

---

**APPLICABLE FINAL TERMS**

Investors should have sufficient knowledge and experience of financial and business matters to evaluate the merits and risks of investing in a particular issue of Euro Medium Term Notes as well as access to, and knowledge of, appropriate analytical tools to assess such merits and risks in the context of their financial situation. Certain issues of Euro Medium Term Notes are not an appropriate investment for investors who are unsophisticated with respect to the applicable interest rate indices, currencies, other indices or formulas, or redemption or other rights or options. Investors should also have sufficient financial resources to bear the risks of an investment in Euro Medium Term Notes. For a more detailed description of the risks associated with any investment in the Notes investors should read the section of the Debt Issuance Programme Prospectus headed "*Risk Factors*".

The Notes and the Guarantee have not been approved or disapproved by the U.S. Securities and Exchange Commission (the SEC), any State securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing Authorities passed upon or endorsed the merits of the offering of the Notes or the accuracy or adequacy of this Debt Issuance Programme Prospectus. Any representation to the contrary is a criminal offence in the United States.

This is not a capital guaranteed product. In a worst case scenario, investors could lose their entire investment. Therefore, investors should make an investment decision on this product only after careful consideration with their advisors as to the suitability of this product in the light of their particular financial circumstances.

In respect of the primary market, each investor must purchase a minimum number of Notes equivalent to an aggregate nominal amount of EUR 10,000 (i.e. 10 Notes).

The Notes are offered in France with a subscription period from and including May 31, 2010 to and including July 29, 2010, save in the case of early termination for any reason.

July 30, 2010

**Series 26537/10-7  
Tranche 1**

**SOCIÉTÉ GÉNÉRALE**

**Issue of up to EUR 25,000,000 Fixed Rate Credit Linked Notes due 2016  
under the €125,000,000,000  
Euro Medium Term Note Programme**

**(the "Notes")**

**INVESTMENT CONSIDERATIONS**

Prospective investors should carefully consider the following investment considerations, in addition to the matters set forth elsewhere in these Final Terms and the Debt Issuance Programme Prospectus (as referred to below), prior to investing in the Notes.

### Credit exposures to Reference Entities

For the purposes of the Notes, the Issuer is deemed to have entered into a synthetic Default Swap (as defined in Schedule 1, and which is in the form attached as Schedule 2) under which it has synthetically sold to the Default Swap Counterparty (as defined in Schedule 1) protection on a portfolio of Reference Entities (as defined in the Default Swap).

The redemption amount of the Notes at their Maturity Date will depend on whether Credit Events (as defined in the Default Swap) have occurred in respect of the Reference Entities under the Default Swap. Consequently, as described in these Final Terms, the Notes create significantly leveraged exposure to the credit of such Reference Entities. Noteholders may lose, in part or in whole, amounts invested in the Notes as the result of a Credit Event occurring with respect to one or more Reference Entities.

### Settlement protocols

Under the Default Swap, the Final Value of a Reference Entity is a factor in the determination of the Aggregate Loss Amount (as each such term is defined in the Default Swap), which, in turn, is a factor in the determination of the redemption amount of the Notes at their Maturity Date. The Default Swap provides that the Calculation Agent may choose to determine the Final Value in respect of a Reference Entity by reference to a Settlement Protocol (as defined in the Default Swap). In this connection, investors should note the following: (i) the Final Value as determined by reference to a Settlement Protocol may differ from the Final Value determined otherwise and a lower Final Value would tend to reduce the amount payable to Noteholders upon redemption of the Notes; and (ii) the Calculation Agent may have a conflict of interest to the extent that it participates in the Settlement Protocol and influences the pricing mechanism thereunder.

### Limited liquidity of the Notes

There is not at present an active and liquid secondary market for the Notes. There can be no assurance that a secondary market for any of the Notes will develop, or, if a secondary market does develop, that it will provide the holders of the Notes with liquidity or that it will continue for the entire life of the Notes. This may leave Noteholders with an illiquid investment. Illiquidity means that a Noteholder may not be able to realise its anticipated yield. Illiquidity can obviously have an adverse effect on the market value of the Notes. Consequently, any purchaser of Notes must be prepared to hold such Notes until final redemption or maturity of the Notes.

### Non-reliance

The Noteholders who purchase the Notes will be deemed to have represented and agreed that they (i) have the knowledge and sophistication independently to appraise and understand the financial and legal terms and conditions of the Notes and to assume the economic consequences and risks thereof; (ii) to the extent necessary, have consulted with their own independent financial, legal or other advisers and have made their own investment, hedging and trading decisions in connection with the Notes based upon their own judgement and the advice of such advisers and not upon any view expressed by the Issuer or the Dealer; (iii) have not relied upon any representations (whether written or oral) of any other party, and are not in any fiduciary relationship with the Issuer or the Dealer; (iv) have not obtained from the Issuer or the Dealer (directly or indirectly through any other person) any advice, counsel or assurances as to the expected or projected success, profitability, performance, results or benefits of the Notes, and have agreed that the Issuer and the Dealer do not have any liability in that respect; (v) have not relied upon any representations (whether written or oral) by, nor received any advice from, the Issuer or the Dealer as to the possible characterisation under the laws or regulations of any jurisdiction of the Notes described in these Final Terms and understand that nothing contained herein should be construed as such a representation or advice for the purposes of the laws or regulations of any jurisdiction.

### Awareness

The Noteholders are informed that each of the Issuer and the Dealer hold or may from time to time hold Obligations (including the Selected Obligations) of the Reference Entities, all as defined in the Default Swap.

Under the terms of the Default Swap, Société Générale as the Default Swap Counterparty may, for the purposes of determining the Loss Amount (as defined in the Default Swap) in respect of a Reference Entity, select obligations with the lowest price of any obligations which meet the relevant criteria. In making any such selection, the Default Swap Counterparty will not be liable to account to the Noteholders, or any other person for any profit or other benefit to it or any of its affiliates which may result directly or indirectly from any such selection.

Certain affiliates of the Default Swap Counterparty may from time to time advise the Reference Entities, the issuers of Selected Obligations regarding transactions to be entered into by them, or engage in transactions involving one or more Reference Entities, issuers of Selected Obligations for their proprietary accounts and for other accounts under their management.

Any such transactions may have a positive or negative effect on the creditworthiness of the Reference Entities and the value of the related Selected Obligations and therefore on the value of the Notes. Accordingly, certain conflicts of interest may arise both among these affiliates and between the interests of these affiliates and the interests of Noteholders.

### **PART A – CONTRACTUAL TERMS**

The Notes described herein are designated as Permanently Restricted Notes. As a result, they may not be legally or beneficially owned at any time by any U.S. Person (as defined in Regulation S) and accordingly are being offered and sold outside the United States to persons that are not U.S. Persons in reliance on Regulation S.

By its purchase of a Note, each purchaser will be deemed or required, as the case may be, to have agreed that it may not resell or otherwise transfer any Note held by it except outside the United States in an offshore transaction to a person that is not a U.S. Person.

