

## FINAL TERMS

22 February 2018

**SecurAsset S.A.**

**acting through its Compartment 2017-392**

**Issue of up to EUR 50,000,000 Series SA-392 Notes due April 2028 under the €20,000,000,000 Secured Note, Warrant and Certificate Programme**

### **PART A- CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth under the heading "*Terms and Conditions of the Notes*" in the Base Prospectus dated 26 September 2017 (the "**Base Prospectus**") and any supplements to the Base Prospectus published prior to the Issue Date (as defined below) (the "**Supplement(s)**") which together constitute a base prospectus for the purposes of the Prospectus Directive and the Prospectus Act 2005. This document constitutes the Final Terms of the Notes described herein for the purposes of article 5.4 of the Prospectus Directive and article 8.4 of the Prospectus Act 2005 and must be read in conjunction with the Base Prospectus (which includes the provisions of Annex 1 and Annex 9 in the case of Underlying Interest Rate Linked Notes) and any Supplement(s); provided, however, that to the extent any such supplement (i) is published after the date of these Final Terms and (ii) provides for any change to the Conditions as set out under the heading "*Terms and Conditions of the Notes*" in the Base Prospectus, such change(s) shall have no effect with respect to the Conditions of the Notes to which these Final Terms relate. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus and any Supplement(s). Prior to acquiring an interest in the Notes described herein, prospective investors should read and understand the information provided in the Base Prospectus and any Supplement(s). Copies of the Base Prospectus, any Supplement(s) and these Final Terms are available for inspection from the specified office of the Issuing and Paying Agent. Copies of the Base Prospectus, any Supplements thereto and the Final Terms will be published on the website of Bpost Banque S.A. as distributor of the offer ([www.bpostbanque.be](http://www.bpostbanque.be)). A summary of the Notes (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms.

1. (i) Series Number: SA-392
- (ii) Tranche Number: 1
- (iii) Type of Notes: The provisions of Annex 1 shall apply.
2. Guaranteed Notes: Not applicable.
3. (i) Specified Currency: Euro ("EUR").
- (ii) Settlement Currency: EUR.
4. Aggregate Nominal Amount:
  - (i) Series: An amount not greater than EUR 50,000,000, which will be notified to the Issuer by the Calculation Agent on or around the Trade Date.
  - (ii) Tranche: See paragraph 4(i).
5. Issue Price of Tranche: 100 per cent. of the Aggregate Nominal Amount
6. Minimum Trading Size: Not applicable.
7. (i) Specified Denominations: EUR 100.
- (ii) Calculation Amount: EUR 100.
8. Issue Date and Interest Commencement Date: 13 April 2018.
9. Maturity Date: 13 April 2028.  
  
Business Day Convention for Maturity Date: Following.  
  
Maturity Date Postponement: Not applicable.
10. Form of Notes: Bearer Notes:  
  
Temporary Bearer Global Note exchangeable for a Permanent Bearer Global Note which is exchangeable for Definitive Bearer Notes only upon an Exchange Event.
11. Interest Basis: 0.50 per cent. Fixed Rate in respect of the Interest Period ending in 2019;  
  
0.60 per cent. Fixed Rate in respect of the Interest Period ending in 2020;  
  
0.70 per cent. Fixed Rate in respect of the Interest Period ending in 2021;  
  
0.80 per cent. Fixed Rate in respect of the Interest Period ending in 2022;

0.90 per cent. Fixed Rate in respect of the Interest Period ending in 2023;

1.00 per cent. Fixed Rate in respect of the Interest Period ending in 2024;

1.10 per cent. Fixed Rate in respect of the Interest Period ending in 2025;

1.20 per cent. Fixed Rate in respect of the Interest Period ending in 2026;

1.30 per cent. Fixed Rate in respect of the Interest Period ending in 2027; and

1.40 per cent. Fixed Rate in respect of the Interest Period ending in 2028.

Interest Rate<sub>(i-1)</sub>: Not applicable.

Condition to Interest Payment: Applicable as set out in Condition 5(j).

12. Coupon Switch: Not applicable.

13. Redemption/Payment Basis: Redemption at par.

Payout Switch: Not applicable.

Condition to Final Payout Premium: Not applicable.

Waiver of Set-Off: Not applicable.

Unwind Costs: Not applicable.

Essential Trigger: Applicable.

14. Exchange Rate: Not applicable.

15. Trade Date: 10 April 2018.

16. Strike Date: Not applicable.

17. Strike Day: Not applicable.

18. Strike Period: Not applicable.

19. Strike Price: Not applicable.

20. Averaging: Averaging does not apply to the Notes.

21. Observation Dates: Not applicable.

22. Observation Period: Not applicable.

23. Illegality (Condition 7(u)) and Force Majeure (Condition 7(v)): Illegality: Monetisation Option

Protected Amount: 100 per cent. of the Specified

Denomination.

Force Majeure: ERE Force Majeure/No Unwind Costs

- 24. Additional Disruption Events and Optional Additional Disruption Events:**
- (a) Additional Disruption Events: Not applicable.
- (b) Optional Additional Disruption Events: The following Optional Additional Disruption Events apply to the Notes:
- Jurisdiction Event - Hedging Arrangements: Not applicable.
- Extraordinary External Event
- Significant Alteration Event
- (c) Protected Amount: 100 per cent. of the Specified Denomination.
- Monetisation Option: Applicable.
- 25. Knock-in Event:** Not applicable.
- 26. Knock-out Event:** Not applicable.
- 27. Method of distribution:** Non-syndicated.

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

- 28. Interest:** Applicable.
- (i) Interest Period(s): As set out in Condition 5(a).
- (ii) Interest Period End Date(s): 13 April in each year from, and including, 13 April 2019 to, and including 13 April 2028.
- (iii) Business Day Convention for Interest Period End Date(s): Not applicable.
- (iv) Interest Payment Date(s): 15 April 2019, 14 April 2020, 13 April 2021, 13 April 2022, 13 April 2023, 15 April 2024, 14 April 2025, 13 April 2026, 13 April 2027 and the Maturity Date.
- (v) Specified Period: Not applicable.
- (vi) Business Day Convention for Interest Payment Date(s): Following.
- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): Not applicable.

(viii)	Margin(s):	Not applicable.
(ix)	Minimum Interest Rate :	Not applicable.
(x)	Maximum Interest Rate:	Not applicable.
(xi)	Rate Multiplier:	Not applicable.
(xii)	Day Count Fraction:	30/360 unadjusted.
(xiii)	Determination Dates:	Not applicable.
(xiv)	Accrual to Redemption:	Not applicable.
(xv)	Rate of Interest:	Fixed Rate.
(xvi)	Coupon Rate	<b>SPS Fixed Coupon</b> applicable

where:

"**Rate(i)**" means the Fixed Rate of Interest specified in paragraph 29(i) for the applicable SPS Coupon Valuation Period.

"**SPS Coupon Valuation Period**" means the relevant Interest Period.

- 29. Fixed Rate Provisions:** Applicable – the Notes are Fixed Rate Notes.
- (i) Fixed Rates of Interest:
- 0.50 per cent. per annum in respect of the Interest Period ending in 2019;
  - 0.60 per cent. per annum in respect of the Interest Period ending in 2020;
  - 0.70 per cent. per annum in respect of the Interest Period ending in 2021;
  - 0.80 per cent. per annum in respect of the Interest Period ending in 2022;
  - 0.90 per cent. per annum in respect of the Interest Period ending in 2023;
  - 1.00 per cent. per annum in respect of the Interest Period ending in 2024;
  - 1.10 per cent. per annum in respect of the Interest Period ending in 2025;
  - 1.20 per cent. per annum in respect of the Interest Period ending in 2026;
  - 1.30 per cent. per annum in respect of the Interest Period ending in 2027; and
  - 1.40 per cent. per annum in respect of the Interest Period ending in 2028.
- (ii) Fixed Coupon Amount(s):
- EUR0.50 in respect of the Interest Period ending in 2019;
  - EUR0.60 in respect of the Interest Period ending in 2020;
  - EUR0.70 in respect of the Interest Period ending in 2021;
  - EUR0.80 in respect of the Interest Period ending in 2022;
  - EUR0.90 in respect of the Interest Period ending in 2023;
  - EUR1.00 in respect of the Interest Period ending in 2024;
  - EUR1.10 in respect of the Interest Period ending in 2025;
  - EUR1.20 in respect of the Interest Period ending in 2026;
  - EUR1.30 in respect of the Interest Period ending in 2027; and
  - EUR1.40 in respect of the Interest Period ending in 2028.
- (iii) Broken Amount(s): Not applicable.
- 30. Floating Rate Provisions:** Not applicable.
- 31. FBF Determination:** Not applicable.

