BASE PROSPECTUS dated 15 May 2023

SAGESS

€2,500,000,000
Euro Medium Term Note Programme

*Under the Euro Medium Term Note Programme (the "**Programme**") described in this base prospectus (the "**Base Prospectus**"), SAGESS ("**SAGESS**" or the "**Issuer**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the "**Notes**"). The aggregate nominal amount of Notes outstanding will not at any time exceed €2,500,000,000 (or the equivalent in other currencies).*

*This Base Prospectus (together with any supplements hereto, each a "**Supplement**") constitutes a base prospectus for the purposes of Article 8 of Regulation (EU) 2017/1129, as may be amended from time to time (the "**EU Prospectus Regulation**"). This Base Prospectus has been approved by the Autorité des marchés financiers (the "**AMF**") in France in its capacity as competent authority under the EU Prospectus Regulation and received the approval no. 23-164 on 15 May 2023. The AMF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer and of the quality of the Notes which are subject to this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.*

*For a period of twelve (12) months following the date of this Base Prospectus, application may be made (i) to the regulated market of Euronext Paris ("**Euronext Paris**") to be admitted to trading on Euronext Paris and/or (ii) to the listing authority of any other Member State of the European Economic Area ("**EEA**") for Notes to be admitted to trading on a Regulated Market (as defined below) in such Member State, provided that the Base Prospectus is completed by one or more supplements, pursuant to Article 23 of the EU Prospectus Regulation, following the occurrence of any significant new factor, material mistake or material inaccuracy relating to the information included (including information incorporated by reference) in this Base Prospectus which may affect investors' assessment of the Notes. After 13 June 2023, the Base Prospectus, as supplemented, will expire and the obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will no longer apply. Euronext Paris is a regulated market (a "**Regulated Market**") for the purposes of Directive 2014/65/EU on markets in financial instruments, as amended.*

*The price and the amount of the relevant Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) (as defined below) based on the prevailing market conditions at the time of the issue of such Notes and will be set out in the relevant final terms (the "**Final Terms**") (a form of which is contained herein). Notes may be issued at their nominal amount or at a discount or premium to their nominal amount.*

*Notes may be issued either in dematerialised form ("**Dematerialised Notes**") or in materialised form ("**Materialised Notes**") as more fully described herein.*

Dematerialised Notes will at all times be in book entry form in compliance with Articles L. 211-3 et seq. and R. 211-1 of the French Code monétaire et financier. No physical documents of title (including certificats représentatifs pursuant to Article R. 211-7 of the French Code monétaire et financier) will be issued in respect of the Dematerialised Notes.

*Dematerialised Notes may, at the option of the Issuer, be in bearer dematerialised form (au porteur) inscribed as from the issue date in the books of Euroclear France ("**Euroclear France**") (acting as central depositary) which shall credit the accounts of Account Holders (as defined in "Terms and Conditions of the Notes – Form, Denomination and Title") including Euroclear Bank SA/NV ("**Euroclear**") and the depositary bank for Clearstream Banking, S.A. ("**Clearstream, Luxembourg**") or in registered dematerialised form (au nominatif) and, in such latter case, at the option of the relevant Noteholder (as defined in Condition 1(c)(iv)), in either fully registered form (au nominatif pur), in which case they will be inscribed either in an account maintained by the Issuer or by the registration agent (designated in the relevant Final Terms) acting on behalf of the Issuer, or in administered registered form (au nominatif administré) in which case they will be inscribed in the books of an Account Holder designated by the relevant Noteholder.*

*Materialised Notes will be in bearer materialised form only and may only be issued outside France. A temporary global certificate in bearer form without interest coupons attached (a "**Temporary Global Certificate**") will initially be issued in connection with Materialised Notes. Such Temporary Global Certificate will be exchanged for Definitive Materialised Notes in bearer form with, where applicable, coupons for interest attached, on or after a date expected to be on or about the fortieth calendar day after the issue date of the Notes (subject to postponement as described in "Temporary Global Certificates issued in respect of Materialised Notes" below) upon certification as to non U.S. beneficial ownership as more fully described herein. Temporary Global Certificates will (a) in the case of a Tranche intended to be cleared through Euroclear and/or Clearstream, Luxembourg, be deposited on the issue date with a common depositary on behalf of Euroclear and/or Clearstream, Luxembourg and (b) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear and/or Clearstream, Luxembourg or delivered outside a clearing system, be deposited as agreed between the Issuer and the relevant Dealer(s).*

The minimum denomination of the Notes shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes).

*As at the date of this Base Prospectus, the Issuer's long-term debt is rated "AA" (negative outlook) by S&P Global Ratings Europe Limited ("**S&P**"). The Programme has been rated AA by S&P. Notes issued under the Programme may, or may not, be rated. The rating (if any) may be specified in the relevant Final Terms. The rating of the Notes will not necessarily be identical to the rating of the Issuer.*

*Whether or not such credit rating applied for in relation to a relevant Tranche of Notes will be (1) issued or endorsed by a credit rating agency established in the EEA and registered under Regulation (EC) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the "**EU CRA Regulation**"), or by a credit rating agency which is certified under the EU CRA Regulation and/or (2) issued or endorsed by a credit rating agency established in the United Kingdom (the "**UK**") and registered under Regulation (EU) No 1060/2009 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") or by a credit rating agency which is certified under the UK CRA Regulation will be disclosed in the Final Terms. The list of credit rating agencies registered in accordance with the EU CRA Regulation is published on the European Securities and Markets Authority's website (the "**ESMA**") (https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation). As of the date of this Base Prospectus, S&P appears on the list of registered and certified rating agencies published by ESMA. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change, or withdrawal at any time by the assigning rating agency.*

The ratings of S&P have been endorsed by S&P Global Ratings UK Limited in accordance with the UK CRA Regulation and have not been withdrawn. As such, the ratings issued by S&P may be used for regulatory purposes in the UK in accordance with the UK CRA Regulation.

Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Base Prospectus. This Base Prospectus does not describe all of the risks of an investment in the Notes.

Arranger

NATIXIS

Dealers

HSBC ***NATIXIS***

This Base Prospectus (including the documents incorporated by reference thereto), as may be supplemented from time to time, constitutes a base prospectus for the purposes of Article 8 of the EU Prospectus Regulation and for the purpose of giving all necessary information with regard to the Issuer and the Notes which, according to the particular nature of the Issuer and the Notes, is material to an investor for making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer, the rights attached to the Notes and the reasons for the issuance and its impact on the Issuer.

No person has been authorised to give any information or to make any representation other than those contained or incorporated by reference in this Base 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 the Issuer or any of the Dealers or the Arranger. Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

In this Base Prospectus, "**Arranger**" and "**Permanent Dealers**" means HSBC Continental Europe and Natixis and "**Dealer**" means any further dealer appointed in connection with the Programme or with respect to any specific issue of Notes.

The distribution of this Base Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer, the Dealers and the Arranger to inform themselves about and to observe any such restriction. The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any State or other jurisdiction of the United States, and the Notes may include Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold, or in the case of Materialised Notes (as defined below) delivered, within the United States or to, or for the account or benefit of U.S. persons as defined in Regulation S under Securities Act ("**Regulation S**") or, in the case of Notes in bearer form, as defined in the U.S. External Revenue Code of 1986, as amended, and regulations thereunder. For a description of certain restrictions on offers and sales of Notes and on distribution of this Base Prospectus, see "Subscription and Sale".

This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer, the Dealers or the Arranger to subscribe for, or purchase, any Notes.

EEA PRIIPS IMPORTANT - PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or both) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended ("**EU MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014, as amended (the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to retail investors in the EEA may be unlawful under the EU PRIIPs Regulation.

UK PRIIPS IMPORTANT - PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or both) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014, as amended, as it forms part of UK domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

EU MIFID II PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Notes will include a legend entitled "EU MiFID II Product Governance" which will outline the target market assessment in respect of the Notes, taking into account the five (5) categories referred to in item 18 of the Guidelines on EU MiFID II product governance requirements published by ESMA dated 5 February 2018, and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**" as defined in EU MiFID II) should take into consideration such determination; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels. A determination will be made by all relevant Dealers in relation to each issue about whether, for the purpose of the EU MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**EU MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor any Dealer nor any of their respective affiliates will be a manufacturer for the purpose of the EU MiFID Product Governance Rules.

UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Notes may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Notes, taking into account the five (5) categories referred to in item 18 of the Guidelines on MiFID II product governance requirements published by ESMA on 5 February 2018 (in accordance with the FCA's policy statement entitled "*Brexit our approach to EU non-legislative materials*"), and which channels for distribution of the Notes are appropriate. Any distributor (as defined above) should take into consideration such determination; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor any Dealer nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Dealers or the Arranger to subscribe for, or purchase, any Notes.

The Arranger and the Dealers have not separately verified the information contained in this Base Prospectus. To the fullest extent permitted by law, none of the Dealers or the Arranger accept any responsibility for the contents of this Base 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 (save as referred to above) which it might otherwise have in respect of this Base Prospectus or any such statement. Neither this Base Prospectus nor any other financial statements or information supplied in connection with the Programme (including any information incorporated by reference) are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arranger or the Dealers that any recipient of this Base Prospectus or any other financial statements should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus or to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.

TABLE OF CONTENTS

GENERAL DESCRIPTION OF THE PROGRAMME

The following overview does not purport to be complete and is taken from, and is qualified in its entirety by the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the relevant Final Terms.

This General Description constitutes a general description of the Programme for the purposes of Article 25.1(b) of Commission Delegated Regulation (EU) 2019/980 of 14 March 2019, as amended. It does not, and is not intended to, constitute a summary of this Base Prospectus within the meaning of Article 7 of the EU Prospectus Regulation or any implementing regulation thereof.

Issuer:	SAGESS
LEI (Legal Entity Identifier):	96950015LNMQ336X4W81
Description:	Euro Medium Term Note Programme
Size:	Up to €2,500,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time. The amount of the Programme may be increased in accordance with the terms of the Dealer Agreement.
Arranger:	Natixis
Dealers:	HSBC Continental Europe and Natixis The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to "Permanent Dealers" is to HSBC Continental Europe and Natixis and to such additional persons that are appointed as dealers in respect of the whole Programme (and, in each case, whose appointment has not been terminated) and references to "Dealers" are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.
Fiscal Agent, Principal Paying Agent and Calculation Agent:	Uptevia
Make-whole Calculation Agent:	Aether Financial Services
Method of Issue:	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the final terms (the "**Final Terms**").
Issue Price:	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount.
Form of Notes:	Notes may be issued in either dematerialised form ("**Dematerialised Notes**") or in materialised form ("**Materialised Notes**"). Dematerialised Notes may, at the option of the Issuer, be issued in bearer dematerialised form (*au porteur*) or in registered

dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder, in either fully registered form (*au nominatif pur*) or administered registered form (*au nominatif administré*) form. No physical documents of title will be issued in respect of Dematerialised Notes. See "*Terms and Conditions of the Notes - Form, Denomination and Title*".

Materialised Notes will be in bearer materialised form only. A temporary Global Certificate will be issued initially in respect of each Tranche of Materialised Notes. Materialised Notes may only be issued outside France. See "*Terms and Conditions of the Notes - Form, Denomination and Title*" below.

Clearing Systems: Euroclear France as central depositary in relation to Dematerialised Notes and, in relation to Materialised Notes, Clearstream, Luxembourg and Euroclear or any other clearing system that may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer.

Initial Delivery of Notes: No later than one Paris business day before the issue date of each Tranche of Dematerialised Notes, the *lettre comptable,* or as the case may be, the application form, relating to such Tranche shall be deposited with Euroclear France as central depositary.

On or before the issue date for each Tranche of Materialised Notes, the Temporary Global Certificate issued in respect of such Tranche shall be deposited with a common depositary for Euroclear and Clearstream, Luxembourg or with any other clearing system or may be delivered outside any clearing system *provided that* the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer.

Currencies: Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealer and specified in the relevant Final Terms.

Maturities: Subject to compliance with all relevant laws, regulations and directives, any maturity as may be specified in the relevant Final Terms.

Specified Denomination: Notes will be in such denominations as may be specified in the relevant Final Terms save that (i) the minimum specified denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes); and (ii) unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA will have a minimum denomination of £100,000 (or its equivalent in other currencies).

Fixed Rate Notes: Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.

Floating Rate Notes: Floating Rate Notes will bear interest determined separately for each Series as follows:

(i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency pursuant to the 2013 FBF Master Agreement relating to transactions on forward financial instruments and the relevant FBF Technical Schedules (*Additifs Techniques*) as published from time to time by the *Fédération Bancaire Française*; or

(ii) by reference to EURIBOR or EUR CMS or by reference to a Successor Rate or Alternative Rate, as may be determined by the Independent Adviser if a Benchmark Event occurs.

Interest Periods will be specified in the relevant Final Terms. The Minimum Rate of Interest shall not be less than zero.

Benchmark Discontinuation

If a Benchmark Event occurs (as defined in Condition 4(b)(iii)(B)(5)), the Issuer shall use reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate or an Alternative Rate (as such terms are defined in Condition 4(b)(iii)(B)(5)), the related adjustment and/or amendments to the terms of the relevant Series of Notes are further described in Condition 4(b)(iii)(B)(5).

Fixed/Floating Rate Notes:

Fixed/Floating Rate Notes may bear interest at a rate (i) that the Issuer may elect to convert on the date set out in the Final Terms from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate or (ii) that will automatically change from a Fixed Rate to a Floating Rate or from a Floating Rate to a Fixed Rate on the date set out in the Final Terms.

Zero Coupon Notes:

Zero Coupon Notes (as defined in "*Terms and Conditions of the Notes*") may be issued at their nominal amount or at a discount to it and will not bear interest (other than in the case of late payment in relation to the principal amount only).

Interest Periods and Interest Rates:

The length of the Interest Periods for the Notes and the applicable Rate of Interest or its method of calculation may differ from time to time or be constant for any Series. Notes may have a Maximum Rate of Interest, a Minimum Rate of Interest rate, or both. The use of Interest Accrual Periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Final Terms.

Redemption:

The relevant Final Terms will specify the Redemption Amounts payable, determined in accordance with the Conditions. Unless permitted by then current laws and regulations, Notes (including Notes denominated in sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the FSMA must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).

Optional Redemption:

The Final Terms issued in respect of each Series of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the Noteholders, and if so the terms applicable to such redemption.

Residual Maturity Call Option by the Issuer:	If "Residual Maturity Call Option" is specified as being applicable in the relevant Final Terms in respect of any Series of Notes, then the Issuer will have the option to redeem all, but not some only, of the Notes at any time during the period starting on (and including) the Initial Residual Maturity Call Option Date (as defined in the relevant Final Terms) and ending on (but excluding) the Maturity Date at the Early Redemption Amount together with interest accrued up to (but excluding) the date fixed for redemption.
Squeeze-out Call Option:	If "Squeeze-out Call Option" is specified as being applicable in the relevant Final Terms in respect of any Series of Notes, then the Issuer will have the option to redeem at the Early Redemption Amount, together with any accrued and unpaid interest up to (but excluding) the date fixed for redemption, all but not some only of that Series of Notes at any time, provided that redemptions (except for an Optional Make-Whole Redemption by the Issuer) or repurchases and cancellations of such Series shall have been previously effected in respect of at least the Minimum Percentage (as specified in the relevant Final Terms) of such Series of Notes.
Optional Make-Whole Redemption by the Issuer:	If "Optional Make-Whole Redemption by the Issuer" is specified as being applicable in the relevant Final Terms in respect of any Series of Notes, the Issuer will have the option to redeem the Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date at their relevant Optional Make-Whole Redemption Amount, together with any accrued and unpaid interest up to (but excluding) the date fixed for redemption.
Redemption by Instalments:	The Final Terms issued in respect of each issue of Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.
Early Redemption:	Except as provided in "Optional Redemption", "Residual Maturity Call Option", "Optional Make-Whole Redemption by the Issuer" and "Squeeze-out Call Option" above, the Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons or, if applicable, in instalments. See "Terms and Conditions of the Notes - Redemption, Purchase and Options".
Status of Notes:	The Notes will constitute direct, general, unconditional and unsubordinated obligations of the Issuer ranking *pari passu* and without any preference among themselves and (subject to legal public order exceptions) equally and rateably with all other present or future unsecured and unsubordinated liabilities of the Issuer.
Negative Pledge:	Noteholders will have the benefit of a negative pledge described in "*Terms and Conditions of the Notes – Status and Negative Pledge*".
Cross Default:	Noteholders will have the benefit of a cross-default described in "*Terms and Conditions of the Notes – Events of Default*".

Ratings:	The Issuer has been designated a long-term credit rating of "AA" (negative outlook) by S&P Global Ratings Europe Limited ("**S&P**"). The Programme has been rated AA by S&P. Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the relevant Final Terms. The list of credit rating agencies registered in accordance with the EU CRA Regulation is published on the European Securities and Markets Authority's website (the "**ESMA**") (https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation). The relevant Final Terms will specify whether or not such credit ratings are (1) issued or endorsed by a credit rating agency established in the European Union or in the UK, and registered under the EU CRA Regulation, or by a credit rating agency which is certified under the EU CRA Regulation and/or (2) issued or endorsed by a credit rating agency established in UK and registered UK CRA Regulation or by a credit rating agency which is certified under the UK CRA Regulation will be disclosed in the Final Terms. As of the date of this Base Prospectus, S&P appears on the list of registered and certified rating agencies published by ESMA. The ratings of S&P have been endorsed by S&P Global Ratings UK Limited, in accordance with the UK CRA Regulation and have not been withdrawn. As such, the ratings issued by S&P may be used for regulatory purposes in the UK in accordance with the UK CRA Regulation. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Withholding Tax:	All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes and Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. If pursuant to French laws or regulations, payments of principal, interest or other revenues in respect of any Note or Coupon become subject to withholding or deduction in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature, the Issuer shall, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that the Noteholders or, as the case may be, the Couponholders will receive after such withholding or deduction the full amount then due and payable thereon in the absence of such deduction or withholding, subject to certain exceptions.
Governing Law and Jurisdiction:	French law. Any dispute related to the Notes, Coupons and/or Talons shall be submitted to the exclusive jurisdiction of the competent courts in Nanterre.

Listing and Admission to Trading:	Application has been made for the Notes issued under the Programme to be admitted to trading on Euronext Paris. Euronext Paris is a Regulated Market published on the ESMA website. The Notes may also be listed and admitted to trading on such other or further stock exchange(s) as may be agreed between the Issuer, and the relevant Dealer in relation to each Series. The Final Terms relating to each Tranche of Notes will state whether or not and, if so, on which stock exchange(s) the Notes are to be listed and admitted to trading.
Selling Restrictions:	The United States, the European Economic Area, the United Kingdom, France, the Republic of Italy and Japan. See "Subscription and Sale". The Issuer is Category 2 for the purposes of Regulation S under the Securities Act.
Representation of Noteholders:	The Noteholders will, in respect of all Tranches of the relevant Series, be grouped automatically for the defence of their common interests in a masse (the "**Masse**"). The Masse will be a separate legal entity and will act in part through a representative and in part through collective decisions of the Noteholders. If and for so long as the Notes are held by a sole Noteholder, such Noteholder shall exercise all powers, rights and obligations entrusted to the Masse and the Representative by the provisions of the French *Code de Commerce*.

RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. All of these factors are contingencies which may or may not occur.

In accordance with the provisions of Article 16 of the EU Prospectus Regulation, the risk factors set out below are limited to those that are specific to the Issuer and the Notes and material to an informed investor's decision to invest in the Notes. These risks are ranked and presented in decreasing order of importance within each category (and in no particular order of importance between categories).

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes issued under the Programme. Prospective investors should read the detailed information set out elsewhere in this Base Prospectus (including the relevant sections of any documents deemed to be incorporated by reference herein and the relevant Final Terms) and reach their own views prior to making any investment decision.

Terms defined herein shall have the same meaning as in the "Terms and Conditions of the Notes".

Risks relating to the Issuer

The risk factors relating to the Issuer are limited to those that are specific to the Issuer and material to an informed investor's decision to invest in any Notes issued under the Programme. In assessing the materiality of each risk, the Issuer has considered the probability of its occurrence (bearing in mind the Issuer's risk management policies) and the magnitude of its impact on the Issuer.

1 *Risks related to the Business and Industry of the Issuer*

1.1 *Inability to provide oil products during an oil market crisis*

Since 1988, SAGESS has been purchasing oil products which are required to constitute required strategic stocks. In order to achieve this goal, the Issuer developed a comprehensive system based on:

- a network of storage agreements consisting of 85 warehouses spread across the French metropolitan territory in order to satisfy potential needs wherever they may occur;
- a secure portfolio of service agreements with warehouse keepers allowing the possibility of "refreshing" the stocks of oil products whenever necessary; and
- an efficient IT system connecting all the relevant actors (*i.e.* the operators, the warehouse keepers, the Issuer, the French State and the banks) for an immediate capacity to deliver, upon request of the French State, products to operators in case of national or local crisis. Therefore, the Issuer has the capacity to release products in a time frame of one working day whereas most of the agencies in the world need several days, even several weeks in certain cases.

It is possible that in the future, a crisis of extreme gravity will occur in the oil market due to an unforeseen event. In this case, the Issuer would have to use all its stocks and would find itself in shortage and therefore unable to make available more product to the French State and other operators. Such situation would have a significant adverse effect on the Issuer, which would no longer be able to fulfil its corporate object and which could lead to the cessation of the business or operations of the Issuer. This would constitute an event of default under the Terms and Conditions of the Notes (see Condition 9(d)) and therefore Noteholders could lose all of their investment in the Notes.

1.2 *Oil market price variation*

The Issuer can be exposed to oil price variation risks.

In 2022, oil market prices rose sharply, reflecting demand linked to a very strong growth but also a certain weakness in supply. This rise is the result of the Ukrainian crisis and the threat of war on European soil combined with the increase of key interest rates by the European Central Bank (the "**ECB**") in order to cope with the inflation in the Eurozone (*i.e.* 50 basis points in July 2022, 75 basis points in September 2022, 75 basis points in November 2022 and 50 basis points in December 2022).

As a consequence, brent crude oil rose to $137 per barrel in March 2022 and then decreased to $81 per barrel in December 2022. Since the beginning of 2023, speculation has also continued to increase due to social movements and inflation (*i.e.* the key interest rates of the ECB were again increased by 50 basis points in February 2023). It is expected that further increases could be decided in the foreseeable future.

The assets of the Issuer are composed almost exclusively of oil products stocks booked at their acquisition cost (*i.e.* not revalued according to their market price), amounting to €4,112 million as of 31 December 2022, which represents approximately 92.7 per cent. of the Issuer's total assets. Therefore, the value of almost all of the Issuer's assets could be subject to such oil market price variations.

However, during the past 30 years, the market value of the stocks was below the purchasing price only in 2008 with the financial crisis and in 2020 with the drop in prices further to the Covid pandemic.

Except for these two very limited periods (which did not exceed a few months each time) SAGESS enjoys a market value of its assets which is much higher than its accounting value.

Moreover, even in the event of very low prices period, the Issuer is protected by the agreement with the *Comité Professionnel des Stocks Stratégiques Pétroliers* (the "**CPSSP**").

The rules of procedure of the CPSSP provide that in the event that the sale price of the Issuer's stocks of products sold were found to be below to their average inventory price (*i.e.* sale at a loss), the payment received from the CPSSP will then be fixed at an amount which will allow SAGESS to be fully indemnified within a reasonable period which cannot exceed one year enabling the full repayment by the Issuer of its borrowings, interest and related costs to its banks or other lenders.

In the current economic context where oil prices can fluctuate rapidly in the course of a few days, particularly with regard to the Ukrainian crisis, rising interest rates, partial shortages of certain raw materials or food and social movements, the Issuer may be subject to price volatility. The Issuer is exposed to such risk of price volatility during the short period it has not yet received full repayment by the CPSSP or in the event that its agreement with the CPSSP is terminated. However, given the Issuer's relationship with the CPSSP, the probability of this risk occurring is considered moderate.

2 Legal, regulatory and liability risks

2.1 Change in the role given to the Issuer by a national or European decision

In accordance with the Council Directive 2009/1119/EC, of the 14 September 2009, as amended, each country in the European Union has to permanently maintain strategic reserves of oil products at 90 days of net imports of the previous year.

Law no. 92-1443 of December 1992 (the "**Oil Law**") integrated, among other things, this obligation of maintaining strategic reserves of oil, while enhancing French State administrative control over the strategic oil reserve system. The supervisory duty falls under the competence of the CPSSP, established by decree no. 93-132 dated 29 January 1993. As of today, the obligation to maintain strategic reserves of oil products is guaranteed by the oil operators which delegate an increasing part of their obligation to the CPSSP. The CPSSP has, in particular, the possibility to build up its reserves by relying on the Issuer's reserves, in exchange for a remuneration according to an agreement entered between them. This agreement, which is approved by a ministerial "*arrêté*" defines the terms and conditions upon which the Issuer builds up reserves of oil products in full ownership and makes them available to the CPSSP.

As a consequence, the corporate object of the Issuer and the extent of its activity are correlated to the above-mentioned regulations. Any regulatory or political change or developments which result in changes to legislation, regulation or policy to which the Issuer is subject to, may have a material adverse impact on its role. Such situation could lead to the cessation of the business or operations of the Issuer. This would constitute an event of default under the Terms and Conditions of the Notes (see Condition 9(d)) and therefore Noteholders could lose all their investment in the Notes.

In addition, the Issuer has a single corporate object, set out in its by-laws (*statuts*) as approved by decree, which is to build up and maintain such strategic oil stocks. Therefore, it cannot legally engage in any activities other than to fulfill the needs expressed by the CPSSP by acquiring, selling and maintaining strategic stocks of oil products. Should the agreement between the CPSSP and the Issuer be terminated, it would have a significant adverse effect on the Issuer which will be unable to achieve its corporate object and could cease its business or operations. Such cessation of business or operations would constitute an event of default under the Terms and Conditions of the Notes (see Condition 9(d)) and therefore Noteholders could lose all their investment in the Notes.

2.2 Possible consequences of a potential ODAC Borrowing Legislation re-classification

On 15 May 2014, the Issuer was included in the list of *Organismes divers d'administration centrale* (ODAC) (Miscellaneous central government agencies) by the *Institut national de la statistique et des études économiques* (INSEE) (French National Institute for Statistic and Economics Studies). This classification has a statistical purpose only with regard to public accounting and is still in force. Such current statistical classification of the Issuer among ODAC entities has no legal impacts on the activities, financing possibilities and financial performance of the Issuer.

