

**NOTICE TO THE NOTEHOLDERS**  
**dated as of 17 May 2023**

**SG ISSUER**  
**Société Anonyme**  
**Registered Office: 16, boulevard Royal, L-2449 Luxembourg**  
**Luxembourg**  
**Trade and Companies Register Number B 121.363**  
**Legal entity identifier (LEI): 549300QNMDBVTHX8H127**

(the « Issuer »)

**OF THE EURO MEDIUM TERM NOTES LISTED IN APPENDIX A AND IDENTIFIED BY  
THEIR ISIN CODE BELOW**

ISIN Codes
XS1864602518
XS1864621229
XS1864752594
XS1864752917
XS1864759334
XS1864782740
XS1864795569
XS1893776655
XS1893837119
XS1907245226
XS1907547746
XS1931769845
XS1957046862
XS1957077826
XS1957104570
XS1957108993
XS1968414406
XS1968519253
XS1983827871
XS1983902245
XS1994660543
XS1994667803
XS1994744305
XS2007966836
XS2008023819
XS2008032729
XS2027467138
XS2027762991
XS2027851075
XS2042864699

<b>XS2042876198</b>
<b>XS2042880463</b>
<b>XS2043086086</b>
<b>XS2043114391</b>
<b>XS2059621404</b>
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<b>XS2059637152</b>
<b>XS2059687843</b>
<b>XS2059730874</b>
<b>XS2065150315</b>
<b>XS2065452323</b>
<b>XS2065506193</b>
<b>XS2087968959</b>
<b>XS2087991696</b>
<b>XS2087991779</b>
<b>XS2087994369</b>
<b>XS2088007013</b>
<b>XS2088016279</b>
<b>XS2088016436</b>
<b>XS2088039487</b>
<b>XS2088315267</b>
<b>XS2088317719</b>
<b>XS2088319921</b>
<b>XS2108097242</b>
<b>XS2108342812</b>
<b>XS2112590604</b>
<b>XS2112597443</b>
<b>XS2112620526</b>
<b>XS2112623033</b>
<b>XS2112642769</b>
<b>XS2112657957</b>
<b>XS2112659060</b>
<b>XS2112675181</b>
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<b>XS2120864959</b>
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<b>XS2121041672</b>
<b>XS2121083674</b>
<b>XS2121122910</b>
<b>XS2121123132</b>
<b>XS2121140656</b>

<b>XS2121140730</b>
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<b>XS2277799776</b>
<b>XS2277800533</b>
<b>XS2277801424</b>
<b>XS2277910399</b>
<b>XS2277969791</b>
<b>XS2278047779</b>
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<b>XS2278297887</b>
<b>XS2278300269</b>
<b>XS2278306621</b>
<b>XS2278311977</b>
<b>XS2278317586</b>
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<b>XS2278391805</b>
<b>XS2278453506</b>
<b>XS2278470690</b>
<b>XS2314078473</b>
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<b>XS2314126546</b>
<b>XS2314139010</b>
<b>XS2314139283</b>
<b>XS2314165361</b>

XS2314202230
XS2314231254

(and together the “Notes” and the holders thereof the “Noteholders”) of the Issuer  
presently outstanding

issued under the Debt Instruments Issuance Programme (the “Programme”)  
under various Base Prospectuses (each a “Base Prospectus”)

Luxembourg, 17 May 2023

We refer to the applicable Final Terms of the Notes giving details of the Notes issued pursuant to the Programme (the “Final Terms”).

This Notice should be read in conjunction with the Base Prospectus. Terms and expressions defined in the Final Terms shall have the same meanings when used herein except where the context requires otherwise or unless otherwise stated.

### Context

The sustainability of LIBOR has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of benchmark reforms) for market participants to continue contributing to such benchmarks.