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 French Law Notes*” in the Debt Issuance Programme Prospectus dated 27 April 2010 which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the Prospectus Directive). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Debt Issuance Programme Prospectus and any Supplement(s) to such Debt Issuance Programme Prospectus published prior to the Issue Date (as defined below) (Supplement(s)); provided, however, that to the extent such Supplement (i) is published after these Final Terms have been signed or issued and (ii) provides for any change to the Conditions as set out under the heading “*Terms and Conditions of the French Law Notes*”, 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 are only available on the basis of the combination of these Final Terms, the Debt Issuance Programme 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 Debt Issuance Programme Prospectus and any Supplement(s) and be aware of the restrictions applicable to the offer and sale of such Notes in the United States or to, or for the account or benefit of, U.S. persons. Copies of the Debt Issuance Programme Prospectus, any Supplement(s) and these Final Terms are available for inspection from the head office of the Issuer, the specified offices of the Paying Agents and, in the case of Notes admitted to trading on the regulated market of the Luxembourg Stock Exchange, on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

The English version of these Final Terms shall be the binding version.

1. (i) Issuer: Société Générale
2. (i) Series Number: 26537/10-7

- (ii) Tranche Number: 1
3. Specified Currency or Currencies: Euro (“EUR”)
4. Aggregate Nominal Amount:
- (i) Tranche: Up to EUR 25,000,000, subject to adjustment pursuant to paragraphs 8, 37(b) and 37(c) below (the **Initial Aggregate Nominal Amount**).
- The Initial Aggregate Nominal Amount, as adjusted from time to time as provided in this paragraph 4, is referred to herein as the “**Adjusted Aggregate Nominal Amount**”.
- If, following the occurrence of an Event Determination Date (as defined in the Default Swap (as defined in Schedule 1 hereto)), the Issuer is required to pay a Cash Settlement Amount (as defined in the Default Swap), then, with effect from the relevant Final Valuation Notice Receipt Date (as defined in the Default Swap), the Adjusted Aggregate Nominal Amount of the Notes shall automatically be reduced by an amount equal to such Cash Settlement Amount, such reduction to be applied to each Note pro rata to the number of Notes outstanding.
- (ii) Series: Up to EUR 25,000,000, subject to adjustment pursuant to paragraph 4(i) above and paragraphs 8, 37(b) and 37(c) below.
5. Issue Price: 100 per cent. of the Aggregate Nominal Amount.
6. Specified Denomination: EUR 1,000, subject to adjustment pursuant to paragraph 4 above and paragraphs 8, 37(b) and 37(c) below (in relation to each Note, the **Nominal Amount**).
7. (i) Issue Date and Interest Commencement Date: July 30, 2010
8. Maturity Date: Subject to the provisions of paragraph 24 below, the Maturity Date shall be the later of:
1. July 11, 2016 (the **Scheduled Maturity Date**); and
  2. the earlier of:
    - (a) the date on which the Adjusted Aggregate Nominal Amount of the Notes is reduced to zero pursuant to paragraph 4 above (the **Revised Maturity Date**); and
    - (b) the last Cash Settlement Date under the Default Swap in respect of any Unsettled Credit Event (as defined below), if:

(i) the Calculation Agent (as defined below) determines, in its sole and absolute discretion, that one or more Unsettled Credit Events have occurred as at the Latest Determination Time (as defined in the Default Swap);

(ii) the Calculation Agent (on behalf of the Issuer) gives notice in respect of one or more Unsettled Credit Events to the relevant Clearing System for the information of the Noteholders not later than the Latest Determination Time;

(iii) the Retained Amount (as defined below) is greater than and not equal to zero; and

If the Maturity Date is extended as provided in paragraph 2 (b) above, the Issuer shall, on the Scheduled Maturity Date, partially redeem each Note in an amount equal to the Scheduled Maturity Date Payment Amount (as defined below) and, with effect from such partial redemption, the Adjusted Aggregate Nominal Amount of the Notes shall be reduced to the Retained Amount. For the avoidance of doubt, the Maturity Date may not occur later than January 11, 2018 (as adjusted in accordance with the Following Business Day Convention).

For the purposes of the Notes:

**Business Day** means a day on which (i) commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Paris and London and (ii) the TARGET2 system is operating;

**Calculation Agent** means Société Générale;

**Unsettled Credit Event** means an Event Determination Date in respect of which the Final Valuation Notice has not been received or deemed received by the Protection Buyer and the Protection Seller by the Latest Determination Time;

**Scheduled Maturity Date Payment Amount** means an amount equal to the Relevant Proportion of the amount (if any) by which the Adjusted Aggregate Nominal Amount of the Notes immediately prior to the Scheduled Maturity Date exceeds the Retained Amount;

**Relevant Proportion** means, at any time, the proportion which one Note bears to the number of all of the Notes outstanding; and

**Retained Amount** means the lower of:

(i) the Adjusted Aggregate Nominal Amount of the Notes immediately prior to the Scheduled Maturity Date; and

(ii) the aggregate of the Cash Settlement Amounts which would be payable by the Issuer in respect of all Unsettled Credit Events assuming a Final Value of zero.

Terms and expressions defined in the Default Swap shall have the same meanings where used herein, except where the context requires otherwise or unless otherwise stated.

- |     |   |   |
|-----|---|---|
| 9.  | Interest Basis:                                       | Fixed Rate.<br><br>(further particulars specified below)  |
| 10. | Redemption/Payment Basis:                             | Each Note shall be redeemed at the Final Redemption Amount, subject to the provisions of paragraph 24 below.<br><br>(further particulars specified below) |
| 11. | Change of Interest Basis or Redemption/Payment Basis: | Not Applicable  |
| 12. | Put/Call Options:                                     | Not Applicable  |
| 13. | Status of the Notes:                                  | Unsubordinated  |
| 14. | Method of distribution:                               | Non-syndicated  |

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

- |     |                                    |   |
|-----|------------------------------------|---|
| 15. | <b>Fixed Rate Note Provisions</b>  | Applicable  |
|     | (i) Rate(s) of Interest:           | 5.70 per cent. per annum payable in arrear, subject to paragraph 15 (viii) below.   |
|     | (ii) Interest Payment Date(s):     | July 10 in each year from and including July 10, 2011 up to and including the Scheduled Maturity Date.<br><br>(further particulars specified below) |
|     | (iii) Business Day Convention:     | Not Applicable  |
|     | (iv) Fixed Coupon Amount(s):       | See paragraph 15 (viii) below.  |
|     | (v) Broken Amount(s):              | Not Applicable  |
|     | (vi) Day Count Fraction:           | Not Applicable  |
|     | (vii) Determination Date(s):       | Not Applicable  |
|     | (viii) Other terms relating to the | The Interest Amount payable in respect of each Note on  |

method of calculating  
interest for Fixed Rate  
Notes:

the Interest Payment Date will be determined by the  
Calculation Agent, using the Relevant Proportion, in  
accordance with the following formula:

**[ (Rate of Interest) x (Current Aggregate Nominal  
Amount) ]**

For the purposes of determining the Interest Amount:

**Current Aggregate Nominal Amount** means, on any day,  
an amount, subject to a minimum of zero, equal to the  
Initial Aggregate Nominal Amount minus the sum of the  
Reference Entity Notional Amount for each Reference  
Entity in respect of which an Event Determination Date has  
occurred (each as defined under the Default Swap) on or  
prior to the 4th Business Day preceding the relevant  
Interest Payment Date.