On 9 August 2016, 23 August 2017 and 5 October 2018, three ministerial *Arrêtés* respectively dated 27 July 2016, 14 August 2017 and 4 September 2018 (the "**Arrêtés**") were published in the *Journal official de la République Française* (Official Journal of the French Republic) which included the Issuer in the list of ODAC entities that cannot enter into loans with a term longer than 12 months or issue debt securities with a maturity exceeding such duration (the "**ODAC Borrowing Legislation**"). Following various legal actions (*recours*) of the Issuer, a court ruling of the Administrative Court of Paris (*tribunal administratif de Paris*) dated 9 July 2021 and a court ruling of the French Supreme Administrative Court (*Conseil d'Etat*) dated 1 April 2022 retroactively nullified the *Arrêtés*, but only with regard to the classification of the Issuer in the list of ODAC entities that are subject to the ODAC Borrowing Legislation.

Following the above-mentioned decision of the French Supreme Administrative Court, the French Government (Ministry of Public Accounts) issued a letter to the attention of the Issuer on 6 April 2022 guaranteeing the end of the dispute and the capacity of borrowing of the Issuer as well as the withdrawal of all pending legal appeal engaged by the French Government against the Issuer. The Paris Administrative Court of Appeal (*Cour Administrative d'Appel de Paris*) also issued an *Ordonnance* on 28 April 2022 acknowledging the withdrawal of the French Government in the proceeding against the Issuer seeking the nullification of the court ruling of the Administrative Court of Paris (*tribunal administratif de Paris*) dated 9 July 2021. Consequently, the Issuer is no longer subject to the ODAC Borrowing Legislation, and there is no legal impediment to the Issuer entering into loans with a term longer than 12 months or issuing debt securities with a maturity exceeding such duration.

In the unlikely situation of a re-classification of the Issuer under the ODAC Borrowing Legislation, such decision could not be retroactive (*i.e.* could not jeopardize the debt securities or loans in force at the date of re-classification). Despite taking these elements into account, such situation of re-classification under the ODAC Borrowing Legislation would in the future prevent the Issuer from issuing further Notes under the Programme or other debt securities or from raising funds through loans with a maturity of more than 12 months. Therefore, it would limit the Issuer's financing possibilities and impact its financial performance.

Moreover, should the Issuer be re-classified under the ODAC Borrowing Legislation, it is likely that the Issuer will bring a new legal action (*recours*) against the French State, and therefore there would be a risk related to the uncertain outcome of such legal action.

As a result, the risk of reclassification under the ODAC Borrowing Legislation may have a material negative effect on the Issuer's overall financial position.

2.3 Property damage

The Issuer is exposed to the risk of destruction of its products located at different third parties' sites, as well as damage to or destruction of its headquarters (although these are rented). It is also exposed to the risk of harm to its staff and third parties.

The petroleum products stocks of the Issuer must be kept in bonded warehouses ("*entrepôts fiscaux de stockage*") in the French metropolitan territory. The bonded warehouses used by SAGESS are the refineries, most of the existing oil products bulk plants and the Manosque site (salt caverns), all being third party storage locations. The French State requires these stocks be geographically located in close proximity to areas of consumption so that they may be dispatched to the relevant areas of consumption without undue delay in times of crisis. The number of bonded warehouses of the Issuer (85 sites) and their geographical location contribute to this risk of property damage.

Thus, the Issuer maintains a property and casualty insurance, which covers oil products stored by third parties (for fire/explosion/lightning risk only, in accordance with the provisions of the storage agreements) as well as its registered office. The policy provides €140 million in coverage per claim.

The Issuer's storage agreements also provide that each storage provider is responsible for the products stored on their premises and for any physical or material harm to their staff, their facilities, and third parties. These risks must be covered by insurance contracts whose existence is verified at least annually by the Issuer.

However, in the event that the amount of the loss resulting of any such damage or destruction exceeds the maximum coverage provided by the insurance contracts, the Issuer could be exposed to an undetermined financial loss which could have a material adverse effect on its financial position.

2.4 Environmental damage and third-party liabilities

Environmental risks associated with its products stored at third party sites are covered by site operator insurance. In addition, the Issuer has an own environmental insurance with a limit of €50 million per claim per year that cover environmental damages made from the Issuer's products outside the fence of the third-party sites.

There is also a risk of liability for personal injury and damage to tangible and intangible property to third parties arising out of the Issuer's activities. This is covered by insurance with a limit of €20 million per claim.

The Issuer is not insured against all potential risks, and its liability could exceed the maximum coverage provided by its insurance or by the relevant site operator's insurance. Therefore, there is a risk for the Issuer to suffer from an uninsured loss which could have a material adverse effect on its financial condition and reputation. However, given the Issuer's insurance coverage, the probability of occurrence of such financial risk related to the cost of damages that may occur is considered moderate.

3 Risk related to the Issuer's internal controls and breaches in confidentiality

Directors must exercise discretion with respect to information of a confidential nature given as such by the Chief Executive Officer of the Issuer. The risk of breaches in confidentiality is identified and mitigated since the incorporation of the Issuer via (a) the right given to the French State's representants to attend the meetings of the Board of Directors and (b) the strict policy enacted by the Issuer regarding data privacy of information accessible to the Directors including a personal commitment taken by each Director.

However, any leak of information related to the Issuer's stocks of oil products could have a material adverse effect on the Issuer's reputation *vis-à-vis* the operators which are also its shareholders and the French State. As it is the case for any company which enjoys a strong position on a market as SAGESS, such a risk of leak of information may theoretically result in giving information to a third party and/or a shareholder which would not be entitled to hold it as per the French competition law. Such a situation may significantly affect the Issuer's reputation.

4 Risk related to the Issuer's financial situation

4.1 Inability to guarantee the Issuer's long-term financing

In the context of the global energy transition toward more sustainable energies, some investors and financial institutions have adopted policies aimed at restricting the funding of activities related to fossil energies as well as investment policies that consider ESG criteria.

An increase in the number of regulations aimed at guiding investment flows towards sustainable activities, as well as the growing concern of civil society in terms of climate change, could affect investors in their investment choices and make access to external funding more difficult or costly for the Issuer.

As of this date, most of the Issuer's financing is short-term debt and the majority of repayments are scheduled between 2024 and 2032. The Issuer must therefore constantly renew its financing resources in order to maintain its financial stability.

Should the Issuer be unable to obtain adequate financing for its activity from investors, the significant increase in the cost of financing likely to result from this could hinder its ability to build up stocks of oil products. Such situation could have a significant adverse effect on the Issuer's financial position.

4.2 Decrease in the Issuer's ratings

The Issuer has a strong rating of "AA" (negative outlook) by S&P. It is also the subject of two unsolicited CSR (Corporate Social Responsibility) ratings from ISS-ESG (OEKOM) and VIGEO-EIRIS agencies. The German CSR agency ISS-ESG (OEKOM) awarded the Issuer a C+ Prime rating, which places it among the top 5% in its sector and VIGEO EIRIS has awarded the Issuer an overall score of 63% (corresponding to the "Advanced" level), placing the Issuer among the best European companies in its sector in terms of its performance in relation to social responsibility.

These ratings, and particularly the CSR ratings which can change quickly due to the current context of developing the CSR practice leading to criteria which are evolving daily, may decline and affect the Issuer's financial situation.

A significant drop in those ratings could have a material adverse impact on its ability to issue Notes under the Programme or other debt securities.

4.3 Liquidity and interest rate risk

The Issuer is exposed to the risk of liquidity difficulties and interest rate fluctuations in relation, in particular, to its indebtedness.

The Issuer has taken the decision to borrow on the basis of a variable short-term rate in general due to limited and acceptable impact of interest rate variations (which could be covered by the agreement with the CPSSP) and due to the absence of profitability of a long-term coverage policy. It also should be noted that in the case of a bonds issue at a fixed rate, the Issuer could implement interest rate swaps (fixed to variable) depending on the level of interest rates at the time of such bond issue. As at 31 December 2022, there were eleven pending plain vanilla swaps for three out of six total bond issues.

All decisions affecting the financing of the Issuer (as the ones mentioned above) are subject to a strict financial policy regarding the types of financing, the spreading of maturities, the repayment schedules and the interest rate policy (including interest rate swaps and any other potential derivative transactions). Such decisions must be approved by the Board of Directors (*Conseil d'administration*) in order to ensure that the Issuer can finance itself at any time. The policy itself is also reviewed annually by the Board of Directors (*Conseil d'administration*) and was last approved on 15 December 2022.

In light of the policy implemented by the Issuer and the monitoring carried out by Board of Directors (*Conseil d'administration*), the impact of this risk, should it occur, on the Issuer's financial position is considered to be moderate.

Risks relating to the Notes

In assessing the materiality of each risk below, the Issuer has considered the probability of its occurrence and the magnitude of its impact. The risk factors have been presented in a limited number of categories depending on their nature. The risks which the Issuer considers to be the most material are set out first in each category, with the remaining risk factors in each category set out in descending order of materiality.

1 Risks relating to all Series of Notes

1.1 Economic and financial Risks

1.1.1 Credit Risk

As contemplated in Condition 3, the Notes constitute direct, general, unconditional and unsubordinated obligations of the Issuer. An investment in the Notes involves taking credit risk on the Issuer. Since the Notes are unsecured obligations of the Issuer, benefitting from no direct recourse to any assets or guarantees, the Noteholders can only rely on the ability of the Issuer to pay any amount due under the Notes. The Issuer has been assigned a long-term credit rating of "AA" (negative outlook) by S&P, and the value of the Notes will depend on the creditworthiness of the Issuer and the level of such credit rating (as may be impacted by the risks relating to the Issuer described above). If the financial situation of the Issuer deteriorates, the potential adverse impact on the Noteholders could be very significant because (i) the Issuer may not be able to fulfil all or part of its payment obligations under the Notes, (ii) the market value of the Notes may decrease, in particular if the credit rating deteriorates, and (iii) investors may lose all or part of their investment.

1.1.2 The trading market for debt securities may be volatile and may be adversely impacted by many events which may affect their market value

The Programme allows for the Notes to be admitted to trading on Euronext Paris or on any other Regulated Market as may be agreed with the Issuer, provided that a passporting application may be made for a period of twelve (12) months from the date of approval of this Base Prospectus by the AMF, for the Notes to be admitted to trading on a Regulated Market other than Euronext Paris. Nevertheless, the market value of the Notes will be affected by a number of factors, including the value of the reference rates, yields, the time remaining to the maturity date and the creditworthiness of the Issuer. The value of the Notes or the reference rates depends on a number of interrelated factors, including economic, financial and political events and factors affecting capital markets generally and

Euronext Paris and/or any other Regulated Market or the stock exchanges on which the Notes or the reference rates 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 Noteholder. Accordingly, the adverse impact of this risk on the Noteholder would be very significant as a substantial part of the capital invested by the Noteholder may be lost upon any transfer of the Notes.

1.1.3 An active trading market for the Notes may not develop

The Programme allows for the Notes to be admitted to trading on Euronext Paris or on any other Regulated Market as may be agreed with the Issuer, provided that a passporting application may be made for a period of twelve (12) months from the date of approval of this Base Prospectus by the AMF, for the Notes to be admitted to trading on a Regulated Market other than Euronext Paris. However, Notes issued under the Programme will be new securities which may not be widely distributed and for which there may be no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer.

In relation to Notes to be listed and admitted to trading on Euronext Paris and/or any other Regulated Market, the Notes may have no established trading market when issued, and one may never develop. If an active trading market for the Notes does not develop or is not maintained, the market or trading price and liquidity of the Notes may be adversely affected as Noteholders may not be able to sell their Notes easily or at prices that would provide them with a yield comparable to similar investments that have a developed secondary market.

This may have a negative impact on the liquidity of the Notes and result in low trading volumes. The degree of liquidity of the Notes may negatively impact the price at which an investor can dispose of the Notes where the investor is seeking to achieve a sale within a short timeframe. In such circumstances, the impact of this risk on the Noteholder would be high because Notes would likely have to be resold at a discount to the nominal value of the Notes. Furthermore, if additional and competing products are introduced in the markets in such circumstances where there is no trading market for the Notes, this may have a significant adverse effect on the market value of the Notes.

1.1.4 Exchange rate risks and exchange controls

The Programme allows for Notes to be issued in a range of currencies as specified in the relevant Final Terms (each, a "**Specified Currency**"). The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. Such risks generally depend on a number of factors, including financial, economic and political events over which the Issuer has no control. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary or financial authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate, as well as the availability of the Specified Currency in which a Note is payable at the time of payment of interest and/or principal in respect of such Note. If this risk were to materialise, the Noteholders whose financial activities are carried out or dependent principally in a currency or currency unit other than the relevant Specified Currency could be negatively impacted. As a result, such situation could have a negative effect on the investors who might receive less interest or principal than expected, or, at worst, no interest or principal.

1.2 Legal Risks

1.2.1 French insolvency law and EU Restructuring Directive

The Issuer is a *société anonyme* with its corporate seat in France. In the event that the Issuer becomes insolvent, insolvency proceedings will be generally governed by the insolvency laws of France to the extent that the "centre of main interests" (as construed under Regulation (EU) 2015/848, as amended) of the Issuer is located in France (which is the case today).

According to French insolvency law (as in effect from 1 October 2021, following the implementation of Directive (EU) 2019/1023 by Ordonnance 2021-1193 dated 15 September 2021), "affected parties" (including notably creditors, and therefore the Noteholders) may be treated in separate classes which reflect certain class formation criteria for the purpose of adopting a restructuring plan. Classes shall be formed in such a way that each class comprises claims or interests with rights that reflect a sufficient commonality of economic interest based on objective and ascertainable criteria. Noteholders will no longer deliberate on the proposed restructuring plan(s) in a separate assembly, meaning that they will no longer benefit from a specific veto power on the proposed plan(s). Instead, as any other affected parties, the Noteholders will be grouped into classes of affected parties (with potentially other creditors) and their dissenting vote may possibly be overridden through the positive vote of the class(s) to which they belong or by a cross-class cram down sanctioned by the court. Although likely that Noteholders would be grouped within the same class for the purpose of proceedings affecting the Issuer, it cannot entirely be ruled out that Noteholders would be grouped into different classes based on objective and ascertainable criteria that would then prevail.

The commencement of insolvency proceedings against the Issuer would have a material adverse effect on the market value of the Notes. As a consequence, any decisions taken by a class of affected parties could negatively and significantly impact the Noteholders and cause them to lose all or part of their investment, should they not be able to recover all or part of the amounts due to them from the Issuer.

1.2.2 Modification of the Terms and Conditions of the Notes

Subject to the provisions of the Final Terms, the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a *Masse*, as defined in Condition 10 (*Representation of Noteholders*). The Terms and Conditions of the Notes contain provisions for Noteholders to consider matters affecting their interest generally to be adopted either through a general meeting (the "**General Meetings**") or by consent following a written consultation (the "**Written Decisions**"). The Terms and Conditions permit in certain cases defined majorities to bind all Noteholders including Noteholders who did not attend and vote (or were not represented) at the relevant General Meeting, Noteholders who voted in a manner contrary to the majority or Noteholders who did not consent to a Written Decision. Noteholders may be asked to decide on any proposal relating to the modification of the Terms and Conditions by way of Collective Decisions, as more fully described in Condition 10 (*Representation of Noteholders*).

While it is not possible to assess the likelihood that the Terms and Conditions will need to be amended by way of a Collective Decision during the life of the Notes, if it were necessary it is possible that a majority of Noteholders could adopt a Collective Decision that would modify the Terms and Conditions in a way that could impair or limit the rights of the Noteholders, for example by waiving certain rights temporarily or permanently or by amending the financial conditions of the Notes and reducing their yield for Noteholders. These amendments could in turn have the effect of reducing the market value of the Notes and therefore have a material adverse impact on the Noteholders who could lose a part of their investment in the Notes.

By exception to the above provisions, Condition 10(g) provides that the provisions of Article L 228-65 I 1° of the French *Code de commerce* (providing for a prior approval of the General Meeting of the Noteholders of any change in corporate purpose or form of the Issuer) and the related provisions of the French *Code de commerce* shall not apply to the Notes. As a result of this exclusion, the prior approval of the Noteholders will not have to be obtained on such matter, which may affect their interests generally.

1.2.3 Change of law

The Terms and Conditions of the Notes are based on and governed by French law and EU rules in effect as at the date of this Base Prospectus. Judicial decisions or changes to French law, EU rules or their administrative practice, official application or interpretation which may take place after the date of this Base Prospectus could be unfavourable to creditors' rights, including those of the Noteholders. Whilst it is difficult to assess the likelihood of any such judicial decisions or changes, if any change in law was unfavourable to the Issuer or the Noteholders, it could have a material adverse effect on the market value of the Notes and could have negative repercussions on the Noteholders' investment in the Notes.

2 Risks relating to the structure and characteristics of a particular issue of Notes

2.1 Interest Rate Risks

2.1.1 Interest Rate Risk on Fixed Rate Notes

Investment in Notes that pay a fixed rate of interest ("**Fixed Rate Notes**") involves the risk that if market interest rates subsequently increase above the rate paid in the Fixed Rate Notes, this may adversely affect the value of the

Fixed Rate Notes. The Terms and Conditions of the Notes allow the Issuer to issue Fixed Rate Notes to Noteholders (see Condition 4(a) (*Interest on Fixed Rate Notes*). While the nominal interest rate of a Fixed Rate Note is specified in the relevant Final Terms and is determined for the term of such Note or a given period of time, the market interest rate (the "**Market Interest Rate**") typically varies on a daily basis. As the Market Interest Rate changes, the price of the Fixed Rate Note on the secondary market varies in the opposite direction. If the Market Interest Rate increases, the price of the Fixed Rate Note typically decreases, until the yield of such Fixed Rate Note equals approximately the Market Interest Rate. If the Market Interest Rate decreases, the price of a Fixed Rate Note typically increases, until the yield of such Fixed Rate Note equals approximately the Market Interest Rate. Movements of the Market Interest Rate are hard to anticipate and can adversely affect the price of the Notes in the secondary market. Movements in the Market Interest Rate could have a very significant impact on the Noteholders as selling the Notes during a period in which the Market Interest Rate exceeds the fixed rate of the Notes could cause the Noteholders to lose part of the capital they had invested. This risk is exacerbated by the fact that the Market Interest Rate typically varies on a daily basis, as mentioned above.

2.1.2 Investors will not be able to calculate in advance the rate of return on Floating Rate Notes.

A key difference between Notes that bear interest at a floating rate of interest ("**Floating Rate Notes**") and Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated. The Terms and Conditions of the Notes allow the Issuer to issue Floating Rate Notes to Noteholders (see Condition 4(b) (*Interest on Floating Rate Notes*)). The floating rate of interest is comprised of a reference rate and a margin to be added or subtracted, as the case may be, from such base rate. Typically, the relevant margin will not change throughout the life of the Notes but there will be a periodic adjustment (as specified in the relevant Final Terms) of the reference rate (e.g., every three (3) months or six (6) months) which itself will change in accordance with general market conditions. Accordingly, the market value of Floating Rate Notes may be volatile if changes, particularly short term changes, to market interest rates evidenced by the relevant reference rate can only be reflected in the interest rate of these Notes upon the next periodic adjustment of the relevant reference rate. This stated volatility may have a significant adverse effect on the market value of the Notes.

If the relevant Final Terms provide for frequent interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing.

2.1.3 Fixed/Floating Rate Notes

The Terms and Conditions allow the Issuer to issue Notes ("**Fixed/Floating Rate Notes**") with a fixed rate of interest that is later converted to a floating rate of interest and vice versa (see Condition 4(c) (*Fixed/Floating Rate Notes*)). The Fixed/Floating Rate Notes bear interest at a rate that, automatically or upon decision of the Issuer at a date (the "**Conversion Date**") specified in the Final Terms, can be converted from a fixed rate to a floating rate or from a floating rate to a fixed rate. The (automatic or optional) conversion may affect the secondary market and the market value of the Notes as it can lead to a reduction of the total borrowing costs. If a fixed rate is converted into a floating rate, the rate spread between the fixed rate and the floating rate may be less in favour than the rate spreads on comparable Floating Rate Notes that have the same reference rate. In addition, the new floating rate may be, at any time, lower than the interest rates of other Notes. If a floating rate is converted into a fixed rate, the fixed rate may be lower than the rate(s) applicable to such Notes previously. It is difficult to anticipate future market volatility in interest rates, but any such volatility may have a significant adverse effect on the market value of the Notes.

2.1.4 Zero Coupon Notes are subject to higher price fluctuations than non-discounted bonds

The Terms and Conditions allow the Issuer to issue zero coupon Notes ("**Zero Coupon Notes**") pursuant to Condition 4(d) (*Zero Coupon Notes*). Changes in market interest rates have a substantially stronger impact on the prices of Zero Coupon Notes than on the prices of ordinary Notes because the discounted issue prices are substantially below par. If market interest rates increase, Zero Coupon Notes can suffer higher price losses than other Notes having the same maturity. Due to their leverage effect, Zero Coupon Notes are a type of investment associated with a particularly high price risk. It is difficult to anticipate future market volatility in interest rates, but any such volatility may have a significant adverse effect on the value of the Notes.

2.1.5 The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks"

The relevant Final Terms for a Series of Floating Rate Notes could specify, pursuant to Condition 4(b)(iii)(C) (*Screen Rate Determination for Floating Rate Notes*), that the Rate of Interest for such Notes will be determined by reference to the Euro Interbank Offered Rate ("**EURIBOR**"), the Euro Constant Maturity Swap rate ("**EUR CMS**") and other indices which are deemed to be "benchmarks". Such "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, to be subject to revised calculation methods, or have other consequences which cannot be predicted. Any such consequence could have a significant adverse effect on any Notes linked to or referencing such a "benchmark". In particular, in 2019, the method of determination of EURIBOR was changed by its administrator, the European Money Markets Institute. Because of the change in method, historical trends with respect to EURIBOR may not be indicative of trends that might apply on the basis of the new determination method.

Regulation (EU) 2016/1011 (the "**EU Benchmarks Regulation**") among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

The EU Benchmarks Regulation was amended by Regulation (EU) 2021/168 of the European Parliament and of the Council of 10 February 2021 published in the Official Journal of the European Union on 12 February 2021, which has applied since 13 February 2021 and which introduced a harmonised approach to deal with the cessation or wind-down of certain benchmarks (such as EURIBOR or EUR CMS, which may be referred as Reference Rates according to the Terms and Conditions) by conferring the power to designate a statutory replacement for said benchmarks to the Commission or the relevant national authority in certain circumstances, such replacement being limited to contracts and financial instruments (such as certain Notes) which contain no fallback provision or no suitable fallback provisions and where certain trigger events relating to non-representativeness or cessation or wind down of the benchmark are met. In general, parties can opt out of the statutory replacement where all parties, or the required majority of parties, to a contract or financial instrument have agreed to apply a different replacement for a benchmark before or after entry into force of the implementing act. A statutory replacement benchmark could have a negative impact on the value or liquidity of, and return on, certain Notes linked to or referencing such benchmark and may not operate as intended at the relevant time or may perform differently from the discontinued or otherwise unavailable benchmark.

In addition, Regulation (EU) 2021/168 is subject to further development through delegated regulations and the transitional provisions applicable to third-country benchmarks are extended until the end of 2023 (and the Commission is empowered to further extend this period until the end of 2025, if necessary). There are therefore still details to be clarified in relation to the potential impact of these legislative developments.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

This may cause these benchmarks to perform differently than they have done in the past, and may have other consequences which cannot be predicted. Such factors may have (without limitation) the following effects on certain benchmarks (including EURIBOR and EUR CMS): (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the market value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a "benchmark".

2.1.6 The occurrence of a Benchmark Event could have an adverse effect on the value of and return on any Notes linked to or referencing such "benchmarks"

Condition 4(b)(iii)(B)(5) (*Screen Rate Determination for Floating Rate Notes*) provides for certain fallback arrangements in the event that a Benchmark Event occurs, including if an inter-bank offered rate (such as EURIBOR or EUR CMS) or other relevant reference rate, and/or any page on which such benchmark may be published, becomes unavailable, or if the Issuer, the Calculation Agent, any Paying Agent or any other party responsible for the calculation of the Rate of Interest (as specified in the relevant Final Terms) are no longer permitted lawfully to calculate interest on any Notes by reference to such benchmark under the EU Benchmarks Regulation or otherwise. Such fallback arrangements include the possibility that the rate of interest could be set by reference to a Successor Rate or an Alternative Rate (both as defined in Condition 4(b)(iii)(B)(5)) (*Screen Rate Determination for Floating Rate Notes*), and may include amendments to the Terms and Conditions of the Notes to ensure the proper operation of the Successor Rate or Alternative Rate, all as determined by the Independent Adviser and without the consent of the Noteholders.

In certain circumstances, and as specified in Condition 4(b)(iii)(B)(3) (*Screen Rate Determination for Floating Rate Notes*), including (i) where no Successor Rate or Alternative Rate (as applicable) is determined, (ii) due to uncertainty relating to the availability of a Successor Rate or Alternative Rate (as the case may be), or (iii) if the Issuer is unable to appoint an Independent Adviser or, if an Independent Adviser is appointed, such Independent Adviser is unable to act, the fallback rules may not apply as expected at the relevant time. In such a scenario, alternative fallback rules may be applied, resulting in the rate of interest for such Interest Period being based on the rate which applied for the immediately preceding Interest Period (as indicated in the relevant Final Terms), as set out in the risk factor entitled "*The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to or referencing such "benchmarks"*" above).

It is possible that, in the event that a Benchmark Event occurs, it will take some time before a clear successor rate or alternative rate is established in the market. Accordingly, Condition 4(b)(iii)(B)(5) provides as a further fallback that, following the designation of a Successor Rate or an Alternative Rate, if the Independent Adviser determines that the Successor Rate or Alternative Rate is no longer substantially comparable to the Original Reference Rate or does not constitute an industry accepted successor rate, the Issuer shall appoint or re-appoint an Independent Adviser for the purpose of confirming the Successor Rate or Alternative Rate (as applicable) or determining a replacement Successor Rate or Alternative Rate in accordance with Condition 4(b)(iii)(B)(5). If the Independent Adviser is unable to or otherwise does not determine a replacement Successor Rate or Alternative Rate (as applicable), then the previously-designated Successor Rate or Alternative Rate will remain unchanged despite the fact that it may no longer be substantially comparable to the Original Reference Rate or that it may no longer constitute an industry accepted rate, which may have an adverse effect on the market value and yield of the Notes.

The Successor Rate or Alternative Rate may have no or a very limited trading history and accordingly its general evolution and/or interaction with other relevant market forces or elements may be difficult to determine or measure. In addition, given the uncertainty concerning the availability of successor or alternative rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time and the Successor Rate or Alternative Rate may perform differently from the discontinued Original Reference Rate.

Any Adjustment Spread applied to any Series of Floating Rate Notes may not adequately compensate for this impact. Any such adjustment could have unexpected consequences, due to the particular circumstances of each Noteholder and any such adjustment may not be favourable to each Noteholder. This could have quite an adverse impact on the rate of interest on, and trading value of, the affected Floating Rate Notes. Moreover, any holders of such Floating Rate Notes that enter into hedging instruments based on the Original Reference Rate may find their hedges to be ineffective, and they may incur costs in unwinding such hedges and replacing them with instruments tied to the successor or alternative rate.