32.	Zero Coupon Provisions:	Not applicable.
33.	Index Linked Interest Provisions:	Not applicable.
34.	Share Linked Interest Provisions	Not applicable.
35.	Debt Linked Interest Provisions:	Not applicable.
36.	Inflation Linked Interest Provisions:	Not applicable.
37.	Commodity Linked Interest Provisions:	Not applicable.
38.	Fund Linked Interest Provisions:	Not applicable.
39.	Underlying Interest Rate Linked Interest Provisions:	Not applicable.
40.	ETI Linked Interest Provisions:	Not applicable.
41.	Currency Linked Interest Provisions:	Not applicable.
42.	Additional Business Centre(s):	Not applicable.
43.	Rounding:	As per Condition 5(m).

#### **PROVISIONS RELATING TO REDEMPTION**

44.	Noteholder Put Option:	Not applicable.
45.	Issuer Call Option:	Not applicable.
46.	Final Redemption Amount:	Calculation Amount x 100 per cent.
47.	Final Payout:	Not applicable.
48.	Automatic Early Redemption:	Not applicable.
49.	Index Linked Redemption Amount:	Not applicable
50.	Share Linked Redemption Amount:	Not applicable.
51.	Debt Linked Redemption Amount:	Not applicable.
52.	Inflation Linked Redemption Amount:	Not applicable.
53.	Commodity Linked Redemption Amount:	Not applicable.
54.	Fund Linked Redemption Amount:	Not applicable.
55.	Underlying Interest Rate Linked Redemption Amount:	Not applicable.
56.	Credit Linked Redemption Amount:	Not applicable.

57. ETI Linked Redemption Amount: Not applicable.
58. Currency Linked Redemption Amount: Not applicable.
59. Early Redemption: Applicable.
- (i) Early Redemption Amount: Monetisation Option shall apply.  
Liquidation Proceeds Cap: Not applicable.  
  
Protected Amount: 100 per cent. of the Specified Denomination.
- (ii) Swap Counterparty optional termination - Call option (Condition 7(f) and Condition 8(h)(i)): Not applicable.
- (iii) Swap Counterparty optional termination - Repurchase (Condition 8(h)(ii)): Applicable.
- (iv) Early Redemption Events:
- (a) Asset Payment Default Event: Applicable.
- (b) Asset Default Event: Applicable.
- (c) Asset Redemption Event: Applicable.
- (d) Asset Payment Shortfall Event: Applicable.
- (e) Compartment Tax Event: Applicable.
- (f) Related Agreement Termination Event: Applicable.
- (g) Annex Early Redemption Event: Applicable.
- (h) Compartment Change in Law Event: Applicable.
- (i) Reference Securities Restructuring Event: Applicable.
- (j) Reference Securities Regulatory Event: Applicable.
- (k) Charged Assets Repudiation / Moratorium Event: Not applicable.



(l) Charged Assets Issuer Bankruptcy Event:	Applicable.
(m) Reference Securities Impossibility Event:	Applicable.
(v) Redemption for taxation and other reasons:	
(a) Condition 7(m)(i) (Redemption of Notes for taxation reasons):	Not applicable.
(b) Condition 7(m)(ii) (Illegality):	Not applicable.
(vi) Maturity Date Extension:	Applicable.
	The Extended Maturity Date will be 2 calendar years after the Maturity Date or, if the Early Redemption Date falls prior to the Maturity Date, 2 calendar years after such Early Redemption Date, as the case may be (or, in either case, if such day is not a Business Day, the immediately succeeding Business Day).
	Sale of Assets is applicable.
(vii) Swap Termination Without Redemption:	Applicable.
<b>60.</b> Provisions applicable to Physical Delivery:	Not applicable.
<b>61.</b> Hybrid Notes:	Not applicable.
<b>62.</b> Variation of Settlement:	
(i) Issuer's option to vary settlement:	The Issuer does not have the option to vary settlement in respect of the Notes.
(ii) Variation of Settlement of Physical Delivery Notes:	Not applicable.
(iii) Issuer's option to substitute:	Not applicable.

**COMPARTMENT ASSETS AND SECURITY**

<b>63.</b> Description of Compartment:	Compartment 2017-392.
(i) Legal nature of the Charged Assets:	As set out in Conditions 8(c)(i)(A), 8(c)(i)(B) and 8(c)(i)(C).
	The Related Agreement is the Swap Agreement.
	The Compartment Assets are the Reference Securities specified in paragraph 11 of Part B.

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| (ii)       | Compartment Account:  | Applicable.  |
| (iii)      | Cash Manager:   | Applicable – BNP Paribas Securities Services, Luxembourg Branch. |
| (iv)       | Account Bank:   | Applicable – BNP Paribas Securities Services, Luxembourg Branch. |
| (v)        | Custodian:  | Applicable – BNP Paribas Securities Services, Luxembourg Branch. |
| (vi)       | Sub-Custodian in relation to the Compartment Assets:  | Not applicable.  |
| <b>64.</b> | Compartment Security for the Notes is "Charged Assets charged to Trustee; additional foreign law security":   | Not applicable.  |
| <b>65.</b> | Compartment Assets substitution by Swap Counterparty (pursuant to Condition 8(f)):  | Not applicable.  |
| <b>66.</b> | Compartment Assets substitution under a Credit Support Annex/Credit Support Deed/Pledge: delivery or payment of securities, obligations or cash by (if not Swap Counterparty) (Condition 8(g)): | Not applicable.  |
| <b>67.</b> | The order of priority of payments made by the Issuer to the holders of the class of securities in question:   | Swap Counterparty Priority.                                      |

#### **OTHER PROVISIONS**

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| <b>68.</b> | Issuer Substitution:  | Not applicable.              |
| <b>69.</b> | Financial Centre(s) or other special provisions relating to Payment Days:   | TARGET Settlement Day.       |
| <b>70.</b> | Talons for future Coupons or Receipts to be attached to definitive Notes (and dates on which such Talons mature):         | No.                          |
| <b>71.</b> | Details relating to Notes redeemable in instalments: amount of each instalment, date on which each payment is to be made: | Not applicable.              |
| <b>72.</b> | Redenomination, renominalisation and reconventioning provisions:  | Not applicable.              |
| <b>73.</b> | Calculation Agent:  | BNP Paribas Arbitrage S.N.C. |
|            | Calculation Agent address for the   | 160-162 boulevard Macdonald, |

purpose of the Noteholder Account Information Notice: 75019 Paris, France.

74. Additional U.S. Federal income tax considerations: Not applicable.

#### **DISTRIBUTION**

75. Date of Subscription Agreement: Not applicable.

76. Name and address of Dealer: The Dealer is BNP Paribas Arbitrage S.N.C. of 160-162 boulevard Macdonald, 75019 Paris, France.

77. Total commission and concession: Not applicable.

78. Non exempt Offer: Applicable.

(i) Non-exempt Offer Jurisdiction: Belgium.

(ii) Offer Period: From, and including, 26 February 2018 to, and including, 20 March 2018.

(iii) Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the Conditions in it: The Dealer and Bpost Banque S.A., Rue du Marquis 1/2, 1000 Brussels.

