

## ENGLISH LAW GUARANTEE

**THIS GUARANTEE** is made by way of deed on 19 November 2008 by BNP Paribas ("**BNPP**") in favour of the holders for the time being of the Italian Securities (as defined below) (each a "**Holder**").

### WHEREAS:

BNP Paribas Arbitrage Issuance B.V. ("**BNPP B.V.**") and BNPP have established three Italian Certificate Programmes approved by the competent Italian authority, consisting of a base prospectus (a **Base Prospectus**), together with the relevant final terms (the **Final Terms**), and may establish in the future further Italian certificate or covered warrant programmes to be approved by the competent Italian authority (the "**Italian Programmes**") under which, *inter alia*, BNPP B.V. may from time to time issue certificates or covered warrants governed by Italian law (the "**Italian Securities**") of any kind including, but not limited to, Italian Securities relating to a specified index or a basket of indices, a specified share or a basket of shares, a specified currency or basket of currencies, a specified commodity or basket of commodities, or other underlying as provided for in the Italian Programmes from time to time. The Italian Securities shall be publicly offered in Italy, as Home member State, pursuant to the Prospectus Directive (Directive 2003/71/EC of the European Parliament and of the Council), the Legislative Decree 24 February 1998, n. 58 and any subsequent amendment thereof, the implementing *Commissione Nazionale per le Società e la Borsa (CONSOB)* regulation and any securities law and/or regulation applicable from time to time in Italy, on the basis of the Italian Programmes.

If, in connection with the Italian Securities, the Final Terms representing such Italian Securities specify such Italian Securities as guaranteed by BNPP pursuant to this Guarantee, then such Italian Securities shall be guaranteed by BNPP pursuant to this Guarantee.

The Italian Securities may be issued pursuant to (a) an Amended and Restated Agency Agreement (the "**Agency Agreement**", which expression includes the same as it may be amended, supplemented or restated from time to time) dated 30 May 2008 between, *inter alia*, BNPP B.V., BNPP, BNP Paribas Securities Services, Luxembourg Branch and BNP Paribas Securities Services, Milan Branch as agents, BNP Paribas Arbitrage SNC as calculation agent or (b) any other agency or analogous agreement entered into by BNPP and/or BNPP B.V. from time to time.

Terms defined in the Terms and Conditions of the Italian Securities, as amended and/or supplemented by the applicable Final Terms (the "**Conditions**") and/or the Agency Agreement and not otherwise defined in this Deed of Guarantee shall have the same meanings when used in this Guarantee.

**NOW THIS DEED WITNESSES** as follows:

### 1. **Guarantee**

Subject as provided below, BNPP unconditionally and irrevocably guarantees by way of deed poll to each Holder that, if for any reason BNPP B.V. does not pay any sum payable by it or perform any other obligation in respect of any Security on the date specified for such payment or performance BNPP will, in accordance with the Conditions pay that sum in the currency in which such payment is due in immediately available funds or, as the case may be, perform or procure the performance of the relevant obligation on the due date for such performance. In case of the failure of BNPP B.V. to satisfy such obligations as and when the same become due, BNPP hereby undertakes to make or cause to be made such payment or satisfy or cause to be satisfied such obligations as though BNPP were the principal obligor in respect of such obligation after a demand has been made on BNPP pursuant to clause 8 hereof. Any payment of the Guaranteed Cash Settlement Amount in respect of a Security shall constitute a complete discharge of the BNPP's obligations in respect of such Security.

**2. BNPP as Principal Obligor**

As between BNPP and the holder of each Security but without affecting BNPP B.V.'s obligations, BNPP will be liable under this Guarantee as if it were the sole principal obligor and not merely a surety. Accordingly, it will not be discharged, nor will its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal obligor (including (1) any time, indulgence, waiver or consent at any time given to BNPP B.V. or any other person, (2) any amendment to any of the Conditions or to any security or other guarantee or indemnity, (3) the making or absence of any demand on BNPP B.V. or any other person for payment or performance of any other obligation in respect of any Security, (4) the enforcement or absence of enforcement of any Security or of any security or other guarantee or indemnity, (5) the release of any such security, guarantee or indemnity, (6) the dissolution, amalgamation, reconstruction or reorganisation of BNPP B.V. or any other person, or (7) the illegality, invalidity or unenforceability of or any defect in any provision of the Conditions, the Agency Agreement or any of BNPP B.V.'s obligations under any of them).

