



## CODEIS SECURITIES S.A. as Issuer

*(a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 15, boulevard Prince-Henri, L-1724 Luxembourg and registered with the Luxembourg trade and companies register under number B.136.823, subject to the Luxembourg act dated 22 March 2004 on securitisation, as amended (the Securitisation Act 2004))*

**acting in respect of Compartment A0049**

**Issue of up to EUR50,000,000 Series 8/14.12/A0049 Notes due 12 December 2022 linked to the Finvex Sustainable Efficient Europe 30 Index**

**under the €100,000,000,000  
Limited Recourse Notes Programme**

This prospectus (the "**Prospectus**") relates to up to EUR50,000,000 notes due 12 December 2022 (the "**Notes**") linked to the Finvex Sustainable Efficient Europe 30 Index (the "**Index**") to be issued by Codeis Securities S.A. (the "**Company**") acting in respect of Compartment A0049 (the "**Issuer**") (being the eighth series of notes issued by the Company in respect of Compartment A0049) pursuant to its €100,000,000,000 Limited Recourse Notes Programme (the "**Programme**"). The Issuer is subject to the Grand Duchy of Luxembourg (Luxembourg) act dated 22 March 2004 on securitisation, as amended (the **Securitisation Act 2004**). Application has been made to the Commission de Surveillance du Secteur Financier (the "**CSSF**") to approve this document as a prospectus in its capacity as competent authority under the Luxembourg act dated 10 July 2005 on prospectuses for securities (as amended) (the "**Prospectus Act 2005**") which implemented Directive 2003/71/EC of the European Parliament and of the Council of the European Union (the "**Prospectus Directive**") in Luxembourg. In accordance with Article 7(7) of the Prospectus Act 2005, by approving this Prospectus, the CSSF shall give no undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Issuer.

The terms and conditions applicable to the Notes (the "**Terms and Conditions of the Notes**" or the "**Conditions**") are incorporated by reference herein (from the base prospectus relating to the Programme dated 20 June 2012 as supplemented pursuant to the first supplement dated 29 June 2012 and the second supplement dated 16 August 2012 (the "**Base Prospectus**")), save that the aggregate nominal amount of the Notes, the issue price of the Notes and certain other terms and conditions applicable to the Notes are specified in the issue specific terms set out under the heading "Issue Specific Terms" in this Prospectus (the "**Issue Specific Terms**"). Words and expressions defined in the Terms and Conditions of the Notes shall have the same meanings when used herein provided that references in the Terms and Conditions of the Notes to the "Final Terms" shall be deemed to be references to the Issue Specific Terms.

This Prospectus will be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) in accordance with article 16 of the Prospectus Act 2005. Copies of this Prospectus can also be obtained at the registered office of the Issuer and the specified office of each of the Paying Agents (as defined below), in each case at the address given at the end of this Prospectus.

In respect of the Compartment and the Notes, and following a Note Acceleration (as defined below) in respect of the Note, the entitlement of the holder of the Note as against the Issuer will be limited to such Noteholder's *pro rata* share of the proceeds of the relevant Charged Assets applied in accordance with the Order of Priority specified in the Issue Specific Terms. If, in respect of any Note, the net proceeds of the enforcement or liquidation of the relevant Charged Assets applied as aforesaid are not sufficient to make all payments due in respect of the Note (such difference between the amounts due in respect of the Relevant Note and the net proceeds of the enforcement or liquidation of the relevant Charged Assets received by the Holder of such Relevant Note being the **Residual Shortfall Amount**), then (i) no other assets of the Issuer will be available to meet such Residual Shortfall Amount, (ii) the claims of the holder of the Note as against the Issuer in respect of any such Residual Shortfall Amount shall be extinguished and (iii) neither the holder of a Note nor any person on its behalf shall have the right to petition for the winding-up of the Issuer as a consequence of any such Residual Shortfall Amount or otherwise. Noteholders, by acquiring the Notes, expressly accept, and shall be deemed to be bound by, the provisions of the Securitisation Act 2004 and, in particular, the provisions with respect to compartments, limited recourse, non-petition, subordination and priority of payments.

The Notes will not be rated.

The Notes described herein may not be legally or beneficially owned at any time by any U.S. Person (as defined in Regulation S under the Securities Act) 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.

Prospective investors are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

Prospective investors should have regard to the factors described under the section headed "**Risk Factors**" in this Prospectus.

**ARRANGER**  
**Societe Generale Corporate & Investment Banking**

**The date of this Prospectus is 17 October 2014**

This Prospectus constitutes a "prospectus" for the purposes of Article 5.3 of the Prospectus Directive as amended (including the amendments made by Directive 2010/73/EU (the "**2010 PD Amending Directive**") to the extent that such amendments have been implemented in a Member State of the European Economic Area) and Part II of the Prospectus Act 2005 in respect of the Notes.

The Notes have not been nor will be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), or under any state securities laws, and are subject to U.S. tax law requirements. Accordingly, the Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from the registration requirements of the Securities Act in a transaction that will not cause the Issuer or any Compartment, as the case may be, to become required to register under the Investment Company Act of 1940, as amended. 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 (i) to the Issuer or any affiliate thereof, (ii) outside the United States in compliance with Rule 903 or Rule 904 under the Securities Act, or (iii) pursuant to an effective registration statement under the Securities Act, in each case in accordance with all applicable U.S. state securities laws.

**THE NOTES DESCRIBED HEREIN ARE DESIGNATED AS PERMANENTLY RESTRICTED NOTES. AS A RESULT THEY ARE AVAILABLE ONLY TO INVESTORS WHO ARE (1) LOCATED OUTSIDE THE UNITED STATES, AND WHO ARE (2) NON-U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT AND RULE 4.7 UNDER THE COMMODITY EXCHANGE ACT (AS SUCH TERMS MAY BE AMENDED FROM TIME TO TIME)).**

**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.**

**The Issuer, Trustee and Custodian or their affiliates shall not be obligated to recognize any resale or other transfer of the Notes made other than in compliance with these restrictions. Any transfer of the Notes to any person within the United States or any U.S. Person shall be void ab initio. The Issuer, Trustee and Custodian may require any person within the United States or any U.S. Person to transfer the Notes immediately to a non-U.S. Person in an offshore transaction pursuant to Regulation S. The Trustee may also redeem for cancellation any such Notes from any such person on a compulsory basis.**

**THE NOTES MAY NOT BE SUITABLE INVESTMENTS FOR ALL INVESTORS. NO INVESTOR SHOULD PURCHASE A NOTE UNLESS SUCH INVESTOR UNDERSTANDS, AND IS ABLE TO BEAR, THE YIELD, MARKET, LIQUIDITY, STRUCTURE, REDEMPTION AND OTHER RISKS ASSOCIATED WITH THE NOTE. FOR FURTHER DETAILS, SEE "*RISK FACTORS*" HEREIN.**

The Issuer accepts responsibility for the information contained in this Prospectus in relation to any investor who acquires any Notes in an offer made by any person to whom consent has been given to use this Prospectus. This Prospectus includes information relating to Delta Lloyd Bank S.A. which has been extracted from the website of Delta Lloyd Bank S.A. at the date of this Prospectus. The Issuer has not independently verified such information. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information provided by Delta Lloyd Bank S.A. on its website, no facts have been omitted which would render the reproduced information inaccurate or misleading.

To the best of the knowledge and belief of the Issuer (each having taken all reasonable care to ensure that such is the case), the information contained (or incorporated by reference) in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Prospectus has been prepared on the basis that, except to the extent sub-paragraph (ii) below may apply, any offer of the Notes in any Member State of the European Economic Area which has implemented the

Prospectus Directive (each, a "**Relevant Member State**") will be 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 the Notes. Accordingly, any person making or intending to make an offer in that Relevant Member State of the Notes which are subject of the offering contemplated in this Prospectus as set out in the Issue Specific Terms, may only do so (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer, or (ii) if a prospectus for such offer has been approved by the competent authority in that Relevant Member State, or where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State and (in either case) published, all in accordance with the Prospectus Directive. Except to the extent that sub-paragraph (ii) above may apply, neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of the Notes in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

The Issuer has consented to the use of this Prospectus by Delta Lloyd Bank S.A. (the "**Distributor**") in respect of the public offer of the Notes in Belgium during the period from 21 October 2014 to 28 November 2014 (each inclusive) (the "**Offer Period**"). The Distributor is the only party authorised to use this Prospectus in connection with the offer of the Notes. Accordingly, any offer made by any other party without the consent of the Issuer is unauthorised and the Issuer does not accept any responsibility or liability for the actions of the persons making any such unauthorised offer. **In the event of an offer being made by the Distributor, the Distributor will provide information to investors on the terms and conditions of the offer at the time the offer is made.**

Copies of this Prospectus will be available free of charge from the specified office of the Issuing and Paying Agent and will also be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

This Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Prospectus shall be read and construed on the basis that such documents are incorporated by reference in and form part of this Prospectus.

Except for the information relating to Societe Generale in this Prospectus, for which Societe Generale accepts responsibility, Societe Generale (as Arranger) has not independently verified the information contained herein. No representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Arranger as to the accuracy or completeness of the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuer. None of the Trustee nor the Arranger accepts any liability (whether arising in tort or contract or otherwise) in relation to the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuer in connection with the Notes.

No person is or has been authorised by any of the Issuer, the Arranger or the Dealer to give any information or to make any representation other than those contained in or consistent with this Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by any of the Issuer, the Arranger or any Dealer.

Neither this Prospectus nor any other information supplied in connection with the Programme or the Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation or a statement of opinion (or a report on either of those things) by any of the Issuer, the Trustee, the Arranger or the Dealer that any recipient of this Prospectus or any other information supplied in connection with the Programme or the Notes should purchase any Notes. Purchasers of Notes and each investor contemplating purchasing any Notes should conduct such independent investigation and analysis of the financial condition and affairs, and its own appraisal of the creditworthiness or value (as appropriate), of the Issuer and, if applicable, the Notes and the security arrangements relating to the Charged Assets as they deem appropriate to evaluate the merits and risks of an investment in the Notes. Purchasers of Notes and each investor contemplating purchasing any Notes should have sufficient knowledge and experience in financial and business matters, and access to, and knowledge of, appropriate analytical resources, to evaluate the information contained in this

Prospectus (including the Issue Specific Terms) and the merits and risks of investing in the Notes in the context of their financial position and circumstances. Neither this Prospectus nor any other information supplied in connection with the Programme or the Notes constitutes an offer or invitation by or on behalf of any of the Issuer, the Trustee, the Arranger or any Dealer to any person to subscribe for or to purchase any Notes.

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 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. The Notes are not an appropriate investment for investors who are unsophisticated with respect to the Index. Investors should also have sufficient financial resources to bear the risks of an investment in Notes, which may include a total loss of their investments. For a more detailed description of the risks associated with any investment in the Notes investors should read the section of this Prospectus headed "*Risk Factors*".

Any Purchaser of 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, the Arranger 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, the Arranger or the Dealer; (iv) have not obtained from the Issuer, the Arranger 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, the Arranger 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, the Arranger or the Dealer as to the possible qualification under the laws or regulations of any jurisdiction of the Notes described in the Issue Specific 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.

The Notes 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 Prospectus. Any representation to the contrary is a criminal offence in the United States.

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Notes made in connection herewith shall, under any circumstances, create any implication (i) that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or (ii) that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or (iii) that the information contained herein concerning any of the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme or the Notes is correct as of any time subsequent to the date indicated in the document containing the same.

None of the Dealers or the Arranger undertakes to review the financial condition or affairs of any of the Issuer during the life of the arrangements contemplated by this Programme or to advise any investor or potential investor in the Notes of any information coming to its attention.

To the fullest extent permitted by law, none of the Dealers or the Arranger accept any responsibility for the contents of this Prospectus or for any other statement, made or purported to be made by the Arranger or a Dealer or on its behalf in connection with the Issuer or the issue and offering of any Notes. The Arranger and each Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Prospectus or any such statement.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The

distribution of this Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. None of the Issuer, the Trustee and the Dealer(s) represents that this Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the Issue Specific Terms, no action has been taken by the Issuer, the Trustee or the Dealer(s) which is intended to permit a public offering of any Notes outside the European Economic Area ("**EEA**"), or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Note comes are required by the Issuer, the Dealers and the Arranger to inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Notes. In particular, there are certain restrictions on the distribution of this Prospectus and the offer or sale of Notes in Belgium, the EEA, France, Italy, Japan, Luxembourg, Spain, the United Kingdom and the United States (see the section headed "*Subscription, Sale and Transfer Restrictions*" of the Supplemented Base Prospectus).

Any hyperlinks contained in this Prospectus are provided for information purposes only and have not been reviewed or otherwise verified by the Issuer or the Arranger. The Issuer and the Arranger do not accept responsibility for the contents of such hyperlinks and such hyperlinks shall not be deemed to form part of this Prospectus (with the exception of links to the electronic addresses where information incorporated by reference is available).

## INDEX DISCLAIMER

### The Finvex Sustainable Efficient Europe 30 Index

The Finvex Sustainable Efficient Europe 30 Index (the “**Index**”) is the exclusive property of Finvex Group (“**Finvex**”), which has contracted with S&P Opco, LLC (a subsidiary of S&P Dow Jones Indices LLC) (“**S&P Dow Jones Indices**”) to calculate and maintain the Index. The Index is not sponsored by S&P Dow Jones Indices or its affiliates. Neither S&P Dow Jones Indices, nor any of their affiliates will be liable for any errors or omissions in calculating the Index. “Calculated by S&P Dow Jones Indices” and the related stylized mark(s) are service marks of Standard & Poor’s Financial Services LLC (“**SPFS**”) and have been licensed for use by S&P Dow Jones Indices and sublicensed for certain purposes by Finvex.

The Notes are not sponsored, endorsed, sold or promoted by S&P Dow Jones Indices, SPFS, or any of their affiliates (collectively, “**S&P Dow Jones Indices Entities**”). S&P Dow Jones Indices Entities do not make any representation or warranty, express or implied, to the owners of the Notes or any member of the public regarding the advisability of investing in securities generally or in the Notes particularly or the ability of the Index to track general market performance. S&P Dow Jones Indices Entities only relationship to Finvex and Société Générale with respect to the Index is the licensing of certain trademarks, service marks and trade names of S&P Dow Jones Indices Entities and the provision of the calculation and maintenance services related to the Index. S&P Dow Jones Indices Entities are not responsible for and have not participated in the determination of the prices and amount of the Notes or the timing of the issuance or sale of the Notes or in the determination or calculation of redemption mechanics. S&P Dow Jones Indices Entities have no obligation or liability in connection with the administration, marketing or trading of the Notes. S&P Dow Jones Indices LLC is not an investment advisor. Inclusion of a security within the Index is not a recommendation by S&P Dow Jones Indices Entities to buy, sell, or hold such security, nor is it investment advice.

S&P DOW JONES INDICES ENTITIES DOES NOT GUARANTEE THE ADEQUACY, ACCURACY, TIMELINESS AND/OR THE COMPLETENESS OF THE INDEX OR ANY DATA RELATED THERETO OR ANY COMMUNICATION, INCLUDING BUT NOT LIMITED TO, ORAL OR WRITTEN COMMUNICATION (INCLUDING ELECTRONIC COMMUNICATIONS) WITH RESPECT THERETO. S&P DOW JONES INDICES ENTITIES SHALL NOT BE SUBJECT TO ANY DAMAGES OR LIABILITY FOR ANY ERRORS, OMISSIONS, OR DELAYS THEREIN. S&P DOW JONES INDICES ENTITIES MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR AS TO RESULTS TO BE OBTAINED BY FINVEX AND SOCIETE GENERALE, OWNERS OF THE NOTES, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE INDEX OR WITH RESPECT TO ANY DATA RELATED THERETO. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT WHATSOEVER SHALL S&P DOW JONES INDICES ENTITIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, TRADING LOSSES, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

## **INTERPRETATION**

All references in this document to (including but without limitation) euro, Euro, EUR and € refer to the lawful currency of the European Economic and Monetary Union.

## **FORWARD-LOOKING STATEMENTS**

This Prospectus contains forward-looking statements. These statements are based on current plans, estimates and projections, and therefore undue reliance should not be placed on them. Forward-looking statements speak only as of the date they are made.

## **PRESENTATION OF FINANCIAL INFORMATION**

Most of the financial data presented, or incorporated by reference, in this Prospectus are presented in euros.

The financial statements of Codeis Securities S.A. for the years ended 31 December 2012 and 31 December 2013 and for the six month periods ended 30 June 2013 and 30 June 2014 were prepared in accordance with Luxembourg generally accepted accounting principles.

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## SUMMARY

Summaries are made up of disclosure requirements known as "Elements". These Elements are numbered in Sections A- E (A.1 - E.7). This Summary contains all the Elements required to be included in a summary for the Notes and the Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements. Even though an Element may be required to be inserted in a summary because of the type of securities and issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element should be included in the summary with the mention of "Not Applicable".

### Section A - Introduction and warnings

Element	Description of Element	Disclosure requirement
A.1	Standard warning	<p>This summary should be read as an introduction to the Prospectus. Any decision to invest in the Notes should be based on a consideration of the Prospectus as a whole.</p> <p>Where a claim relating to information contained in the Prospectus is brought before a court, the plaintiff may, under the national legislation of the Member State of the European Economic Area where the claim is brought, be required to bear the costs of translating this Prospectus before the legal proceedings are initiated.</p> <p>Civil liability attaches only to those persons who have tabled the summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus or it does not provide, when read together with the other parts of this Prospectus, key information in order to aid investors when considering whether to invest in the Notes.</p>
A.2	Consent for use of the Prospectus	<p>The Issuer consents to the use of this Prospectus in connection with a resale or placement of the Notes (the "<b>Public Offer</b>") subject to the following conditions:</p> <ul style="list-style-type: none"> <li>(i) the consent is only valid during the period from 21 October 2014 to 28 November 2014 (each inclusive) (the "<b>Offer Period</b>");</li> <li>(ii) the only person authorised to use this Prospectus to make the Public Offer (the "<b>Offeror</b>") is Delta Lloyd Bank S.A. (the "<b>Distributor</b>"); and</li> <li>(iii) the consent only extends to the use of this Prospectus for the purposes of the Public Offer of the Notes in Belgium.</li> </ul> <p><b>AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES IN THE PUBLIC OFFER FROM THE OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY THE OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN THE OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE OFFEROR WILL PROVIDE SUCH INFORMATION TO THE INVESTOR AT THE TIME OF SUCH OFFER AND THE OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION. NONE OF THE ISSUER OR ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.</b></p>

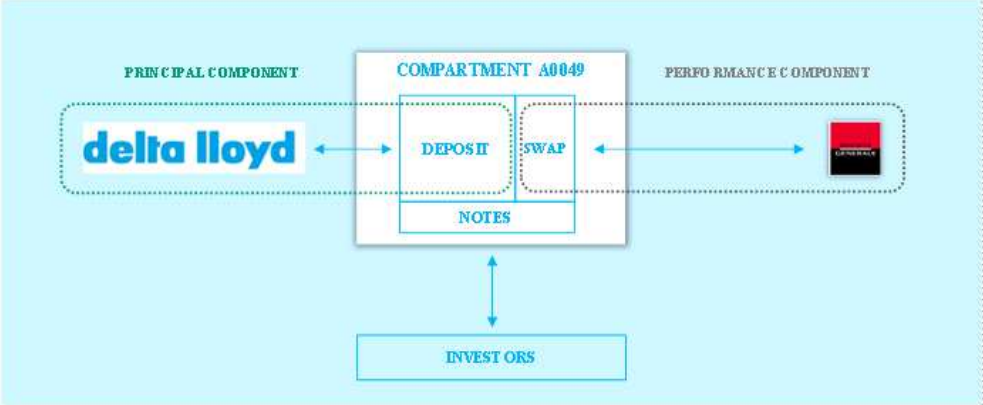
**Section B – Issuer**

Element	Description of Element	Disclosure requirement
<b>B.1</b>	Legal and commercial name of the Issuer	The issuer (the " <b>Issuer</b> ") is Codeis Securities S.A., acting through its multi-series compartment A0049 (the " <b>Compartment</b> ").
<b>B.2</b>	Domicile/ legal form/ applicable legislation/ country of incorporation of the Issuer	<p>The Issuer is a public limited liability company (<i>société anonyme</i>) whose activities are subject to the Securitisation Act 2004.</p> <p>The Issuer was incorporated and is domiciled in the Grand Duchy of Luxembourg.</p>
<b>B.16</b>	Control of the Issuer	<p>The Issuer has 90,909,091 issued shares, all of which are fully paid. Societe Generale holds all the shares except one. Societe Generale has majority voting rights and accordingly direct control over the Issuer.</p> <p>SG Hambros Trust Company (Channel Islands) Limited is holding one share on trust for charitable purposes. It has no beneficial interest in and derives no benefit (other than any expenses for acting as share trustee) from its holding of such share.</p>
<b>B.20</b>	Special purpose vehicle or entity for the purpose of issuing asset backed securities	The Issuer has been established as a special purpose entity for the purpose of issuing asset backed securities.
<b>B.21</b>	The Issuer's principal activities and global overview of the parties to the programme	<p>The Issuer's principal activity (as expressed as the purpose and object of the Issuer pursuant to its articles of incorporation) is to enter into, perform and serve as a vehicle for, any transactions permitted under the Securitisation Act 2004.</p> <p>Societe Generale Bank &amp; Trust Luxembourg S.A. whose business address is 11, avenue Emile Reuter, L-2420 Luxembourg, LUXEMBOURG, will act as issuing and paying agent (the "<b>Issuing and Paying Agent</b>"), registrar, transfer agent and exchange agent, custodian (the "<b>Custodian</b>") and listing agent.</p> <p>Societe Generale Securities Services Luxembourg S.A. whose business address is 28-32, Place de la Gare L-1616 Luxembourg, LUXEMBOURG will act as corporate services agent.</p> <p>SG Hambros Trust Company (Channel Islands) Limited of SG Hambros House, 18 Esplanade, Saint Helier, JERSEY CHANNEL ISLANDS JE4 8RT, will act as trustee (the "<b>Trustee</b>").</p> <p>Societe Generale S.A. will act as the Arranger, Compartment Assets Manager, Market Maker, Voting Agent, Calculation Agent, Dealer and Swap Counterparty.</p> <p>Societe Generale Bank &amp; Trust Luxembourg S.A., Societe Generale Securities Services Luxembourg S.A. and SG Hambros Trust Company (Channel Islands) Limited are all indirectly wholly owned subsidiaries of Societe Generale and part of the Societe Generale company group.</p> <p>Delta Lloyd Bank S.A. is the Deposit Counterparty and Distributor (as defined hereafter).</p>

