

Base Prospectus dated 4 November 2009



GDF SUEZ

*(incorporated with limited liability in the Republic of France) as Issuer and as Guarantor in respect of
Notes issued by Electrabel*

ELECTRABEL

(incorporated with limited liability in the Kingdom of Belgium) as Issuer

€25,000,000,000 Euro Medium Term Note Programme

Under the Programme, GDF SUEZ (“**GDF SUEZ**”, in its capacity as guarantor of Notes (as defined below) issued by Electrabel, the “**Guarantor**” or, in its capacity as issuer, an “**Issuer**”) and Electrabel (“**Electrabel**” or in its capacity as issuer, an “**Issuer**” and, together with GDF SUEZ, the “**Issuers**”), 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 €25,000,000,000 (or the equivalent in other currencies). Subject to compliance with all relevant laws, regulations and directives, Notes issued by GDF SUEZ may be issued in euro, U.S. dollar, Japanese yen, Swiss franc, Sterling and in any other currency agreed between GDF SUEZ and the relevant Dealers and Notes issued by Electrabel may be issued in euro, U.S. dollar, Japanese yen, Swiss franc, Sterling and in any other currency of a Member State of the OECD agreed between Electrabel and the relevant Dealers. Notes issued by Electrabel will be unconditionally and irrevocably guaranteed by GDF SUEZ.

This Base Prospectus constitutes two base prospectuses for the purposes of Article 5.4 of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (the “**Prospectus Directive**”) in respect of, and for the purposes of giving information with regard to, GDF SUEZ and its fully consolidated subsidiaries taken as a whole (the “**Group**”), and Electrabel which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of GDF SUEZ and Electrabel.

Application has been made to the *Autorité des marchés financiers* (the “**AMF**”) in France for approval of this Base Prospectus, in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* which implements the Directive 2003/71/EC of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading.

Application may be made to Euronext Paris for the period of 12 months from the date of this Base Prospectus for Notes issued under the Programme to be listed and admitted to trading on Euronext Paris and/or to the competent authority of any other Member State of the European Economic Area (“**EEA**”) for Notes issued under the Programme to be listed and admitted to trading on a Regulated Market (as defined below) in such Member State. Euronext Paris is a regulated market for the purposes of the Markets in Financial Instruments Directive 2004/39/EEC, appearing on the list of regulated markets issued by the European Commission (a “**Regulated Market**”).

However, Notes may be issued under the Programme that are listed on other stock exchanges (whether on a Regulated Market or not) or are not listed and admitted to trading. The relevant final terms (the “**Final Terms**”) (a form of which is contained herein) in respect of the issue of any Notes will specify whether or not such Notes will be listed and admitted to trading and, if so, the relevant stock exchange.

Notes will be in such denomination(s) as may be specified in the relevant Final Terms, save that the minimum denomination of each Note will be (i) if issued by GDF SUEZ, €1,000, or (ii) if issued by Electrabel, €50,000 and in each case, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date, or such 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. Notes may be issued either in dematerialised form (the “**Dematerialised Notes**”) or, in the case of the GDF SUEZ only, in materialised form (the “**Materialised Notes**”) as more fully described herein. Electrabel may only issue Dematerialised Notes (the “**Electrabel Dematerialised Notes**”). Dematerialised Notes (other than Electrabel Dematerialised Notes) will at all times be in book entry form in compliance with Articles L.211-3 and R.211-1 of the French *Code monétaire et financier*. Electrabel Dematerialised Notes will at all times be in book entry form in compliance with Article 468 of the Belgian *Code des Sociétés* (the “**Companies Code**”). No physical documents of title will be issued in respect of the Dematerialised Notes. Materialised Notes will be in bearer form only and may only be issued outside France and the United States. Materialised Notes may not be physically delivered in Belgium other than to a clearing system, a depository or another similar institution for the purpose of their immobilisation. A temporary global certificate in bearer form without interest coupons attached (a “**Temporary Global Certificate**”) will initially be issued in connection with Materialised Notes. No interest will be payable on the Temporary Global Certificate. 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 40th day after the issue date of the Notes 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 (as defined below) intended to be cleared through Euroclear Bank S.A./N.V. (“**Euroclear**”) and/or Clearstream Banking, *société anonyme* (“**Clearstream, Luxembourg**”), be deposited on the issue date with a common depository 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 relevant Issuer and the relevant Dealer (as defined below). The Electrabel Dematerialised Notes will be cleared through the clearing system operated by the National Bank of Belgium (“**NBB**”) or any successor thereto (the “**X/N Clearing System**”).

The Programme has been rated Aa3 by Moody’s Investors Service Ltd (“**Moody’s**”) and A by Standard and Poor’s Ratings Services (“**S&P**”). GDF SUEZ is currently rated Aa3/P-1 by Moody’s with stable outlook and A/A-1 by S&P with positive outlook. Electrabel is currently rated A2/P-1 by Moody’s with stable outlook. Notes issued pursuant to the Programme may be unrated or rated differently from the current ratings of GDF SUEZ, Electrabel and the Programme. 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 final terms of the Notes will be determined at the time of the offering of each Tranche and will be set out in the relevant Final Terms.

Prospective investors should carefully review and consider the section of this Base Prospectus entitled “Risk Factors” prior to purchasing any Notes.

Arranger
Deutsche Bank

Dealers

Barclays Capital
CALYON Crédit Agricole CIB
Deutsche Bank
HSBC

Morgan Stanley
Société Générale Corporate & Investment Banking

BNP PARIBAS
Citi
Fortis Bank NV/SA
BofA Merrill Lynch
Natixis
The Royal Bank of Scotland

This Base Prospectus should be read and construed in conjunction with any supplement hereto and with any other documents incorporated by reference (see “Documents Incorporated by Reference”) and, each of which shall be incorporated in, and form part of this Base Prospectus in relation to any Series (as defined herein) of Notes, should be read and construed together with the relevant Final Terms, the Base Prospectus and the Final Terms being together, the “Prospectus”.

No person has been authorised to give any information or to make any representation other than those contained 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 any of the Issuers or the Guarantor, as the case may be, or any of the Dealers or the Arranger (each as defined in “General Description of the Programme”). 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 adverse change in the affairs of any of the Issuers or the Guarantor, as the case may be, or those of the Group 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 any of the Issuers or the Guarantor, as the case may be, or that of the Group since the date hereof or the date upon which this Base Prospectus has been most recently 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.

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 either of the Issuers, the Guarantor, the Dealers and the Arranger to inform themselves about and to observe any such restriction.

THE NOTES AND THE GUARANTEE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES 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 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 DELIVERED WITHIN THE UNITED STATES OR TO U.S. PERSONS. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON OFFERS AND SALES OF NOTES AND ON DISTRIBUTION OF THIS BASE PROSPECTUS, SEE “SUBSCRIPTION AND SALE”.

No action has been taken by any of the Issuers, the Guarantor or the Dealers which would permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any Final Terms or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms. Persons into whose possession this Base Prospectus comes are required by the Issuers and the Guarantor, the Dealers and the Arranger to inform themselves about and to observe any such restriction.

Neither this Base Prospectus nor any Final Terms constitutes an offer of, or an invitation by or on behalf of the Issuers, the Guarantor, 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. None of the Dealers or the Arranger makes any representation, express or implied, or

accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Base Prospectus. Neither this Base Prospectus nor any other information incorporated by reference in this Base Prospectus is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuers, the Guarantor, the Arranger or the Dealers that any recipient of this Base Prospectus or any Final Terms or any other information incorporated by reference should subscribe for or purchase the Notes. In making an investment decision regarding the Notes, prospective investors must rely on their own independent investigation and appraisal of the relevant Issuer and the Guarantor, as the case may be, its business and the terms of the offering, including the merits and risks involved. For further details, see “Risk Factors” herein. The contents of this Base Prospectus or any Final Terms are not to be construed as legal, business or tax advice. Each prospective investor should subscribe for or consult its own advisers as to legal, tax, financial, credit and related aspects of an investment in the Notes. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuers, the Guarantor or the Group during the life of the arrangements contemplated by this Base Prospectus nor 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.

The consolidated financial statements of GDF SUEZ and the groups comprising the merged entities, *i.e.* Gaz de France and Suez for the years ended 31 December 2007 and 31 December 2008 have been prepared in accordance with International Financial Reporting Standards (“IFRS”). Pro forma financial information for GDF SUEZ has been prepared for the years ended 31 December 2007 and 31 December 2008, as though the merger had taken place on 1 January of each of the periods presented. The consolidated financial statements of GDF SUEZ for the year ended 31 December 2009 will be prepared in accordance with IFRS.

The non-consolidated financial statements of Electrabel for the years ended 31 December 2007 and 31 December 2008 have been prepared in accordance with generally accepted accounting principles in Belgium (“Belgian GAAP”).

In connection with the issue and distribution of any Tranche (as defined in “General Description of the Programme”) of Notes, the Dealer or the Dealers (if any) named as the stabilising manager(s) (the “Stabilising Manager(s)”) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to “€”, “Euro”, “EUR” or “euro” are to the single currency of the participating member states of the European Economic and Monetary Union which was introduced on 1 January 1999, references to “£”, “pounds sterling”, “GBP” and “Sterling” are to the lawful currency of the United Kingdom, references to “\$”, “USD” and “U.S. Dollars” are to the lawful currency of the United States of America, references to “¥”, “JPY”, “Japanese yen” and “Yen” are to the lawful currency of Japan and references to “CHF” and “Swiss francs” are to the lawful currency of Switzerland.

