



Up to U.S.\$30,000,000,000

BNP PARIBAS

(as Issuer)

3(a)2, 144A and Reg. S Notes

3(a)(2) Notes Guaranteed by

BNP PARIBAS, NEW YORK BRANCH

Prospectus Supplement

to the Base Prospectus dated May 13, 2015

This prospectus supplement should be read in conjunction with the base prospectus dated May 13, 2015 (the “Base Prospectus”), prepared in connection with the \$30,000,000,000 U.S. Medium-Term Note Program of BNP Paribas. All capitalized terms not defined herein shall have the meanings given to them in the Base Prospectus.

This prospectus supplement has been prepared for the sole purpose of amending the sections entitled “Summary – Terms of the Notes – Bail-In” and “Description of the Notes—16.—Bail-In Power” of the Base Prospectus.

The section entitled “Summary – Terms of the Notes – Bail-In” on page 8 of the Base Prospectus is replaced as follows:

“Consent to Bail-In:.....By its acquisition of the Notes, each Noteholder acknowledges, accepts, consents and agrees to be bound by the effect of the exercise of the Bail-In Power (as defined in Condition 16 (*Bail-In Power*)) by a Relevant Resolution Authority (as defined in Condition 16 (*Bail-In Power*)).”

The section entitled “Description of the Notes—16.—Bail-In Power” on pages 84 to 86 of the Base Prospectus is replaced as follows:

“ 16. Bail-In Power

The bail-in provisions described below are mandated by the BRRD and its related delegated and implementing acts.

16.1 By its acquisition of the Notes, each Noteholder (which, for the purposes of this clause, includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents and agrees:

- a. to be bound by the effect of the exercise of the Bail-In Power by the Relevant Resolution Authority, which may include and result in any of the following, or some combination thereof:
- i. the reduction of all, or a portion, of the Amounts Due;
 - ii. the conversion of all, or a portion, of the Amounts Due on the Notes into shares, other securities or other obligations of the Issuer or another person, including by means of an amendment, modification or variation of the terms of the Notes, in which case the Noteholder agrees to accept in lieu of rights under the Notes any such shares, other securities or other obligations of the Issuer or another person;
 - iii. the cancellation of the Notes;
 - iv. the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period;
- b. that the terms of the Notes are subject to, and may be varied, if necessary, to give effect to the exercise of the Bail-In Power by the Relevant Resolution Authority.

For these purposes, the “Amounts Due” are the principal amount of or outstanding amount, together with any accrued but unpaid interest, due on the Notes. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of the Bail-In Power by the Relevant Resolution Authority.

For these purposes, a “Bail-In Power” is any write-down, conversion, cancellation or modification power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in France, whether relating to the transposition of the BRRD, the Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (“SRM”) or otherwise arising under French law, and the instruments, rules and standards created thereunder, pursuant to which, in particular, the obligations of a Regulated Entity (or other affiliate of such Regulated Entity) can be reduced (in part or in whole) or modified, or securities of a Regulated Entity (or other affiliate of such Regulated Entity) can be cancelled or converted into shares, other securities, or other obligations of such Regulated Entity or any other person.

A reference to a “Regulated Entity” is to any entity referred to in Article 1(1) of the BRRD, as amended from time to time (as it may be transposed in France), which includes, certain credit institutions, investment firms, and certain of their parent or holding companies established in the EU as well as branches of institutions established outside the EU.

A reference to the “Relevant Resolution Authority” is to the *Autorité de contrôle prudentiel et de résolution* (“ACPR”), the Single Resolution Board (“SRB”) established pursuant to the SRM, and/or any other authority entitled to exercise or participate in the exercise of any Bail-In Power with the authority to exercise any of the French Bail-In Powers from time to time including the Council and the Commission when acting pursuant to Article 18 of the SRM.

The matters set forth in this clause 16.1 shall be exhaustive on the foregoing matters to the exclusion of any other agreements, arrangements or understandings between the Issuer and any holder of a Note.

- 16.2 No repayment or payment of the Amounts Due will become due and payable after the exercise of the Bail-In Power by the Relevant Resolution Authority with respect to the Issuer unless, at the time such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations in effect in France and the EU applicable to the Issuer or other members of its group.

- 16.3 Neither a cancellation of the Notes, a reduction, in part or in full, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Bail-In Power by the Relevant Resolution Authority with respect to the Issuer, nor the exercise of any Bail-In Power by the Relevant Resolution Authority with respect to the Notes will be an event of default or otherwise constitute non-performance of a contractual obligation and the terms and conditions of the Notes shall continue to apply in relation to the residual amount of, or outstanding amount payable in respect of the Notes, subject to any modification of the amount of interest payable to reflect the reduction of the principal amount, and any further modification of the terms that the Relevant Resolution Authority may decide in accordance with applicable laws and regulations relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in France.
- 16.4 Upon the exercise of any Bail-In Power by the Relevant Resolution Authority with respect to the Notes, the Issuer will provide a written notice to the Noteholders in accordance with Condition 12 (*Notices*) as soon as practicable regarding such exercise of the Bail-In Power. The Issuer will also deliver a copy of such notice to the Fiscal and Paying Agent for information purposes, although the Fiscal and Paying Agent shall not be required to send such notice to Noteholders. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the Bail-In Power nor the effects on the Notes described in clause 16.1 of this section.
- 16.5 Upon the exercise of any Bail-In Power by the Relevant Resolution Authority, (a) the Fiscal and Paying Agent shall not be required to take any directions from Noteholders, and (b) the Fiscal and Paying Agency Agreement shall impose no duties upon the Fiscal and Paying Agent whatsoever with respect to the exercise of any Bail-In Power by the Relevant Resolution Authority. Notwithstanding the foregoing, if, following the completion of the exercise of the Bail-In Power by the Relevant Resolution Authority, any Notes remain outstanding (for example, if the exercise of the Bail-In Power results in only a partial write-down of the principal of the Notes), then the Fiscal and Paying Agent's duties under the Fiscal and Paying Agency Agreement shall remain applicable with respect to the Notes following such completion to the extent that the Issuer and the Fiscal and Paying Agent shall agree pursuant to an amendment to the Fiscal and Paying Agency Agreement.
- 16.6 If the Relevant Resolution Authority exercises the Bail-In Power with respect to less than the total outstanding principal amount of the Notes, unless the Fiscal and Paying Agent is otherwise instructed by the Issuer or the Relevant Resolution Authority, any cancellation, write-off or conversion into equity made in respect of the Notes pursuant to the Bail-In Power will be made on a pro-rata basis.
- 16.7 The Bail-In Power with respect to the senior instruments such as those that may be issued pursuant to this base prospectus will apply as from January 1, 2016."

The provisions of this prospectus supplement supersede those of the Base Prospectus in the event and to the extent of any inconsistency.

Prospectus Supplement dated August 7, 2015