin} + \sum_{i=1}^n \text{Gearing}_{(i)} \times \text{FI Rate}_{(i)} \right) \right] \right) \times \frac{n}{N} \right\}}$$

Where:

"n" is the number of Range Accrual Days in the relevant Range Period on which the Range Accrual Coupon Condition is satisfied; and

"N" is the number of Range Accrual Days in the relevant Range Period.

If Deemed Range Accrual is specified as applicable in the applicable Final Terms, the FI DC Barrier Value for each Range Accrual Day in the period from (and including) the Range Cut-off Date to (and including) the Range Period End Date will be deemed to be the FI DC Barrier Value on the Range Cut-off Date.

- (l) Payout Condition 2.1(f) is amended as follows:

(f) **FI Digital Cap Coupon**

If the Notes are specified in the applicable Final Terms as being FI Digital Cap Coupon Notes:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, 0 (zero);
  - (B) if a Knock-in Event has occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Cap Percentage 1; or
  - (C) if a Knock-in Event has occurred and the FI Digital Cap Condition is not satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Cap Percentage 2; or
- (ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:
  - (A) if the FI Digital Cap Condition is satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Cap Percentage 1; or
  - (B) if the FI Digital Cap Condition is not satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Cap Percentage 2; or
- (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, 0 (zero); or
  - ~~(A)~~(B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Cap Condition is ~~not~~ satisfied in respect of the relevant FI Interest Valuation Date:  
Digital Cap Percentage 1;
  - ~~(B)~~(C) in all other cases:  
Digital Cap Percentage 2.

(m) Payout Condition 2.1(g) is amended by the deletion of ":" at the end of the first sentence thereof and the substitution of "." therefor;

(n) The following text is deleted from Payout Condition 2.1(g):

"(i) in respect of each Interest Period other than the Target Final Interest Period, the fixed rate specified in or the floating rate calculated as provided in the applicable Final Terms."



(o) Payout Condition 2.3(a) is amended as follows:

(a) **FI FX Vanilla Notes**

If the Notes are specified in the applicable Final Terms as being FI FX Vanilla Notes:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, ~~FI Constant Percentage 10 (zero)~~; or
  - (B) if a Knock-in Event has occurred:  
FI Constant Percentage 1 + (Gearing x Option);
- (ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:  
FI Constant Percentage 1 + (Gearing x Option);
- (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
  - (A) if a Knock-in Event has occurred but a Knock-out Event has not occurred:  
FI Constant Percentage 1 + (Gearing x Option);
  - (B) if (a) a Knock-in Event and a Knock-out Event have occurred or (b) a Knock-out Event has occurred, ~~FI Constant Percentage 10 (zero)~~.

Where:

"Option" means Max (Performance Value, Floor).

(p) Payout Condition 2.3(b) is amended as follows:

(b) **FI Digital Floor Notes**

If the Notes are specified in the applicable Final Terms as being FI Digital Floor Notes:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, ~~0 (zero)~~ FI Constant Percentage 1;
  - (B) if a Knock-in Event has occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
FI Constant Percentage 1 + Digital Floor Percentage 1; or
  - (C) if a Knock-in Event has occurred and the FI Digital Floor Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
FI Constant Percentage 1 + Digital Floor Percentage 2.
- (ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:
  - (A) if the FI Digital Floor Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
FI Constant Percentage 1 + Digital Floor Percentage 1; or
  - (B) if the FI Digital Floor Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
FI Constant Percentage 1 + Digital Floor Percentage 2; or
- (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, ~~0 (zero)~~ FI Constant Percentage 1;  
or
  - (B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Floor Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
FI Constant Percentage 1 + Digital Floor Percentage 1; or
  - (C) in all other cases:  
FI Constant Percentage 1 + Digital Floor Percentage 2.

