

SOCIÉTÉ GÉNÉRALE SFH
€ 70,000,000,000
Euro Medium Term Note Programme
for the issue of *obligations de financement de l'habitat*

SECOND SUPPLEMENT DATED 13 April 2023

TO THE BASE PROSPECTUS DATED 26 JULY 2022

This Second supplement (the *Second Supplement*) is supplemental to, and should be read in conjunction with, the base prospectus dated 26 July 2022 which was granted visa n°22-321 on 26 July 2022, as supplemented by the First Supplement dated 13 October 2022 that received approval n°22-417 (the *Base Prospectus*), prepared by Société Générale SFH (the *Issuer*) with respect to its € 70,000,000,000 Euro Medium Term Note Programme (the *Programme*).

The Base Prospectus, as supplemented (including by this Second Supplement), constitutes a base prospectus for the purpose of Regulation (EU) 2017/1129 (the *Prospectus Regulation*). Terms defined in the Base Prospectus have the same meaning when used in this Second Supplement.

The Issuer has prepared this Second Supplement pursuant to article 23 of the Prospectus Regulation for the purposes of :

- Updating the Base Prospectus with the 2022 Annual Financial Report of the Issuer;
- Updating the article R513-8-1 *Code Monétaire et financier*.

Application has been made to the *Autorité des marchés financiers* (the *AMF*) as competent authority under the Prospectus Regulation for approval of this Second Supplement. The AMF only approves this Second Supplement to the Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation, such approval should not be considered as an endorsement of the quality of the Notes. Investors should make their own assessment as to the suitability of investing in the Notes.

Save as disclosed in this Second Supplement, no other significant new factor, material mistake or material inaccuracy relating to the information included in the Base Prospectus has arisen or been noted, as the case may be, since the publication of the Base Prospectus. To the extent that there is any inconsistency between (a) any statement in this Second Supplement and (b) any other statement in, or incorporated by reference in, the Base Prospectus, the statements in (a) above will prevail.

In accordance with Article 23(2) of the Prospectus Regulation, to the extent applicable, investors who have already agreed to purchase or subscribe for the Notes before this Second Supplement is published have the right, exercisable within two (2) working days after the publication of the supplement (no later than 18 April 2023), to withdraw their acceptances, provided that the significant new factor, material mistake or material inaccuracy arose or was noted before the closing of the offer period or the delivery of the Notes, whichever occurs first. Investors may contact the Authorised Offerer(s) should they wish to exercise the right of withdrawal.

This Second Supplement will be published so long as Notes are admitted to trading on Euronext Paris, the regulated market of the Luxembourg Stock Exchange and/or any other such regulated market in accordance with the Prospectus Regulation, the Final Terms relating to such Notes will be available on the websites of the AMF (www.amf-france.org) and/or the Luxembourg Stock Exchange (www.bourse.lu) and/or any other such regulated market, as the case may be, and of the Issuer (<http://prospectus.socgen.com>).

APPROVAL FROM THE *AUTORITE DES MARCHES FINANCIERS*

This Second Supplement has been approved on 13 April 2023 under the approval number n°23-116 by the AMF, in its capacity as competent authority under Regulation (EU) 2017/1129.

The AMF has approved this Second Supplement after having verified that the information it contains is complete, coherent and comprehensible.

This approval is not favourable opinion on the Issuer and on the quality of the Notes described in this Second Supplement. Investors should make their own assessment of the opportunity to invest in such Notes.

1.1 AMENDEMENTS TO GENERAL DESCRIPTION OF THE PROGRAMME

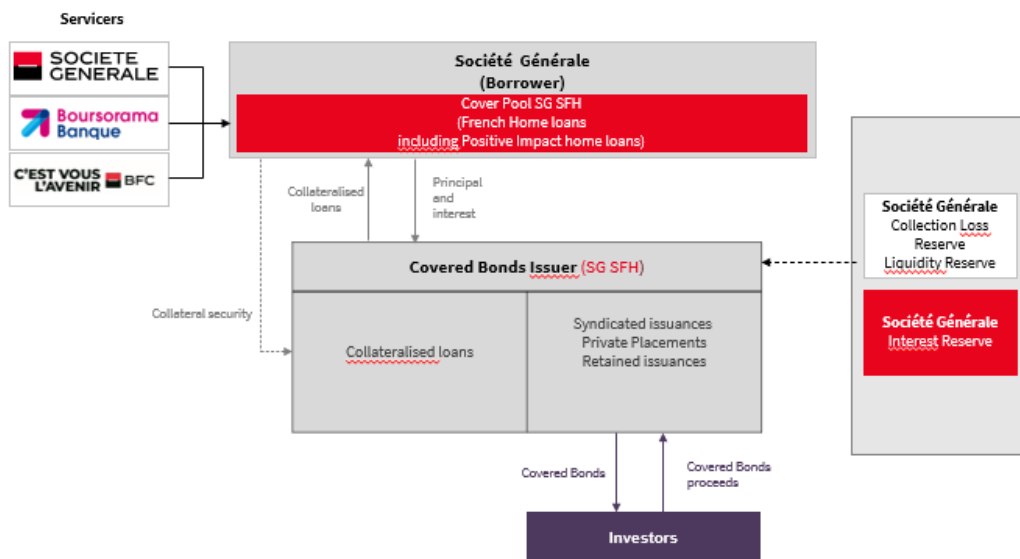
1.1.1 In section “**GENERAL DESCRIPTION OF THE PROGRAMME**” on pages 8 to 17, in part “**II. THE PROGRAMME**” the subparagraph headed “**Extended Maturity Date**” on page 11 is deleted and replaced as follows:

Extended Maturity Date: Subject to compliance with all relevant laws, regulations and directives, upon the occurrence of any of the following events (if so specified in the relevant Final Terms of a Series of Notes in accordance with Condition 6(a) (“*Final Redemption*”)), the Maturity Date of the Notes shall be extended (the *Extended Maturity Date*):

- a. in the event of a default of payment, on the Maturity Date initially set by the *société de financement de l’habitat*, of the principal or interest on a loan granted by the *société de financement de l’habitat* to a credit institution and secured by the remittance, assignment or pledge of receivables pursuant to Articles L. 211-38 to L. 211-40 or Articles L. 313-23 to L. 313-35 of the French Monetary and Financial Code, whether or not these receivables are of a professional nature, or in the event of a default of payment, by the credit institution issuing promissory notes subscribed by the *société de financement de l’habitat* in accordance with the terms and conditions defined in Articles L. 313-43 to L. 313-48 of the French Monetary and Financial Code, of the principal or interest on such promissory notes;
- b. in the event of a default of payment by the *société de financement de l’habitat*, on the Maturity Date initially set by the *société de financement de l’habitat*, of the principal or interest of the *obligations de financement de l’habitat*;
- c. in the event a credit institution benefiting from loans granted by the *société de financement de l’habitat* and secured by the remittance, assignment or pledge of receivables pursuant to Articles L. 211-38 to L. 211-40 or Articles L. 313-23 to L. 313-35 of the French Monetary and Financial Code, whether or not these receivables are of a professional nature, or in the event a credit institution issuing promissory notes subscribed by the *société de financement de l’habitat* in accordance with the terms and conditions defined in Articles L. 313-43 to L. 313-48 of the French Monetary and Financial Code, is subject to safeguard proceedings (*procédure de sauvegarde*), judicial reorganisation or liquidation proceedings (*procédure de redressement ou de liquidation judiciaires*) or resolution proceedings opened pursuant to Article L. 613-49 of the French Monetary and Financial Code;
- d. in the event a *société de financement de l’habitat* is subject to safeguard proceedings (*procédure de sauvegarde*), judicial reorganisation or liquidation proceedings (*procédure de redressement ou de liquidation judiciaires*) or resolution proceedings opened pursuant to Article L. 613-49 of the French Monetary and Financial Code,

(a *Maturity Extension Trigger Event*).

1.1.2 In section “**GENERAL DESCRIPTION OF THE PROGRAMME**”, part “IV STRUCTURE DIAGRAM” on page 17 is deleted and replaced as follows:



1.2 RISK FACTORS

1.2.1 In section “**RISK FACTORS**” on pages 18 to 20, risk factors “*Liquidity Risks*” and “*2.1 Macroeconomic, geopolitical and market risks*” in the sub-section “*2. Risks related to the macroeconomic, geopolitical, market, legal and regulatory environments*” are deleted and replaced as follows:

“This section identifies the main risk factors that the Issuer estimates could have a significant effect on its business, profitability, solvency or access to financing.

The risks inherent to the Issuer’s activity are presented below under five main categories, in accordance with Article 16 of the Prospectus Regulation:

1. liquidity risks;
2. risks related to the macroeconomic, geopolitical, market and regulatory environments;
3. credit and counterparty risks;
4. operational risks; and
5. structural risks.

“1. Liquidity risks

The Issuer’s liquidity risk is defined as the risk of not being able to meet its payment obligations under the Notes when they fall due, because of the temporary lags between the amortization profile of its assets and liabilities. A number of exceptional measures taken by governments, central banks and regulators as well as a downgrade in Société Générale group’s (including the Issuer, the **Group**) external rating or in the sovereign rating of the French State could have a significant negative impact on the Issuer’s cost of financing, its access to liquidity. Moreover, a lack of liquidity could have a significant negative impact on the Issuer’s capacity to repay the Notes on a short-term period. As of 31 December 2022, the maximum exposure of the Issuer for the next 180 days could be estimated up to 2.85 billion euros, representing the maximum cumulated amount of Notes falling due under this period. From a long-term perspective, the

negative impact is lowered due to the ability of the Issuer to gather the necessary cash-flows under the collateralised assets.

Furthermore, in past crises (such as the 2008 financial crisis, the Eurozone sovereign debt crisis, the tensions on the financial markets linked to the Covid-19 pandemic before the intervention of the central banks or more recently the tensions linked to the crisis in Ukraine), access to financing from European banks was intermittently restricted or subject to less favorable conditions. If unfavorable debt market conditions were to reappear following a new systemic or Group-specific crisis, the effect on the liquidity of the European financial sector in general could be very significantly unfavorable and could have a negative impact on the average interest margin between the cover pool assets and the Notes of Société Générale SFH, without affecting its financial situation and its social accounts.