Any such consequences could have an adverse effect on the liquidity and value of, and return on, any such Floating Rate Notes linked to or referencing such "benchmarks" because the occurrence of a Benchmark Event could result in a loss of a portion of the principal amount invested in the relevant Floating Rate Notes.

2.2 Early Redemption Risks

2.2.1 The Notes may be redeemed prior to maturity for taxation reasons

In the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes or Coupons pursuant to Condition 7(b) (*Additional Amounts*), due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with Condition 5(c) (*Redemption for Taxation Reasons*). Such early redemption would be at the Early Redemption Amount of such Notes, which in almost all cases would be their principal amount. Whilst it is not possible to anticipate the likelihood of any change requiring the Issuer to be obliged to increase the amounts payable pursuant to Condition 7(b) (*Additional Amounts*), nor whether the Issuer would exercise its early redemption option as a result, any such exercise may have a very significant impact on the Noteholders. As a result of such early redemption the yields received upon redemption may be lower than expected, and the redemption price of the Notes may be lower than the purchase price for the Notes paid by the Noteholder. As a result, part of the capital invested by the Noteholder may be lost, so that the Noteholder in such circumstances would not receive the total amount of the capital invested.

2.2.2 Any early redemption at the option of the Issuer, if provided for in any Final Terms for a particular issue of Notes, could cause the yield received by Noteholders to be considerably less than anticipated.

The Final Terms for a particular issue of Notes may provide for early redemption at the option of the Issuer including a Redemption at the Option of the Issuer as described in Condition 5(d) (*Redemption at the Option of the Issuer*), a Residual Maturity Call Option by the Issuer as described in Condition 5(e) (*Residual Maturity Call Option by the Issuer*), a Squeeze-out Call Option as described in Condition 5(f) (*Squeeze-out Call Option*) or an Optional Make-Whole Redemption by the Issuer as described in Condition 5(g) (*Optional Make-Whole Redemption by the Issuer*). As a result and only in the event that the Issuer decided to exercise any of the above options activated in the relevant Final Terms, the yields received upon redemption may be lower than expected, and the redemption price of the Notes may be lower than the purchase price for the Notes paid by the Noteholder. Such circumstances would have a material adverse effect on the Noteholders given that part of the capital they invested may be lost. In such situation, the Noteholders would not receive the total amount of the capital invested. Furthermore, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Notes.

The above factors mean that the very existence of these early redemption options in a particular Series of Notes could limit the market value of such Notes.

In addition, if a Residual Maturity Call Option (in accordance with Condition 5(e) (*Residual Maturity Call Option by the Issuer*)), is specified as applicable in the Final Terms, and if the Issuer decides to redeem the Notes pursuant to the Optional Make-whole Redemption (in accordance with Condition 5(g) (*Optional Make-Whole Redemption by the Issuer*)) before the Initial Residual Maturity Call Option Date (as specified in the relevant Final Terms), the calculation of the Optional Make-whole Redemption Amount in respect of the Optional Make-whole Redemption will be calculated by reference to the relevant Initial Residual Maturity Call Option Date rather than the relevant Maturity Date and, for the avoidance of doubt, the last remaining scheduled payment of interest shall be deemed to fall on the Initial Residual Maturity Call Option Date (rather than the relevant Maturity Date) which would result in a reduced rate of return on the Notes than a Noteholder would have otherwise received pursuant to the Optional Make-whole Redemption Amount calculated pursuant to the Terms and Conditions of the Notes for Series of Notes where a Residual Maturity Call Option has not been specified. Such circumstances could have a material adverse impact on the Noteholders.

In particular, with respect to the Squeeze-out Call Option (Condition 5(f) (*Squeeze-out Call Option*)), there is no obligation on the Issuer to inform investors if and when the Minimum Percentage (as defined in the relevant Final Terms) has been reached or is about to be reached, and the Issuer's right to redeem will exist notwithstanding that immediately prior to the serving of a notice in respect of the exercise of the Squeeze-out Call Option the Notes may have been trading significantly above par, thus potentially resulting in a loss of capital invested or lower than expected returns. Such situation could have a significant adverse effect on the Noteholders.

2.2.3 An early redemption of part of a Series of Notes may affect the liquidity of the Notes of the same Series in respect of which such option is not exercised

Depending on the number of Notes of the same Series in respect of which a partial redemption is made, either at the option of the Issuer provided in Conditions 5(d) (*Redemption at the Option of the Issuer*) or 5(g) (*Optional Make-Whole Redemption by the Issuer*) or at the option of the Noteholders provided in Conditions 5(h) *(Redemption at the Option of the Noteholders*) or following an event of default (as provided in Condition 9 (*Events of Default*)), any trading market in respect of those Notes in respect of which such option is not exercised may become less liquid or illiquid which, depending on the extent of the illiquidity, may have a direct and material adverse impact on any remaining Noteholders seeking to dispose of their Notes. In addition, investors may not be able to reinvest the moneys they receive upon such early redemption in securities with the same yield as the redeemed Notes.

IMPORTANT NOTICES

The Notes may not be a suitable investment for all investors

The Notes may not be a suitable investment for all investors. 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:

(i) 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 Base Prospectus or any applicable supplement;

(ii) 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;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency or where the currency for principal or interest payments is different from the currency in which such potential investor's financial activities are principally denominated;

(iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant financial markets; and

(v) 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 the applicable risks.

Credit ratings

One or more independent rating agencies may assign ratings to the Notes and/or the Issuer. The ratings may not reflect the potential risk related to the structure, market, additional factors discussed in this section, and other factors that may affect the value of the Notes or the standing of the Issuer. A credit rating and/or a corporate rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Taxation

Potential purchasers and sellers of the Notes may be required to pay taxes or documentary charges or duties in accordance with the laws and practices of the jurisdiction where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Notes. Potential investors are advised not to rely upon the tax overview contained in this Base Prospectus but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, disposal and redemption of the Notes. Only these advisers are in a position to duly consider the specific situation of the potential investor.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents (see hyperlinks in **blue**) which have been filed with the AMF for the purpose of the EU Prospectus Regulation and shall be deemed to be incorporated by reference in, and to form part of, this Base Prospectus:

(a) the Issuer's audited annual financial report in the French language relating to the financial year ended on 31 December 2022 and the report of the statutory auditor of the Issuer on such accounts (the "**2022 Annual Financial Report**");

(b) the Issuer's audited annual financial report in the French language relating to the financial year ended on 31 December 2021 and the report of the statutory auditor of the Issuer on such accounts (the "**2021 Annual Financial Report**"); and

(c) the section "Terms and Conditions of the Notes" (the "**2022 Conditions**") of the base prospectus dated 13 June 2022 which received approval no. 22-207 from the AMF on 13 June 2022 (the "**2022 Base Prospectus**"),

save that any statement contained in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Base Prospectus.

This Base Prospectus, any supplement to the Base Prospectus and all documents incorporated by reference into this Base Prospectus may be obtained, free of charge on the website of the Issuer (*www.sagess.fr/en*). Provision of such documents does not constitute a representation that such documents have not been modified or superseded in whole or in part as specified above. The Base Prospectus and any supplement to the Base Prospectus will also be available on the website of the AMF (*www.amf-france.org*).

The Final Terms related to Notes admitted to trading on Euronext Paris will be published on the websites of (x) the AMF (*www.amf-france.org*) and (y) the Issuer (*www.sagess.fr/en*). If the Notes are admitted to trading on a Regulated Market other than Euronext Paris, the relevant Final Terms will provide whether additional methods of publication are required and what they consist of.

Other than in relation to the documents which are deemed to be incorporated by reference, the information on the websites to which this Base Prospectus (including, for the avoidance of doubt, any information on the websites which appear in the documents incorporated by reference) refers does not form part of this Base Prospectus and has not been scrutinised or approved by the AMF.

For the purposes of the EU Prospectus Regulation, the information incorporated by reference in this Base Prospectus is set out in the cross-reference table below. Where only certain parts of the information requested to be disclosed by the Issuer as a result of Annex 7 of the Commission Delegated Regulation (EU) 2019/980 supplementing the EU Prospectus Regulation, as amended, are incorporated by reference, the non-incorporated parts are either not relevant for investors or contained elsewhere in this Base Prospectus.

Any information not listed in the cross-reference table below, but included in the documents listed above is given for information purposes only and is not incorporated by reference in this Base Prospectus.

The information incorporated by reference above is available as follows:

Rule	Annex 7 of the Commission Delegated Regulation (EU) 2019/980, as amended	2022 Annual Financial Report (page number)	2021 Annual Financial Report (page number)
11	**FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES**		
11.1	**Historical financial information**		
11.1.1	Historical financial information covering the latest two financial years (at least 24 months) or such shorter period as the issuer has been	44-63	44-64

Rule	Annex 7 of the Commission Delegated Regulation (EU) 2019/980, as amended	2022 Annual Financial Report (page number)	2021 Annual Financial Report (page number)
	in operation and the audit report in respect of each year.		
11.1.2	Change of accounting reference date.	N/A	N/A
11.1.3	Accounting standards.	47	47
11.1.4	Where the audited financial information is prepared according to national accounting standards, the financial information must include at least the following:		
	(a) the balance sheet;	44-45	44-45
	(b) the income statement;	46	46
	(c) the accounting policies and explanatory notes.	47-57	47-58
11.1.5	Consolidated financial statements If the issuer prepares both stand-alone and consolidated financial statements, include at least the consolidated financial statements in the registration document.	N/A	N/A
11.1.6	Age of financial information The balance sheet date of the last year of audited financial information may not be older than 18 months from the date of the registration document	44-45	44-45
11.2	**Auditing of historical financial information**		
11.2.1	A statement that the historical annual financial information has been independently audited.	59-63	60-64
11.2.1a	Where audit reports on the historical financial information have been refused by the statutory auditors or where they contain qualifications, modifications of opinion, disclaimers or an emphasis of matter, the reason must be given, and such qualifications, modifications, disclaimers or emphasis of matter must be reproduced in full.	N/A	N/A
11.2.2	Indication of other information in the registration document which has been audited by the auditors.	N/A	N/A
11.2.3	Where financial information in the registration document is not extracted from the issuer's audited financial statements state the source of the data and state that the data is not audited.	N/A	N/A

The 2022 Conditions are incorporated by reference in this Base Prospectus for the purpose only of further issues of Notes to be assimilated (*assimilées*) and form a single series with notes already issued under the 2022 Base Prospectus. Non-incorporated parts of the 2022 Base Prospectus are not relevant for investors.

EMTN previous conditions	
2022 Conditions	Pages 28 to 57 of the 2022 Base Prospectus

SUPPLEMENT TO THE BASE PROSPECTUS

If at any time the Issuer shall be required to prepare a supplement to this Base Prospectus pursuant to Article 23 of the EU Prospectus Regulation and Article 18 of Commission Delegated Regulation (EU) 2019/979, as amended, the Issuer will prepare and make available an appropriate amendment or supplement to this Base Prospectus or a further Base Prospectus which, in respect of any subsequent issue of Notes to be admitted to trading on Euronext Paris or on a Regulated Market shall constitute a supplement to the Base Prospectus as required by Article 23 of the EU Prospectus Regulation and Article 18 of Commission Delegated Regulation (EU) 2019/979, as amended, and shall supply the Arranger with such number of copies of such supplement hereto as the Arranger may reasonably request.

The Issuer has given an undertaking to the Arranger that if at any time during the duration of the Programme there is a significant new factor, material mistake or material inaccuracy relating to information contained in this Base Prospectus which may affect the assessment of any Notes and whose inclusion in or removal from this Base Prospectus is necessary, for the purpose of allowing an investor for making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer, the rights attaching to the Notes, the Issuer shall prepare an amendment or supplement to this Base Prospectus or publish a replacement Base Prospectus for use in connection with any subsequent admission to trading on a regulated market, and shall supply the Arranger with such number of copies of such supplement hereto as the Arranger may reasonably request.

This Base Prospectus is valid until 15 May 2024. The obligation to supplement the Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when the Base Prospectus is no longer valid.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of the relevant Final Terms (as defined below), shall be applicable to the Notes.

In the case of Dematerialised Notes, the text of the terms and conditions will not be endorsed on physical documents of title but will be constituted by the following text as completed by the relevant Final Terms. In the case of Materialised Notes, either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms or (ii) these terms and conditions as so completed (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on Definitive Materialised Notes. All capitalised terms that are not defined in these Conditions (as defined below) will have the meanings given to them in the relevant Final Terms. References in the Conditions to "Notes" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

The Notes are issued by SAGESS (the "**Issuer**") in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest, issue price and nominal amount of the Tranche), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche (which, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the Final Terms of such Tranche (the "**Final Terms**").

An agency agreement dated 15 May 2023 (the "**Agency Agreement**") has been agreed between the Issuer and Uptevia as fiscal agent, paying agent and calculation agent for the purpose of these Conditions (except Condition 5(g)) (the "**Fiscal Agent**", "**Paying Agent**" and the "**Calculation Agent**") and a make-whole calculation agency agreement (the "**Make-whole Calculation Agency Agreement**") dated 15 May 2023 has been agreed between the Issuer and Aether Financial Services as make-whole calculation agent for the purpose of Condition 5(g) only (the "**Make-whole Calculation Agent**") (which expressions shall, where the context so admits, include any successor for the time being as fiscal agent, paying agent, calculation agent or make-whole calculation agent, as the case may be).

For the purpose of these Conditions, "**Regulated Market**" means any regulated market situated in a Member State of the European Economic Area ("**EEA**") as defined in the Directive 2014/65/EU on markets in financial instruments, as amended.

References below to "**Conditions**" are, unless the context requires otherwise, to the numbered paragraphs below.

In these Conditions, unless otherwise specified or the context otherwise requires, references below to "**day**" or "**days**" mean a calendar day.

1. Form, Denomination and Title

(a) **Form:** Notes may be issued either in dematerialised form ("**Dematerialised Notes**") or in materialised form ("**Materialised Notes**"), as specified in the relevant Final Terms.

(i) Title to Dematerialised Notes will be evidenced in accordance with Articles L. 211-3 *et seq.* and R. 211-1 *et seq.* of the French *Code monétaire et financier* (the "**Code**") by book entries (*inscriptions en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R. 211-7 of the Code) will be issued in respect of the Dematerialised Notes.

Dematerialised Notes are issued, at the option of the Issuer, in either bearer dematerialised form (*au porteur*), which will be inscribed in the books of Euroclear France ("**Euroclear France**", acting as central depository) which shall credit the accounts of Account Holders (as defined below), or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder in either administered registered form (*au nominatif administré*) inscribed in the books of an Account Holder or in fully registered form (*au nominatif pur*) inscribed in an account in the books of Euroclear France maintained by the Issuer or the registration agent (designated in the relevant Final Terms) acting on behalf of the Issuer (the "**Registration Agent**").

Unless this option is expressly excluded in the relevant Final Terms in accordance with the provisions of Article L. 228-2 of the French *Code de commerce*, the Issuer may at any time request from the central depositary the following identification information of the holders of Dematerialised Notes in bearer form (*au porteur*): the name or the company name, nationality, date of birth or year of incorporation and mail address or, as the case may be, e-mail address as well as the quantity of Notes held by each of them and any restrictions applicable to the Notes.

For the purpose of these Conditions, "**Account Holder**" means any authorised financial intermediary institution entitled, either directly or indirectly, to hold accounts on behalf of its customers with Euroclear France, and includes Euroclear Bank SA/NV, as operator of the Euroclear System ("**Euroclear**") and the depositary bank for Clearstream Banking, S.A. ("**Clearstream**").

(ii) Materialised Notes are issued in bearer form only. Materialised Notes are serially numbered and are issued with coupons (the "**Coupons**") (and, where appropriate, a talon (the "**Talon**")) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable.

In these Conditions, if Talons are specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons. If Talons are not specified in the relevant Final Terms as being attached to the Notes at the time of issue, references to Talons are not applicable. For the avoidance of doubt, references to Coupons, Couponholders, Talons and holders of Talons are not applicable to Dematerialised Notes.

In accordance with Articles L. 211-3 *et seq.* and R. 211-1 *et seq.* of the Code, securities (such as Notes) which are governed by French law and are in materialised form must be issued outside the French territory.

(b) **Denomination:** Notes shall be issued in the specified denomination set out in the relevant Final Terms (the "**Specified Denomination**") save that the minimum denomination of each Note admitted to trading on a Regulated Market in circumstances which require the publication of a prospectus under the EU Prospectus Regulation will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such other currency at the issue date or such other higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency (as defined below)).

Unless permitted by the then current laws and regulations, Notes (including Notes denominated in Sterling) which have a maturity of less than one (1) year and in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of section 19 of the Financial Services and Markets Act 2000 must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).

Dematerialised Notes shall be issued in one Specified Denomination only.

(c) **Title:**

(i) Title to Dematerialised Notes in bearer dematerialised form (*au porteur*) and in administered registered form (*au nominatif administré*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of Account Holders. Title to Dematerialised Notes in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of the Issuer or the Registration Agent.

(ii) Title to Materialised Notes in definitive form having, where appropriate, Coupons and/or a Talon attached thereto on issue ("**Definitive Materialised Notes**"), shall pass by delivery.

(iii) Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the holder.

(iv) In these Conditions, "**Noteholder**", "**holder of Notes**" or, as the case may be, "**holder of any Note**" means (i) in the case of Dematerialised Notes, the person whose name appears in the account of the relevant Account Holder or the Issuer or the Registration Agent (as the case may be) as being entitled to such Notes and (ii) in the case of Materialised Notes, the bearer of any Definitive Materialised Note and the Coupons, or Talon relating to it, and capitalised terms have the meanings given to them in the relevant Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.

2. Conversion and Exchanges of Notes

(a) Dematerialised Notes

(i) Dematerialised Notes issued in bearer dematerialised form (*au porteur*) may not be converted into Dematerialised Notes in registered dematerialised form, whether in fully registered form (*au nominatif pur*) or in administered registered form (*au nominatif administré*).

(ii) Dematerialised Notes issued in registered dematerialised form (*au nominatif*) may not be converted into Dematerialised Notes in bearer dematerialised form (*au porteur*).

(iii) Dematerialised Notes issued in fully registered form (*au nominatif pur*) may, at the option of the Noteholder, be converted into Notes in administered registered form (*au nominatif administré*), and *vice versa*. The exercise of any such option by such Noteholder shall be made in accordance with Article R. 211-4 of the Code. Any such conversion shall be effected at the cost of such Noteholder.

(b) Materialised Notes

Materialised Notes of one Specified Denomination may not be exchanged for Materialised Notes of another Specified Denomination.

3. Status and Negative Pledge

(a) Status of the Notes

The Notes will constitute direct, general, unconditional and unsubordinated obligations of the Issuer ranking *pari passu* and without any preference among themselves and (subject to legal public order exceptions) equally and rateably with all other present or future unsecured and unsubordinated liabilities of the Issuer.

(b) Negative Pledge

So long as any of the Notes or, if applicable, any Receipts or Coupons relating to them, remain outstanding (as defined below), the Issuer undertakes not to grant or permit to subsist any pledge, mortgage, lien, guarantee or other form of security interest upon any of its properties, assets, revenues or rights, present or future, and not to grant or permit to subsist any guarantee, personal guarantee or any other form of security interest in favour of holders of securities, notes, bonds or indebtedness for borrowed money, of whatever nature, which are for the time being, or are capable of being, quoted or ordinarily dealt in on any regulated stock exchange, over-the-counter market or other market, unless the Notes are equally and rateably secured therewith.

For the purpose of these Conditions:

"**outstanding**" means, in relation to the Notes of any Series, all the Notes issued other than (a) those that have been redeemed in accordance with these Conditions, (b) those in respect of which the date for redemption in accordance with these Conditions has occurred and the redemption moneys (including all interest accrued on such Notes to the date for such redemption and any interest payable after such date) have been duly paid (i) in the case of Dematerialised Notes in bearer form (*au porteur*) and in administered registered form (*au nominatif administré*), to the relevant Account Holders on behalf of the Noteholder as provided in Condition 6(a), (ii) in the case of Dematerialised Notes in fully registered form (*au nominatif pur*), to the account of the Noteholder as provided in Condition 6(a) and (iii) in the case of Materialised Notes, to the Fiscal

Agent and remain available for payment against presentation and surrender of Materialised Notes, Receipts and/or Coupons, as the case may be, (c) those which have become void or in respect of which claims have become prescribed, (d) those which have been purchased and cancelled as provided in these Conditions, (e) in the case of Materialised Notes (i) those mutilated or defaced Materialised Notes that have been surrendered in exchange for replacement Materialised Notes, (ii) (for the purpose only of determining how many such Materialised Notes are outstanding and without prejudice to their status for any other purpose) those Materialised Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Materialised Notes have been issued and (iii) any Temporary Global Certificate to the extent that it shall have been exchanged for one or more Definitive Materialised Notes, pursuant to its provisions.

4. Interest and other Calculations

(a) **Interest on Fixed Rate Notes**: Each Fixed Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate *per annum* (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4(g).

(b) **Interest on Floating Rate Notes:**

(i) *Interest Payment Dates*: Each Floating Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate *per annum* (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4(g). Such Interest Payment Date(s) is/are either shown in the relevant Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the relevant Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period shown in the relevant Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) *Business Day Convention*: If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) *Rate of Interest for Floating Rate Notes*: The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms and the provisions below relating to either FBF Determination, Screen Rate Determination or Linear Interpolation shall apply, depending upon which is specified in the relevant Final Terms.

(A) FBF Determination for Floating Rate Notes

Where FBF Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant FBF Rate plus or minus (as indicated in the relevant Final Terms) the Margin (if any). For the purposes of this sub-paragraph (A), "**FBF**

Rate" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Transaction under the terms of an agreement incorporating the FBF Definitions and under which:

(1) the Floating Rate is as specified in the relevant Final Terms, and

(2) the relevant Floating Rate Determination Date (*Date de Détermination du Taux Variable*) is the first calendar day of that Interest Accrual Period unless otherwise specified in the relevant Final terms.

For the purposes of this sub-paragraph (A), "**Floating Rate**" (*Taux Variable*), "**Calculation Agent**" (*Agent*), "**Floating Rate Determination Date**" (*Date de Détermination du Taux Variable*) and "**Transaction**" (*Transaction*) have the meanings given to those terms in the FBF Definitions, provided that Euribor means the rate calculated for deposits in euro which appears on Reuters Page EURIBOR01, as more fully described in the relevant Final Terms. "**FBF Definitions**" means the definitions set out in the 2013 FBF Master Agreement relating to transactions on forward financial instruments and the relevant FBF Technical Schedules (*Additifs Techniques*) published from time to time by the *Fédération Bancaire Française*, as amended, supplemented and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series. *Investors should consult the Issuer should they require a copy of the FBF Definitions.*

(B) Screen Rate Determination for Floating Rate Notes

(1) Where "Screen Rate Determination-IBOR" is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the Floating Rate Notes is specified as being EURIBOR, the Rate of Interest for each Interest Accrual Period will, subject as provided below or (if applicable) in Condition 4(b)(iii)(B)(5), be either:

(a) the offered quotation; or

(b) the arithmetic mean of the offered quotations,

(expressed as a percentage rate *per annum*) for the Reference Rate(s) which appears or appear, as the case may be, on the Relevant Screen Page as at either 11.00 a.m. (Brussels time in the case of EURIBOR) on the Interest Determination Date in question plus or minus (a indicated in the relevant Final Terms) the Margin (if any) as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

(2) If the Relevant Screen Page is not available or, if sub-paragraph (1)(a) applies and no such offered quotation appears on the Relevant Screen Page, or, if sub-paragraph (1)(b) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate *per annum*), or if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for

such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent.

(3) If paragraph (2) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates *per annum* (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent and the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is EURIBOR, the Euro zone inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(4) Notwithstanding the Conditions 4(b)(iii)(B)(1) to 4(b)(iii)(B)(3), where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the Floating Rate Notes is specified as being the EUR CMS, the Rate of Interest for each Interest Accrual Period will, subject as provided below or (if applicable) to Condition 4(b)(iii)(B)(5), be the offered quotation (expressed as a percentage rate per annum) for EUR CMS relating to the relevant maturity (the relevant maturity year mid swap rate in EUR (annual 30/360)), which appears on the Relevant Screen Page, being Reuters Screen page "ICESWAP2" under the heading "EURIBOR Basis", as at 11.00 a.m. Frankfurt time, in the case of the EUR-ISDA-EURIBOR Swap Rate-11:00 on the Interest Determination Date in question plus or minus (as indicated in the relevant Final Terms) the Margin (if any), all as determined by the Calculation Agent.

In the event that the Reference Rate does not appear on the Relevant Screen Page, the Calculation Agent shall determine on the relevant Interest Determination Date the applicable rate based on quotations of at least three Reference Banks for EUR CMS relating to the relevant maturity (in each case the relevant mid-market annual swap rate commencing two TARGET Business Days following the relevant Interest Determination Date). The highest and lowest (or, in the event of equality, one of the highest and/or lowest) quotations so determined shall be disregarded by the Calculation Agent for the purpose of determining the Reference Rate which will be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such provided quotations.

If fewer than three quotations are provided to the Calculation Agent in accordance with the above paragraph, the Reference Rate will be determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercial and reasonable manner.

(5) Benchmark discontinuation

Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, if a Benchmark Event occurs in relation to an Original Reference Rate at any time when the Terms and Conditions of any Notes provide for any rate of interest (or any component part thereof) to be determined by reference to such Original Reference Rate, then the following provisions shall apply and prevail over the other fallbacks specified in Condition 4(b)(iii)(B).

(i) Independent Adviser

The Issuer shall use reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4(b)(iii)(B)(5)(ii)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 4(b)(iii)(B)(5)(iii)) and any Benchmark Amendments, if any (in accordance with Condition 4(b)(iii)(B)(5)(iv).

An Independent Adviser appointed pursuant to this Condition 4(b)(iii)(B)(5) shall act in good faith as an independent adviser with appropriate expertise and (in the absence of manifest error or fraud) shall have no liability whatsoever to the Issuer, the Fiscal Agent, the Paying Agents, the Calculation Agent or any other party responsible for determining the Rate of Interest specified in the relevant Final Terms, or the Noteholders for any determination made by it pursuant to this Condition 4(b)(iii)(B)(5).

(ii) Successor Rate or Alternative Rate

If the Independent Adviser determines in good faith that:

(I) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 4(b)(iii)(B)(5)(iii)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4(b)(iii)(B)(5); or

(II) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 4(b)(iii)(B)(5)(iii)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4(b)(iii)(B)(5)).

(iii) Adjustment Spread

If the Independent Adviser determines in good faith (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or a relevant component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

For the avoidance of doubt, the determination of any Adjustment Spread by the Independent Adviser (i) shall not affect the application, with respect to a particular Interest Period, of the Margin specified as applicable to such Interest Period in the Final Terms and (ii) shall only be made, in accordance with customary market usage in the international debt capital markets, to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders.