Element	Description of Element	Disclosure requirement																																				
<b>B.22</b>	Specify if the issuer has not commenced operations since the date of its incorporation	Not Applicable. The Issuer has already commenced activities since its incorporation in 2008 and has published audited financial accounts for the years ended 31 December 2008, 31 December 2009, 31 December 2010, 31 December 2011, 31 December 2012 and 31 December 2013.																																				
<b>B.23</b>	Selected historical key financial information regarding the Issuer	<p>The following table sets out the key financial information of the Issuer in respect of balance sheet and income as at the date of the annual audited financial statements as of 31 December 2013 and 31 December 2012.</p> <table border="1" data-bbox="485 562 1498 909"> <thead> <tr> <th></th> <th>31/12/2013</th> <th>31/12/2012</th> </tr> </thead> <tbody> <tr> <td>Share Capital</td> <td>€909,091</td> <td>€909,091</td> </tr> <tr> <td>Legal Reserve</td> <td>€90,909</td> <td>€90,909</td> </tr> <tr> <td>Result for the financial year</td> <td>€25,448</td> <td>€57,755</td> </tr> <tr> <td>Total Assets</td> <td>€2,416,553,733</td> <td>€1,726,055,530</td> </tr> <tr> <td>Total Liabilities</td> <td>€2,416,553,733</td> <td>€1,726,055,530</td> </tr> </tbody> </table> <p>The following table sets out the key financial information of the Issuer in respect of balance sheet and income as at the date of the interim unaudited financial statements as of 30 June 2014 and 30 June 2013.</p> <table border="1" data-bbox="485 1028 1498 1413"> <thead> <tr> <th></th> <th>30/06/2014</th> <th>30/06/2013</th> </tr> </thead> <tbody> <tr> <td>Share Capital</td> <td>€909,091</td> <td>€909,091</td> </tr> <tr> <td>Legal Reserve</td> <td>€90,909</td> <td>€90,909</td> </tr> <tr> <td>Result for the first six month of the financial year</td> <td>(€63,557)</td> <td>€77,202</td> </tr> <tr> <td>Total Assets</td> <td>€3,037,843,061</td> <td>€2,412,958,812</td> </tr> <tr> <td>Total Liabilities</td> <td>€3,037,843,061</td> <td>€2,412,958,812</td> </tr> </tbody> </table>		31/12/2013	31/12/2012	Share Capital	€909,091	€909,091	Legal Reserve	€90,909	€90,909	Result for the financial year	€25,448	€57,755	Total Assets	€2,416,553,733	€1,726,055,530	Total Liabilities	€2,416,553,733	€1,726,055,530		30/06/2014	30/06/2013	Share Capital	€909,091	€909,091	Legal Reserve	€90,909	€90,909	Result for the first six month of the financial year	(€63,557)	€77,202	Total Assets	€3,037,843,061	€2,412,958,812	Total Liabilities	€3,037,843,061	€2,412,958,812
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<b>B.24</b>	Material adverse change affecting the Issuer	Not applicable. There has been no material adverse change in the Issuer's financial or trading position subsequent to 31 December 2013.																																				
<b>B.25</b>	Description of the underlying assets	<p>The Issuer, acting through its Compartment, will use the proceeds of the Notes to:</p> <ul style="list-style-type: none"> <li>- make a term deposit (the "<b>Term Deposit</b>") pursuant to a term deposit agreement (the "<b>Deposit Agreement</b>") (being constituted by a master deposit agreement entered into between the Deposit Counterparty and the Issuer dated 23 August 2013 (the "<b>Deposit Master Agreement</b>") and a supplement relating to this Series of Notes dated as of the Issue Date (the "<b>Deposit Supplement</b>"), in each case governed by Belgian law) with Delta Lloyd Bank S.A. (the "<b>Deposit Counterparty</b>"); and</li> <li>- enter into a swap transaction between the Issuer and Societe Generale S.A.(the "<b>Swap Counterparty</b>") governed by an ISDA master agreement dated 10 April 2008 as amended (the "<b>Master Agreement</b>") and evidenced by a master swap confirmation dated 23 August 2013 ("<b>Master Confirmation</b>") supplemented for the purpose of this series of Notes by a</li> </ul>																																				

Element	Description of Element	Disclosure requirement
		<p>swap transaction supplement (the "<b>Swap Supplemental Agreement</b>" and, together with the Master Agreement and the Master Confirmation, the "<b>Swap Agreement</b>").</p> <p>The Deposit Agreement and the Swap Agreement are the assets on which the Notes are secured and, taken together, have characteristics that demonstrate capacity to produce funds to service the payments due and payable in respect of the Notes. See Element B.29 for further detail in relation to the expected cash flows under the Deposit Agreement and the Swap Agreement.</p> <p>Delta Lloyd Bank S.A. provides its customers with a broad range of products and services, including private banking and asset management.</p> <p>Delta Lloyd Bank S.A. is approved as a bank and maintains its head office Avenue de l'Astronomie 23, 1210 Bruxelles, Belgium.</p> <p>Societe Generale is a public limited company (<i>societe anonyme</i>) established under French law incorporated by deed approved by Decree on May 4, 1864, and is approved as a bank. Societe Generale together with its consolidated subsidiaries is a European leading provider of banking and financial services.</p> <p>The Deposit Agreement is a contract governed by Belgian law.</p> <p>The Swap Agreement is an over-the-counter derivative contract and will be documented under an ISDA Master Agreement between the Issuer and the Swap Counterparty and a confirmation incorporating by reference certain definitions published by the International Swaps and Derivatives Association, Inc.</p>
<b>B.26</b>	Actively managed pools of assets	Not Applicable. The underlying assets comprise the Deposit Agreement and the Swap Agreement and are not intended to be traded or otherwise actively managed by the Issuer.
<b>B.27</b>	Issues of further securities backed by the underlying assets	Not Applicable. The Issuer will not issue further securities backed by the Swap Agreement or the Deposit Agreement.

Element	Description of Element	Disclosure requirement
B.28	A description of the structure of the transaction	<p>The Notes issued under the Programme will be constituted by a trust deed (the "<b>Trust Deed</b>") dated 23 August 2013 between, <i>inter alios</i>, the Issuer, the Issuing and Paying Agent, the Custodian, the Trustee and the Swap Counterparty, which will supplement the Trust Deed Terms, dated 20 June 2012 (as last amended and restated on 23 October 2012). The Notes will be the eighth Series of Notes to be issued under this Compartment. Other series of Notes, deemed to be Related Notes in respect of this series of Notes, may be issued under the same Compartment.</p> <p>The Issuer will hedge its obligations with respect to payment of both the Partial Principal Component and the Performance Component (as defined in Element C.8.) due under the Notes as part of the Final Redemption Amount by entering into the Deposit Agreement with Delta Lloyd Bank S.A. and the Swap Agreement with Societe Generale, respectively.</p> <p>The proceeds of the issue of the Notes will be paid (a) to Delta Lloyd Bank S.A. pursuant to the Deposit Agreement and (b) to Societe Generale pursuant to the Swap Agreement.</p>

Element	Description of Element	Disclosure requirement
B.29	A description of the flow of funds	<p>Under the Deposit Agreement, on or shortly after the issue date of the Notes, being 5 December 2014 (the "<b>Issue Date</b>"), the Issuer will procure the payment from a portion of the issuance proceeds of the Notes of an amount in EUR to the Deposit Counterparty which, based on the market conditions and interest rates prevailing on the third Business Day prior to the Issue Date (the "<b>Trade Date</b>"), would enable the Deposit Counterparty to pay an amount equal to 90 per cent. of the then aggregate nominal amount of the Notes (corresponding to the Partial Principal Component of the Final Redemption Amount payable under the Notes, as defined in Element C.8) to the Issuer on or shortly before 12 December 2022 (being the scheduled maturity date of the Notes (the "<b>Scheduled Maturity Date</b>")), and the Deposit Counterparty shall pay such amount to the Issuer at such time, provided no Early Redemption Event or Event of Default has occurred in accordance with the terms and conditions of the Notes.</p> <p>The remaining issuance proceeds of the Notes will be used by the Issuer to enter into and make a payment under the Swap Agreement to the Swap Counterparty on or shortly after the Issue Date.</p> <p>On or before the Scheduled Maturity Date, the Swap Counterparty will pay an amount to the Issuer which will be equal to the Performance Component (as defined in Element C.8) that the Issuer is scheduled to pay in respect of each Note then outstanding, provided that no Early Redemption Event, Event of Default or Swap Default Event has occurred in accordance with the terms and conditions of the Notes. The Swap Counterparty will also pay the Issuer an amount equal to the fees and expenses incurred by the Issuer in connection with the administration of the Compartment. Such flows can be summarised in the diagram as set out below:</p>  <p>The diagram illustrates the flow of funds between Delta Lloyd, Compartment A0049, and the Swap Counterparty. The diagram is divided into three main sections: PRINCIPAL COMPONENT, COMPARTMENT A0049, and PERFORMANCE COMPONENT. In the PRINCIPAL COMPONENT, Delta Lloyd is shown. In the COMPARTMENT A0049, there are two sub-components: DEPOSIT and SWAP. In the PERFORMANCE COMPONENT, there is a Swap Counterparty logo. Arrows indicate the flow of funds: from Delta Lloyd to the DEPOSIT component, from the DEPOSIT component to the SWAP component, and from the SWAP component to the Swap Counterparty. A double-headed arrow connects the SWAP component to the Swap Counterparty. Below the COMPARTMENT A0049, there is a box labeled INVESTORS, with a double-headed arrow connecting it to the SWAP component.</p>
B.30	Name and description of the originators of the securitised assets	<p>Societe Generale is the counterparty to the Swap Agreement. Societe Generale is a public limited company (<i>societe anonyme</i>) established under French law incorporated by deed approved by Decree on May 4, 1864, and is approved as a bank.</p> <p>Delta Lloyd Bank S.A. is the counterparty to the Deposit Agreement. Delta Lloyd Bank S.A. is approved as a bank and maintains its head office Avenue de l'Astronomie 23, 1210 Bruxelles, BELGIUM.</p>

**Section C - Securities**

<b>Element</b>	<b>Description of Element</b>	<b>Disclosure requirement</b>	
<b>C.1</b>	Description of Notes/ISIN	The Notes are linked to the Finvex Sustainable Efficient Europe 30 Index (the " <b>Index</b> "). The ISIN code of the Notes is XS1113212481.	
<b>C.2</b>	Currency	The currency of the Notes is Euro.	
<b>C.5</b>	Restrictions on free transferability	The Notes are designated as 'Permanently Restricted Notes' under the Conditions. As a result they are available only to investors who are (1) located outside the United States, and who are (2) Non-U.S. Persons (as defined in Regulation S under the Securities Act and Rule 4.7 under the Commodity Exchange Act (as such terms may be amended from time to time)). This will accordingly operate as a restriction on transfer of the Notes (or any interest therein).	
<b>C.8</b>	Rights attached to the Notes, including ranking and limitation of these rights	<b><i>Rights attached to the Notes</i></b> The Notes give Noteholders rights to payment of the Final Redemption Amount as defined below. Unless previously redeemed or purchased and cancelled, provided no Event of Default or no Early Redemption Event or no Swap Default Event (each as defined hereafter) has occurred, the final redemption amount (the " <b>Final Redemption Amount</b> ") payable on the Scheduled Maturity Date in respect of each Note shall be an amount equal to:  Partial Principal Component + Performance Component  Where:	
		Partial Principal Component	Specified Denomination x Principal Factor
		Principal Factor	90%
		Specified Denomination	EUR1,000
		Performance Component	Specified Denomination x Option Performance
		Option Performance	The Option Performance element will depend on the two following scenarii.  <u>Scenario 1:</u> If on Valuation Date(1), Performance(1) is greater than or equal to 0%, then: Option Performance = 10% + (100% x Performance(1)) <u>Scenario 2:</u> If on Valuation Date(1), Performance(1) is lower than 0%, then: Option Performance = Max [0; 10% + Performance(1)]
		Performance(1)	$S(1) / S(0) - 100\%$
		S(0)	Closing Price of the Underlying on the Valuation Date(0)
		S(1)	Closing Price of the Underlying on the Valuation Date(1)

Element	Description of Element	Disclosure requirement						
		Closing Price	Means the official closing level of the Index published and announced by the Index Sponsor, as eventually adjusted (if applicable) upon determinations made by the Calculation Agent.					
		Valuation Date(0) (DD/MM/YYYY)	05/12/2014 (the " <b>Initial Valuation Date</b> ")					
		Valuation Date(1) (DD/MM/YYYY)	05/12/2022 (the " <b>Final Valuation Date</b> ")					
		Underlying	The following index designated as the " <b>Index</b> " above					
		Index Name	Index Type	Bloomberg Code	Index Calculation Agent	Index Sponsor	Exchange(s)	Website
		Finvex Sustainable Efficient Europe 30 Index	Price Return	FSEURE	S&P Opco, LLC (which calculates and disseminates the Index levels in accordance with the Index rules)	Finvex Group (which specifies the Index rules and methods of calculation)	Each exchange on which securities comprised in the Index are traded, from time to time, as determined by the Index Sponsor	http://www.finvex.com
		<p>Where a Swap Default Event has occurred, the Notes will not be redeemed early or accelerated, but the Final Redemption Amount of the Notes will be paid in two separate component amounts which may be payable on different dates.</p> <p>The first such component amount will correspond to the Partial Principal Component as defined above and shall be payable on the Scheduled Maturity Date.</p> <p>The second such component amount (if any) shall correspond to a principal complement and if such complement amount is sufficient an interest component which shall be equal in aggregate to any payment received by the Issuer from the Swap Counterparty as a termination payment following the early termination of the Swap Agreement less certain applicable amounts.</p> <p>Upon the occurrence of a Swap Default Event, the final maturity date ("<b>Maturity Date</b>") of the Notes may be postponed until a date which may be up to two calendar years after the Scheduled Maturity Date.</p> <p><b>Early Redemption</b></p> <p>The Terms and Conditions of the Notes provide that the Notes are subject to early redemption on the occurrence of certain events (each, an "<b>Early Redemption Event</b>") including:</p> <ul style="list-style-type: none"> <li>• A termination of the Deposit Agreement prior to its scheduled termination date, save as a consequence of the Issuer purchasing all the Notes in accordance with specific provisions of the Terms and Conditions of the Notes.</li> <li>• A termination of the Swap Agreement prior to its scheduled termination date, save pursuant to the occurrence of a Swap Event of Default as defined below.</li> <li>• On the occurrence of certain trigger events with respect to the compartment assets (including the case where the amounts received by the Issuer under the Deposit Agreement are less than the amounts required to make payments in respect of the Notes);</li> <li>• Certain taxation reasons.</li> <li>• Any event deemed to qualify and determined by the Calculation Agent</li> </ul>						



Element	Description of Element	Disclosure requirement
		<p>as an early redemption event in application of the equity technical annex in respect of the Programme (including without limitation certain changes in law and the case of cancellation of the Index).</p> <p><b>Events of Default</b>  The Terms and Conditions of the Notes provide that, subject to certain qualifications the Trustee at its discretion may and if so requested in writing by the holders of at least one-fifth in aggregate principal amount of Notes then outstanding or if so directed by an extraordinary resolution of such holders shall (subject in each case to being indemnified and/or secured and/or pre-funded to its satisfaction) give notice to the Issuer that such Notes are, and they shall accordingly forthwith become, immediately due and repayable at their Early Redemption Amount (such occurrence, a "<b>Note Acceleration</b>") upon the occurrence of any of the following events (each an "<b>Event of Default</b>"):</p> <ul style="list-style-type: none"> <li>(i) a default is made for a period of 30 days or more in the payment of any sum due or the delivery of underlying assets deliverable in respect of the Notes of such Series; or</li> <li>(ii) the Issuer fails to perform or observe any of its other obligations under the Notes or the Trust Deed and (unless such failure is, in the opinion of the Trustee, incapable of remedy in which case no such notice as is referred to in the relevant Terms and Conditions shall be required) such failure continues for a period of 60 days (or such longer period as the Trustee may permit) following the service by the Trustee on the Issuer of notice requiring the same to be remedied (and for these purposes, a failure to perform or observe an obligation shall be deemed to be remediable notwithstanding that the failure results from not doing an act or thing by a particular time); or</li> <li>(iii) in respect of any other series of notes issued under the same Compartment as the Notes (such other series of notes, the "<b>Related Notes</b>"), a "Note Acceleration" (as defined under the terms and conditions of such Related Notes) occurs; or</li> <li>(iv) any order is made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer (or certain similar insolvency processes in its jurisdiction) save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangement on terms previously approved in writing by the Trustee or by an Extraordinary Resolution of the holders of Notes of such Series; or</li> <li>(v) the Issuer is in a state of cessation of payments (<i>cessation de paiements</i>) and has lost its commercial creditworthiness (<i>ébranlement de crédit</i>).</li> </ul> <p><b>Swap Default Event</b>  The Terms and Conditions of the redemption of the Notes may be affected following the occurrence of default of the Swap Counterparty under the Swap Agreement. More particularly, where an event of default occurs under the Swap Agreement in circumstances where the Swap Counterparty is the defaulting party, the notification of such event of default by the Issuer to the Trustee would be deemed to declare the occurrence of a swap default event (a "<b>Swap Default Event</b>").</p> <p><b>Early Redemption Amount</b>  The early redemption amount ("<b>Early Redemption Amount</b>") payable on the</p>

Element	Description of Element	Disclosure requirement
		<p>Notes shall be an amount equal to the aggregate of the amount paid to the Issuer by the Deposit Counterparty upon early termination of the Term Deposit (which will be an amount, calculated by reference to a formula, which may represent less than the aggregate nominal amount of the Notes) and the amount, if any, paid to the Issuer by the Swap Counterparty upon early termination of the Swap Agreement, less certain fees and expenses.</p> <p><b>Status / Ranking</b> The Notes are secured, limited recourse obligations of the Issuer, ranking <i>pari passu</i> without any preference among themselves.</p> <p><b>Limitation of rights</b> Claims against the Issuer by Noteholders, the Swap Counterparty (as the case may be) and each other creditor relating to the Notes will be limited to the Compartment Assets applicable to the Notes. If the net proceeds of the realisation of the Compartment Assets are not sufficient to make all payments due in respect of the Notes, due to the Swap Counterparty (as the case may be) and each other creditor relating to the Notes, no other assets of the Issuer will be available to meet such shortfall. Consequently, the claims of the Noteholders and any such Swap Counterparty or other creditors relating to the Notes in respect of any such shortfall shall be extinguished. No party will be able to petition for the winding-up of the Issuer as a consequence of any such shortfall or launch proceedings against the Issuer.</p> <p>The Notes are issued in registered form and claims will become void unless claims in respect of principal and/or interest are made within a period of ten years (in the case of principal) and five years (in the case of interest) after the relevant date for payment.</p>
C.11	Admission to trading on a regulated market	Not applicable. The Notes have not been admitted to trading, and application has not been made to have the Notes admitted to trading, on any market of any stock exchange.
C.12	Minimum Denomination	The Notes will be issued in denominations of EUR1,000 (the “ <b>Specified Denomination</b> ”).
C.15	Description of how the value of the investment is affected by the value of the underlying instrument(s)	<p>The Final Redemption Amount payable in respect of the Notes is partly dependent on the performance of the Index, and provided that no Early Redemption Event, Event of Default or Swap Default Event has occurred, it shall be not less than 90% of the Specified Denomination.</p> <p>The portion of the Final Redemption Amount corresponding to the Performance Component will depend on the Index closing level on the Final Valuation Date compared to its closing level on the Initial Valuation Date.</p> <p>The Swap Agreement and the Deposit Agreement are the assets on which the Notes are secured and have characteristics that demonstrate capacity to produce funds to service the payments due and payable in respect of the Notes. Accordingly, the ability of the Issuer to pay the Final Redemption Amount for each Note is linked to the creditworthiness of Delta Lloyd Bank S.A. as Deposit Counterparty and of Societe Generale as Swap Counterparty.</p> <p>The Notes are therefore suitable for investors who expect the Index to perform positively and do not expect an event relating to the creditworthiness of the Deposit Counterparty or the Swap Counterparty to occur.</p>

Element	Description of Element	Disclosure requirement
<b>C.16</b>	The expiration or maturity date of the derivative securities – the exercise date or final reference date	The Scheduled Maturity Date provided that if, a Swap Default Event has occurred in respect of the Swap Agreement (in such case a " <b>Non-Performing Asset</b> ") prior to such date, the Maturity Date may be postponed until the earlier of: <ul style="list-style-type: none"> <li>(i) two calendar years following the Scheduled Maturity Date;</li> <li>(ii) the date on which all amounts due in respect of the Swap Agreement have been received in full by the Issuer; and</li> <li>(iii) as the case may be, the third business day after the realisation agent has, in its sole discretion, notified the Issuer and Trustee that it has determined that it is expected that the Issuer will not receive any further amounts in respect of the Non-Performing Asset.</li> </ul>
<b>C.17</b>	A description of the settlement procedure of the derivative securities	The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (the " <b>Clearing Systems</b> "). The Notes will be cleared through the Clearing Systems and will be redeemed in Euro.
<b>C.18</b>	A description of how the return on derivative securities takes place	Please see Element C.8 above.
<b>C.19</b>	The exercise price or the final reference price of the underlying	The basis on which the Performance Component payable on redemption of the Notes is determined is summarised in Element C.8 and will depend on the performance (positive or negative) of the Index calculated based on its level on the Final Valuation Date relative to its level on the Initial Valuation Date.
<b>C.20</b>	A description of the type of the underlying and where the information on the underlying can be found	The Index is comprised of various components. General information relating to the Index can be found on internationally recognised financial information sources (including but not limited to Bloomberg) and the Finvex Group's website ( <a href="http://www.finvex.com">http://www.finvex.com</a> ).