In any case, if the Issuer is not able to cover its liquidity needs, the Issuer's ability to make payments under the Notes may be negatively affected. As a result, Noteholders could lose all or a substantial part of their investment in the Notes. However, as a specialized credit institution, the Issuer is subject to the production of indicators making it possible to measure, manage and monitor this risk (see section entitled "*Summary of the legislation and regulations relating to sociétés de financement de l'habitat and other legal issues*"). In addition, there are some structural mitigants allowing the Issuer to reduce its liquidity risk exposure such as the "Pre-Maturity Test" described more fully in section entitled "*Relationship between Société Générale SFH and Société Générale*". As of 31 December 2022, none of the threshold of these indicators has been triggered.

With respect to the liquidity coverage requirements pursuant to the CRD V package (as defined below), at the date of this Base Prospectus, the Issuer is not obliged to hold stocks of liquid assets to maintain its Liquidity Coverage Ratio (LCR) beyond 100%. Nonetheless, the Issuer's LCR is structurally higher than 100%. At the 31 December 2022, the Issuer also complies with the minimum requirement of 100% regarding the Net Stable Funding Ratio (NSFR).

To finance any temporary liquidity needs, the Issuer also benefits from the ALM management tools and instruments provided to it by the laws and regulations applicable to SFH in order to fund temporary liquidity needs. See section entitled "*Summary of the legislation and regulations relating to sociétés de financement de l'habitat and other legal issues for the full list of these tools and instruments*"

2. Risks related to the macroeconomic, geopolitical, market, legal and regulatory environments

2.1 Macroeconomic, geopolitical and market risks

The global economic and financial context, geopolitical tensions, as well as the context of the markets in which the Issuer operates, may adversely affect the Issuer's activities, financial position and results of operations.

Significant deteriorations in market and economic conditions resulting from, in particular, crises affecting capital or credit markets, liquidity constraints, regional or global recessions, sharp fluctuations in currency exchange rates or interest rates, inflation or deflation, rating downgrades, restructuring or defaults of sovereign or private debt, or adverse geopolitical events (including acts of terrorism and military conflicts) could affect the origination of guaranteed home loans (GHL).

The economic environment remains uncertain despite the good performance of industry and world trade in 2022. The economic activity is expected to slow due to the loss of household purchasing power and the tightening of economic policies. Nevertheless, the resilience of labor markets combined with abundant household savings in the advanced economies has prevented a recession in 2022.

In France, the good growth performance during the 2016-2019 period and low interest rates have fostered an upturn in the housing market. A reversal of activity in this area could have a material adverse effect on the origination of GHL by decreasing demand for loans and resulting in higher rates of non-performing loans. As such, during an economic slowdown or as part of a contraction policy, the real estate market may be strongly impacted so that the origination of GHL could be reduced. The risk linked to this economic context concerns the portfolio of assets transferred to the Issuer as collateral security.

Very likely a decline in new GHL origination linked to this situation constitutes a risk for the Issuer which must meet its regulatory requirements, in particular through the quarterly ratios required by the ACPR showing, among other things, that there is no gap between the assets given as collateral and its liabilities.

The situation generated by the conflict in Ukraine increases the risk of cyber-attack for the Societe Generale group to which Societe Generale SFH has outsourced all of its activity, and which provides its infrastructure for the management of the entity's operations.

Finally, the Group, as a service provider, could suffer targeted and sophisticated attacks on its computer network, resulting in embezzlement, loss, theft or disclosure of confidential data or customer data. Such actions are likely to cause operational losses and have an adverse effect on the business of Societe Generale SFH, its results and its reputation with its investors.

At the date of this Base Prospectus, no incident linked to this situation has been reported for the Issuer.

1.2.2 In section “**RISK FACTORS**” on pages 21 to 23, the risk factors under sub-category “**Credit risks**” are deleted and replaced as follows:

“3.1 Credit risks

The Issuer is the only entity which has obligations to pay principal and interest in respect of the Notes. The Notes will not be obligations or responsibilities of any other entity, including (but not limited to) Société Générale (in any capacity but in particular in its capacity as Borrower, Collateral Provider, Arranger, Calculation Agent, Dealer, Fiscal Agent, Paying Agent and Principal Paying Agent) or any company within the Group, or the shareholders or directors or agents of any company in the same group of companies as any of them. As of 31 December 2022, the outstanding amount of Notes issued by the Issuer is €45.49 billion (without interest).

The ability of the Issuer to make payments under the Notes depends on the creditworthiness of its debtors and globally on the credit quality of its assets which consist (i) initially in the loans made available to the Borrower (Société Générale) under the Facility Agreement, and therefore the financial soundness and conduct of the Borrower could adversely affect Société Générale SFH’s results of operations and financial position and (ii) following the occurrence of an event of default of the Borrower under the Facility Agreement, in the home loans transferred (*remis en pleine propriété à titre de garantie*) as Collateral Security under the Collateral Security Agreement.

