

First Supplement
to the Debt Issuance Program Prospectus
Dated September 11, 2017

Dated October 30, 2017



BASF SE
BASF Finance Europe N.V.

Euro 20,000,000,000
Debt Issuance Program
(the "Program")

First supplement dated October 30, 2017 to the two base prospectuses of BASF SE and BASF Finance Europe N.V. in respect of the Program dated September 11, 2017 (together the "**Prospectus**") pursuant to Art. 16 (1) of Directive 2003/71/EC of the European Parliament and of the Council of November 4, 2003, as amended (the "**Prospectus Directive**") and Art. 13 (1) of the Luxembourg act relating to prospectuses for securities (*Loi relative aux prospectus pour valeurs mobilières*; hereinafter the "**Luxembourg Prospectus Act**") (the "**First Supplement**").

This First Supplement is supplemental to, and should only be distributed in connection with and only be read in conjunction with the Prospectus, pertaining to the Program. Therefore, with respect to future issues under the Program, references in the Final Terms to the Prospectus are to be read as references to the Prospectus as supplemented by this First Supplement.

Each Issuer has requested the *Commission de Surveillance du Secteur Financier of the Grand Duchy of Luxembourg* (the "**CSSF**") in its capacity as competent authority under the Luxembourg Prospectus Act to provide the competent authorities in the United Kingdom of Great Britain and Northern Ireland, the Republic of Ireland, the Republic of Austria, the Federal Republic of Germany and The Netherlands with a certificate of approval attesting that this First Supplement has been drawn up in accordance with the Luxembourg Prospectus Act (the "**Notification**"). Each Issuer may request the CSSF to provide competent authorities in additional host Member States within the European Economic Area with a Notification.

This First Supplement as well as the Prospectus (including the documents incorporated by reference) will be published in electronic form on the website of the Luxembourg Stock Exchange (www.bourse.lu) and on the website of BASF Group (www.basf.com).

I. GENERAL INFORMATION

BASF SE ("**BASF**" or the "**Guarantor**", together with its consolidated group companies, the "**BASF Group**") with its registered office in Ludwigshafen am Rhein, Germany and BASF Finance Europe N.V. ("**BASF Finance**") with its registered office in Arnhem, The Netherlands (herein each also called an "**Issuer**" and together the "**Issuers**") are solely responsible for the information given in this First Supplement.

Each Issuer hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this First Supplement for which they are responsible is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.

Terms defined or otherwise attributed meanings in the Prospectus shall have the same meaning in this First Supplement.

To the extent that there is any inconsistency between any statement in this First Supplement and any other statement in or incorporated by reference into the Prospectus prior to the date of this First Supplement, the statements in this First Supplement will prevail.

Save as disclosed in this First Supplement, there has been no other significant new factor, material mistake or material inaccuracy relating to information included in the Prospectus which is capable of affecting the assessment of Notes issued under the Program since the publication of the Prospectus.

Each Issuer has confirmed to the Dealers that the Prospectus as supplemented by this First Supplement contains all information with regard to the Issuers and the Notes which is material in the context of the Program and the issue and offering of Notes thereunder, the information contained therein with respect to the Issuers and the Notes is accurate in all material respects and is not misleading, the opinions and intentions expressed therein with respect to the Issuers and the Notes are honestly held, there are no other facts with respect to the Issuers or the Notes the omission of which would make the Prospectus as supplemented by this First Supplement misleading in any material respect, and that all reasonable enquiries have been made to ascertain all facts and to verify the accuracy of all statements contained therein.

No person has been authorized to give any information which is not contained in or not consistent with the Prospectus as supplemented by this First Supplement or any other document entered into in relation to the Program or any information supplied by any Issuer or such other information as in the public domain and, if given or made, such information must not be relied upon as having been authorized by the Issuers, the Dealers or any of them.

To the extent permitted by the laws of any relevant jurisdiction, neither the Arranger nor any Dealer nor any other person mentioned in the Prospectus as supplemented by this First Supplement, excluding the Issuers, is responsible for the information contained in the Prospectus as supplemented by this First Supplement or completed by any Final Terms or any other document incorporated therein by reference, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents.