- |     |  |                |
|-----|--|----------------|
| 16. | <b>Floating Rate Note Provisions</b>         | Not Applicable |
| 17. | <b>Zero Coupon Note Provisions</b>           | Not Applicable |
| 18. | <b>Index Linked Interest Note Provisions</b> | Not Applicable |
| 19. | <b>Dual Currency Note Provisions</b>         | Not Applicable |

**PROVISIONS RELATING TO PHYSICAL DELIVERY**

- |     |  |                |
|-----|--|----------------|
| 20. | <b>Physical Delivery Note Provisions</b> | Not Applicable |
|-----|--|----------------|

**PROVISIONS RELATING TO REDEMPTION**

- |     |  |                |
|-----|--|----------------|
| 21. | <b>Issuer's optional redemption (other than for taxation reasons):</b> | Not Applicable |
| 22. | <b>Redemption at the option of the Noteholders:</b>                    | Not Applicable |
| 23. | <b>Final Redemption Amount:</b>  |                |

- |       |  |  |
|-------|--|--|
| (i)   | Index/Formula:   | Subject to paragraphs 4 and 8 above, each Note shall be redeemed at the Relevant Proportion of the Adjusted Aggregate Nominal Amount on the Maturity Date. |
| (ii)  | Calculation Agent responsible for calculating the Final Redemption Amount (if not the Fiscal Agent): | Société Générale<br>Tour Société Générale<br>17 Cours Valmy<br>92987 Paris La Défense Cedex  |
| (iii) | Provisions for determining the   |  |

redemption amount where calculation by reference to Index and/or Formula is impossible or impracticable: Conditions apply

24. **Early Redemption Amount(s) payable on redemption for taxation reasons or on Event of Default and/or the method of calculating the same (if required or if different from that set out in Condition 7(g) of the Terms and Conditions of the English Law Notes and the Uncertificated Notes and 6(g) of the Terms and Conditions of the French Law Notes):** Market Value
25. **Credit Linked Notes provisions** Not Applicable

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

26. Form of Notes:
- (i) Form: Dematerialised Notes  
Bearer Dematerialised form (*au porteur*)
- (ii) New Global Note: Not Applicable
27. "Payment Business Day" election in accordance with Condition 6(g) of the Terms and Conditions of the English Law Notes and the Uncertificated Notes /5(d) of the Terms and Conditions of the French Law Notes or other special provisions relating to Payment Business Days: Following Payment Business Day
28. Additional Financial Centre(s) for the purposes of Condition 6(g) of the Terms and Conditions of the English Law Notes and the Uncertificated Notes: Paris and London
29. Talons for future Coupons or Receipts to be attached to Definitive Bearer Notes: Not Applicable
30. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay: Not Applicable



31. Details relating to Instalment Notes: Not Applicable
32. Redenomination applicable: Redenomination not applicable
33. Clearing System Delivery Period (Condition 15 of the Terms and Conditions of the English Law Notes and the Uncertificated Notes (*Notices*)): Not Applicable
34. *Masse* (Condition 13 of the Terms and Conditions of the French Law Notes): Applicable
- The initial Representative ("**Représentant de la Masse**") will be :
- SCP SIMONIN - LE MAREC - GUERRIER,  
Huissiers de Justice Associés  
54 rue Taitbout 75009 Paris
- The Representative will be entitled to a remuneration of Euro 500 (VAT included) per year.
35. Swiss Paying Agent(s): Not Applicable
36. Portfolio Manager: Not Applicable
37. Other final terms:
- (a) The Calculation Agent (on behalf of the Issuer) shall procure delivery to the clearing systems of any Credit Event Notice, Notice of Publicly Available Information and/or Final Valuation Notice under the Default Swap for the information of the Noteholders in accordance with Condition 14.
- (b) In the event of any:
- (i) cancellation of Notes in accordance with Condition 6(k), from and including the day of such cancellation, the Initial Aggregate Nominal Amount shall be decreased pro rata to the number of Notes being cancelled; and
- (ii) further issue of Notes in accordance with Condition 15, from and including the day of such further issue, the Initial Aggregate Nominal Amount shall be increased pro rata to the number of Notes being issued.
- (c) Other applicable final terms are set out in Schedules 1 and 2 hereto.
38. Governing law: The Notes (and, if applicable, the Receipts and the Coupons) and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, French law.

**DISTRIBUTION**

39. (i) If syndicated, names of Managers: Not Applicable
- (ii) Date of Syndication Agreement: Not Applicable
- (iii) Stabilising Manager (if any): Not Applicable
40. If non-syndicated, name of relevant Dealer: Société Générale Bank & Trust  
11 avenue Emile Reuter  
2420 Luxembourg  
Luxembourg
41. Total commission and concession: There is no commission and/or concession paid by the Issuer to the Dealer.
42. Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: Not Applicable
43. Additional selling restrictions: Not Applicable
- The Notes may not be legally or beneficially owned at any time by any U.S. Person (as defined in Regulation S) and accordingly are being offered and sold outside the United States to persons that are not U.S. Persons in reliance on Regulation S.
44. Additional U.S. Tax Disclosure Not Applicable

**PURPOSE OF FINAL TERMS**

These Final Terms comprise the final terms required for the issue of the Notes and public offer in France and admission to trading on the regulated market of the Luxembourg Stock Exchange by Société Générale pursuant to its €125,000,000,000 Euro Medium Term Note Programme for which purpose they are hereby submitted.

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms prepared in relation to Series 26537/10-7 Tranche 1.

Signed on behalf of the Issuer:

By: D. FIELDS

*Duly authorised*

**PART B – OTHER INFORMATION****1. LISTING AND ADMISSION TO TRADING**

- (i) Listing: Application has been made for the Notes to be listed on the official list of the Luxembourg Stock Exchange.
- (ii) Admission to trading: Application has been made for the Notes to be admitted to trading on the regulated market of the Luxembourg Stock Exchange with effect from or as soon as practicable after the Issue Date.

**2. RATINGS**

Ratings: The Notes to be issued have not been rated.

**3. NOTIFICATION**

The Commission de Surveillance du Secteur Financier has provided the *Autorité des Marchés Financiers* (AMF) with a certificate of approval attesting that the Debt Issuance Programme Prospectus has been drawn up in accordance with the Prospectus Directive.

The Issuer has authorised the use of these Final Terms and the Debt Issuance Programme Prospectus dated 27 April 2010 by the Dealer and the entities in charge of the distribution of the Notes or any successor or any additional financial intermediary (the **Distributors** and, together with the Dealer, the **Financial Intermediaries**) in connection with offers of the Notes to the public in France for the period set out in paragraph 13 below.

**4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**

Save for any fees payable to the Dealer, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.