(q) Payout Condition 2.3(c) is amended as follows:

(c) **FI Digital Cap Notes**

If the Notes are specified in the applicable Final Terms as being FI Digital Cap Notes:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, ~~0 (zero)~~ FI Constant Percentage 1;
  - (B) if a Knock-in Event has occurred and the FI Digital Cap Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
FI Constant Percentage 1 + Digital Cap Percentage 1; or
  - (C) if a Knock-in Event has occurred and the FI Digital Cap Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
FI Constant Percentage 1 + Digital Cap Percentage 2; or
- (ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:
  - (A) if the FI Digital Cap Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
FI Constant Percentage 1 + Digital Cap Percentage 1; or
  - (B) if the FI Digital Cap Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
FI Constant Percentage 1 + Digital Cap Percentage 2; or
- (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, FI Constant Percentage 1 ~~0 (zero)~~; or
  - (B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Cap Condition is ~~not~~ satisfied in respect of the relevant FI Redemption Valuation Date:  
FI Constant Percentage 1 + Digital Cap Percentage 1; or
  - (C) in all other cases:  
FI Constant Percentage 1 + Digital Cap Percentage 2.

(r) Payout Condition 2.3(d) is amended as follows:

(d) **FI Digital Plus Notes**

If the Notes are specified in the applicable Final Terms as being FI Digital Plus Notes:

- (i) if Knock-in Event is specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, ~~0 (zero)~~ FI Constant Percentage 1;  
or
  - (B) if a Knock-in Event has occurred and the FI Digital Plus Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
FI Constant Percentage 1 + Max (Digital Plus Percentage 1, (Gearing x FI Digital Value)); or
  - (C) if a Knock-in Event has occurred and the FI Digital Plus Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
FI Constant Percentage 1 + Digital Plus Percentage 2;
- (ii) if Knock-in Event is not specified as applicable in the applicable Final Terms:
  - (A) if the FI Digital Plus Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
FI Constant Percentage 1 + Max (Digital Plus Percentage 1, (Gearing x FI Digital Value)); or
  - (B) if the FI Digital Plus Condition is not satisfied in respect of the relevant FI Redemption Valuation Date:  
~~(iii) —~~ FI Constant Percentage 1 + Digital Plus Percentage 2;
- ~~(iv)~~ (iii) if Knock-in Event and Knock-out Event are specified as applicable in the applicable Final Terms:
  - (A) if no Knock-in Event has occurred, FI Constant Percentage 1 ~~0 (zero)~~;  
or
  - (B) if a Knock-in Event has occurred but a Knock-out Event has not occurred and the FI Digital Plus Condition is satisfied in respect of the relevant FI Redemption Valuation Date:  
FI Constant Percentage 1 + Max (Digital Plus Percentage 1, (Gearing x FI Digital Value)); or
  - (C) in all other cases:  
FI Constant Percentage 1 + Digital Plus Percentage 2.

(s) In Payout **Condition** 2.6, the definition of "**Current Interest Period**" is deleted and replaced with the following:

"**Current Interest Period**" means the Interest Period in which the relevant Automatic Early Redemption Valuation Date or in the case of the calculation of the FI Target Coupon, the Target Final Interest Period;"

(t) The following new definition is added to Payout Condition 2.6 immediately following the "**Digital Plus Percentage 2**" definition:

"**FI Constant Percentage 1**" means the percentage specified as such in the applicable Final Terms;" and

(u) In Payout Condition 2.6, the definition of "**Underlying Reference Closing Value**" is amended as follows:

**"Underlying Reference Closing Value"** means, in respect of a FI Interest Valuation Date:

- (a) if the relevant Underlying Reference is an Inflation Index, the Relevant Level (as defined in the Inflation Linked Conditions); or
- (b) if the relevant Underlying Reference is a rate of interest, the Underlying Reference Rate,

in each case in respect of such day;

## AMENDMENTS TO ANNEX 3 - ADDITIONAL TERMS AND CONDITIONS FOR SHARE LINKED NOTES

Annex 3 – Additional Terms and Conditions for Share Linked Notes is amended as set out below:

The following new definition is added to Share Linked Condition 7 immediately following the "**Intraday Price**" definition:

"**Italian Securities Reference Price**" means the *Prezzo di Riferimento*, which means, in relation to a Share and a Scheduled Trading Day, the price for such Share published by the Italian Stock Exchange at the close of trading for such day and having the meaning ascribed thereto in the Rules of the Market organised and managed by the Italian Stock Exchange, as such Rules may be amended by the Borsa Italiana S.p.a from time to time."

