



**SUPPLEMENT DATED 6 NOVEMBER 2014  
TO THE BASE PROSPECTUS DATED 28 OCTOBER 2014**

**SOCIÉTÉ GÉNÉRALE**

as Issuer and Guarantor  
(incorporated in France)

and

**SG ISSUER**  
as Issuer  
(incorporated in Luxembourg)

**SGA SOCIÉTÉ GÉNÉRALE  
ACCEPTANCE N.V.**  
as Issuer  
(incorporated in Curaçao)

**SG OPTION EUROPE**  
as Issuer  
(incorporated in France)

**Debt Instruments Issuance Programme**

This supplement (hereinafter the **Supplement**) constitutes a supplement for the purposes of Article 13.1 of the Luxembourg act dated 10 July 2005 on prospectuses for securities (hereinafter the **Prospectus Act 2005**) to the Debt Instruments Issuance Programme Prospectus dated 28 October 2014 (hereinafter the **Base Prospectus**) and approved by (a) the *Commission de Surveillance du Secteur Financier* (hereinafter the **CSSF**) on 28 October 2014 in accordance with Article 7 of the Prospectus Act 2005 implementing Article 13 of the Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC (the **Prospectus Directive**) as amended (which includes the amendments made by Directive 2010/73/EU (the **2010 PD Amending Directive**)) and (b) by the SIX Swiss Exchange Ltd (**SIX Swiss Exchange**) pursuant to its listing rules.

The purpose of this Supplement is to (i) to amend the item C.9 and C.18 of the summary regarding the Substitute Final Redemption Amount (ii) correct the description of the Issuer SGA Société Générale Acceptance N.V. and (iii) amend the Redemption for regulatory reasons clause of the Terms and Conditions as described hereinafter. In particular, the amendments made to the sections entitled "*Terms and Conditions of the English Law Notes and the Uncertificated Notes*" and "*Terms and Conditions of the French Law Notes*", respectively, shall only apply to Final Terms, the date of which falls on or after the approval of this supplement."

This Supplement completes, modifies and must be read in conjunction with the Base Prospectus.

Full information on the Issuers and the offer of any Notes is only available on the basis of the combination of the Base Prospectus and this Supplement.

Unless otherwise defined in this Supplement, terms used herein shall be deemed to be defined as such for the purposes of the relevant Terms and Conditions of the Notes set forth in the Base Prospectus.

To the extent that there is any inconsistency between (i) any statement in this Supplement and (ii) any other statement in the Base Prospectus, the statements in (i) above will prevail.

To the best of the knowledge and belief of each Issuer and the Guarantor, no other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus has arisen or been noted, as the case may be, since the publication of the present supplement.

In accordance with Article 13.2 of the Prospectus Act 2005, investors who have already agreed to purchase or subscribe for the securities before this Supplement is published have the right, exercisable within a time-limit of two business days after the publication of this Supplement (no later than 10 November 2014) to withdraw their acceptances.

**AMENDMENTS TO THE BASE PROSPECTUS**

**1/ Summary**

On page 16, into item C.9, and on page 25, into item C.18, into paragraph related to “Redemption”, the sub-item related to the Substitute Final Redemption Amount is modified as follows (removal are highlighted by using the strikethrough format and the insertion with the Font Colour Red):

<p>Interest Amount and/or the Redemption Amount switch at the option of the Issuer:</p>	<p>[Substitute Fixed Coupon Amount:[●]]          [Additional Substitute Fixed Coupon Amount: [●]]          Market Value for the Switch: [●]          [Substitute Final Redemption Amount <del>of the switch</del> : [●]]          Optional Modification Date(s): [●]</p>
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**2/ Description of Société Générale Acceptance N.V.**

On page 905, item 8.1 is deleted and replaced as follows (removal are highlighted by using the strikethrough format and the insertion with the Font Color Red):

**8.1** Pursuant to Article 8 of its articles of association, SGA Société Générale Acceptance N.V. is managed by a management consisting of one or more managing directors under the supervision of a board of supervisory directors, consisting of one or more supervisory directors.

The members of the management board are TMF ~~(Netherlands Antilles) Curaçao N.V. (the statutory director of which is TMF Curaçao N.V., of which Evert Rakers is the sole statutory director)~~, Eric Rabin and Jérôme Gherchanoc.

The sole member of the supervisory board is Christophe Leblanc.

Eric Rabin, Jérôme Gherchanoc and Christophe Leblanc currently hold full-time management positions at Société Générale.

**The statutory directors of TMF Curaçao N.V. are Evert Rakers and Jeannet Rozema.**

~~TMF Curaçao N.V. currently holds the positions of Managing Director of TMF (Netherlands Antilles) N.V. and Evert Rakers holds the position of Managing Director of TMF Curaçao N.V.~~

The business address of Eric Rabin, Jérôme Gherchanoc and Christophe Leblanc is Société Générale, Tour Société Générale, 92987 Paris-La Défense 7, Cedex, France.