79. Prohibition of Sales to EEA Retail Investors:

(i) Selling Restriction: Not applicable.

(ii) Legend: Not applicable.

Signed on behalf of the Issuer:

By: \_\_\_\_\_ **Damien Nussbaum**  
Duly authorised **Director**

By: \_\_\_\_\_ **Séverine Canova**  
Duly authorised

## PART B – OTHER INFORMATION

### 1. Listing and Admission to trading

- (i) Listing: None.
- (ii) Admission to trading: Not applicable.
- (iii) Estimate of total expenses related to admission to trading: Not applicable.
- (iv) De-listing: Not applicable.

### 2. Ratings

Ratings: The Notes have not been rated.

### 3. Interests of Natural and Legal Persons Involved in the Offer

Save as discussed in "*Risk Factors*" in the Base Prospectus, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.

### 4. Reasons for the Offer, Estimated Net Proceeds and Total Expenses

- (i) Reasons for the offer: The net proceeds of the Notes will be used by the Issuer to enter into and/or make payments under the Swap Agreement to the Swap Counterparty and to purchase the Reference Securities and to pay fees and expenses in connection with the administration of the Issuer and/or the Notes. Further details on the manner in which the net proceeds of the Notes will be applied are set out in paragraph 11 below.
- (ii) Estimated net proceeds: The estimated net proceeds are not available.
- (iii) Estimated total expenses: Not applicable.

### 5. Yield

Indication of yield: Not applicable.

### 6. Historic Interest Rates

Not applicable.

### 7. Operational information

- (i) ISIN Code: XS1616234826
- (ii) Common Code: 161623482
- (iii) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg approved by the Issuer and the Principal Paying Agent and the relevant identification number(s): Not applicable.
- (iv) Delivery: Delivery against payment.

(v) Additional Paying Agent(s) (if any): Not applicable.

**8. Public Offers**

Applicable.

(i) Authorised Offeror: Bpost Banque S.A., Rue du Marquis 1/2, 1000 Brussels.

(ii) Offer Period: From, and including, 26 February 2018 until, and including, 30 March 2018.

(iii) Offer Price: 100 per cent. of the Issue Price (An annual amount of 0.50 per cent. (including taxes) is represented by commissions payable to the Authorised Offeror).

(iv) Conditions to which the offer is subject: The Issuer reserves the right to withdraw the offer of the Notes at any time on or prior to the Issue Date.

For the avoidance of doubt, if any application has been made by a potential investor and the Issuer exercises such right to withdraw the offer of Notes, each such potential investor shall not be entitled to subscribe to or otherwise acquire Notes.

(v) Description of the application process: Applications to subscribe for the Notes can be made in Belgium by contacting Bpost Banque S.A. or one of its agents.

SecurAsset S.A. has been informed by Bpost Banque S.A. that the distribution of the Notes will be carried out in accordance with the Authorised Offeror's usual procedures and subject to applicable laws and regulations. Prospective investors will not be required to enter into any contractual arrangements directly with the Issuer in relation to the subscription for the Notes.

(vi) Details of the minimum and/or maximum amount of application: Minimum subscription amount per investor: EUR 100.  
Maximum subscription amount per investor: EUR 50,000,000.

There are no pre-identified allotment criteria. SecurAsset S.A. has been informed by Bpost Banque S.A. that the Authorised Offeror will adopt allotment criteria that ensure equal treatment of prospective investors. All of the Notes requested through the Authorised Offeror during the Offer Period will be assigned up to the maximum amount of the offer.

If, during the Offer Period, applications to subscribe for Notes exceed the total amount of the offer, the Offer Period will end early and acceptance of further applications will be immediately suspended.

(vii) Description of possibility to reduce subscriptions and Not applicable. If, during the Offer Period, applications to subscribe for the Notes exceed the total amount of the

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| manner for refunding excess amount paid by applicants:   | offer, the Offer Period will end early and acceptance of further applications will be immediately suspended.  |
| (viii) Details of the method and time limits for paying up and delivering the Notes:   | The Notes will be issued on the Issue Date against payment to the Issuer of the net subscription moneys. The Notes will be cleared through the clearing systems and are due to be delivered through the Authorised Offeror on or about the Issue Date. Investors will be notified by the Authorised Offeror of their allocations of Notes and the settlement arrangements in respect thereof. |
| (ix) Manner and date in which results of the offers are to be made public:   | Notice published on the following website ( <a href="http://www.eqdpo.bnpparibas.com/">http://www.eqdpo.bnpparibas.com/</a> ) on or around the Issue Date.  |
| (x) Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:   | Not applicable.   |
| (xi) Categories of potential investors to which the Notes are offered:   | Offers may be made by the Authorised Offeror in Belgium to retail clients, institutional investors and private bank clients.  |
| (xii) Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:  | Each investor will be notified by the Authorised Offeror of its allocation of Notes after the end of the Offer Period. Neither SecurAsset S.A. nor the Dealer is responsible for such notification.<br><br>No dealings in the Notes may take place prior to the Issue Date.   |
| (xiii) Amount of any expenses and taxes specifically charged to the subscriber or purchaser:   | Not applicable.   |
| (xiv) Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity though bid and after rates and a description of the main terms of their commitment: | None.   |

## 9. Placing and Underwriting

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| (i)   | Name and address of the co-ordinator(s) of the global offer and of single parts of the offer:  | Bpost Banque S.A., Rue du Marquis 1/2, 1000 Brussels.  |
| (ii)  | Name and address of any paying agents and depository agents in each country (in addition to the Issuing and Paying Agent):   | Not applicable.  |
| (iii) | Entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under "best efforts" arrangements: | BNP Paribas shall undertake to underwrite no more than EUR 50,000,000 in Aggregate Nominal Amount of Notes.<br><br>The co-ordinator of the offer shall undertake to place no more than EUR 50,000,000 in Aggregate Nominal Amount on a best efforts basis. |
| (iv)  | When the underwriting agreement has been or will be reached:   | 13 April 2018.   |

## 10. Description of Charged Assets

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| (i) | Charged Asset Structure: | Charged Asset Structure 5 is applicable. |
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### 1. General

On the Issue Date, the Issuer will enter into the Swap Agreement with the Swap Counterparty. On the Initial Reference Security Purchase Date, the Issuer will purchase the Reference Securities.

#### *Variable Information:*

- (a) The Initial Reference Security Purchase Date: The third Business Day following the Issue Date.
- (b) Reference Securities: Eligible BNP Paribas Fortis Collateral Securities: Series 983 Notes due 10 April 2028 issued by BNP Paribas Fortis (ISIN: BE6301681761) with an aggregate nominal amount equal to the Aggregate Nominal Amount of the Notes.

### 2. Payments under the Swap Agreement

On the Initial Swap Payment Date, the Swap Counterparty will pay an amount to the Issuer equal to the Initial Swap Payment Amount.

The Issuer's obligation to pay the purchase price of the Reference Securities will be subject to the condition precedent that the Dealer has determined in its absolute discretion that it has received from the



Authorised Offeror an amount equal to the Initial Purchase Payment Amount by no later than the Initial Condition Precedent Time on the Initial Condition Precedent Date. If the Dealer determines that it has not received such amounts, the Swap Counterparty may exercise its option to terminate the Swap Agreement and the Issuer shall repurchase the Securities in accordance with the Repurchase Condition.

Under the Swap Agreement:

- (a) on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date provided that no Early Payment Event or Event of Default has occurred; and
- (b) if an Interim Payment Amount is payable in respect of the Notes, the Swap Counterparty will pay an amount to the Issuer which will be equal to such Interim Payment Amount on or before the date on which such payment is due to be made by the Issuer provided that no Early Payment Event or Event of Default has occurred.

The notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities will be reduced to take account of any purchase and cancellation of Notes by the Issuer so that the notional amount of the Swap Agreement and the aggregate nominal amount of the Reference Securities held by the Issuer at any time will (in each case) be equal to the Aggregate Issue Amount of the Notes left outstanding immediately following any such repurchase in the case of the Swap Agreement and equal to the Collateralisation Notional Amount in the case of the Reference Securities.