**Section D - Risks**

Element	Description of Element	Disclosure requirement
D.2	Key risks regarding the Issuer	<p>There are certain factors that may affect the Issuer's ability to fulfil its obligations under the Notes. The Issuer's sole business is to enter into, perform and serve as a vehicle for, any transactions permitted under the Securitisation Act 2004. The Issuer is not expected to have any assets that are available to Noteholders other than the Swap Agreement and the Deposit Agreement, and Noteholders will have no recourse to any other assets in respect of the Issuer's obligations under the Notes.</p> <p>The ability of the Issuer to pay an amount equal to the Partial Principal Component of each Note will be dependent on the Deposit Counterparty performing its obligations under the Deposit Agreement and the creditworthiness of the Deposit Counterparty. If the Deposit Counterparty fails to pay any amount that it is due to pay under the Deposit Agreement or it becomes insolvent, investors may lose the value of their entire investment or part of it, as the case may be. In such event, the Notes may be redeemed earlier or later than the Scheduled Maturity Date. The price of the Notes may be volatile and will be affected by, amongst other things, the time remaining to the Scheduled Maturity Date and the creditworthiness of Deposit Counterparty, which in turn may be affected by political, economic and financial events in one or more jurisdictions. Consequently, the Issuer is exposed to the ability of Delta Lloyd Bank S.A. to perform its obligations as the Deposit Counterparty.</p> <p>The ability of the Issuer to pay an amount equal to the Performance Component (if any) in respect of each Note will be dependent on the Swap Counterparty performing its obligations under the Swap Agreement. Consequently, the Issuer is exposed to the ability of Societe Generale to perform its obligations as the Swap Counterparty and to the general creditworthiness of Societe Generale. Societe Generale will not provide credit support for its obligations under the Swap Agreement.</p> <p>The Issuer will be the sole party liable under the Notes. In the event of insolvency proceedings in relation to the Issuer, Noteholders bear the risk of delay in settlement of any claims they may have against the Issuer under the notes or receiving, in respect of their claims, the residual amount following realisation of the Issuer's assets after preferred creditors have been paid.</p> <p>In addition to the foregoing, the Issuer has identified in this Prospectus a number of other factors which could materially adversely affect its business and ability to make payments due under the Notes. These factors include, without limitation, risks relating to the limited recourse of Noteholders to the assets of the Issuer relating to Compartment A0049, insolvency of the Issuer and the consequences thereof; the occurrence of an Early Redemption Event in respect of the Notes and the consequences thereof and The Dodd-Frank Wall Street Reform and Consumer Protection Act and the European Markets and Infrastructure Regulation.</p> <p>The Notes will be the eighth Series of Notes to be issued under this Compartment. Other Series of Notes may be issued under this Compartment in the future (although, for the avoidance of doubt, no further Notes shall be issued in respect of the Compartment Assets).</p>

Element	Description of Element	Disclosure requirement
D.6	Key risks regarding the Notes and risk warning	<p>There are certain general factors to be considered for the purpose of assessing the risks associated with the Notes.</p> <p>The Notes may not be a suitable investment for all investors. In particular the Notes are not suitable for investors who lack the requisite knowledge and experience to evaluate the merits and risks of, or are not capable of bearing the economic risk of, an investment in the Notes. Early redemption of the Notes which may lead to a loss of investment. The Notes are subject to tax risk and the risk of change in law. No secondary market may exist for the Notes. This may limit the ability of investors to realise their investment for a certain period of time. Certain conflicts of interest may arise and adversely affect the Notes. The Securitisation Act 2004 provides that the Compartment Assets are available to meet only the claims of the Secured Parties in relation to the Notes and any associated Related Notes. The Compartment Assets are exclusively allocated to the Compartment and will be kept separate from the other assets of the Issuer, in respect of its other compartments. If the Compartment Assets are not sufficient to discharge all payments obligations of the Issuer in accordance with the applicable order of priority of payments, Noteholders may lose up to their entire investment. In addition, in relation to the Notes, only the Trustee may take action (including enforcement action) against the Issuer, and is not obliged to take any such action without first being indemnified and/or secured to its satisfaction.</p> <p>There are also certain factors which are material for the purposes of assessing the market and credit risks associated with the Notes and include exposure to the Index, factors affecting the value and trading price of the Notes, considerations regarding hedging, market disruption or failure to open of an exchange, additional adjustment events, post-issuance information, change in law, effect of credit rating change (in particular affecting the Deposit Counterparty and / or the Swap Counterparty), early redemption, interest rate changes, foreign exchange rate variation, and the risk that the Deposit Agreement and or the Swap Agreement may not be realisable for their full nominal value.</p> <p>The Deposit Agreement and the Swap Agreement will, along with the Issuer's rights under such agreements and any proceeds from such agreements form part of the Compartment Assets.</p> <p>Investors may lose the value of their entire investment (together with, in addition to such investment, any amounts which may have accrued on such investment but which have not been paid, if applicable) or part of it, as the case may be.</p>

**Section E – Offer**

Element	Description of Element	Disclosure requirement									
E.2b	Reasons for the Offer and Use of proceeds	The net proceeds of the Notes will be used by the Issuer to enter into and make payments under the Swap Agreement to the Swap Counterparty and under the Deposit Agreement to the Deposit Counterparty.									
E.3	Terms and conditions of the offer	<p>Applications to subscribe for the Notes can be made in Belgium by contacting Delta Lloyd Bank S.A. or one of its agents.</p> <p>The Issuer has been informed by Delta Lloyd Bank S.A. that the distribution of the Notes will be carried out in accordance with the Distributor's usual procedures and subject to applicable laws and regulations.</p> <p>Prospective investors will not be required to enter into any contractual arrangements directly with the Issuer in relation to the subscription for the Notes.</p> <p>Offers may be made by the Distributor in Belgium to retail clients and private banking clients. Each investor will be notified by the Distributor of its allocation of Notes after the end of the Offer Period. Neither the Issuer nor Societe Generale (the "<b>Dealer</b>") is responsible for such notification.</p> <table border="1" data-bbox="512 1016 1458 1930"> <tr> <td data-bbox="512 1016 916 1111">Offer Period:</td> <td data-bbox="916 1016 1458 1111">From, and including, 21 October 2014 to, and including, 28 November 2014.</td> </tr> <tr> <td data-bbox="512 1111 916 1415">Offer Price (per Note):</td> <td data-bbox="916 1111 1458 1415">Each Note will be offered at a price equal to 100% of its specified denomination (the "<b>Issue Price</b>") increased by a subscription fee of up to 2 per cent. of the specified denomination per Note depending on the number of Notes to be purchased by the potential investor. Such subscription fee shall be retained by the Distributor.</td> </tr> <tr> <td data-bbox="512 1415 916 1756">Conditions to which the offer is subject:</td> <td data-bbox="916 1415 1458 1756"> <p>The Issuer reserves the right to withdraw the offer of the Notes at any time on or prior to the Issue Date.</p> <p>For the avoidance of doubt, if any application has been made by a potential investor and the Issuer exercises such right to withdraw the offer of Notes, each such potential investor shall not be entitled to subscribe to or otherwise acquire Notes.</p> </td> </tr> <tr> <td data-bbox="512 1756 916 1930">Details of the minimum and/or maximum amount of application:</td> <td data-bbox="916 1756 1458 1930"> <p>Minimum subscription amount per investor: EUR1,000.</p> <p>Maximum subscription amount per investor: EUR50,000,000.</p> </td> </tr> </table>		Offer Period:	From, and including, 21 October 2014 to, and including, 28 November 2014.	Offer Price (per Note):	Each Note will be offered at a price equal to 100% of its specified denomination (the " <b>Issue Price</b> ") increased by a subscription fee of up to 2 per cent. of the specified denomination per Note depending on the number of Notes to be purchased by the potential investor. Such subscription fee shall be retained by the Distributor.	Conditions to which the offer is subject:	<p>The Issuer reserves the right to withdraw the offer of the Notes at any time on or prior to the Issue Date.</p> <p>For the avoidance of doubt, if any application has been made by a potential investor and the Issuer exercises such right to withdraw the offer of Notes, each such potential investor shall not be entitled to subscribe to or otherwise acquire Notes.</p>	Details of the minimum and/or maximum amount of application:	<p>Minimum subscription amount per investor: EUR1,000.</p> <p>Maximum subscription amount per investor: EUR50,000,000.</p>
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Element	Description of Element	Disclosure requirement	
		Description of possibility to reduce subscriptions and manner for refunding excess amount paid by the applicants:	Not Applicable because if, during the Offer Period, applications to subscribe for the Notes exceed the total amount of the offer, the Offer Period will end early and acceptance of further applications will be immediately suspended.
		Details of the method and time limits for paying up and delivering the Notes.	The Notes will be cleared through the clearing systems and are due to be delivered through the Distributor on or about the Issue Date. Each investor will be notified by the Distributor of the settlement arrangements in respect of the Notes at the time of such investor's application. Neither the Issuer nor the Dealer is responsible for such notifications.
<b>E.4</b>	Interest of natural and legal persons involved in the issue/offer	Societe Generale is acting as Swap Counterparty in connection with the Notes. Delta Lloyd Bank S.A. is acting as Distributor and Deposit Counterparty in connection with the Notes.	
<b>E.7</b>	Expenses charged to the investor by the Issuer or an offeror	Not Applicable as no expenses will be charged to investors by the Issuer.	

## RISK FACTORS

***Prospective purchasers of Notes should carefully consider the following information in conjunction with the other information contained in this Prospectus (including the Issue Specific Terms and information incorporated by reference herein) before purchasing Notes.***

*Investors may lose the value of their entire investment (together with, in addition to such investment, any amounts which may have accrued on such investment but which have not been paid, if applicable) or part of it, as the case may be.*

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.*

*In addition, factors which the Issuer believes are material for the purpose of assessing the market risks associated with Notes are also described below.*

*The Issuer believes that the factors described below represent the material risks which are specific to the situation of the Issuer, the securities and to taking investment decisions in such securities, but the inability of the Issuer to pay principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered material risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision. No investment should be made in the Notes until after careful consideration of all those factors that are relevant in relation to the Notes. Prospective investors should reach an investment decision with respect to the suitability of the Notes for them only after careful consideration and consultation with their financial and legal advisers.*

*The order in which the following risks factors are presented is not an indication of the likelihood of their occurrence.*

### **A. Risks relating to the Issuer and the Group**

*The Group is exposed to the risks inherent in its core businesses.*

The Group's risk management focuses on the following main categories of risks, any of which could materially adversely affect the Group's business, results of operations and financial condition:

- Credit and counterparty risk (including country risk);
- Market risk;
- Operational risks (including accounting and environmental risks);
- Investment portfolio risk;
- Non-compliance risk (including legal, tax and reputational risks);
- Structural interest and exchange rate risk;
- Liquidity risk;
- Strategic risk;
- Business risk;
- Risk related to insurance activities;
- Risk related to specialised finance activities;
- Specific financial information;



- Regulatory ratios; and
- Other risks.

### **Risk Factors that may affect the Issuer's ability to fulfil its obligations under the Notes**

#### *Creditworthiness of the Issuer*

If you purchase the Notes, you are relying upon the creditworthiness of the Issuer.

#### *Limitations on recourse and rights with respect to underlyings*

A holder of the Notes has no rights against the sponsor of the Index and no direct rights against the Swap Counterparty. The Notes are not in any way sponsored, endorsed or promoted by the sponsor of the Index and such sponsor has no obligation to take into account the consequences of their actions on the Noteholders.

#### *Risks associated with product structure*

Once the proceeds of the issue of the Notes have been invested in the Compartment Assets, the corresponding Charged Assets (including, without limitation, the Swap Agreement and the Deposit Agreement) will constitute the only source of funds available to the Issuer for the satisfaction of its pre-enforcement obligations under the Notes and the relevant Related Agreements. Accordingly, if the Deposit Agreement and/or the Swap Agreement does not generate sufficient cashflows, either:

- (i) an Early Redemption Event under the Notes may occur, which, in turn, may lead to the realisation of the Charged Assets by the Disposal Agent; or
- (ii) an Event of Default may occur under the Notes, which, in turn, may lead to the enforcement and liquidation of the relevant Charged Assets by the Trustee (or its appointee under the Trust Deed Terms).

Furthermore, pursuant to the Deposit Agreement the amount the Issuer will deposit with the Deposit Counterparty shortly after the Issue Date will, based on the market conditions and interest rates prevailing on the third Business Day prior to the Issue Date, only enable the Deposit Counterparty to pay an amount equal to 90 per cent. of the then aggregate nominal amount of the Notes (corresponding to the Partial Principal Component of the Final Redemption Amount payable under the Notes) to the Issuer on or shortly before the Scheduled Maturity Date. Hence for the remaining 10 per cent. of their initial investment, Noteholders are at risk on the performance of the Index and on Societe Generale as the Swap Counterparty.

More particularly, and pursuant to the Terms and Conditions of the Notes, the Issuer will use part of the proceeds of the issue of the Notes to make payments to Delta Lloyd Bank S.A. pursuant to the Deposit Agreement as well as to make payments to the Swap Counterparty pursuant to the Swap Agreement.

The ability of the Issuer to pay the part of the Final Redemption Amount calculated by reference to the Partial Principal Component in respect of each Note will be dependent on the Deposit Counterparty performing its obligations under the Deposit Agreement and the creditworthiness of the Deposit Counterparty. If the Deposit Counterparty fails to pay any amount that it is due to pay under the Deposit Agreement or it becomes insolvent, investors may lose the value of their entire investment or part of it, as the case may be. Following such occurrence, the Notes may be redeemed earlier or later than the Maturity Date. The price of the Notes may be volatile and will be affected by, amongst other things, the time remaining to the Maturity Date and the creditworthiness of the Deposit Counterparty, which in turn may be affected by political, economic and financial events in one or more jurisdictions. In the event

that the Deposit Counterparty fails to pay an amount due under the Deposit Agreement when due or suffers an insolvency event, an Early Redemption Event will occur and the Issuer shall notify the Noteholders through the relevant clearing systems accordingly.

The ability of the Issuer to pay the part of the Final Redemption Amount calculated by reference to the Performance Component (if any) in respect of each Note will be dependent on the Swap Counterparty performing its obligations under the Swap Agreement. Consequently, the Issuer is exposed to the ability of Societe Generale to perform its obligations as Swap Counterparty and to the general creditworthiness of Societe Generale. Societe Generale will not provide credit support for its obligations under the Swap Agreement. The Issuer will be the sole party liable under the Notes. In the event of insolvency proceedings in relation to the Issuer, Noteholders bear the risk of delay in settlement of any claims they may have against the Issuer under the notes or receiving, in respect of their claims, the residual amount following realisation of the Issuer's assets after preferred creditors have been paid.

In the event the Swap Agreement terminates early due to a default by the Swap Counterparty, no Early Redemption Event will occur but no amount related to the Performance Component, which shall be deemed to be zero, will be payable in respect of the Notes. The Noteholders will receive the Partial Principal Component of Final Redemption Amount on the Scheduled Maturity Date. Any termination payment received by the Issuer from the Swap Counterparty less any costs and expenses incurred in terminating the Swap Agreement and obtaining such termination payment will be paid pro rata to the Noteholders first by way of a portion of principal on the Notes and secondly by way of interest on the Notes by the fifth Business Day following receipt thereof by the Issuer. Such payment may occur up to two calendar years following the Scheduled Maturity Date and be made in several instalments. (Notwithstanding the foregoing where the Swap Agreement terminates early in accordance with its terms as a result of an event of default thereunder in respect of which the Issuer is the defaulting party, the Notes will be redeemed early.)

Following an Early Redemption Event, the Notes may be redeemed earlier or later than the Scheduled Maturity Date. The occurrence of an event affecting either the underlying Index or the Deposit Agreement may result in an Early Redemption Event. Where the Early Redemption Event results from the failure of the Deposit Counterparty to make any payment due in respect of the Deposit Agreement or its insolvency, there may be difficulties in recovering the cash value of the Term Deposit. In such a case or in circumstances where the Issuer has not received a payment under any Charged Asset, the redemption in full of the Notes may be postponed by several days, months or years. If, by such corresponding day, the amounts are not able to be recovered, then the Noteholders may lose their entire investment amount. Investors should consider carefully the likelihood of such circumstances. There is no guarantee that any such delay in redemption will result in any payments or any additional payments to the Noteholders.

Following the Maturity Date, the Issuer will have no obligation to pay any further amounts to the holders of the Notes.

The Notes are suitable for investors who expect the underlying Index to perform positively and do not expect an event relating to the creditworthiness of the Deposit Counterparty, the Swap Counterparty or any other financial institutions involved in the transaction to occur, but in view of the potential for such an event to reduce the expected returns considerably, possibly even to zero, they should be capable of sustaining an entire loss of their capital investment.

The Trustee is not responsible for ensuring that the security created by the Issuer is valid and enforceable.

*Risks associated with the lack of independence of the Issuer and conflicts of interest*

Save as otherwise provided herein, the Issuer is not aware of any conflict of interest that is material to the issue/offer of Notes hereunder.

Codeis Securities S.A. will act as the Issuer under the Notes. Societe Generale will act as the Swap Counterparty, Compartment Assets Manager, Disposal Agent, Market Maker, Voting Agent and Calculation Agent. As a result, investors will be exposed to potential conflicts of interest and operational risks arising from the lack of independence associated with Societe Generale acting as Swap Counterparty to the Issuer, Compartment Assets Manager, Disposal Agent, Market Maker, Voting Agent and Calculation Agent. The potential conflicts of interests and operational risks arising from such lack of independence are in part intended to be mitigated by the fact that different divisions within Societe Generale will be responsible for (i) providing the Swap and (iii) acting as Compartment Assets Manager, Disposal Agent, Market Maker, Voting Agent and Calculation Agent and that each division is run as a separate operational unit, segregated by Chinese walls (information barriers) and run by different management teams. Whilst compliance procedures require effective segregation of duties and responsibilities between the relevant divisions within Societe Generale, the possibility of conflicts of interest arising cannot be wholly eliminated.

Societe Generale provides a full array of capital market products and advisory services worldwide including the issuance of "structured" Notes where interest and/or principal is/are linked to the performance of underlying assets. The Issuer and any of its affiliates, in connection with their other business activities, may possess or acquire material information about the underlying assets. Such activities and information may cause consequences adverse to the Noteholders. Such actions and conflicts may include, without limitation, the exercise of voting power, the purchase and sale of securities, financial advisory relationships and the exercise of creditor rights. The Issuer and any of its affiliates have no obligation to disclose such information about the underlying assets or the companies to which they relate. The Issuer and any of its affiliates and their officers and directors may engage in any such activities without regard to the Notes or the effect that such activities may directly or indirectly have on any Note.