FORWARD-LOOKING STATEMENTS

This Base Prospectus contains certain statements that are forward-looking including statements with respect to each of the Issuers' business strategies, expansion and growth of operations, trends in its business, competitive advantage, and technological and regulatory changes, information on exchange rate risk and generally includes all statements preceded by, followed by or that include the words "**believe**", "**expect**", "**project**", "**anticipate**", "**seek**", "**estimate**" or similar expressions. Such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and actual results may differ materially from those in the forward-looking statements as a result of various factors. Potential investors are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof.

TABLE OF CONTENTS

	Page
SUMMARY OF THE PROGRAMME	6
RÉSUMÉ DU PROGRAMME EN FRANCAIS (SUMMARY IN FRENCH OF THE PROGRAMME).....	15
RISK FACTORS	25
GENERAL DESCRIPTION OF THE PROGRAMME	37
DOCUMENTS ON DISPLAY	45
DOCUMENTS INCORPORATED BY REFERENCE.....	47
INFORMATION INCORPORATED BY REFERENCE IN RESPECT OF GDF SUEZ	49
INFORMATION INCORPORATED BY REFERENCE IN RESPECT OF ELECTRABEL.....	54
SUPPLEMENT TO THE BASE PROSPECTUS.....	56
CLEARING OF THE ELECTRABEL DEMATERIALISED NOTES.....	57
TERMS AND CONDITIONS OF THE NOTES	58
GUARANTEE OF GDF SUEZ.....	91
TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALISED BEARER NOTES	93
USE OF PROCEEDS	95
DESCRIPTION OF GDF SUEZ	96
DESCRIPTION OF ELECTRABEL	101
RECENT DEVELOPMENTS OF THE ISSUERS	107
TAXATION.....	132
SUBSCRIPTION AND SALE	137
FORM OF FINAL TERMS.....	142
GENERAL INFORMATION	177
PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS	179

SUMMARY OF THE PROGRAMME

This summary is provided for purposes of the issue by GDF SUEZ of Notes of a denomination less than €50,000. Investors in Notes of a denomination equal or greater than €50,000 should not rely on this summary in any way, and GDF SUEZ accepts no liability to such investors. This summary must be read as an introduction to this Base Prospectus and any decision to invest in the Notes should be based on a consideration of this Base Prospectus as a whole, including the documents incorporated by reference. Following the implementation of the relevant provisions of the Prospectus Directive in each Member State of the European Economic Area (an “EEA State”), no civil liability will attach to GDF SUEZ in any such Member State solely on the basis of this summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus. Where a claim relating to information contained in this Base Prospectus is brought before a court in an EEA State, the plaintiff may, under the national legislation of the EEA State where the claim is brought, be required to bear the costs of translating this Base Prospectus before the legal proceedings are initiated.

*Words and expressions defined in “**Terms and Conditions of the Notes**” below shall have the same meanings in this summary.*

1 Notes to be issued under the Programme

Description of the Programme	Euro Medium Term Note Programme for the continuous offer of Notes (the “ Programme ”)
Issuer	GDF SUEZ
Substituted Issuer(s)	GDF SUEZ may at any time transfer all of its rights, obligations and liabilities under the Notes to a fully consolidated subsidiary of GDF SUEZ. See “ Terms and Conditions of the Notes – Substitution of any Issuer ”.
Programme Limit	Up to €25,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time, including Notes of Electrabel or a Substituted Issuer
Arranger	Deutsche Bank AG, Paris Branch
Dealers under the Programme	Barclays Bank PLC BNP Paribas CALYON Citigroup Global Markets Limited Deutsche Bank AG, London Branch Fortis Bank NV/SA HSBC Bank plc Merrill Lynch International Morgan Stanley & Co. International plc Natixis Société Générale The Royal Bank of Scotland plc
Fiscal Agent and Principal Paying	Citibank, N.A., London Branch

Agent	
Paying Agent	Citibank International plc, Paris Branch
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 supplemented, where necessary, with supplemental 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 set out in the Final Terms to this Base Prospectus (the “Final Terms”).
Maturities	Subject to compliance with all relevant laws, regulations and directives, any maturity from one month from the date of original issue.
Currencies	Subject to compliance with all relevant laws, regulations and directives, Notes issued by GDF SUEZ may be issued in euro, U.S. dollar, Japanese yen, Swiss franc, Sterling and in any other currency agreed between GDF SUEZ and the relevant Dealers.
Denomination(s)	Notes will be in such denomination(s) as may be specified in the relevant Final Terms, save that the minimum denomination of each Note will be, when issued by GDF SUEZ, €1,000 (or if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date) or such 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. Unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) having a maturity of less than one year from the date of issue and in respect of which the issue proceeds are to be accepted by GDF SUEZ in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 of the Financial Services and Markets Act 2000 (the “FSMA”) will have a minimum denomination of £100,000 (or its equivalent in other currencies).
Form of Notes	Notes may be issued either in dematerialised form (“ Dematerialised Notes ”) or in materialised form (“ Materialised Notes ”). Dematerialised Notes will not be exchangeable for Materialised Notes and Materialised Notes will not be exchangeable for Dematerialised Notes.

The relevant Final Terms will specify whether Dematerialised Notes issued by GDF SUEZ are to be in bearer (*au porteur*) dematerialised form or in registered (*au nominatif*) dematerialised form.

Materialised Notes will be in bearer form (“**Materialised Bearer Notes**”) only. A Temporary Global Certificate will be issued initially in respect of each Tranche of Materialised Bearer Notes. Materialised Notes may only be issued outside France and outside the United States. Materialised Notes may not be physically delivered in Belgium, other than to a clearing system, a depository or another similar institution for the purpose of their immobilisation.

Status of Notes

The Notes will constitute unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of GDF SUEZ and will rank *pari passu* without preference or priority among themselves and (save for certain obligations required to be preferred by law) equally and rateably with all other present or future unsecured and unsubordinated obligations, indebtedness and guarantees of the relevant Issuer.

Negative Pledge

There will be a negative pledge in respect of Notes as set out in Condition 4 - see “**Terms and Conditions of the Notes - Negative Pledge**”.

**Event of Default
(including cross-default)**

There will be events of default including a cross-default in respect of the Notes as set out in Condition 9 - see “**Terms and Conditions of the Notes - Events of Default**”.

Redemption Amount

The relevant Final Terms will specify the basis for calculating the redemption amounts payable.

Optional Redemption

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

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**” above, Notes will be redeemable at the option of the relevant Issuer prior to maturity only for tax reasons. See “**Terms and Conditions of the Notes - Redemption, Purchase and Options**”.

Taxation

Payments of interest and other revenues made by GDF SUEZ in respect of the Notes will be made without withholding or deduction for, or on account of, the withholding tax set out under Article 125 A III of the French tax code, as provided by Article 131 *quater* of the French tax code, to the extent that the

	Notes are issued (or are deemed to be issued) outside France. See “ Terms and Conditions of the Notes - Taxation ”.
Types of Notes	GDF SUEZ may issue Fixed Rated Notes, Floating Rate Notes, Zero Coupon Notes, Dual Currency Notes and Index Linked Notes or other Notes as specified in the relevant Final Terms.
Governing Law	The Notes, the Guarantee and all non-contractual obligations arising out of or in connection with them, are governed by French law.
Method of publication of the Base Prospectus, any Supplement and Final Terms	This Base Prospectus, any supplement to this Base Prospectus and the Final Terms related to the Notes listed and admitted to trading on any Regulated Market in the EEA will be published on the websites of (a) the AMF (www.amf-france.org) and (b) in the case of Notes issued by GDF SUEZ on its website (www.gdfsuez.com). Any such documents will also be available free of charge during normal business hours on any weekdays (excluding Saturdays, Sundays and public holidays) at the registered office of each relevant Issuer at the address specified at the end of this Base Prospectus.
Listing and Admission to trading	Listing and admission to trading on Euronext Paris or as otherwise specified in the relevant Final Terms. A Series of Notes may be unlisted.
Offer to the Public	Unless the Final Terms so specify, the Notes shall not be offered to the public in France and/or in any Member State of the European Economic Area.
Selling Restrictions	There are restrictions on the offers and sale of Notes and the distribution of offering material in various jurisdictions. See “ Plan of Distribution ”. In connection with the offering and sale of a particular Tranche, additional selling restrictions may be imposed which will be set out in the relevant Final Terms.

2 Key information about the Issuer

(A) Key information about the Issuer

GDF SUEZ (“**GDF SUEZ**” or the “**Issuer**”, and together with its fully consolidated subsidiaries taken as a whole, the “**Group**”) is one of the world’s leading energy providers, active across the entire energy value chain - upstream and downstream - in both electricity and natural gas¹. GDF SUEZ (formerly referred to as Gaz de France) is the result of the merger of SUEZ (absorbed company) by Gaz de France (absorbing company), following the decision of the Combined General Shareholders’ Meetings of Gaz de France and Suez on 16 July 2008. The merger took effect on 22 July 2008.

¹ Source: the 2008 GDF SUEZ Reference Document (as defined in the section “**Documents Incorporated by Reference**” of this Base Prospectus).

GDF SUEZ is incorporated in France as a *société anonyme* (limited liability company) with a board of directors subject to legal and regulatory provisions applicable to limited liability commercial companies and any specific laws governing the Issuer and its by laws. It has been registered at the *Registre du Commerce et des Sociétés de Paris* since 24 December 1954 under reference number SIREN 542 107 651. Its registered and principal office is located at 16-26, rue du Docteur Lancereaux, 75008 Paris, France.

Summary of the Group's business activities

GDF SUEZ has a presence across the entire energy chain, in electricity and natural gas, every step of the way, including:

- purchase, production and commercialisation of natural gas and electricity;
- transport, distribution, management and development of major natural gas infrastructures; and
- design and commercialisation of energy services and environment-related services.