In accordance with Article 13 (2) of the Luxembourg Prospectus Act, where the Prospectus relates to an offer to the public, investors who have – prior to the publication of this First Supplement – already agreed to purchase or subscribe for Notes to be issued under this Program shall have the right, exercisable within a time limit of two working days after the publication of the First Supplement, to withdraw their acceptances provided that the new factor, mistake or inaccuracy arose before the final closing of the offer to the public and the delivery of the Notes. A withdrawal, if any, of an order must be communicated in writing to the relevant Issuer at its registered office, specified in the address list of the Prospectus on page 200. The final date of the right to withdrawal shall be November 3, 2017.

II. AMENDMENTS TO PROSPECTUS

1. Supplemental information pertaining to the SUMMARY

The following shall replace the second table as well as the two paragraphs below the second table in section B.12 – [Issuer] [Guarantor] – on p. 8 of the Prospectus:

| "B.12 | Selected historical key financial information | |
|--|--|---|
| | January 1, 2017 – September 30, 2017 | January 1, 2016 – September 30, 2016 |
| | million EUR | |
| Sales | 48,376 | 42,704 |
| Income from operations before depreciation and amortization (EBITDA) | 9,742 | 8,039 |
| Income from operations (EBIT) | 6,590 | 5,048 |
| Net income | 4,541 | 3,367 |
| | | |
| Cash provided by operating activities | 7,597 | 5,840 |
| | | |
| | September 30, 2017 | September 30, 2016 |
| | million EUR | |
| Total assets | 76,023 | 73,103 |
| Stockholders' equity | 32,473 | 29,041 |
| Noncurrent liabilities | 28,405 | 27,379 |
| Current liabilities | 14,277 | 15,987 |
| | | |
| Material adverse change in the prospects of the Issuer | There has been no material adverse change in the prospects of BASF since December 31, 2016. | |
| Significant change in the financial and trading position | Not applicable. There has been no significant change in the financial or trading position of BASF since September 30, 2017." | |

The following shall replace section B.13 – [Issuer] [Guarantor] – on p. 8 of the Prospectus:

| | | |
|-------|----------------------|--|
| "B.13 | Recent events | <p>On October 13, 2017 BASF has signed an agreement to acquire significant parts of Bayer's seed and non-selective herbicide businesses. Bayer intends to divest these assets in the context of its planned acquisition of Monsanto. The all-cash purchase price is €5.9 billion, subject to certain adjustments at closing. The transaction is subject to the closing of Bayer's acquisition of Monsanto and approval by relevant authorities. It is expected to close in the first quarter of 2018.</p> <p>On October 2, 2017 BASF has closed the previously announced transfer of its global leather chemicals business to the Stahl Group, with Stahl taking over the activities as of September 30, 2017.</p> <p>On September 19, 2017 BASF and Solvay have signed an agreement related to the sale of Solvay's integrated polyamide business to BASF. The purchase price on a cash and debt-free basis would be €1.6 billion. According to applicable laws, the intended transaction is subject to consultations with the relevant social bodies of Solvay, following which both companies will enter a binding purchase agreement. Solvay and BASF aim to close the transaction in the third quarter of 2018, after customary regulatory approvals have been obtained and the formal consent of a joint venture partner has been received."</p> |
|-------|----------------------|--|

The first paragraph of section C.8 – Securities – on p. 11 of the Prospectus shall be replaced by the following:

| | | |
|------|--|---|
| "C.8 | Rights attached to the Notes (including ranking of the Notes and limitations to those rights) | <p>[Early redemption in the case of fixed rate Notes</p> <p>The Notes can be redeemed prior to their stated maturity [at the option of the] [Issuer,] [and][or] [the holders of the Notes (the "Holders")] [upon publication of a transaction trigger notice,] for taxation reasons[, for reasons of a change of control in respect of BASF] or upon the occurrence of an event of default).]"</p> |
|------|--|---|

The following shall be inserted in section C.8 – Securities – on p. 12 of the Prospectus:

| | | |
|------|--|--|
| "C.8 | Rights attached to the Notes (including ranking of the Notes and limitations to those rights) | <p>[Early Redemption at the option of the Issuer upon publication of a transaction trigger notice in the case of fixed rate Notes</p> <p>The Notes can be redeemed in whole or in part at the option of the Issuer upon giving a transaction trigger notice, <i>i.e.</i> a notice that a transaction in respect of which the Notes are issued for refinancing purposes has been terminated prior to completion or that the transaction will not be settled for any reason whatsoever or that the Issuer has publicly stated that it no longer intends to pursue the transaction, within the specified notice period to the Holders and at the specified redemption amount together with accrued interest to, but excluding, the relevant redemption date.]"</p> |
|------|--|--|