The business address for all other directors of SGA Société Générale Acceptance N.V., including the directors of TMF ~~(Netherlands Antilles) Curaçao N.V.~~, is that of the head office of SGA Société Générale Acceptance N.V. (as above).

**2/ On page 240 of the “Terms and Conditions of the English Law Notes and the Uncertificated Notes” and on page 292 of the “Terms and Conditions of the French Law Notes”, paragraph 5.3 is deleted and replaced as follows (removal are highlighted by using the strikethrough format and the insertion with the Font Color Red):**

Any Series of Notes may be redeemed at the option of the Issuer or, as the case may be, the Guarantor, in whole, but not in part, at any time on giving not less than 30 nor more than 45 days' notice to the Fiscal Agent and, in accordance with Condition 13, the Noteholders (which notice shall be irrevocable), if a Regulatory Event occurs.

**Regulatory Event** means, following the occurrence of a Change in Law with respect to the Issuer and/or Société Générale as Guarantor or in any other capacity (including without limitation as hedging counterparty of the Issuer, market maker of the Notes or direct or indirect shareholder **or sponsor** of the Issuer) or any of its affiliates involved in the issue of the Notes (hereafter the **Relevant Affiliates** and each of the Issuer, Société Générale and the Relevant Affiliates, a **Relevant Entity**) that, after the Issue Date of the Notes, (i) any Relevant Entity would incur a materially increased (as compared with circumstances existing prior to such event) amount of tax, duty, **liability**, penalty, expense, fee, cost or regulatory capital charge however defined or collateral requirements **including for performing its obligations under the Notes or hedging the Issuer's obligations under the Notes, including, without limitations**, due to clearing requirements of, or the absence of, clearing of the transactions entered into in connection with the issue of, **or hedging the Issuer's obligations under**, the Notes, (ii) it is or will become for any Relevant Entity impracticable, impossible (in each case, after using commercially reasonable efforts), unlawful, illegal or otherwise prohibited or contrary, in whole or in part, under any law, regulation, rule, judgment, order or directive of any governmental, administrative or judicial authority or power, applicable to such Relevant Entity (a) to hold, acquire, issue, reissue, substitute, maintain, redeem, or as the case may be, guarantee, the Notes, (b) to **acquire, hold, sponsor or dispose of any asset(s) (or any interests thereof) or any other transaction(s) such Relevant Entity may use in connection with the issue of the Notes or to hedge the Issuer's obligations under the Notes**, (c) to perform obligations in connection with, the Notes or any contractual arrangement entered into between the Issuer and Société Générale or any Relevant Affiliate (including without limitation to hedge the Issuer's obligations under the Notes) or (d) to hold, acquire, maintain, increase, substitute or redeem all or a substantial part of its direct or indirect shareholding in the Issuer's capital or the capital of any Relevant Affiliate **or to directly or indirectly sponsor the Issuer or any Relevant Affiliate**, or (iii) there is or may be a material adverse effect on a Relevant Entity in connection with the issue of the Notes.

**Change in Law** means (i) the adoption, enactment, promulgation, execution or ratification of any applicable new law, regulation or rule (including, without limitation, any applicable tax law, regulation or rule) after the Issue Date of the Notes, (ii) the implementation or application of any applicable law, regulation or rule (including, without limitation, any applicable tax law, regulation or rule) already in force on the Issue Date of the Notes but in respect of which the manner of its implementation or application was not known or unclear at the Issue Date, or (iii) the change of any applicable law, regulation or rule existing at the Issue Date of the Notes, or the change in the interpretation or application **or practice relating thereto**, existing on the Issue Date of the Notes of any applicable law, regulation or rule, by any competent court, tribunal, regulatory authority or any other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any additional or alternative court, tribunal, authority or entity, to that existing on the Issue Date).

Upon redemption of the Notes pursuant to this Condition 5.3, each Noteholder will be entitled to receive an early redemption amount (the **Early Redemption Amount**) determined in accordance with Condition 5.9.

## **DOCUMENTS AVAILABLE**

Copies of this Supplement can be obtained, without charge, from the head office of each Issuer and the specified office of each of the Paying Agents, in each case, at the address given at the end of the Base Prospectus.

This Supplement will be published on the website of:

- the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and
- the Issuers (<http://prospectus.socgen.com>) via one of the following paths:

SOCIÉTÉ GÉNÉRALE -> Debt Issuance Program -> 2014 -> Supplement 2014;

## **RESPONSIBILITY**

Each Issuer and the Guarantor accept responsibility for the information contained in or incorporate into this Supplement.

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