Société Générale as Issuer expects to enter into hedging transactions in order to hedge its obligations under the Notes. Should any conflicts of interest arise between (i) the responsibilities of Société Générale as Calculation Agent for the Notes and (ii) Société Générale's hedging transactions, Société Générale hereby represents that such conflicts of interest will be resolved in a manner which respects the interests of the Noteholders

**5. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

- (i) **Reasons for the offer:** See "Use of Proceeds" wording in Debt Issuance Programme Prospectus
- (ii) **Estimated net proceeds:** Not Applicable
- (iii) **Estimated total expenses:** Not Applicable

**6. YIELD** (*Fixed Rate Notes only*)

Not Applicable

**7. HISTORIC INTEREST RATES** (*Floating Rate Notes only*)

Not Applicable

**8. PERFORMANCE OF INDEX/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING** (*Index Linked Notes only*)

For the purposes of the Notes, the Issuer is deemed to have entered into a synthetic Default Swap under which it has synthetically sold to the Default Swap Counterparty protection on a portfolio of Reference Entities (as defined in the Default Swap). The repayment, in part, of the nominal amount at maturity and/or the payment, in part, of interest by the Issuer depends on the non-occurrence of one or more Credit Events with respect to the underlying Reference Entities under the Default Swap during the life of the Notes.

**9. PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT** (*Dual Currency Notes only*)

Not Applicable

**10. INFORMATION REQUIRED FOR SIS NOTES TO BE LISTED ON THE SIX SWISS EXCHANGE**

Not Applicable

**11. OPERATIONAL INFORMATION**

- (i) **ISIN Code:** FR0010893263
- (ii) **Common Code:** 050627578
- (iii) **Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, société anonyme Euroclear France or Euroclear UK & Ireland Limited and the relevant** Not Applicable

identification number(s):

- |      |   |                          |
|------|---|--------------------------|
| (iv) | Delivery:   | Delivery against payment |
| (v)  | Names and addresses of Additional Paying Agent(s) (if any):               | Not Applicable           |
| (vi) | Name and address of Issuer Agent in relation to Finnish Uncertified Notes | Not Applicable           |
| (vi) | Intended to be held in a manner which would allow Eurosystem eligibility: | No                       |

**12. Address and contact details of Société Générale for all administrative communications relating to the Notes:**

Société Générale  
 Tour Société Générale  
 OPER/FIC/EXO  
 17, Cours Valmy,  
 92987 Paris La Défense  
 Telephone: +33 (0)1 42 13 92 41  
 Facsimile: +33 (0)1 42 13 76 33  
 Attention: Lydie Risch

**13. PUBLIC OFFERS**

This paragraph applies only in respect of any offer of Notes made in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**), where such offer is not made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes.

- |   |  |
|---|--|
| - Offer Period:                             | From and including May 31, 2010 up to and including July 29, 2010 in France, provided that, the Issuer reserves the right to close the Offer Period prior to its stated expiry for any reason..                                |
| - Offer Price:                              | The Notes will be offered at the Issue Price increased by fees, if any, as mentioned below.  |
| - Conditions to which the offer is subject: | Offers of the Notes are conditional on their issue and on any additional conditions set out in the standard terms of business of the Financial Intermediaries notified to investors by such relevant Financial Intermediaries. |

The Issuer reserves the right to withdraw the offer and cancel the issuance of the Notes for any reason 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, no such potential investor shall be entitled to subscribe or otherwise acquire the Notes.

- Description of the application process:

Any application for subscription of the Notes shall be sent to :

  - Société Générale (see paragraph 12 of Part B above) for France or any other Financial Intermediary
- Details of the minimum and/or maximum amount of application:

The maximum amount of application of Notes will be subject only to availability at the time of the application. Not Applicable
- Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:

Not Applicable
- 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 on the same date of the net subscription moneys. Investors will be notified by the relevant Financial Intermediary of their allocations of Notes and the settlement arrangements in respect thereof.
- Manner and date in which results of the offer are to be made public:

Publication on the website: <http://prospectus.socgen.com> and in a daily newspaper of general circulation in the relevant place(s) of listing and/or public offer at the end of the subscription period if required by local regulation.
- Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:

Not Applicable
- Categories of potential investors to which the Notes are offered:

Offers may be made by the Financial Intermediaries in France to any person. In other EEA countries, offers (if any) will only be made by the Financial Intermediaries pursuant to an exemption from the obligation under the Prospectus Directive as implemented in such countries to publish a prospectus.

Any investor not located in France should contact its financial advisor, bank or financial intermediary for more information.
- Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:

Notification made by Société Générale (see paragraph 12 of Part B above)

No dealings in the Notes on a regulated market for the purposes of the Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on Markets in Financial Instruments may take place prior to the Issue Date.
- Amount of any expenses and

Taxes charged in connection with the subscription, transfer,

taxes specifically charged to the subscriber or purchaser:

purchase or holding of the Notes must be paid by the Noteholders and the Issuer shall have any obligation in relation thereto. Noteholders should consult professional tax advisers to determine the tax regime applicable to their own situation. The Noteholders should also consult the Taxation section in the Debt Issuance Programme Prospectus.

Subscription fees or purchase fees : none

**Post-issuance information:** The Issuer does not intend to provide any post-issuance information in relation to any assets underlying issues of Notes constituting derivative securities.

**SCHEDULE FOR EQUITY LINKED NOTES:** Not Applicable

#### **Additional Information**

**Location where the Prospectus, any Supplements thereto and the Final Terms can be collected or inspected free of charge in France:**

The Final Terms and the Debt Issuance Programme Prospectus and any amendments or supplements thereto are available in electronic form on the website of the Issuer on <http://prospectus.socgen.com>.

**Schedule 1: General Provisions**

*(this Schedule forms part of the Final Terms to which it is attached)*

**The Default Swap**

**Default Swap** means a synthetic credit default swap between the Issuer and Société Générale as default swap counterparty (the **Default Swap Counterparty**) in the form attached as Schedule 2 and relating to a portfolio of Reference Entities as disclosed in Appendix A of Schedule 2 (the **Reference Portfolio**). Pursuant to the Default Swap, the Protection Buyer (as defined in the Default Swap) would have the right to exercise the credit default provisions immediately upon (and at any time subsequent to) the occurrence of a Credit Event (as defined in the Default Swap) in respect of one or more Reference Entities within the Reference Portfolio during the period from and including the Effective Date (as defined in the Default Swap) to and including the Latest Determination Time (as defined in the Default Swap). The amount at which the Notes will be redeemed at their Maturity Date will depend on whether the Conditions to Settlement have been satisfied in respect of one or more Reference Entities within the Reference Portfolio. Consequently, the redemption amount payable in respect of the Notes is linked to the credit risk of the Reference Portfolio.