2. Supplemental information pertaining to the GERMAN TRANSLATION OF THE SUMMARY

The following shall replace the second table as well as the two paragraphs below the second table in section B.12 – [Emittentin] [Garantin] – on p. 20 of the Prospectus:

| "B.12 Ausgewählte wesentliche historische Finanzinformationen | | |
|---|--|--|
| | 1. Januar 2017 – 30. September 2017 | 1. Januar 2016 – 30. September 2016 |
| Millionen EUR | | |
| Umsatz | 48.376 | 42.704 |
| Ergebnis der Betriebstätigkeit vor Abschreibungen (EBITDA) | 9.742 | 8.039 |
| Ergebnis der Betriebstätigkeit (EBIT) | 6.590 | 5.048 |
| Jahresüberschuss | 4.541 | 3.367 |
| Cashflow aus betrieblicher Tätigkeit | 7.597 | 5.840 |
| | 30. September 2017 | 30. September 2016 |
| Millionen EUR | | |
| Gesamtvermögen | 76.023 | 73.103 |
| Eigenkapital | 32.473 | 29.041 |
| Langfristiges Fremdkapital | 28.405 | 27.379 |
| Kurzfristiges Fremdkapital | 14.277 | 15.987 |
| Wesentliche Verschlechterung der Aussichten des Emittenten | Der Geschäftsausblick von BASF hat sich seit dem 31. Dezember 2016 nicht wesentlich negativ verändert. | |
| Signifikante Veränderungen in der Finanz- bzw. Handelsposition | Nicht anwendbar. Seit dem 30. September 2017 hat es keine signifikanten Änderungen der Finanz- bzw. Handelsposition von BASF gegeben." | |

The following shall replace section B.13 – [Emittentin] [Garantin] – on p. 20 of the Prospectus:

| "B.13 | Letzte Ereignisse |
|--------------|---|
| | <p>Am 13. Oktober 2017 hat BASF eine Vereinbarung unterzeichnet, wesentliche Teile der Saatgut- und nicht-selektiven Herbizid-Geschäfte von Bayer zu erwerben. Bayer beabsichtigt, diese Geschäftsbereiche im Zusammenhang mit der geplanten Übernahme von Monsanto zu veräußern. Der Kaufpreis beträgt 5,9 Milliarden € in bar, vorbehaltlich bestimmter Anpassungen zum Abschluss der Transaktion. Vorbehaltlich des Abschlusses der Übernahme von Monsanto durch Bayer und der Genehmigung durch die zuständigen Behörden wird ein Abschluss der Transaktion im 1. Quartal 2018 erwartet.</p> <p>Am 2. Oktober 2017 hat BASF die bereits bekanntgegebene Einbringung des globalen Lederchemikaliengeschäfts in die Stahl Group abgeschlossen. Stahl hat die Aktivitäten zum 30. September 2017 übernommen.</p> <p>Am 19. September 2017 haben BASF und Solvay eine Vereinbarung zum Erwerb von Solvays integriertem Polyamidgeschäft durch BASF unterzeichnet. Der Kaufpreis ohne Berücksichtigung von Barmitteln und Fremdkapital würde 1,6 Milliarden € betragen. Gemäß den gesetzlichen Bestimmungen erfordert die beabsichtigte Transaktion Konsultationen von Solvay mit den relevanten Sozialpartnern. Danach werden beide Unternehmen einen bindenden Kaufvertrag abschließen. Vorbehaltlich der Genehmigung durch die zuständigen Wettbewerbsbehörden sowie der formellen Zustimmung eines Joint-Venture-Partners, streben Solvay und BASF an, die Transaktion im dritten Quartal 2018 abzuschließen."</p> |