GDF SUEZ has a balanced profile thanks to its presence in complementary businesses across the energy value chain and in regions with varying circumstances. Thanks to the industrially and geographically complementary nature of the two merged groups, Suez and Gaz de France, GDF SUEZ holds a leading position in the European and global energy landscape. The Group boasts high-performing energy businesses and a significant degree of convergence between natural gas and electricity activities; it is backed by solid assets that combine expertise, a balanced energy mix, natural gas/electricity convergence and a global presence. It features a diversified supply portfolio and a flexible, high-performing electricity generation system that is capable of proposing innovative energy solutions to private individuals, communities and companies².

GDF SUEZ is organised into five energy Business Lines and one environment Business Line:

- in France, the Energy France Business Line;
- the Energy Europe & International Business Line;
- the Global Gas & LNG Business Line;
- the Infrastructures Business Line; and
- the Energy Services Business Line.

SUEZ Environment Company provides services related to water, sanitation and waste management as well as water treatment engineering.

(B) Share capital

As at 31 August 2009, the share capital is €2,259,781,826, made-up of €2,259,781,826 fully paid-up shares of a par value of €1 each and representing 2,214,786,483 voting rights.

² Source: the 2008 GDF SUEZ Reference Document (as defined in the section “**Documents Incorporated by Reference**” of this Base Prospectus).

(C) **Key information concerning selected financial data of the Issuer as of 30 June 2009**

The following tables show the key figures related to the income statement and the balance sheet of GDF SUEZ as at 30 June 2009, the balance sheet of GDF SUEZ as at 31 December 2008 and the 30 June 2008 unaudited pro forma data.

Summary income statement

GDF SUEZ

In €m

Pro forma 2008 unaudited data	H1 2008	H1 2009
Revenues	41,253	42,212
Purchases	(21,755)	(22,648)
Personnel costs	(5,413)	(5,760)
Amortization depreciation and provisions	(2,432)	(2,693)
Other operating incomes and expenses	(6,610)	(6,150)
Current operating income	5,043	4,962
MtM, impairment, restructuring and disposals	90	267
Income from operating activities	5,133	5,229
Financial result (expense)	(345)	(708)
<i>o/w cost of net debt</i>	(419)	(728)
<i>o/w discounting expense related to long term provisions</i>	(245)	(302)
<i>o/w dividends and others</i>	319	322
Income tax	(1,222)	(1,098)
<i>o/w current income tax</i>	(1,431)	(820)
<i>o/w deferred income tax</i>	208	(278)
Share in net income of associates	278	203
Remedies	104	0
Minority interests	(467)	(363)
<i>o/w minority interests on remedies</i>	(40)	
Net income – group share	3,481	3,263
EBITDA	7,685	7,857

2009 Half Year Results - August 27, 2009

Balance sheet, P/L and cash flow statement

2

Summary balance sheet

GDF SUEZ

In €bn

ASSETS	12/31/08	06/30/09	LIABILITIES	12/31/08	06/30/09
NON CURRENT ASSETS	115.2	117.8	Equity, group share	57.7	59.9
			Minority interests	5.1	4.9
CURRENT ASSETS	52.0	52.4	TOTAL EQUITY	62.8	64.8
<i>o/w financial assets valued at fair value through profit/loss</i>	0.8	1.8	Provisions	14.8	14.5
<i>o/w cash & equivalents</i>	9.0	11.9	Financial debt	38.8	41.9
			Other liabilities	50.8	49.0
TOTAL ASSETS	167.2	170.2	TOTAL LIABILITIES	167.2	170.2

2009 Half Year Results - August 27, 2009

Balance sheet, P/L and cash flow statement

1

(D) Key information concerning selected financial data of the Issuer as of 31 December 2008

Financial information concerning the assets, liabilities, financial position, and profit and loss of GDF SUEZ, and for the groups comprising the merged entity, i.e. Gaz de France and Suez, has been provided for the years ended 31 December 2007 and 2008 and has been prepared in accordance with the IFRS.

The Group's key figures also include unaudited *pro forma* information for the years ended 31 December 2007 and 2008. The sole objective of this *pro forma* information is to show the effects that the merger of Gaz de France and Suez might have had on the income statements of GDF SUEZ at 31 December 2008 and 31 December 2007, had the merger taken place at 1 January of each of the periods presented. More informations about the *pro forma* financial information and the related report of the Statutory Auditors can be found on pages 412 to 422 of the 2008 GDF SUEZ Reference Document (as defined in the section “**Documents Incorporated by Reference**” of this Base Prospectus).

	GDF SUEZ (published)	GDF SUEZ (pro forma)	GDF SUEZ (pro forma)	Suez	Gaz de France
<i>In millions of euros</i>	2008	2008	2007	2007	2007
1. Revenues	67,924	83,053	71,228	47,475	27,427
of which revenues generated outside France	47,156	52,708	43,998	35,543	11,361
2. Income statement					
• EBITDA	10,054	13,886	12,539	7,433	5,696
• Gross operating surplus					5,666
• Gross operating income				7,965	
• Operating income					3,874
• Current operating income	6,224	8,561	7,824	5,175	
• Net income Group share	4,857	6,504	5,752	3,924	2,472
3. Cash flows					
Cash flow from operating activities	4,393	7,726	10,429	6,017	4,778
of which cash generated from operations before income tax and working capital requirements	9,686	13,287	12,451	7,267	
of which operating cash flow					5,904
Cash flow from (used in) investing activities	(7,348)	(11,845)	(6,937)	(4,681)	(2,623)
Cash flow from (used in) activities financing	5,528	3,084	(4,231)	(2,518)	(1,403)
4. Balance sheet					
Shareholders' equity	57,748	57,748	NA	22,193	17,953
Total equity	62,818	62,818	NA	24,861	18,501
Total assets	167,208	167,208	NA	79,127	46,178
5. Share data (in euros)					
• Average number of shares outstanding ^(a)	1,630,148,305	2,160,674,796	2,177,496,287	1,269,572,284	983,115,173
• Number of shares at year-end	2,193,643,820	2,193,643,820	NA	1,307,043,522	983,871,988
• Earnings per share	2.98	3.01	2.64	3.09	2.51
• Dividend distributed	1.40	1.40	NA	1.36	1.26
6. Headcount					
Total workforce			NA		47,560
Total average workforce	234,653	234,653	NA	192,821	
• Fully consolidated companies	194,920	194,920	NA	146,350	
• Proportionately consolidated companies	31,174	31,174	NA	37,592	
• Equity-accounted companies	8,559	8,559	NA	8,879	
<i>(a) Earnings per share is calculated based on the average number of shares outstanding, net of treasury shares. 2008 dividend: proposed dividend (including an interim dividend of €0.8 paid in November 2008).</i>					

3 Risk Factors

(A) Risk factors relating to the Issuer

Prospective investors should consider, among other things, the risk factors described in “**Risk Factors**” below, which include the following risk factors related to GDF SUEZ, its operations and its industry and which are inherent in investing in Notes under the Programme:

- Risks related to the changing environment in which the Group operates;
- Risks related to the GDF SUEZ business model which is subject to numerous constraints;
- Risks related to industrial safety which is at the heart of GDF SUEZ activities; and
- Transversal risks related to ethics and compliance, legal risks, human resources, health and safety and protection of corporate assets and risks related to information systems.

Any and all of these risks could have a significant adverse effect on GDF SUEZ, its strategy, its operations, its assets, its prospects, its financial position, results or on its share price.

Please see “**Risk factors**” below for further details.

(B) Risk Factors relating to the Notes

There are certain factors that may affect GDF SUEZ’s ability to fulfil its obligations under Notes issued under the Programme, including:

- General risks relating to the Notes (e.g. independent review and advice, potential conflicts of interest, legality of purchase, taxation, liquidity risks, exchange rate risks) such as:
 - there can be no assurance of a secondary market for the Notes or the continuity of such market if one develops and there can thus be a lack of liquidity on such market;
 - the market value of the Notes will be affected by the creditworthiness of the relevant Issuer, and/or that of the Group and/or, as the case may be, that of the Guarantor and a number of additional factors;
- Risks relating to the structure of a particular issue of Notes (e.g. optional redemption, fixed rate Notes, floating rate Notes, index-linked Notes).

Please see “**Risk factors**” below for further details.

RÉSUMÉ DU PROGRAMME EN FRANCAIS (SUMMARY IN FRENCH OF THE PROGRAMME)

*Ce résumé est fourni pour les besoins de l'émission par GDF SUEZ de Titres d'une valeur nominale inférieure à 50.000 euros. Les souscripteurs de Titres d'une valeur nominale égale ou supérieure à 50.000 euros ne doivent en aucune manière se fonder sur ce résumé et GDF SUEZ n'accepte aucune responsabilité vis-à-vis de ces souscripteurs. Ce résumé doit être lu comme une introduction au présent Prospectus de Base. Toute décision d'investir dans les Titres à émettre dans le cadre du Programme doit être fondée sur un examen exhaustif du Prospectus de Base, incluant les documents incorporés par référence. A la suite de la transposition des dispositions de la Directive Prospectus dans chaque État membre de l'Espace Économique Européen (un « **État membre de l'EEE** »), aucune responsabilité civile ne peut être retenue à l'encontre de GDF SUEZ dans aucun État membre de l'EEE, sur la base de ce seul résumé, y compris sa traduction, sauf si celui-ci s'avère trompeur, inexact ou contradictoire par rapport aux autres sections du présent Prospectus de Base. Lorsqu'une action en responsabilité fondée sur les informations contenues dans le Prospectus de Base est intentée devant une juridiction d'un État membre de l'EEE, le plaignant peut, conformément à la législation nationale en vigueur dans l'État membre de l'EEE où l'action est intentée, se voir dans l'obligation de supporter les frais de traduction du présent Prospectus de Base avant le début de toute procédure judiciaire.*