**Schedule 2: Form of Confirmation of Default Swap**

*(this Schedule forms part of the Final Terms to which it is attached)*

The following pro forma portfolio credit default swap confirmation sets out the terms relating to the Default Swap referred to in the Final Terms to which this pro forma confirmation (the **Confirmation**) is attached. For the purpose of determining the Final Redemption Amount, the Issuer shall be deemed to have entered into a portfolio credit default swap transaction (for the purposes of this Confirmation, the **Transaction**), acting as a hypothetical protection seller, on the terms set out below. The counterparty in relation to such Transaction shall, for the avoidance of doubt, be Société Générale acting as a hypothetical protection buyer. Other than for the purposes of calculation referred to above, in no event shall the parties be deemed to have entered into a transaction on the terms set out below. Any notice or communication required to be given by a person pursuant to the Confirmation will be deemed to have been given, and will be deemed effective, on the date on which it is sent by or on behalf of such person. Any determinations or notifications to be made by Société Générale as Protection Buyer hereunder (except in relation to the selection of Selected Obligations and the Notice of Selected Obligations) shall be made by the Calculation Agent in its sole and absolute discretion as if, for the purposes of this Transaction, the Calculation Agent were the Protection Buyer.

This Confirmation shall supplement, form part of, and be subject to an agreement in the form of the 1992 ISDA Master Agreement (Multicurrency – Cross Border) (the **1992 Form**) as if an agreement in such form had been executed (but without any Schedule except for the election of English Law as the governing law, EUR as the Termination Currency and the deletion of the Events of Default and Termination Events in Section 5 in respect of each party) on the Trade Date of the Transaction. In the event of any inconsistency between the provisions of the 1992 Form and this Confirmation, this Confirmation will prevail.

The definitions and provisions contained in the 2003 ISDA Credit Derivatives Definitions as published by the International Swaps and Derivatives Association, Inc., the May 2003 Supplement thereto and the 2005 Matrix Supplement to the ISDA 2003 Credit Derivatives Definitions dated the nearest date falling before the Trade Date (the **Matrix**), as amended hereunder (the **Credit Derivatives Definitions**), as published by the International Swaps and Derivatives Association, Inc., are incorporated into the terms relating to the Default Swap. In the event of any inconsistency between the Credit Derivatives Definitions and this Confirmation, this Confirmation will govern. Copies of the 2003 ISDA Credit Derivative Definitions, the May 2003 Supplement and the 2005 Matrix Supplement to the ISDA 2003 Credit Derivatives Definitions dated the nearest date falling before the Trade Date (the **Matrix**) referred to above may be obtained free of charge during normal business hours at the office of the Luxembourg Paying Agent.

The terms of the Default Swap to which this Confirmation relates are as follows:

**1. GENERAL TERMS:**

Trade Date:	April 23, 2010
Effective Date:	Issue Date
Scheduled Termination Date:	July 11, 2016, subject to adjustment in accordance with the Following Business Day Convention.
Termination Date:	The Maturity Date (as defined in the Final Terms).
Floating Rate Payer:	The Issuer (as defined in paragraph 1 PART A above) (the Protection Seller).
Fixed Rate Payer:	Société Générale (the Protection Buyer).
Calculation Agent:	Société Générale

Calculation Agent City:	Paris
Business Days:	Paris, London, and TARGET2 Settlement Day
Business Day Convention:	Following.
Reference Entity:	Each Reference Entity specified in Appendix A hereto and any Successor to such entity. For the avoidance of doubt, subject to Section 3.9 of the Credit Derivatives Definitions, following an Event Determination Date in respect of a Reference Entity, such entity shall cease to be a Reference Entity for the purposes of this Transaction (save for the purposes of all settlement obligations related to such Event Determination Date) and shall be deemed removed from the Reference Portfolio save as provided herein, provided that such entity may become a Reference Entity following such deemed removal if, following a Succession Event, it is deemed to be a Reference Entity as a result of the application of the procedures set forth in this Confirmation with respect to the determination of Successors.
Transaction Type:	In respect of each Reference Entity, the type specified for such Reference Entity in Appendix A hereto, save that, the Calculation Agent shall, in its sole and absolute discretion, determine the applicable Transaction Type for any Successor Reference Entity. Section 2.31 of the Credit Derivatives Definitions shall not apply. Terms related to each Transaction Type (including but not limited to the Credit Events, characteristics of the Obligations, characteristics of the Deliverable Obligation, applicability of All Guarantees and applicability of any additional Provisions, together with all other relevant information) are described in the Matrix.
Reference Entity Notional Amount:	In respect of a Reference Entity, the Reference Entity Notional Amount for such Reference Entity shall be an amount equal to the product of the Reference Entity Weighting and the Initial Reference Portfolio Notional Amount; provided that such amount shall be subject to adjustment as provided in paragraphs (a) and (b) of paragraph 6(f) below and Section 2.2 of the Credit Derivatives Definitions, as modified by the "Successors" provision below.
Reference Entity Weighting:	In respect of each Reference Entity, the percentage specified as such in Appendix A hereto.
Initial Reference Portfolio Notional Amount:	Subject to paragraph 8 below, the Initial Aggregate Nominal Amount.
Selected Obligation:	<p>In respect of each Reference Entity, each obligation of a Reference Entity (either directly or as a provider of any Qualifying Guarantee if "All Guarantees" is specified to be applicable to the relevant Transaction Type in the Matrix), which is the subject of a Credit Event Notice that:</p> <ul style="list-style-type: none"><li>(a) (i) is selected by the Protection Buyer in its sole and absolute discretion; and</li><li>(ii) is notified to the Protection Seller pursuant to a Notice of Selected Obligations; and</li><li>(iii) would, if Physical Settlement had been selected to apply, have constituted a Deliverable Obligation with respect to the relevant Reference Entity by satisfying the Deliverable Obligation Category and having the Deliverable Obligation</li></ul>

Characteristics specified in the Matrix in respect of the Transaction Type assigned to such Reference Entity, in each case as of the Valuation Date; or

- (b) is the Reference Obligation (and, for the avoidance of doubt, the Reference Obligation shall not be required to satisfy the Deliverable Obligation Category and Deliverable Obligation Characteristics specified in the Matrix in respect of the Transaction Type assigned to such Reference Entity, as of the Valuation Date).

Reference Obligations: In respect of each Reference Entity, an obligation which as of the Effective Date is specified as such in Appendix A hereto and any Substitute Reference Obligation in respect thereof.

All Guarantees: In respect of any Reference Entity, applicable if specified as applicable in respect of the Transaction Type applicable to such Reference Entity in the Matrix.