The first paragraph of section C.8 – Wertpapiere – on p. 24 of the Prospectus shall be replaced by the following:

| | | |
|------|---|--|
| "C.8 | Rechte, die mit den Schuldverschreibungen verbunden sind (einschließlich Rang der Schuldverschreibungen und Beschränkungen dieser Rechte) | <p>[Vorzeitige Rückzahlung im Fall von festverzinslichen Schuldverschreibungen</p> <p>Die Schuldverschreibungen sind vor Ablauf ihrer festgelegten Laufzeit [nach Wahl] [der Emittentin[,] [und][oder] [der Gläubiger,] [nach Veröffentlichung einer Transaktions-Mitteilung,] aus steuerlichen Gründen[, bei Eintritt eines Kontrollwechsels bei der BASF] oder eines Kündigungsereignisses rückzahlbar.]"</p> |
|------|---|--|

The following shall be inserted in section C.8 – Wertpapiere – on p. 25 of the Prospectus:

| | | |
|------|---|--|
| "C.8 | Rechte, die mit den Schuldverschreibungen verbunden sind (einschließlich Rang der Schuldverschreibungen und Beschränkungen dieser Rechte) | <p>[Vorzeitige Rückzahlung nach Wahl der Emittentin nach Veröffentlichung einer Transaktions-Mitteilung zum festgelegten Rückzahlungsbetrag im Fall von festverzinslichen Schuldverschreibungen</p> <p>Die Schuldverschreibungen sind nach Wahl der Emittentin unter Einhaltung der festgelegten Kündigungsfrist durch Kündigung mittels Transaktions-Mitteilung gegenüber den Gläubigern insgesamt oder teilweise rückzahlbar, und zwar zum festgelegten Rückzahlungsbetrag nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufener Zinsen. Die Transaktions-Mitteilung ist eine Mitteilung, dass eine Transaktion bezüglich derer die Schuldverschreibungen zu Finanzierungszwecken begeben wurden vor ihrem Abschluss beendet wurde, oder dass die Transaktion aus irgendeinem Grund nicht durchgeführt wird oder dass die Emittentin öffentlich erklärt hat, dass sie nicht länger beabsichtigt, die Transaktion zu verfolgen.]"</p> |
|------|---|--|

3. Supplemental information pertaining to the section BASF SE AS ISSUER AND GUARANTOR

The following shall replace the second table on p. 45 and 46 of the Prospectus under the heading "Selected Financial Information":

"

| | January 1, 2017 – September 30, 2017 | January 1, 2016 – September 30, 2016 |
|--|---|---|
| | million EUR | |
| Sales | 48,376 | 42,704 |
| Income from operations before depreciation and amortization (EBITDA) | 9,742 | 8,039 |
| Income from operations (EBIT) | 6,590 | 5,048 |
| Net Income | 4,541 | 3,367 |
| | | |
| Cash provided by operating activities | 7,597 | 5,840 |
| | | |
| | September 30, 2017 | September 30, 2016 |
| | million EUR | |

| | January 1, 2017 – September 30, 2017 | January 1, 2016 – September 30, 2016 |
|------------------------|---|---|
| | million EUR | |
| Total assets | 76,023 | 73,103 |
| Stockholders' equity | 32,473 | 29,041 |
| Noncurrent liabilities | 28,405 | 27,379 |
| Current liabilities | 14,277 | 15,987 |

The following shall be added to section "ALTERNATIVE PERFORMANCE MEASURES (APM)" on p. 46 of the Prospectus:

"The values for the respective APM for the third quarter 2017 are shown on page 14 of the Q3 Report 2017."

The following shall be added to the section "Historical Financial Information" on p. 47 of the Prospectus:

"The unaudited consolidated interim financial statements of BASF Group as of September 30, 2017, contained in the BASF Interim Report 3rd Quarter 2017 on pages 16-18, are incorporated by reference into this Prospectus."

The following shall replace the first table "Capitalization and financial indebtedness" on pp. 51 of the Prospectus:

"The following table sets forth the consolidated capitalization of BASF Group as of December 31, 2016 and September 30, 2017:

| Stockholders' equity and liabilities (million EUR) | | |
|--|----------------|---------------|
| | Sept. 30, 2017 | Dec. 31, 2016 |
| Stockholders' equity | | |
| Subscribed capital | 1,176 | 1,176 |
| Capital surplus | 3,130 | 3,130 |
| Retained earnings | 33,315 | 31,515 |
| Other comprehensive income | (5,148) | (4,014) |
| Minority interests | 868 | 761 |
| | 33,341 | 32,568 |
| Noncurrent liabilities | | |
| Provisions for pensions and similar obligations | 6,797 | 8,209 |
| Other provisions | 3,491 | 3,667 |
| Deferred taxes | 2,819 | 3,317 |
| Financial indebtedness | 14,246 | 12,545 |
| Other noncurrent liabilities | 1,052 | 873 |
| | 28,405 | 28,611 |
| Current liabilities | | |
| Accounts payable, trade | 4,352 | 4,610 |
| Provisions | 3,252 | 2,802 |
| Tax liabilities | 1,521 | 1,288 |
| Financial indebtedness | 1,968 | 3,767 |
| Other current liabilities | 3,184 | 2,850 |
| Liabilities of disposal groups | - | - |
| | 14,277 | 15,317 |
| Total stockholders' equity and liabilities | 76,023 | 76,496 |