(iv) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 4(b)(iii)(B)(5) and the Independent Adviser determines in good faith (A) that amendments to the Terms and Conditions of the Notes (including, without limitation, amendments to the definitions of Day Count Fraction, Business Days or Relevant Screen Page) are strictly necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4(b)(iii)(B)(5)(v), without any requirement for the consent or approval of Noteholders, vary the Terms and Conditions of the Notes to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 4(b)(iii)(B)(5)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Notices, etc.

The Issuer shall, after receiving such information from the Independent Adviser, notify the Fiscal Agent, the Calculation Agent, the Paying Agents, the Representative (if any) and, in accordance with Condition 13, the Noteholders, promptly of any Successor Rate, Alternative Rate, Adjustment Spread and of the specific terms of any Benchmark Amendments, determined under this Condition 4(b)(iii)(B)(5). Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(vi) Fallbacks

If, following the occurrence of a Benchmark Event and in relation to the determination of the Rate of Interest on the immediately following Interest Determination Date, no

Independent Adviser has been appointed or no Successor Rate or Alternative Rate (as applicable) is determined pursuant to this provision, the fallback provisions relating to the Original Reference Rate specified in Condition 4(b)(iii)(B) will continue to apply to such determination, provided that such fallbacks may in certain circumstances, lead to apply the Rate of Interest determined as at the last preceding Interest Determination Date.

In such circumstances, the Issuer will be entitled (but not obliged), at any time thereafter, to elect to re-apply the provisions of this Condition 4(b)(iii)(B)(5), *mutatis mutandis*, on one or more occasions until a Successor Rate or Alternative Rate (and, if applicable, any associated Adjustment Spread and/or Benchmark Amendments) has been determined and notified in accordance with this Condition 4(b)(iii)(B)(5) (and, until such determination and notification (if any), the fallback provisions provided elsewhere in these Terms and Conditions, including, for the avoidance of doubt, the fallbacks specified in Condition 4(b)(iii)(B), will continue to apply).

(vii) Definitions

In this Condition 4(b)(iii)(B)(5):

"**Adjustment Spread**" means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines and which is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

a) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body;

b) in the case of an Alternative Rate (or in the case of a Successor Rate where (a) above does not apply), is in customary market usage in the international debt capital market for transactions which reference the Original Reference Rate, where such rate has been replaced by the Alternative Rate (or, as the case may be, the Successor Rate); or

c) if no such recommendation or option has been made (or made available), or the Independent Adviser determines there is no such spread, formula or methodology in customary market usage, the Independent Adviser, acting in good faith, determines to be appropriate.

"**Alternative Rate**" means, in the absence of Successor Rate, an alternative benchmark or screen rate which the Independent Adviser determines in accordance with this Condition 4(b)(iii)(B)(5) and which is customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a commensurate interest period (if there is such a customary market usage at such time) and in the same Specified Currency as the Notes.

"**Benchmark Event**" means, with respect to an Original Reference Rate:

a) the Original Reference Rate ceasing to exist or be published;

b) the later of (i) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (ii) the date falling six (6) months prior to the date specified in (b)(i);

c) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued;

d) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (ii) the date falling six (6) months prior to the date specified in (d)(i);

e) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six (6) months;

f) it has or will prior to the next Interest Determination Date, become unlawful for the Issuer, the party responsible for determining the Rate of Interest (being the Calculation Agent or such other party specified in the relevant Final Terms, as applicable), or any Paying Agent to calculate any payments due to be made to any Noteholder using the Original Reference Rate (including, without limitation, under the EU Benchmarks Regulation, if applicable);

g) that a decision to withdraw the authorisation or registration pursuant to Article 35 of the EU Benchmarks Regulation of any benchmark administrator previously authorised to publish such Original Reference Rate has been adopted; or

h) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, in the view of such supervisor, such Reference Rate is no longer representative of an underlying market or that its method of calculation has significantly changed.

"**EU Benchmarks Regulation**" means Regulation (EU) 2016/1011 of 8 June 2016, as amended.

"**Independent Adviser**" means an independent financial institution of international repute or an independent adviser of recognised standing with appropriate expertise, at all times acting in good faith and in a commercially reasonable manner, appointed by the Issuer at its own expense under Condition 4(b)(iii)(B)(5)(i).

"**Original Reference Rate**" means the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) on the Notes.

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (ii) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (iii) a group of the aforementioned central banks or other supervisory authorities or (iv) the Financial Stability Board or any part thereof.

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body. If, following a Benchmark Event, more than one successor or replacement rates are recommended by any Relevant Nominating Body, the Independent Adviser will determine, among those successor or replacement rates, the one which is the most appropriate, taking into consideration, without limitation, the particular features of the relevant Notes.

(C) Linear Interpolation

Where Linear Interpolation is specified in the relevant Final Terms as applicable in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination-IBOR is specified in the relevant Final Terms as applicable; which term shall include, for the purposes of this paragraph, the relevant Alternative Rate or the relevant Successor Rate, to the extent and as applicable), or the relevant Floating Rate (where FBF Determination is specified in the relevant Final Terms as applicable) one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period, provided, however, that if no rate is available for a period of time immediately inferior or, as the case may be, immediately superior than the length of the relevant Interest Period, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

"**Applicable Maturity**" means: (a) in relation to Screen Rate Determination-IBOR, the period of time designated in the Reference Rate and (b) in relation to FBF Determination, the period of time designated in the Floating Rate.

(c) **Fixed/Floating Rate Notes**: Fixed/Floating Rate Notes may bear interest at a rate (i) that the Issuer may elect to convert on the date set out in the relevant Final Terms from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate or (ii) that will automatically change from a Fixed Rate to a Floating Rate or from a Floating Rate to a Fixed Rate on the date set out in the relevant Final Terms.

(d) **Zero Coupon Notes**: Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate *per annum* (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 5(b)(i)).

(e) **Accrual of Interest**: Interest shall cease to accrue on each Note on the due date for redemption unless (i) in the case of Dematerialised Notes, on such due date or (ii) in the case of Materialised Notes, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 4 to the Relevant Date (as defined in Condition 6).

(f) **Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts, and Rounding:**

(i) If any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.

(ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified in the relevant Final Terms, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be. Unless a higher Minimum Rate of Interest is specified in the relevant Final Terms, the Minimum Rate of Interest shall be deemed equal to zero.

(iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "**unit**" means the lowest amount of such currency that is available as legal tender in the country/ies of such currency.

(g) **Calculations**: The amount of interest payable per Specified Denomination in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Specified Denomination specified in the relevant Final Terms, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Specified Denomination in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Specified Denomination in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

(h) **Determination and Publication of Rates of Interest, Interest Amounts, Early Redemption Amounts, Optional Redemption Amounts, Optional Make-Whole Redemption Amounts and Instalment Amounts:** The Calculation Agent or the Make-whole Calculation Agent shall, as soon as practicable on such date as the Calculation Agent or the Make-whole Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Early Redemption Amount, Optional Redemption Amount, Optional Make-Whole Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Early Redemption Amount, Optional Redemption Amount, Optional Make-Whole Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, the Make-whole Calculation Agent or any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules applied to such exchange so require, such exchange as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the second Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 4(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 9, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) or the Make-whole Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties. The Make-whole Calculation Agent shall act as an independent expert and not as an agent for the Issuer or the Noteholders. The Make-whole Calculation Agent (acting in such capacity) shall not have any relationship of agency or trust with, and, to the extent permitted by law, shall incur no liability against the Noteholders, the Fiscal Agent or the Paying Agent.

(i) **Definitions**: In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"**Business Day**" means:

(i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or

(ii) in the case of euro, a day on which the T2 is operating (a "**TARGET Business Day**"); and/or

(iii) in the case of a currency and/or one or more Business Centres (as specified in the relevant Final Terms), a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres;

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or an Interest Accrual Period, the "**Calculation Period**"):

(i) if "**Actual/Actual**", "**Actual/Actual - ISDA**" or "**Actual-365 (FBF)**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "**Actual/365 (Fixed)**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;

(iii) if "**Actual/Actual (FBF)**" is specified in the relevant Final Terms, the fraction whose numerator is the actual number of calendar days elapsed during the Calculation Period and whose denominator is 365 (or 366 if 29 February falls within the Interest Period). If the Interest Period is of a duration of more than one (1) year, the basis shall be calculated as follows:

(A) the number of complete years shall be counted back from the last calendar day of the Interest Period; and

(B) this number shall be increased by the fraction for the relevant period calculated as set out in the first paragraph of this definition

(iv) if "**Actual/360**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;

(v) if "**Actual/365 (Sterling)**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period is divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

(vi) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(vii) if "**30E/360**" or "**Eurobond Basis**" is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30

(viii) if "**30E/360 (FBF)**" is specified in the relevant Final Terms, in respect of each Interest Period, the fraction whose denominator is 360 and whose numerator is the number of calendar days elapsed during such period, calculated on the basis of a year comprising 12 months of 30 days, subject to the following exception:

if the last calendar day of the Interest Period is the last calendar day of the month of February, the number of calendar days elapsed during such month shall be the actual number of days,

where:

D1 (dd1, mm1, yy1) is the date of the beginning of the period

D2 (dd2, mm2, yy2) is the date of the end of the period

the fraction is:

$$\frac{1}{360} \text{ x } [(yy2 - yy1) \text{ x } 360 + (mm2 - mm1) \text{ x } 30 + \text{Min } (dd2\ ,\ 30) - \text{Min } (dd1\ ,\ 30)]$$

(ix) if "**30E/360 (ISDA)**" is specified in the relevant Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \text{ x } (Y_2 - Y_1)] + [30 \text{ x } (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30.

(x) if "**Actual/Actual-ICMA**" is specified in the relevant Final Terms,

(A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

(B) if the Calculation Period is longer than one Determination Period, the sum of:

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year.

"**Determination Period**" means the period from and including a Determination Date in any year to but excluding the next Determination Date.

"**Determination Date**" means the date specified in the relevant Final Terms or, if none is so specified, the Interest Payment Date.

"**Euro-zone**" means the region comprised of member states of the European Union that adopt or have adopted the single currency in accordance with the Treaty on European Union, as amended.

"**Interest Accrual Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

"**Interest Amount**" means:

(i) in respect of an Interest Accrual Period, the amount of interest payable per Specified Denomination for that Interest Accrual Period and which, in the case of Fixed Rate Notes, shall mean the Fixed Coupon Amount or Broken Amount specified in the relevant Final Terms as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and

(ii) in respect of any other period, the amount of interest payable per Specified Denomination for that period.

"**Interest Commencement Date**" means the Issue Date or such other date as may be specified in the relevant Final Terms.

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Final Terms or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two (2) Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro.

"**Interest Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

"**Interest Period Dat**e" means each Interest Payment Date unless otherwise specified in the relevant Final Terms.

"**Rate of Interest**" means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions in the relevant Final Terms.

"**Reference Banks**" means, in the case of a determination of EURIBOR or EUR CMS, the principal Euro-zone office of, respectively, four or five major banks in the Euro-zone inter-bank market, in each case selected by the Calculation Agent.

"**Reference Rate**" means the rate specified as such in the relevant Final Terms, which shall be either EURIBOR or EUR CMS (or any successor or replacement rate), subject as provided in Condition 4(b)(iii)(B)(5).

"**Relevant Screen Page**" means such page, section, caption, column or other part of a particular information service as may be specified in the relevant Final Terms.

"**Specified Currency**" means the currency specified as such in the relevant Final Terms.

"**T2**" means the real time gross settlement system operated by the Eurosystem or any successor system.

(j) **Calculation Agent or Make-whole Calculation Agent**: The Issuer shall procure that there shall at all times be one or more Calculation Agents or one Make-whole Calculation Agent if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. Without prejudice and subject to the provisions of Condition 4(b)(iii)(B)(5), if the Calculation Agent or the Make-whole Calculation Agent is unable or unwilling to act as such or if the Calculation Agent or the Make-whole Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Early Redemption Amount, Optional Redemption Amount or Optional Make-Whole Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent or the Make-whole Calculation Agent to act as such in its place. The Calculation Agent or the Make-whole Calculation Agent may not resign its duties without a successor having been appointed as aforesaid and notice of any such change of Calculation Agent or the Make-whole Calculation Agent shall promptly be given to the Noteholders in accordance with Condition 13 below.

5. Redemption, Purchase and Options

(a) **Redemption by Instalments and Final Redemption:**

(i) Unless previously redeemed, purchased and cancelled as provided in this Condition 5 each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified in the relevant Final Terms. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

(ii) Unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its nominal amount (the "**Final Redemption Amount**") or, in the case of a Note falling within paragraph (i) above, its final Instalment Amount which shall be equal to the nominal value of such Note remaining outstanding at such time.

(b) **Early Redemption:**

(i) *Zero Coupon Notes*:

(A) The Early Redemption Amount payable in respect of any Zero Coupon Note, upon redemption of such Note pursuant to Condition 5(c), 5(d), 5(e), 5(f) or 5(h) (all if applicable) or upon it becoming due and payable as provided in Condition 9, shall be the "Amortised Face Amount" (calculated as provided below) of such Note.

(B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate *per annum* (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown in the relevant Final Terms, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

(C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 5(c), 5(d), 5(e), 5(f) or 5(h) (all if applicable) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgement) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 4(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown in the relevant Final Terms.

(ii) *Other Notes*:

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 5(c), 5(d), 5(e), 5(f) or 5(h) (all if applicable) or upon it becoming due and payable as provided in Condition 9, shall be the Final Redemption Amount.

(c) **Redemption for Taxation Reasons:**

(i) If, by reason of a change in French law or regulation, or any change in the official application or interpretation of such law or regulation, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment due in respect of the Notes or Coupons, not be able to make such payment without having to pay additional amounts as specified in Condition 7 below, and provided that such obligation cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may on any Interest Payment Date (if the Note is a Floating Rate Note) or, at any time, (if the Note is not a Floating Rate Note), subject to having given not more than sixty (60) nor less than thirty (30) days' prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 13 redeem all, but not some only, of the outstanding Notes at their Early Redemption Amount (as described in Condition 5(b) above) together with any interest accrued to the date fixed for redemption provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal and interest without withholding or deduction for French taxes.

(ii) If the Issuer would on the occasion of the next payment in respect of the Notes or Coupons be prevented by French law or regulation from making payment to the Noteholders or Couponholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 7 below, and provided that this cannot be avoided by the Issuer taking reasonable measures available to it, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than seven (7) days' prior notice to the Noteholders in accordance with Condition 13, redeem all, but not some only, of the Notes then outstanding at their Early Redemption Amount together with any interest accrued to the date set for redemption on the latest practicable Interest Payment Date on which the Issuer could make payment of the full amount payable in respect of the Notes or Coupons without withholding or deduction for French taxes, or, if such date is past, as soon as practicable thereafter.

(d) **Redemption at the Option of the Issuer**: If "Call Option" is specified as being applicable in the relevant Final Terms, the Issuer may, on giving not less than fifteen (15) nor more than thirty (30) days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem, all or, if so provided, some, of the outstanding Notes on any Optional Redemption Date specified in the relevant Final Terms. Any such redemption of Notes shall be at the Optional Redemption Amount specified in the relevant Final Terms (which may be the Early Redemption Amount (as described in Condition 5(b) above)) together with interest accrued up to (but excluding) the date fixed for redemption. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount specified in the relevant Final Terms and no greater than the Maximum Redemption Amount specified in the relevant Final Terms.

(e) **Residual Maturity Call Option by the Issuer:** If "Residual Maturity Call Option" is specified as being applicable in the relevant Final Terms, the Issuer may, at its option, from and including the Initial Residual Maturity Call Option Date (as defined in the relevant Final Terms), to but excluding the Maturity Date, subject to having given not more than thirty (30) nor less than fifteen (15) days prior notice to the Noteholders and the Fiscal Agent in accordance with Condition 13 (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all, but not some only of the outstanding Notes at par together with interest accrued up to (but excluding) the date fixed for redemption.

(f) **Squeeze-out Call Option:** If "Squeeze-out Call Option" is specified as being applicable in the relevant Final Terms, the Issuer may, at any time, on giving not less than fifteen (15) nor more than thirty (30) days' irrevocable notice to the Noteholders (or such other period as may be specified in the relevant Final Terms), redeem all but not some only of the Notes for the time being outstanding, if, immediately prior to the date that such notice is given, Notes representing an aggregate amount equal to or exceeding the Minimum Percentage (as specified in the relevant Final Terms, being a percentage of the aggregate nominal amount of such Series (including, for the avoidance of doubt any Notes which have been consolidated and form a single Series therewith)) shall have been redeemed or purchased (and subsequently cancelled) by the Issuer other than by way of a redemption at the option of the Issuer in accordance with Condition 5(g). Any such redemption shall be at the Early Redemption Amount together with interest accrued up to (but excluding) the date fixed for redemption. All Notes in respect of which any such notice is given shall be redeemed, on the date specified in such notice in accordance with this Condition.

(g) **Optional Make-Whole Redemption by the Issuer**: If "Optional Make-Whole Redemption by the Issuer" is specified as being applicable in the relevant Final Terms, the Issuer will, subject to compliance by the Issuer with all relevant laws, regulations and directives and having given not less than fifteen (15) nor more than thirty (30) days' irrevocable notice in accordance with Condition 13 to the Noteholders and to the Fiscal Agent (which notice shall be irrevocable and shall specify the date fixed for redemption), have the option to redeem the Notes, in whole or in part, at any time prior to the Relevant Redemption Date (the "**Optional Make-Whole Redemption Date**") at the Optional Make-Whole Redemption Amount (as described below) together with any accrued and unpaid interest up to (but excluding) the date fixed for redemption.

The "**Optional Make-Whole Redemption Amount**" will be calculated by the Make-whole Calculation Agent and will be an amount in the relevant currency rounded to the nearest cent (half a cent being rounded upwards) being the greater of (x) the Final Redemption Amount of the Notes so redeemed and (y) the sum of the then present values on the Optional Make-Whole Redemption Date of the remaining scheduled payments of principal and interest on such Notes for the remaining term of such Notes (determined on the basis of the interest rate applicable to such Note from the Interest Payment Date immediately preceding the Optional Make-Whole Redemption Date to, but excluding, the Optional Make-Whole Redemption Date), not including any interest accrued on the Notes to, but excluding, the relevant Optional Make Whole Redemption Date, discounted from the Relevant Redemption Date to the Optional Make-Whole Redemption Date (with principal repayment considered to occur on the Relevant Redemption Date) on an annual basis using the Day Count Fraction (as defined in Condition 4(i) and as further specified in the relevant Final Terms) at the Early Redemption Rate plus an Early Redemption Margin.

"**Early Redemption Margin**" has the meaning given to it in the relevant Final Terms.

"**Early Redemption Rate**" means the average of the four quotations given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Benchmark Security (as specified in the relevant Final Terms) on the fourth Business Day preceding the Optional Make-Whole Redemption Date at 11.00 a.m. (Central European time (CET)). If the Reference Benchmark Security is no longer outstanding, a Similar Security will be chosen by the Make-whole Calculation Agent after prior consultation with the Issuer if practicable under the circumstances, at 11.00 a.m. (Central European time (CET)) on the fourth Business Day preceding the Optional Make-Whole Redemption Date, quoted in writing by the Make-whole Calculation Agent to the Issuer and notified to the Noteholders in accordance with Condition 13.

"**Make-whole Calculation Agent**" means the international credit institution or financial services institution or any other competent entity of recognised standing with appropriate expertise appointed by the Issuer in relation to a Series of Notes, as specified as such in the relevant Final Terms.

"**Reference Benchmark Security**" has the meaning given to it in the relevant Final Terms.

"**Reference Dealers**" means each of the four banks (that may include the Dealers) selected by the Make-whole Calculation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues or as specified in the relevant Final Terms.

"**Relevant Redemption Date**" means either (i) the Maturity Date or (ii) the Initial Residual Maturity Call Option Date, if a Residual Maturity Call Option is specified as applicable in the relevant Final Terms.

All Notes in respect of which any such notice is given shall be redeemed, or the Issuer's option shall be exercised, on the date specified in such notice in accordance with this Condition.

"**Similar Security**" means a reference bond or reference Notes issued by the issuer of the Reference Benchmark Security having an actual or interpolated maturity comparable with the remaining term of the Notes that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Make-whole Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties. The Make-whole Calculation Agent shall act as an independent expert and not as an agent for the Issuer or the Noteholders. The Make-whole Calculation Agent (acting in such capacity) shall not have any relationship of agency or trust with, and, to the extent permitted by law, shall incur no liability against the Noteholders, the Fiscal Agent or the Paying Agent.

(h) **Redemption at the Option of Noteholders**: If "Put Option" is specified as being applicable in the relevant Final Terms, the Issuer shall, at the option of any Noteholder, upon such Noteholder giving not less than fifteen (15) nor more than thirty (30) days' notice to the Issuer (or such other notice period as may be specified in the relevant Final Terms) redeem the Note(s) of such Noteholder on the Optional Redemption Date (as defined in the relevant Final Terms) selected by such Noteholder in the relevant Exercise Notice (as defined below) at the Optional Redemption Amount specified in the relevant Final Terms (which may be the Early Redemption Amount (as described in Condition 5(b) above)) together with interest accrued to such Optional Redemption Date.

To exercise such option the Noteholder must deposit with any Paying Agent at its specified office during usual business hours a duly completed option exercise notice (the "**Exercise Notice**") in the form obtained during usual business hours from any Paying Agent or the Registration Agent, as the case may be, within the notice period. Such notice shall, in the case of Materialised Notes, have attached to it such Note (together with all unmatured Coupons and unexchanged Talons). In the case of Dematerialised Notes, the Noteholder shall transfer, or cause to be transferred, the Dematerialised Notes to be redeemed to the account of the Principal Paying Agent specified in the Exercise Notice. No option so exercised and, where applicable, no Note so deposited or transferred may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(i) **Provision relating to partial redemption**: If only some of the Notes of a Series are to be redeemed or subject to the exercise of an Issuer's option, on such date (i) in the case of Materialised Notes, the number of Materialised Notes to be redeemed shall be drawn by the Fiscal Agent in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and Regulated Market requirements and, where applicable, the Issuer shall be entitled to send representatives to attend such drawing and (ii) in the case of Dematerialised Notes, such partial redemption shall be made by application of a pool factor (corresponding to a reduction of the nominal amount of all such Dematerialised Notes in a Series in proportion to the aggregate nominal amount redeemed).

(j) **Purchases**: The Issuer and any of its Subsidiaries may at any time purchase Notes (provided that, in the case of Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price, subject to the applicable laws and/or regulations. All Notes so purchased by the Issuer may be held and resold in accordance with applicable laws and regulations for the purpose of enhancing the liquidity of the Notes.

(k) **Cancellation**: All Notes purchased by or on behalf of the Issuer may, at its sole option, be held or cancelled in accordance with applicable laws and regulations. Notes will be cancelled, in the case of Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised Notes, by surrendering the Temporary Global Certificate and the Definitive Materialised Notes in question together with all unmatured Coupons and all unexchanged Talons to the Fiscal Agent and, in each case, if so transferred or surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with, in the case of Dematerialised Notes, all rights relating to payment of interest and other amounts relating to such Dematerialised Notes and, in the case of Materialised Notes, all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so cancelled or, where applicable, transferred or surrendered for cancellation may not be re-issued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged. To the extent that the Notes are admitted to trading on Euronext Paris, the Issuer will inform Euronext about such cancellation.

6. Payments and Talons

(a) **Dematerialised Notes**: Payments of principal and interest in respect of Dematerialised Notes shall, in the case of Dematerialised Notes in bearer dematerialised form or administered registered form, be made by transfer to the account denominated in the relevant currency of the relevant Account Holders for the benefit of the Noteholders and, in the case of Dematerialised Notes in fully registered form, to an account denominated in the relevant currency with a Bank designated by the Noteholders. All payments validly made to such Account Holders will be an effective discharge of the Issuer in respect of such payments.

(b) **Materialised Notes**: Payments of principal and interest in respect of Materialised Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 6(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 6(f)(vi)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the T2.

(c) **Payments in the United States**: Notwithstanding the foregoing, if any Materialised Notes are denominated in U.S. Dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) **Payments Subject to Fiscal Laws**: All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in any jurisdiction (whether by operation of law or agreement of the Issuer or its Agents) and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to the provisions of Condition 7. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) **Appointment of Agents**: The Fiscal Agent, the Paying Agents, the Calculation Agent and the Make-whole Calculation Agent initially appointed by the Issuer and their respective specified offices are listed at the end of this Base Prospectus. The Fiscal Agent, the Paying Agents, the Registration Agent, the Calculation Agent and the Make-whole Calculation Agent act solely as agents of the Issuer and, in each such case, do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Registration Agent, the Calculation Agent(s) or the Make-whole Calculation Agent and to appoint additional or other Paying Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) and a Make-whole Calculation Agent where the Conditions so require, (iii) Paying Agents having specified offices in at least two major European cities (including Paris so long as the Notes are admitted to trading on Euronext Paris and in such other city so long as the Notes are admitted to trading on any other Regulated Market), (iv) in the case of Dematerialised Notes in fully registered form, a Registration Agent and (v) such other agents as may be required by any other Stock Exchange on which the Notes may be listed.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Materialised Notes denominated in U.S. Dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 13 below.

(f) **Unmatured Coupons and Receipts and unexchanged Talons:**

(i) Unless the relevant Final Terms specify that the Materialised Notes provide that the relevant Coupons are to become void upon the due date for redemption of those Notes, Materialised Notes should be surrendered for payment together with all unmatured Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Optional Make-Whole Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 9 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).

(ii) If the relevant Final Terms specify that the Materialised Notes so provide, upon the due date for redemption of any such Materialised Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Materialised Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Where any Materialised Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons, and where any Materialised Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(v) If the due date for redemption of any Materialised Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Definitive Materialised Note. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Definitive Materialised Note.

(vi) The provisions of paragraph (i) of this Condition 6(f) notwithstanding, if any Note should be issued with a maturity date and Interest Rate or Rates such that, on the presentation for payment of any such Notes without all unmatured Coupons attached thereto or surrendered therewith, the amount required by such paragraph (i) to be deducted in respect of such missing unmatured Coupons would be greater than the Redemption Amount otherwise due for payment, then, upon the due date for redemption of any such Note, such missing unmatured Coupons shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of such paragraph (i) in respect of such Coupons as have not so become void, the amount required by such paragraph (i) to be deducted would not be greater than the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or the Optional Make-Whole Redemption Amount, as the case may be, otherwise due for payment (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupons that the sum of principal so paid bears to the total principal due). Where the application of the foregoing sentence requires some but not all of such missing unmatured Coupons relating to a Note to become void, the relevant Paying Agent shall determine which missing unmatured Coupons (or proportion thereof) are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

(g) **Talons**: On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Materialised Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 8).