## AMENDMENTS TO THE DESCRIPTION OF BNPP INDICES

The Description of BNPP Indices is amended as set out below:

- (a) The following new paragraph 17.7 is added after paragraph 17.6 (which was deemed added to the Base Prospectus by virtue of the Second Supplement):

"17.7 BNP Paribas Strategy C51 Index

The objective of the BNP Paribas Strategy C51 Index is to provide broad and UCITS compliant exposure to the commodity market enhanced by optimised investment in futures contracts, determined according to the forward curve of the relevant commodity. The exposure to each commodity is achieved mainly through S&P GSCI Dynamic Roll indices, indices which are themselves invested in future contracts and which use a dynamic roll mechanism, taking into account the shape of the forward curve for the relevant commodity, to reduce the potentially negative effect of rolling futures contracts due to expire on the value of the index. Exposure to Gold and Silver is achieved through the excess return versions of the relevant S&P mono-indices. Exposure to Soybean Oil and Soybean Meal is achieved through the excess return versions of the relevant Dow Jones-UBS mono-indices. The maximum weight of each commodity is set at 20% of the index and the weighting of the index to the petroleum sector (Brent and WTI crude oil, heating oil, unleaded gasoline and gasoil) may not exceed 35%, while the weighting of the index to the soybean sector (soybeans, soybean meal and soybean oil) and wheat sector (wheat, Kansas wheat) may not exceed 20% each. The number of index components may be adjusted on a yearly basis, following any adjustment of the composition of the Dow Jones-UBS Commodity Index.

| Index Name                     | Currency | Cash Kind | Reference Index                 | Index Calculation Agent | Bloomberg Code | " |
|--------------------------------|----------|-----------|---------------------------------|-------------------------|----------------|---|
| BNP Paribas Strategy C51 Index | USD      | Cash Less | Dow Jones – UBS Commodity Index | Standard and Poor’s     | BNPIC51P       |   |

- (b) the seventh row of the table beginning on page 381 of the Base Prospectus is deleted and replaced with the following:

|                                    |     |    |                        |    |      |    |          |
|------------------------------------|-----|----|------------------------|----|------|----|----------|
| BNP Paribas Flexible Fund Stars ER | EUR | ER | Flexible Star Managers | 0% | 150% | 5% | BNPIFLST |
|------------------------------------|-----|----|------------------------|----|------|----|----------|

## RESPONSIBILITY STATEMENT

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

The Statutory Auditors' report on the condensed consolidated financial statements for the six months ended 30 June 2013 of BNPP presented in the Second Update to the 2012 Registration Document is given on pages 154 to 155 of the Second Update to the 2012 Registration Document and contains an emphasis of matter paragraph (*observation*). The Second Update to the 2012 Registration Document is incorporated by reference in the Base Prospectus.

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Represented by

Lars Machenil

Stéphane de Marnhac

In his capacity as Chief Financial Officer

In his capacity as Head of Investor Relations and  
Financial Information

Dated 18 November 2013



In accordance with Articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier* and with the General Regulations (*Règlement général*) of the French *Autorité des marchés financiers* ("AMF"), in particular Articles 211-1 to 216-1, the AMF has granted to this Fourth Supplement the visa n°13-623 on 19 November 2013. This Fourth Supplement has been prepared by BNP Paribas and its signatories assume responsibility for it. This Fourth Supplement and the Base Prospectus may only be used for the purposes of a financial transaction if completed by Final Terms. In accordance with Article L. 621-8-1-I of the French *Code monétaire et financier*, the visa has been granted following an examination by the AMF of "whether the document is complete and comprehensible, and whether the information in it 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 General Regulations, setting out the terms of the securities being issued.