3.1.1 Credit risks on Société Générale

The Issuer is directly exposed on Société Générale as sole Borrower under the loans granted under the Facility Agreement. However, this credit risk is covered by the transfer of full title by way of assignment (*remise en pleine propriété à titre de garantie*) of a portfolio of assets that meet regulatory eligibility criteria and the requirement for Société Générale to maintain at any time a minimum level of cover ratio between the home loans transferred as Collateral Security and the outstanding amount of the loans made available under the Facility Agreement, as specified under the Collateral Security Agreement (see section entitled “*Relationship between Société Générale SFH and Société Générale*”). It is worth noting that the Issuer shall maintain at any time a minimum legal cover ratio of 105% and the cover ratio of the Issuer as of 31 December 2022 certified by the Cover Pool Monitor was 111.02%.

Failure to maintain compliance with such requirements may result in, if not remedied, a mandatory repayment event under the Facility Agreement and, if Société Générale cannot repay in full the loans granted under the Facility Agreement and the home loans transferred as Collateral Security are not sufficient to pay in full the amounts payable under the Notes, the Issuer may have insufficient funds to meet its obligations under the Notes. As a result, Noteholders could lose all or a substantial part of their investment in the Notes.

3.1.2 Credit risks on the assets of the Issuer

Home loans debtors' ability to pay under the home loans

The home loans debtors are individuals having borrowed under the home loans in order to finance the acquisition of a real estate property. If following enforcement of the Collateral Security, the Issuer does not receive the full amount due from the home loan debtors in respect of such home loans, this may affect the ability of the Issuer to make payments under the Notes. As of 31 December 2022, home loans transferred (*remis en pleine propriété à titre de garantie*) as Collateral Security totalled €51.9 billions. The main geographical exposure zones of the home loans transferred (*remis en pleine propriété à titre de garantie*) as Collateral Security are *Ile-de-France, Auvergne-Rhône-Alpes, Provence-Alpes-Côte-d'Azur and Hauts-de-France*.

None of the Borrower under the Facility Agreement, the Issuer or any other party does guarantee or warrant full and timely payment by the home loan debtors of any sums payable under such home loans. Furthermore, home loan debtors may benefit from the favourable legal and statutory provisions of the French *Code de la consommation*, pursuant to which any individual may, under certain circumstances, and subject to certain conditions, request and obtain from the competent court a grace period, a reduction of the amount of all and any of its indebtedness and any interest relating thereto and, as the case may be, a full or partial extinguishment of its indebtedness against a credit institution (*établissement de crédit*).

The ability of the home loan debtors to make timely payment of amounts due under such home loans will mainly depend on their assets and its liabilities as well as their ability to generate sufficient income to make payments under the relevant

home loans. Their ability to generate income may be adversely affected by many factors, some of which (i) relate specifically to the home loan debtor itself (including but not limited to their age and health, employment situation, family situation, creditworthiness or expropriation) or (ii) are more general in nature (such as changes in governmental regulations, tax policy, etc.).

As a result, the Issuer's ability to meet its obligations under the Notes may be materially adversely affected.

No prior notification to debtors under the home loans transferred as Collateral Security

The Collateral Security Agreement will provide that the relevant home loans will be transferred (*remis en pleine propriété à titre de garantie*) as Collateral Security pursuant to the provisions of Article L.211-38 of the French Monetary and Financial Code, without notification or information of the debtors under such home loans. Such debtors will only be notified in case of enforcement of the Collateral Security by the Issuer. As long as no such notification has taken place, any payments made by the debtors under the relevant home loans will continue to be validly made by such debtors to Société Générale or, as the case may be, the relevant affiliates.

Each debtor may further raise defenses (which may include, as applicable, any set-off right) against the Issuer arising from such debtor's relationship with its creditor to the extent that such defences (i) are existing prior to the notification of the transfer of the relevant home loan or (ii) arise out of mutual claims (*compensation de créances connexes*) between the debtor and its creditor which are closely connected with that home loan (irrespective of whether such notification has been made before or after such claims have arisen).

Until notification to the debtors has been made and provided that, at such time, an insolvency proceeding has been opened against Société Générale, French insolvency law will prevent the Issuer from recovering from Société Générale any collections received by it under the relevant home loans which are commingled with other funds of Société Générale. These may affect the repayment value of the loan and therefore the ability for the Issuer to meet its payment obligations under the Notes. As of 31 December 2022, home loans transferred (*remis en pleine propriété à titre de garantie*) as Collateral Security totalled €51.9 billions.

However, these risks are mitigated by a cash collateral (*gage-espèces*) to be funded by Société Générale if its credit ratings are downgraded below certain minimum rating levels (a **Collection Loss Trigger Event**) for an amount equal to the aggregate amount of collections (interests and principal) scheduled to be received by Société Générale under the home loans transferred as Collateral Security during the two and half (2.5) calendar months following the occurrence of a Collection Loss Trigger Event and further, as long as the Collection Loss Trigger Event is continuing, adjusted at the end of each month and before any drawdown by Société Générale acting as Borrower under the Facility Agreement (the **Collection Loss Reserve**) (see section "*Relationship between Société Générale SFH and Société Générale*") for further details).