In particular, the following potential conflicts of interest could exist in connection with any issue of Notes in the context of this Programme:

- the Issuer is a subsidiary of Societe Generale and is within the scope of application of the corporate governance of the Group. It is not excluded that potential conflicts of interest between the Issuer and Societe Generale could affect the Noteholders;
- the Arranger, the Paying Agents, the Registrar, the Transfer Agent, Exchange Agent, Compartment Assets Manager, Disposal Agent, Market Maker, Swap Counterparty, Voting Agent and Calculation Agent are all part of the Group. A deterioration of Societe Generale's credit risk would also affect its affiliated companies and thus have a negative impact on the obligations of each of the entities listed above in relation to the Notes. If one of these entities does not respect its obligations towards the Issuer, this could have a negative impact on the Noteholders;
- in the normal course of their activity, Societe Generale and its affiliated companies (a) could be required to carry out transactions for their own account or for the account of their clients and hold long and short term positions on the underlying assets and/or products derived from these assets and (b) could be in business relationships and act as the financial advisor for companies whose shares or notes are underlying assets and/or Notes and could be deemed to be contrary to the interests of the Noteholders;

- in the normal course of their activity, Societe Generale and its affiliated companies could possess or acquire information which is not public knowledge on the underlying assets and which are or could be important to the Notes. None of the Societe Generale company group entities intend to make this information available to the Noteholders;
- one or more of the Issuer's affiliates may engage in trading and other business activities relating to the underlying fund(s) or their underlying assets that are not for the Noteholders' accounts or on behalf of the Noteholders (see "*Certain business activities may create conflicts of interest with Noteholders*" below). In connection with the offering of the Notes, the Issuer, Societe Generale or its affiliates may enter into one or more hedging transactions with respect to the Notes, the Charged Assets or related derivatives. In connection with such hedging by the Issuer, Societe Generale or its affiliates (or any market-making activities or with respect to proprietary or other trading activities by Societe Generale) may enter into transactions in the Charged Assets or related derivatives which may affect the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the relevant Noteholders.

#### *Securitisation Act 2004, Compartments and Limited Recourse*

The board of directors of the Issuer (the "**Board**") may establish one or more compartments (together the "**Compartments**" and each a "**Compartment**") each of which constitutes either a Category A Compartment or a Category B Compartment or the Category X Compartment, each of which is a separate and distinct part of the Issuer's estate (*patrimoine*) and which may be distinguished by the nature of acquired risks or assets and, as far as each Category A Compartment and Category B Compartment is concerned, the Conditions, in each case as completed by the applicable final terms, the reference currency or other distinguishing characteristics. The Conditions of the Notes issued in respect of, and the specific objects of, each Category A Compartment shall be determined by the Board. Each Secured Party shall be deemed to fully adhere to, and be bound by, the Conditions applicable to the Notes and the articles of incorporation of the Issuer (the "**Articles**" or the "**Articles of Incorporation**").

The Issuer is established as a *société de titrisation* within the meaning of the Securitisation Act 2004, which provides that claims against the Issuer by the Secured Parties will, in principle, be limited to the net assets of the relevant series included in the relevant Compartment. In respect of Compartment A0049 and any Note, and following a Note Acceleration in respect of such Note, the entitlement of the holder of the Note as against the Issuer will be limited to such Noteholder's *pro rata* share of the proceeds of the Charged Assets applied in accordance with the Order of Priority specified in the Issue Specific Terms. If, in respect of any Note, the net proceeds of the enforcement or liquidation of the relevant Charged Assets applied as aforesaid are not sufficient to make all payments due in respect of the Note in accordance with the Order of Priority specified in the Issue Specific Terms then, (i) no other assets of the Issuer will be available to meet such Residual Shortfall Amount; (ii) the claims of the holder of the Note as against the Issuer in respect of any such Residual Shortfall Amount shall be extinguished and (iii) neither the holder of a Note nor any person on its behalf shall have the right to petition for the winding-up of the Issuer as a consequence of any Residual Shortfall Amount or otherwise. Noteholders, by acquiring the Notes, expressly accept, and shall be deemed to be bound by, the provisions of the Securitisation Act 2004 and, in particular, the provisions with respect to limited recourse, non-petition, subordination and priority of payments.

Subject to the particular rights and limitations attaching to the Notes, as specified in the Articles or upon which such Notes are issued including, without limitation, the relevant Conditions and the Issue Specific Terms, if the net assets of the Compartment are liquidated, the proceeds thereof shall be applied in the order set out in the Conditions.

Fees, expenses and other liabilities incurred on behalf of the Issuer but which do not relate specifically to the Compartment shall, unless otherwise determined by the Board, be general liabilities of the Issuer and shall not be payable out of the assets of the Compartment. The Board shall ensure, to the extent possible (although there is no guarantee that the Board will be able to achieve this), that creditors of such liabilities waive recourse to the assets of any Compartment.

The Board shall establish and maintain separate accounting records for each of the Compartments of the Issuer. The assets of the Compartment include (i) the proceeds of the issue of the Notes and the Related Agreements and (ii) the proceeds of the issue of any Related Notes issued in respect of the Compartment and any agreements relating thereto. Noteholders are therefore exposed not only to risks relating to their Series of Notes but also to actions relating to another Series of Notes issued previously or in the future as part of the same Compartment. This includes allowing for the Notes to be accelerated prior to their scheduled maturity date and for the security granted in respect of the Compartment to become due. The fees, costs and expenses in relation to the Notes of each Series are allocated to the Compartment in accordance with the relevant Conditions.

To give effect to the provisions of the Securitisation Act 2004 and the Articles under which the Charged Assets of the Compartment are available only for the Secured Parties for the relevant Series relating to that Compartment, the Issuer will seek (although there is no guarantee that the Issuer will be able to achieve this) to contract with parties on a "limited recourse" basis such that claims against the Issuer in relation to the Notes would be restricted to the Charged Assets of the Compartment.

#### *Consequences of Winding-up Proceedings*

If the Issuer fails for any reason to meet its obligations or liabilities (that is, if the Issuer is unable to pay its debts and cannot obtain further credit), a creditor, who has not (and cannot be deemed to have) accepted non-petition and limited recourse provisions in respect of the Issuer, is entitled to make an application for the commencement of insolvency proceedings against the Issuer. In that case, such creditor should however not have recourse to the assets of any Compartment (in the case that the Issuer has created one or more Compartments) but should have to exercise his rights on the general assets of the Issuer unless his rights would arise in connection with the "creation, operation or liquidation" of a Compartment, in which case, the creditor would have recourse to the assets allocated to that Compartment but he would not have recourse to the assets of any other Compartment. Furthermore, the commencement of such proceedings may in certain conditions, entitle creditors (including the relevant counterparties) to terminate contracts with the Issuer (including Related Agreements) and claim damages for any loss created by such early termination. The Issuer will seek to contract only with parties who agree not to make application for the commencement of winding-up, liquidation and bankruptcy or similar proceedings against the Issuer. Legal proceedings initiated against the Issuer in breach of these provisions shall, in principle, be declared inadmissible by a Luxembourg court.

#### *Custody Arrangements*

Compartment Assets (together with any related security) will, unless otherwise specified in the Issue Specific Terms, be held by the Custodian on behalf of the Issuer pursuant to the Custody Agreement (as defined in Condition 8(c)(i)). Any assets held by the Custodian may be unavailable to investors upon the bankruptcy of the Custodian or, if different, the bank or financial institution with which such assets are held.

## **General risks relating to the Notes**

### **1 - Set out below is a brief description of certain risks relating to the Notes generally**

#### *Independent Review and Advice*

Each prospective investor in the Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Notes is fully consistent with its financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it and is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in investing in or holding the Notes.

A prospective investor may not rely on the Issuer, the Arranger or the Dealer(s) or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above.

#### *Modification*

The conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

#### *Assessment of Investment Suitability*

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- have sufficient financial resources
- and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing

conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio. Some Notes which are complex financial instruments may be redeemable at an amount below par, in which case investors may lose the value of part or their entire investment.

#### *Taxation*

Potential Purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available in relation to the tax treatment of financial instruments such as the Notes. Potential investors are advised not to rely upon the tax summary contained in this Prospectus (including the Issue Specific Terms) but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes. Only such adviser is in a position to duly consider the specific situation of the potential investor. This investment consideration has to be read in connection with the taxation sections of this Prospectus and the Issue Specific Terms.

#### *EU Savings Directive*

Under Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of other Member States details of certain payments of interest or similar income paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another Member State.

On 24 March 2014, the Council of the European Union adopted a Council Directive amending and broadening the scope of the requirements described above. Member States are required to apply these new requirements from 1 January 2017. The changes will expand the range of payments covered by the Directive, in particular to include additional types of income payable on securities. The Directive will also apply a "look through approach" to certain payments where an individual resident in a Member State is regarded as the beneficial owner of that payment for the purposes of the Directive. This approach may apply to payments made to or by, or secured for or by, persons, entities or legal arrangements (including trusts), where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

For a transitional period, Luxembourg and Austria are required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments. The changes referred to above will broaden the types of payments subject to withholding in those Member States which still operate a withholding system when they are implemented. In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Directive.

The end of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent (as defined in the Conditions of the Notes) nor any other person would be obliged to pay additional amounts in respect to any Note as a

result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the Directive.

*Change of law*

The conditions of the Notes (including any non-contractual obligations arising there from or connected therewith) are based on relevant laws in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to such laws, or the official application or interpretation of such laws or administrative practices, after the date of this Prospectus.

*The proposed financial transactions tax (“FTT”)*

The European Commission has published a proposal for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”).

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.

Under current proposals the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between the participating Member States and is the subject of legal challenge. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

*U.S. Foreign Account Tax Compliance Act (“FATCA”) withholding risk*

FATCA generally imposes a 30 per cent. withholding tax on certain payments to certain non-US financial institutions that do not enter into and comply with an agreement with the U.S. Internal Revenue Service (the “**IRS**”) to provide certain information on its U.S. accountholders (including the holders of its debt or equity). The IRS is still in the process of developing and issuing guidance on the implementation of FATCA and the full extent and implications of the legislation are presently unclear in the market. Therefore, it is not certain whether FATCA will ultimately impose obligations on certain Noteholders or the Issuers.

FATCA IS PARTICULARLY COMPLEX AND ITS APPLICATION TO THE ISSUERS IS UNCERTAIN AT THIS TIME. EACH NOTEHOLDER SHOULD CONSULT ITS OWN TAX ADVISER TO OBTAIN A MORE DETAILED EXPLANATION OF FATCA AND TO DETERMINE HOW THIS LEGISLATION MIGHT AFFECT EACH HOLDER IN ITS PARTICULAR CIRCUMSTANCES.

*The Dodd-Frank Wall Street Reform and Consumer Protection Act*

The Dodd-Frank Wall Street Reform and Consumer Protection Act (“**Dodd-Frank**”), which



provides for substantial changes to the regulation of the futures and over-the-counter (“**OTC**”) derivative markets, was enacted in July 2010.

Dodd-Frank requires regulators, including the CFTC, the Securities and Exchange Commission (the “**SEC**”) the Department of the Treasury, the Financial Stability Oversight Council (the “**FSOC**”), the Office of the Comptroller of the Currency, and the Federal Deposit Insurance Corporation to adopt regulations to implement many of the requirements of the legislation. While certain regulations under Dodd-Frank have been adopted, much of the significant rule-making remains to be done, and the ultimate nature and scope of the regulations cannot yet be determined.

Under Dodd-Frank, the CFTC has approved a final rule to impose limits on the size of positions that can be held by market participants with respect to 28 physical commodity futures contracts as well as futures and swaps that are economically equivalent to those contracts. Moreover, the CFTC’s rule on position limits was vacated by federal court in September 2012, and in November 2012, the CFTC decided to appeal against the court’s decision. While the precise scope and effect of the final rule is therefore not yet known, these limits, once final, will likely restrict the ability of market participants to participate in the commodity, future and swap markets and markets for other OTC derivatives to the extent and at the levels that they have in the past. These factors may have the effect of reducing liquidity and increasing costs in these markets as well as affecting the structure of the markets in other ways.

In addition, these legislative and regulatory changes will likely increase the level of regulation of markets and market participants, and therefore the costs of participating in the commodities, futures and OTC derivative markets. Without limitation, these changes will require many OTC derivative transactions to be executed on regulated exchanges or trading platforms and cleared through regulated clearing houses. Swap dealers are already required to be registered, to comply with business conduct standards and to clear certain classes of interest rate and credit default swaps through registered derivatives clearing organizations (unless an exception to clearing applies). In the future, swap dealers will likely be subject to various additional regulatory requirements, including capital and margin requirements, although CFTC rules relating to capital and margin have not yet been finalized. The various legislative and regulatory changes, and the resulting increased costs and regulatory oversight requirements, could result in market participants being required to, or deciding to, limit their trading activities, which could cause reductions in market liquidity and increases in market volatility. These consequences could adversely affect the return on and value of the Notes.

Dodd-Frank also requires the SEC to promulgate rules generally prohibiting firms from underwriting or sponsoring an asset-backed security, including certain synthetic structured products, that would result in a material conflict of interest with respect to investors in that security; establishes the FSOC to oversee systemic risk, and provides regulators with the power to require companies deemed “systemically important” to sell or transfer assets and terminate activities if the regulators determine that the size or scope of activities of the company pose a threat to the safety and soundness of the company or the financial stability of the United States; requires covered entities to provide a credible plan for resolution under the Bankruptcy Code, and provides sanctions that include divestiture of assets or restructuring in the event the plan is deemed insufficient; and requires several regulators to jointly promulgate rules implementing prohibitions and restrictions on proprietary trading and certain interests in, and relationships with, hedge funds and private equity funds (the “**Volcker Rule**”). Once the Volcker Rule becomes effective, it could prohibit Société Générale from owning the Issuer or guaranteeing payments on the Notes (including previously issued Notes and outstanding Notes).

Given that the full scope and consequences of the enactment of Dodd-Frank and the rules still to be enacted thereunder are not yet known, investors are urged to consult their own advisors regarding the suitability of an investment in any Notes under the Programme.

Further, the Issuer could be required to register as a commodity pool operator and to register one or more issue of Notes as commodity pools with the CFTC through the National Futures Association. Such additional registrations may result in increased reporting obligations and also in extraordinary, non-recurring expenses of the Issuers thereby materially and adversely impacting a Note's value.

In addition, other regulatory bodies have proposed or may propose in the future regulations similar to those required by Dodd-Frank or other regulations containing other restrictions that could adversely impact the liquidity of and increase costs of entering into derivatives transaction. For example, the European Commission recently published a proposal to update the Markets in Financial Instruments Directive (MiFID II) and Markets in Financial Instruments Regulation (MiFIR), which proposes regulations to establish position limits (or an alternative equivalent) on trading derivatives, although the scope of any final rules and the degree to which member states will be required or permitted to adopt these regulations or additional regulations remains unclear. If these regulations are adopted or other regulations are adopted in the future, they could have an adverse impact on the return on and value of the Notes. Furthermore, potential inconsistency between regulations issued by different regimes could lead to market fragmentation.

#### *European Market Infrastructure Regulation and Markets in Financial Instruments Directive*

In addition, European Regulation 648/2012, known as the European Market Infrastructure Regulation ("**EMIR**") entered into force on 16 August 2012 and took direct effect in the member states of the European Union in February 2014. Under EMIR certain over-the-counter ("**OTC**") derivatives that are traded in the European Union by financial counterparties ("**FCs**"), such as investment firms, credit institutions and insurance companies, and certain non-financial counterparties ("**NFCs**") have to be cleared (the "**clearing obligation**") via an authorised central clearing counterparty (a "**CCP**"). In addition, EMIR requires the reporting of OTC derivative contracts to a trade repository (the "**reporting obligation**") and introduces certain risk mitigation requirements in relation to OTC derivative contracts that are not cleared by a CCP.

Under EMIR, a CCP will be used to meet the clearing obligation by interposing itself between the counterparties to the eligible derivative contracts. CCPs will connect with derivative counterparties through their clearing members. Each derivative counterparty will be required to post both initial and variation margin to the clearing member, which will in turn be required to post margin to the CCP. EMIR requires CCPs to only accept highly liquid collateral with minimal credit and market risk. A Non-FCP may also be subject to the clearing obligation and the reporting obligation, subject to its positions in OTC derivatives contracts exceeding certain thresholds. Whilst it appears that an entity like the Issuer would be considered a Non-FCP under EMIR, the position remains to be fully clarified. Thus it cannot be excluded that the Issuer will be subject to the clearing obligation in the future. Non-FCPs which enter into an OTC derivative contract which are not "eligible" for clearing would have to ensure that appropriate procedures and arrangements are in place to monitor and minimise operational and credit risk.

The Issuer may have to apply certain risk mitigation techniques in relation to timely confirmation, portfolio reconciliation and compression, and dispute resolution that are applicable to OTC derivatives contracts that are not cleared by a CCP. Further, the Issuer will be required to deliver certain information about any Swap to a registered or recognised trade

repository. The European Securities and Markets Authority (“**ESMA**”) has developed certain regulatory and implementing technical regulation standards in connection with EMIR that have been adopted by the European Commission. According to these standards the starting date for such reporting obligation depends on the point in time when the responsible trade repositories in the various jurisdictions become registered. If no registered trade repository is registered by 1 July 2015, the reporting obligation will commence on this date and contracts will have to be reported to ESMA. Therefore, to date, it is not entirely clear when the reporting obligations for the Issuer under EMIR will start to apply. According to the regulatory technical standards adopted as Commission Delegated Regulation (EU) No 149/2013 of 19 December 2012 that entered into force on 15 March 2013, the obligations in relation to certain risk mitigation techniques (portfolio reconciliation, portfolio compression and dispute resolution) will apply as of 15 September 2013. EMIR also imposes a record-keeping requirement pursuant to which counterparties must keep records of any derivative contract they have concluded and any modification for at least five years following the termination of the contract.

The EU regulatory framework relating to derivatives is set not only by EMIR but also by the proposal to update the existing Markets in Financial Instruments Directive (“**MiFID II**”) which have not been finalised. In particular, MiFID II is expected to require all transactions in OTC derivatives to be executed on a trading venue. In this respect, it is difficult to predict the full impact of these regulatory requirements on the Issuer.

Investors in the Notes should be aware that the regulatory changes arising from EMIR and MiFID II may in due course significantly raise the costs of entering into derivative contracts and may adversely affect the Issuer's ability to engage in transactions in OTC derivatives. As a result of such increased costs or increased regulatory requirements, investors may receive less interest or return, as the case may be. Investors should be aware that such risks are material and that the Issuer could be materially and adversely affected thereby. The full impact of EMIR and of MiFID II remains to be clarified and the scope of their possible implications of for investors in the Notes cannot currently be predicted. As such, investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR and MiFID II and technical implementation in making any investment decision in respect of the Notes.

*No legal and tax advice*

Each prospective investor should consult its own advisers as to the legal, tax and related aspects of an investment in the Notes. A Noteholder's effective yield on the Notes may be diminished by tax imposed on that Noteholder in respect of its investment in the Notes.

A Noteholder's actual yield on the Notes may be reduced from the stated yield by transaction costs.

*Transfer Restrictions*

The Notes are Permanently Restricted Notes. The Notes, or any interest therein, may not be offered, sold, unsold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States or to, or for the account or benefit of, a U.S. Person. Such restrictions on transfer may limit the liquidity of such Notes. Consequently, a Purchaser must be prepared to hold such Notes for an indefinite period of time and potentially until their maturity.

Any sale or transfer of Notes in the United States or to, or for the account or benefit of, U.S. Persons in violation of such transfer restrictions or any sale or transfer of the Notes that would cause the Issuer or any Compartment to become required to register as an investment company under the Investment Company Act will be void *ab initio* and will not be honoured by

the Issuer, except to the extent otherwise required by law. In addition, the Issuer may, in its discretion, redeem the Notes held by such Purchaser or other transferee or compel any such Purchaser or other transferee to transfer such Notes. Any such redemption or forced transfer may result in a significant loss of a Noteholder's investment.

#### *Investment Company Act*

The Issuer has not registered with the United States Securities and Exchange Commission (the "SEC") as an investment company pursuant to the Investment Company Act. Investors in the Notes will not have the protections of the Investment Company Act.

If the SEC or a court of competent jurisdiction were to find that the Issuer is required, but in violation of the Investment Company Act, has failed, to register as an investment company, possible consequences include, but are not limited to, the following: (i) the SEC could apply to a district court to enjoin the violation; (ii) investors in the Issuer could sue the Issuer and recover any damages caused by the violation; and (iii) any contract to which the Issuer is party that is made in, or whose performance involves, a violation of the Investment Company Act would be unenforceable by any party to the contract unless a court were to find that under the circumstances enforcement would produce a more equitable result than non-enforcement and would not be inconsistent with the purposes of the Investment Company Act. Should the Issuer be subjected to any or all of the foregoing, the Issuer would be materially and adversely affected.

*A Noteholder's actual yield on the Notes may be reduced from the stated yield by transaction costs.*

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the profit potential of the Notes. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of securities (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Prospective investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

#### *Legality of Purchase*

Neither the Issuer, the Arranger, the Dealer(s) nor any of their affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor in the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory rule applicable to it.

**2 - Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk**

#### *Reliance on Euroclear and Clearstream, Luxembourg procedures*

Notes will be represented on issue by a Global Note(s) deposited with a common depository for Euroclear and Clearstream, Luxembourg (each as defined under "Form of the Notes"). Except in the circumstances described in the Global Note, investors will not be entitled to

receive Notes in definitive form. Each of Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the beneficial interests in each Global Note held through it. While the Notes are represented by a Global Note, investors will be able to trade their beneficial interests only through the relevant clearing systems and their respective participants.

While the Notes are represented by Global Note(s), the Issuer will discharge its payment obligation under the Notes by making payments through the relevant clearing systems. A holder of a beneficial interest in a Global Note must rely on the procedures of the relevant clearing system and its participants to receive payments under the Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in any Global Note.