Reference Price: 100%

Successors: (I) Section 2.2(a) of the Credit Derivatives Definitions is amended by deleting the words "for the entire Credit Derivative Transaction" from each of clauses (i) and (ii) and replacing them therefore with the words "in respect of such Reference Entity";

(II) Section 2.2(a) of the Credit Derivatives Definitions is amended by deleting the words "for a New Credit Derivative Transaction determined in accordance with the provisions of Section 2.2(e)" from each of clauses (iii) and (iv) and replacing them therefore with "subject to Section 2.2(e) and the Reference Portfolio shall be deemed to be amended accordingly";

(III) Section 2.2(d)(i) of the Credit Derivatives Definitions is amended by replacing "a Credit Derivative Transaction" with "a Reference Entity"; and the last line of Section 2.2(d) of the Credit Derivatives Definitions is amended by replacing "each relevant Credit Derivative Transaction" with "each relevant Reference Entity";

(IV) Section 2.2(e) of the Credit Derivatives Definitions shall be replaced in its entirety by the following:

"Where, pursuant to Section 2.2(a), more than one Successor has been identified in relation to a particular Reference Entity:

(i) each such Successor will be a Reference Entity (a "**Successor Reference Entity**") for the purposes of the Credit Derivative Transaction (and, for the avoidance of doubt, the Reference Entity which was the subject of the Succession Event shall cease to be a Reference Entity except where it is a Successor Reference Entity);

(ii) the Reference Entity Notional Amount in respect of each such Successor Reference Entity shall be the Reference Entity Notional Amount in respect of the Reference Entity which was the subject of the Succession Event immediately prior to the application of Section 2.2 divided by the number of Successor Reference Entities; and

- (iii) the Calculation Agent shall determine any modifications to the terms of the Credit Derivative Transaction required to preserve the economic effects of the Credit Derivative Transaction prior to the Succession Event."
- (V) If a Successor is already a "Reference Entity" at the time Section 2.2 of the Credit Derivatives Definitions is applied (and is not itself the subject of the Succession Event), the Reference Entity Notional Amount with respect to that Reference Entity shall be equal to the sum of (i) the Reference Entity Notional Amount in respect of the Reference Entity immediately prior to the application of Section 2.2 of the Credit Derivatives Definitions and (ii) the Reference Entity Notional Amount in respect of such Reference Entity as a result of the application of Section 2.2(e)(ii) of the Credit Derivatives Definitions (as amended hereby).
- (VI) If a Successor is already a Reference Entity at the time Section 2.2 of the Credit Derivatives Definitions is applied and, as a result of the relevant Succession Event, such Reference Entity would have more than one Reference Obligation, (a) the immediately preceding paragraph shall not apply, (b) there shall be deemed to be a separate Reference Entity hereunder associated with each such Reference Obligation, (c) the Reference Entity Notional Amount of the Reference Entity that was already a Reference Entity immediately prior to the application of Section 2.2 of the Credit Derivatives Definitions shall equal the Reference Entity Notional Amount in respect of such Reference Entity immediately prior to such application, (d) the Reference Entity Notional Amount of the Successor determined by application of Section 2.2 of the Credit Derivatives Definitions shall equal the amount determined by application of Section 2.2(e)(iii) of the Credit Derivatives Definitions (as amended hereby) and (e) the Conditions to Settlement may be satisfied, and settlement with respect thereto may occur, separately for each such Reference Entity.

**2. FIXED PAYMENTS:**

Not Applicable.

**3. FLOATING PAYMENTS:**

Floating Rate Payer  
Calculation Amount:

With respect to a Reference Entity, the Reference Entity Notional Amount in respect of such Reference Entity.

Conditions to Settlement:

Credit Event Notice

Notifying Party: Protection Buyer

Notice of Publicly Available Information: Applicable

Specified Number: Two

For the avoidance of doubt, the Conditions to Settlement may be satisfied more than once in relation to this Transaction, but once only in respect of any one Reference Entity, save as otherwise provided herein.

Event Determination Date:

Section 1.8 of the Credit Derivatives Definitions is replaced in its entirety with the following:

“Event Determination Date” means in relation to any Reference Entity, the first date on which both the Credit Event Notice and Notice of Publicly Available Information are effective with respect to such Reference Entity.”

For the purposes of this Transaction, the Credit Event Notice and Notice of Publicly Available Information will be deemed effective upon their delivery to the clearing systems pursuant to paragraph 33 of the Final Terms.

Except in the case of the delivery of multiple Credit Event Notices as provided in Section 3.9 of the Credit Derivatives Definitions as aforesaid (and without prejudice to Section 2.2 of the Definitions as amended herein), there may only be one Event Determination Date with respect to each Reference Entity.

**Credit Event Notice:** The Protection Buyer shall, upon the delivery of a Credit Event Notice prior to the Latest Determination Time in accordance with the foregoing, procure that a copy of such Credit Event Notice is delivered to the Calculation Agent. For the avoidance of doubt, such additional delivery shall not constitute a Condition to Settlement.

Section 3.3 of the Credit Derivatives Definitions shall be amended by replacing each reference to “Scheduled Termination Date” by “Credit Protection End Date”.

**Credit Protection End Date** The fourth Business Day preceding the Scheduled Termination Date.

**Notice Delivery Period:** Sections 1.9, 1.11, 1.12 and 4.6 of the Credit Derivatives Definitions shall each be deemed to be amended by deleting the words “the date that is fourteen calendar days after”.

**Credit Events:** In respect of a Reference Entity, the Credit Events specified in the Matrix in respect of the Transaction Type applicable to such Reference Entity.

**Latest Determination Time:** 5.00 p.m. (Paris time) on the Scheduled Termination Date.

**Obligations:** The Reference Obligations (for the avoidance of doubt the Reference Obligations are not subject to the Obligation Category and Obligation Characteristics below); and

Any Obligations meeting the Obligation Category and Obligation Characteristics below:

**Obligation Category:**

In respect of a Reference Entity, the Obligation Category specified in the Matrix in respect of the Transaction Type applicable to such Reference Entity.

**Obligation Characteristics:**

In respect of a Reference Entity, the Obligation Characteristics specified in the Matrix in respect of the Transaction Type applicable to such Reference Entity.

**Excluded Obligations:** None.

**4. SETTLEMENT TERMS:**

Settlement Method: Cash Settlement.

Section 3.1 and Section 6.1 of the Credit Derivatives Definitions shall be amended by deleting each reference therein to "Credit Derivative Transaction" and replacing that term therefore with "Reference Entity".

References in Article VII of the Credit Derivatives Definitions to "Reference Obligations" shall be interpreted as references to "Selected Obligations".

Notice of  
Selected Obligations:

In respect of a Reference Entity for which an Event Determination Date has occurred, an irrevocable written notice from the Protection Buyer to the Protection Seller and the Calculation Agent, delivered on or before the day that falls four (4) Business Days prior to the Valuation Date, specifying one or more Selected Obligations and the outstanding principal amount (excluding accrued interest) of each Selected Obligation (each, the **Selected Obligation Amount**), provided that the sum of the Selected Obligation Amounts (converted, if necessary, into the Settlement Currency on the Notice of Selected Obligations Delivery Date by the Calculation Agent acting in a commercially reasonable manner) shall be at least equal to the Reference Entity Notional Amount in respect of such Reference Entity (calculated, if applicable, in accordance with Section 3.9 of the Credit Derivatives Definitions, as amended in paragraph 6 of this Confirmation).

The Protection Buyer may notify the Protection Seller that it is changing one or more Selected Obligations to be valued or the detailed description thereof in the Notice of Selected Obligations, but each such notice must be effective on or prior to the Valuation Date (determined without reference to any such change). Notwithstanding the foregoing, the Protection Buyer may correct any errors or inconsistencies in the detailed description of the Selected Obligations in the Notice of Selected Obligations by notice to the Protection Seller prior to the Valuation Date.

Notice of Selected  
Obligations Delivery Date:

The day on which the Protection Buyer delivers the Notice of Selected Obligations to the Protection Seller.