Payments under the Swap Agreement will only be made on Swap Business Days.

*Variable Information:*

- (a) Initial Swap Payment Date: the Issue Date.
- (b) Alternative Initial Payment Structure: Applicable.
- (c) Initial Condition Precedent: Applicable.
- (d) Initial Condition Precedent Date: the Issue Date.

- (e) Initial Condition Precedent Time: 12:00 (midday) (Central European Time).
- (f) Swap Flow Reference Security Coupon: Applicable.
- (g) Swap Issuer Interim Payment Date: Reference Security Interest Payment Date.
- (h) Reference Security Interest Payment Date: Each date on which the Reference Security Issuer pays interest in respect of the Reference Securities (being 10 April in each year, from, and including, 10 April 2019 to, and including, 10 April 2028, subject to adjustment for non-business days).
- (i) Interim Payment Amount: Interest Amount.
- (j) Security Final Payment Flow: Applicable.
- (k) Collateralisation Percentage: 100 per cent.
- (l) Swap Business Days: means a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) payment system is open.
- (m) Scheduled Cashflow Obligation: Not applicable.

### 3. **Payments under the Reference Securities**

On the Initial Reference Security Purchase Date, the Issuer will use up to 100 per cent of the net issue proceeds of the Notes to purchase the Reference Securities.

On each interest payment date under the Reference Securities (each a "**Reference Security Interest Payment Date**"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "**Reference Security Coupon Amount**").

Under the Swap Agreement, on each Swap Issuer Interim Payment Date the Issuer will pay an amount (if any) in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount received by the Issuer on the Relevant Reference Security Interest Payment Date to the Swap Counterparty provided that no Early Payment Event or Event of Default has occurred.

On the Scheduled Final Bond Payment Date, the Reference Security Issuer will pay to the Issuer the Scheduled Final Bond Payment which the Issuer will use together with the amount received under the Swap Agreement (if any) on or around such date as

set out in paragraph 2 above to pay the Final Payment Amount in respect of each Note.

*Variable Information:*

(a) Security Flow Reference Security Coupon: Applicable.

(b) Scheduled Final Bond Payment Date: 10 April 2028.

**4. Arrangements upon which payments to investors are dependent**

The Issuer is dependent on receiving payments (if any) when due from the Swap Counterparty pursuant to the Swap Agreement and/or from the Reference Security Issuer under the Reference Securities in the manner described in paragraphs 2 and 3 above in order to pay:

(a) any Interim Payment Amount in respect of each outstanding Note; and/or

(b) the Final Payment Amount on the Final Payment Date in respect of each outstanding Note.

**5. Collection of payments**

Payments made under the Swap Agreement or the Reference Securities to the Issuer will be paid to the relevant Compartment Account (as defined in the Conditions) and the Issuer will use the moneys standing to the credit of the Compartment Account to pay the Final Payment Amount on the Final Payment Date in respect of each outstanding Note.

(ii) Amount of the Charged Assets: See paragraph 11(i)1.(b) above.

(iii) Credit Support Structure: Not applicable.

(iv) Loan to value ratio or level of collateralisation of the Charged Assets: 100 per cent.

(v) Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets: Applicable.

For the purposes of Charged Asset Structure 5:

the counterparty to the Swap Agreement is BNP Paribas (the "**Swap Counterparty**") which is a *société anonyme* incorporated in France and its registered office is at 16 boulevard des Italiens - 75009 Paris. BNP Paribas is a bank which has securities listed on the regulated market of a number of stock exchanges including the Irish Stock Exchange and the Luxembourg Stock Exchange; and

the issuer of the Reference Securities is BNP Paribas Fortis SA/NV (the "**Reference Securities Issuer**").

BNP Paribas Fortis SA/NV is a public company with limited liability (naamloze vennootschap/société anonyme) incorporated under the laws of Belgium registered with enterprise number 0403.199.702 in the register of legal entities of Brussels, licensed to conduct banking operations. BNP Paribas Fortis SA/NV is domiciled in Belgium; its registered office is located at 1000 Brussels, Montagne du Parc 3, Brussels, Belgium, where its headquarters are based (telephone number: +32 2 565 35 10). BNP Paribas Fortis SA/NV has securities listed on the regulated market of the Luxembourg Stock Exchange.

- (vi) Any relationship that is material to the issue between the Issuer, guarantor (if applicable) and obligor under the Charged Assets: Not applicable.
- (vii) Charged Assets comprising obligations that are not admitted to trading on a regulated or equivalent market: Applicable.  
The Reference Securities are Eligible BNP Paribas Fortis Collateral Securities which bear interest at a fixed rate (which is expected to be in the range of between 0.50 per cent. per annum and 1.40 per cent. per annum depending on prevailing market conditions during the Offer Period) and will be denominated in EUR.  
*See paragraph entitled "Where the Charged Assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets" above where the applicable Charged Asset Structure is specified.*
- (viii) Charged Assets comprising equity securities that are admitted to trading on a regulated or equivalent market: Not applicable.
- (ix) Names, addresses and significant business activities of the originators of the Compartment Assets: *As set out in the description of the "Charged Assets comprising obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets" above.*
- (x) Name, address and significant business activities of the Calculation Agent, together with a summary of the Calculation Agent's responsibilities, its relationship with the originator or the creator of the assets forming the Charged Assets: The Calculation Agent is BNP Paribas Arbitrage S.N.C. of 160-162 boulevard Macdonald, 75019 Paris. It is responsible for calculating the Final Redemption Amount, among other things.
- (xi) Names and addresses and brief description of the banks with The bank relating to the Series is BNP Paribas Securities Services, Luxembourg Branch which acts as the Cash

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|---|---|
| which the main accounts relating to the Series are held:  | Manager, Custodian and Account Bank. The address of BNP Paribas Securities Services, Luxembourg Branch is 60, avenue J.F. Kennedy L-1855 Luxembourg. BNP Paribas Securities Services is a leading provider of securities services and investment operations solutions to issuers, financial institutions and institutional investors worldwide. |
| (xii) Information concerning the obligor of the Charged Assets reproduced from a source published by a third party: | Not applicable.   |
| (xiii) Legal jurisdiction by which the Charged Assets are governed:   | English law in respect of the Swap Agreement and as set out in the Base Prospectus in respect of the Reference Securities.  |
| (xiv) Expiry or maturity date(s) of the Charged Assets:   | The maturity date of the Reference Securities is 10 April 2028 and the maturity date of the Swap Agreement is 10 April 2028.  |

## ISSUE SPECIFIC SUMMARY

Summaries are made up of disclosure requirements known as "**Elements**". These Elements are numbered in Sections A – E (A.1 – E.7). This Summary contains all the Elements required to be included in a summary relating to the Notes, which are issued pursuant to the Issuer's EUR20,000,000,000 secured note, warrant and certificate programme (the "**Programme**"). Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in the summary because of a feature of the Notes, it is possible that no relevant information can be given regarding the Element. In this case, a short explanation has been provided to summarise why no relevant information can be given.