Holders of beneficial interests in a Global Note will not have a direct right to vote in respect of the Notes so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

#### *The secondary market generally*

No application has been made to list the Notes on any stock exchange. Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

#### *Legal investment considerations may restrict certain investments*

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

#### ***Risk Factors relating to the Index***

The performance of the Notes is linked to the Index and therefore investors should be aware of the following risk factors:

##### *General*

Investments in securities where payment is dependent in part upon the level of an index, such as the Notes, entail significant risks and may not be appropriate for investors lacking financial expertise. The return of the Notes is partly based on the performance of an equity index (the "**Index Reference Asset**") which value fluctuates. Changes in the value of the Index Reference Asset cannot be predicted. Although historical data with respect to the Index Reference Asset is available, the historical performance of the Index Reference Asset should not be taken as an indication of future performance.

As a result, potential investors should be aware that:

- (a) the market price of their Notes may be volatile; and
- (b) the Index Reference Asset may be subject to significant fluctuations that may not correlate with changes in other indices.

Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in the Notes and the suitability of the Notes in light of its particular circumstances.

*Return does not reflect dividends*

Depending upon the calculation methodology of an index, where the performance of an index is taken into account in order to calculate payments due under the Notes the payment of income (such as dividends for an index that has stocks as underlyings) may not be reflected as the index may be calculated by reference to the prices of the underlyings comprising the index without taking into consideration the value of any income paid on those underlying assets. Therefore, the yield to maturity of the Notes may not be the same as the yield that would be produced if such underlying assets were purchased and held for a similar period.

*Specific risks relating to indices*

Notes based on an index are subject to risks broadly similar to those attending any investment in a broadly-based portfolio of assets including, without limitation, the risk that the general level of prices for such assets may decline. The following is a list of some of the significant risks associated with an index:

- historical performance of the index does not indicate the future performance of the index. It is impossible to predict whether the value of the index will fall or rise during the term of the Notes; and
- if the index comprises underlying stocks, the trading prices of the stocks underlying the index will be influenced by political, economic, financial, market and other factors. It is impossible to predict what effect these factors will have on the value of any asset related to the index and, in turn, the return on the Notes.

The policies of the sponsor of an index (including a sponsor that is affiliated with Societe Generale) concerning additions, deletions and substitutions of the assets underlying the index and the manner in which the index sponsor takes account of certain changes affecting such underlying assets may affect the value of the index. The policies of an index sponsor with respect to the calculation of an index could also affect the value of the index. An index sponsor may discontinue or suspend calculation or dissemination of information relating to its index. Any such actions could affect the value of the Notes. See the section in the Supplemented Base Prospectus headed "Equity Technical Annex" for more details.

*Claims against the Index*

The Notes do not represent a claim against the Index, to which the redemption amount of the Notes is in part linked, (or any issuer, sponsor, manager or other connected person in respect of the Index) and Noteholders will not have any right of recourse under the Notes to the Index (or any issuer, sponsor, manager or other connected person in respect of the Index). The Notes are not in any way sponsored, endorsed or promoted by any issuer, sponsor, manager or other connected person in respect of the Index and such entities have no obligation to take into account the consequences of their actions on any Noteholders.

In addition, indices may be subject to management fees and other fees as well as charges that are payable to the index sponsor(s) and which can reduce amounts payable to Noteholders. Such fees may be paid to index sponsors that are affiliates of Societe Generale.

*Investors' yield may be lower than the yield on a standard debt security of comparable maturity*

Unlike conventional fixed rate or floating rate debt securities, the Notes do not provide investors with periodic payments of interest. Further, to the extent that any amount payable under the Notes (including, without limitation, the Final Redemption Amount or Early Redemption Amount of the relevant Notes) is partly calculated by reference to the performance of the Index Reference Asset (an "**Index Linked Amount(s)**"), the effective yield to maturity of the Notes may be less than that which would be payable on a conventional fixed rate or floating rate debt security. The return of only the relevant IndexLinked Amount(s) of each Note may not compensate the holder for any opportunity cost implied by inflation and other factors relating to the value of money over time.

*Adjustment or substitution – Early redemption of the Notes*

The Calculation Agent may, in certain circumstances, proceed to adjustments or substitutions, or even decide the early redemption of the Notes, in particular upon the occurrence of events affecting the underlying instrument(s). In the absence of manifest or proven error, these adjustments, substitutions or early redemption decisions will be binding upon the Issuer, the Agent and the Noteholders. The Issuer may also have a discretionary right to redeem the Notes early. In all such cases, the early redemption of the Notes may result in the total or partial loss of the amount invested.

### **C. Risks relating to the market value of the Notes**

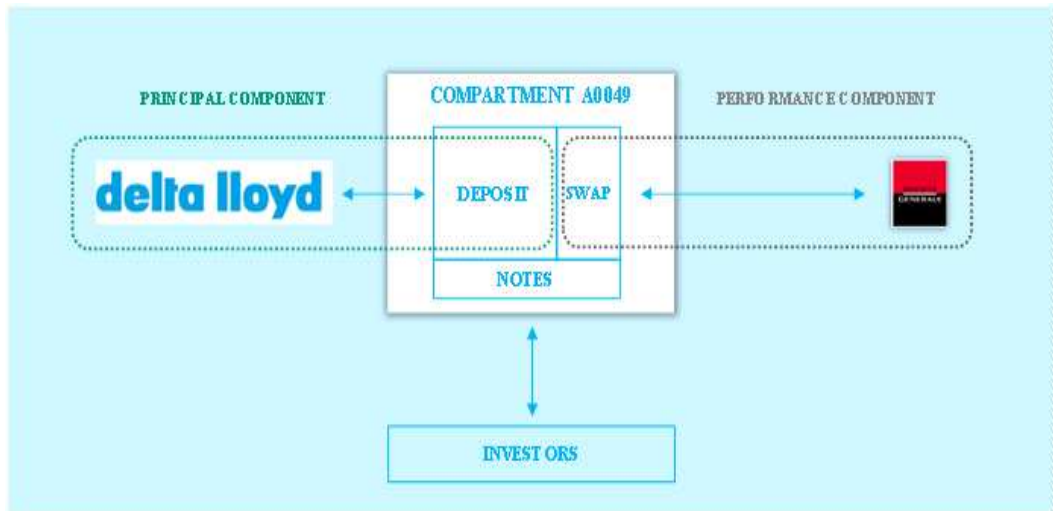
The market value of the Notes will be affected by the creditworthiness of the Deposit Counterparty and a number of additional factors, including the market interest and yield rates and the time remaining to the maturity date.

The value of the Notes depends on a number of interrelated factors, including economic, financial and political events in France, Luxembourg, Belgium and elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Notes are traded. The price at which a Noteholder will be able to sell the Notes prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser.

### OVERVIEW OF THE TRANSACTION

*This overview must be read as an introduction to the Prospectus and any decision to invest in any Notes should be based on a consideration of the Prospectus as a whole.*

The expected cash flows under the Deposit Agreement and the Swap Agreement, as set out in paragraph 44 (xv) of the Issue Specific Terms, are summarised in the diagram set out below:





## DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published and have been filed with the CSSF shall be incorporated by reference in, and form part of, this Prospectus:

- (i) the base prospectus relating to the Programme dated 20 June 2012 (the "**Base Prospectus**"), the first supplement dated 29 June 2012 (the "**First Supplement**") and the second supplement dated 16 August 2012 (the "**Second Supplement**") (the "**Supplemented Base Prospectus**").

For the avoidance of doubt, the third supplement dated 23 October 2012 (the "**Third Supplement**"), the fourth supplement dated 16 November 2012 (the "**Fourth Supplement**"), the fifth supplement dated 7 December 2012 (the "**Fifth Supplement**"), the sixth supplement dated 14 December 2012 (the "**Sixth Supplement**"), the seventh supplement dated 17 December 2012 (the "**Seventh Supplement**"), the eighth supplement dated 18 February 2013 (the "**Eighth Supplement**"), the ninth supplement dated 18 March 2013 (the "**Ninth Supplement**") and the tenth supplement dated 21 May 2013 (the "**Tenth Supplement**") to the abovementioned base prospectus relating to the Programme, which are not referred to in paragraph (i) above, are not incorporated by reference into this Prospectus as it is considered that the information contained in such supplements is not relevant to this issuance;

- (ii) the annual accounts and report of the approved independent auditor of Codeis Securities S.A. (*société anonyme*) for the financial year ended 31 December 2013 (the "**Issuer's 2013 Audited Financial Statements**") and the annual accounts and report of the independent statutory auditor of Codeis Securities S.A. (*société anonyme*) for the financial year ended 31 December 2012 (the "**Issuer's 2012 Audited Financial Statements**") and, together with the Issuer's 2013 Audited Financial Statements, the "**Annual Financial Statements**");
- (iii) the Issuer's unaudited interim financial information and audit report for the six months ending 30 June 2014 (the "**2014 Interim Accounts**") and the Issuer's unaudited financial information for the six months ending 30 June 2013 (the "**2013 Interim Accounts**") and, together with the 2014 Interim Accounts, the "**Interim Accounts**");
- (iv) the consolidated annual report of Delta Lloyd Bank S.A for the financial year ending 2012 (the "**2012 DLB Consolidated Annual Report**") and the consolidated annual report of Delta Lloyd Bank S.A for the financial year ending 2013 (the "**2013 DLB Consolidated Annual Report**") and together with the 2012 DLB Consolidated Annual Report, the "**DLB Annual Financial Statements**");
- (v) the report of the approved independent auditor in respect of Delta Lloyd Bank SA consolidated financial statements for the financial year ending 2012 (the "**2012 Auditor Report**") and the report of the approved independent auditor in respect of Delta Lloyd Bank SA consolidated financial statements for the financial year ending 2013 (the "**2013 Auditor Report**");
- (vi) the *rapport d'activités* of Delta Lloyd Bank S.A for the financial year ending 2013 (the "**2013 Rapport d'Activités**"), which is also available on the following website: <https://www.deltalloydbank.be/fr/a-propos-de-delta-lloyd/donnees-de-l-entreprise/rapports-dactivites>;

- (vii) the annual report of Delta Lloyd group for the financial year ending 2013 (the “**2013 Group Annual Report**”) which is also available on the following website: [http://verslag.deltalloydgroep.com/media/3838411/DLG\\_2013\\_AnnualReport.pdf](http://verslag.deltalloydgroep.com/media/3838411/DLG_2013_AnnualReport.pdf);
- (viii) the press release dated 2 October 2013 headed “Delta Lloyd intends to sell Belgian banking activities”, which is also available on the following website <http://www.deltalloydgroep.com/en/press/press-releases/delta-lloyd-intends-to-sell-belgian-banking-activities--1732956/> (the “**October 2013 Press Release**”);
- (ix) the press release dated 9 October 2014 headed “Belgian banking activities remain part of Delta Lloyd”, which is also available on the following website <http://www.deltalloydgroep.com/en/press/press-releases/belgian-banking-activities-remain-part-of-delta-lloyd-1861681/> (the “**October 2014 Press Release**”),

save that to the extent that there is any inconsistency between (a) any statement in, or incorporated by reference in, this Prospectus by the documents listed above and (b) any other statement in, or incorporated by reference in, this Prospectus, the statements in (a) above will prevail.

**CROSS-REFERENCE LISTS TO DOCUMENTS INCORPORATED BY REFERENCE**

**CROSS REFERENCE LIST RELATING TO ANNUAL FINANCIAL STATEMENTS OF CODEIS SECURITIES S.A.**

<b>Codeis Securities S.A. audited annual financial statements for the financial years ended 31 December 2012 and 31 December 2013, the related notes and the independent auditor's reports</b>	<b>2012 Issuer's Audited Financial Statements</b>	<b>2013 Issuer's Audited Financial Statements</b>
Balance sheet relating to Codeis Securities S.A.	15;17	15;17
Profit and loss account relating to Codeis Securities S.A.	16;18	16;18
Balance sheet relating to the Compartments of Codeis Securities S.A.	19;21;23;25;27;29;31;33;35;37;39;41;43;45;47;49;51;54;56;58;60;62;64;66;68;70;72;74;76;78;80;82;84;86;88;90 and 92	19;21;23;25;27;29;31;34;36;38;40;42;44;46;48;50;53;55;57;59;61;63;65;68;70;72;74;76;78;80;82;84;86;88;90;92;94;96 and 98
Profit and loss account relating to the Compartments of Codeis Securities S.A.	20;22;24;26;28;30;32;34;36;38;40;42;44;46;48;50;52;53;55;57;59;61;63;65;67;69;71;73;75;77;79;81;83;85;87;89;91 and 93	20;22;24;26;28;30;32;33;35;37;39;41;43;45;47;49;51;52;54;56;58;60;62;64;66;67;69;71;73;75;77;79;81;83;85;87;89;91;93;95;97 and 99
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Independent auditor's report	13 to 14	13 to 14

**CROSS REFERENCE LIST RELATING TO INTERIM FINANCIAL STATEMENTS OF CODEIS SECURITIES S.A.**

<b>Codeis Securities S.A. semi-annual accounts for the six month periods from 1 January to 30 June 2013 and from 1 January to 30 June 2014</b>	<b>2013 Issuer's Unaudited Interim Financial Statements</b>	<b>2014 Issuer's Unaudited Interim Financial Statements</b>
Balance sheet relating to Codeis Securities S.A.	13; 15	12; 14
Profit and loss account relating to Codeis Securities S.A.	14; 16	13;15
Balance sheet relating to the Compartments of Codeis Securities S.A.	17; 19; 21; 23; 25; 27; 29; 32; 34; 36; 38; 40; 42; 44; 46; 48; 51; 53; 55; 57; 60; 62; 64; 67; 69; 71; 73; 75; 77; 79; 81; 83; 85; 87; 89 and 91	16 ;18 ;20 ;22 ;24 ;26 ;28 ;30 ;32 ;34 ;36 ;38 ;40 ;42 ;44 ;46 ;48 ;50 ;52 ;54 ;56 ;58 ;60 ;62 ;64 ;66 ;68 ;70 ;72 ;75 ;77 ;79 ;81 ;83 ;85 ;87 ;89 ;91 ;93 ;95 and 97

Profit and loss account relating to the Compartments of Codeis Securities S.A.	18; 20; 22; 24; 26; 28; 30; 31; 33; 35; 37; 39; 41; 43; 45; 47; 49; 50; 52; 54; 56; 58; 59; 61; 63; 65; 66; 68; 70; 72; 74; 76; 78; 80; 82; 84; 86; 88; 90 and 92	17 ;19 ;21 ;23 ;25 ;27 ;29 ;31 ; 33 ;35 ;37 ;39 ;41 ;43 ;45 ;47 ; 49 ;51 ;53 ;55 ;57 ;59 ;61 ;63 ; 65 ;67 ;69 ;71 ;73 ;74 ;76 ;78 ; 80 ;82 ;84 ;86 ;88 ;92 ;94 ;96 and 98
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**CROSS-REFERENCE LIST RELATING TO THE SUPPLEMENTED BASE PROSPECTUS**

<b>Brief description of the group and of the Issuer's position within it.</b>	Pages 1 - 2 of the Base Prospectus under the heading "Summary of the Programme"
<b>General description of the Programme</b>	Pages 16 to 20 of the Base Prospectus
<b>Terms and Conditions of the Notes</b>	Pages 132 to 205 of the Base Prospectus Pages 3 to 6 of the First Supplement Page 3 of the Second Supplement
<b>Equity Technical Annex</b>	Pages 209 to 235 of the Base Prospectus Page 3 of the Second Supplement
<b>Book Entry Clearance Systems</b>	Pages 349 to 353 of the Base Prospectus
<b>Taxation</b>	Pages 354, 358 to 363 of the Base Prospectus
<b>Introductory Paragraphs</b>	Page 354 of the Base Prospectus
<b>European Union</b>	Page 354 of the Base Prospectus
<b>Jurisdictions of the Issuer and Guarantor: Luxembourg</b>	Pages 358 to 360 of the Base Prospectus
<b>Other Jurisdictions: Belgium</b>	Pages 360 to 363 of the Base Prospectus
<b>Subscription, Sale and Transfer Restrictions</b>	Pages 388 to 395, 396 to 400 of the Base Prospectus
<b>Introductory Paragraphs (including Transfer Restrictions Applicable to Registered Notes (other than Non-U.S. Registered Notes and Transfer Restrictions Applicable to Non-U.S. Registered Notes)</b>	Page 388 to 394 of the Base Prospectus
<b>Selling Restrictions: Jurisdictions outside the European Economic Area</b>	Pages 394 to 395 of the Base Prospectus
<b>Selling Restrictions: Jurisdictions within the European Economic Area: European Economic</b>	Page 396 of the Base Prospectus

<b>Area: Public Offer Selling Restriction under the Prospectus Directive</b>	
<b>Selling Restrictions: Jurisdictions within the European Economic Area: Belgium</b>	Page 397 of the Base Prospectus
<b>Selling Restrictions: Jurisdictions within the European Economic Area: The Grand Duchy of Luxembourg</b>	Pages 398 to 399 of the Base Prospectus
<b>Selling Restrictions: Jurisdictions within the European Economic Area: General)</b>	Page 400 of the Base Prospectus

**CROSS REFERENCE LIST RELATING TO THE ANNUAL FINANCIAL STATEMENTS OF DELTA LLOYD BANK SA**

<b>Delta Lloyd Bank SA audited annual financial statements for the financial years ended 31 December 2012 and 31 December 2013 and the related notes</b>	<b>2012 DLB Consolidated Annual Report</b>	<b>2013 DLB Consolidated Annual Report</b>
Balance sheet relating to Delta Lloyd Bank SA	17;18	18;19
Profit and loss account relating to Delta Lloyd Bank SA	15;16	16;17
Notes in respect of the accounting policies applicable to the annual accounts	24 to 33	26 to 35
Explanatory notes to the annual accounts	34 to 87	36 to 88
Risk factors affecting Delta Lloyd Bank SA	N/A	9 to 11

**CROSS REFERENCE LIST RELATING TO THE 2013 ANNUAL ACCOUNTS AND REPORT OF THE DELTA LLOYD GROUP**

<b>Delta Lloyd Group Annual Accounts and Report for the financial year ended 31 December 2013</b>	<b>2013 Group Annual Report</b>
Dependency of Delta Lloyd Bank S.A. upon other entities within the group	9

**CROSS REFERENCE LIST RELATING TO THE 2013 RAPPORT D'ACTIVITES OF DELTA LLOYD BANK S.A.**

<b>Delta Lloyd Bank S.A. 2013 Rapport d'Activités for the financial year ended 31 December 2013</b>	<b>2013 Rapport d'Activités.</b>

Names, business addresses and functions in Delta Lloyd Bank S.A. of the members of the administrative, management or supervisory bodies, and an indication of the principal activities performed by them outside Delta Lloyd Bank S.A. where these are significant with respect to Delta Lloyd Bank S.A.	8; 9
Administrative, Management and Supervisory bodies conflicts of interests of Delta Lloyd Bank S.A.	9

**CROSS REFERENCE LIST RELATING TO THE 2012 AND 2013 REPORT OF THE AUDITORS IN RESPECT OF THE ANNUAL FINANCIAL STATEMENTS OF DELTA LLOYD BANK SA**

<b>Auditors Report in respect of the Delta Lloyd Bank SA Financial Statements for the financial years ended 31 December 2012 and 2013</b>	<b>2012 Auditor Report</b>	<b>2013 Auditor Report</b>
Historical financial information has been audited	1 to 3	1 to 2

The information incorporated by reference that is not included in the above cross-reference lists, is considered as additional information and not required by the relevant schedules of Commission Regulation (EC) No 809/2004, as amended.

Copies of the Base Prospectus, the First Supplement and the Second Supplement, the Annual Accounts, the Interim Accounts, the 2012 DLB Consolidated Annual Report, the 2013 DLB Consolidated Annual Report, the 2012 Auditor Report, the 2013 Auditor Report, the 2013 Rapport d'Activités, the 2013 Group Annual Report, the October 2013 Press Release and the October 2014 Press Release can be obtained from the specified office of the Issuing and Paying Agent (defined below), at the address given at the end of this Prospectus and are also available on the Luxembourg Stock Exchange website at [www.bourse.lu](http://www.bourse.lu).

Following the publication of this Prospectus, the Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Prospectus (a "**Supplement**") in accordance with Article 16 of the Prospectus Directive or publish a new prospectus for use in connection with any subsequent issue of Notes. Such Supplement as prepared will have to be approved by the CSSF. Statements contained in any such Supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Prospectus or in a document which is incorporated by reference in this Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

In accordance with Article 16.2 of the Prospectus Directive, investors who have already agreed to purchase or subscribe for Notes before any Supplement is published have the right, exercisable within two working days after the publication of this Supplement, to withdraw their acceptances. Investors should be aware, however, that the law of the jurisdiction in which they have accepted an offer of Notes may provide for a longer time limit.

## ISSUE SPECIFIC TERMS

Together with the terms and conditions contained in Codeis Securities S.A.'s Base Prospectus dated 20 June 2012 as supplemented pursuant to the first supplement dated 29 June 2012 and the second supplement dated 16 August 2012 (the "**Base Prospectus**") (including the Equity Technical Annex which applies to the Notes), which are incorporated by reference herein, this Part A of the following issue specific terms (the "**Issue Specific Terms**") completes the Terms and Conditions of the Notes. Part B of the Issue Specific Terms contains other information in relation to the Notes and the issue thereof.