(h) **Non-Business Days**: If any date for payment in respect of any Note or Coupon is not a business day, the Noteholder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "**business day**" means a day (other than a Saturday or a Sunday) (A) (i) in the case of Dematerialised Notes, on which Euroclear France is open for business or (ii) in the case of Materialised Notes, on which banks and foreign exchange markets are open for business in the relevant place of presentation, (B) on which banks and foreign exchange markets are open for business in such jurisdictions as shall be specified as "**Financial Centres**" in the relevant Final Terms and (C) (i) (in the case of a payment in a currency other than Euro), where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or (ii) (in the case of a payment in Euro), which is a TARGET Business Day.

7. Taxation

(a) **Withholding Tax:** All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes and Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

(b) **Additional Amounts**: If pursuant to French laws or regulations, payments of principal, interest or other revenues in respect of any Note or Coupon become subject to deduction or withholding in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature, the Issuer shall, to the fullest extent then permitted by law, pay such additional amounts as may be necessary in order that the holder of each Note or Coupon, after such deduction or withholding, will receive the full amount then due and payable thereon in the absence of such deduction or withholding; provided, however, that the Issuer shall not be liable to pay any such additional amounts in respect of any Note or Coupon:

(i) **Other Connection:** to, or to a third party on behalf of, a Noteholder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some connection with France other than the mere holding of such Note or Coupon; or

(ii) **Presentation more than 30 days after the Relevant Date**: in the case of Materialised Notes presented for payment more than thirty (30) days after the Relevant Date, except to the extent that the Noteholder or the Couponholder, as the case may be, would have been entitled to such additional amounts on presenting it for payment on or before such thirtieth (30th) calendar day of such time period.

As used in these Conditions, "**Relevant Date**" in respect of any Note or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or in the case of Materialised Notes (if earlier) the date seven (7) days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation

References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Optional Make-Whole Redemption Amount, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 5 or any amendment or supplement to it, (ii) "**interest**" and/or "**other revenues**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it and (iii) "**principal**" and/or "**interest**" and/or "**other revenues**" shall be deemed to include any additional amounts that may be payable under this Condition.

FATCA Withholding: The Issuer shall be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with those provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA withholding**") as a result of the Noteholder, beneficial owner or an intermediary (that is not an agent of the Issuer) not being entitled to receive payments free of FATCA withholding. The Issuer shall not be liable for, or otherwise obliged to pay, any FATCA withholding deducted or withheld by the Issuer, any paying agent or any other party.

8. Prescription

Claims against the Issuer for payment in respect of the Notes and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within ten (10) years (in the case of principal) or five (5) years (in the case of interest) from the appropriate Relevant Date in respect of them.

9. Events of Default

If any of the following events (each, an "**Event of Default**") should occur, the Representative (as defined below), may, upon written notice to the Issuer given before the relevant default has been cured, cause the Notes to become due and payable at par, together with any interest accrued until the date of the reimbursement calculated in accordance with Condition 4, as of the date on which said notice is received by the Issuer:

(a) in the event of default in any payment of principal of, or interest on, any Note (including the payment of any additional amounts in accordance with Condition 7), when and as the same shall become due and payable, if such default shall not have been cured within fifteen (15) days thereafter; or

(b) in the event of default by the Issuer in the due performance of any other provision of these Conditions, if such default shall not have been cured within thirty (30) days after receipt by the Issuer of the written notice of such default; or

(c) (i) in the event of a default of payment of any amount payable in respect of any other indebtedness for borrowed monies (a "**Financial Debt**") of the Issuer at its due date or, as the case may be, after the expiry of any applicable grace period, or (ii) in case of enforcement of any security in respect of any such Financial Debt of the Issuer or (iii) in the event the Issuer is in default for the payment of any amount payable in respect of any guarantee granted by the Issuer in relation to a Financial Debt of another person, provided that no Event of Default will occur if the aggregate amount of the Financial Debt in respect of which one or more of the events described in (i), (ii) and (iii) have occurred is less than Euro 50,000,000 (or its equivalent in other currencies); or

(d) in the event the Issuer ceases to carry on all or substantially all of its business or operations or sells, transfers or otherwise disposes of, directly or indirectly, the whole or substantially all of its assets, or in the event the Issuer enters into, or commences any proceedings in furtherance of forced or voluntary dissolution or liquidation, except in the case of a disposal, merger or other reorganisation in which all of or substantially all of the Issuer's assets are transferred to a legal entity which simultaneously assumes all of the Issuer's debt and liabilities (including the Notes), and whose main purpose is the continuation of, and which effectively continues, the Issuer's activities pursuant to applicable regulations, and that the Issuer has provided the Fiscal Agent at least thirty (30) days before the effective date of such transfer, with a certificate from S&P or any other rating agency specifying that the rating of the outstanding long-term debt of the Issuer shall be maintained after the operation; or

(e) to the extent permitted by applicable laws, in the event the Issuer applies for or is subject to a safeguard procedure *(procédure de sauvegarde*), a judicial liquidation (*liquidation judiciaire*) or a voluntary liquidation has been filed with respect to it, or a judgement is rendered for a transfer of the whole of the business (*cession totale de l'entreprise*) or makes any conveyance for the benefit of, or enters into any agreement with, its creditors or cannot meet its current liabilities out of its current assets.

10. Representation of Noteholders

The Noteholders will, in respect of all Tranches of the relevant Series, be grouped automatically for the defence of their common interests in a masse (the "**Masse**") which will be governed by the provisions of articles L. 228-46 *et seq.* of the French *Code de commerce* as amended by this Condition 10.

The Masse alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which may accrue with respect to the Notes, without prejudice to the rights that Noteholders may exercise individually in accordance with, and subject to, the provisions of the terms and conditions of the Notes.

(a) **Legal Personality of the Masse**

The Masse will be a separate legal entity and will act in part through a representative (the "**Representative**") and in part through collective decisions of the Noteholders (the "**Collective Decisions**").

(b) **Representative**

The names and addresses of the Representative and its alternate (if any), will be set out in the relevant Final Terms. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single Masse of all subsequent Tranches in such Series.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the relevant Final Terms. No additional remuneration is payable in relation to any subsequent Tranche of any given Series.

In the event of death, liquidation, retirement, resignation or revocation of appointment of the Representative, such Representative will be replaced by its alternate, if any. Another Representative may be appointed. Collective Decisions in relation to the appointment or replacement of the Representative shall be published in accordance with Condition 10(k).

All interested parties will at all times have the right to obtain the names and addresses of the Representative and the alternate Representative (if any) at the head office of the Issuer.

(c) **Powers of Representative**

The Representative shall (in the absence of any Collective Decision to the contrary) have the power to take all acts of management necessary in order to defend the common interests of the Noteholders, with the capacity to delegate its powers.

All legal proceedings against the Noteholders or initiated by them, must be brought by or against the Representative.

(d) **Collective Decisions**

Collective Decisions are adopted either (i) in a general meeting (the "**General Meetings**"), or (ii) by unanimous consent of the Noteholders following a written consultation (the "**Written Unanimous Decisions**"), or (iii) by the consent of one or more Noteholders holding together at least 75 per cent. of the principal amount of the Notes outstanding, following a written consultation (the "**Written Majority Decisions**", and together with the Written Unanimous Decisions, the "**Written Decisions**").

In accordance with Article R. 228-71 of the French *Code de commerce*, the rights of each Noteholder to participate in Collective Decisions will be evidenced by the entries in the books of the relevant Account Holder or the Issuer or the Registration Agent (as the case may be) of the name of such Noteholder as of 0:00 Paris time, on the second (2^{nd}) business day in Paris preceding the date set for the Collective Decision.

Collective Decisions must be published in accordance with Condition 10(k).

The Issuer shall hold a register of the Collective Decisions and shall make it available, upon request, to any subsequent holder of any of the Notes of such Series.

(e) **General Meetings**

A General Meeting may be called at any time, either by the Issuer or by the Representative. One or more Noteholders, holding together at least one-thirtieth (1/30) of the principal amount of Notes outstanding, may address to the Issuer and the Representative a demand for a General Meeting to be called. If such General Meeting has not been called within two (2) months after such demand, the Noteholders may commission one of them to petition the competent court to appoint an agent (*mandataire*) who will call the General Meeting.

General Meetings may deliberate validly on first convocation only if the Noteholders present or represented hold at least one-fifth (1/5) of the principal amount of the Notes then outstanding. On second convocation, no quorum shall be required. The decisions of the General Meeting shall be taken by a simple majority of votes held by the Noteholders attending such General Meeting or represented thereat.

Notice of the date, time, place and agenda of any General Meeting will be published in accordance with Condition 10(k) not less than fifteen (15) days prior to the date of the General Meeting on first convocation and not less than five (5) days prior to the date of the General Meeting on second convocation.

Each Noteholder has the right to participate in a General Meeting in person, by proxy or by correspondence.

Each Noteholder or representative thereof will have the right to consult or make a copy of the text of the resolutions which will be proposed and of the reports, if any, which will be presented at the General Meeting, all of which will be available for inspection by the relevant Noteholders at the registered office of the Issuer and at any other place specified in the notice of the General Meeting, during the fifteen (15) day period preceding the holding of the General Meeting on first convocation, or during the five (5) day period preceding the holding of the General Meeting on second convocation.

The General Meeting is chaired by the Representative. In the event of the absence of a representative at the start of a General Meeting and if no Noteholder is present or represented at the General Meeting, the Issuer may, notwithstanding the provisions of Article L. 228-64 of the French *Code de commerce*, designate a provisional chairman until a new Representative has been appointed.

(f) **Written Decisions**

At the initiative of the Issuer, Collective Decisions may also be taken by Written Unanimous Decisions or Written Majority Decisions.

(i) Written Unanimous Decision

Written Unanimous Decisions shall be signed by or on behalf of all the Noteholders. Approval of a Written Unanimous Decision may also be given by way of electronic communication allowing the identification of Noteholders in accordance with Article L. 228-46-1 of the French *Code de commerce* ("**Electronic Consent**"). Any such decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting of such Noteholders. Such Written Unanimous Decision may be contained in one document, or in several documents in like form each signed by or on behalf of one or more of such Noteholders, and shall be published in accordance with Condition 10(k).

(ii) Written Majority Decision

Notices seeking the approval of a Written Majority Decision, will be published as provided under Condition 10(k) no less than fifteen (15) days prior to the date fixed for the passing of such Written Majority Decision (the "**Written Majority Decision Date**"). Notices seeking the approval of a Written Majority Decision will contain the conditions of form and time limits to be complied with by the Noteholders who wish to express their approval or rejection of such proposed Written Majority Decision. Noteholders expressing their approval or rejection before the Written Majority Decision Date will undertake not to dispose of their Notes until after the Written Majority Decision Date.

Written Majority Decisions shall be signed by one or more Noteholders holding together at least 75 per cent. of the principal amount of the Notes outstanding. Approval of a Written Majority Decision may also be given by Electronic Consent. Any Written Majority Decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting of the Noteholders. Such Written Majority Decisions may be contained in one document, or in several documents in like form each signed by or on one behalf of one or more of the Noteholders, and shall be published in accordance with Condition 10(k).

(g) **Exclusion of certain provisions of the French *Code de commerce***

Changes in the corporate form or corporate object of the Issuer will not require prior approval by the General Meeting of the Noteholders. Consequently, the provisions providing for a consultation of noteholders under Article L. 228-65 I 1° of the French *Code de commerce*, in relation to proposed changes in the corporate form or corporate object of the Issuer only, shall not apply to the Notes.

(h) **Expenses**

The Issuer shall pay all expenses relating to the operations of the Masse, including all expenses relating to the calling and holding of Collective Decisions and, more generally, all administrative expenses resolved upon by Collective Decisions, it being expressly stipulated that no expenses may be imputed against interest payable under the Notes.

(i) **Single Masse**

The holders of Notes of the same Series, and the holders of Notes of any other Series which have been assimilated with the Notes of such first mentioned Series in accordance with Condition 12 (*Further Issues*), shall, for the defence of their respective common interests, be grouped in a single Masse.

(j) **Sole Noteholder**

If and for so long as the Notes of any Series are held by a sole Noteholder and unless a Representative has been appointed in relation to such Series, such Noteholder shall exercise all powers, rights and obligations entrusted to the Masse and the Representative by the provisions of the French *Code de commerce*. The Issuer shall hold a register of the decisions taken by the sole Noteholder in this capacity and shall make it available, upon request, to any subsequent holder of any of the Notes of such Series.

(k) **Notices for the purpose of this Condition 10**

Any notice to be given to Noteholders in accordance with this Condition 10 shall be published on the website of the Issuer (*www.sagess.fr/en*) and,

(i) in the case of the holders of Notes in registered form (*au nominatif*), mailed to them at their respective addresses, in which case they shall be deemed to have been given on the fourth (4^{th}) weekday (being a day other than a Saturday or a Sunday) after the mailing; or

(ii) in the case of the holders of Notes in bearer form (*au porteur*), given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream and any other clearing system through which the Notes are for the time being cleared.

Any decision to proceed with a transaction, notwithstanding the failure to obtain Noteholders' approval, as contemplated by Article L. 228-72 of the French *Code de commerce* will be notified to Noteholders in accordance with this Condition 10(k). Any Noteholder will then have the right to request redemption of its Notes at par within thirty (30) days of the date of notification, in which case the Issuer shall redeem such Noteholder within thirty (30) days of the Noteholder's request for redemption.

If a merger or a spin-off is contemplated by the Issuer, the Issuer will have the option to submit the proposal for approval by a Collective Decision of the Masse or to offer redemption at par to Noteholders pursuant to Article L. 228-73 of the French *Code de commerce*. Such redemption offer shall be notified to Noteholders in accordance with this Condition 10(k). If the Masse does not approve the merger or spin-off proposal, any decision to proceed with the transaction will be notified to Noteholders in accordance with this Condition 10(k).

In this Condition 10, the expression "outstanding" does not include the Notes subscribed or purchased by the Issuer in accordance with applicable laws which are held by the Issuer and not cancelled.

11. Replacement of Materialised Notes, Coupons and Talons

If, in the case of any Materialised Notes, a Definitive Materialised Note, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and Regulated Market regulations, at the specified office of the Fiscal Agent or such other Paying Agent as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Definitive Materialised Note, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Definitive Materialised Notes, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Materialised Notes, Coupons or Talons must be surrendered before replacements will be issued.

12. Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes to be assimilated (*assimilées*) and form a single series with the Notes provided such Notes and the further notes carry rights identical in all respects (or in all respects save for the nominal amount thereof, the issue price and the first payment of interest specified in the relevant Final Terms) and that the terms of such further notes provide for such assimilation and references in these Conditions to "**Notes**" shall be construed accordingly.

13. Notices

(a) Subject to Condition 13(d), notices to the holders of Dematerialised Notes in registered form (*au nominatif*) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth (4^{th}) weekday (being a day other than a Saturday or a Sunday) after the mailing, or, (ii) at the option of the Issuer, they are published in a leading daily newspaper of general circulation in Europe; provided that, so long as such Notes are admitted to trading on any Regulated Market and the rules applicable to such Regulated Market so require, notices shall be valid if published in a daily newspaper with general circulation in the city/ies where the Regulated Market on which such Notes is/are admitted to trading is located which, in the case of Euronext Paris, is expected to be *Les Echos*, and as otherwise required by the applicable rules of that Regulated Market, as the case may be.

(b) Notices to the holders of Materialised Notes and Dematerialised Notes in bearer form (*au porteur*) shall be valid if published in a daily leading newspaper of general circulation in Europe and so long as such Notes are admitted to trading on any Regulated Market and the rules applicable to such Regulated Market so require, in a leading daily newspaper with general circulation in the city/ies where the Regulated Market on which such Notes is/are admitted to trading is located which, in the case of Euronext Paris is expected to be *Les Echos*, and as otherwise required by the applicable rules of that Regulated Market, as the case may be.

(c) If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe, provided that so long as such Notes are admitted to trading on any Regulated Market, notice shall be published as otherwise required by the applicable rules of that Regulated Market, as the case may be. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above. Holders of Coupons shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Materialised Notes in accordance with this Condition.

(d) Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) (*au nominatif ou au porteur*) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication as required by Conditions 13 (a), (b) and (c) above; except that so long as such Notes are listed on any Regulated Market and the rules applicable to such Regulated Market so require, notices shall also be published in a daily newspaper with general circulation in the city/ies where the Regulated Market on which such Notes are admitted to trading is/are located which, in the case of Euronext Paris is expected to be *Les Echos*, and as otherwise required by the applicable rules of that Regulated Market, as the case may be.

(e) For the avoidance of doubt, this Condition 13 shall not apply to notices to be given pursuant to Condition 10.

14. Governing Law and Jurisdiction

(a) **Governing Law**: The Notes and where applicable, the Coupons and the Talons, are governed by, and shall be construed in accordance with, French law.

(b) **Jurisdiction**: Any dispute related to the Notes, Coupons and/or Talons shall be submitted to the exclusive jurisdiction of the competent courts in Nanterre.

TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALISED NOTES

Temporary Global Certificates

A Temporary Global Certificate, without interest Coupons, will initially be issued in connection with Materialised Notes. Upon the initial deposit of such Temporary Global Certificate with a common depositary for Euroclear and Clearstream, Luxembourg (the "**Common Depositary**"), Euroclear or Clearstream, Luxembourg will credit the accounts of each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

The Common Depositary may also credit with a nominal amount of Notes the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, a nominal amount of Notes that is initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

Exchange

Each Temporary Global Certificate issued in respect of Notes will be exchangeable, free of charge to the holder, on or after its Exchange Date (as defined below):

(i) if the relevant Final Terms indicates that such Temporary Global Certificate is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see "Subscription and Sale" below), in whole, but not in part, for the Definitive Materialised Notes; and

(ii) otherwise, in whole but not in part upon certification as to non-U.S. beneficial ownership (a form of which shall be available at the specified offices of any of the Paying Agents) for Definitive Materialised Notes.

Delivery of Definitive Materialised Notes

On or after its Exchange Date, the holder of a Temporary Global Certificate may surrender such Temporary Global Certificate to or to the order of the Fiscal Agent. In exchange for any Temporary Global Certificate, the Issuer will deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Materialised Notes. In this Base Prospectus, Definitive Materialised Notes means, in relation to any Temporary Global Certificate, the Definitive Materialised Notes for which such Temporary Global Certificate may be exchanged (if appropriate, having attached to them all Coupons in respect of interest that has not already been paid on the Temporary Global Certificate and a Talon). Definitive Materialised Notes will be security printed in accordance with any applicable legal and Regulated Market requirements. Forms of such Definitive Materialised Notes shall be available at the specified offices of any of the Paying Agent(s).

Exchange Date

"**Exchange Date**" means, in relation to a Temporary Global Certificate, the calendar day falling after the expiry of forty (40) calendar days after its issue date, *provided that*, in the event any further Materialised Notes are issued prior to such day pursuant to Condition 13(a), the Exchange Date for such Temporary Global Certificate shall be postponed to the calendar day falling after the expiry of forty (40) calendar days after the issue of such further Materialised Notes.

USE OF PROCEEDS

Unless otherwise specified in the relevant Final Terms, the net proceeds of the issue of Notes will be used for the general corporate purposes of the Issuer.

DESCRIPTION OF THE ISSUER

OVERVIEW OF THE OIL PRODUCT STRATEGIC RESERVE SYSTEM AND OF SAGESS ROLE

Framework

Pursuant to the international agreements in place (International Energy Agency (the "**IEA**") and European Union (the "**EU**")) and French law, France is committed to building up and permanently maintaining reserves of strategic stocks of oil products at 29.5 % of the quantities released for consumption or refueling of aircraft in metropolitan France in the previous calendar year (15.5 million tons (MT) on 1 July 2022). The 29.5% obligation represents 108 days of consumption in metropolitan France.

The obligation to maintain the reserves of strategic stocks of oil product at a certain level primarily rests on the oil operators.

However, a dedicated pooling system has been put in place under the aegis of the French State to meet these obligations and is characterised by its stability and its efficiency. Thus, in France, the building up and the maintenance, directly or through service providers, of strategic stocks of crude oil and petroleum products are ensured by the French *Comité Professionnel des Stocks Stratégiques Pétroliers* (the "**CPSSP**", Professional Committee of Strategic Petrol Stocks) established in 1993. In order to carry out its mission, this committee may use the services of the *Société Anonyme de Gestion de Stocks de Sécurité* ("**SAGESS**") incorporated in 1988, and acting as from 1993 as a service provider of the said CPSSP under an agreement approved by the administrative authority.

The French State's administrative control is performed simultaneously through different means and is exerted on all levels of this pooling system. The French State benefits from varied, exhaustive and dedicated provisions in order to exercise its control. Statistics and reports are released and analysed on a monthly basis. The Ministers involved (Minister in charge of the Economy and Minister in charge of the Budget) have two seats on the CPSSP Board, which also comprises a State Commissioner (Director of the Directorate General for Energy and Climate) and a State Budget Auditor (Minister of Finance) with veto rights.

Three Ministers' representatives attend SAGESS Board of Directors' and shareholders' meetings, in an advisory capacity (with no voting right) but with the right to request a second vote. It should also be noted that SAGESS benefits from a special fiscal scheme (Article 1655 *quater* of the French *Code général des impôts* ("**Tax Law**")) which provides that SAGESS is exempted from income taxes. However, at the end of each financial year, SAGESS must distribute any of its potential profits which are taxed directly in its shareholders books upon distribution or, subject to the authorisations of the Ministers, booked its potential profits to reserves.

As of 1 July 2022, the above-mentioned obligation (15.5 MT) rests with the oil operators. A portion of this obligation is fulfilled by the oil operators themselves (2.3 MT), while the remainder (13.2 MT) is delegated to the CPSSP, in exchange for a fee.

The Issuer is currently included in the list of *Organismes divers d'administration centrale* (ODAC) (Miscellaneous central government agencies) by the *Institut national de la statistique et des études économiques* (INSEE) (French National Institute for Statistic and Economics Studies). This classification has a statistical purpose only with regard to public accounting.

SAGESS role

As of 1 July 2022, the CPSSP uses stocks put at its disposal by the oil operators ("**Tickets**") to cover a small portion of the delegated obligation (0.8 MT). Such situation is governed by contracts and is done in exchange for a fee. In order to cover the larger part of the delegated obligation (12.4 MT), SAGESS stocks are used, against the coverage of all SAGESS costs. To cover its costs (Tickets and SAGESS total costs), the CPSSP receives a monthly fee from the oil operators, based on the releases to consumption in metropolitan France.

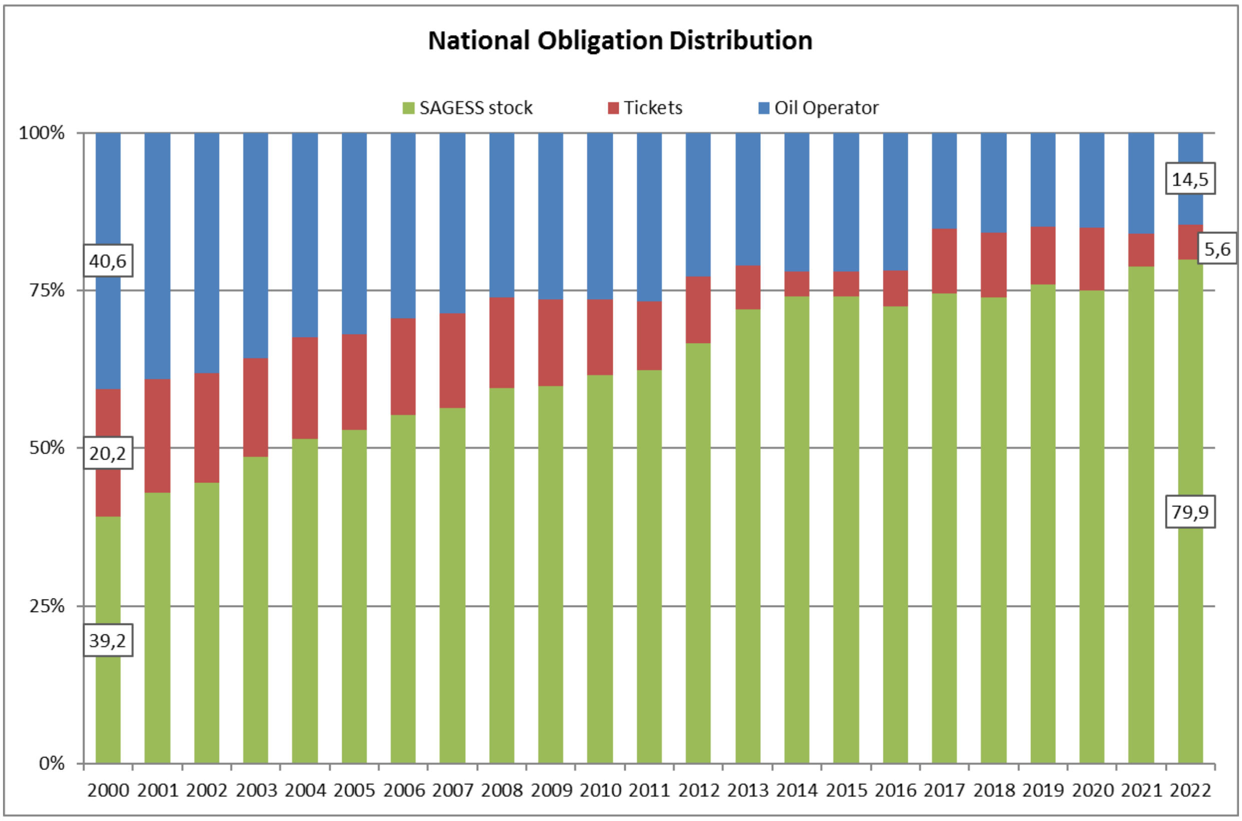
Overall, the CPSSP relies in a large part on SAGESS services, from the buildup and maintenance of the reserve stocks (which are SAGESS property). The relationship is managed through a long-term commercial agreement entered into between the CPSSP and SAGESS defining the terms and conditions under which SAGESS provides services to the CPSSP. This agreement, which is an evergreen agreement with a 5-year cancellation notice, has been regularly updated, the latest version being dated 31 January 2022 and being approved by an *arrêté* from the Minister of Energy dated 12 April 2022.

The coverage of the national reserve obligation by 1 July 2022 of 15.5 MT of finished products can be summarised as follows (it has to be noted that 1.0 MT of crude oil is held for an equivalence of 0.8 MT of finished products (*i.e.* Equivalent Finished Products, "**EQPF**")):

Operators own stocks:		2.3 MT EQPF
CPSSP	Tickets:	0.8 MT EQPF
	SAGESS:	**12.4 MT EQPF**

An increase of the national reserve obligation, greater flexibility regarding the delegation of the oil operators towards the pooling system managed by the CPSSP using the services rendered by SAGESS and a reduction of the level of Tickets following their stocks optimisation initiatives has been observed in the long term. Since 2000, the proportion of the national obligation covered by the CPSSP through the services provided by SAGESS increased from 39.2% to 79.9% in July 2022.