Maintenance of value of the Collateral Security prior to enforcement

Under the Collateral Security Agreement, for so long as no event of default under the Facility Agreement has occurred, Société Générale has to maintain at any time a required cover ratio between the home loans transferred as Collateral Security and the outstanding amount the loans made available under the Facility Agreement (the **Asset Cover Test**). As of 31 December 2022, in accordance with the operational strategy of the Issuer the outstanding amount of the loans made available under the Facility Agreement is equal to the outstanding amount of the Notes issued and amounts to €45.49 billion (without interest). More details on the cover ratio are available on the website of Société Générale: <http://www.societegenerale.com/fr/mesurer-notre-performance/investisseurs/investisseurs-dette>.

Failure to maintain compliance with such Asset Cover Test may result in, if not remedied, a mandatory repayment event under the Facility Agreement and, if Société Générale cannot repay in full the loans granted under the Facility Agreement, the Issuer may have insufficient funds to meet its obligations under the Notes.

Enforcement of home loan guarantees

If following the enforcement of the Collateral Security in favor of the Issuer and notification of the home loan debtors, a debtor under a home loan fails to pay, the enforcement of its rights by the Issuer under the relevant guarantee of such home loan against the home loan guarantor, the Issuer is exposed to the credit risk of Crédit Logement, an independent home loan guarantee company licensed as a French Financial Institution (*société de financement*). If the later does not pay in whole or in part any amounts due under the relevant guarantee for whatever reason or does not pay such amounts in a timely manner, this may affect the ability of the Issuer to make payments under the Notes. Enforcement of home loan guarantees may affect the ability of the Issuer to make payments under the Notes.

However, this risk can be assessed as relatively low due to the very granular retail assets portfolio, composed entirely of home loans guaranteed by *Crédit Logement*, rated Aa3 (Moody's) / AA low (DBRS), and which has an observed loss rate close to zero, as of the date of this Base Prospectus.

1.3 DOCUMENTS INCORPORATED BY REFERENCE

1.3.1 In section “**DOCUMENTS INCORPORATED BY REFERENCE**” on page 42 of the Base Prospectus, a new bullet point is added as follows:

- “the “**Société Générale SFH – Rapport financier annuel 2022**”, including *inter alia*:
 - i. “**Société Générale SFH – Rapport de gestion présenté par le conseil d’administration du 23 mars 2023**” (the **2022 Annual Report**);
 - ii. “**Société Générale SFH – Etats Financiers au 31/12/2022**” including the “**Société Générale SFH Tableau des Flux de Trésorerie**” which contains the audited cash flow statements of the Issuer for the financial years ended 31 December 2022 (the **2022 Annual Accounts**);
 - iii. “**Société Générale SFH – Exercice clos le 31 décembre 2022 – Rapport des Commissaires aux Comptes sur les comptes annuels**– (the **2022 Annual Auditors’ Report**); and
 - iv. “**Déclaration des personnes physiques qui assument la responsabilité du rapport annuel 2022**” (together with the 2022 Annual Report, the 2022 Annual Accounts and the 2022 Annual Auditors’ Report, all in French language, the **2022 Annual Financial Report** :

<https://www.societegenerale.com/sites/default/files/documents/2023-03/Societe-Generale-SFH-Rapport-Financier-Annuel-2022.pdf>

1.3.2 In section “**DOCUMENTS INCORPORATED BY REFERENCE**” on page 42 of the Base Prospectus, the bullet point relating to “the “ Société Générale SFH- Rapport financier annuel 2020” is deleted:

~~the “**Société Générale SFH – Rapport financier annuel 2020**”, including *inter alia*:~~

~~i. “**Société Générale SFH – Rapport de gestion présenté par le conseil d’administration à l’assemblée générale annuelle du 18 mai 2021**” (the **2020 Annual Report**);~~

~~ii. “**Société Générale SFH – Comptes annuels au 31/12/2020**” including the “**Société Générale SFH Tableau des Flux de Trésorerie**” which contains the audited cash flow statements of the Issuer for the financial years ended 31 December 2020 and 31 December 2019 (the **2020 Annual Accounts**);~~

~~iii. “**Société Générale SFH – Exercice clos le 31 décembre 2020 – Rapport des commissaires aux comptes sur les comptes annuels**” (the **2020 Auditors’ Report**); and~~

~~iv. “**Déclaration des personnes physiques qui assument la responsabilité du rapport annuel 2020**” (together with the 2020 Annual Report, the 2020 Annual Accounts and the 2020 Auditors’ Report, all in French language, the **2020 Annual Financial Report** – Hyperlink~~

~~:<https://www.societegenerale.com/sites/default/files/documents/2021-04/SG-SFH-Rapport-Financier-Annuel-31-12-2020.pdf>);~~

1.3.3 In section “**DOCUMENTS INCORPORATED BY REFERENCE**” on page 42, of the Base Prospectus, the third paragraph is deleted and replaced as follows:

“For the avoidance of doubt no information or documents available on the Issuer website, other than the 2022 Annual Financial Report, the 2021 Annual Financial Report and the EMTN Previous Conditions, shall be incorporated herein by reference. Unless otherwise explicitly incorporated by reference into this Base Prospectus in accordance with the list above, the information contained on the website of the Issuer shall not be deemed incorporated by reference herein and is for information purposes only. Therefore it does not form part of this Base Prospectus and has not been scrutinised or approved by the AMF.”