Terms used in the Issue Specific Terms shall be deemed to be defined as such for the purposes of the Conditions set forth under the heading "Terms and Conditions of the Notes" in the Base Prospectus provided that any reference in such "Terms and Conditions" to the "Final Terms" shall be deemed to be a reference to these "Issue Specific Terms". In the event of any inconsistency between either the Terms and Conditions of the Notes or the Equity Technical Annex and the Issue Specific Terms, the Issue Specific Terms shall prevail.

By subscribing to, or otherwise acquiring, the Notes, a holder of Notes expressly acknowledges and agrees that:

- (i) the Issuer (i) is subject to the Securitisation Act 2004 and (ii) in connection with the Notes has created a specific Compartment, which Compartment shall be identified by the number ascribed to it below and is a Category A Compartment within the meaning of article 62 of the Securitisation Act 2004 to which all assets, rights, claims and agreements relating to the Notes will be allocated, subject as provided in the Issue Specific Terms;
- (ii) the provisions with respect to the Order of Priority included in the Issue Specific Terms will apply;
- (iii) in the event of any Note Acceleration and enforcement of the applicable Security, its recourse shall be limited to the Charged Assets described in the Issue Specific Terms and the Issue Specific Terms applicable to each other Series of Related Notes and not to the assets allocated to other Compartments created by the Issuer or to any other assets of the Issuer which are outside of a Compartment;
- (iv) once all moneys received by the Trustee in connection with the enforcement of the Security over the Charged Assets have been applied in accordance with the Order of Priority set out herein and in the Trust Deed, it is not entitled to take any further steps against the Issuer to recover any further sums due and the right to receive any such sum shall be extinguished;
- (v) it shall have no right to attach or otherwise seize the Charged Assets, or any other assets of the Issuer, including, without limitation, any assets allocated to any other Compartments of the Issuer; and
- (vi) no holder of Notes shall be entitled to petition or take any other step for the liquidation, winding-up or the bankruptcy of the Issuer or any similar proceedings.

## ISSUE SPECIFIC TERMS

### PART A – TERMS OF THE NOTES

1. (i) Issuer: Codeis Securities S.A., a regulated securitisation undertaking within the meaning of the Securitisation Act 2004.
- (ii) Guaranteed Notes: No.
- (iii) Guarantor: Not Applicable.
2. (i) Series Number: 8/14.12/A0049
- (ii) Tranche Number: 1
3. Specified Currency or Currencies: EUR
4. Aggregate Nominal Amount: The Aggregate Nominal Amount of this Series, which shall be an amount up to EUR50,000,000 of Notes will be determined on the basis of the Aggregate Nominal Amount effectively placed through the Distributor. The Aggregate Nominal Amount shall be determined and notified by the Calculation Agent on the third Business Day prior to the Issue Date (the "**Trade Date**").
- (iii) Tranche: Up to EUR50,000,000.
- (iv) Series: Up to EUR50,000,000.
5. Issue Price: 100% of the Aggregate Nominal Amount (expressed as a percentage).
6. Specified Denomination(s): EUR1,000.
7. (i) Issue Date : 05/12/2014 (DD/MM/YYYY)
- (ii) Interest Commencement Date : Not Applicable.
8. Maturity Date: 12/12/2022 (DD/MM/YYYY) (the "**Scheduled Maturity Date**") provided that if a Swap Default Event has occurred in respect of the Swap Agreement (in such case, a "**Non-Performing Asset**") prior to the Scheduled Maturity Date, the Maturity Date may be postponed until the earlier of:
  - (i) two calendar years following the Scheduled Maturity Date;
  - (ii) the date on which all amounts due in respect



of the Swap Agreement have been received in full by the Issuer; and

(iii) as the case may be, the third Business Day after the Realisation Agent (as defined in paragraph 36 below) has, in its sole discretion, notified the Issuer and Trustee that it has determined that it is expected that the Issuer will not receive any further amounts in respect of the Non-Performing Asset.

- |     |   |  |
|-----|---|--|
| 9.  | Interest Basis:   | No interest is payable in respect of the Notes.                                    |
| 10. | Redemption/Payment Basis:                                 | See paragraph 23 below.  |
| 11. | Change of Interest Basis or Redemption/Payment Basis:     | Not Applicable.  |
| 12. | Call/Put Options:   | Not Applicable.  |
| 13. | (i) Status of the Notes:                                  | Secured and limited recourse obligations of the Issuer, secured as provided below. |
|     | (ii) Date of approval for the issuance of Notes obtained: | 30/09/2014   |
| 14. | Method of distribution:                                   | Non-syndicated.  |

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

- |     |  |                 |
|-----|--|-----------------|
| 15. | Fixed Rate Note Provisions:            | Not Applicable. |
| 16. | Floating Rate Note Provisions:         | Not Applicable. |
| 17. | Zero Coupon Note Provisions:           | Not Applicable. |
| 18. | Index Linked Interest Note Provisions: | Not Applicable. |
| 19. | Dual Currency Note Provisions:         | Not Applicable. |

**PROVISIONS RELATING TO PHYSICAL DELIVERY**

- |     |                                    |                 |
|-----|------------------------------------|-----------------|
| 20. | Physical Delivery Note Provisions: | Not Applicable. |
|-----|------------------------------------|-----------------|

## PROVISIONS RELATING TO REDEMPTION

(See also paragraphs 53 and 57 below)

21. Issuer's optional redemption (other than for taxation reasons): Not Applicable.
22. Redemption at the option of the Noteholders: Not Applicable.
23. Final Redemption Amount: See (i), (ii) and (iii) below and the Schedule.

(i) Index/Formula:

Case 1

Unless previously redeemed or purchased and cancelled, and provided that no Event of Default, Early Redemption Event or Swap Default Event has occurred, the Final Redemption Amount payable on the Scheduled Maturity Date in respect of each Note shall be an amount equal to:

Scenario 1:

If on Valuation Date(1), Performance(1) is greater than or equal to 0%, then:

Final Redemption Amount = Specified Denomination x [ 90% + 10% + ( 100% x Performance(1) ) ]

Scenario 2:

If on Valuation Date(1), Performance(1) is lower than 0%, then:

Final Redemption Amount = Specified Denomination x [ 90% + Max (0; 10% + 100% x Performance(1) ) ]

In both Scenario 1 and Scenario 2, the Final Redemption Amount of the Notes will be made up of two separate component amounts, the amount representing 90% of the Specified Denomination being the amount generated pursuant to the Term Deposit and the remainder (if any) being the amount generated pursuant to the Swap Agreement.

Case 2

Notwithstanding Case 1, in circumstances where a Swap Default Event has occurred (but no other Event of Default or Early Redemption Event has occurred), the Final Redemption Amount of the Notes will be payable in two separate component amounts which may be payable on different dates:

1. The first such component amount will correspond to the Partial Principal Component (as defined below) and shall be payable on the Scheduled Maturity Date.

2. The second such component amount (if any) in respect of such Note shall correspond to a principal complement and if such complement amount is sufficient an interest component which shall be equal in aggregate to any payment received by the Issuer from the Swap Counterparty as a termination payment following the early termination of the Swap Agreement less any applicable Deduction Amounts. Such principal complement and, if any, interest component may be paid in one or several instalments. Each instalment shall be paid *pro rata* to each Noteholder and be payable on each Instalment Payment Date,

where:

an "**Instalment Payment Date**" will be each date falling five Business Days after the receipt of any amounts by the Issuer under the Swap Agreement following a Swap Default Event and could occur at any time before or on the Maturity Date; and

the "**Partial Principal Component**" means, in respect of a Note, an amount equal to the Specified Denomination for such Note multiplied by the Principal Factor; and

"**Principal Factor**" means 90%.

For the avoidance of doubt such principal complement and, if any, interest component could be as low as zero and will be dependent upon receipt by the Issuer of amounts from the Swap Counterparty.

In both Case 1 and Case 2, the amount (if any) making up the Final Redemption Amount received by the Issuer from the Swap Counterparty pursuant to the Swap Agreement will be deemed paid first by way of principal (subject to a maximum of 10% of the Specified Denomination of the Notes) on the Notes and secondly by way of interest (if any) on the Notes.

See paragraph 36 for definitions of the terms, Swap Default Event and Deduction Amounts.

- (ii) Calculation Agent or other party responsible for calculating the Final Redemption Amount (if not the Issuing and Paying Agent):

As provided in part 3-I of the Equity Technical Annex, solely for Case 1 in paragraph 23 (i) above.
  - (iii) Provisions for determining the redemption amount where calculation by reference to the Formula is impossible or impracticable:

As provided in the following parts of the Equity Technical Annex: Part 1 I.1 "General Definitions", Part 1 I.2 "Definitions and Provisions relating to valuation and Market Disruption Event", Part 1 I.3 "Consequences of Disrupted Days for a Share, an ADR or an Index", Part 1 III "Definitions specific to Indices", Part 2 II "Adjustments and Events relating to Indices", Part 2 V "Hedging Disruption, Increased Cost of Hedging, Insolvency Filing and consequences – Change in Law and consequences" and Part 3 I "Calculations – Calculation Agent".
24. Early Redemption Amount(s) payable on Redemption for Taxation Reasons or on Event of Default and/or the method of calculating the same:
- (i) the amount paid to the Issuer by the Deposit Counterparty upon early termination of the Term Deposit pursuant to the terms of the Deposit Agreement (all such terms as defined in paragraph 44 below); and
  - (ii) the amount, if any, paid to the Issuer by the Swap Counterparty upon early termination of the Swap Agreement in relation to the SG Swap Transaction relating to the Notes;
- less (b) any costs and expenses of the Trustee and (c) any costs, fees and expenses of Societe Generale acting as disposal agent (the "**Disposal Agent**") and/or any other agent appointed by the Issuer to assist it in the

realisation of any of the Charged Asset (such amounts, the "**Realisation Costs**") and each Note shall be redeemed *pro rata*.

On termination of the Deposit Agreement prior to its scheduled maturity date, the amount payable by Delta Lloyd Bank S.A. thereunder as referred to at (i) above will be an amount, calculated by reference to a formula, which may be less than 90% of the Aggregate Nominal Amount of the Notes then outstanding.

25. Credit Linked Notes provisions: Not Applicable.

#### **GENERAL PROVISIONS APPLICABLE TO THE NOTES**

26. Form of Notes:

(i) Form: Non-U.S. Registered Global Note registered in the name of a nominee for a common depository for Euroclear and Clearstream Luxembourg.

(ii) New Global Note: No.

27. "Payment Business Day" election or other special provisions relating to Payment Business Days: Following Payment Business Day.

28. Additional Financial Centre(s): Not Applicable.

29. Talons for future Coupons or Receipts to be attached to Bearer Definitive 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, renominatisation and reconventioning provisions: Not Applicable.

33. Swiss Paying Agent(s): Not Applicable.

34. Portfolio Manager: Not Applicable.

35. Governing law: The Notes 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, English law.

36. Other Final terms:

Where an event of default occurs under the Swap Agreement in circumstances where the Swap Counterparty is the Defaulting Party, following notification of such event of default by the Issuer to the Trustee (a "**Swap Default Event**"), the Trustee shall promptly instruct the Issuer to deliver a notice under Section 6(a) of the Swap Agreement designating an Early Termination Date. In such circumstances, the Issuer (with the consent of the Trustee) may appoint (i) an agent to assist it in terminating the Swap Agreement and making any calculations necessary in connection with such termination (a "**Termination Agent**") and (ii) an agent to assist it in recovering amounts in respect of the then Non-Performing Asset (a "**Realisation Agent**").

As set out at paragraph 23 above, upon the occurrence of a Swap Default Event, the Notes shall pay an amount being equal to the aggregate Early Termination Amount (if any) received by the Issuer under the Swap Agreement less the costs and expenses of the Trustee and any costs and expenses of the Termination Agent and/or the Realisation Agent incurred in connection with such termination (the "**Deduction Amounts**"). Such amount (if any) shall be payable *pro rata* to each Noteholder on each Instalment Payment Date.

The Notes are subject to early redemption on the occurrence of following events (each, an "**Early Redemption Event**"):

(i) the occurrence of a Trigger Event with respect to the Compartment Asset pursuant to Condition 7(m);

(ii) the occurrence of certain tax events pursuant to Condition 7(n);

(iii) the occurrence of a termination of a Related Agreement pursuant to Condition 7(o) save (i) in respect of the Swap Agreement where such termination relates to the occurrence of a Swap Default Event and (ii) in respect of the Deposit Agreement where such termination is the consequence of the Issuer purchasing all the Notes in accordance with Condition 7(j); and

(iv) any event deemed to qualify and determined by the Calculation Agent as an early redemption event in application of the

Equity Technical Annex.

*See paragraph 23 above for the definition of Instalment Payment Date.*

Where:

**"Defaulting Party"** means the party which has defaulted in its obligations under the Swap Agreement;

**"Early Termination Date"** means the date (if any) on which a party to the Swap Agreement terminates the Swap Agreement prior to a scheduled termination date as a result of an event of default or termination event; and

**"Early Termination Amount"** shall be the amount payable as an early termination payment under the Swap Agreement following the designation of an Early Termination Date. Such termination payment will be based on the total losses and costs (or gains) of the determining party, including any loss of bargain, cost of funding or, at the election of such party, loss or cost incurred as a result of its terminating, liquidating, obtaining or re-establishing any hedge or related trading position (or any gain resulting from any of them). The Early Termination Amount will be determined by the Swap Counterparty other than where the Swap Counterparty is the defaulting party or sole affected party in which case the Early Termination Amount will be determined by, or on behalf of the Issuer, provided that in certain limited cases each party will make a determination which will then be averaged.

## DISTRIBUTION

- |     |       |  |  |
|-----|-------|--|--|
| 37. | (i)   | If syndicated, names and addresses and underwriting commitments of Managers: | Not Applicable.  |
|     | (ii)  | Date of Syndication Agreement:   | Not Applicable.  |
|     | (iii) | Stabilising Manager (if any):  | Not Applicable.  |
| 38. |       | If non-syndicated, name and address of relevant Dealer:                      | Societe Generale<br>17 Cours Valmy<br>92987 Paris La Défense Cedex<br>France |

39. Total commission and concession: There is no commission and/or concession paid by the Issuer to the Dealer.
- Societe Generale shall pay to the person(s) set out below (each an "**Interested Party**") the following remunerations for the services provided by such Interested Party to Societe Generale in the capacity set out below.
- Interested Party: Delta Lloyd Bank S.A., a legal entity incorporated under the laws of Belgium and having its registered office at Avenue de l'Astronomie 23, 1210 Bruxelles, Belgium (the "**Distributor**", acting as principal in respect of the settlement of the Notes).
- Commission payable to the Distributor:
- (a) an annual average remuneration (calculated on the basis of the term of the Notes) of up to 1 per cent. of the amount of Notes effectively placed; and
- (b) in relation to the partnership agreement in existence between Delta Lloyd Bank and Societe Generale a participation in the marketing fees (up to EUR 500,000 per annum) supported by Delta Lloyd Bank S.A. and a partnership fee equal to the greater of (i) 0.20% of the global outstanding amount of notes arranged by Societe Generale as observed at the end of each year and distributed in Delta Lloyd Bank S.A.'s network over the preceding years and (ii) 2.50% of the annual production raised by Delta Lloyd Bank S.A. According to the terms of such partnership agreement, this participation in the marketing fees and these partnership fees are due only if (and for as long as) Delta Lloyd Bank S.A., when proposing structured products, limits its offer exclusively to notes arranged by Societe Generale.
40. Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: Not Applicable.
41. Additional selling restrictions: **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.**
42. Additional U.S. Tax Disclosure: Not Applicable.



## COMPARTMENT ASSETS, SUPPLEMENTARY ASSETS, SECURITY, ETC.

43. Description of Compartment:

Codeis Securities S.A. - Compartment A0049 is a Category A Compartment, in respect of which at any time several Series of Notes may be outstanding.

**If a Note Acceleration occurs under any Related Notes, a Note Acceleration will be deemed to have occurred in respect of this Series of Notes and the security with respect to the Compartment Assets in respect of all such Series of Notes will be enforceable in accordance with Condition 12 of the Notes.**

**As at the Issue Date, there are six other Series of Related Notes outstanding for this Compartment and on the Issue Date as well as this Series 8, a Series 7 of Related Notes will be issued.**

44. Compartment Assets:

The Issuer shall invest the proceeds of the issue of the Notes in the acquisition or, as the case may be, the entry into of the following Compartment Assets, subject to any fees, commissions, premiums or other costs and expenses payable in connection with the Compartment, as described in Condition 6(a) and the Order of Priority:

(A) An over-the-counter derivative transaction with a notional amount equal to the Aggregate Nominal Amount (the "**SG Swap Transaction**") between the Issuer and Societe Generale as counterparty (the "**Swap Counterparty**"). The SG Swap Transaction shall be evidenced by a master confirmation (the "**Master Confirmation**") dated 23 August 2013 incorporating by reference to one or more sets of definitions published by ISDA in respect of the SG Swap Transaction underlying and a trade confirmation dated the Issue Date which relates to this Series of Notes (the "**Transaction Confirmation**"), all governed by an ISDA Master Agreement dated as of 10 April 2008, as amended (the "**ISDA Master Agreement**") (the ISDA Master Agreement, the Master Confirmation and the Transaction Confirmation are together the "**Swap Agreement**").

The Issuer and the Swap Counterparty will

enter into an equivalent swap transaction in respect of any Series of Related Notes.

(B) A term deposit (the "**Term Deposit**") made with Delta Lloyd Bank S.A. (the "**Deposit Counterparty**") pursuant to a master deposit agreement entered into between the Deposit Counterparty and the Issuer dated 23 August 2013 (the "**Deposit Master Agreement**") and a supplement relating to this Series of Notes dated as of the Issue Date (the "**Deposit Supplement**"), in each case governed by Belgian law.

The amount in relation to the Term Deposit will be deposited in an account with the Deposit Counterparty, the account number of which will be specified in the Deposit Master Agreement (the "**Deposit Counterparty Account**").

In respect of each Series of Related Notes, the Issuer and the Deposit Counterparty shall entered into a separate supplement to the Master Deposit Agreement on the relevant issue date of such Related Notes. While the same Deposit Counterparty Account will be used for the term deposit relating to the relevant Series of Related Notes, such supplement shall be identified by a deposit reference allowing to identify the Term Deposit in relation to the Notes and each series of Related Notes.

The Master Deposit Agreement and each supplement entered into thereunder relating to the Notes or any Related Notes shall constitute the "**Deposit Agreement**".

- (i) legal jurisdiction by which the Charged Assets are governed: The Deposit Agreement is governed by Belgian law.
- The Swap Agreement is governed by the laws of England and Wales and the parties thereto have submitted to the exclusive jurisdiction of the courts of England so far as courts of the Contracting States as defined in Section 1(3) of the Civil Jurisdiction and Judgments Act 1982 as amended, extended or re-enacted are concerned and non-exclusive as to other courts.
- (ii) obligors under the Charged Assets: The obligor under the Deposit Agreement is Delta Lloyd Bank S.A. as provider of the Term Deposit.

The obligor in respect of the SG Swap Transaction is Societe Generale.

(iii) legal nature of the Charged Assets: The Deposit Agreement is a contract. The obligations of the Deposit Counterparty constitute its direct, unsecured obligations, as more fully described in paragraph 44(xv) below.

The SG Swap Transaction is a contract. The obligations of Societe Generale (as Swap Counterparty) constitute its direct, unsecured obligations.

(iv) expiry or maturity date(s) of the Charged Assets: The Term Deposit has a scheduled termination date falling on the second Business Day prior to the Scheduled Maturity Date of the Notes (which is expected to be 12 December 2022 ) (the "**Deposit Scheduled Termination Date**"). The Term Deposit may be due to be repaid prior to its scheduled termination date in part or in whole in certain circumstances, including:

- (A) a purchase and further cancellation of all of the Notes outstanding pursuant to Conditions 7(j) and 7(k);
- (B) an early redemption of the Notes;
- (C) an Event of Default in respect of the Notes; and
- (D) any event occurring with respect to the Deposit Counterparty listed as a case of cancellation under the terms of the Deposit Agreement.

The SG Swap Transaction has a Termination Date (as such term is defined in the relevant Transaction Confirmation) falling on the third Business Day following the Last Averaging Date (as defined in the Schedule). In the circumstances specified in the terms thereof, the Swap Agreement may be terminated prior to such date. Where, amongst other events, a Swap Default Event has occurred, an Early Termination Date shall be designated.

*See paragraph 36 above for the definition of Early Termination Date.*

(v) amount of the Charged Assets: Not Applicable

(vi) method of origination or creation of In connection with the Notes, the Issuer will

the Charged Assets:

enter into the Deposit Agreement with the Deposit Counterparty. In addition, the Issuer will enter into the Swap Agreement with the Swap Counterparty. The SG Swap Transaction and the Deposit Agreement will be entered into between the parties thereto on the Issue Date.

Under the Deposit Agreement the Issuer will initially deposit, on the Business Day following the Issue Date, a proportion of the net issuance proceeds of the Notes corresponding to the Initial Deposit Amount (as defined hereafter) to the Deposit Counterparty. The Initial Deposit Amount will be determined on or before the Issue Date in consultation with the Deposit Counterparty such that, based on the market conditions prevailing at that time, it would enable the Deposit Counterparty to repay the Term Deposit at an amount equal to the Deposit Redemption Amount (as defined hereafter) on the Deposit Scheduled Termination Date. Interest will not accrue on the Deposit.