On 5 March 2021, the Financial Conduct Authority decided not to require any panel banks to continue to submit to LIBOR beyond the dates from which they have notified their departure, nor to require IBA to continue to publish LIBOR based on panel bank submissions beyond such dates. On the same day, the FCA also announced they had no intention to use the powers the UK government was willing to grant to it under the UK Benchmark Regulation (UK BMR) (and which have been granted since then) to compel IBA to continue to publish any of the following 26 LIBOR settings as ‘synthetic’ LIBOR (as described below).

Therefore:

- Publication of all 7 euro (EUR) LIBOR settings, all 7 Swiss franc (CHF) LIBOR settings, the Spot Next, 1-week, 2-month and 12-month Japanese yen (JPY) LIBOR settings, the overnight, 1-week, 2-month and 12-month sterling (GBP) LIBOR settings, and the 1-week and 2-month US dollar (USD) LIBOR settings has ceased since 31 December 2021;
- Publication of the overnight and 12-month USD LIBOR settings will cease immediately after 30 June 2023; and
- Publication of the 1-month, 3-month and 6-month USD LIBOR settings will continue until the end of June 2023, even if the FCA announced on 3 April 2023 that they have decided to require LIBOR’s administrator, ICE Benchmark Administration Limited (IBA), to continue the publication of the 1-, 3- and 6-month US dollar LIBOR settings for a short period after 30 June 2023, using an unrepresentative ‘synthetic’ methodology (‘synthetic US dollar LIBOR’), these synthetic USD LIBOR settings will no longer be representative and will definitively cease to be published at the end of September 2024.

It follows that all USD LIBOR settings (the “USD LIBOR settings”) will either cease to be provided by any administrator or no longer be representative immediately after 30 June 2023.

USD-LIBOR ICE Swap Rates (also known as USD CMS or USD LIBOR CMS) are swap rates for a fixed-for-floating U.S. Dollar swap transaction of a given tenor where the floating leg references USD LIBOR settings. Consequently, Ice Benchmark Administration Limited (“IBA”) as administrator of the USD-LIBOR ICE Swap Rates IBA consulted in November 2022 on its intention to cease all USD-

LIBOR ICE Swap Rates “runs” (i.e. USD LIBOR Rates 1100, USD LIBOR Spreads 1100 and USD LIBOR 1500) for all tenors (the “**USD LIBOR CMS settings**”) immediately after publication on June 30, 2023.

Based on the feedback received, IBA has announced that it will cease the publication of all USD LIBOR ICE Swap Rate benchmark “runs” (i.e. USD LIBOR Rates 1100, USD LIBOR Spreads 1100 and USD LIBOR 1500) for all tenors immediately after publication on June 30, 2023. [https://s2.g4cdn.com/154085107/files/doc\\_news/ICE-Benchmark-Administration-Publishes-Feedback-Statement-on-the-Consultation-on-the-Potential-Cessation-of-ICE-Swap-Rate-based-on-US-2AVTX.pdf](https://s2.g4cdn.com/154085107/files/doc_news/ICE-Benchmark-Administration-Publishes-Feedback-Statement-on-the-Consultation-on-the-Potential-Cessation-of-ICE-Swap-Rate-based-on-US-2AVTX.pdf).

Therefore, the Calculation Agent has determined that the discontinuation of all the current USD LIBOR CMS settings after 30 June 2023 is certain constituting a Benchmark Modification or Cessation Event pursuant to the provisions of Condition 5.20 of the General Terms and Conditions of the Notes in respect of Floating Rate Notes (the “**Floating Rate Notes**”) or Condition 2. of the Additional Terms and Conditions for Structured Notes in respect of Structured Notes for which the applicable Final Terms specify that “Benchmark Regulation – Benchmark” is applicable” as specified in the applicable Final Terms) (the **Eligible Structured Notes**).