"

The following shall replace the section "SIGNIFICANT CHANGES / TREND INFORMATION" on p. 74 of the Prospectus:

"There have been no significant changes in the financial or trading position of BASF Group since September 30, 2017. There has been no material adverse change in the prospects of BASF Group since the date of the last published audited financial statements as of December 31, 2016."

The following shall replace the section "OUTLOOK FOR 2017" on p. 74 of the Prospectus:

"BASF has adjusted its expectations for the global economic environment in 2017 as follows (previous forecast from the BASF Half-Year Financial Report 2017 in parentheses):

- Growth in gross domestic product: 2.8% (2.5%)
- Growth in industrial production: 3.1% (2.5%)
- Growth in chemical production: 3.4% (3.4%)
- Average euro/dollar exchange rate: \$1.10 per euro (\$1.10 per euro)
- Annualized average price of a barrel of oil: \$50 (\$50 per barrel)

The statement on opportunities and risks made in the BASF Report 2016 continues to apply. For the fourth quarter of 2017, BASF continues to expect considerable risks from currency and margin volatility. There is still a risk of global economic slowdown – due in part to the increased tendency toward protectionism – as well as a risk of escalating geopolitical conflicts. BASF's overall assessment of opportunities and risks remains principally valid. Sales and earnings development in the Chemicals segment in the third quarter of 2017 exceeded BASF's expectations. As a result, BASF now expects the BASF Group's EBIT before special items for the second half of 2017 to considerably exceed the level of the second half of 2016."

The following shall be inserted as section "RECENT EVENTS" on p. 75 of the Prospectus:

"On October 13, 2017 BASF has signed an agreement to acquire significant parts of Bayer's seed and non-selective herbicide businesses. Bayer intends to divest these assets in the context of its planned acquisition of Monsanto Company ("**Monsanto**"). The all-cash purchase price is €5.9 billion, subject to certain adjustments at closing. The transaction is subject to the closing of Bayer's acquisition of Monsanto and approval by relevant authorities. It is expected to close in the first quarter of 2018.

On October 2, 2017 BASF has closed the previously announced transfer of its global leather chemicals business to the Stahl Group, with Stahl taking over the activities as of September 30, 2017.

On September 19, 2017 BASF and Solvay have signed an agreement related to the sale of Solvay's integrated polyamide business to BASF. The purchase price on a cash and debt-free basis would be €1.6 billion. According to applicable laws, the intended transaction is subject to consultations with the relevant social bodies of Solvay, following which both companies will enter a binding purchase agreement. Solvay and BASF aim to close the transaction in the third quarter of 2018, after customary regulatory approvals have been obtained and the formal consent of a joint venture partner has been received."

4. Supplemental information pertaining to the section TERMS AND CONDITIONS OF THE NOTES – ENGLISH LANGUAGE VERSION

Paragraph [(5)] under the heading "OPTION I – Terms and Conditions that apply to Notes with fixed interest rates - § 4 – PAYMENTS" on p. 85 of the Prospectus shall be replaced by the following:

"[(5)] *References to Principal and Interest.* References in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable: the Final Redemption Amount of the Notes; the Early Redemption Amount of the Notes; **[If redeemable at the option of the Issuer for other than tax reasons the following applies:** the Call Redemption Amount of the Notes;] **[If redeemable at the option of the Holder the following applies:** the Put Redemption Amount of the Notes;] **[If redeemable at option of the Issuer upon publication of a Transaction Trigger Notice the following applies:** the Trigger Call Redemption Amount;] and any premium and any other amounts which may be payable under or in respect of the Notes. References in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7."