In respect of the Swap Agreement, as of the Issue Date, the SG Swap Transaction will have a notional amount equal to the Aggregate Nominal Amount of the Notes on such date.

The notional amount of the SG Swap Transaction and the equivalent aggregate amount of the Term Deposit will be reduced upon any repurchase and cancellation of Notes by the Issuer so as to ensure compliance with the Investment Policy.

- (vii) an indication of any significant representations and collaterals given to the Issuer relating to the Charged Assets:

In respect of the SG Swap Transaction, Societe Generale has given the representations and warranties set out in the ISDA Master Agreement and Schedule thereto. In respect of the Deposit Agreement, the Deposit Counterparty has given certain standard representations and warranties to the Issuer in a form standard for a deposit agreement, the terms of which are set out in the Deposit Agreement.
- (viii) a description of any relevant insurance policies relating to the Charged Assets:

Not Applicable.
- (ix) where the Charged Assets comprise obligations of 5 or fewer obligors

In respect of the Deposit Counterparty, please see the section "*Description of Delta Lloyd*

- which are legal persons or where an obligor accounts for 20% or more of the Charged Assets, or where an obligor accounts for a material portion of the Charged Assets: *Bank S.A.*" of this Prospectus.
- In respect of Societe Generale (acting as Swap Counterparty), see the section "*Description of Societe Generale*" of this Prospectus.
- (x) any relationship that is material to the issue between the Issuer, guarantor and obligor under the Charged Assets: Societe Generale owns all shares of the Issuer except one.
- (xi) Charged Assets comprising obligations that are not admitted to trading on a regulated or equivalent market: Applicable  
Neither the Swap Agreement nor the Deposit Agreement is admitted to trading on a regulated or equivalent market.
- (xii) Charged Assets comprising obligations that are admitted to trading on a regulated or equivalent market: Not Applicable.
- (xiii) additional description where more than ten (10) per cent of the Charged Assets comprise equity securities that are not traded on a regulated or equivalent market: Not Applicable.
- (xiv) additional description where a material portion of the Charged Assets are secured on or backed by real property: Not Applicable.
- (xv) flow of funds: The issuance proceeds of the Notes received by the Issuer will be used by the Issuer to fund the flows required to be paid by the Issuer under the Deposit Agreement and the Swap Agreement.

The flows of funds detailed below are subject to the occurrence of an Early Redemption Event, an Event of Default or a Swap Default Event.

Swap Agreement

On the Issue Date, the Issuer will enter into the SG Swap Transaction with the Swap Counterparty for a notional amount equal to the Aggregate Nominal Amount of the Notes. Under the SG Swap Transaction the following payments are scheduled to be made (the indicative terms of the SG Swap Transaction listed below are given for information and shall not be considered as exhaustive):

(A) On the Business Day following the Issue

Date, the Issuer shall pay to the Swap Counterparty an amount equal the difference between (x) the issuance proceeds of the Notes and (y) the Initial Deposit Amount (as defined below).

(B) On the day falling three Business Days after the Final Valuation Date, the Swap Counterparty shall pay to the Issuer an amount equal to the Performance Component (as defined at Part 2 of the Schedule for the Issue Specific Terms) with respect to the number of outstanding Notes as of such day.

(C) In addition, the Swap Counterparty shall pay to the Issuer on the Issue Date and from time to time amounts which could be used by the Issuer, at its discretion, to cover the fees, commissions, premiums or other costs and expenses incurred by the Issuer in connection with the Compartment.

Deposit Agreement

On the Issue Date, the Issuer will enter into the Deposit Agreement with the Deposit Counterparty. Pursuant to the terms thereof:

(D) on the Business Day following the Issue Date, an amount equal to the Initial Deposit Amount which shall be deposited in the Deposit Counterparty Account.

(E) On the Deposit Scheduled Termination Date the Deposit Counterparty will pay to the Issuer an amount corresponding to the Deposit Redemption Amount at such time (as defined below).

The "**Initial Deposit Amount**" means an amount agreed between the Issuer and Deposit Counterparty on the Trade Date such that it would allow the Deposit Counterparty to redeem the Term Deposit on its termination date at an amount equal to the the Deposit Redemption Amount, as determined on the basis of the then prevailing interest rates and market conditions.

The "**Deposit Redemption Amount**" means the product of (i) 90% and (ii) the outstanding Aggregate Nominal Amount of Notes.

The amounts received by the Issuer as described in items (B) and (E) above will be paid into the relevant Deposit Account of the

Compartment held at the Custodian. The moneys standing to the credit of the Deposit Account on the Scheduled Maturity Date will be used by the Issuer to redeem each Note at its Final Redemption Amount on the Scheduled Maturity Date.

- (xvi) arrangements upon which payments of interest and principal to investors are dependent: It is envisaged that the payment obligations of the Issuer under the Notes will be funded by the payments received pursuant to the Compartment Assets. Consequently, a default by any or all of the obligors in respect of the Compartment Assets may cause the Issuer to default on its obligations under the Notes.
- (xvii) information on any credit enhancements, an indication of where material potential liquidity shortfalls may occur and the availability of any liquidity supports and indication of provisions designed to cover interest/principal shortfall risks: See sub-paragraph 44(xvi) above.  
No liquidity support is available to the Issuer in the event that a default occurs under one or more of the Compartment Assets.
- (xviii) information concerning the Charged Assets reproduced from a source published by a third party: The information contained in this Prospectus relating to Societe Generale and the Deposit Counterparty has been accurately reproduced from information published by Societe Generale and the Deposit Counterparty respectively.  
So far as the Issuer is aware and is able to ascertain from information published by Societe Generale and the Deposit Counterparty, no facts have been omitted which would render the reproduced information inaccurate or misleading.  
The Issuer has not attempted, and will not attempt, to verify the accuracy of such reproduced information and gives no assurance as to, and takes no responsibility for, its reliability. Investors should conduct their own inquiries and form their own judgements regarding the same.
- (xix) Names, addresses and significant business activities of the originators of the Compartment Assets: Sources of information on the Deposit Counterparty and on Societe Generale are specified under paragraph 44(ix) above.
- (xx) Names and addresses and brief description of:  
Any swap counterparties and any Societe Generale

providers of other material forms of credit/liquidity enhancement; 17 Cours Valmy  
92987 Paris La Defense Cedex

and

For a description of Societe Generale please see section "*Description of Societe Generale*" in this Prospectus.

The banks with which the main accounts relating to the Series are held.

The Custodian (or any sub-custodian that may be appointed by the Custodian as the case may be).

The Deposit Counterparty.  
The address of the Deposit Counterparty is:  
Delta Lloyd Bank S.A.,  
Avenue de l'Astronomie 23,  
1210 Bruxelles  
BELGIUM

For a description of the Deposit Counterparty, please see section "*Description of Delta Lloyd Bank S.A.*" in the Prospectus.

45. Replacement Assets: Not Applicable.
46. Maturing Compartment Assets: Not Applicable.
47. Addition or Removal of Compartment Assets: Applicable solely in order to comply with the Investment Policy.
48. Deposit Account: The Custodian.
49. Compartment Assets Manager: Societe Generale pursuant to the Collateral Management Agreement.
50. (i) Investment Criteria: Not Applicable.
- (ii) Investment Policy: The Investment Policy applicable to the management of the Compartment Assets is to ensure that:
- (A) as of any day between the Issue Date and the termination date of the SG Swap Transaction, the ratio of (i) the notional amount of the SG Swap Transaction and (ii) the then outstanding Aggregate Nominal Amount of Notes outstanding is equal to 100%; and
- (B) as of any day between the Issue Date and the termination date of the Term Deposit, the ratio of (i) the equivalent notional amount related to the Deposit Redemption Amount to (ii) the then outstanding Aggregate Nominal Amount of Notes outstanding is equal to 90%.
- Consequently, where there is a purchase and



cancellation of some or all of the Notes by the Issuer pursuant to Conditions 7(j) and 7(k), the notional amount of the SG Swap Transaction and the equivalent aggregate amount of the Term Deposit will be reduced or decreased as appropriate in order to ensure compliance with the ratios set out at (A) and (B) above.

- |       |  |   |
|-------|--|---|
| (iii) | Liabilities to Assets Ratio Lower Limit:                 | Not Applicable.   |
| (iv)  | Liabilities to Assets Ratio Upper Limit:                 | Not Applicable.   |
| 51.   | Supplementary Assets:                                    | Not Applicable.   |
| 52.   | Supplementary Assets Manager:                            | Not Applicable.   |
| 53.   | Related Agreements:                                      | The Swap Agreement and the Deposit Agreement.   |
| (i)   | Redemption following termination of a Related Agreement: | Applicable provided that it shall not be an event triggering early redemption of the Notes if (a) a Swap Default Event occurs or (b) the Deposit Agreement is terminated in part or in full pursuant to a repurchase by the Issuer of a portion or all the outstanding Notes in accordance with Condition 7(j). |
|       |  | Condition 7(o) applies. In relation thereto, the Early Redemption Amount shall be determined in accordance with paragraph 24 of these Issue Specific Terms.   |
| 54.   | Security:  | (i) Charged Assets charged to Trustee; French law security;   |
|       |  | (ii) Charged Assets charged to Trustee; English law security; and   |
|       |  | (iii) Charged Assets charged to Trustee; additional foreign law security.   |
|       |  | In addition to the Security created under the Trust Deed, the Issuer will grant:  |
|       |  | (x) a French law governed pledge by way of security over the Deposit Account in favour of the Trustee (acting as security agent) pursuant to a French law bank account pledge agreement made between the Issuer, the Trustee, Societe Generale and the Custodian; and   |

(y) a Belgian law governed pledge by way of security over the receivables due to the Issuer pursuant to the Term Deposit (including the amounts deposited in the Deposit Counterparty Account) in favour of the Trustee pursuant to a Belgian law pledge agreement made between the Issuer, the Trustee and the Deposit Counterparty.

55. Order of Priority: The Standard Order of Priority (as defined in Condition 8(f)(iii)) applies provided that Condition 8(f)(iii)(A) shall be deemed to have been deleted and replaced by the following:
- "(A) first, in payment or satisfaction of all Liabilities incurred or payable to the Trustee and any Appointee pursuant to the Trust Deed and any Additional Security Document (which for the purpose of this Condition 8(f) and the Trust Deed shall include any taxes required to be paid, the costs of realising any security and the Trustee's and any Appointee's remuneration)."
56. Waiver of Rights Agreement: Not Applicable.
57. Redemption following a Trigger Event: Applicable, as set out in Condition 7(m), provided that for the purpose of such event, "Compartment Assets" shall not include the Swap Agreement. In relation thereto, the Early Redemption Amount shall be determined in accordance with paragraph 24.
58. Cross-acceleration in respect of Related Notes: Applicable.
59. Rating Agency requirements: Not Applicable.
60. Trustee: SG Hambros Trust Company (Channel Islands) Limited (or any successor).
61. Custodian: Societe Generale Bank & Trust, Luxembourg or any such additional or successor custodian appointed in accordance with Condition 8(c) (*Custodian; Deposit Account*).
62. Compartment Parties: Societe Generale acting in its capacity as Swap Counterparty to the Issuer under the Swap Agreement.
- Delta Lloyd Bank S.A., acting in its capacity as Deposit Counterparty to the Issuer under the Deposit Agreement.

63. Voting Agent: Societe Generale.

**PURPOSE OF ISSUE SPECIFIC TERMS**

These Issue Specific Terms comprise the Issue Specific Terms required for the issue of the Notes by Codeis Securities S.A. pursuant to its €100,000,000,000 Limited Recourse Notes Programme.

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- (a) Listing: Not Applicable.
- (b) Admission to trading: Not Applicable.

### 2. RATINGS

Ratings: No application will be made for the Notes to be issued to be rated.

### 3. NOTIFICATION AND AUTHORISATION

The *Commission de Surveillance du Secteur Financier* ("**CSSF**"), which is the competent authority for purposes of the Prospectus Directive and the relevant implementing measures in Luxembourg, has been requested to provide the *Autorité des Services et Marchés Financiers/Autoriteit voor Financiële Diensten en Markten*, its equivalent competent authority in the Kingdom of Belgium, with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Directive and the relevant implementing measures in Luxembourg.

### 4. ADDITIONAL RISK FACTORS

Not Applicable.

### 5. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Societe Generale is the Swap Counterparty under the Swap Agreement. Should any conflicts of interest arise between (i) the responsibilities of Societe Generale as Calculation Agent for the Notes and (ii) the responsibilities of Societe Generale as Swap Counterparty, the Issuer and Societe Generale hereby represent that such conflicts of interest will be resolved in a manner which respects the interests of the Noteholders.

Delta Lloyd Bank S.A. is the Deposit Counterparty and the Distributor.

### 6. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

Reasons for the offer: See "*Use of proceeds*" in this Prospectus.

Estimated net proceeds: The estimated net proceeds are not available.

Estimated total expenses: Not Applicable.

### 7. YIELD (*Fixed Rate Notes only*)

Indication of yield: Not Applicable.

### 8. HISTORIC INTEREST RATES

Not Applicable.

**9. PERFORMANCE OF UNDERLYING/FORMULA, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING**

Provided that no Early Redemption Event, Event of Default or Swap Default Event has occurred, the Final Redemption Amount of each Note on the Maturity Date shall be calculated as follows:

The Final Redemption Amount of each Note shall be comprised of (a) a partial principal amount representing 90 per cent. of the Specified Denomination of such Note, (b) a principal complement amount which may vary from 0 to 10% of the Specified Denomination and (c) an uncapped performance amount (which could be however as low as 0% of the Specified Denomination). In respect of (b) and (c), the amount will depend on the performance (positive or negative) of the Index between the Initial Valuation Date and the Final Valuation Date.

The Swap Agreement and the Deposit Agreement are the assets on which the Notes are secured and have characteristics that demonstrate capacity to produce funds to service the payments due and payable in respect of the Notes. Accordingly, the ability of the Issuer to pay the portion of the Final Redemption Amount equal to the partial principal amount is linked to the creditworthiness of Delta Lloyd Bank S.A. as Deposit Counterparty, and the ability of the Issuer to pay the variable portion of the Final Redemption Amount (being the sum of the principal complement amount and the performance amount) is linked to the creditworthiness of Societe Generale as Swap Counterparty and to the performance of the Index.

Information about the past and future performance of the Index and the volatility of the Index can be obtained on the website in respect of the Index, as specified in the Schedule.

**10. PERFORMANCE OF RATES OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT (Dual Currency Notes only)**

Not Applicable.

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

Not Applicable.

**12. OPERATIONAL INFORMATION**

- |     |   |                           |
|-----|---|---------------------------|
| (a) | ISIN Code:  | XS1113212481              |
| (b) | Common Code:  | 111321248                 |
| (c) | Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, <i>société anonyme</i> , Euroclear France or Euroclear UK & Ireland Limited and the relevant identification number(s): | Not Applicable.           |
| (d) | Delivery:   | Delivery against payment. |
| (e) | Names and addresses of Additional Paying Agent(s) (if any):   | Not Applicable.           |

- (f) EUI Agent: Not Applicable.
- (g) EUI Agent's specified office: Not Applicable.
- (h) Swedish Issuer Agent: Not Applicable.
- (i) Intended to be held in a manner which would allow Eurosystem eligibility: No.
13. Address and contact details of Codeis Securities S.A. for all administrative communications relating to the Notes: Telephone: +352 47 93 11 51 39  
Facsimile: +352 22 88 59  
Attention:  
**Codeis Securities S.A.**  
Patrick Vincent  
15, boulevard Prince Henri, L-1724 Luxembourg  
E-mail: [codeis@codeis.lu](mailto:codeis@codeis.lu)

#### 14. TERMS AND CONDITIONS OF THE OFFER

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: 21 October 2014 to 28 November 2014 (both inclusive).

Offer Price: The Notes will be offered at the Issue Price increased by a subscription fee of up to 2 per cent. of the denomination per Note depending on the number of Notes to be purchased by the potential investor. Such subscription fee shall be retained by the Distributor.

Conditions to which the offer is subject: Offer 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 of the Notes at any time on or prior to the Issue Date. For the avoidance of doubt, if any application has been made by a potential investor and the Issuer exercises such right to withdraw the offer of Notes, each such potential investor shall not be entitled to subscribe to or otherwise acquire Notes.

Description of the application process: Applications to subscribe for the Notes can be made in Belgium by contacting Delta Lloyd

	Bank S.A. or one of its agents.
	Prospective investors will not be required to enter into any contractual arrangements directly with the Issuer in relation to the subscription for the Notes.
Details of the minimum and/or maximum amount of application:	Minimum application: 1 Note. Maximum purchase of Notes: 50,000 Notes.
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 of the net subscription moneys on the same date. The settlement and delivery of the Notes will be executed through the Dealer mentioned above.  The Notes will then be cleared through the clearing systems and are due to be delivered through the Distributor on or about the Issue Date.
Manner in and date on which results of the offer are to be made public:	The results of the offer will be made public on the website of the Issuer on <a href="http://prospectus.socgen.com">http://prospectus.socgen.com</a> , and through a notice published on the website of the Distributor ( <a href="http://www.deltalloydbank.be">www.deltalloydbank.be</a> ) shortly after the end of the Offer Period.
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 and whether tranche(s) have been reserved for certain countries:	Offers may be made by the Financial Intermediary in Belgium to any person. In other European Economic Area countries, offers will only be made by the Financial Intermediary pursuant to an exemption from the obligation under the Prospectus Directive as implemented in such countries to publish a prospectus.
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	Not Applicable.
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	Taxes charged in connection with the subscription, transfer, purchase or holding of

the Notes must be paid by a potential investor/subscriber or an existing Noteholder (as the case may be). Neither the Issuer nor the Dealer shall have any obligation in relation thereto.

In that respect, a potential investor/subscriber shall consult professional tax advisers to determine the tax regime applicable to their own situation and may also consult the "*Taxation*" section of the Base Prospectus.

The Issue Price includes a subscription fee of up to 2% as described above, being specified that the Distributor can waive such fees.

Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:

None, save for the details of the Distributor as set out in paragraph 39 above.

Non-exempt Offer:

An offer of the Notes may be made by Societe Generale and Delta Lloyd Bank S.A. (the "**Financial Intermediary**") other than pursuant to article 3(2) of the Prospectus Directive in Belgium ("**Public Offer Jurisdiction**") during the Offer Period specified above.

**15. SWISS SIMPLIFIED PROSPECTUS**

Not Applicable.



**SCHEDULE FOR INDEX LINKED NOTES**

*(If applicable, this Schedule forms part of Part A of the Issue Specific Terms to which it is attached (save for paragraph 1(a) and the section headed "Underlying" which each form part of Part B of the Issue Specific Terms to which it is attached))*

**Part 1**

Not Applicable

**Part 2**

Terms used in paragraph 23 (i) and 44 (xv) above are described in this Part 2:

Valuation Date(0)            05/12/2014 (the "**Initial Valuation Date**")  
(DD/MM/YYYY)

Valuation Date(1)            05/12/2022 (the "**Final Valuation Date**")  
(DD/MM/YYYY)

Underlying                    The following index (the "**Index**"):

Index Name	Index Type	Bloomberg Code	Index Calculation Agent	Index Sponsor	Exchange(s)	Website
Finvex Sustainable Efficient Europe 30 Index	Price Return	FSEURE	S&P Opco, LLC (which calculates and disseminates the Index levels in accordance with the Index rules)	Finvex Group (which specifies the Index rules and methods of calculation)	Each exchange on which securities comprised in the Index are traded, from time to time, as determined by the Index Sponsor	<a href="http://www.finvex.com">http://www.finvex.com</a>

Closing Price                    As defined in Part 1 of the Equity Technical Annex

S(0)                                Closing Price of the Underlying on the Valuation Date(0)

S(1)                                Closing Price of the Underlying on the Valuation Date(1)

Performance(1)                 $S(1) / S(0) - 100\%$

Option Performance            The Option Performance element will depend on the two following scenarii.

Scenario 1:

If on Valuation Date(1), Performance(1) is greater than or equal to 0%, then:  
Option Performance =  $10\% + (100\% \times \text{Performance}(1))$

Scenario 2:

If on Valuation Date(1), Performance(1) is lower than 0%, then:  
Option Performance =  $\text{Max} [0; 10\% + \text{Performance}(1)]$

Performance Component            Specified Denomination x Option Performance

### **USE OF PROCEEDS**

The net proceeds of the Notes will be used to enter into the Swap Agreement and the Deposit Agreement in connection with the Notes.

## DESCRIPTION OF CODEIS SECURITIES S.A.

### Information relating to Codeis Securities S.A.

#### **General**

The Issuer was incorporated in the Grand Duchy of Luxembourg as a public limited liability company (*société anonyme*) with unlimited duration on 27 February 2008 under the name Codeis Securities S.A. and is registered with the Luxembourg trade and companies register under number B.136.823. The Issuer was established as a regulated securitisation undertaking under the Securitisation Act 2004 in order to offer securities in accordance with the provisions of such act and is authorised and supervised by the CSSF.

The Articles of Incorporation of the Issuer were published in the *Mémorial, Recueil des Sociétés et Associations* on 4 April 2008, number C829 on page 39754.

The registered office of the Issuer is at 15, boulevard Prince Henri, L-1724 Luxembourg.