Consequently, pursuant to the provisions of the General Terms and Conditions of the Notes mentioned above, the Calculation Agent may, *inter alia*,

- with respect to Floating Rate Notes “ adjust the Affected Rate of Interest as it may determine appropriate to account for the relevant event or circumstance and, without limitation, such adjustments may include selecting a successor Rate of Interest which is representative of the same economic or geographic sector, and making any other change or adjustment to the terms of the Notes, including where applicable to reflect any increased costs of the Issuer providing such exposure to the successor Rate of Interest and, in the case of more than one successor Rate of Interest, making provision for allocation of exposure between the successor Rates of Interest”; or
- with respect to the Eligible Structured Notes “ adjust the Affected Underlying as it may determine appropriate to account for the relevant event or circumstance and, without limitation, such adjustments may include selecting a successor Underlying which is representative of the same economic or geographic sector, and making any other change or adjustment to the terms of the Notes, including where applicable to reflect any increased costs of the Issuer providing such exposure to the successor Underlying and, in the case of more than one successor Applicable , making provision for allocation of exposure between the successor Rates of Interest

Pursuant to the provisions above, the Calculation Agent has decided to select a successor Reference Rate to determine the Rate of Interest of the Floating Rate Notes or successor Underlying for the Eligible Structured Notes, as the case may be, as follows:

Each USD LIBOR CMS setting, corresponding to a certain tenor (the **Relevant Tenor**) of the fixed-for-floating U.S. Dollar swap transaction where the floating leg references USD-LIBOR, as specified in the relevant Final Terms and as indicated in Appendix A, shall be replaced by the Reference Rate (as defined below) for the same Relevant Tenor as from the first date where it is required to be determined immediately after 30 June 2023.

“**Reference Rate**” means, in respect of a Reset Date, the Published ISR Fallback Rate (if any) or, if there is no Published ISR Fallback Rate, the Calculated ISR Fallback Rate, expressed as a percentage, in each case using the USD SOFR ICE Swap Rate Level for the Relevant Tenor, provided by IBA or calculated (as applicable) as of 11:00 a.m., New York time on such Reset Date.

Where:

“**Calculated ISR Fallback Rate**” means the rate determined in accordance with the following formula:

$$\text{Calculated ISR Fallback Rate} = \frac{365.25}{360} [2 \times (\sqrt{1 + y^{ois}} - 1) + (S^{3M} \times \frac{1}{2} \times (\sqrt[4]{1 + y^{ois}} + 1))] ]$$

where:

“ $y^{ois}$ ” is the USD SOFR ICE Swap Rate in respect of the Reset Date with a maturity of the Relevant Tenor.

“ $S^{3M}$ ” is 0.26161%.

“**Published ISR Fallback Rate**” means the rate calculated in accordance with the formula set forth in the definition of Calculated ISR Fallback Rate, as provided by IBA (or any successor administrator).

“**Reset Date**” means a day on which the Reference Rate must be determined.

“**Underlying Benchmark**” means USD SOFR ICE Swap Rate

“**U.S. Government Securities Business Day**” means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association (or a successor) recommends that the fixed income departments of its members be closed for the entire day for the purpose of trading in U.S. government securities.

“**USD SOFR ICE Swap Rate**” means the benchmark for the mid-price for the fixed leg of a fixed-for-floating U.S. Dollar swap transaction where the floating leg references the Secured Overnight Financing Rate administered by the Federal Reserve Bank of New York (or any successor administrator) (SOFR) and both the fixed leg and floating leg are paid annually, as provided by IBA as the administrator of the benchmark (or a successor administrator).

“**USD SOFR ICE Swap Rate Level**” means that the rate for a Reset Date will be the USD SOFR ICE Swap Rate with a maturity of the Relevant Tenor, expressed as a percentage, provided by the administrator of the USD SOFR ICE Swap Rate as of 11:00 a.m., New York City time (or any amended publication time specified by the administrator of the USD SOFR ICE Swap Rate in the benchmark methodology) on such Reset Date.