*Les termes et expressions définis dans la section « **Modalités des Titres** » (Terms and Conditions of the Notes) du Prospectus de Base ont la même signification dans le présent résumé.*

1 Informations clés relatives aux Titres émis sous le Programme

Description	Programme d'émission de titres de créance (<i>Euro Medium Term Note Programme</i>) pour l'offre de titres en continu (le « Programme »).
Émetteur	GDF SUEZ
Émetteur(s) Substitué(s)	GDF SUEZ peut, à tout moment, transférer l'intégralité de ses droits, obligations et engagements au titre des Titres à une filiale consolidée par intégration globale de GDF SUEZ. Se reporter à la section « Modalités des Titres – Substitution de tout Émetteur ».
Montant Maximum du Programme	Jusqu'à 25 000 000 000 d'euros (ou la contre-valeur de ce montant dans toute autre devise, calculée à la date d'émission) représentant le montant nominal total des Titres en circulation à tout moment, y compris les Titres d'Electrabel ou d'un Émetteur Substitué.
Arrangeur	Deutsche Bank AG, Paris Branch
Agents Placeurs	Barclays Bank PLC BNP Paribas CALYON Citigroup Global Markets Limited Deutsche Bank AG, London Branch Fortis Bank NV/SA HSBC Bank plc

	Merrill Lynch International Morgan Stanley & Co. International plc Natixis Société Générale The Royal Bank of Scotland plc
Agent Financier et Agent Payeur Principal	Citibank, N.A., London Branch
Agent Payeur	Citibank International plc, Paris Branch
Méthode d'Émission	Les Titres seront émis dans le cadre d'émissions syndiquées ou non syndiquées. Les Titres seront émis par souche (chacune une « Souche »), à une même date ou à des dates d'émission différentes et seront soumis pour leurs autres caractéristiques à des modalités identiques (à l'exception du premier paiement d'intérêts), les Titres de chaque Souche étant supposés être fongibles entre eux. Chaque Souche peut être émise par tranche (chacune une « Tranche ») à une même date d'émission ou à des dates d'émission différentes. Les modalités spécifiques de chaque Tranche (qui seront complétées si nécessaire par des modalités supplémentaires et seront identiques aux modalités des autres Tranches de la même Souche, à l'exception de la date d'émission, du prix d'émission, du premier paiement d'intérêts et le montant nominal de la Tranche) figureront dans des Conditions Définitives complétant le présent Prospectus de Base.
Échéances	Sous réserve du respect de toutes les lois, réglementations et directives applicables, toute échéance d'un mois minimum à compter de la date d'émission initiale.
Devises	Sous réserve du respect de toutes les lois, réglementations et directives applicables, les Titres émis par GDF SUEZ peuvent être émis en euro, dollar américain, yen japonais, franc suisse, livre sterling et en toute autre devise qui pourrait être convenue entre GDF SUEZ et les Agents Placeurs concernés.
Valeur(s) nominale(s)	Les Titres seront émis à la(aux) valeur(s) nominale(s) indiquée(s) dans les Conditions Définitives concernée(s), excepté la valeur nominale minimale de chaque Titre émis par GDF SUEZ qui sera de 1.000 euros (ou, si les Titres sont libellés dans une devise autre que l'euro, la contre-valeur de ce montant dans cette devise calculée à la date d'émission) ou tout autre montant supérieur qui serait autorisé ou requis par la banque centrale concernée (ou une autre autorité équivalente) ou par toute loi ou réglementation applicable à la devise choisie. A moins que les lois et règlements alors en vigueur n'en disposent autrement, les Titres (y compris les Titres libellés en livre sterling) qui ont une maturité inférieure à un an à compter de la date d'émission initiale et pour lesquels l'Émetteur

percevra le produit de l'émission au Royaume-Uni ou dont l'émission constitue une contravention aux dispositions de la section 19 du *Financial Services and Markets Act* de 2000 (« **FSMA** »), auront une valeur nominale minimum de 100.000 livres sterling (ou la contre-valeur de ce montant dans d'autres devises).

Forme des Titres

Les Titres peuvent être émis soit sous forme de titres dématérialisés (« **Titres Dématérialisés** »), soit sous forme de titres matérialisés (« **Titres Matérialisés** »). Les Titres Dématérialisés ne pourront pas être échangés contre des Titres Matérialisés et les Titres Matérialisés ne pourront pas être échangés contre des Titres Dématérialisés.

Les Conditions Définitives concernées indiqueront si les Titres Dématérialisés émis par GDF SUEZ sont émis au porteur ou au nominatif.

Les Titres Matérialisés seront émis au porteur (« **Titres Matérialisés au Porteur** ») uniquement. Un Certificat Global Temporaire relatif à chaque Tranche de Titres Matérialisés au Porteur sera initialement émis. Les Titres Matérialisés pourront uniquement être émis hors de France et hors des États-Unis d'Amérique. Les Titres Matérialisés ne pourront pas être livrés physiquement en Belgique autrement qu'à un système de compensation, un dépositaire ou toute autre institution similaire pour les besoins de leur immobilisation.

Rang de créance des Titres

Les Titres constitueront des engagements inconditionnels, non subordonnés et (sans préjudice des stipulations de l'Article 4) non assortis de sûretés de GDF SUEZ venant au même rang entre eux et (sous réserve des dispositions impératives du droit) au même rang que tout autre engagement, endettement et garantie présent ou futur non assorti de sûreté et non subordonné, de l'Émetteur concerné.

Maintien de l'emprunt à son rang

Une clause de maintien de l'emprunt à son rang au titre des Titres est prévue par l'Article 4 - se reporter à la section « **Modalités des Titres – Maintien de l'Emprunt à son Rang** ».

Cas de défaut (y compris défaut croisé)

Des cas de défaut y compris de défaut croisé au titre des Titres sont prévus par l'Article 9 – se reporter à la section « **Modalités des Titres – Cas de Défaut** ».

Montant de Remboursement

Les Conditions Définitives concernées définiront la base de calcul des montants de remboursement dus.

Option de Remboursement

Les Conditions Définitives préparées à l'occasion de chaque émission de Titres indiqueront si ceux-ci peuvent être remboursés avant la date d'échéance prévue au gré de l'Émetteur concerné (en totalité ou en partie) et/ou des porteurs de Titres et, si tel est le cas, les modalités applicables

	à ce remboursement.
	Les Conditions Définitives préparées à l'occasion de chaque émission de Titres qui sont remboursables en deux versements ou plus stipuleront les dates et les montants auxquels ces Titres sont remboursables.
Remboursement Anticipé	Sous réserve de ce qui est prévu dans le paragraphe « Option de Remboursement » ci-dessus, les Titres seront remboursables à l'option de l'Émetteur concerné avant la date d'échéance prévue pour raisons fiscales uniquement. Se reporter à la section « Modalités des Titres – Remboursement, Achat et Options ».
Fiscalité	Les paiements d'intérêts et autres revenus afférents aux Titres effectués par GDF SUEZ seront effectués libres de toute déduction ou retenue pour ou au titre de la retenue à la source prévue par l'article 125 A III du Code général des impôts français, tel que prévu par l'article 131 <i>quater</i> du Code général des impôts français, dans la mesure où les Titres sont émis (ou réputés émis) hors de France. Se reporter à la section « Modalités des Titres – Fiscalité ».
Types de Titres	GDF SUEZ peut émettre des Titres à Taux Fixe, des Titres à Taux Variable, des Titres à Coupon Zéro, des Titres Libellés en Deux Devises et des Titres Indexés ou d'autres Titres tels que prévus par les Conditions Définitives concernées.
Droit applicable	Les Titres, la Garantie et toutes les obligations non-contractuelles issues de ou qui y sont liées, sont régis par le droit français.
Méthode de publication du Prospectus de Base, le(s) supplément(s) et les Conditions Définitives :	Le Prospectus de Base, le(s) supplément(s) au Prospectus de Base, le cas échéant, et les Conditions Définitives relatives aux Titres cotés et admis à la négociation sur un Marché Réglementé de l'Espace Economique Européen seront publiés sur les sites (a) de l'AMF (www.amf-france.org) et (b) dans le cas de Titres émis par GDF SUEZ sur son site (www.gdfsuez.com). Ces documents seront également disponibles sans frais, aux heures d'ouverture en semaine (à l'exclusion des samedis, dimanches et jours fériés) au siège social de chacun des Emetteurs concerné à l'adresse indiquée à la fin du Prospectus de Base.
Cotation et Admission à la Négociation	Cotation et admission à la négociation sur Euronext Paris ou sur toute autre bourse indiquée dans les Conditions Définitives concernées. Une Souche de Titres pourra ne faire l'objet d'aucune cotation.
Offre au Public	A moins que les Conditions Définitives concernées ne l'indiquent autrement, les Titres ne seront pas offerts au public en France et/ou dans tout autre État membre de l'Espace Économique Européen.

Restrictions de Vente

L'offre et la vente des Titres ainsi que la distribution des documents d'offre sont soumises à des restrictions dans plusieurs pays. Se reporter à la section « **Plan de Distribution** ». Des restrictions de vente supplémentaires pourront être prévues à l'occasion de l'offre et de la vente d'une Souche particulière et seront indiquées dans les Conditions Définitives concernées.

2 Informations clés relatives à l'Émetteur

(A) Informations clés relatives à l'émetteur

GDF SUEZ (« **GDF SUEZ** » ou l'« **Émetteur** », et avec l'ensemble de ses filiales entièrement consolidées, le « **Groupe** ») est l'un des principaux fournisseurs mondiaux d'énergie présent sur l'ensemble de la chaîne de l'énergie, en électricité et en gaz naturel, de l'amont à l'aval³. La société GDF SUEZ (anciennement dénommée Gaz de France) résulte de la fusion-absorption de SUEZ (société absorbée) par Gaz de France (société absorbante), par décisions des Assemblées Générales Mixtes des actionnaires de Gaz de France et de SUEZ en date du 16 juillet 2008, laquelle fusion a pris effet le 22 juillet 2008.