1.4 CROSS-REFERENCE LIST

The section “**CROSS-REFERENCE LIST**” on pages 44 to 46 of the Base Prospectus, the first table is deleted in its entirety and replaced as follows:

INFORMATION INCORPORATED BY REFERENCE	REFERENCE
(Annex VI of the Commission Delegated Regulation (EU) 2019/980, as amended, supplementing the Prospectus Regulation)	
11. FINANCIAL INFORMATION CONCERNING THE ISSUER’S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES	
11.1 Historical Financial Information	
2022 Annual Financial Report	
Balance sheet and off-balance sheet	Pages 65 to 68 of the 2022 Annual Financial Report
Profit and Loss Account	Pages 69 to 71 of the 2022 Annual Financial Report
Notes (<i>Annexes</i>)	Pages 72 to 103 of the 2022 Annual Financial Report
Cash Flow Statements	Pages 104 to 105 of the 2022 Annual Financial Report
Statutory Auditors’ Report	Pages 106 to 113 of the 2022 Annual Financial Report
2022 Annual Report	Pages 8 to 40 of the 2022 Annual Financial Report
Age of financial information	31/12/2022
2021 Annual Financial Report	
Balance sheet and off-balance sheet	Pages 59 to 62 of the 2021 Annual Financial Report
Profit and Loss Account	Pages 63 to 65 of the 2021 Annual Financial Report
Notes (<i>Annexes</i>)	Pages 66 to 96 of the 2021 Annual Financial Report
Cash Flow Statements	Pages 97 to 98 of the 2021 Annual Financial Report
Statutory Auditors’ Report	Pages 99 to 104 of the 2021 Annual Financial Report
2021 Annual Report	Pages 9 to 40 of the 2021 Annual Financial Report
Age of financial information	31/12/2021

1.5 SUMMARY OF THE LEGISLATION AND REGULATIONS RELATING TO SOCIÉTÉS DE FINANCEMENT DE L’HABITAT AND OTHER LEGAL ISSUES

1.5.1 In section “**SUMMARY OF THE LEGISLATION AND REGULATIONS RELATING TO SOCIÉTÉS DE FINANCEMENT DE L’HABITAT AND OTHER LEGAL ISSUES**”, on page 49 of the Base Prospectus, the last paragraph of the sub-section headed “*Cover Ratio*” is deleted and replaced as follows:

“As of 31 December 2022, the cover ratio certified by the Specific Controller was 111.02 %.”

1.5.2 In section “**SUMMARY OF THE LEGISLATION AND REGULATIONS RELATING TO SOCIÉTÉS DE FINANCEMENT DE L’HABITAT AND OTHER LEGAL ISSUES**”, on page 49 of the Base Prospectus, the sub-section headed “*Extendable maturity structure*” on pages 58 and 59 is deleted and replaced as follows:

Prior to the decree-law (*ordonnance*) no. 2021-858 dated 30 June 2021 and the decree (*décret*) no. 2021-898 dated 6 July 2021, the Issuer already issued Notes with extendable maturity structures.

Such practice is now enshrined by decree-law (*ordonnance*) no. 2021-858 dated 30 June 2021, the decree (*décret*) no. 2021-898 dated 6 July 2021, the decree (*décret*) no. 2022-766 dated 2 May 2022 and the decree (*décret*) no. 2023-102 dated 16 February 2023. However, these provisions do not apply to *obligations de financement de l'habitat* issued before 8 July 2022.

In accordance with Article L. 513-30 and Article R. 513-8-1 of the French Monetary and Financial Code, a *société de financement de l'habitat* may issue *obligations de financement de l'habitat* with an extendable maturity date, provided that:

- (i) the relevant Maturity Extension Trigger Events, as defined in Article R. 513-8-1 of the French Monetary and Financial Code, are the following:
 - a. in the event of a default of payment, on the Maturity Date initially set by the *société de financement de l'habitat*, of the principal or interest on a loan granted by the *société de financement de l'habitat* to a credit institution and secured by the remittance, assignment or pledge of receivables pursuant to Articles L. 211-38 to L. 211-40 or Articles L. 313-23 to L. 313-35 of the French Monetary and Financial Code, whether or not these receivables are of a professional nature, or in the event of a default of payment, by the credit institution issuing promissory notes subscribed by the *société de financement de l'habitat* in accordance with the terms and conditions defined in Articles L. 313-43 to L. 313-48 of the French Monetary and Financial Code, of the principal or interest on such promissory notes;
 - b. in the event of a default of payment by the *société de financement de l'habitat*, on the Maturity Date initially set by the *société de financement de l'habitat*, of the principal or interest of the *obligations de financement de l'habitat*;
 - c. in the event a credit institution benefiting from loans granted by the *société de financement de l'habitat* and secured by the remittance, assignment or pledge of receivables pursuant to Articles L. 211-38 to L. 211-40 or Articles L. 313-23 to L. 313-35 of the French Monetary and Financial Code, whether or not these receivables are of a professional nature, or in the event a credit institution issuing promissory notes subscribed by the *société de financement de l'habitat* in accordance with the terms and conditions defined in Articles L. 313-43 to L. 313-48 of the French Monetary and Financial Code, is subject to safeguard proceedings (*procédure de sauvegarde*), judicial reorganisation or liquidation proceedings (*procédure de redressement ou de liquidation judiciaires*) or resolution proceedings opened pursuant to Article L. 613-49 of the French Monetary and Financial Code;
 - d. in the event a *société de financement de l'habitat* is subject to safeguard proceedings (*procédure de sauvegarde*), judicial reorganisation or liquidation proceedings (*procédure de redressement ou de liquidation judiciaires*) or resolution proceedings opened pursuant to Article L. 613-49 of the French Monetary and Financial Code,
- (ii) the Terms and Conditions of such *obligations de financement de l'habitat* specify the relevant Maturity Extension Trigger Events;
- (iii) the Maturity Date of such *obligations de financement de l'habitat* is at all times determinable; and
- (iv) in the event the *société de financement de l'habitat* issuing such *obligations de financement de l'habitat* is subject to safeguard proceedings (*procédure de sauvegarde*), judicial reorganisation or liquidation proceedings (*procédure de redressement ou de liquidation judiciaires*) or resolution proceedings opened pursuant to Article L. 613-49 of the French Monetary and Financial Code, as mentioned in paragraph (i)(d) above, the maturity extensions do not affect the ranking of the investors in such *obligations de financement de l'habitat* or invert the sequencing of the original maturity schedule of such *obligations de financement de l'habitat*.