A) Events affecting the Underlying Benchmark

A.1 No Index Event has occurred in respect of the Underlying Benchmark

If the USD SOFR ICE Swap Rate for a period of the Relevant Tenor in respect of the Reset Date is not published by the administrator of the USD SOFR ICE Swap Rate or an authorized distributor and is not otherwise provided by the administrator of the USD SOFR ICE Swap Rate by the date on which the USD SOFR ICE Swap Rate is required, then the rate for that Reset Date will be determined by the Calculation Agent, taking into account all available information that in good faith it considers relevant including a rate implemented by central counterparties and/or futures exchanges (if any), in each case with trading volumes in derivatives or futures referencing the USD SOFR ICE Swap Rate that the Calculation Agent considers sufficient for that rate to be a representative alternative rate.

A.2 If an Index Event has occurred in respect of the Underlying Benchmark

If on any day on which the Underlying Benchmark Level must be determined to be used by the Calculation Agent to calculate the Rate of Interest for an Interest Period (the “**Affected Interest Period**”), the Underlying Benchmark is affected by an Index Event, then the Calculation Agent shall determine a successor to the Underlying Benchmark (the **Replacement Benchmark**) by reference to relevant market data available supplied by one or more third parties (which may include central counterparties, exchanges, dealers in the relevant market, information vendors, brokers or other recognised sources of market information) but not any third party that is an affiliate of the Calculation Agent or to the extent that the information is not readily available from such third parties or would not produce a commercially reasonable result, has been obtained from internal sources (which may include an affiliate of the Calculation Agent) provided that the information is of the same type as that used by the Calculation Agent in a comparable manner in the ordinary course of its business referencing the Underlying Benchmark for the fixed leg of a fixed-for floating U.S. Dollar interest rate swap transaction with a term equal to the Relevant Tenor that the Calculation Agent considers sufficient for that rate to be a representative alternative rate, for the purposes of determining any replacement benchmark and, as the case may be, an Adjustment Spread and notwithstanding anything to the contrary, upon the occurrence of an Index Event, the Replacement Benchmark so determined shall constitute the Underlying Benchmark for the purposes of determining the Reference Rate and the Rate of Interest under the Notes.

B) Definitions:

“**Adjustment Spread**” means the adjustment, if any, to a Replacement Benchmark that the Calculation Agent determines is required in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from (a) the Issuer to the Noteholders or (b) the Noteholders to the Issuer, in each case that would otherwise arise as a result of the replacement of the Underlying Benchmark with the Replacement Benchmark.

Any such adjustment may take account of, without limitation, any anticipated transfer of economic value as a result of any difference in the term structure or tenor of the Replacement Benchmark by comparison to the Underlying Benchmark. The Adjustment Spread may be positive, negative or zero or determined pursuant to a formula or methodology.

“**Administrator/Benchmark Event**” means, for the Underlying Benchmark, any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Underlying Benchmark or the administrator or sponsor of the Underlying Benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that either the Issuer, the Calculation Agent or any other entity is not, or will not be, permitted under any applicable law or regulation to use the Underlying Benchmark to perform its or their respective obligations under the Notes.

“**Index Event**” means:

- (i) an Index Cessation Event;
- (ii) an Administrator/Benchmark Event; or
- (iii) the Underlying Benchmark is, with respect to over-the-counter derivatives transactions which reference such Underlying Benchmark, the subject of any market-wide development (which may be in the form of a protocol by ISDA) pursuant to which such Underlying Benchmark is, on a specified date, replaced with a risk-free rate (or near risk-free rate) established in order to comply with the recommendations in the Financial Stability Board’s paper titled “Reforming Major Interest Rate Benchmarks” dated 22 July 2014.

“**Index Cessation Event**” means, for the Underlying Benchmark, the occurrence of one or more of the following events:

- (i) a public statement or publication of information by or on behalf of the administrator of the Underlying Benchmark announcing that it has ceased or will cease to provide the Underlying Benchmark permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide the Underlying Benchmark;
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Underlying Benchmark, the central bank for the currency of the Underlying Benchmark, an insolvency official with jurisdiction over the administrator for the Underlying Benchmark, a resolution authority with jurisdiction over the administrator for the Underlying Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Underlying Benchmark, which states that the administrator of the Underlying Benchmark has ceased or will cease to provide the Underlying Benchmark permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide the Underlying Benchmark ;
- (iii) in respect of the Underlying Benchmark, a public statement or publication of information by the regulatory supervisor for the administrator of such Underlying Benchmark announcing that (a) the regulatory supervisor has determined that such Underlying Benchmark is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Underlying Benchmark is intended to measure and that representativeness will not be restored and (b) it is being made in the awareness that the statement or publication will engage certain contractual triggers for fallbacks activated by pre-cessation announcements by such supervisor (howsoever described) in contracts; or
- (iv) any event which otherwise constitutes an “index cessation event” (regardless of how it is actually defined or described in the definition of the Underlying Benchmark).

If, for the Underlying Benchmark, (i) an event or circumstance which would otherwise constitute or give rise to an Administrator/Benchmark Event also constitutes an Index Cessation Event or (ii) an Index Cessation Event and an Administrator/Benchmark Event would otherwise be continuing at the same time, it will in either case constitute an Index Cessation Event and will not constitute or give rise to an Administrator/Benchmark Event.

Subject to the provisions above which shall cancel and supersede the provisions relating to the manner in which the Rate of Interest and Interest Amounts or the Structured Interest Amount as the case may be, are to be determined, all the other terms and conditions of the Notes including but not limited to the Margin(s), the Minimum Rate of Interest, Maximum Rate of Interest, Designated Maturity as the case may be, Interest Payment Date(s) and the Maturity Date, remain unchanged.

The decision made by the Issuer and the Calculation Agent to replace USD LIBOR CMS settings by the Reference Rate aims at preserving for the Noteholders the economic equivalent of the obligations of the Issuer under the Notes. It is based on the fact that the Alternative Reference Rates Committee (“ARRC”) which is a group of private-market participants convened by the Federal Reserve Board and the Federal Reserve Bank of New York (“FRBNY”) with a mandate to develop recommendations to help ensure a successful transition from U.S. dollar LIBOR, after a multi-year process of market-wide consultation and deliberation to evaluate a range of potential alternatives to USD-LIBOR, has identified the Reference Rate as its recommended alternative rate in respect of the USD LIBOR CMS settings (<https://www.newyorkfed.org/medialibrary/Microsites/arrc/files/2022/arrc-recommendation-cms-fallbacks-final-060222>).

No Amended and Restated Final Terms will be established further to this change.

For further information, Noteholders shall refer to the Final Terms.

The Issuer accepts responsibility for the information contained in this Notice.

**THE AGENT**

**Société Générale Luxembourg**  
**11 avenue Emile Reuter**  
2420 Luxembourg

## Appendix A

<b>Notes/ISIN Code</b>	<b>Relevant Tenor(s) for USD LIBOR CMS setting</b>
<b>XS1864602518</b>	2Y - 30Y
<b>XS1864621229</b>	2Y - 30Y
<b>XS1864752594</b>	2Y - 30Y
<b>XS1864752917</b>	2Y - 30Y
<b>XS1864759334</b>	2Y - 30Y
<b>XS1864782740</b>	2Y - 30Y
<b>XS1864795569</b>	2Y - 10Y
<b>XS1893776655</b>	2Y - 20Y
<b>XS1893837119</b>	2Y - 30Y
<b>XS1907245226</b>	2Y - 10Y
<b>XS1907547746</b>	2Y - 30Y
<b>XS1931769845</b>	2Y - 10Y
<b>XS1957046862</b>	2Y - 10Y
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<b>XS1957104570</b>	2Y - 30Y
<b>XS1957108993</b>	2Y - 30Y
<b>XS1968414406</b>	2Y - 10Y
<b>XS1968519253</b>	2Y - 10Y
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<b>XS1983902245</b>	2Y - 10Y
<b>XS1994660543</b>	2Y - 30Y
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<b>XS2027851075</b>	2Y - 10Y
<b>XS2042864699</b>	10Y
<b>XS2042876198</b>	2Y - 30Y
<b>XS2042880463</b>	10Y
<b>XS2043086086</b>	2Y - 10Y
<b>XS2043114391</b>	5Y - 10Y - 30Y
<b>XS2059621404</b>	2Y - 30Y
<b>XS2059626544</b>	2Y - 30Y
<b>XS2059629480</b>	2Y - 30Y
<b>XS2059637152</b>	2Y - 30Y
<b>XS2059687843</b>	2Y - 30Y
<b>XS2059730874</b>	2Y - 10Y
<b>XS2065150315</b>	2Y - 30Y