The telephone number of the Issuer is +352 27 85 25.

The authorised share capital of the Issuer is EUR 1,000,000,000. The subscribed share capital of the Issuer amounts to EUR 909,090.91 divided into 90,908,090 class O shares (the "**Class O Shares**"), 1,000 class P shares (the "**Class P Shares**") and 1 class T share, in registered form without a par value (the "**Class T Share**" and, together with the Class O Shares and the Class P shares, the "**Issuer Shares**"), all of which are fully paid. The issued Class O Shares and Class P Shares are held by Societe Generale and the Class T Share is held by the Trustee. Each Issuer Share is entitled to one vote. Societe Generale therefore has majority voting rights and accordingly direct control over the Issuer.

It is important to note that a resolution of the extraordinary general meeting of the shareholders of the Issuer regarding (1) the dissolution of the Issuer or (2) the amendment of the Issuer's Articles of Incorporation is validly adopted only if such dissolution or such amendment (as the case may be) has been approved by the holder of the Class T Share.

All Class P Shares and all related rights and assets (including the monies paid for the subscription of the Class P Shares and any share premium relating thereto (the "**Subscription Monies**")) and the assets purchased with the Subscription Monies are allocated to the Category X Compartment.

#### **Principal activities of the Issuer**

The principal activities of the Issuer are those which are set out in the Issuer's corporate objects clause, which is clause 4 of the Articles of Incorporation.

The corporate objects of the Issuer are to enter into, perform and serve as a vehicle for, any securitisation transactions as permitted under the Securitisation Act 2004. The Issuer has been established as a special purpose entity for the purpose of issuing asset backed securities.

The Issuer may acquire or assume, directly or through another entity or vehicle, the risks relating to the holding or ownership of claims, structured deposits, receivables and/or other goods, structured products relating to commodities or assets (including securities of any kind), either movable or immovable, tangible or intangible, and/or risks relating to liabilities or commitments of third parties or which are inherent to all or part of the activities undertaken by third parties, by issuing securities (*valeurs mobilières*) of any kind whose value or return is linked to these risks. The Issuer may assume or acquire these risks by acquiring, by any means, claims, structured deposits, receivables and/or other goods, structured products relating to commodities or assets, by guaranteeing the liabilities or commitments of third parties or by binding itself in any other way. The method that will be used to determine the value of the securitised assets will be set out in the relevant issue documentation proposed by the Issuer.

The Issuer may, within the limits of the Securitisation Act 2004, proceed, so far as they relate to securitisation transactions, to (i) the acquisition, holding and disposal, in any form, by any means, whether directly or indirectly, of participations, rights and interests in, and obligations of, Luxembourg and foreign companies, (ii) the acquisition by purchase, subscription, or in any other manner, as well as the transfer by sale, exchange or in any other manner of stock, bonds, debentures, notes and other securities or financial instruments of any kind (including notes or parts or units issued by Luxembourg or foreign mutual funds or similar undertakings and exchangeable or convertible securities) and receivables, claims or loans or other credit facilities and agreements or contracts relating thereto, and (iii) the ownership, administration, development and management of a portfolio of assets (including, among other things, the assets referred to in (i) and (ii) above) in accordance with the provisions of the relevant issue documentation.

The Issuer may, within the limits of the Securitisation Act 2004 and for as long as it is necessary to facilitate the performance of its corporate objects, borrow in any form and enter into any type of loan agreement. It may issue notes, bonds (including exchangeable or convertible securities and securities linked to an index or a basket of indices or shares), debentures, certificates, shares, beneficiary parts, warrants and any kind of debt or equity securities, including under one or more issue programmes. The Issuer may lend funds including the proceeds of any borrowings and/or issues of securities, within the limits of the Securitisation Act 2004 and provided such lending or such borrowing relates to securitisation transactions, to its subsidiaries or affiliated companies or to any other company.

The Issuer may, within the limits of the Securitisation Act 2004, give guarantees and grant security over its assets in order to secure the obligations it has assumed for the securitisation of those assets or for the benefit of investors (including their trustee or representative, if any) and/or any issuing entity participating in a securitisation transaction of the Issuer. The Issuer may not pledge, transfer, encumber or otherwise create security over some or all of its assets or transfer its assets for guarantee purposes, unless permitted by the Securitisation Act 2004.

The Issuer may enter into, execute and deliver and perform any swaps, futures, forwards, derivatives, options, repurchase, stock lending and similar transactions for as long as such agreements and transactions are necessary to facilitate the performance of the Issuer's corporate objects. The Issuer may generally employ any techniques and instruments relating to investments for the purpose of their efficient management, including, but not limited to, techniques and instruments designed to protect it against credit, currency exchange, interest rate risks and other risks.

The Board is entitled to create one or more compartments (within the meaning of article 62 of the Securitisation Act 2004 and representing the assets of the Issuer relating to an issue by the Issuer of shares or debt securities), in each case, corresponding to a separate part of the Issuer's estate and constituting each either a Category A Compartment or a Category B Compartment or the Category X Compartment. A category A Compartment will be referred to as Compartment A (including the relevant individual identification number), a Category B Compartment will be referred to as Compartment B (including the relevant individual identification number) and the Category X Compartment will be referred to as Compartment X.

The descriptions above are to be understood in their broadest sense and their enumeration is not limiting. The corporate objects of the Issuer shall include any transaction or agreement which is entered into by the Issuer, provided it is not inconsistent with the foregoing enumerated objects.

In general, the Issuer may take any controlling and supervisory measures and carry out any operation or transaction which it considers necessary or useful in the accomplishment and development of its corporate objects to the largest extent permitted under the Securitisation Act 2004.

### **Capitalisation**

As of the date of this prospectus, the capitalisation of the Issuer is comprised of 90,909,091 issued shares.

The following table sets out the equity of the Issuer as at 30 June 2014.

<b>EQUITY</b>	
Subscribed Capital	EUR 909,091
Legal Reserve	EUR 90,909
Loss brought forward	EUR (139,640)
Gain / (Loss) for the current financial year	EUR (63,557)
Total Shareholder Equity	EUR 796,803

### **Indebtedness**

As at 30 June 2014, the Issuer has total indebtedness equivalent to EUR3,037,046,258 including amounts owed to credit institutions and other creditors (including bond and warrant holders).

### **Administration, Management and Supervisory Bodies**

The chairman and the directors of the Issuer are as follows:

<i>Chairman</i>	<i>Business address</i>	<i>Principal outside activities</i>
Matthieu Fortin	41, Tower Hill EC3N 4SG London England	Employee of Societe Generale
<i>Directors</i>	<i>Business address</i>	<i>Principal outside activities</i>
Patrick Vincent	11, avenue Emile Reuter, L-2420 Luxembourg	Employee of Societe Generale
Sophie Robatche-Claive	Tour Societe Generale 17 cours Valmy 92987 Paris La Défense	Employee of Societe Generale
Christophe Guignard	Tour Societe Generale 17 cours Valmy 92987 Paris La Défense	Employee of Societe Generale
Jan Vanhoutte	15, rue Edward Steichen L-2540 Luxembourg	Managing Director of Vistra Fund Services S. à r.l.

Each of the directors confirms that there is no conflict of interest between his or her duties as a director of the Issuer and his or her private interests and/or other duties.

Societe Generale Securities Services Luxembourg acts as administrative and corporate agent of the Issuer (the "**Corporate Services Agent**"). Pursuant to the terms of the administrative and corporate agent agreement dated 1 September 2008 and entered into between the Corporate Services Agent and the Issuer, the Corporate Services Agent will perform in Luxembourg certain administrative and corporate agent services. In consideration of the foregoing, the Corporate Services Agent will receive an annual fee

out of the net assets of the Issuer, as agreed by the parties and detailed in a separate letter. The appointment of the Corporate Services Agent may be terminated, in principle, by either the Issuer or the Corporate Services Agent upon not less than 90 calendar days' prior notice.

No corporate governance regime to which the Issuer would be subject exists in Luxembourg as at the date of this Prospectus.

### **Financial Statements**

The financial year of the Issuer is the calendar year, save that the first financial year was from the date of incorporation to 31 December 2008. The Issuer has approved and deposited with the Luxembourg trade and companies register audited financial statements in respect of the period ending on 31 December 2013. These financial statements have been audited by Ernst & Young S.A. and are incorporated by reference into this Prospectus (please see the section headed "*Documents Incorporated by Reference*").

In accordance with articles 72, 74 and 75 of the Luxembourg Act dated 10 August 1915 on commercial companies, as amended, the Issuer is obliged to publish its annual accounts on an annual basis following approval of the annual accounts by the annual general meeting of the shareholders. The ordinary general meeting of shareholders takes place annually on the twenty-first of April or, if such day is not a business day for banks in Luxembourg, the next following business day in Luxembourg at 11.30 a.m. at the registered office of the Issuer or at such other place in Luxembourg as may be specified in the convening notice.

The financial statements in respect of the period ending on 31 December 2013 and any future published annual audited financial statements prepared for the Issuer will be obtainable free of charge from the specified office of the Paying Agents and the Issuer, as described in the section headed "*General Information*".

### **Independent Auditor**

For the financial years ended on 31 December 2012 and 31 December 2013 respectively, the annual accounts of Codeis Securities S.A. were audited, in accordance with International Standards on Auditing as adopted with Luxembourg by the *Commission de surveillance du secteur financier*, by Ernst & Young S.A. (*société anonyme*), 7, rue Gabriel Lippmann, Parc d'Activité Syrdall 2, L-5365 Munsbach, Luxembourg.

Ernst & Young S.A. has the status of *réviseurs d'entreprises agréés* and belongs to the Luxembourg institute of auditors (*Institut des réviseurs d'entreprises*).

The independent auditor of Codeis Securities S.A. has no material interest in Codeis Securities S.A..

## DESCRIPTION OF SOCIETE GENERALE

Societe Generale is a public limited company (*societe anonyme*) established under French law incorporated by deed approved by Decree on May 4, 1864, and is approved as a bank.

The duration of Societe Generale, previously fixed at 50 years with effect from January 1, 1899, was then extended by 99 years with effect from January 1, 1949.

Under the legislative and regulatory provisions relating to credit institutions, notably the articles of the French Monetary and Financial Code that apply to them, Societe Generale is subject to the commercial laws, in particular articles L. 210-1 and following of the French Commercial Code as well as its current by-laws.

Societe Generale's registered office is at 29, boulevard Haussmann, Paris, 75009. In accordance with current legislative and regulatory provisions, it may be transferred in any other location.

The purpose of Societe Generale is, under the conditions determined by the laws and regulations applicable to credit institutions, to carry out with individuals and corporate entities, in France or abroad:

- all banking transactions;
- all transactions related to banking operations, including in particular, investment services or allied services as listed by articles L. 321-1 and L. 321-2 of the French Monetary and Financial Code;
- all acquisitions of interests in other companies.

Societe Generale may also, on a regular basis, as defined in the conditions set by the French Financial and Banking Regulation Committee, engage in all transactions other than those mentioned above, including in particular insurance brokerage.

Generally, Societe Generale may carry out, on its own behalf, on behalf of a third-party or jointly, all financial, commercial, industrial, agricultural, movable property or real property transactions, directly or indirectly related to the abovementioned activities or likely to facilitate the accomplishment of such activities.

Societe Generale is registered in the "*Registre du Commerce et des Societes*" of Paris under number 552 120 222 RCS Paris.

## DESCRIPTION OF DELTA LLOYD BANK S.A.

*Information included in this Prospectus in relation to Delta Lloyd Bank S.A. has been extracted from the website of Delta Lloyd Bank S.A. at the date of this Prospectus. The Issuer has not attempted, and will not attempt, to verify the accuracy of such reproduced information and gives no assurance as to, and takes no responsibility for, its reliability. Investors should conduct their own inquiries and form their own judgements regarding the same. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by Delta Lloyd Bank S.A. on its website, no facts have been omitted which would render the reproduced information inaccurate or misleading.*

Delta Lloyd Bank S.A. provides its customers with a broad range of products and services, including private banking and asset management. The focus lies on relationship banking for affluent clients (retail and SME). Delta Lloyd Bank's objective is to deliver a quality offering for clients looking for "value for money". To achieve the cost, income and return on equity objectives, Delta Lloyd Bank has implemented strict risk and portfolio management procedures.

Synergies with Delta Lloyd Life Belgium, a Belgian subsidiary of Delta Lloyd N.V. which provides principally life insurance and general insurance in Belgium, are achieved by combining marketing activities and sharing distribution channels.

Delta Lloyd Bank S.A. has been an indirect subsidiary of Delta Lloyd N.V. since 1999. Since 28 March 2013 Delta Lloyd Bank S.A. became a direct subsidiary.

This organisation has been subject to change following the announcement of the expected sale of Delta Lloyd Bank S.A. by its parent company, as further detailed in the October 2013 Press Release incorporated by reference herein, which is also available on the following website: <http://www.deltalloydgroep.com/en/press/press-releases/delta-lloyd-intends-to-sell-belgian-banking-activities--1732956/>

Such potential change of organisation is no longer contemplated, as further detailed in the October 2014 Press Release incorporated by reference herein, which is also available on the following website: <http://www.deltalloydgroep.com/en/press/press-releases/belgian-banking-activities-remain-part-of-delta-lloyd-1861681/>.

Discussions regarding the sale are currently ongoing with interested parties and as a result Delta Lloyd Bank S.A. is classified as "*held for sale*".

Delta Lloyd N.V. is a Dutch limited liability company (*naamloze vennootschap*) and provides through its subsidiaries life insurance, general insurance, fund management and banking products and services, with its targeted markets being the Netherlands and Belgium

Delta Lloyd Bank S.A. (being its legal name) was formerly known as Bankunie NV founded on 18 June 1966 as a *societe anonyme* and its current form is the result of the acquisitions of Bank van Limburg CVBA in 2001 and part of Bank Nagelmackers 1747 NV in 2002.

In 2005, Bank Nagelmackers 1747 NV fully merged with Delta Lloyd Bank. Since then the banking brand in Belgium has been "Delta Lloyd Bank".

The address of Delta Lloyd Bank S.A. is Avenue de l'Astronomie 23, 1210 Bruxelles, Belgium, with its registered number being BE 0404.140.107 and its telephone number being 02 229 76 00.



For the financial years ended 31 December 2012 and 31 December 2013 respectively, the financial statements contained in the 2012 DLB Consolidated Annual Report and the 2013 DLB Consolidated Annual Report respectively were audited by Ernst & Young, De Kleetlaan 2, 1831 Diegem (Brussels), Belgium. Ernst & Young has the status of *réviseurs d'entreprises* and belongs to the Belgium institute of auditors (*Institut des réviseurs d'entreprises*).

Other than those events disclosed in the 2013 DLB Consolidated Annual Report, to best of the knowledge of Codeis Securities S.A., there has been no material adverse change in the prospects, and no significant change in the financial or trading position of Delta Lloyd Bank S.A. since its last published audited financial statements contained in the 2013 DLB Consolidated Annual Report for the financial year ending 31 December 2013.

Excepted any relevant element disclosed in the DLB Annual Financial Statements, to the best knowledge of Codeis Securities S.A., Delta Lloyd Bank S.A. has not been involved in any governmental litigation or arbitration proceedings in the 12 months preceding the date of this Prospectus which may have, or have had, in such period a significant effect on the financial position or profitability of the obligor.

## GENERAL INFORMATION

### Authorisation

The Issuer has obtained all necessary consents, approvals and authorisations in connection with the establishment and update of the Programme.

The publication of this Prospectus has been approved by a circular resolution of the board of directors of the Issuer.

### Approval of Prospectus

Application has been made to the CSSF to approve this document as a prospectus for the purposes of article 5.3 of the Prospectus Directive.

### Availability of Documents

Copies of the following documents will, when published, be available for inspection during normal business hours from the head office of each of the Trustee, Societe Generale, the Issuer and from the specified office of each of the Paying Agents for the time being in Luxembourg in each case at the address given at the end of this Prospectus:

- (i) copies of the *statuts* of Societe Generale (with English translations thereof), the Articles of Incorporation of Codeis Securities S.A. and, to the extent publicly available, the articles of association of Delta Lloyd Bank S.A.;
- (ii) the annual audited financial statements of the Issuer for the financial years ended 31 December 2012 and 31 December 2013;
- (iii) the annual audited financial statements of Delta Lloyd Bank S.A. for the financial years ended 31 December 2012 and 31 December 2013 as set out in the 2012 DLB Consolidated Annual Report and the 2013 DLB Consolidated Annual Report respectively;
- (iv) the report of the approved independent auditor in respect of Delta Lloyd Bank SA consolidated financial statements for the financial year ending 2012 and the report of the approved independent auditor in respect of Delta Lloyd Bank SA consolidated financial statements for the financial year ending 2013;
- (v) the Programme Agreement, the Collateral Management Agreement, the Custody Agreement, the Disposal Agency Agreement, the Agency Agreement, the Voting Agency Agreement and the Trust Deed (which includes, *inter alia*, the forms of the Global Notes (including Registered Global Notes)); and
- (vi) a copy of this Prospectus together with any Supplement to this Prospectus, the Base Prospectus, the First Supplement and the Second Supplement and any other documents incorporated herein or therein by reference.

In addition, this Prospectus and any documents incorporated by reference herein as aforementioned will be published on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)).

### No Material Adverse Change

There has been no material adverse change in the prospects of Codeis Securities S.A. since its last audited financial statements dated 31 December 2013.

### **No Significant Change**

There has been no significant change in the financial or trading position of Codeis Securities S.A. since its last unaudited interim financial statements dated 30 June 2014.

### **Litigation**

Codeis Securities S.A. is not nor has it been involved in any governmental, legal, arbitration or administrative proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the period covering at least 12 months preceding the date of this Prospectus which may have, or have had in the recent past, significant effects on Codeis Securities S.A.'s financial position or profitability, as applicable.

### **Clearing Systems**

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The Common Code and ISIN for the Notes allocated by Euroclear and/or Clearstream, Luxembourg is contained in the Issue Specific Terms. The address of Euroclear is 1, boulevard du Roi Albert II, B-1210, Brussels, Belgium; The address of Clearstream, Luxembourg is 42, avenue J F Kennedy, L-1855, Luxembourg.

### **Auditors**

The auditors of Codeis Securities S.A. are Ernst & Young who have audited Codeis Securities S.A.'s accounts, without qualification, in accordance with generally accepted auditing standards in Luxembourg, for the periods ending on 31 December 2012 and 31 December 2013, respectively.

The auditors of Codeis Securities S.A. have no material interest in Codeis Securities S.A..

### **Post issuance transaction information**

The Issuer does not intend to provide post issuance transaction information in relation to any Notes, the performance of the Compartment Assets or any assets underlying the Notes constituting derivative securities, except if required by any applicable laws and regulations.

### **Post issuance information**

The Issuer does not intend to provide post issuance information, except if required by any applicable laws and regulations.

### **Dealer engaging in business activities with the Issuer**

The Dealer and its affiliates have engaged, and may engage in the future, in investment banking and/or commercial banking transactions and/or investment activities with the Issuer or its affiliates and may, in the ordinary course of their business, provide services to the Issuer or its affiliates.

### **Overview of parties**

The Issuer is Codeis Securities S.A. Its shares are held by Societe Generale S.A. which is the Arranger, Compartment Assets Manager, Market Maker, Voting Agent, Calculation Agent, Dealer and Swap Counterparty and by SG Hambros Trust Company (Channel Islands) Limited which acts as Trustee.

Societe Generale Bank & Trust Luxembourg S.A., which acts as Issuing and Paying Agent, Registrar, Transfer Agent and Exchange Agent, Custodian and Listing Agent, Societe Generale Securities Services Luxembourg S.A. which acts as Corporate Services Agent and SG Hambros Trust Company (Channel Islands) Limited are all indirectly wholly owned subsidiaries of Societe Generale. Delta Lloyd Bank S.A. is the Deposit Counterparty and Distributor.

**ISSUER**

**Codeis Securities S.A.**  
15, boulevard Prince Henri,  
L-1724 Luxembourg  
Luxembourg

**ARRANGER, COMPARTMENT ASSETS MANAGER, DISPOSAL AGENT, MARKET MAKER, VOTING AGENT,  
CALCULATION AGENT, SWAP COUNTERPARTY, DEALER**

**Societe Generale**  
17, cours Valmy  
92987 Paris la Défense Cedex  
France

**TRUSTEE**

**SG Hambros Trust Company (Channel Islands) Limited**  
SG Hambros House  
PO Box 197, 18 Esplanade  
St Helier, Jersey  
Channel Islands, JE4 8RT

**ISSUING AND PAYING AGENT, REGISTRAR, TRANSFER AGENT AND EXCHANGE AGENT, CUSTODIAN**

**Societe Generale Bank & Trust**  
11, avenue Emile Reuter  
L-2420 Luxembourg  
Luxembourg

**CORPORATE SERVICES AGENT**

**Societe Generale Securities Services Luxembourg**  
28-32 Place de la Gare  
L-1616 Luxembourg  
Luxembourg

**PAYING AGENT**

**Societe Generale Bank & Trust**  
11, avenue Emile Reuter  
L-2420 Luxembourg  
Luxembourg

**AUDITORS**

*To the Issuer*

**Ernst & Young S.A.**

7, rue Gabriel Lippman

Parc d'Activité Syrdall 2

L-5365 Munsbach

Luxembourg