The penultimate paragraph under the heading "OPTION I – Terms and Conditions that apply to Notes with fixed interest rates - § 5 – REDEMPTION" on p. 91 of the Prospectus shall be replaced by the following:

"If the Notes are subject to Early

[[(8)] *Early Redemption at the Option of the Issuer upon publication of a Transaction Trigger Notice.*

Redemption at the Option of the Issuer upon publication of a Transaction Trigger Notice at the Trigger Call Redemption Amount the following applies

- (a) The Issuer may, upon a Transaction Trigger Notice given in accordance with clause (b), redeem all or some only of the Notes at any time at the Trigger Call Redemption Amount together with accrued interest, if any, to (but excluding) the respective redemption date. **"Trigger Call Redemption Amount"** means **[Trigger Call Redemption Amount]**.

"Transaction Trigger Notice" means a notice within the Transaction Notice Period that the Transaction has been terminated prior to completion or that the Transaction will not be settled for any reason whatsoever or that the Issuer has publicly stated that it no longer intends to pursue the Transaction.

"Transaction Notice Period" means the period from **[issue date]** to **[end of period date]**. **"Transaction"** means **[description of transaction in respect of which the Notes are issued for refinancing purposes]**.

[If Notes are subject to Early Redemption at the Option of the Holder the following applies: The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under subparagraph [(6)] of this § 5.]

- (b) The Transaction Trigger Notice shall be given by the Issuer to the Holders of the Notes in accordance with § 13. Such notice shall specify:
- (i) the Series of Notes subject to redemption;
 - (ii) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes which are to be redeemed; and
 - (ii) the respective redemption date, which shall be not less than 30 days nor more than 60 days after the date on which notice is given by the Issuer to the Holders.
- (c) In the case of a partial redemption of Notes, Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System. **[In the case of Notes in NGN form the following applies:** Such partial redemption shall be reflected in the records of CBL and Euroclear as either a pool factor or a reduction in the aggregate principal amount, at the discretion of CBL and Euroclear.]]

[(9)] *Early Redemption Amount.* [(a)] For purposes of subparagraph (2) [and [(7)]] of this § 5, the Early Redemption Amount of a Note shall be its Final Redemption Amount."

5. Supplemental information pertaining to the section TERMS AND CONDITIONS OF THE NOTES – GERMAN LANGUAGE VERSION

Paragraph [(5)] under the heading "OPTION I – Anleihebedingungen für Schuldverschreibungen mit fester Verzinsung - § 4 – ZAHLUNGEN" on p. 123 of the Prospectus shall be replaced by the following:

"[(5)] *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital der Schuldverschreibungen schließen, soweit anwendbar, die folgenden Beträge ein: den Rückzahlungsbetrag der Schuldverschreibungen; den vorzeitigen Rückzahlungsbetrag der Schuldverschreibungen; **[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen aus anderen als steuerlichen Gründen vorzeitig zurü ckzahlen, ist Folgendes anwendbar:** den Wahl-Rückzahlungsbetrag (Call) der Schuldverschreibungen;] **[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist Folgendes anwendbar:** den Wahl-Rückzahlungsbetrag (Put) der Schuldverschreibungen;] **[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig nach Veröffentlichung einer Transaktions-Mitteilung zurückzahlen, ist folgendes anwendbar:** den Ereignis-Wahl-Rückzahlungsbetrag der Schuldverschreibungen;] sowie jeden Aufschlag sowie sonstige auf oder in Bezug auf die Schuldverschreibungen zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen

auf die Schuldverschreibungen sollen, soweit anwendbar, sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge einschließen."

The second paragraph under the heading "OPTION 1 – Anleihebedingungen für Schuldverschreibungen mit fester Verzinsung - § 5 – RÜCKZAHLUNG" on p. 131 of the Prospectus shall be replaced by the following:

"Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen vorzeitig nach Veröffentlichung einer Transaktions-Mitteilung zum Ereignis-Wahlrückzahlungsbetrag zurückzahlen, ist folgendes anwendbar

[[8)] Vorzeitige Rückzahlung nach Wahl der Emittentin nach Veröffentlichung einer Transaktions-Mitteilung.