La Société GDF SUEZ est constituée en France sous la forme d'une société anonyme à Conseil d'Administration soumise aux dispositions législatives et réglementaires applicables aux sociétés commerciales de forme anonyme, sous réserve des lois spécifiques régissant la Société, et à ses statuts. Elle est immatriculée, depuis le 24 décembre 1954, au Registre du Commerce et des Sociétés de Paris sous le numéro SIREN 542 107 651. Son siège social réel et statutaire est situé au 16-26, rue du Docteur Lancereaux, 75008 Paris, France.

Résumé des activités du Groupe

GDF SUEZ est présent sur l'ensemble de la chaîne de l'énergie, en électricité et en gaz naturel, de l'amont à l'aval:

- achat, production et commercialisation de gaz naturel et d'électricité ;
- transport, distribution, gestion et développement de grandes infrastructures de gaz naturel ;
- conception et commercialisation des services énergétiques et de services liés à l'environnement.

GDF SUEZ présente un profil équilibré par sa présence dans des métiers complémentaires sur toute la chaîne de valeur de l'énergie et des régions soumis à des cycles différents. GDF SUEZ, bénéficiant de la complémentarité industrielle et géographique des deux groupes fusionnés Suez et Gaz de France, occupe, dans le paysage énergétique européen et mondial, une position de premier ordre. Le Groupe est doté d'activités énergétiques très performantes et d'un degré de convergence gaz et électricité important ; il s'appuie sur des atouts solides associant expertise, mix énergétique équilibré, convergence gaz/électricité et présence mondiale. Il dispose d'un

³ Source: Document de Référence GDF SUEZ 2008 (tel que défini dans la section « **Documents Incorporés par Référence** ») de ce Prospectus de Base.) .

portefeuille d'approvisionnement diversifié et d'un parc de production électrique flexible et performant pour proposer des solutions énergétiques innovantes aux particuliers, aux collectivités et aux entreprises⁴.

GDF SUEZ est organisé autour de 5 Branches « énergie » et d'une Branche « environnement »:

- en France, la Branche Énergie France ;
- la Branche Énergie Europe & International ;
- la Branche Global Gaz et GNL ;
- la Branche Infrastructures ; et
- la Branche Services .

SUEZ Environment Company assure les services d'eau, d'assainissement et de propreté ainsi que l'ingénierie du traitement de l'eau.

(B) Capital Social

Au 31 août 2009, le capital social de GDF SUEZ a été porté à 2 259 781 826 euros, divisé en 2 259 781 826 actions entièrement libérées de 1 euro de nominal chacune, représentant 2 214 786 483 droits de vote.

(C) Informations clés concernant les données financières sélectionnées de l'Émetteur au 30 juin 2009

Les tableaux ci-dessous font état des chiffres clés concernant le compte de résultat et le bilan de GDF SUEZ au 30 juin 2009 et au 30 juin 2008, le bilan de GDF SUEZ au 31 décembre 2008 et l'information pro forma non auditée au 30 juin 2008.

⁴ Source: Document de Référence GDF SUEZ 2008 (tel que défini dans la section "Documents Incorporés par Référence") de ce Prospectus de Base.)

Compte de résultat simplifié

GDF SUEZ

En M€

Données 2008 proforma non auditées	S1 2008	S1 2009
Chiffre d'affaires	41 253	42 212
Achats	(21 755)	(22 648)
Charges de personnel	(5 413)	(5 760)
Amortissements, dépréciations et provisions	(2 432)	(2 693)
Autres produits et charges opérationnels	(6 610)	(6 150)
Résultat opérationnel courant	5 043	4 962
MTM, dépréciations d'actifs, restructurations et cessions	90	267
Résultat des activités opérationnelles	5 133	5 229
Résultat financier (charge)	(345)	(708)
<i>dont coût de l'endettement net</i>	<i>(419)</i>	<i>(728)</i>
<i>dont désactualisation des provisions</i>	<i>(245)</i>	<i>(302)</i>
<i>dont dividendes et autres</i>	<i>319</i>	<i>322</i>
Impôts	(1 222)	(1 098)
<i>dont impôts exigibles</i>	<i>(1 431)</i>	<i>(820)</i>
<i>dont impôts différés</i>	<i>208</i>	<i>(278)</i>
Part dans les entreprises associées	278	203
Remèdes	104	0
Intérêts minoritaires	(467)	(363)
<i>Dont intérêts minoritaires sur remèdes</i>	<i>(40)</i>	
Résultat net part du groupe	3 481	3 263
EBITDA	7 685	7 857

Résultats semestriels 2009 – 27 août, 2009

Bilan, compte de résultat et flux de trésorerie

2

Bilan simplifié

GDF SUEZ

En Mds€

ACTIF	31/12/08	30/06/09	PASSIF	31/12/08	30/06/09
ACTIFS NON COURANTS	115,2	117,8	Capitaux propres, part du groupe	57,7	59,9
			Intérêts minoritaires	5,1	4,9
ACTIFS COURANTS	52,0	52,4	TOTAL CAPITAUX PROPRES	62,8	64,8
Dont actifs financiers évalués à la juste valeur par résultat	0,8	1,8	Provisions	14,8	14,5
Dont trésorerie et équivalents de trésorerie	9,0	11,9	Dettes financières	38,8	41,9
			Autres dettes	50,8	49,0
TOTAL ACTIF	167,2	170,2	TOTAL PASSIF	167,2	170,2

Résultats semestriels 2009 – 27 août, 2009

Bilan, compte de résultat et flux de trésorerie

1

(D) Informations clés concernant les données financières sélectionnées de l'Émetteur au 31 décembre 2008

Les informations financières concernant le patrimoine, la situation financière et les résultats de GDF SUEZ, ou des groupes constitutifs de l'entité fusionnée respectivement Suez et Gaz de

France, fournies pour les exercices clos au 31 décembre 2007 et 31 décembre 2008 sont établies conformément aux normes comptables internationales IFRS.

Les chiffres clés du Groupe incluent également des données *pro forma* non auditées pour les exercices clos les 31 décembre 2007 et 2008. L'unique objectif de ces données *pro forma* est de montrer les effets que la fusion de Gaz de France et Suez auraient pu avoir sur les résultats de GDF SUEZ au 31 décembre 2008 et au 31 décembre 2007 si la fusion était intervenue au 1^{er} janvier de chaque période présentée. Pour plus d'informations concernant les informations financières *pro forma* et le rapport des commissaires aux comptes s'y rapportant, se référer aux pages 412 à 422 du Document de Référence GDF SUEZ 2008 (tel que défini dans la section **“Documents Incorporés par Référence”**).

	GDF SUEZ publié	GDF SUEZ pro forma	GDF SUEZ pro forma	Suez	Gaz de France
<i>En millions d'euros</i>	2008	2008	2007	2007	2007
1. Chiffre d'affaires	67 924	83 053	71 228	47 475	27 427
dont réalisé hors de France	47 156	52 708	43 998	35 543	11 361
2. Résultat					
• EBITDA	10 054	13 886	12 539	7 433	5 696
• Excédent brut opérationnel (EBO)					5 666
• Résultat brut d'exploitation (RBE)				7 965	
• Résultat opérationnel					3 874
• Résultat opérationnel courant	6 224	8 561	7 824	5 175	
• Résultat net part du groupe	4 857	6 504	5 752	3 924	2 472
3. Flux de trésorerie					
Flux issus des activités opérationnelles	4 393	7 726	10 429	6 017	4 778
dont marge brute d'autofinancement avant résultat financier et impôt	9 686	13 287	12 451	7 267	
dont cash flow opérationnel					5 904
Flux issus de l'investissement	(7 348)	(11 845)	(6 937)	(4 681)	(2 623)
Flux issus du financement	5 528	3 084	(4 231)	(2 518)	(1 403)
4. Bilan					
Capitaux propres part du Groupe	57 748	57 748	NA	22 193	17 953
Capitaux propres totaux	62 818	62 818	NA	24 861	18 501
Total bilan	167 208	167 208	NA	79 127	46 178
5. Données par action <i>(en euros)</i>					
• Nombre moyen d'actions en circulation (a)	1 630 148 305	2 160 674 796	2 177 496 287	1 269 572 284	983 115 173
• Nombre d'actions à la clôture	2 193 643 820	2 193 643 820	NA	1 307 043 522	983 871 988
• Résultat net par action	2,98	3,01	2,64	3,09	2,51
• Dividende distribué	1,40	1,40	NA	1,36	1,26
6. Effectifs					
Effectifs totaux			NA		47 560
Effectifs moyens totaux	234 653	234 653	NA	192 821	
• Sociétés en intégration globale	194 920	194 920	NA	146 350	
• Sociétés en intégration proportionnelle	31 174	31 174	NA	37 592	
• Sociétés mises en équivalence	8 559	8 559	NA	8 879	
<i>(a) Le résultat par action est calculé sur la base du nombre moyen d'actions en circulation, net d'autocontrôle.</i>					
<i>Dividende 2008 : proposé y compris l'acompte de 0,8 euro payé en novembre 2008.</i>					

3 Facteurs de Risques

(A) Facteurs de risques liés à l'Émetteur

Les investisseurs potentiels doivent considérer, entre autres, les facteurs de risque décrits au paragraphe « **Facteurs de Risques** » du Prospectus de Base, qui contient les facteurs de risques

suivants relatifs à GDF SUEZ, son exploitation et son activité et qui sont inhérents à tout investissement dans les Titres émis dans le cadre du Programme :

- Risques relatifs à l'environnement en mutation dans lequel GDF SUEZ agit;
- Risques relatifs au modèle d'entreprise de GDF SUEZ qui est soumis à de nombreuses contraintes ;
- Risques liés à la sécurité industrielle qui est au cœur de l'activité de GDF SUEZ;
- Risques transverses liés à l'éthique et à la compliance, risques juridiques et ressources humaines, la santé, la sécurité, la sûreté et la protection du patrimoine et les risques liés aux systèmes d'information.