Terms Relating to Cash Settlement:

Valuation Date: In respect of each Selected Obligation specified in a Notice of Selected Obligations with respect to a Reference Entity pursuant to the provisions of "Selected Obligations" above, Single Valuation Date will be applicable and the Valuation Date will be on or before the 45th Business Day following the relevant Event Determination Date.

Valuation Time: Any time on the applicable Valuation Date during the hours that Dealers customarily quote prices for the relevant Selected Obligation in the Calculation Agent City.

Quotation Method: Bid.

Quotation Amount: In respect of a Selected Obligation, an amount which shall not exceed the Selected Obligation Amount and shall be not less than USD 1,000,000 or its equivalent in the currency of the relevant Obligation Currency.

Quotation Dealers:	JP Morgan Chase & Co, Merrill Lynch International, The Royal Bank of Scotland plc, Morgan Stanley & Co., Credit Suisse International, Goldman Sachs International, Deutsche Bank AG, Commerzbank AG, UBS AG, ABN AMRO Bank N.V., Bank of America, National Association, Barclays Bank PLC, BNP Paribas S.A., Citigroup Global Markets Limited, Dresdner Bank AG, HSBC Holdings Plc, and any additional first class dealer in obligations of the type of obligation(s) for which Quotations are to be obtained, selected by the Calculation Agent.
Settlement Currency:	EUR
Cash Settlement Date:	In respect of a Reference Entity, the later of (i) the Scheduled Termination Date and (ii) the date falling four (4) Business Days after the Final Valuation Notice Receipt Date for such Reference Entity.
Cash Settlement Amount:	As determined on a Final Valuation Notice Receipt Date (each such date, a <b>Determination Date</b> ), the Cash Settlement Amount shall be the Loss Amount determined in respect of such Final Valuation Notice Receipt Date.
Aggregate Cash Settlement Amount:	Subject to paragraph 8 below, prior to the occurrence of the first Determination Date, zero and, thereafter, on a Determination Date, an amount equal to the sum of the Aggregate Cash Settlement Amount immediately prior to such Determination Date and the sum of all Cash Settlement Amounts specified in all Final Valuation Notices on such Determination Date.
Portfolio Notional Amount:	On each day, an amount equal to the Initial Reference Portfolio Notional Amount minus the Aggregate Cash Settlement Amount as of such day.
Aggregate Loss Amount:	Subject to paragraph 8 below, prior to the occurrence of the first Determination Date, zero and, thereafter, on a Determination Date, an amount equal to the sum of the Aggregate Loss Amount immediately prior to such Determination Date and the sum of all Loss Amounts specified in all Final Valuation Notices on such Determination Date.
Loss Amount:	In respect of a Reference Entity in respect of which an Event Determination Date has occurred, an amount equal to the greater of (a) the product of (i) the Reference Entity Notional Amount and (ii) the Reference Price less the Final Value for that Reference Entity, and (b) zero.
Quotations:	Exclude Accrued Interest
Final Value:	In respect of a Reference Entity, in the Calculation Agent's sole and absolute discretion, either (a) the price (expressed as a percentage) determined by a Settlement Protocol or (b) the weighted average (expressed as a percentage of the Reference Entity Notional Amount) of the Final Prices, each determined in respect of each Selected Obligation specified in the Notice of Selected Obligations, weighted by reference to each Selected Obligation Amount (each such amount converted, if necessary, into the Settlement

- Currency on the Valuation Date by the Calculation Agent acting in a commercially reasonable manner).
- Final Price: In respect of each Selected Obligation, the price (expressed as a percentage of the relevant Selected Obligation Amount rounded up to four decimal places) determined by the Calculation Agent in accordance with Clause 7.7 of the Credit Derivatives Definitions and the specified Valuation Method.
- Settlement Protocol: A market protocol, published by the International Swaps and Derivatives Association, Inc. or any other recognised association or organisation and selected by the Calculation Agent (including, for the avoidance of doubt, any Auction Settlement), in respect of the relevant Reference Entity and that has been established for the purposes of amending the terms of one or more type of transactions similar to this Transaction with the intention that a final price in respect of a Reference Entity be determined in accordance with such market protocol and be used to determine the amounts payable by and/or rights and obligations of the parties under such transactions which relate to the relevant Reference Entity.
- Auction Settlement: Any market settlement protocol established and published by the Determinations Committee which provides for the valuation of any obligations of a Reference Entity in respect of which a Credit Event has occurred and which is to be used to determine the amounts payable between the parties to a credit derivatives transaction referencing such Reference Entity, all as defined in Section 12.1 of the ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement.
- Determinations Committee: The committee established by ISDA for purposes of reaching certain Determinations Committee Resolutions (including but not limited to the determination of the occurrence of a Credit Event and the establishment of the Auction Settlement) in connection with Credit Derivative Transactions, as more fully described in the Credit Derivatives Determinations Committees Rules as defined in Section 1.22. of the ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement.
- ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement: The 2009 ISDA Credit Derivatives Determinations Committees and Auction Settlement Supplement to the 2003 ISDA Credit Derivatives Definitions published on July 14, 2009, as amended from time to time.
- Valuation Method: In respect of each Selected Obligation notified in the Notice of Selected Obligations, Market.
- Final Valuation: The Calculation Agent (on behalf of the Protection Buyer) will send a Final Valuation Notice to (i) the Protection Seller, with a copy to the Protection Buyer and (ii) to the clearing system for the information of the Noteholders (as defined in the Final Terms to which this Default Swap is annexed), in both cases no later than seven (7) Business Days after the Valuation Date or the date on which the price is determined under a Settlement Protocol.



Final Valuation Notice: A notice in respect of a Reference Entity the subject of an Event Determination Date specifying *inter alia* the following information:

- (a) the Selected Obligations used to determine the Cash Settlement Amount;
- (b) each relevant Final Price (including details of the calculation thereof), if applicable;
- (c) the date on which each Final Price has been determined, if applicable;
- (d) the Final Value;
- (e) the relevant Loss Amount;
- (f) the Aggregate Loss Amount;
- (g) the Cash Settlement Amount;
- (h) the Aggregate Cash Settlement Amount; and
- (i) the Cash Settlement Date.

Final Valuation Notice

Receipt Date: Each day upon which a Final Valuation Notice is sent to the clearing system for the information of the Noteholders.

## 5. THE REFERENCE PORTFOLIO

The **Reference Portfolio** shall consist of the portfolio of Reference Entities.

## 6. FURTHER AMENDMENTS TO THE CREDIT DERIVATIVES DEFINITIONS

For the purposes of this Confirmation:

- (a) Section 2.32(a) of the Credit Derivatives Definitions shall be deleted and replaced in its entirety by the following:

"If "Restructuring Maturity Limitation and Fully Transferable Obligation Applicable" is specified and Restructuring is the only Credit Event specified in a Credit Event Notice delivered by the Protection Buyer, then a Deliverable Obligation can be selected as a Selected Obligation for the purposes of determining a Loss Amount only if it (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the Restructuring Maturity Limitation Date."