(a) Die Emittentin kann, nachdem sie gemäß Absatz (b) mittels einer Transaktions-Mitteilung gekündigt hat, die Schuldverschreibungen insgesamt oder teilweise am jeweiligen Rückzahlungstag zum Ereignis-Wahl-Rückzahlungsbetrag nebst etwaigen bis zum jeweiligen Rückzahlungstag (ausschließlich) aufgelaufener Zinsen zurückzahlen. **"Ereignis-Wahl-Rückzahlungsbetrag"** bezeichnet **[Ereignis-Wahl-Rückzahlungsbetrag]**.

"Transaktions-Mitteilung" bezeichnet eine Mitteilung innerhalb der Transaktionskündigungsfrist, dass die Transaktion vor ihrem Abschluss beendet wurde oder dass die Transaktion aus irgendeinem Grund nicht durchgeführt wird oder dass die Emittentin öffentlich erklärt hat, dass sie nicht länger beabsichtigt, die Transaktion zu verfolgen. **"Transaktionskündigungsfrist"** bezeichnet den Zeitraum vom **[Begebungstag]** bis zum **[Datum Ende des Zeitraums]**. **"Transaktion"** bezeichnet **[Beschreibung der Transaktion bezüglich derer die Schuldverschreibungen zu Finanzierungszwecken begeben wurden]**.

[Falls der Gläubiger ein Wahlrecht hat, die Schuldverschreibungen vorzeitig zu kündigen, ist folgendes anwendbar: Der Emittentin steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung bereits der Gläubiger in Ausübung seines Wahlrechts nach Absatz **[(6)]** dieses § 5 verlangt hat.]

(b) Die Transaktions-Mitteilung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 13 bekanntzugeben. Sie beinhaltet die folgenden Angaben:

- (i) die zurückzuzahlende Serie von Schuldverschreibungen;
- (ii) eine Erklärung, ob diese Serie ganz oder teilweise zurückgezahlt wird und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen; und
- (iii) den jeweiligen Rückzahlungstag, der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Kündigung durch die Emittentin gegenüber den Gläubigern liegen darf.

(c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearing Systems ausgewählt. **[Falls die Schuldverschreibungen in Form einer NGN begeben werden, ist folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von CBL und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrags wiedergegeben.]]

[(9)] Vorzeitiger Rückzahlungsbetrag. **[(a)]** Für die Zwecke des Absatzes (2) **[und [(7)]]** dieses § 5, entspricht der vorzeitige Rückzahlungsbetrag einer Schuldverschreibung dem Rückzahlungsbetrag."

6. Supplemental information pertaining to the section FORM OF FINAL TERMS

The following shall be inserted as the last paragraph under the heading "Early Redemption – Vorzeitige Rückzahlung" on p. 169 of the Prospectus:

"Early Redemption at the Option of the Issuer upon publication of a Transaction Trigger Notice¹ [Yes/No]
Vorzeitige Rückzahlung nach Wahl der Emittentin nach Veröffentlichung einer Transaktions-Mitteilung [Ja/Nein]

Trigger Call Redemption Amount []
Ereignis-Wahl-Rückzahlungsbetrag

Transaction Notice Period from [issue date] to [date end of period]
Transaktionskündigungsfrist vom [Begebungstag] bis zum [Datum Ende des Zeitraums]

Description of transaction in respect of which the Notes are issued for refinancing purposes [specify details]
Beschreibung der Transaktion bezüglich derer die Schuldverschreibungen zu Finanzierungszwecken begeben wurden [Einzelheiten einfügen]"

7. Supplemental information pertaining to the DOCUMENTS INCORPORATED BY REFERENCE

The following shall be added as additional item (h) to the section "DOCUMENTS INCORPORATED BY REFERENCE" on p. 197 of the Prospectus:

"(h) The unaudited consolidated interim financial statements of BASF Group as of September 30, 2017 contained in the BASF Interim Report 3rd Quarter on pages 16-18, are incorporated by reference into this Prospectus."

The following shall be added to the table "Cross-reference list of Documents incorporated by Reference" on p. 197 of the Prospectus:

"

| Page | Section of Prospectus | Document incorporated by reference |
|------|-----------------------------------|---|
| 45 | BASF Group, Financial Information | Interim Report 3rd Quarter 2017 of BASF Group, (p. 16 – p. 18) Consolidated balance sheet, (p. 17) Consolidated statements of income, (p. 16) Consolidated statements of cash flows, (p. 18) |

"

¹ Complete for fixed rate Notes
Für festverzinsliche Schuldverschreibungen auszufüllen