

## Société Générale SCF

From : **Société Générale SCF** (as Lender)

Middle Office Paris SCF

OPER/FIN/CMF/SCF

17, cours Valmy

92800 Puteaux

FRANCE

Att: Stéphane LANDON  
Vincent ROBILLARD

To: **Société Générale** (as Borrower)

DEVL/GTR

Att: Stéphane LANDON

Copy: **Société Générale** (as Calculation Agent)

Middle Office Paris SCF

OPER/FIN/CMF/SCF

17, cours Valmy

92800 Puteaux

France

Att: Vincent PIERRICK

### **FINAL TERMS OF ADVANCE N°35**

**dated 23<sup>rd</sup> of June 2014**

**made between**

**SOCIETE GENERALE SCF**

**And**

**SOCIETE GENERALE**

The present Final Terms of Advance refers to the agreement dated 22 May 2008 and made between Société Générale as Borrower and Calculation Agent and Société Générale SCF as Lender (the "**Facility Agreement**"). Capitalised terms used and not defined herein shall have the meaning ascribed to them in the Facility Agreement.

In accordance with the terms and conditions of the Facility Agreement, the Borrower has sent to the Lender a Drawdown Request n°35 dated 17 June 2014 contemplating an Advance to be made as follows:

- |     |                           |  |
|-----|---------------------------|--|
| (a) | Number of Advance         | 35   |
| (b) | Amount requested          | EUR 200,000,000.00   |
| (c) | Contemplated Drawing Date | 25 <sup>th</sup> of June 2014  |
| (d) | Repayment Date            | The interest Payment Date falling in or nearest to 25 <sup>th</sup> of June 2015 |

## Société Générale SCF

(v) Business Centre(s)	TARGET 2
(vi) Interest Determination Date	Two (2) TARGET 2 business days prior to the start of the relevant Interest Period.
(vii) Primary Source	Reuters Screen EURIBOR01 page
(viii) Margin:	0.23% per annum
(ix) Day Count fraction	Actual/360 which means the actual number of days in the calculation period divided by 360
	For the purpose of the application of the Day Count Fraction, the Calculation Period means, in respect of the calculation of an amount of interest, any period of time (from and including the first day of such period but excluding the last).
7. Repayment/Payment Basis:	Repayment at par
8. Change of Interest or Repayment /Payment Basis:	Not Applicable
9. Call Options:	Applicable

### PROVISIONS RELATING TO REPAYMENT

10. Call Option:	Applicable
(i) Optional Repayment Date(s):	Each Target 2 and Paris business days, subject to the Notice Period
(ii) Optional Repayment Amount(s) of each Advance and method, if any, of calculation of such amount(s):	Call option at any time at the Lender's option for any amount in a multiple of EUR 100,000
(iii) If redeemable in part:	
(a) Minimum Optional Repayment Amount:	€100,000
(b) Maximum Optional Repayment Amount:	Nominal Amount of the Advance
(iv) Notice period:	Not less than 6 business days prior to the Optional Repayment Date
11. Other Option:	Not Applicable

## Société Générale SCF

In accordance with the terms and conditions of the Facility Agreement, this present document constitutes the Final Terms of the Advance corresponding to such Drawdown Request.

- |   |   |
|---|---|
| <b>1. Lender:</b>                           | Société Générale SCF  |
| <b>2. Specified Currency or Currencies:</b> | Euro (€)  |
| <b>3. Nominal Amount of the Advance</b>     | €200,000,000.00   |
| <b>4. (i) Drawing Date</b>                  | 25 <sup>th</sup> of June 2014   |
| <b>(ii) Interest Commencement Date</b>      | Drawing Date  |
| <b>(iii) Interest Payment Date(s):</b>      | Payable quarterly on every 25 September, 25 December, 25 March and 25 June of each year from and including 25 September 2014 to (and including) 25 June 2015, all such dates being subject to adjustment in accordance with the Business Day Convention specified below   |
| <b>5. Repayment Date:</b>                   | The Interest Payment Date falling in or nearest to 25 <sup>th</sup> of June 2015  |
| <b>6. Interests</b>                         |   |
| <b>(i) Index:</b>                           | EURIBOR 3 months + 0.23 per cent. Per annum   |
| <b>(ii) Interest Period</b>                 | The period beginning on (and including) the Interest Commencement date to but excluding the following Interest Payment date and thereafter each successive Interest Payment Date to but excluding the immediately following Interest Payment Date –   |
| <b>(iii) First Interest Payment Date</b>    | The Interest Payment date falling in or nearest to 25 September 2014  |
| <b>(iv) Business Day Convention</b>         | If any Interest Payment Date, or Repayment Date would fall on a day that is not a Business Day, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately Business Day. |

- 12. Repayment Amount of each Advance:** Nominal Amount of the Advance
- 13. Early Repayment Amount:**  
Early Repayment Amount(s) of each Advance payable on repayment for taxation reasons, or on event of default or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Facility Agreement): As set out in the Facility Agreement

**GENERAL PROVISIONS APPLICABLE TO THE ADVANCE**

- 14.** Details relating to Partly Paid Advances: amount of each payment and date on which each payment is to be made and consequences (if any) of failure to pay, including the right for the Borrower to forfeit the Advances and interest due on late payment: Not Applicable
- 15.** Details relating to Instalment Advance: amount of each instalment, date on which each payment is to be made: Not Applicable
- 16.** Other final terms: Not Applicable
- 17.** The aggregate principal amount of the Advance has been translated into Euro at the rate of [●] per cent. producing a sum of: Not Applicable
- 18.** Total commissions paid by the Lender in connection with the funding of the loan, the shall reimburse to the Lender on the Drawdown Date Not Applicable

## **Société Générale SCF**

- (iv) Given the Loan above-mentioned and the Final Terms of Advance, the amount of additional Eligible Assets to be collateralised as Collateral Security pursuant to and in accordance with the Collateral Security Agreement is of: EUR **0.00**.
- (v) In accordance with Clause 6 of the Facility Agreement, the Advance will be made available on the Drawdown Date above-mentioned, subject to the satisfaction of each condition specified in Clause 4 of the Facility Agreement.

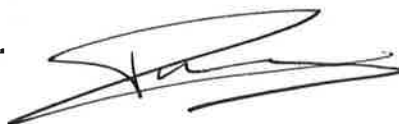
## Société Générale SCF

Signed on behalf of the Lender:

By: .....**Vincent Robillard**.....

Date: .....**Directeur Général Délégué**.....

Duly authorised **SG SCF**



Signed and approved on behalf of the Borrower:

By: .....

Date: .....

Duly authorised



### **SOCIETE GENERALE**

Direction Financière et du Développement

Gestion du Bilan et Financement

**DEVL/GTR**

Tours Société Générale

17 Cours Valmy - Paris la Défense 7