Chacun de ces risques est susceptible d'avoir un effet négatif significatif sur GDF SUEZ, sa stratégie, son exploitation, ses actifs, ses perspectives, sa situation financière, son résultat ou le prix de ses actions.

Se reporter au paragraphe « **Facteurs de Risques** » du Prospectus de Base pour de plus amples informations.

(B) Facteurs de risques liés aux Titres

Certains facteurs pourraient affecter la capacité de GDF SUEZ à remplir ses obligations vis-à-vis des porteurs de Titres émis dans le cadre du Programme, notamment :

- Risques généraux relatifs aux Titres (ex : revue indépendante et conseil, conflits d'intérêt potentiels, légalité de la souscription, fiscalité, risques de liquidité et risques de change) tels que :
 - il ne peut y avoir de certitude sur l'existence d'un marché secondaire pour les Titres ou sur la continuité d'un tel marché si celui-ci se développe et il peut ainsi y avoir une absence de liquidité sur ce marché ;
 - la valeur des Titres sera affectée par la solvabilité de GDF SUEZ et par un certain nombre de facteurs supplémentaires ;
- Risques relatifs à la structure d'une émission particulière de Titres (ex : option de remboursement, Titres à taux fixe, Titres à taux flottant, Titres indexés).

Se reporter au paragraphe « **Facteurs de Risques** » du Prospectus de Base pour de plus amples informations.

RISK FACTORS

The Issuers and the Guarantor believe that the following factors may affect their ability to fulfil their obligations under the Notes issued under the Programme. All of these factors are contingencies which may or may not occur and the Issuers and the Guarantor are not in a position to express a view on the likelihood of any such contingency occurring.

Factors which the Issuers and the Guarantor believe may be material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuers and the Guarantor believe that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuers or the Guarantor to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuers and the Guarantor do not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.

1 Risk Factors Relating to the Notes

The following paragraphs describe some of the risk factors that are material to the Notes to be admitted to trading in order to assess the market risk associated with these Notes. They do not describe all the risks of an investment in the Notes. Prospective investors should consult their own financial and legal advisers about risks associated with investment in a particular Series of Notes and the suitability of investing in the Notes in light of their particular circumstances. These risk factors may be completed in the Final Terms of the relevant Notes for a particular issue of Notes.

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

1.1 General Risks Relating to the Notes

Independent Review and Advice

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

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

Potential Conflicts of Interest

Each of the Issuers, the Guarantor, the Dealer(s) or their respective affiliates may deal with and engage generally in any kind of commercial or investment banking or other business with any issuer of the securities taken up in an index, their respective affiliates or any guarantor or any other person or entities having obligations relating to any issuer of the securities taken up in an index or their respective affiliates or any

guarantor in the same manner as if any index-linked Notes issued under the Programme did not exist, regardless of whether any such action might have an adverse effect on an issuer of the securities taken up in the index, any of their respective affiliates or any guarantor.

Any Issuer and/or the Guarantor may from time to time be engaged in transactions involving an index or related derivatives which may affect the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders.

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 of the Notes that may influence the amount receivable upon redemption of the Notes.

Legality of Purchase

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

Modification, waivers and substitution

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

Regulatory Restrictions

Investors whose investment activities are subject to investment laws and regulations or to review or regulation by certain authorities may be subject to restrictions on investments in certain types of debt securities. Investors should review and consider such restrictions prior to investing in the Notes.

Taxation

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

EU Savings Directive

On 3 June 2003, the European Council of Economics and Finance Ministers adopted a directive 2003/48/EC on the taxation of savings income under the form of interest payments (the “**Directive**”). The Directive requires Member States, subject to a number of conditions being met, to provide to the tax authorities of other Member States details of payments of interest and other similar income made by a paying agent located

within its jurisdiction to an individual resident in that other Member State, except that, for a transitional period, Belgium, Luxembourg and Austria will instead withhold an amount on interest payments unless the relevant beneficial owner elects otherwise and authorises the paying agent to disclose the above information (see “**Taxation – EU Taxation**”).

Pursuant to the Terms and Conditions of the Notes, if a payment were to be made or collected through a Member State which has opted for a withholding system under the Directive and an amount of, or in respect of, tax is withheld from that payment, neither the Issuers, nor, as the case may be, the Guarantor, nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note, and, as the case may be, in the case of the Guarantor, with respect to the Guarantee, as a result of the imposition of such withholding tax. If a withholding tax is imposed on a payment made by a Paying Agent, the Issuers will be required to maintain a Paying Agent in a Member State that will not be obliged to withhold or deduct tax pursuant to the Directive.

Change of Law

The Terms and Conditions of the Notes are based on French and Belgian laws in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change in French and Belgian laws or administrative practice after the date of this Base Prospectus.

Liquidity Risks/Trading Market for the Notes

The Notes may not have an established trading market when issued. There can be no assurance of a secondary market for the Notes or the continued liquidity of such market if one develops.

The development or continued liquidity of any secondary market for the Notes will be affected by a number of factors such as general economic conditions, the financial condition, the creditworthiness of the relevant Issuer, the Group, and/or, as the case may be, of the Guarantor, and the value of any applicable reference rate, as well as other factors such as the complexity and volatility of the reference rate, the method of calculating the return to be paid in respect of such Notes, the time remaining to the maturity of the Notes, the outstanding amount of the Notes, any redemption features of the Notes, the performance of other instruments (e.g., commodities or securities) linked to the reference rates and the level, direction and volatility of interest rates generally. Such factors also will affect the market value of the Notes. In addition, certain Notes may be designed for specific investment objectives or strategies and therefore may have a more limited secondary market and experience more price volatility than conventional debt securities.

Investors may not be able to sell Notes readily or at prices that will enable investors to realise their anticipated yield. No investor should purchase Notes unless the investor understands and is able to bear the risk that certain Notes will not be readily sellable, that the value of Notes will fluctuate over time and that such fluctuations will be significant.

Exchange Rate Risks and Exchange Controls

The principal of, or any return on, Notes may be payable in, or determined by reference or indexed to, one or more specified currencies (including exchange rates and swap indices between currencies or currency units). For investors whose financial activities are denominated principally in a currency or currency unit (the “**Investor’s Currency**”) other than the specified currency in which the related Notes are denominated, or where principal or return in respect of Notes is payable by reference to the value of one or more specified currencies other than by reference solely to the Investor’s Currency, an investment in such Notes entails significant risks that are not associated with a similar investment in a debt security denominated and payable in such Investor’s Currency. Such risks include, without limitation, the possibility of significant fluctuations in the rate of exchange between the applicable specified currency and the Investor’s Currency and the

possibility of the imposition or modification of exchange controls by authorities with jurisdiction over such specified currency or the Investor's Currency. Such risks generally depend on a number of factors, including financial, economic and political events over which the relevant Issuer and, as the case may be, the Guarantor has no control.

Appreciation in the value of the Investor's Currency relative to the value of the applicable specified currency would result in a decrease in the Investor's Currency-equivalent yield on a Note denominated, or the principal of or return on which is payable, in such specified currency, in the Investor's Currency-equivalent value of the principal of such Note payable at maturity (if any) and generally in the Investor's Currency-equivalent market value of such Note. In addition, depending on the specific terms of a Note denominated in, or the payment of which is determined by reference to the value of, one or more specified currencies (other than solely the Investor's Currency), indices (including exchange rates and swap indices between currencies or currency units) or formulas, fluctuations in exchange rates relating to any of the currencies or currency units involved could result in a decrease in the effective yield on such Note and, in certain circumstances, could result in a loss of all or a substantial portion of the principal of such Note to the investor.

Government and monetary authorities have imposed from time to time, and may in the future impose, exchange controls that could affect exchange rates, as well as the availability, of the specified currency in which a Note is payable at the time of payment of the principal or return in respect of such Note.

Credit ratings may not reflect all risks

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

Market Value of the Notes

The market value of the Notes will be affected by the creditworthiness of the relevant Issuer, and/or that of the Group and/or, as the case may be, that of the Guarantor and a number of additional factors, including the value of the reference assets or an index, including, but not limited to, the volatility of the reference assets or an index, or the dividend on the securities taken up in the index, market interest and yield rates and the time remaining to the maturity date.

The value of the Notes, the reference assets or the index depends on a number of interrelated factors, including economic, financial and political events in France or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Notes, the reference assets, the securities taken up in the index, or the index are traded. The price at which a Noteholder will be able to sell the Notes prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser. The historical market prices of the reference assets or an index should not be taken as an indication of the reference assets' or an index's future performance during the term of any Note.

Specific French insolvency law provision regarding the rights of holders of debt securities

Under French insolvency law as amended by ordinance n°2008-1345 dated 18 December 2008 which came into force on 15 February 2009, holders of debt securities are automatically grouped into a single assembly of holders (the "**Assembly**") in order to defend their common interests if a preservation (*procédure de sauvegarde*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer. The Assembly comprises holders of all debt securities issued by the Issuer (including the Notes), whether or not under a debt issuance programme (EMTN) and regardless of their

governing law. The Assembly deliberates on the proposed safeguard (*projet de plan de sauvegarde*) or judicial reorganisation plan (*projet de plan de redressement*) applicable to the Issuer and may further agree to:

- increase the liabilities (*charges*) of holders of debt securities (including the Noteholders) by rescheduling due payments and/or partially or totally writing off receivables in form of debt securities;
- establish an unequal treatment between holders of debt securities (including the Noteholders) as appropriate under the circumstances; and/or
- decide to convert debt securities (including the Notes) into securities that give or may give right to share capital.