### Section A - Introduction and warnings

Element	Title	
A.1	Warning that the summary should be read as an introduction and provision as to claims	<p>This summary should be read as an introduction to the base prospectus relating to the Programme (the "<b>Base Prospectus</b>").</p> <p>Any decision to invest in the securities described herein should be based on consideration of the Base Prospectus as a whole by the investor.</p> <p>Where a claim relating to the information contained in the Base Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.</p> <p>Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus or it does not provide, when read together with the other parts of the Base Prospectus, key information in order to aid investors when considering whether to invest in such securities.</p>
A.2	Consent as to use the Base Prospectus, period of validity and other conditions attached	<p>The Issuer consents to the use of the Base Prospectus in connection with a resale or placement of the Notes (the "<b>Public Offer</b>") subject to the following conditions:</p> <p>(a) the consent is only valid during the period from 26 February 2018 inclusive to 30 March 2018 inclusive (the "<b>Offer Period</b>");</p> <p>(b) the only person authorised to use the Base Prospectus to make the Public Offer is Bpost Banque S.A.; and</p> <p>(c) the consent only extends to the use of the Base Prospectus for the purposes of the Public Offer in Belgium.</p>
		<p><b>AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH SECURITIES TO AN INVESTOR BY SUCH OFFEROR WILL BE MADE IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE OFFEROR WILL PROVIDE SUCH INFORMATION TO THE INVESTOR AT THE TIME OF SUCH OFFER AND THE OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION. NONE OF THE ISSUER OR ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.</b></p>

**Section B - Issuer**

<b>Element</b>	<b>Title</b>																
<b>B.1</b>	Legal and commercial name of the Issuer	The issuer is SecurAsset S.A., and is acting through its Compartment 2017-392 (the " <b>Issuer</b> ").															
<b>B.2</b>	Domicile/ legal form/ legislation/ country of incorporation	The Issuer is a public limited liability company ( <i>société anonyme</i> ) whose activities are subject to the Grand Duchy of Luxembourg (" <b>Luxembourg</b> ") act dated 22 March 2004 on securitisation, as amended (the " <b>Securitisation Act 2004</b> ").  The Issuer was incorporated and is domiciled in the Grand Duchy of Luxembourg.															
<b>B.16</b>	Direct and indirect ownership and control	All the shares in the Issuer are held by Stichting AssetSecur, a foundation duly incorporated under the laws of The Netherlands.															
<b>B.17</b>	Solicited credit ratings	The Notes are unrated.															
<b>B.20</b>	Statement as to whether the Issuer has been established for the purpose of issuing asset backed securities	The Issuer was established as a regulated securitisation undertaking under the Securitisation Act 2004, in order to offer securities in accordance with the provisions of such act. The Issuer has accordingly been established as a special purpose vehicle or entity for the purpose of issuing asset backed securities.															
<b>B.21</b>	Issuer's principal business activities and overview of the parties to the transaction (including direct or indirect ownership)	The purpose and object of the Issuer pursuant to its articles of incorporation is to enter into, perform and serve as a vehicle for, any transactions permitted under the Securitisation Act 2004.  BNP Paribas Arbitrage S.N.C., which acts as arranger in respect of the Programme, calculation agent in respect of the Notes (the " <b>Calculation Agent</b> ") and as dealer in respect of the Notes (the " <b>Dealer</b> "), and BNP Paribas Securities Services, Luxembourg Branch which acts, among other things, as issuing and paying agent (the " <b>Issuing and Paying Agent</b> "), cash manager (the " <b>Cash Manager</b> ") and account bank (the " <b>Account Bank</b> "), are wholly owned subsidiaries of BNP Paribas (" <b>BNPP</b> "). BNP Paribas Trust Corporation UK Limited, which is the trustee in respect of the Notes (the " <b>Trustee</b> "), is a subsidiary of BNP Paribas Securities Services.  BNP Paribas acts as Swap Counterparty.  BNP Paribas Fortis SA/NV acts as the issuer of the Reference Securities purchased by the Issuer in respect of the Notes and is a subsidiary of BNP Paribas.															
<b>B.22</b>	Statement regarding non-commencement of operations and no financial statements	Not applicable as the Issuer has already commenced activities and has published audited financial accounts for the years ended 31 December 2015 and 31 December 2016.															
<b>B.23</b>	Selected historical key financial information of the Issuer	<p><b>Selected financial information</b></p> <table border="1"> <thead> <tr> <th></th> <th><b>31/12/2016</b></th> <th><b>31/12/2015</b></th> </tr> <tr> <th></th> <th><b>EUR</b></th> <th><b>EUR</b></th> </tr> </thead> <tbody> <tr> <td>Result for the financial year</td> <td>33,171.74</td> <td>89,648.93</td> </tr> <tr> <td>Total Assets</td> <td>3,604,448,079.93</td> <td>3,494,217,662.69</td> </tr> <tr> <td>Total Liabilities</td> <td>3,604,448,079.93</td> <td>3,494,217,662.69</td> </tr> </tbody> </table>		<b>31/12/2016</b>	<b>31/12/2015</b>		<b>EUR</b>	<b>EUR</b>	Result for the financial year	33,171.74	89,648.93	Total Assets	3,604,448,079.93	3,494,217,662.69	Total Liabilities	3,604,448,079.93	3,494,217,662.69
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<b>B.24</b>	Description of any material adverse change since the date of the Issuer's last published audited financial statements	Not applicable as there has been no material adverse change in the financial position or prospects of the Issuer since 31 December 2016.															
<b>B.25</b>	Description of the underlying assets	<p>Compartment 2017-392 comprises a pool of "<b>Charged Assets</b>" which will be separate from the pools of Charged Assets relating to any other compartments of SecurAsset S.A. The Charged Assets are the assets on which the Notes are secured and have characteristics that demonstrate capacity to produce funds to service the payments due and payable in respect of the Notes.</p> <p>The Charged Assets comprise:</p> <ul style="list-style-type: none"> <li>(a) an over-the-counter derivative contract documented in a master agreement, as published by the International Swaps and Derivatives Association, Inc. ("<b>ISDA</b>"), between the Issuer and the Swap Counterparty and a confirmation incorporating by reference certain definitions published by ISDA (the "<b>Swap Agreement</b>");</li> <li>(b) the Series 983 Notes due 10 April 2028 (ISIN: BE6301681761) issued by BNP Paribas Fortis SA/NV ("<b>the Reference Security Issuer</b>") with an aggregate nominal amount equal to the aggregate nominal amount of the Notes (the "<b>Reference Securities</b>"). The Reference Securities are senior unsecured unsubordinated debt obligations of the Reference Security Issuer which are denominated in Euros, which pay interest at a fixed rate and which are redeemable at par on final maturity; and</li> <li>(c) funds held from time to time by the Issuing and Paying Agent and the account bank for payments due under the Notes (the "<b>Cash Assets</b>").</li> </ul> <p>BNP Paribas Fortis SA/NV, which is the Reference Security Issuer, is a public company with limited liability (<i>naamloze vennootschap/société anonyme</i>) incorporated under the laws of Belgium registered with enterprise number 0403.199.702 in the register of legal entities of Brussels, licensed to conduct banking operations. BNP Paribas Fortis SA/NV is domiciled in Belgium; its registered office is located at 1000 Montagne du Parc 3, Brussels (Belgium).</p> <p>The swap counterparty is BNP Paribas (the "<b>Swap Counterparty</b>").</p> <p>BNP Paribas is a French law société anonyme incorporated in France and licensed as a bank. BNP Paribas is domiciled in France with its registered address at 16 boulevard des Italiens - 75009 Paris (France).</p>															