As a result, the coverage by SAGESS stocks of the national obligation has progressively increased, reaching on 31 July 2022 79.9% of France's obligation.



The table below, showing the doubling of the SAGESS stocks since 2000, is another illustration of how the recourse to SAGESS for the coverage of the national obligation is now significant and stabilised.

Year	2000	2005	2010	2015	2016	2017	2018	2019	2020	2021	2022
SAGESS Stocks (in MT)	7.2	10.5	11.9	13.7	13.7	13.9	13.9	13.9	13.8	13.6	13.2

SAGESS rating

The long-term debt of the Issuer has been assigned a rating of AA (negative outlook) by S&P. The short-term debt of the Issuer has been assigned a rating of A-1+ by S&P. These ratings were confirmed by S&P on 30 September 2022, with an adjustment on the outlook on 6 December 2022 following the publication of the rating of the French State.

The €1,400 million NEU CP programme (Commercial Paper) is also rated A-1+ by S&P. This rating was confirmed by S&P on 7 June 2022.

Sustainable development

In line with the communication to the SAGESS Board of Directors, SAGESS management launched a "sustainable development" initiative in 2012. This initiative responds, on the one hand, to the desire of certain investors to better understand SAGESS key Corporate Social Responsibility ("**CSR**") challenges and, on the other hand, to formalize the extra-financial performance of SAGESS in compliance with "Grenelle 2" legal requirements.

Following the launch of the CSR initiative in 2012, the SAGESS management team, supported by the Sustainable Development Committee and the Board of Directors, has continued to develop it in 2022.

The 2013/2016 diagnostic programme for damage and environmental risks at sites where SAGESS stores oil products made it possible in 2017 to map the risks at these sites. In 2019, a new programme covering the period 2019/2022 was launched. By the end of 2022 all sites where SAGESS stores oil products have been visited under the new programme and SAGESS has received almost all the associated reports.

In accordance with the CSR action plan provided to the Board of Directors and the Sustainable Development Committee, SAGESS continued to extend its scope of action to its most important partners, by registering their support for SAGESS' fundamental principles, as described in the "Sustainable Development" Charter and the Code of Business Conduct.

On a voluntary basis, SAGESS annually publishes a CSR report covering the previous tax year. The report includes environmental, social and governance information of SAGESS. The report is audited by external auditors based on a reasonable assurance, which is a high level of assurance but that cannot guarantee that all material misstatements will always be detected even if it is an audit conducted in accordance with professional accounting standards.

SAGESS is also the subject of two unsolicited CSR ratings from the ISS-ESG (OEKOM) and VIGEO-EIRIS agencies:

- The German CSR agency ISS-ESG (OEKOM) awarded SAGESS a C+ Prime rating, which ranks it among the top 5% in its sector.
- VIGEO EIRIS has awarded SAGESS an overall score of 63% (corresponding to the Avanced level), ranking SAGESS among the best European companies in its sector in terms of its corporate social responsibility performance.

SAGESS Outlook

Releases for consumption in 2022 are up by 3.8% compared to 2021, which will increase the level of the national reserve obligation on 1 July 2023.

The strategic storage requirement should remain stable at 29.5% which is the level established in 2012 as part of the gradual adoption of the EU Directive on strategic reserves.

Taking into account the CPSSP's requests linked to different movements on the delegation rates of certain operators and on the level of provisioning. SAGESS may have to purchase quantities of oil products to adjust its physical stocks in the context of a re-balancing between SAGESS physical stocks, CPSSP releases and operators' stocks.

SAGESS will be able to adapt its portfolio of storage contracts to the always possible fluctuations in consumption and to possible changes in oil logistics.

INFORMATION ON THE ISSUER AND ITS ACTIVITIES

OBJECTIVES AND LEGAL FRAMEWORK OF THE STOCKHOLDING OBLIGATION

Oil continues to be a major source of energy on a global basis. Most industrialised countries are heavily dependent on this source of energy because, in varying proportions from one country to another, production does not cover internal consumption.

Given the strategic importance of oil supply, countries have established strategic oil reserve obligations to mitigate possible supply difficulties or disruptions.

SAGESS is at the heart of the French strategic stockholding system, established and managed within a stable and extensive framework, comprising International Agreements, European Directives and dedicated French legislation, all of it being under the administrative control of the French State.

International and European framework

The IEA, based in Paris, is an autonomous agency linked to the Organisation for Economic Co-operation and Development (OECD) and is the energy forum for 31 industrialised countries. IEA member governments are committed to taking joint measures to deal with oil supply emergencies. They have also agreed to share energy information, to co-ordinate their energy policies and to co-operate in the development of rational energy programmes. These provisions are embodied in the Agreement on an International Energy Programme, which established the IEA in 1974.

IEA members: Australia, Austria, Belgium, Canada, Czech Republic, Denmark, Estonia, Finland, France (since 1992), Germany, Greece, Hungary, Ireland, Italy, Japan, Lithuania, Luxembourg, Mexico, the Netherlands, New Zealand, Norway, Poland, Portugal, Slovak Republic, Spain, South Korea, Sweden, Switzerland, Turkey, the United Kingdom and the United States.

More precisely, IEA objectives are notably:

- to take effective common measures to deal with oil supply disruptions, by ensuring self-sufficiency in oil supplies in case of emergency;
- to promote rational energy policies in a global context through co-operative relations with oil-producing and oil-consuming countries, in order to develop the possibilities of a better understanding between oil-producing and oil-consuming countries;
- to establish a broad information system on the international oil market; and
- to improve the world's energy supply and demand structure by developing alternative energy sources and increasing the efficiency of energy use.

IEA members are committed to permanently maintaining strategic oil stocks equivalent to ninety (90) days of net oil imports, reckoned at the average daily level of the previous calendar year. As the EU obligation is defined differently, it is frequently verified that compliance with the European rule also complies with the IEA rule.

The various systems which have been put in place by countries to implement and permanently comply with these obligations range from privately held stocks controlled by the State to State held and managed stocks, and include a mix of privately held stocks (as it is the case of SAGESS in France) and stocks maintained by a dedicated "Agency". All these systems are however subject to the legal and administrative control of each relevant State.

Under the Council Directive 2009/119/EC, of the 14 September 2009, as amended from time to time (which is to replace all existing European Community legislation in this field), each country in the EU has to permanently maintain strategic oil stocks corresponding, at the very least, to ninety (90) days of average net imports during the previous calendar year or sixty-one (61) days of average daily inland consumption during the previous calendar year, whichever of the two quantities. and for 4 categories of products: gasoline, distillates (diesel oil/gas oil), jet fuel and heavy fuel oil. Monthly reports are required and must be submitted to the EU.

France

<u>Background</u>

Since 1925, French legislation has introduced the obligation to maintain such an oil reserve, to cope with possible oil supply difficulties or disruptions.

At this time, the strategic stockholding obligation was directly managed by the oil operators who had to carry out additional inventories based on a direct ownership scheme.

In March 1988, SAGESS was incorporated by French operators and approved by a decree of the Prime Minister with the exclusive task of building up and permanently maintaining a share (50% at that time) of the strategic oil reserves in the name of and for the account of operators which were historically subject to the strategic reserve requirements. The incorporation of SAGESS aimed at:

- ensuring tighter control over the national reserve requirements and thus enhancing supply availability in case of emergency;
- maintaining balanced competition among the operators; and
- easing the financing burden of these stocks for the operators.

<u>Current system</u>

Enhanced State control

The law no. 92-1443 of 31 December 1992 reforming the oil regime in France (the "**Oil Law**") incorporated the previous regulations while enhancing State control over the strategic oil reserve system.

The supervisory duty falls under the competence of the CPSSP established by the decree no. 93-132 of 29 January 1993 and subject to the provisions of the law no. 78-654 of 22 June 1978 on the professional committees for economic development. The CPSSP is now governed by the rules mainly codified in Articles R. 642-1 to R. 642-10 of the French *Code de l'énergie* (the "**Code of energy**") as well as specific rules of procedures.

The responsibilities and transactions of SAGESS have been continued and increased, as a result of the rise in the level of the national reserve obligation, and of the possibility granted to the oil operators to use the pooling system to fulfill part of their stockholding obligation (see below).

Reserve obligations of operators

The reserve requirements were previously defined by the decree no. 93-131 of 29 January 1993 which was amended by the decree no.2012-1544 dated 28 December 2012, the decree no. 2016-55 of 29 January 2016 and the decree no. 2021-427 of 8 April 2021.

The Oil Law and the decrees still in force are now codified in Article L. 141-5 and Articles L. 642-1 to L. 642-10 of the Code of energy and in Article L. 1336-1 and Articles D. 1336-47 to D.1336-56 of the French *Code de la défense* (the "**Code of defence**"). These legal provisions are further supplemented by several *arrêtés* such as the *arrêté* of 25 March 2016 relating the building up of strategic oil stocks in France and the *arrêté* of 18 December 2020 temporarily derogating from the *arrêté* of 25 March 2016.

The obligation is defined in greater detail than in the EU rules, with, among other things, 4 categories of oil products in metropolitan France (instead of 3 in the EU): gasoline, distillates (diesel oil/gas oil), jet fuel, and heavy fuel oil.

Each operator releasing oil products for consumption or for refuelling of aircraft in metropolitan France is required to build up and permanently maintain strategic stocks equal to 29.5% of the quantities released for consumption or for refuelling of aircraft in metropolitan France in the previous calendar year (*i.e.* 108 days), for each of the 4 product categories.

The operators releasing oil products for consumption or for refuelling of aircraft in metropolitan France may have the status of "authorised warehouse keeper" or not.

- Each operator having the status of "authorised warehouse keeper" must choose to delegate to the CPSSP either 56% or 90% of its reserve obligation, the remainder (44% or 10%) to be covered by its own stocks or by provisions made by other operators having the status of "authorised warehouse keeper".

- Each operator not having the status of "registered operator" must delegate to the CPSSP all of their reserve obligations.

ORGANISATION AND CONTROL OF THE FRENCH SYSTEM

Roles and responsibilities

CPSSP

The only task of the CPSSP is to build up and permanently maintain the part of the strategic stocks of crude oil and petroleum products obligation which is delegated to it by the operators, in exchange for a fee.

The main CPSSP responsibilities, as defined by law and decrees, are to:

- agree with the SAGESS, depending on its means, the level of physical stocks required;

- decide the level of Tickets proposed by the operators;

- decide the fees to be paid by the oil operators for the portion of the reserve obligation delegated to the CPSSP / SAGESS;

- agree on SAGESS' stocks sales, should this be required.

CPSSP fulfils its delegated national obligation through physical stocks which are SAGESS' property (under the conditions laid down in an agreement entered into between the CPSSP and SAGESS and approved by an *arrêté*) and Tickets provided by operators.

Pursuant to the Oil Law, as complemented by decrees linked to the Code of energy and the Code of Defence, the CPSSP and SAGESS, on 25 March 1993, entered into agreement whereby SAGESS makes all its stocks available to the CPSSP to enable the latter to fulfil its legal obligations by aggregating them with stocks made available by other operators. This agreement is not limited in time and can be terminated with 5 years' prior notification. This agreement was updated on 31 January 2022 and approved by an *arrêté* from the Minister of Energy and the Minister of the Economy of 12 April 2022 (the "**Provision Agreement**").

<u>SAGESS</u>

As defined in its by-laws (*statuts)*, SAGESS' sole purpose is to build up and permanently maintain strategic stocks of crude oil and petroleum products to cover the needs delegated by its shareholders.

- The stocks remain the property of SAGESS,
- SAGESS can only buy and sell crude oil and petroleum products within cases endorsed by the CPSSP and in the limit of its own means,
- SAGESS stocks, in the same way as the strategic stocks of all operators, may be subject to distribution measures, decided by the French State, in particular by means of injunctions, for the benefit of the "authorised warehouse keepers", all of whose shareholders have the same status,
- SAGESS stocks can be disposed of, only at a price equal to or greater than the weighted average purchase cost, following an official request by the Minister of Energy and/or at the request of the CPSSP or under the terms and conditions of the Provision Agreement due to management or external constraints of any kind. This can occur in case of a national oil supply crisis.

Specific financial provisions

<u>Protection of the SAGESS assets</u>

SAGESS assets are essentially composed of oil products stocks, which are booked at acquisition value (€4,112 million at 31 December 2022, which represents approximately 92.7 % of the SAGESS total assets).

Stocks are strategic stocks booked at their acquisition value, which is covered by the CPSSP in case of loss (from sales), SAGESS stocks are not exposed to accounting losses due to international oil products price variations.

Financial debt covers the historical costs of the stocks. These stocks, built up over 30 years through purchases by SAGESS, are the first assets of the company despite volatility which can be observed on the international oil market.

During this period of time, the mark to market value of the SAGESS stocks fell below the purchasing price on only two occasions, corresponding to the two following events:

- in 2008 with the financial crisis, and
- in 2020 with the drop in prices consecutive to the Covid pandemic.

Except during these two very limited periods of time (a few months for each), the market value of SAGESS' assets is consistently higher than their book value.

In addition, even during periods of low prices, SAGESS is protected by two factors:

- No selling of oil products should be made outside the secured contractual frame agreed with the CPSSP;
- In accordance with the Provision Agreement entered into between SAGESS and the CPSSP (as approved by Ministerial "*arrêté*"), in the event that SAGESS is required by the CPSSP to sell its stocks of oil products, the CPSSP shall indemnify SAGESS from any loss resulting from a sale of products at a lower price than the inventory cost.

  To this end, the rules of procedure of the CPSSP provides that in the event that the sale price of the Issuer's stocks of products sold were found to be below to their average inventory price (*i.e.* sale at a loss), the payment received from the CPSSP will then be fixed at an amount which will allow SAGESS to be fully indemnified within a reasonable period which cannot exceed one (1) year enabling the full repayment by SAGESS of its borrowings, interest and related costs to its banks or other lenders.

As a consequence, its stocks, booked at acquisition cost, are insensitive to potential losses due to market price variations.

Full coverage of CPSSP costs

To cover all its costs, the CPSSP invoices the operators on a monthly basis with a fee (expressed in €/Ton released for inland consumption) calculated to reach a balanced Profit & Loss account.

The CPSSP costs are made up of costs incurred by SAGESS (see below) charged to the CPSSP, costs paid to the operators for the Tickets and of some minor CPSSP operating costs.

The fee perceived from the operators is adjusted each quarter on the basis of the quarterly update of the annual budget.

Bank guarantees, prescribed by Article L.642-7 of the Code of energy, are provided by the oil operators to cover possible fee payment default.

Penalties also exist for late fee payment from the operators.

Full coverage of SAGESS costs

Pursuant to the Provision Agreement entered into between the CPSSP and SAGESS, approved by Ministerial *arrêté*, SAGESS recovers, on a monthly basis, from the CPSSP all its operating and financing costs in addition to any non-recurring elements (including all borrowing costs necessary to achieve its corporate purposes).

SAGESS income tax exemption

SAGESS is exempted from income tax pursuant to Article 1655 *quater* of the Tax Law. Any profits potentially generated by profitable sales of SAGESS must be distributed to its shareholders for each financial year (and any such profits are taxed directly in the hands of its shareholders) or, subject to the authorisations of the Ministers, such potential profits can be booked to reserves.

State control

State control is permanent and exerted simultaneously through different channels:

General provisions

The French State control is direct beginning with the approval and the termination of the "authorised warehouse keeper" operator's status. The French State approves the geographical localisation plan for the reserve stocks and monitors its effective implementation. The Custom's administration of the French State also has full audit rights on all components of the system at any time. All product movements (and inventories) are reported on a monthly basis to the French State through pre-formatted reports. This information is complemented by the monthly reports produced by SAGESS, on releases for domestic consumption and on the actual detailed coverage of the reserve obligation. In addition, the Oil Law, and its subsequent decrees, provides the French State, should deviations occur, with a wide range of corrective and penalty measures, up to the termination of the "authorised warehouse keeper" status.

CPSSP

The CPSSP Board is composed of 13 members, nominated by the Minister in charge of hydrocarbons (out of which 2 are Minister representatives), and of 1 delegate in charge of the implementation of the decisions of the CPSSP Board and of the day-to-day activities. The CPSSP Board meets at least every three (3) months.

The CPSSP Board members are nominated by an *arrêté* of the Minister in charge of hydrocarbons:

- 9 members are nominated on the basis of proposals from professional organisations representing operators subject to the obligation to build up strategic stocks: (i) 6 members are proposed by the "*Union Française des Industries Pétrolières*" (UFIP), (ii) 1 member is proposed by the "*Fédération Française des Pétroliers Indépendants*", (iii) 1 member is proposed by the "*Fédération Française des Combustibles, Carburants et Chauffage*", (iv) 1 member proposed by the "*Union des Importateurs Indépendants Pétroliers*";
- 2 members are nominated for their competencies; and
- 2 members represent the Ministers in charge of the Economy and the Budget.

Furthermore, the Director of the "Directorate General for Energy and Climate" (the "**DGEC**") fulfils the role of Government Commissioner and ensures that all the regulations are properly enforced. The CPSSP is also submitted to the economic and financial control of the French State. The Government Commissioner and a State Budget Auditor attend all CPSSP Board meetings and have a veto right on any CPSSP Board decision (the budgetary auditor's veto can only exercised on Board decisions affecting the financial balance of the CPSSP). To be enforced, any veto has to be confirmed by the Minister in charge of hydrocarbons or by the Minister in charge of the Budget. To date, no such veto right has been exerted.

SAGESS

Beyond the members of the Board of Directors (*Conseil d'administration*) who represent the Shareholders, the French State is represented by the DGEC, the Antitrust Directorate and the Customs Directorate who attend all Boards of Directors' and have a consultative right.

They represent the Ministers responsible for hydrocarbons, economy and budget. They dispose of a right to request a second vote. Should the Ministers not have requested new deliberations, the Board of Directors' meetings and the Ordinary General Shareholders' meetings deliberations become enforceable after eight (8) clear days. New deliberations are enforceable as of right with no possible appeal from the government. To date, no such request for a new deliberation right has ever been made.

Finally, pursuant to Article 1655 *quater* of the Tax Law, "the shares of this company (SAGESS) can only be transferred with the prior approval of the Ministers" in order to be in line with the market share of each shareholder.

SAGESS BY-LAWS, ORGANISATION, CONTROL, ACTIVITIES AND FINANCING

Statutory provisions

SAGESS (Société Anonyme de Gestion de Stocks de Sécurité) is a "*société anonyme*" with a Board of Directors (*Conseil d'administration*) subject to the provisions of the French *Code de Commerce* (French Commercial Code) applicable to commercial companies.

SAGESS was created on 22 March 1988. It has been registered at the Commercial and Company Registry of Paris on 15 April 1988 under number B 344 547 708. Following a change of registered office, it then has been registered at the Commercial and Company Registry of Nanterre under number B 344 547 708 on 9 November 1990. Its term is set at 99 years following its first registration, unless extended or otherwise dissolved beforehand. SAGESS registered head office is at Tour W, 102 terrasse Boieldieu, 92800 Puteaux, France and its phone number is + 33 1 47 10 06 80.

SAGESS financial year begins 1 January and ends 31 December of each year.

Pursuant to Article 2 of its by-laws (*statuts)*, SAGESS has as its exclusive object:

- to build up and maintain strategic stocks of crude oil and oil products to satisfy the needs delegated by its shareholders, directly at the outset and then via the CPSSP since 1993, and the conclusion and execution of all related legal acts, including the performance of the services set out in the agreement with the CPSSP;
- to carry out this object either directly by itself, or in part indirectly by way of lease, rental or leasehold; and
- generally, to carry out any financial, industrial, commercial, movable or real estate transaction facilitating this mission's fulfilment.

As of 31 December 2022, the share capital of SAGESS is set at €240,000 and consists of 15,000 registered shares of €16 each. No equity securities of SAGESS have ever been listed.

SAGESS by-laws (*statuts*) are available at the *Greffe* of the Nanterre Commercial Court, on the SAGESS website (www.sagess.fr), or upon request at the SAGESS registered head office.

The legal entity identifier of SAGESS ("**LEI**") is 96950015LNMQ336X4W81.

Shareholding

SAGESS shareholders are stable and are composed of almost all the participants of the oil industry.

SAGESS shareholders may only be the oil operators bearing the status of "authorised warehouse keeper" and releasing oil products for domestic consumption. As of the date of this Base Prospectus, all SAGESS shareholders are "authorised warehouse keepers". The status of "authorised warehouse keeper" is a regulated activity and is delivered by the customs administration (*direction générale des douanes et droits indirects*) on request. Such status of "authorised warehouse keeper" is governed by the circular of 15 October 2020 on the tax warehousing regime (*circulaire du 15 octobre 2020 relative au régime de l'entrepôt fiscal de stockage*) and the related forms (*Bulletin officiel des douanes 7390*).

The number of shares allotted each year to each shareholder is proportional, as per SAGESS by-laws (*statuts)*, to its strategic stock reserve obligation (calculated on the basis of the releases made for domestic consumption in the previous calendar year, with a minimum of one (1) share).

In accordance with the agreement given by the *Direction Générale des Douanes et Droits Indirects (DGDDI)*, the *Direction Générale de la Concurrence, de la Consommation et de la Repression des Fraudes (DGCCRF)* and the *Direction Générale de l'Énergie et du Climat (DGEC*), the share capital of SAGESS was held by 38 shareholders as at 31 December 2022. Their reserve obligation represents about 97.2% of the French national obligation.

Shareholders and their subsidiaries (taken together) with more than 5% of SAGESS share capital as of 31 December 2022 are:

TOTALENERGIES MARKETING FRANCE and its subsidiaries	32.7%
SIPLEC –Société d'Importation Leclerc	15.6%
SCA PETROLES ET DERIVES	10%
Esso S.A.F.	8.4%
CARFUEL	6.4%
Shareholders and their subsidiaries with less than 5% of SAGESS share capital:	26.9%
	100.0%

SAGESS SHAREHOLDERS
(as at 31 December 2022)

Company	**Number of Shares**	**%**
AOT ENERGY FRANCE	5	0.03
ARMORINE S.A.	163	1.09
BOLLORE ENERGY	425	2.83
BP FRANCE	344	2.29
CARFUEL	956	6.37
COMPAGNIE INDUSTRIELLE MARITIME – CIM	2	0.01
CPA	51	0.34
DISTRIDYN	336	2.24
DYNEFF	230	1.53
EG RETAIL FRANCE	168	1.12
ENI FRANCE SARL	134	0.89
ESSO SAF	1,253	8.35
ETABLISSEMENTS LAGARDE	24	0.16
F3C SAS	37	0.25
GINOUVES GEORGES	60	0.40
KUWEIT PETROLEUM AVIATION FRANCE SAS	200	1.33
LES COMBUSTIBLES DE NORMANDIE	64	0.43
LOISEAU PIERRE-YVES	1	0.01
NAPHTEX	2	0.01
PETROGARDE	2	0.01
PETROPLUS MARKETING FRANCE	5	0.03

Company	Number of Shares	%
PICOTY SAS	291	1.94
POITOU CARBURANTS	1	0.01
ROSSI CARBURANTS	9	0.06
ROSSI DISTRIBUTION	2	0.01
RUBIS ENERGIE	36	0.24
SAS F3C ENERGY	4	0.03
S.C.A. PETROLE & DERIVES	1,505	10.03
SNC AUCHAN ENERGIES	388	2.59
SHELL France	309	2.06
SIPLEC - SOCIÉTÉ D'IMPORTATION LECLERC	2,338	15.59
STEDIS	392	2.61
THEVENIN & DUCROT DISTRIBUTION	528	3.52
TOTALEnergies MARKETING FRANCE	4,045	26.97
URBAINE DES PETROLES – UDP	473	3.15
VARO ENERGY FRANCE	170	1.13
WOREX SNC	1	0.01
ZELLER ET COMPAGNIE	46	0.31
Total issued shares	**15 000**	100

ORGANISATION, MANAGEMENT AND CONTROL

Board

The Board of Directors (*Conseil d'administration*) of SAGESS is composed of thirteen (13) members, from oil companies and other companies. The Board of Directors meets at least three (3) times per year.

The Directors' term of office is 5 years and may be renewed with no term limit.

As mentioned above, the representatives of the Ministers in charge of the hydrocarbons, the economy and the budget attend the Board of Directors' and General Shareholders' meetings.

The Board of Directors appoints two (2) of its members as Chairman and Vice-Chairman. The Chairman must be a shareholder. They may be re-elected. The Board of Directors may dismiss them at any time.

Pursuant to Article 23 of the SAGESS by-laws (*statuts*), members of the Board of Directors may receive an annual remuneration for attending the meetings but this has never been implemented to date.