<b>XS2065452323</b>	2Y - 30Y
<b>XS2065506193</b>	2Y - 30Y
<b>XS2087968959</b>	10Y
<b>XS2087991696</b>	2Y - 30Y
<b>XS2087991779</b>	2Y - 10Y
<b>XS2087994369</b>	2Y - 30Y
<b>XS2088007013</b>	2Y - 30Y
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<b>XS2088039487</b>	2Y - 30Y
<b>XS2088315267</b>	2Y - 30Y
<b>XS2088317719</b>	2Y - 30Y
<b>XS2088319921</b>	2Y - 30Y
<b>XS2108097242</b>	2Y - 30Y
<b>XS2108342812</b>	2Y - 30Y
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<b>XS2112642769</b>	2Y - 30Y
<b>XS2112657957</b>	2Y - 30Y
<b>XS2112659060</b>	2Y - 30Y
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<b>XS2112692780</b>	2Y - 10Y - 30Y
<b>XS2120776153</b>	2Y - 30Y
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<b>XS2120871228</b>	2Y - 30Y
<b>XS2121041672</b>	2Y - 30Y
<b>XS2121083674</b>	2Y - 30Y
<b>XS2121122910</b>	2Y - 30Y
<b>XS2121123132</b>	2Y - 30Y
<b>XS2121140656</b>	2Y - 30Y
<b>XS2121140730</b>	2Y - 30Y
<b>XS2121151000</b>	1Y - 2Y - 5Y - 30Y
<b>XS2174555370</b>	2Y - 30Y
<b>XS2174565841</b>	2Y - 30Y
<b>XS2174566492</b>	2Y - 30Y
<b>XS2174571906</b>	2Y - 30Y
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<b>XS2235864225</b>	2Y - 30Y
<b>XS2235868135</b>	2Y - 10Y - 30Y

<b>XS2235876401</b>	2Y - 10Y - 30Y
<b>XS2235900391</b>	2Y - 10Y - 30Y
<b>XS2236244054</b>	2Y - 30Y
<b>XS2277779406</b>	2Y - 10Y - 30Y
<b>XS2277779661</b>	2Y - 10Y - 30Y
<b>XS2277780248</b>	2Y - 10Y - 30Y
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<b>XS2278067454</b>	2Y - 30Y
<b>XS2278258046</b>	2Y - 10Y - 30Y
<b>XS2278297887</b>	2Y - 10Y - 30Y
<b>XS2278300269</b>	5Y - 30Y
<b>XS2278306621</b>	2Y - 30Y
<b>XS2278311977</b>	2Y - 10Y - 30Y
<b>XS2278317586</b>	5Y - 30Y
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<b>XS2278391805</b>	2Y - 10Y - 30Y
<b>XS2278453506</b>	2Y - 10Y - 30Y
<b>XS2278470690</b>	2Y - 10Y - 30Y
<b>XS2314078473</b>	2Y - 30Y
<b>XS2314085767</b>	5Y - 10Y - 30Y
<b>XS2314095485</b>	2Y - 10Y
<b>XS2314126546</b>	2Y - 30Y
<b>XS2314139010</b>	2Y - 10Y - 30Y
<b>XS2314139283</b>	2Y - 10Y - 30Y
<b>XS2314165361</b>	2Y - 10Y - 30Y
<b>XS2314202230</b>	5Y - 10Y - 30Y
<b>XS2314231254</b>	2Y - 10Y - 30Y