		<p>See Element B.29 for further detail in relation to the expected cash flows under the Swap Agreement and the Reference Securities.</p> <p>The Charged Assets are available exclusively to satisfy the claims of the "<b>Secured Parties</b>" (being each of the Trustee, any receiver, the Noteholders, the Swap Counterparty, the "<b>Agents</b>" (being the Issuing and Paying Agent, the Calculation Agent and the Cash Manager)).</p> <p>The Charged Assets will not comprise real property and no reports on the value of any Charged Assets will be prepared by the Issuer or provided to investors.</p>
<b>B.26</b>	Parameters within which investments in respect of an actively managed pool of assets backing the issue	Not applicable as the Charged Assets are not intended to be traded or otherwise actively managed by the Issuer.
<b>B.27</b>	Statement regarding fungible issues	Not applicable as the Issuer will not issue further securities that are fungible with the Notes.
<b>B.28</b>	Description of the structure of the transactions	<p>The Notes will be constituted by the relevant issue deed in respect of the Notes which incorporates the master trust terms agreed between the Issuer and the Trustee (the "<b>Trust Deed</b>").</p> <p>On or before the Issue Date, the Issuer will enter into the Swap Agreement and on or around the Issue Date, the Issuer will acquire the Reference Securities. The proceeds of the issue of the Notes will be used by the Issuer to acquire the Reference Securities.</p> <p>Pursuant to the Swap Agreement, the Issuer will hedge its obligations with respect to payment of interest on the Notes.</p>
<b>B.29</b>	Description of cashflows and information on the Hedging Counterparty	<p><b>Swap Agreement</b></p> <p>Under the Swap Agreement, the Swap Counterparty will pay on the Issue Date an amount (the "<b>Initial Swap Payment Amount</b>") to the Issuer in respect of fees and expenses payable in connection with the administration of the Issuer and the Notes and the amount by which the purchase price of the Reference Securities is greater than the net issue proceeds of the Notes.</p> <p>On each Reference Security Interest Payment Date, the Issuer will pay an amount in the currency in which the Reference Securities are denominated equal to the Reference Security Coupon Amount (as defined below) received by the Issuer on the relevant Reference Security Interest Payment Date (as defined below) to the Swap Counterparty, provided that no Early Payment Event or Event of Default has occurred.</p> <p>The Swap Counterparty will pay an amount to the Issuer which will be equal to the aggregate interest amount due to be paid on the Notes (then outstanding) in respect of an Interest Payment Date (each, an "<b>Interim Payment Amount</b>") on or before the date on which such payment is due to be made by the Issuer provided that no Early Redemption Event or Event of Default has occurred.</p> <p><b>Reference Securities</b></p> <p>On or around the third business day following the date on which the Notes are issued (the "<b>Initial Reference Security Purchase Date</b>"), the Issuer will use</p>

		<p>up to 100 per cent of the net issue proceeds of the Notes together with all or part of the Initial Swap Payment Amount to purchase the Reference Securities.</p> <p>On or around each interest payment date under the Reference Securities (each a "<b>Reference Security Interest Payment Date</b>"), the Reference Security Issuer will pay an amount of interest to the Issuer in respect of the principal amount of the Reference Securities held by the Issuer at such time (each such amount, a "<b>Reference Security Coupon Amount</b>").</p> <p>On the maturity date of the Reference Securities (which is expected to be 10 April 2028), the Reference Security Issuer will pay to the Issuer an amount equal to the aggregate nominal amount of Reference Securities then held by the Issuer (the "<b>Scheduled Final Bond Payment</b>") which the Issuer will use to pay the Final Payment Amount in respect of each Note.</p>
<b>B.30</b>	Name and a description of the originators of securitised assets	<p>BNP Paribas is the counterparty to the Swap Agreement.</p> <p>BNP Paribas Fortis SA/NV is the issuer of the Reference Securities.</p> <p>Please also see Element B.25 above.</p>

### Section C – Securities

<b>Element</b>	<b>Title</b>	
<b>C.1</b>	Type and class of Securities/ ISIN	<p>The Notes are fixed rate asset backed securities.</p> <p>The ISIN of the Notes is: XS1616234826 The Common Code of the Notes is: 161623482</p>
<b>C.2</b>	Currency	The currency of the Notes is Euro (" <b>EUR</b> ").
<b>C.5</b>	Restrictions on free transferability	<p>The Notes are issued in reliance on Regulation S of the United States Securities Act of 1933 (as amended) and may not be offered, sold, resold, traded, pledged, redeemed, transferred, delivered or exercised, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. person.</p> <p>Restrictions on free transferability may arise as a result of applicable local law.</p>
<b>C.8</b>	Rights attaching to the Securities, the ranking thereof and limitations thereto	<p><b><i>Rights attaching to the Notes and the ranking thereof</i></b> Please see Element C.9 below with respect to payments due on redemption of the Notes and in respect of interest.</p> <p><b><i>Events of Default</i></b> The Trustee at its discretion may, and if so requested in writing by the holders of at least 25 per cent. in principal amount of the Notes then outstanding, or if so directed by an extraordinary resolution of such holders (being a resolution passed at a meeting duly convened and held by a majority of at least 75 per cent. of the votes cast), shall, (subject in each case to being indemnified and/or secured to its satisfaction) give notice to the Issuer that such Notes are, and they shall accordingly forthwith become, immediately due and repayable (a "<b>Note Acceleration</b>") upon the occurrence of any of the following events (each an "Event of Default"):</p> <p>(i) a default is made for a period of 30 days or more in the payment of any sum due in respect of the Notes; or</p> <p>(ii) the Issuer fails to perform or observe any of its other obligations under the Notes or the Trust Deed (subject to a 45 day grace period where such failure is (in the opinion of the Trustee) remediable); or</p>

Element	Title	
		<p>(iii) any order is made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer (including, without limitation, the opening of any bankruptcy (<i>faillite</i>), insolvency, voluntary or judicial liquidation (<i>insolvabilité, liquidation volontaire ou judiciaire</i>), composition arrangements with creditors (<i>concordat préventif de faillite</i>), reprieve from payment (<i>sursis de paiement</i>), controlled management (<i>gestion contrôlée</i>), fraudulent conveyance (<i>actio pauliana</i>), general settlement with creditors or reorganisation proceedings or similar proceedings affecting the rights of creditors generally) or the appointment of a receiver of the Issuer (including, without limitation, the appointment of any receiver (<i>curateur</i>), liquidator (<i>liquidateur</i>), auditor (<i>commissaire</i>), verifier (<i>expert-verifyicateur</i>), deputy judge (<i>juge délégué</i>) or reporting judge (<i>juge commissaire</i>)) save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by the Trustee or by an extraordinary resolution of the Noteholders.</p> <p><b>Early Redemption</b></p> <p>In the event that the Calculation Agent determines that one or more (as applicable) of the following events (each, an "<b>Early Redemption Event</b>") has occurred, the Issuer shall give notice (which notice shall be irrevocable) to the Trustee and the Noteholders prior to the specified date of redemption that it intends to redeem the Notes and, upon the expiry of such notice, the Issuer shall redeem all, but not some only, of the Notes at their early redemption amount together, if appropriate, with accrued interest to (but excluding) the date of redemption specified in the relevant notice (the "<b>Early Redemption Date</b>") (provided that redemption in full of the Notes will be postponed until two calendar years after the Maturity Date (the "<b>Extended Maturity Date</b>")) whereupon Noteholders will be entitled to the proceeds of liquidation of the Charged Assets without deduction of any costs save unavoidable costs incurred in the early redemption where the relevant early redemption event relates to a force majeure event and/or will, at the option of the relevant Noteholders, receive a monetisation amount on maturity calculated by reference to the present value of the Charged Assets at the time of the relevant Early Payment Event.</p> <p>(i) An "<b>Asset Payment Default Event</b>" will occur if there is a payment default in respect of any of the Charged Assets (other than the Swap Agreement).</p> <p>(ii) An "<b>Asset Default Event</b>" will occur if the issuer or primary obligor in respect of any of the Charged Assets (each, a "<b>Charged Assets Issuer</b>") or any guarantor of the Charged Assets Issuer's obligations in respect of any Charged Assets fails to perform or observe any of its obligations under the relevant Charged Assets and the failure continues after the expiration of any applicable grace period or the occurrence of any event (including, but not limited to, default, event of default, or other similar condition or event (howsoever described)) that results in the Charged Assets becoming capable of being declared due and payable before they would otherwise have been due and payable.</p> <p>(iii) An "<b>Asset Redemption Event</b>" will occur if any of the Charged Assets (other than the Swap Agreement) is, for any reason, redeemed or otherwise terminated prior to its scheduled redemption or termination date.</p> <p>(iv) An "<b>Asset Payment Shortfall Event</b>" will occur if there is a payment default in respect of any of the Charged Assets (other than the Swap</p>