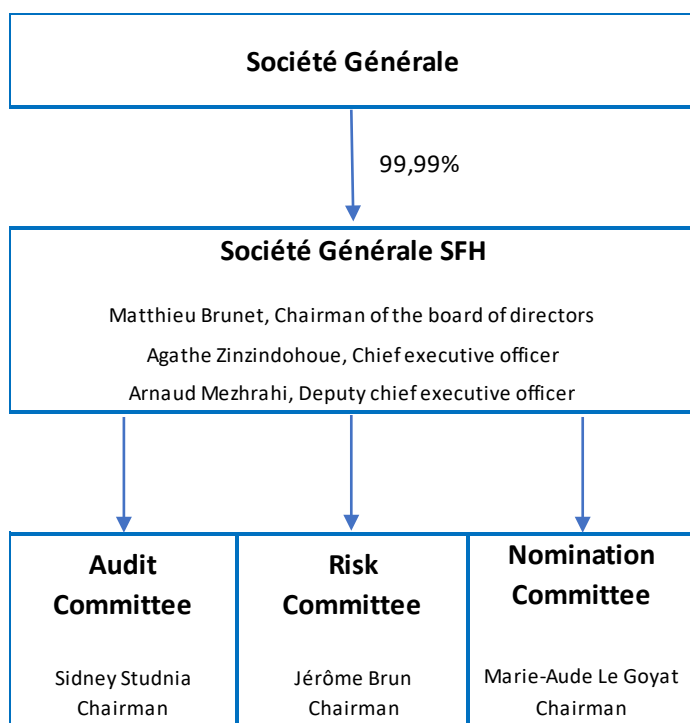
With respect to the Issuer, the maturity of the Notes of a given Series may be extended in accordance with, and subject to, the provisions of Condition 6(a) (“*Final Redemption*”).

1.6 DESCRIPTION OF THE ISSUER

1.6.1 In section “DESCRIPTION OF THE ISSUER”, ***the paragraph headed “Management of the Issuer and compliance with the corporate governance regulations”*** on page 65 of the Base Prospectus in the table on page 66 the function of Thomas Genouel is updated as follow:

Thomas Genouel	17 cours Valmy 92800 Puteaux	Director (administrateur)	Deputy Director of ALM Societe Generale Group
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1.6.2 In section “DESCRIPTION OF THE ISSUER” on page 68 of the Base Prospectus, the chart in the paragraph headed “*Control of the Issuer*” is deleted and replaced as follows:



1.7 FINANCIAL INFORMATION OF THE ISSUER

In section “*FINANCIAL INFORMATION OF THE ISSUER*” on pages 70 and 71 of the Base Prospectus, paragraphs headed “*Comparative Financial Data*” and “*Cash Flow Statement*” are deleted and replaced as follows:

“The financial statements of Société Générale SFH have been prepared in accordance with general accounting principles applicable in France to credit institution. The method adopted for valuing items recorded in the accounting records is historical cost.

Comparative Financial Data (in EUR)

Income Statement	31/12/2021 <i>Audited</i>	31/12/2022 <i>Audited</i>
Net banking income	73,890,972	90,867,169
Gross operating income	59,982,425	75,536,789
Net income	44,512,407	55,438,269
Balance Sheet		
Total balance sheet	43,018,668,802	46,566,184,255

Shareholders' equity	674,935,122	730,373,391
Debt securities	41,529,847,189	45,691,702,466

As of 31 December 2022, the balance sheet presents a total of 46,566,184,255 euros, as a reminder the total balance sheet as of 31 December 2021 was of 43,018,668,802 euros.

Except as disclosed in this Base Prospectus, there has been no material adverse change in the prospects of the Issuer since the last published annual audited accounts.

Except as disclosed in this Base Prospectus, there has been no significant change in the financial position or financial performance of the Issuer since the end of the last financial period for which financial statements have been published.”

Cash Flow Statement (in thousands of EUR)

“The cash flow statement analyses changes in cash flow from operating activities, investing activities and financing activities between two financial periods. Financing activities represent bonds borrowings.