- (b) Section 2.33(a) of the Credit Derivatives Definitions shall be deleted and replaced in its entirety by the following:

"If "Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable" is specified and Restructuring is the only Credit Event specified in a Credit Event Notice delivered by the Protection Buyer, then a Deliverable Obligation can be selected as a Selected Obligation for the purposes of determining a Loss Amount only if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date."

- (c) The second paragraph of Section 2.32(b) of the 2003 Credit Derivatives Definitions shall be deleted and replaced in its entirety by the following:

"For purposes of determining whether a Deliverable Obligation satisfies the requirements of the definition of Fully Transferable Obligation, such determination shall be made as of the Valuation

Date, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the Protection Buyer."

- (d) Section 2.33(b)(ii) of the Credit Derivatives Definitions shall be deleted and replaced in its entirety by the following:

"For purposes of determining whether a Deliverable Obligation satisfies the requirements of the definition of Conditionally Transferable Obligation, such determination shall be made as of the Valuation Date, taking into account only the terms of the Deliverable Obligation and any related transfer or consent documents which have been obtained by the Protection Buyer."

- (e) Section 7.5(a) of the Credit Derivatives Definitions is hereby amended by deleting the following language from the second and third lines thereof: "with only one Reference Obligation and only one Valuation Date".

- (f) Section 3.9 of the Credit Derivatives Definitions is deleted and replaced in its entirety by the following:

**"Section 3.9 Credit Event Notice After Restructuring.**

(a) In the event that Restructuring is the only Credit Event specified in a Credit Event Notice, the Notifying Party shall specify the portion (an "Exercise Amount") of the Reference Entity Notional Amount in respect of which the Conditions to Settlement are being satisfied in such Credit Event Notice. Such Exercise Amount shall be determined in the sole and absolute discretion of the Notifying Party but shall be an amount that is at least 1,000,000 units of the currency (or, if Japanese Yen, 100,000,000 units of the currency) in which the Reference Entity Notional Amount is denominated or an integral multiple thereof or the entire then outstanding Reference Entity Notional Amount. In no case may the Exercise Amount exceed the Reference Entity Notional Amount.

(b) For the purposes of Paragraph 4 (*Settlement Terms*) above, the Reference Entity Notional Amount of the relevant Reference Entity shall be deemed to be the Exercise Amount.

(c) In the event that the Conditions to Settlement are satisfied with respect to any Reference Entity and the Exercise Amount is less than the relevant Reference Entity Notional Amount, that Reference Entity shall continue to be a Reference Entity for the purposes of the Transaction and:

(i) shall have a Reference Entity Notional Amount equal to its Reference Entity Notional Amount immediately prior to the relevant Event Determination Date minus the ratio of that Exercise Amount over the Reference Entity Notional Amount immediately prior to the relevant Event Determination Date (expressed as a percentage); and

(ii) the Conditions to Settlement may be satisfied on one or more future occasions with respect to that Reference Entity (including without limitation, with respect to a Restructuring Credit Event in relation to which a Credit Event Notice has been sent on one or more previous occasions), provided in each case that the Reference Entity Notional Amount of that Reference Entity prior to such satisfaction is greater than zero."

**7. THIS TRANSACTION NOT A CONTRACT OF INSURANCE**

The parties confirm that this Transaction is not intended to be and does not constitute a contract of surety, insurance, guarantee or indemnity. The parties acknowledge that the payments to be made by the Protection Seller will be made independently and are not conditional upon the Protection Buyer sustaining or being

exposed to risk or loss and that the rights and obligations of the parties hereunder are not dependent upon the Protection Buyer owning or having any legal, equitable or other interest in any Reference Entity or Reference Obligation or Selected Obligation.

## **8. PARTIAL REDEMPTION AND/OR PURCHASE OF THE NOTES AND ISSUANCE OF FURTHER NOTES**

(a) The Protection Seller may (i) purchase and redeem the Notes in accordance with Conditions 6(j) and 6(k) (a **Purchase and Redemption**) and/or (ii) issue further Notes in accordance with Condition 15 (a **Further Issue**), in each case in accordance with the more detailed provisions of the Notes.

(b) Upon a Purchase and Redemption, the obligations of the parties under this Transaction shall be reduced pro-rata with the proportion of the number of Notes so purchased and redeemed.

(c) Upon a Further Issue, the obligations of the parties under this Transaction shall be increased pro-rata with the proportion of the number of Notes so issued.

(d) Upon an adjustment of the Transaction upon a Purchase and Redemption or Further Issue:

(i) the Aggregate Loss Amount shall be the product of (x) the Aggregate Loss Amount immediately prior to such adjustment multiplied by (y) the quotient of the number of Notes in issue immediately after such adjustment divided by the number of Notes in issue immediately before such adjustment;

(ii) the Aggregate Cash Settlement Amount shall be the product of (x) the Aggregate Cash Settlement Amount immediately prior to such adjustment multiplied by (y) the quotient of the number of Notes in issue immediately after such adjustment divided by the number of Notes in issue immediately before such adjustment; and

(iii) the Initial Reference Portfolio Notional Amount shall be the product of (x) the Initial Reference Portfolio Notional Amount immediately prior to such adjustment multiplied by (y) the quotient of the number of Notes in issue immediately after such adjustment divided by the number of Notes in issue immediately before such adjustment.

## **9. GOVERNING LAW**

This Confirmation will be governed and construed in accordance with English law.

**APPENDIX A**
**Reference Portfolio**

<i>Reference Entity</i>	<i>Reference Entity Type</i>	<i>Reference Entity Weighting</i>	<i>Reference Obligation</i>
ACCOR	Standard European Corporate	5.00%	FR0010720045
Altria Group, Inc.	Standard North American Corporate	5.00%	US02209SAD53
ARCELORMITTAL	Standard European Corporate	5.00%	US03938LAF13
Avis Budget Car Rental, LLC	Standard North American Corporate	5.00%	US053773AF49
BRITISH AIRWAYS PLC	Standard European Corporate	5.00%	XS0133582147
BRITISH TELECOMMUNICATIONS public limited company	Standard European Corporate	5.00%	XS0097283096
Citigroup Inc.	Standard North American Corporate	5.00%	US172967BC45
FIAT S.P.A.	Standard European Corporate	5.00%	XS0244126107

General Electric Capital Corporation	Standard North American Corporate	5.00%	US36962G3H54
HeidelbergCement AG	Standard European Corporate	5.00%	DE000A0TKUU3
MOTOROLA, INC.	Standard North American Corporate	5.00%	US620076AK59
PERNOD RICARD	Standard European Corporate	5.00%	FR0010398263
PROLOGIS	Standard North American Corporate	5.00%	US743410AE29
ProSiebenSat.1 Media AG	Standard European Corporate	5.00%	XS0192644911
RHODIA	Standard European Corporate	5.00%	XS0270503369
Scandinavian Airlines System Denmark-Norway-Sweden	Standard European Corporate	5.00%	XS0131066903
STORA ENSO OYJ	Standard European Corporate	5.00%	XS0194948617
THYSSENKRUPP AG	Standard European Corporate	5.00%	XS0214238239
TOYS "R" US, INC.	Standard North American Corporate	5.00%	US892335AL43
WENDEL	Standard European Corporate	5.00%	XS0253989635