Element	Title	
		<p>Agreement) or the aggregate amount received by the Issuer in respect of the Charged Assets on the Scheduled Final Bond Payment Date is less than the aggregate of the Final Redemption Amount payable in respect of the Notes.</p> <p>(v) A "<b>Compartment Tax Event</b>" will occur if, on or after 10 April 2018 (the "<b>Trade Date</b>"), (A) due to the adoption of any change in any applicable law or regulation (including, without limitation, any tax law) or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority or brought in a court of competent jurisdiction), either (1) any amount is required to be deducted or withheld for or on account of any tax, levy, impost, duty, charge, assessment or fee of any nature imposed by any government or other taxing authority in respect of any payment to be received by the Issuer under one or more Charged Assets or (2) the Issuer becomes obliged to pay any amount for or on account of any tax, levy, impost, duty, charge, assessment or fee of any nature imposed by any government or other taxing authority in respect of (I) any payment received by the Issuer under one or more Charged Asset or (II) holding, acquiring or disposing of any Charged Asset.</p> <p>(vi) A "<b>Related Agreement Termination Event</b>" will occur if the Swap Agreement entered into in respect of the Notes is terminated early, other than where the Issuer is the Defaulting Party (as defined in the relevant Swap Agreement) thereunder and the relevant event of default relates to the insolvency of the Issuer or is an event of default under the Notes, or due to the purchase by the Issuer of all the outstanding Notes or where the Swap Counterparty is the Defaulting Party.</p> <p>(vii) An "<b>Annex Early Redemption Event</b>" will occur where the Calculation Agent notifies the Issuer that, in accordance with the Terms and Conditions, an event has occurred in respect of which the Calculation Agent in good faith and in a commercially reasonable manner determines it is not possible to make an adjustment in respect of such event and that the Notes should be redeemed early.</p> <p>(viii) A "<b>Compartment Change in Law Event</b>" will occur if, on or after the Trade Date, (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any law or regulation in respect of tax, solvency or capital requirements), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing or financial authority), or the combined effect thereof if occurring more than once, the Issuer or the Calculation Agent determines in good faith and in a commercially reasonable manner that it has become illegal for (1) the Issuer to perform its obligations in respect of any Notes or the Swap Counterparty to perform its obligations in respect of the Swap Agreement, (2) for the Issuer to hold, acquire or dispose of relevant hedge positions relating to the Notes or for the Swap Counterparty to hold, acquire or dispose of relevant hedge positions relating to the Swap Agreement save where such an event in (A) or (B) would constitute an "<b>Additional Disruption Event</b>" or an "<b>Optional Additional Disruption Event</b>" in accordance with the Terms and Conditions, or (3) for the Issuer to hold, acquire or dispose of any Charged Assets.</p>

Element	Title	
		<p>(ix) A "<b>Reference Securities Restructuring Event</b>" will occur if the Calculation Agent deems that, on or after the Trade Date, any of the following has occurred in respect of the Reference Securities (as defined in Element B.30 above):</p> <p>(a) Any event (by way of change to the actual terms and conditions applicable to the Reference Securities or by way of exchange of the Reference Securities with another asset) which would cause (1) a reduction in the amount of interest payable or the amount of scheduled interest accruals, (2) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates, (3) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium, (4) a change in the ranking in priority of payment of any obligation of the issuer of the Reference Securities, causing the subordination of the Reference Securities to any other obligation or any change in the currency or composition of any payment of interest or principal under the Reference Securities; or</p> <p>(b) any expropriation, transfer or other event which mandatorily changes the beneficial holder of the Reference Securities, or a cancellation, conversion or compulsory exchange of the Reference Securities, or any event which has analogous effect to any event specified above.</p> <p>(x) (a) any event occurring as a result of action taken or announcement made by a governmental authority pursuant to, or by means of, a restructuring and resolution law or regulation or any other similar law or regulation, in any case, irrespective of whether such event is expressly provided for under the terms of the Charged Assets which would cause (1) a reduction in the amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination), (2) a reduction in the amount of principal or premium payable at maturity or at scheduled redemption dates (including by way of redenomination), (3) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest or (B) the payment of principal or premium, (4) a change in the ranking in priority of payment of any obligation of the issuer of the Reference Securities, causing the subordination of the Reference Securities to any other obligation, or (5) any change in the currency or composition of any payment of interest or principal under the Reference Securities; or</p> <p>(b) any expropriation, transfer or other event which mandatorily changes the beneficial holder of the Reference Securities, or a mandatory cancellation, conversion or exchange; or (c) any event which has an analogous effect to any of the events specified in (a) and (b) (a "<b>Reference Securities Regulatory Event</b>").</p> <p>(xi) the issuer, or primary obligor, or guarantor in respect of any of the Charged Assets: (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective; (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition:</p>

Element	Title	
		<p>(1) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or (2) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof; (e) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in sub-paragraphs (a) to (g) (inclusive) above (a "<b>Charged Assets Issuer Bankruptcy Event</b>").</p> <p>(xii) A "<b>Reference Securities Impossibility Event</b>" will occur if the Calculation Agent determines the Issuer is unable (due to reasons outside its control) to purchase the Reference Securities on the applicable Initial Reference Security Purchase Date, and such inability continues for a period of three (3) Business Days (or such longer period as may be determined by the Calculation Agent) after the applicable Initial Reference Security Purchase Date.</p> <p><b>Meetings</b> The terms 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.</p> <p>Upon the enforcement of the security for the Notes, the moneys available for distribution in relation to the Notes will be applied to meet any payments due, first to the Trustee, secondly any payments due in respect of any Agents' fees, costs, charges and liabilities incurred pursuant to the agency agreement relating to the Notes, thirdly to the Swap Counterparty and fourthly the Noteholders.</p> <p>The Notes are secured, unsubordinated, limited recourse obligations of the Issuer, ranking <i>pari passu</i> without any preference among themselves.</p> <p><b>Limitation of rights</b> The Notes will become void unless presented for payment within a period of 10 years (in the case of principal) or five years (in the case of interest) after the relevant date for payment.</p>
C.9	Interest/Redemption and representative of the Noteholders	<p>See Element C.8.</p> <p><b>Interest</b></p> <p>The Notes bear interest from their date of issue at the fixed rate of:</p> <p>(a) 0.50 per cent. per annum in respect of the Interest Payment Date scheduled to fall in 2019;</p> <p>(b) 0.60 per cent. per annum in respect of the Interest Payment Date scheduled to fall in 2020;</p>

Element	Title	
		<p>(c) 0.70 per cent. per annum in respect of the Interest Payment Date scheduled to fall in 2021;</p> <p>(d) 0.80 per cent. per annum in respect of the Interest Payment Date scheduled to fall in 2022;</p> <p>(e) 0.90 per cent. per annum in respect of the Interest Payment Date scheduled to fall in 2023;</p> <p>(f) 1.00 per cent. per annum in respect of the Interest Payment Date scheduled to fall in 2024;</p> <p>(g) 1.10 per cent. per annum in respect of the Interest Payment Date scheduled to fall in 2025;</p> <p>(h) 1.20 per cent. per annum in respect of the Interest Payment Date scheduled to fall in 2026;</p> <p>(i) 1.30 per cent. per annum in respect of the Interest Payment Date scheduled to fall in 2027; and</p> <p>(j) 1.40 per cent. per annum in respect of the Interest Payment Date scheduled to fall in 2028.</p> <p>Interest amounts will be paid annually in arrear on the "<b>Interest Payment Dates</b>" (which are subject to adjustment for non-business days):</p> <p>(a) 15 April 2019;</p> <p>(b) 14 April 2020;</p> <p>(c) 13 April 2021;</p> <p>(d) 13 April 2022;</p> <p>(e) 13 April 2023;</p> <p>(f) 15 April 2024;</p> <p>(g) 14 April 2025;</p> <p>(h) 13 April 2026;</p> <p>(i) 13 April 2027; and</p> <p>(j) 13 April 2028.</p> <p>The first interest payment will be made on 15 April 2019.</p> <p><b>Redemption</b> Unless previously redeemed or cancelled, each Note will be redeemed on 9 March 2028 (the "<b>Maturity Date</b>") at par.</p> <p><b>Representative of holders of Securities</b></p> <p>The Trustee holds the benefit of a covenant to pay made by the Issuer in respect of the Notes pursuant to the Trust Deed on trust for the Noteholders.</p>

Element	Title	
		The Charged Assets will be secured in favour of the Trustee for the benefit of, among others, the Noteholders.
<b>C.10</b>	Derivative component in the interest payment	Not applicable
<b>C.11</b>	Admission to trading on a regulated market	Not applicable as the Notes are not intended to be admitted to trading, and application has not been made to have the Notes admitted to trading, on any regulated market.
<b>C.12</b>	Denomination	The denomination is EUR 100.