**3. BNPP's Obligations Continuing**

BNPP's obligations under this Guarantee are and will remain in full force and effect by way of continuing security until no sum remains payable and no other obligation remains to be performed under any Security. Furthermore, those obligations of BNPP are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of any person, whether from BNPP or otherwise. BNPP irrevocably waives all notices and demands of any kind.

**4. Discharge by BNPP B.V.**

If any payment received by, or other obligation discharged to or to the order of, the holder of any Security is, on the subsequent bankruptcy or insolvency of BNPP B.V., avoided under any laws relating to bankruptcy or insolvency, such payment or obligation will not be considered as having discharged or diminished the liability of BNPP and this Guarantee will continue to apply as if such payment or obligation had at all times remained owing due by BNPP B.V.

**5. Indemnity**

As a separate and alternative stipulation, BNPP unconditionally and irrevocably agrees (1) that any sum or obligation which, although expressed to be payable or deliverable under the Italian Securities, is for any reason (whether or not now existing and whether or not now known or becoming known to BNPP B.V., BNPP or any Holder) not recoverable from BNPP on the basis of a guarantee will nevertheless be recoverable from it as if it were the sole principal obligor and will be paid or performed by it in favour of the Holder on demand and (2) as a primary obligation to indemnify each Holder against any loss suffered by it as a result of any sum or obligation expressed to be payable or deliverable under the Italian Securities not being paid or performed by the time, on the date and otherwise in the manner specified in the Italian Securities or any obligation of BNPP B.V. under the Italian Securities being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not known or becoming known to BNPP B.V., BNPP or any Holder), in the case of a payment obligation the amount of that loss being the amount expressed to be payable by BNPP B.V. in respect of the relevant sum, PROVIDED THAT the proviso to Clause 2 of this Guarantee shall apply mutatis mutandis to this Clause 5.

**6. Incorporation of Terms**

BNPP agrees that it shall comply with and be bound by those provisions contained in the Conditions which relate to it.

**7. Deposit of Guarantee**

This Guarantee shall be deposited with and held by BNP Paribas Securities Services, Milan Branch for the benefit of the Holders.

**8. Demand on BNPP**

Any demand hereunder shall be given in writing addressed to BNPP served at its office at Legal and Transaction Management Group, 3 rue Taitbout, 75009 Paris, France. A demand so made shall be deemed to have been duly made five Paris Business Days (as used herein, "Paris Business Day" means a day (other than a Saturday or Sunday) on which banks are open for business in Paris) after the day it was served or if it was served on a day that was not a Paris Business Day or after 5.30 p.m. (Paris time) on any day, the demand shall be deemed to be duly made five Paris Business Days after the Paris Business Day immediately following such day.

**9. Governing law**

This Guarantee shall be governed by and construed in accordance with English law.

**10. Jurisdiction**

This Clause is for the benefit of the Holders only. Subject as provided below, the courts of England shall have exclusive jurisdiction to settle any disputes which may, directly or indirectly, arise out of or in connection with this Guarantee and accordingly BNPP submits to the exclusive jurisdiction of the English courts to hear all suits, actions or proceedings (together hereinafter termed the "Proceedings") relating to any such dispute. BNPP waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. Nothing in this Clause shall limit the rights of the Holders to take any Proceedings against BNNP in any other court of competent jurisdiction and concurrent Proceedings in any number of jurisdictions.

**11. Service of Process**


BNPP agrees that service of process in England may be made on it at its London branch. Nothing in this Guarantee shall affect the right to serve process in any other manner permitted by law.

**12. Contracts (Rights of Third Parties) Act 1999**

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Guarantee, but this does not affect any right or remedy of any person which exists or is available from that Act.

Delivered as a Deed

By BNP PARIBAS )  
acting by )  
acting under the authority )  
of that company )

Yann Gérardin  
  
Rémi FRANK

**IN WITNESS** whereof this Guarantee has been delivered by BNP Paribas as a deed on the date first above-mentioned.

Witness's signature:   
Name: Catherine PACQUEMENT

Address: 1.3 rue TAITBOU 75009 PARIS FRANCE