Composition of the Board of Directors (based on the list of Directors included in the 2022 Annual Financial Report as at 31 December 2022):

Directors	Permanent Representatives	Other Mandates and Duties
Pierre-Yves Loiseau *Director and Chairman of the Board* 102, Terrasse Boieldieu, 92800 Puteaux, France	N/A	None.
BOLLORÉ ENERGY	**Hakim Britel**	**Permanent representative of BOLLORÉ ENERGY on the Board of Directors of:**

Directors	Permanent Representatives	Other Mandates and Duties
Odet 29500 Ergue Gaberic, France	*Vice-Chairman of the Board*	• SAGESS – Société Anonyme de Gestion de Stocks de Sécurité ***Mandates and duties exercised within the BOLLORÉ Group*:** • Chairman of DRPC (Dépôt de Rouen Petite-Couronne) • Chairman of Combustibles de Normandie (LCN) • Chairman of PMF (Pétroplus Marketing France) • Chairman of Naphtex • Chairman of Isglö • Director of SATRAM Huiles SA (Switzerland) • Director of CICA (Switzerland) • Permanent Representative of SOFIPROM on the Board of La Charbonnière ***Other mandates and duties*** • Chairman of the FFPI (*Fédération Française des Pétroliers Indépendants*) - Elected • Member of the Management Committee of SDLP (*Société du Dépôt de La Pallice*) • Director on the Board of Directors of CPDP - *Comité Professionnel du Pétrole*
BP FRANCE Campus St Christophe – Bâtiment Galilée 3 10, avenue de l'Entreprise 95863 Cergy-Pontoise Cedex, France	**David O'Hana**	• Permanent representative of BP FRANCE on the Board of Directors of SAGESS – Société Anonyme de Gestion de Stocks de Sécurité • Permanent representative of BP Energia España on the Management Board of CORES
CARFUEL ZAE St Guenault – 1, rue Jean Mermoz BP 75 91002 Evry Cedex, France	**Karim Benbrik**	**Permanent representative of CARFUEL on the Board of Directors of:** • SAGESS – Société Anonyme de Gestion de Stocks de Sécurité **Permanent representative of CARFUEL on the Management Committee of:** • DPL – Société Dépôt Pétrolier de Lyon SAS • EPG – Entrepôt Pétrolier de la Gironde SAS • EPV – Entrepôt Pétrolier de Valenciennes SAS • SDPN – Société du Dépôt Pétrolier de Nanterre SAS • SOGEPP – Société de Gestion de Produits Pétroliers SAS • SPVM – Société Pétrolière du Val De Marne SAS **Permanent representative of CARFUEL on the Steering Committee of:** • DPC – Société des Dépôts de Pétrole Côtiers SARL **Permanent representative of CARFUEL on the Board of Directors of:** • DPF – Société Dépôts Pétroliers de Fos SA
ENI FRANCE SARL 12, avenue Tony Garnier 69007 Lyon, France	**Cécile Poinot**	**Permanent representative of ENI FRANCE SARL on the Board of Directors of:** • SAGESS – Société Anonyme de Gestion de Stocks de Sécurité

Directors	Permanent Representatives	Other Mandates and Duties
		GROUPS **Permanent representative of the company ENI FRANCE SARL at the Meeting of members of:** • Fuelling Aviation Service (FAS) G.I.E. • Groupement d'exploitation du Dépôt de Réception de Chennevières Les Louvres (G.E.D.R.C.) G.I.E. ***COMPANIES*** **Permanent representative of ENI FRANCE SARL at the Shareholders Meeting and the Management Committee of:** • DPCA – Dépôt Pétrolier de la Côte d'azur – SAS • EPL – Entrepôt Pétrolier de Lyon – SAS **Permanent representative of ENI FRANCE SARL at the Shareholders Meeting and on Board of Directors of:** • SPMR – Société Du Pipeline Méditerranée-Rhône SA **Permanent representative of ENI FRANCE SARL at the Assembly of associates and the Management Committee of:** • Société Immobilière Pétrolière De Gestion (SIPG) – SNC **Permanent representative of ENI International BV on the Board of Directors of:** • Bitumed SA (TUNISIA) **Individual Director in:** • DPF – Dépôts Pétroliers de Fos SA • ENI Switzerland
URBAINE DES PETROLES – UDP Immeuble Mozaïk, 23 rue François Jacob, CS 80188, 92565 Rueil-Malmaison Cedex, France	**Elise Bellido-Gonzalez**	**Permanent representative of URBAINE DES PETROLES (UDP) on the Board of Directors of:** • SAGESS – Société Anonyme de Gestion de Stocks de Sécurité **Chair of BUTANE DU HAVRE** **Permanent representative of TOTALENERGIES RAFFINAGE CHIMIE on the Board of Directors of:** • SPSE • DPFOS
ESSO SAF 20, rue Paul Héroult, 92000 Nanterre, France	**Denis Garin**	**Permanent representative of ESSO SAF on the Board of Directors of:** • SAGESS – Société Anonyme de Gestion de Stocks de Sécurité **Chair and Director on the Board of Directors of:** • Société des Stockages Pétroliers du Rhône (SPR) **Chair and Permanent Representative of ESSO SAF on the Management Committee of:** • Société des Transports Pétroliers du Val de Marne (SPVM) **Director on the Board of Directors of:** • Société des Transports Pétroliers par Pipelines (TRAPIL)

Directors	Permanent Representatives	Other Mandates and Duties
		Permanent Representative of ESSO SAF and Director on the Board of Directors of: • Société du Pipeline Méditerranée-Rhône (SPMR) • Société du Pipeline Sud-Européen (SPSE) **Permanent Representative of ESSO SAF on the Steering Committee of:** • Raffinerie du Midi (RM) **Member of the Board of Directors of:** • Rotterdam-Antwerpen Pijpleiding (België) N.V. • Rotterdam-Antwerpen Pijpleiding (Nederland) N.V.
SCA PÉTROLES ET DÉRIVÉS 24, rue Auguste Charbières, 75015 Paris, France	**Alexandre Truchetto**	**Permanent representative of SCA PÉTROLES ET DÉRIVÉS – SCAPED, Director on the Board of Directors of:** • SAGESS – Société Anonyme de Gestion de Stocks de Sécurité • Dépôt Pétrolier de FOS • Société Européenne de Stockage • Wagram Terminal • Entrepôts Pétroliers Provençaux • Dépôt Pétrolier de Lorient • Dépôt de Pétrole Côtiers • Entrepôt Pétlier de Lyon • Société du dépôt de Saint-Priest • Association pour le Pavillon Pétolier Français **Chair of:** • Entrepôt Pétrôlier de Lyon
WOREX SNC 66, route de Sartrouville, 78230 Le Pecq, France	**Jean-Claude Marcelin**	**Permanent representative of WOREX SNC on the Board of Directors and Member of the Audit Committee of:** • SAGESS – Société Anonyme de Gestion de Stocks de Sécurité **Director on the Board of Directors of:** • ESSO SAF
PICOTY S.A.S Rue André Picoty 23300 La Souterraine, France	**Olivier Bourdut**	None.
SHELL FRANCE 11-13, cours Valmy, Tour Pacific 92800 Puteaux, France	**Pierre Le Gal**	**Permanent representative of SHELL FRANCE on the Board of Directors of:** • SAGESS – Société Anonyme de Gestion de Stocks de Sécurité • SMCA (Société de Manutention de Carburants Aviation) • GEDRC (Groupement d'Exploitation Dépôt Réception Chennevières • SPSE (Société du Pipeline Sud Européen) **Director on the Board of Directors of:**

Directors	Permanent Representatives	Other Mandates and Duties
		• Groupe d'Etude de la Sécurité de l'Industrie du Pétrole (GESIP) **Member of the Supervisory Board of:** • Shell Retraite SAS • Shell France SAS • Société de Gestion Mobilière et Immobilière SAS
Société d'Importation Leclerc – SIPLEC 26, quai Marcel Boyer 94200 Ivry-Sur-Seine, France	**Thierry Forien**	**Permanent representative of SOCIETE D'IMPORTATION LECLERC - SIPLEC on the Board of Directors of:** • SAGESS – Société Anonyme de Gestion de Stocks de Sécurité • A2PF – Association pour le Pavillon Pétrolier Français • DPF – Dépôts Pétroliers de Fos SA • Wagram Terminal SA **President of the Audit Committee of:** • SAGESS – Société Anonyme de Gestion de Stocks de Sécurité • DPF – Dépôts Pétroliers de Fos SA
TOTALENERGIES MARKETING FRANCE 562, avenue du Parc de l'Ile, 92000 Nanterre, France	**Jérôme LEPRINCE-RINGUET**	**Permanent representative of TOTALENERGIES MARKETING FRANCE on the Board of Directors of:** • SAGESS – Société Anonyme de Gestion de Stocks de Sécurité **Permanent representative of TOTALENERGIES MARKETING FRANCE on the Board of Directors and Director on the Board of Directors of:** • DPF – Dépôts Pétroliers de Fos SA • Les Docks des Pétroles d'Ambès – S.A. **Permanent representative of TOTALENERGIES MARKETING FRANCE, member of the Management Committee of:** • Société de Dépôt de la Pallice – SDLP SAS **Member of the Management Committee of:** • DRPC – Société du Dépôt de Rouen Petite Couronne SAS **Director on the Board of Directors of:** • Société Pétrolière du Bec d'Ambès – S.A.

To the best knowledge of the Issuer, and on the basis of the declaration completed annually by each director, there are currently no conflicts of interest between the duties of the members of the Board of Directors and their private interests or other obligations.

<u>SAGESS Management and Organisation</u>

SAGESS organisation is composed of thirteen (13) positions by year-end 2022:

- A Chairman and Chief Executive Officer.
- One executive assistant position.
- The department of the General Secretary and Chief Financial Officer, comprising five (5) positions.

- A Logistics department, comprising six (6) positions.

Specialised operational committees

Four (4) operational committees were created to assist SAGESS Management and the Board of Directors.

- An Audit Committee created in 2009 to comply with the European Directive dated 17 May 2006 (2006/43/EC). Its role is also defined by the Board of Directors. It is composed of three (3) members without any operational responsibility in SAGESS management. This committee has 3 main missions, with an average of 2 to 3 meetings per year:

  - Oversight of the process to elaborate the financial information;

  - Review of the efficiency of the internal control systems, the risk identification and management; and

  - Review of the legal control of the financial accounts and of the independent qualification of the External Auditors.

  Since its creation, the Audit Committee has met 47 times (of which three times in 2021 and twice in 2022).

- A CSR Committee created in 2013 and composed of six (6) expert members. It meets twice a year in order to monitor the steering of SAGESS' sustainable development initiative and to ensure that the overall implementation action plan is globally coherent. It also reviews the annual CSR report, SAGESS CSR action plan and key performance indicators.

- A Finance Committee not included in the by-laws (*statuts*), but whose role is defined by the Board of Directors. It is composed of five (5) financial representatives of the main shareholders. It advises SAGESS Management in financial matters. It has an advisory capacity and gives opinions, which are reported to the Board of Directors.

- An Operational Management Committee which constitutes an ad hoc committee. The composition is decided by the Chairman of the Board of Directors (who presides it) according to the subjects to be dealt with during the meetings. The members are appointed on the basis of their personal skills.

In addition of the above four (4) committees, there is also a Storage Commission, composed of five (5) members who are independent from the Board of Directors, which deals with all decisions related to storage contracts, within the storage policy framework as approved by the Board of Directors. This Storage Commission convened in 2022 to decide on allocations following the 2022 public call for proposals. Its activity is systematically reported to the Board of Directors.

Control

The External Auditors have been nominated at the general meeting of 23 May 2006 in relation to the firm Grant Thornton and at the general meeting on 17 May 2018 in relation to the firm Ernst & Young Audit and their contact details are the following:

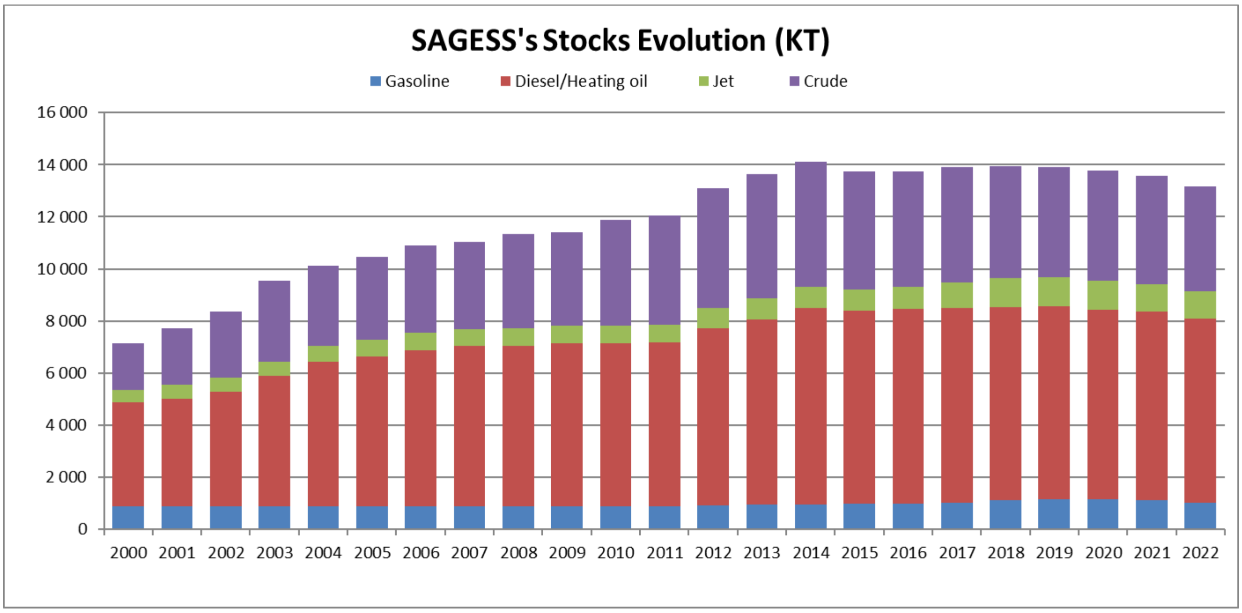
Ernst & Young Audit, represented by Mr. Moez Ajmi
1/2, place des saisons
92400 Courbevoie
Paris La Défense 1
France

Grant Thornton, represented by Mr. Pascal Leclerc
Cité Internationale
29, rue du Pont
92200 Neuilly-sur-Seine
France

Build up and maintenance of reserve stocks

SAGESS stocks were at 13.2 MT (12.4 MT EQPF) by year-end 2022, covering 80% of the national reserve obligation. At the same date, their book value (at acquisition cost) amounted to €4,112 million.

For informational purposes only, based on average market price on 31 December 2022, SAGESS stocks market are valued at €9,480,995.



<u>Stock acquisition policy</u>

Purchases of oil products are carried out through a tendering process, involving most of the oil industry participants (from refiners to traders, both French and international).

<u>Products in stock</u>

SAGESS stocks are made up of gasoline, distillates (diesel oil/heating oil), jet fuel and crude.

The heavy fuel Tickets provided by the operators to the CPSSP cover the CPSSP heavy fuel oil reserve requirements, avoiding recourse to SAGESS for this product. Crude oil is allowed as a substitute for finished products, up to a maximum substitution allowance, one ton of crude being considered the equivalent of 0.8 ton of finished product.

No security whatsoever can be taken over SAGESS stocks.

<u>Storage policy</u>

SAGESS is responsible for its storage management. Its stocks must be kept in bonded warehouses ("*entrepôts fiscaux de stockage*") in metropolitan France and, subject to the French State's agreement, abroad. Moreover, the French State requires these stocks be stored in bonded warehouses geographically located in close proximity to areas of consumption so that such stocks may be dispatched to the relevant areas of consumption without undue delay, particularly in times of crisis.

The bonded warehouses used by SAGESS (85) are the refineries, most of the existing oil products bulk plants and the Manosque site (salt caverns).

SAGESS stocks are therefore stored at third party storage locations, in exchange for payment.

<u>Quantity / Quality controls</u>

Stocks quantities and qualities are regularly controlled. The products in stock are periodically rotated to ensure that they meet the regulatory specifications.

Risks and insurance

The risk assessment approach is twofold:

- A risk assessment of the SAGESS exposures is periodically conducted, to identify the nature, amount and probability of occurrence.
- The HSE (Health, Safety / Environment) standards applicable in the industry are enforced.

As a result, the scope and values of the insurance contracts are reviewed with SAGESS insurance broker and insurance contracts are adapted as necessary. The insurance contracts themselves are periodically reviewed to ensure they remained optimised and in line with the insurance market financial conditions.

The key provisions, covering damages to its assets (products included), as well as damages to its personnel or to third parties, are as follows:

- Property and casualty insurance: to cover oil products stored by third parties (for fire/explosion/lightning risk only, in accordance with the provisions of SAGESS storage agreements) as well as SAGESS registered office. The policy provides €140 million in coverage with a deductible of €100,000 per claim.

  SAGESS storage agreements provide that each storage provider is responsible for the products stored on their premises and for any physical or material harm to their personnel, their facilities, and third parties. These risks must be covered by insurance. SAGESS verifies that storage providers carry the necessary insurance on an annual basis.

- Third-party environmental impact liability insurance: to cover indirect risks we might be exposed to following the transposition of Directive 2004/35/EC (known as the "Biodiversity Directive") in 2008. The coverage amount for all types of damage is at €50 million per claim per year with a €100,000 deductible. Environmental risks incurred from storing and managing SAGESS products that are stored by third parties are covered by the insurance policies taken out by those third parties. This insurance coverage is also verified on an annual basis.

- General civil liability insurance: to cover personal injury and damage to tangible and intangible property caused to third parties that SAGESS could be held civilly liable for. The policy provides €20 million in coverage with a €30,000 deductible per claim.

- Directors and officers liability insurance (known by the French acronym RCMS): its purpose is to cover the damages to third parties arising out of an actual or alleged fault committed by a director or an officer of the company. The policy provides €10 million in coverage and has no deductible.

- Fraud insurance: its purpose is to cover fraud or willful misconduct up to a limit of €3 million with a deductible at €150,000 per claim.

- Cyber risk insurance: the policy covers SAGESS for up to €2 million with a €75,000 deductible for operating losses and/or cyber attacks.

- Bank guarantee: SAGESS implemented a bank guarantee scheme in 2014 with a major financial institution. Through this scheme SAGESS is guaranteed for the value of products which may be loaned to operators in case of an oil supply crisis. The level of guarantee is reviewed annually.

Insurance premium rates are stable compared to 2021 and are in line with market trends and the absence of claims.

Financial status and policy

Financial structure

According to its by-laws (*statuts*), SAGESS stocks are financed by borrowings, which constitute the essential part of SAGESS liabilities. SAGESS financial policy is to maintain at any time a significant proportion of medium and long term resources and to have debts with staggered maturities and limited amounts in order to be able to refinance itself at any time. The financial policy, which covers all the financial aspects of SAGESS, including the interest rate and currency variation exposures (see below), is annually reviewed and revalidated at the Board of Directors' level.

SAGESS debt by 31 December 2022

SAGESS' borrowings as at 31 December 2022, accrued interests excluded, amounts to €4,011 million:

CPSSP loan	€61 million
NEU CP (Commercial Paper)	€50 million
Bonds	€3,900 million
Bank loans	€0

As at 31 December 2022, bond debt increased by €500 million following:

- a new €1,000 million 10-year bond issue on 7 September 2022, redeemable on 7 September 2032;

- the redemption of the €500 million bond issue in October 2022; and

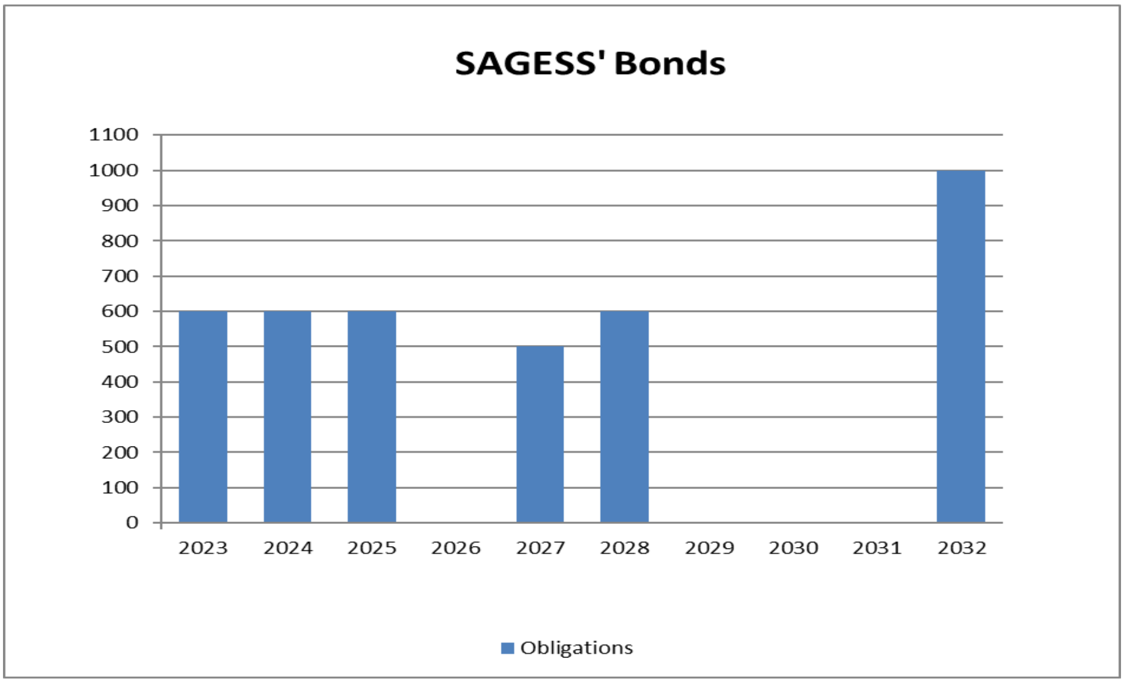
- the repayment of part of the NEU CP for €500 million.

A €61 million CPSSP loan replaced the initial shareholder advance in 2007 and has been renewed in 2022 for a period of ten (10) years.

Short-term debt consisting of NEU CPs amounted to €50 million as at 31 December 2022, decreasing of €805 million compared to the end of 2021. The limit for the NEU CP programme (Commercial Paper) is €1,400m as at 31 December 2022 and remains stable compared to 31 December 2022.

An undrawn revolving credit facility of €900 million was contracted on 24 June 2021, with a maturity of three (3) years. In October 2022, SAGESS reduced the amount of this revolving credit facility by €250 million bringing its total amount to €650 million. An annual bilateral line of €100 million was added to the revolving credit facility on July 2022. These lines provide security in the event of a shortage in the NEU CP market.

In order to minimise the refinancing risk associated with the debt repayment schedule, SAGESS organises the reimbursements of its bonds by spreading the repayments over several instalments. As at 31 December 2022, their maturities range between 2024 and 2032. The average maturity of the bonds as at 31 December 2022 is 4.6 years.



Interest rate variation exposure

Due to limited and acceptable impact of interest rate variations on the overall system (CPSSP / SAGESS), and due to the absence of profitability of a long term coverage policy, the decision was made to borrow on the basis of a variable short-term rate in general. For each bond issuance at a fixed rate, SAGESS has implemented interest rate swaps (fixed to variable), these swaps have always been previously authorised on each occasion by the Board of Directors. However, due to the historically low level of interest rates, the Board of Directors decided not to swap the three bond issuances in 2015 and 2016.

All operations on derivatives and currencies are subject to the prior approval of the Board of Directors and then communicated to the SAGESS bankers at least once a year.

Currency variation exposure

SAGESS carries out all its operations in Euros, and is therefore not exposed to such risk.

All currency operations (other than over-the-counter) have to be authorised by the Board of Directors, this being also formally communicated to the SAGESS bankers at least once a year.

Liquidity exposure

Since 29 June 2012, SAGESS has implemented a NEU CP programme (Commercial Paper) with a €1,400 million limit: this programme was rated A-1+ by S&P on 7 June 2022.

Summary financial statements

SAGESS balance sheet is essentially composed of the reserve stocks on the assets side and of the external borrowings on the liabilities side. It can be summarised as follows (as at 31 December 2022):

	M€	**%**		**M€**	**%**
Fixed assets	29	0.6%	Net worth and reserves	292	6.6%
Stocks	4 112	92.7%	Borrowings	4 052	91.4%
Receivables and other	298	6.7%	Payables and other	94	2,1%
TOTAL	**4 438**	**100%**		**4 438**	**100%**

The main elements of these items are:

- Fixed assets represent the loan related to the sale of the pipeline of Manosque.
- Stocks are the strategic stocks acquired and maintained by SAGESS.
- Receivables comprise essentially the receivable over the CPSSP (1 month of cost recovery) and the amount of loan made to operators.
- Payables comprise essentially the storage invoices of the last month and the advance on product sold.

SAGESS Profit & Loss account for year-end 2022 works as follows:

- SAGESS recovers from the CPSSP, on a monthly basis, the storage, operating and financing costs (at the average borrowing rate).
- SAGESS costs are mainly third-party storage costs, then financial charges and, for a relatively small amount, the cost of its structure.
- SAGESS net result is positive, as a consequence of the sales of oil product during 2022 for a total amount of €291.5 million. These sales generated a net profit of €159.8 million.

2022	**M€**	**% of CPSSP remuneration**
Cost recovery from CPSSP	342.2	100%
Sales of oil products	291.5	Amount not recharged
Other income	33.9	-9.9%
Purchases of petroleum products and variations in stocks	-131.8	Amount not recharged
Other purchases and external charges	-334.6	97.8%
Other operating costs	-4.6	1.3%
Financial charges	-36.8	10.8%
Net result	**159.8**	

2021	**M€**	**% of CPSSP remuneration**
Cost recovery from CPSSP	332.2	100%

Sales of oil products	107.5	Amount not recharged
Other income	3.9	1.2%
Purchases of petroleum products and variations in stocks	-74	Amount not recharged
Other purchases and external charges	-312.1	93.9%
Other operating costs	-2.9	-0.9%
Financial charges	-21.1	-6.4%
Net result	**33.5**	

FORM OF FINAL TERMS

EEA PRIIPS / PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or both) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**EU MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to retail investors in the EEA may be unlawful under the EU PRIIPs Regulation.

UK PRIIPS / PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the "**UK**"). For these purposes, a retail investor means a person who is one (or both) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

EU MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes, taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018 has led to the conclusion that: (i) the target market for the Notes are eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**EU MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**" as defined in EU MiFID II) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.

[**UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET** – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes, taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018 (in accordance with the FCA's policy statement entitled "Brexit our approach to EU non-legislative materials"), has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA ("**UK MiFIR**"); and (ii) all channels for distribution to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

Final Terms dated [•]

SAGESS

[Logo, if document is printed]

Legal Entity Identifier (LEI) of the Issuer: 96950015LNMQ336X4W81

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €2,500,000,000
Euro Medium Term Note Programme

Series No.: [●]

Tranche No.: [●]

Issue Price: [●] per cent.

[Name(s) of Dealer(s)]

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "**Conditions**") set forth in the Base Prospectus dated 15 May 2023 which received approval no. 23-164 from the *Autorité des marchés financiers* ("**AMF**") in France on 15 May 2023 [and the supplement[s] to the Base Prospectus dated [●] which received approval no. **[●]** from the AMF on **[●]]** which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as may be amended from time to time, the "**EU Prospectus Regulation**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the EU Prospectus Regulation and must be read in conjunction with such Base Prospectus [as so supplemented].

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. The Base Prospectus [, the supplement[s] to the Base Prospectus] and the Final Terms are available for viewing on the websites of (a) the AMF (*www.amf-france.org*) and (b) the Issuer (*www.sagess.fr/en*).

[*The following alternative language applies if the first tranche of an issue which is being increased was used under a Base Prospectus with an earlier date.*

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**2022 Conditions**") set forth in the Base Prospectus dated 13 June 2022 which received approval no. 22-207 from the *Autorité des marches financiers* (the "**AMF**") in France on 13 June 2022 (the "**2022 Base Prospectus**").

This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as may be amended from time to time, the "**EU Prospectus Regulation**") and must be read in conjunction with the Base Prospectus dated 15 May 2023 which received approval no. 23-164 from the AMF on 15 May 2023 [and the supplement[s] to the Base Prospectus dated [●] which received approval no. [●] from the AMF on [●]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of the EU Prospectus Regulation, save in respect of the 2022 Conditions which are extracted from the 2022 Base Prospectus and are attached hereto.]

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the 2022 Conditions and the Base Prospectus dated 15 May 2023 [and the supplement to the Base Prospectus dated [●] which received approval no. [●] from the AMF on [●]]. The Base Prospectus [, the supplement[s] to the Base Prospectus] and the Final Terms are available for viewing on the websites of (a) the AMF (www.amf-france.org) and (b) the Issuer (*www.sagess.fr/en*).]