### Section D - Risks

Element	Title	
<b>D.2</b>	Key risks regarding the Issuer	<p>There are certain factors that may affect the Issuer's ability to fulfil its obligations in respect of the Notes. These include that the Issuer's sole business is to enter into, perform and serve as a vehicle for any transactions permitted under the Securitisation Act 2004. The Issuer is not expected to have any assets that are available to Noteholders other than the Charged Assets and Noteholders will have no recourse to any other assets in respect of the Issuer's obligations in respect of the Notes. The ability of the Issuer to meet its obligations under the Notes will depend on the receipt by it of payments under the Swap Agreement and the Reference Securities. Consequently, the Issuer will be exposed to the ability of BNP Paribas in respect of the Swap Agreement and BNP Paribas Fortis SA/NV in respect of the Reference Securities to perform its obligations thereunder and to its general creditworthiness. BNP Paribas will not provide credit support for its obligations under the Swap Agreement. The Issuer will be the sole party liable in respect of the Notes. In the event of insolvency proceedings in relation to the Issuer, Noteholders will bear the risk of delay in settlement of their claims they may have against the Issuer in respect of the Notes or receiving, in respect of their claims, the residual amount following realisation of the Issuer's assets after preferred creditors have been paid.</p> <p>In addition to the foregoing, the Issuer has identified in the Base Prospectus a number of other factors which could materially adversely affect its business and ability to make payments due in respect of the Notes. These factors include risks relating to the limited recourse of the Noteholders to the assets of the Issuer relating to Compartment 2017-392; insolvency of the Issuer and the consequences thereof; and The Dodd-Frank Wall Street Reform and Consumer Protection Act [H.R. 4173] of 2010.</p>
<b>D.3</b>	Key risks regarding the Securities	<p>There are certain factors which are material for the purposes of assessing the market risks associated with the Notes, including that the trading price of the Notes is affected by a number of factors including, but not limited to, the performance of the Underlying Reference, time to redemption and volatility and such factors mean that the trading price of the Notes may be below the Final Redemption Amount, exposure to the Underlying Reference will be achieved by the Issuer entering into hedging arrangements and potential investors are exposed to the performance of these hedging arrangements and events that may affect the hedging arrangements and consequently the occurrence of any of these events may affect the value of the Notes, the occurrence of an optional additional disruption event may lead to an adjustment to the Notes, early redemption of the Notes or may result in the amount payable on scheduled redemption being different from the amount expected to be paid at scheduled redemption and consequently the occurrence</p>



Element	Title	
		<p>of an optional additional disruption event may have an adverse effect on the value or liquidity of the Notes, expenses and taxation may be payable in respect of the Notes, the provisions relating to meetings of Noteholders permit defined majorities to bind all Noteholders, any judicial decision or change to an administrative practice or change to English law and/or Belgian law after the date of the Base Prospectus could materially adversely impact the value of any Notes affected by it, certain conflicts of interest may arise (see Element E.4 below), the only means through which a Noteholder can realise value from the Notes prior to their Maturity Date is to sell them at their then market price in an available secondary market and that there may be no secondary market for the Notes (which could mean that an investor has to wait until redemption of the Notes to realise a greater value than their trading value).</p> <p>In addition, in relation to any Note, only the Trustee may take action (including enforcement action) against the Issuer, and is not obliged to take any such action without first being indemnified and/or secured to its satisfaction.</p>

**Section E – Offer**

Element	Title					
<b>E.2b</b>	Reasons for the offer and use of proceeds	The net proceeds of the Notes will be used by the Issuer to enter into and/or make payments under the Swap Agreement and/or acquire the Reference Securities and/or to pay fees and expenses in connection with the administration of the Issuer and/or the Notes.				
<b>E.3</b>	Terms and conditions of the offer	<p>Applications to subscribe for the Notes can be made in Belgium by contacting Bpost Banque S.A. or one of its agents.</p> <p>SecurAsset S.A. has been informed by Bpost Banque S.A. (as the "<b>Authorised Offeror</b>") that the distribution of the Notes will be carried out in accordance with the Authorised Offeror's usual procedures and subject to applicable laws and regulations.</p> <p>Prospective investors will not be required to enter into any contractual arrangements directly with the Issuer in relation to the subscription for the Notes.</p> <p>There are no pre-identified allotment criteria. SecurAsset S.A. has been informed that the Authorised Offeror will adopt allotment criteria that ensure equal treatment of prospective investors. All of the Notes requested through the Authorised Offeror during the Offer Period will be assigned up to the maximum amount of the offer.</p> <p>Offers may be made by the Authorised Offeror in Belgium to retail clients, institutional investors and private bank clients.</p> <p>Each investor will be notified by the Authorised Offeror of its allocation of Notes after the end of the Offer Period. Neither SecurAsset S.A. nor the Dealer is responsible for such notification.</p> <table border="1" data-bbox="552 1809 1415 2031"> <tr> <td data-bbox="552 1809 986 1899">Offer Period:</td> <td data-bbox="986 1809 1415 1899">From, and including, 26 February 2018 to, and including, 30 March 2018.</td> </tr> <tr> <td data-bbox="552 1899 986 2031">Offer Price (per Note):</td> <td data-bbox="986 1899 1415 2031">An amount equal to 100 per cent. of the denomination per Note (An annual amount of 0.50 per cent. (including taxes) is</td> </tr> </table>	Offer Period:	From, and including, 26 February 2018 to, and including, 30 March 2018.	Offer Price (per Note):	An amount equal to 100 per cent. of the denomination per Note (An annual amount of 0.50 per cent. (including taxes) is
Offer Period:	From, and including, 26 February 2018 to, and including, 30 March 2018.					
Offer Price (per Note):	An amount equal to 100 per cent. of the denomination per Note (An annual amount of 0.50 per cent. (including taxes) is					

Element	Title	
		<p>represented by commissions payable to the Authorised Offeror).</p> <p>Conditions to which the offer is subject:</p> <p>The Issuer reserves the right to withdraw the offer of the Notes at any time on or prior to the Issue Date.</p> <p>For the avoidance of doubt, if any application has been made by a potential investor and the Issuer exercises such right to withdraw the offer of Notes, each such potential investor shall not be entitled to subscribe to or otherwise acquire Notes.</p> <p>Details of the minimum and/or maximum amount of application:</p> <p>Minimum subscription amount per investor: EUR 100. Maximum subscription amount per investor: EUR 50,000,000.</p> <p>Description of possibility to reduce subscriptions and manner for refunding excess amount paid by the applicants:</p> <p>Not applicable.</p> <p>Details of the method and time limits for paying up and delivering the Certificates:</p> <p>The Notes will be cleared through Euroclear and Clearstream, Luxembourg (the "<b>Clearing Systems</b>") and are due to be delivered through the Authorised Offeror on or about the Issue Date. Each investor will be notified by the Authorised Offeror of the settlement arrangements in respect of the Notes at the time of such investor's application.</p> <p>Neither SecurAsset S.A. nor the Dealer is responsible for such notifications.</p>
<b>E.4</b>	Interest of natural and legal persons involved in the issue/offer	So far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer, including conflicting interests.
<b>E.7</b>	Expenses charged to the investor by the Issuer or an offeror	Not applicable as no expenses are being charged to an investor by the Issuer.