Decisions of the Assembly will be taken by a two-third majority (calculated as a proportion of the debt securities held by the holders attending such Assembly or represented thereat). No quorum is required to convoke the Assembly.

For the avoidance of doubt, the provisions relating to the Representation of the Noteholders described in this Base Prospectus will not be applicable to the extent they are not in compliance with compulsory insolvency law provisions that apply in these circumstances.

1.2 Risks related to the structure of a particular issue of Notes

The Programme allows for different types of Notes to be issued. Accordingly, each Tranche of Notes may carry varying risks for potential investors depending on the specific features of such Notes such as, *inter alia*, the provisions for computation of periodic interest payments, if any, redemption and issue price.

Optional Redemption

Any optional redemption feature where the relevant Issuer is given the right to redeem the Notes early might negatively affect the market value of such Notes. During any period when such Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. Furthermore, since the relevant Issuer may be expected to redeem the Notes when prevailing interest rates are relatively low, an investor might not be able to reinvest the redemption proceeds at an effective interest rate as high as the return that would have been received on such Notes had they not been redeemed.

Fixed Rate Notes

Investment in Notes which bear interest at a fixed rate involves the risk that subsequent changes in market interest rates may adversely affect the value of the relevant Tranche of Notes.

Floating Rate Notes

Investment in Notes which bear interest at a floating rate comprise (i) a reference rate and (ii) 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 months or six 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.

Inverse Floating Rate Notes

Inverse floating rate Notes have an interest rate equal to a fixed base rate minus a rate based upon a reference rate. The market value of such Notes typically is more volatile than the market value of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse floating rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that the relevant Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The relevant Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since such Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the relevant Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/ Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the relevant Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Index-linked Notes

Index-linked Notes are debt securities which do not provide for predetermined redemption amounts and/or interest payments but amounts due in respect of principal and/or interest will be dependent upon the performance of an index, which itself may contain substantial credit, interest rate or other risks. The amount of principal and/or interest, if any, payable by the relevant Issuer might be substantially less than the issue price or, as the case may be, the purchase price invested by the Noteholder and may even be zero in which case the Noteholder may lose its entire investment.

Index-linked Notes are not in any way sponsored, endorsed, sold or promoted by the index sponsor or the respective licensor of the index and such index sponsor or licensor makes no warranty or representation whatsoever, express or implied, either as to the results to be obtained from the use of the index and/or the figure at which the index stands at any particular time. Each index is determined, composed and calculated by its respective index sponsor or licensor, without regard to the relevant Issuer or, as the case may be, the Guarantor or the Notes. None of the index sponsors or licensors is responsible for or has participated in the determination of the timing of, prices of, or quantities of the Notes to be issued or in the determination or calculation of the equation by which the Notes settle into cash. None of the index sponsors or licensors has any obligation or liability in connection with the administration, marketing or trading of the Notes. The index sponsor or licensor of an index has no responsibility for any calculation agency adjustment made for the index.

None of the Issuers, the Guarantor, the Dealer(s) or any of their respective affiliates makes any representation as to an index. Any of such persons may have acquired, or during the term of the Notes may acquire, non-public information with respect to an index that is or may be material in the context of index-linked Notes.

The issue of index-linked Notes will not create any obligation on the part of any such persons to disclose to the Noteholder or any other party such information (whether or not confidential).

Partly Paid Notes

The Issuers may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of his investment.

Variable rate Notes with a multiplier or other leverage factor

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features, their market values may be even more volatile than those for securities that do not include those features.

Structured Notes

An investment in Notes, the premium and/or the interest on or principal of which is determined by reference to one or more values of currencies, commodities, interest rates or other indices or formulae, either directly or inversely, may entail significant risks not associated with similar investments in a conventional debt security, including the risks that the resulting interest rate will be less than that payable on a conventional debt security at the same time and/or that an investor may lose the value of its entire investment or part of it, as the case may be. Neither the current nor the historical value of the relevant currencies, commodities, interest rates or other indices or formulae should be taken as an indication of future performance of such currencies, commodities, interest rates or other indices or formulae during the term of any Notes.

The prices at which Zero Coupon Notes, as well as other Notes issued at a substantial discount from their principal amount payable at maturity, trade in the secondary market tend to fluctuate more in relation to general changes in interest rates than do the prices for conventional interest-bearing securities of comparable maturities.

2 Risk Factors Relating to the Issuers, the Guarantor and their Operations

The ability of each Issuer to meet its obligations under the Notes will be ultimately dependent on its financial situation and that of the Guarantor. Given that Electrabel is currently member of the Group, its ability to meet its respective obligations under the Notes is also dependent on GDF SUEZ and therefore the risk factors in relation to GDF SUEZ should also be read in relation to the ones of Electrabel.

The Group conducts its business in an environment subject to major changes and this creates numerous risks, some of which are beyond its control. Certain specific considerations include the following:

2.1 GDF SUEZ

(a) GDF SUEZ operates in a changing environment

An economic environment in crisis in 2008 and 2009

The 2008 fiscal year has been characterised by the spread of the current crisis to a worldwide level, initially in the banking and financial sectors and then in the real and industrial economy. Given its activities, GDF SUEZ is sensitive to these economic climate factors, for which the potential impacts are described below:

- the Group activities are sensitive to economic cycles and changes in demand; and
- the Group activities are sensitive to changes in method of consumption and production.

Financial risks of the current crisis

The financial crisis and its multitude of consequences in terms of liquidity and credit risks had an impact on the Group's financial activities in 2008:

- commodities market risk;
- liquidity risk;
- foreign exchange;
- interest rate risk;
- counterparty risk; and
- stock price risk.

Changing competitive environment for several years

In its various activities, the Group is confronted with an increase in competitive pressure, from both major international operators and, in some markets from public and private sector niche players:

- energy market deregulation increases competition in these activities, and
- environmental services activities are confronted with stiff competition.

Climatic uncertainties

Energy businesses, especially those involved in sales to consumers are directly affected by climatic conditions and the "climate change" issue in general:

- climatic conditions have a significant impact on results; and
- measures taken at the national, European and worldwide level to combat climate change can impact the Group.

Changing regulatory environment

The legal and regulatory landscape for the Group's businesses is undergoing transformation, in terms of both environmental issues and energy sector (de)regulation:

- tougher sustainable development requirements could mean even more stringent environmental legislation;
- the Group may not obtain the licenses or permit renewals required to continue its activities; and
- Energy sector regulatory changes may impact the Group's strategy and profitability.

(b) The GDF SUEZ business model is subject to numerous constraints

Short and long-term energy purchases

The Group is engaged in long-term "take-or-pay" gas procurement contracts with minimum volume commitments and is dependent on a limited number of supplies in some activities, notably for natural gas purchases.

Importance of regulated market sales

The Group is dependent on a limited number of customers in certain activities, notably in electricity sales and water concessions and a major share of Group sales is based on regulated, administered or controlled tariffs, the principles of which may not be adhered to by the authorities.

Development mainly in Europe, but also in other countries around the world

The GDF SUEZ business model is subject to the following constraints related to the development of the Group in Europe but also in other countries:

- a growing share of the Group's activities and gas supplies comes from countries presenting a higher political and economic risk than domestic markets;
- any external growth transaction presents risks for the Group;
- organic growth transactions and major projects require control;
- the Group's development in certain countries may be hampered by legislation;
- some partnerships formed by the Group could be terminated; and
- the Group runs risks due to its design and build activities.

(c) Industrial safety at the heart of GDF SUEZ's activity

The Group operates in areas of activity that include major industrial risks capable of resulting in damage to property and people (employees, sub-contractors, neighboring residents, consumers and third parties) and of exposing it to claims for civil, criminal and environmental liability. These risks may concern facilities belonging to the Group or managed by the Group on behalf of third parties (manufacturers, local authorities). These risks are the subject of in-depth monitoring and special investments. The following risk factors may impact the Group's activities:

- the Group operates businesses with risks of industrial accidents and interruptions to customer service continuity;
- the Group owns facilities with risks of pollution to the surrounding environment;
- the Group operates several industrial facilities in Europe classified as Seveso sites ("high threshold");
- the Group operates several nuclear power plants in Belgium; and
- petroleum gas exploration-production activities comprise certain specific risks.

(d) The GDF SUEZ organisation in the face of transversal risks

GDF SUEZ is facing the following transversal risks:

- ethics and compliance;
- legal risks;
- risks related to human resources;
- risks related to health and safety and the protection of corporate assets; and
- risks related to information systems.

For a detailed description of the risks factors relating to GDF SUEZ, see also pages 15 to 34 of the 2008 GDF SUEZ Reference Document (as defined in the section “**Documents Incorporation by Reference**” of this Base Prospectus).

2.2 Electrabel

Electrabel may suffer reduced profits as a result of its commercial activities in the European electricity market.

Electrabel forms part of GDF SUEZ, one of the leading energy providers in the world, active across the entire energy value chain, in electricity and natural gas, upstream to downstream. It is active in the generation of electricity, in the selling of energy products and services (supply activity) and in trading. Its market share represents 5.1% of the EU-27 electricity demand market and 8% of the Benelux-France-Germany regional electricity demand market where a substantial part of its assets is located.

In line with Directive 96/92/EC (the “**Electricity Directive**”) and Directive 2003/54/EC (the “**Acceleration Directive**”) the European Union has gradually opened its (previously regulated) electricity market to competition.