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]

1.	(i) Series Number:	[ ]
	(ii) Tranche Number:	[ ]
	(iii) Date on which the Notes become fungible:	[Not Applicable/ The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the existing [*insert issue amount*] Notes due [*insert maturity date*] issued by the Issuer on [*insert issue date*]/the Issue Date]
2.	Specified Currency:	[ ]
3.	Aggregate Nominal Amount of Notes admitted to trading:	[ ]
	(i) Series:	[ ]

	(ii) Tranche:	[ ]
4.	Issue Price:	[ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
5.	Specified Denomination(s):	[ ] (*one denomination only for Dematerialised Notes*)
6.	(i) Issue Date:	[ ]
	(ii) Interest Commencement Date:	[ ]
7.	Maturity Date:	[*Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*]
8.	Interest Basis:	[[•] per cent. Fixed Rate] [[EURIBOR/EUR CMS] +/– [•] per cent. Floating Rate] [Zero Coupon] [Fixed/Floating Rate] (further particulars specified below)
9.	Change of Interest Basis:	[Applicable/Not Applicable] [*Specify the date when any change of interest basis occurs or refer to paragraphs 12 and 13 below and identify there]*
10.	Put/Call Options:	[Not Applicable] [Call Option] [Residual Maturity Call Option] [Squeeze-out Call Option] [Optional Make-Whole Redemption by the Issuer] [Put Option] [(further particulars specified below)]
11.	Date of the corporate authorisations for issuance of the Notes:	[ ]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

12.	**Fixed Rate Note Provisions (Condition 4(a))**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Rate[s] of Interest:	[ ] per cent. *per annum* payable in arrear on each Interest Payment Date.
	(ii) Interest Payment Date[s]:	[ ] in each year
	(iii) Fixed Coupon Amount[s]:	[ ] per Specified Denomination
	(iv) Broken Amount[s]:	[ ] per Specified Denomination, payable on the Interest Payment Date falling [in/on] [ ] [Not Applicable]
	(v) Day Count Fraction (Condition 4(i)):	[Actual/Actual]

		[Actual/Actual – ISDA]
		[Actual/365 (FBF)]
		[Actual/365 (Fixed)]
		[Actual/Actual (FBF)]
		[Actual/360]
		[Actual/365 (Sterling)]
		[30/360], [360/360] or [Bond Basis]
		[30E/360] or [Eurobond Basis]
		[30E/360 (FBF)]
		[30E/360 (ISDA)]
		[Actual/Actual-ICMA]
		[Not applicable]
	(vi) Determination Dates (Condition 4(i)):	[ ] in each year (*Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))[Not Applicable]*
13.	**Floating Rate Note Provisions (Condition 4(b))**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Interest Period[s]:	[ ]
	(ii) Specified Interest Payment Dates:	[[ ] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (iv) below] / [not subject to any adjustment]
	(iii) First Interest Period Date:	[ ]
	(iv) Business Day Convention (Condition 4(b)):	[Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]
	(v) Business Centre[s] (Condition 4(i)):	[ ] (*Note that this item relates to interest period end dates and not to the date and place of payments to which item 21 relates*)
	(vi) Manner in which the Rate[s] of Interest is/are to be determined:	[FBF Determination/Screen Rate Determination-IBOR/Linear Interpolation]
	(vii) Interest Period Dates:	[Not Applicable/*Specify dates*]
	(viii) Party responsible for calculating the Rate[s] of	[ ]

	Interest and Interest Amount[s] (if not the Calculation Agent):	
(ix)	FBF Determination:	[Applicable/Not Applicable] (*if not applicable, delete the remaining sub-paragraphs of this paragraph*)
	– Floating Rate:	[ ]
	– Floating Rate Determination Date (*Date de Détermination du Taux Variable*):	[ ]
(x)	Screen Rate Determination-IBOR:	[Applicable/Not Applicable] (*if not applicable, delete the remaining sub-paragraphs of this paragraph*)
	– Reference Rate:	[EURIBOR/ EUR CMS]
	– Relevant Financial Centre:	[ ]
	– Interest Determination Date:	[ ]
	– Relevant Screen Page:	[ ] (*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate*)
(xi)	Linear Interpolation	[Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
	– Applicable Maturity:	[ ]
(xii)	Margin[s]:	[+/-][ ] per cent. *per annum*
(xiii)	Minimum Rate of Interest:	[[Zero /[•]] per cent. *per annum*]
(xiv)	Maximum Rate of Interest:	[[ ] per cent. *per annum* / Not applicable]
(xv)	Day Count Fraction (Condition 4(i)):	[Actual/Actual] [Actual/Actual – ISDA] [Actual/365 (FBF)] [Actual/365 (Fixed)] [Actual/Actual (FBF)] [Actual/360] [Actual/365 (Sterling)] [30/360], [360/360] or [Bond Basis]

	[30E/360] or [Eurobond Basis]
	[30E/360 (FBF)]
	[30E/360 (ISDA)]
	[Actual/Actual-ICMA]
14. **Zero Coupon Note Provisions (Conditions 4(d) and 5(b))**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i) [Amortisation] Yield:	[ ] per cent. *per annum*
(ii) Day Count Fraction in relation to Early Redemption:	[Actual/Actual] [Actual/Actual – ISDA] [Actual/365 (FBF)] [Actual/365 (Fixed)] [Actual/Actual (FBF)] [Actual/360] [Actual/365 (Sterling)] [30/360], [360/360] or [Bond Basis] [30E/360] or [Eurobond Basis] [30E/360 (FBF)] [30E/360 (ISDA)] [Actual/Actual-ICMA]

PROVISIONS RELATING TO REDEMPTION

15. **Call Option (Condition 5(d))**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
(i) Optional Redemption Date[s]:	[ ]
(ii) Optional Redemption Amount[s] of each Note:	[[ ] per Specified Denomination]/[Condition 5(b) applies]
(iii) If redeemable in part:	
(a) Minimum Redemption Amount:	[ ] per Specified Denomination
(b) Maximum Redemption Amount:	[ ] per Specified Denomination

	(iv) Notice period:	[As per Conditions] /[not less than [●] days nor more than [●] days]
16.	**Residual Maturity Call Option (Condition 5(e))**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Initial Residual Maturity Call Option Date:	[ ]
	(ii) Notice period:	[As per Conditions] /[not less than [●] days nor more than [●] days
17.	**Squeeze-out Call Option (Condition 5(f))**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Minimum Percentage:	[ ] per cent.
	(ii) Notice period:	[As per Conditions] /[not less than [●] days nor more than [●] days]
18.	**Optional Make-Whole Redemption by the Issuer (Condition 5(g))**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Early Redemption Margin:	[ ] per cent.
	(ii) Reference Benchmark Security:	[ ]
	(iii) Reference Dealers:	[ ]/[As per Conditions]
	(iv) Make-whole Calculation Agent:	[ ]
19.	**Put Option (Condition 5(h))**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Optional Redemption Date[s]:	[ ]
	(ii) Optional Redemption Amount[s] of each Note:	[[ ] per Specified Denomination]/[Condition 5(b) applies]
	(iii) Notice period:	[As per Conditions] /[not less than [●] days nor more than [●] days]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

20. Form of Notes:	[Dematerialised Notes/Materialised Notes] (*Materialised Notes are only in bearer form*) [*Delete as appropriate*]
(i) Form of Dematerialised Notes:	[Applicable/Not Applicable] (If applicable, s*pecify whether bearer dematerialised form (au porteur) / registered dematerialised form (au nominatif administré) / fully registered dematerialised form (au nominatif pur))*
(ii) Registration Agent:	[Not Applicable/If Applicable, give name and details] (*Note that a Registration Agent may be appointed in relation to Dematerialised Notes in fully registered form (au nominatif pur) only*)
(iii) Temporary Global Certificate:	[Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Notes on [•] (the "**Exchange Date**"), being 40 calendar days after the Issue Date subject to postponement as provided in the Temporary Global Certificate]
(iv) Applicable TEFRA exemption:	[C Rules/D Rules/Not Applicable] (*Only applicable to Materialised Notes*)
21. Financial Centre[s] (Condition 6(h)):	[Not Applicable/give details] *(Note that this item refers to the date and place of payment and not interest period end dates to which item 13(v) relates)*
22. Talons for future Coupons to be attached to Definitive Materialised Notes (and dates on which such Talons mature) (Condition 6(f)):	[Yes/No/Not Applicable. *If yes, give details***]** (*Only applicable to the Materialised Notes*) [The Materialised Notes provide that the relevant Coupons are to become void upon the due date for redemption of those Notes] [The Materialised Notes provide that upon the due date for redemption of any such Materialised Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.]
23. Details relating to Instalment Notes (Condition 5(a)):	[Not Applicable/*give details*]
(i) Instalment Amount[s]:	[ ]
(ii) Instalment Date[s]:	[ ]
(iii) Minimum Instalment Amount:	[ ]
(iv) Maximum Instalment Amount:	[ ]

24.	Representation of holder of Notes/Masse	Condition 10 applies. [*Insert below details of Representative and alternate Representative and remuneration, if any*: Name and address of the Representative: [●] Name and address of the alternate Representative: [●]] [The Representative will be entitled to a remuneration of [●] per year/The Representative will not be entitled to a remuneration] [*If the Notes are held by a sole Noteholder, insert the wording below:* As long as the Notes are held by a sole Noteholder, it shall exercise all rights and obligations assigned by law to the Representative and the Masse. A Representative will be appointed as soon as the Notes are held by several Noteholders.]
25.	Possibility to request identification information of the Noteholders as provided by Condition 1(a)(i):	[Not Applicable/Applicable]

[**PURPOSE OF FINAL TERMS**

These Final Terms comprise the final terms required for the admission to trading on the [*specify relevant regulated market*] of the Notes described herein pursuant to the Euro 2,500,000,000 Euro Medium Term Note Programme of SAGESS.]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [(*Relevant third party information*) has been extracted from (*specify source*). 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 (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: ....

Duly authorised

PART B – OTHER INFORMATION

1 LISTING AND ADMISSION TO TRADING

(i) Listing and Admission to trading[1]:	[Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Notes issued to be listed and admitted to trading on [Euronext Paris] [*other*] with effect from [ ].]
(ii) Estimate of total expenses related to admission to trading:	[ ]

2 RATINGS

Ratings[2]:	[Not Applicable] [The Notes to be issued [are expected to be/have been] rated: [S&P: [ ]] [[Other]: [ ]]
	Insert one (or more) of the following options, as applicable:
	[[*Insert credit rating agency*] is established in the European Union, is registered under Regulation (EC) No. 1060/2009, as amended (the "**EU CRA Regulation**"), and is included in the list of credit rating agencies registered in accordance with the EU CRA Regulation published on the European Securities and Markets Authority's website (https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation).**]**
	[[*Insert credit rating agency*] is [not] established in the European Union [nor has/and has not] applied for registration under Regulation (EC) No 1060/2009, as amended (the "EU CRA Regulation")[.][, but is endorsed by [*insert credit rating agency*] which is established in the European Union, registered under the EU CRA Regulation and is included in the list of credit rating agencies registered in accordance with the EU CRA Regulation published on the European Securities and Markets Authority's website (https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation).].
	[[The rating [*insert credit rating agency*] has given to the Notes is endorsed by a credit rating agency which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").]
	[[*Insert credit rating agency*] has been certified under Regulation (EU) No 1060/2009 as it forms part of UK

[1] Where documenting a fungible issue need to indicate that original securities are already admitted to trading.

[2] This disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, this rating.

domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").]

(*The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.*)]

[Include a brief explanation of the meaning of the rating, e.g.: *According to S&P's rating system, an obligor rated 'BBB' has adequate capacity to meet its financial commitments. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitments. The addition of pluses and minuses provides further distinctions within the ratings range*.]

3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

[Not Applicable]

(*Need to include a description of any interest, including a conflict of interests, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:* [1])

"Save as discussed for any fees payable to the Managers and Dealers, so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."] *(Amend as appropriate if there are other interests)*

4 [REASONS FOR THE OFFER, [USE OF PROCEEDS] AND ESTIMATED NET PROCEEDS

[(i) Reasons for the offer:	[ ] (*See ["Use of Proceeds"] wording in the Base Prospectus – if reasons for offer are different from the ["Use of Proceeds"] wording of the Base Prospectus, will need to include those reasons here.)*]
[(ii)] Estimated net proceeds	[ ] *(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.*)

5 [Fixed Rate Notes only – YIELD

Indication of yield:	[●] per cent. *per annum* The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

6 [Floating Rate Notes only - HISTORIC INTEREST RATES

Details of performance of [EURIBOR/EUR CMS] [*replicate other as specified in the Conditions*] rates can be obtained [but not] free of charge from [*Reuters/Bloomberg/give details of electronic means of obtaining the details of performance*].]

[1] When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the EU Prospectus Regulation.

7 [Notes Linked to a Benchmark only – BENCHMARK

[Amounts payable under the Notes will be calculated by reference to [•] which is provided by [*date*]. As at [*date*],[*name of administrator*] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011), as amended (the "**EU Benchmarks Regulation**").]/[On [*date*], [*name of administrator*] appears in the register of administrators and benchmarks established and maintained by the Financial Conduct Authority in the United Kingdom [and as far as the Issuer is aware, the transitional provisions in Article 51 of the EU Benchmarks Regulation apply, such that [*name of administrator*] is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence)].]/[Not Applicable]

8 OPERATIONAL INFORMATION

(i) ISIN:	[ ] [until the Exchange Date, [ ] thereafter]
(ii) Common Code:	[ ] [until the Exchange Date, [ ] thereafter]
(iii) Depositaries:	
Euroclear France to act as Central Depositary	[Yes/No]
Common Depositary for Euroclear and Clearstream Luxembourg	[Yes/No]
(iv) Any clearing system[s] other than Euroclear and Clearstream, Luxembourg and the relevant identification number[s]:	[Not Applicable/*give name(s) and number(s) [and address(es)]]*
(v) Delivery:	Delivery [against/free of] payment
(vi) Names and addresses of initial Paying Agent[s]	[ ]
(vii) Names and addresses of additional Paying Agent[s] (if any):	[ ]
(viii) The aggregate principal amount of Notes issued has been translated into Euro at the rate of *[currency]* [ ] per Euro 1.00, producing a sum of:	[Not Applicable/Euro [ ]] (*Only applicable for Notes not denominated in Euro*)

9 DISTRIBUTION

(i) Method of distribution	[syndicated/non-syndicated]
(ii) If syndicated, names of Managers:	[Not Applicable/*give names*]
(iii) Date of [Subscription] Agreement:	[●]
(iv) Stabilisation Manager[s] (if any):	[Not Applicable/*give name*]
(v) If non-syndicated, name of Dealer:	[Not Applicable/*give name*]
(vi) Applicable TEFRA Category:	[TEFRA C applies to the Materialised Notes/TEFRA D applies to the Materialised Notes/TEFRA not applicable to Dematerialised Notes]

SUBSCRIPTION AND SALE

OVERVIEW OF DEALER AGREEMENT

Subject to the terms and on the conditions contained in a dealer agreement dated 15 May 2023 (the "**Dealer Agreement**") between the Issuer, Natixis as Arranger and HSBC Continental Europe and Natixis as Permanent Dealers, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

SELLING RESTRICTIONS

United States

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act ("**Regulation S**").

Notes in bearer form having a maturity of more than one year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder.

Materialised Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) or any successor regulation issued under the U.S. Internal Revenue Code of 1986 as amended (**the "Code**") section 4701(b) that contains rules identical to the rules that currently apply under Code section 163(f)(2)(B) (the "**D Rules**") unless (i) the relevant Final Terms states that such Materialised Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) or any successor regulation issued under Code section 4701(b) that contains rules identical to the rules that currently apply under Code section 163(f)(2)(B) (the "**C Rules**") or (ii) such Materialised Notes are issued other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable. TEFRA will not apply to Dematerialised Notes.

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Dealer Agreement, it will not offer, sell or, in the case of Materialised Notes, deliver the Notes of any identifiable Tranche, (i) as part of their distribution at any time or (ii) otherwise until 40 calendar days after the completion of the distribution of any identifiable Tranche (the "**distribution compliance period**") within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding sentence have the meanings given to them by Regulation S.

In addition, until calendar 40 days after the commencement of the offering of any identifiable tranche of Notes, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering of such tranche of Notes) may violate the registration requirements of the Securities Act.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States. Distribution of this Base Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States, is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States, is prohibited.

Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area.

For the purposes of this provision:

the expression "**retail investor**" means a person who is one (or both) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of EU MiFID II; or

(ii) a customer within the meaning of Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II.

Prohibition of Sales to United Kingdom Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom.

For the purposes of this provision: the expression "retail investor" means a person who is one (or both) of the following:

(i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (EUWA); or

(ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA.

Additional United Kingdom Selling Restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(i) in relation to any Notes having a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

(ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

France

Each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that:

(i) it has only offered or sold and will only offer or sell, directly or indirectly, Notes in France to qualified investors (*investisseurs qualifiés*) as referred to in Article L. 411-2 of the French *Code monétaire et financier* and defined in Article 2(e) of the EU Prospectus Regulation, and it has only distributed or caused to be distributed and will only distribute or cause to be distributed, in France to such qualified investors, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes; and

(ii) Materialised Notes may only be issued outside of France.

Japan

Each Dealer has acknowledged and each further Dealer appointed under the Programme will be required to acknowledge that the Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended) (the "**Financial Instruments and Exchange Act**") and agrees or will agree, as the case may be, that it will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident in Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to other for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan.

Republic of Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed that, save as set out below, it has not offered or sold, and will not offer or sell, any Notes in the Republic of Italy in an offer to the public and that sales of the Notes in the Republic of Italy shall be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulation.

Accordingly, each of the Dealers has represented and agreed that it will not offer, sell or deliver any Notes or distribute copies of this Base Prospectus and any other document relating to the Notes in the Republic of Italy except:

(i) to "qualified investors", as defined in the EU Prospectus Regulation; or

(ii) in any other circumstances where an express exemption from compliance with the offer restrictions applies, as provided under the EU Prospectus Regulation, Decree No. 58 or Regulation No. 11971.

Any such offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in the Republic of Italy must be:

(a) made by an investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 385 of 1 September 1993 as amended, Decree No. 58, CONSOB Regulation No. 20307 of 15 February 2018, as amended and any other applicable laws and regulations;

(b) in compliance with Article 129 of Legislative Decree No. 385 of 1 September 1993, as amended, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy and the relevant implementing guidelines of the Bank of Italy issued on 25 August 2015 (as amended on 10 August 2016 and 2 November 2020); and

(c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or any other Italian authority.

General

These selling restrictions may be modified by the agreement of the Issuer and the relevant Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in a supplement to this Base Prospectus.

No action has been taken in any jurisdiction that would permit a non-exempt offer of any of the Notes, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

The Dealer has agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms and neither the Issuer nor any other Dealer shall have responsibility therefor.

GENERAL INFORMATION

1 This Base Prospectus received the approval no. 23-164 on 15 May 2023 from the AMF. The AMF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation.

The Base Prospectus shall be valid for admission to trading of Notes on a Regulated Market for twelve (12) months after the approval by the AMF, until 15 May 2024 provided that it is completed by one or more supplements, pursuant to Article 23 of the EU Prospectus Regulation, following the occurrence of a significant new factor, a material mistake or a material inaccuracy relating to the information included (including information incorporated by reference) in this Base Prospectus which may affect the assessment of the Notes. After such date, the Base Prospectus will expire and the obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will no longer apply.

The AMF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the EU Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer and of the quality of the Notes which are subject to this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

Notes may also be issued pursuant to the Programme which will not be listed and admitted to trading on Euronext Paris or any other stock exchange or which will be listed or admitted to trading on such Regulated Market as the Issuer and the relevant Dealer(s) may agree.

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

3 For this purpose, on 15 December 2022, the Board of Directors (*Conseil d'administration*) of the Issuer has authorised for a duration of one year from 15 December 2022, the issue of Notes up to an aggregate nominal amount of €1,200,000,000.

4 As at the date of this Base Prospectus, to the extent known by the Issuer, there are no potential conflict of interest between the duties of the members of the Board of Directors (*Conseil d'administration*) of the Issuer to the Issuer and their private interest and other duties.

5 There has been no significant change in the financial position or financial performance of the Issuer since 31 December 2022, and no material adverse change in the prospects of the Issuer since 31 December 2022.

6 The Issuer is not or has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the last 12 months preceding the date of this Base Prospectus which may have, or have had in the recent past, significant effects on the Issuer's financial position or profitability.

7 There are no material contracts that are not entered into the ordinary course of the Issuer's business which could result in the Issuer being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to Noteholders in respect of the Notes being issued.

8 Application may be made for the Notes to be accepted for clearance through Euroclear France and/or Euroclear and Clearstream, Luxembourg. The Common Code and the International Securities Identification Number (ISIN) or the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.

The address of Euroclear France is 66, rue de la Victoire 75009 Paris, France, the address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy L-1855 Luxembourg, Grand-Duchy of Luxembourg.

Dematerialised Notes will be inscribed in the books of Euroclear France (acting as central depositary). Dematerialised Notes which are in registered form (*au nominatif*) are also inscribed either with the Issuer or with the registration agent.

If the Notes are to be cleared through an additional or alternative clearing system, the appropriate information will be specified in the relevant Final Terms.

The Legal Entity Identifier (LEI) of the Issuer is: 96950015LNMQ336X4W81.

9 The statutory auditors of the Issuer for the period covered by the historical financial information are Ernst & Young Audit (1/2 place des saisons, 92400 Courbevoie - Paris La Défense 1, France) and Grant Thornton (29, rue du Pont, 92200 Neuilly-sur-Seine, France). They have audited and rendered audit reports on the financial

statements of the Issuer for each of the financial years ended 31 December 2021 and 31 December 2022. Ernst & Young Audit belongs to the *Compagnie Régionale des Commissaires aux Comptes de Versailles et du Centre* and Grant Thornton belongs to the *Compagnie Régionale des Commissaires aux Comptes de Paris*.

10 The following documents can be inspected on the website of the Issuer (*www.sagess.fr/en*)

(i) the up-to-date by-laws (*statuts*) of the Issuer;

(ii) the Final Terms for Notes that are listed and admitted to trading on the Regulated Market of Euronext Paris and/or any other Regulated Market so long such Notes are oustanding; and

(iii) a copy of this Base Prospectus (including any documents incorporated by reference and any Supplements to this Base Prospectus);

and the Agency Agreement (which includes the form of the *Lettre Comptable*, the form of the Temporary Global Certificate and the forms of the Definitive Materialised Notes and the Coupons, Receipts and Talons in relation thereto) will be available for inspection at the specified offices of the Fiscal Agent or each of the Paying Agents during normal business hours, so long as Notes may be issued pursuant to, or are outstanding under, this Base Prospectus.

11 The yield is calculated at the Issue Date on the basis of the Issue Price and the rate of interest applicable to the Notes. It is not an indication of future yield. The yield of the relevant Notes, if applicable, will be stated in the Final Terms of the Notes.

12 In connection with the issue of any Tranche, the Dealer or Dealers (if any) named as the stabilisation manager(s) (the "**Stabilisation Manager(s)**") (or any person acting for the Stabilisation Manager(s)) in the relevant Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the relevant Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of thirty (30) days after the issue date of the relevant Tranche of Notes and sixty (60) days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

13 Amounts payable under the Floating Rate Notes may be calculated by reference to Reference Rates including EURIBOR or EUR CMS which are respectively provided by the European Money Markets Institute ("**EMMI**") with respect to EURIBOR and by the ICE Benchmark Administration Limited ("**ICE**") with respect to CMS Rate. The EMMI has been authorised as regulated benchmark administrator pursuant to Article 34 of the EU Benchmarks Regulation and appears on the public register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the EU Benchmarks Regulation. ICE has been authorised as a regulated benchmark administrator pursuant to Article 34 of the EU Benchmarks Regulation as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "**UK BMR**") and appears on the register of administrators and benchmarks established and maintained by the Financial Conduct Authority (the "**FCA**") pursuant to Article 36 of the UK BMR. As far as the Issuer is aware, the transitional provisions in Article 51 of the EU Benchmarks Regulation apply until 31 December 2023, such that ICE is not, before such date, required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).

The relevant Final Terms in respect of an issue of Floating Rate Notes may specify the relevant benchmark, the relevant administrator and whether such administrator appears on the ESMA register referred to above or in the FCA's register of administrators under Article 36 of the UK BMR, as the case may be.

The registration status of any administrator under the EU Benchmarks Regulation or the UK BMR is a matter of public record and, save where required by applicable law, the Issuer does not intend to update this Base Prospectus or the relevant Final Terms to reflect any change in the registration status of the administrator.

14 In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to "**€**", "**Euro**" or "**euro**" are to the single currency of the participating member states of the European Union which was introduced on 1 January 1999, references to "**£**", "**pounds sterling**" and "**Sterling**" are to the lawful currency of the United Kingdom references to"**¥**", "**Yen**", "**yen**" and "**Japanese Yen**" are to the lawful currency of Japan, references to the "**U.S.**" and the "**United States**" are to the United States of America and references to "**U.S.$**" and "**U.S. Dollars**" are to the lawful currency of the United States of America.

15 Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. Where there is a lending relationship between the Issuer and one or several Dealers, it cannot be excluded that all or part of the proceeds of an issue of Notes be used to repay or reimburse all or part of such loans. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. For the purpose of this paragraph, the term "affiliate" also includes parent companies.

Potential conflicts of interest may arise between the Calculation Agent, if any, for a Tranche of Notes and the Noteholders, including with respect to certain discretionary determinations and judgments that such Calculation Agent may make pursuant to the Terms and Conditions that may influence the amount receivable upon redemption of the Notes.

16 Any websites included in this Base Prospectus are for information purposes only and the information in such websites does not form any part of this Base Prospectus unless that information is incorporated by reference into the Base Prospectus.

PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS

To the best knowledge of the Issuer, the information contained in this Base Prospectus is in accordance with the facts and contains no omission likely to affect the import of such information.

SAGESS
Tour W
102, terrasse Boieldieu
92085 Paris La Défense Cedex
France

Duly represented by:

Pierre-Yves Loiseau, *Président – Directeur Général*
Dated 15 May 2023

Autorité des marchés financiers

This Base Prospectus has been approved by the AMF in its capacity as competent authority under Regulation (EU) 2017/1129, as amended.

The AMF has approved this Base Prospectus after having verified that the information it contains is complete, coherent and comprehensible in accordance with Regulation (EU) 2017/1129, as amended.

This approval should not be considered as a favourable opinion on the Issuer and on the quality of the Notes described in this Base Prospectus. Investors should make their own assessment of the suitability of investing in such Notes.

The Base Prospectus has been approved on 15 May 2023 and is valid until 15 May 2024 and shall during this period, in accordance with Article 23 of Regulation (EU) 2017/1129, as amended, be completed by a supplement to the Base Prospectus in the event of new material facts or substantial errors or inaccuracies. The Base Prospectus has been given the following approval number: 23-164.

Registered Office of the Issuer

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Dealers

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Fiscal Agent, Principal Paying Agent and Calculation Agent

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France

Make-whole Calculation Agent

Aether Financial Services
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Statutory Auditors

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To the Issuer
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in respect of French law

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