The cash flow statement was established according to rules applicable to the regulation no. 2014-07 of 26 November 2014 of the *Autorité des normes comptables* applicable to credit institutions, as well as to accounting principles generally admitted in the French banking profession.

	30/06/2022 <i>Not audited*</i>	30/06/2021 <i>Not audited*</i>	31/12/2021 <i>Audited</i>	31/12/2022 <i>Audited</i>
Net cash flow from operating activities	5,738,401	(762,022)	(3,674,711)	(4,830,059)
Net cash flow relating to investment activities	-	-	-	-
Net cash flow relating to financing activities	5,060,540	209,070	3,841,531	4,161,855
Changes in net cash	(677,861)	(516,952)	166,820	(668,204)
Total	55,810	49,899	733,670	65,466

* Half Year Limited Review Auditor's Report. ”

1.8 TERMS AND CONDITIONS OF THE NOTES

1.8.1 In section “14. **TERMS AND CONDITIONS**” on page 78 of the Base Prospectus, condition “6. Redemption, Purchase and Options” part “(a) Final Redemption” the third paragraph on page 103 is deleted and replaced as follows:

The Maturity Extension Trigger Events are the following:

- a. in the event of a default of payment, on the Maturity Date initially set by the *société de financement de l'habitat*, of the principal or interest on a loan granted by the *société de financement de l'habitat* to a credit institution and secured by the remittance, assignment or pledge of receivables pursuant to Articles L. 211-38 to L. 211-40 or Articles L. 313-23 to L. 313-35 of the French Monetary and Financial Code, whether or not these receivables are of a professional nature, or in the event of a default of payment, by the credit institution issuing promissory notes subscribed by the *société de financement de l'habitat* in accordance with the terms and conditions defined in Articles L. 313-43 to L. 313-48 of the French Monetary and Financial Code, of the principal or interest on such promissory notes;
- b. in the event of a default of payment by the *société de financement de l'habitat*, on the Maturity Date initially set by the *société de financement de l'habitat*, of the principal or interest of the *obligations de financement de l'habitat*;
- c. in the event a credit institution benefiting from loans granted by the *société de financement de l'habitat* and secured by the remittance, assignment or pledge of receivables pursuant to Articles L. 211-38 to L. 211-40 or Articles L. 313-23 to L. 313-35 of the French Monetary and Financial Code, whether or not these receivables are of a professional nature, or in the event a credit institution issuing promissory notes subscribed by the *société de financement de l'habitat* in accordance with the terms and conditions defined in Articles L. 313-43 to L. 313-48 of the French Monetary and Financial Code, is subject to safeguard proceedings (*procédure de sauvegarde*), judicial reorganisation or liquidation proceedings (*procédure de redressement ou de liquidation judiciaires*) or resolution proceedings opened pursuant to Article L. 613-49 of the French Monetary and Financial Code;
- d. in the event a *société de financement de l'habitat* is subject to safeguard proceedings (*procédure de sauvegarde*), judicial reorganisation or liquidation proceedings (*procédure de redressement ou de liquidation judiciaires*) or resolution proceedings opened pursuant to Article L. 613-49 of the French Monetary and Financial Code,

If a Maturity Extension Trigger Event occurs, the payment of the Final Redemption Amount shall be automatically deferred and shall become due and payable on the Extended Maturity Date. However, all or part of the Final Redemption Amount remaining unpaid on the initially scheduled Maturity Date may be paid by the Issuer on any Interest Payment Date from (and excluding) such Maturity Date to (and including) the Extended Maturity Date. During the extended period, interest will continue to be calculated and to accrue on any unpaid principal amount at the relevant Rate of

Interest and be payable on each Interest Payment Dates and on the Extended Maturity Date (if not earlier redeemed on an Interest Payment Date).

1.9 GENERAL INFORMATION

1.9.1 In section “**GENERAL INFORMATION**” on page 157 of the Base Prospectus, sub-paragraphs (4) and (5) are deleted and replaced as follows:

- “(4) Except as disclosed in this Second Supplement, there has been no significant change in the financial position or financial performance of the Issuer since 31 December 2022.
- (5) Except as disclosed in this Second Supplement, there have been no recent events which the Issuer considers material to the investors since 31 December 2022.”

1.9.2 In section “**GENERAL INFORMATION**” on page 158 of the Base Prospectus, sub-paragraph (11)(b) is deleted and replaced as follows:

- “(b) the 2022 Annual Financial Report, the 2021 Annual Financial Report, and the EMTN Previous Conditions;”

2. PERSON RESPONSIBLE FOR THE INFORMATION GIVEN IN THIS SUPPLEMENT

In the name of the Issuer

To the best knowledge of the Issuer, the information contained and incorporated by reference in this Second Supplement is in accordance with the facts in any material respect and contains no omission likely to affect its import in any material respect. The Issuer accepts responsibility accordingly.

Paris, 13 April 2023

SOCIÉTÉ GÉNÉRALE SFH
17, cours Valmy
92800 PUTEAUX
France

Duly represented by Arnaud MEZRAHI
in his capacity, as Deputy Chief Executive Officer (*Directeur Général Délégué*) of the Issuer