Therefore, since 2000, Electrabel has been pursuing an active policy for becoming a true European player. It has acquired or is building assets in Belgium, the Netherlands, France, Germany, Italy, Poland, Hungary, Spain and Portugal and has actively participated in the creation of several power exchanges.

- ***Power Generation activity***

As energy prices are driven by market competition, Electrabel faces the risk that its energy generation cost might not be fully reflected in its selling price. Furthermore, this generation cost is highly dependant on the cost of primary energy purchases which are subject to exchange rates (fossil fuel contracts are mostly USD dollar based) and worldwide fuel market price fluctuations.

Therefore, Electrabel has built a diversified power generation fleet: 21.0% of its production is nuclear, 33.0% is coming from conventional sources, 20.0% from combined cycle units, 19.0% from renewables and 5.5% from cogeneration plants in order to benefit from a low and diversified cost generation base.

Also, Electrabel faces risks related to the operation and maintenance of technologically complex and interconnected production plants with attendant risk of loss of generation and supply and therefore revenue.

- ***Supply activity (sale of energy)***

In line with the Electricity Directive and since 1 July 2007, the supply of power and gas is open in all the Member States of the EU to all customers. Eligibility is determined according to criteria and timetables adopted by each Member State.

Therefore, Electrabel faces increased competition particularly on the Belgian market and might lose some of its revenues.

In order to compensate for the loss of market share in its home market (Belgium), Electrabel targets the acquisition of market share in other Member States of the European Union.

- ***Energy wholesale market activity***

To reduce the risk related to the mismatch between power generation and supply, Electrabel started an Internal Portfolio Management activity. This activity aims to make an optimal trade-off between own

produced energy and energy traded (buy/sell) on the wholesale market. Although this trading activity aims to reduce mismatch risks, Electrabel cannot guarantee that there will be no negative impact on its revenues due to possible adverse market changes in the wholesale market.

- ***Transmission and distribution activities***

In line with the Electricity Directive, transmission and distribution activities are unbundled from the liberalised generation and supply activities and remain regulated in all Member States.

In Belgium, Electrabel remains active but is reducing progressively its participation in those regulated activities.

Electrabel cannot assure that future regulation will not have a negative impact on its revenues and operations. Electrabel also cannot assure that claims, relating to those regulated activities, will not arise against Electrabel in the future and have a negative effect on revenues and operations.

Electrabel is part of legal proceedings and legal actions that could have a negative effect on the financial statements.

All the proceedings for which the resolution is pending before commercial courts and for which the management of Electrabel is in a position to determine the possible impact are provisioned for in the financial statements.

Electrabel is also facing or threatened by legal actions under competition and State aids legislation for which the management is not in a position to determine the possible impact and therefore to record any provision in the financial statements. The outcome of any of these legal actions or any additional actions that may be initiated in the future could have a negative effect on the financial statements.

Electrabel may not be able to retain or obtain required licenses, permits, approvals and consents.

Electrabel needs to retain or obtain a variety of permits and approvals from regulatory, legal, administrative, tax and other authorities to conduct and expand each of its businesses. The processes for obtaining these permits and approvals are often lengthy, complex, unpredictable and costly.

If Electrabel is unable to retain or obtain the permits and approvals, its ability to achieve its strategic objectives could be impaired. The regulatory, legal, administrative, tax and other environment in which Electrabel businesses operate is complex and subject to change, and adverse changes in that environment could impose costs on Electrabel and/or limit its revenues.

Electrabel makes significant investments and anticipated benefits of the investments may not be realised.

Electrabel is planning and is presently making substantial investments to develop its different activities. Those investments can be related to the replacement of assets, organic growth, growth via acquisition and merger, etc.

They are submitted to criteria, procedures or any special requirements or limitations, which are applied to the review of mergers, acquisitions, anti-competitive practices and other transfers of control, regulations by European and national authorities.

Pursuant to the acquisition of Suez-Tractebel, Electrabel is facing additional risks due to the activities performed by the business line “**GDF SUEZ Energy International**” (GSEI), Fluxys and Tractebel Engineering, whose main additional risks are the following:

- **Emerging markets risks:** GDF SUEZ Energy International (GSEI)'s activities in these countries carry a number of potential risks that are higher than those in developed countries, particularly volatility in the GDP, economic and governmental instability, regulatory changes or flawed application of regulations, nationalisation or expropriation of privately held assets, recovery difficulties, social upheaval, significant fluctuations in interest and exchange rates, taxes or related withholding levied by governments and local authorities, currency control measures, and other disadvantageous actions or restrictions imposed by governments.

GSEI manages these risks through partnerships, contractual negotiations adapted to each location and by contracting country risk insurances. It makes its choice of locations in emerging countries by applying a selective strategy on the basis of an in-depth analysis of the country risks.

- **Regulatory risks:** the production, transmission and distribution of electricity, the transport and distribution of natural gas and liquefied natural gas (LNG) are subject to stringent regulations at national and local levels (competition, licenses, permits, authorizations, etc.). Regulatory changes may affect the prices, margins, investments, operations, systems and, therefore, the strategy and profitability. SEI and Fluxys's businesses are also subject to a large number of laws and regulations concerning respect for the environment, health protection, and safety standards. Those texts govern air quality, waste water, the quality of drinking water, the management of LNG terminals and soil contamination. A change in regulations or more stringent regulations could generate additional costs or investments, which the Group cannot guarantee that it will be able to cover with sufficient revenues.
- **Competitive risks:** Most of GSEI businesses are subject to strong competitive pressure from major international operators and from "niche" players in certain markets.

The deregulation of the electricity and gas markets in the United States, has opened the door to new competitors, introduced volatility in market prices and called into question long-term contracts. The increase in competitive pressure is also perceptible in the GSEI's operations in Latin America and Asia. This could have a significant negative effect on selling prices, margins and the market share of the Group's businesses.

Change of law / Political risk

In 2008, the Belgian parliament voted a law pursuant to which the Belgian nuclear power generators had to pay a unique tax of €250 millions, of which €225 millions for Electrabel. Electrabel paid the imposed tax, but made an appeal to the Constitutional Court against this decision. As of the date of this Base Prospectus, the outcome of this appeal is not known.

As of the date of this Base Prospectus, the type of request that may be made by the Belgian Government regarding a possible 2009 contribution is still unclear and no agreement has been reached. Both the Belgian Government and GDF SUEZ have agreed to examine together, in the constructive spirit that led to the global agreement, all of the disputes currently existing between them, with a view to settling them once and for all.

GENERAL DESCRIPTION OF THE PROGRAMME

This overview is a general description of the Programme and is qualified in its entirety by the remainder of this Base Prospectus. The Notes will be issued on such terms as shall be agreed between the relevant Issuer and the relevant Dealer(s) and, except to the extent specified to the contrary in the relevant Final Terms, will be subject to the Terms and Conditions of the Notes.

Issuers:	GDF SUEZ Electrabel
Substituted Issuer(s)	Any Issuer may at any time transfer all of its rights, obligations and liabilities under the Notes to a fully consolidated (<i>consolidée par intégration globale</i>) subsidiary of GDF SUEZ. See “ Terms and Conditions of the Notes - Substitution of any Issuer ” and “ Taxation ”.
Guarantor	GDF SUEZ in respect of Notes issued by Electrabel (and any substituted issuer appointed pursuant to Condition 17 of the Notes).
Description	Euro Medium Term Note Programme for the continuous offer of Notes (the “ Programme ”).
Arranger	Deutsche Bank AG, Paris Branch
Dealers	Barclays Bank PLC BNP Paribas CALYON Citigroup Global Markets Limited Deutsche Bank AG, London Branch Fortis Bank NV/SA HSBC Bank plc Merrill Lynch International Morgan Stanley & Co. International plc Natixis Société Générale The Royal Bank of Scotland plc The Issuers 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 ” are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and to “ Dealers ” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches. At the date of this Base Prospectus, only credit institutions and investment firms incorporated in a member state of the European Union (“ EU ”) and which are authorised by the

	relevant authority of such member home state to lead manage bond issues in such member state may act (a) as Dealers with respect to non-syndicated issues of Notes denominated in Euro and (b) as lead manager of issues of Notes denominated in Euro issued on a syndicated basis.
Programme Limit	Up to €25,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
Fiscal Agent and Principal Paying Agent (for Notes issued by GDF SUEZ)	Citibank, N.A., London Branch
Paying Agent (for Notes issued by GDF SUEZ)	Citibank International plc, Paris Branch
Domiciliary Agent (for Notes issued by Electrabel)	Fortis Bank NV/SA
	Any Notes issued by Electrabel will be issued pursuant to and with the benefit of a domiciliary and Belgian paying agency agreement dated 4 November 2009 between Electrabel and Fortis Bank NV/SA (the “ Domiciliary and Belgian Paying Agency Agreement ”) and not pursuant to or with the benefit of the Paying Agency Agreement (as defined in “ Terms and Conditions of the Notes ”).
Belgian Paying Agent (for Notes issued by Electrabel)	Fortis Bank NV/SA
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 supplemented, where necessary, with supplemental 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 set out in the Final Terms to this Base Prospectus (the “ Final Terms ”).
Maturities	Subject to compliance with all relevant laws, regulations and directives, any maturity from one month from the date of original issue.
Currencies	Subject to compliance with all relevant laws, regulations and directives, Notes issued by GDF SUEZ may be issued in euro, U.S. dollar, Japanese yen, Swiss franc, Sterling and in any other currency agreed between the GDF SUEZ and the relevant

Dealers and Notes issued by Electrabel may be issued in euro, U.S. dollar, Japanese yen, Swiss franc, Sterling and in any other currency of a Member State of the OECD agreed between Electrabel and the relevant Dealers.

Denomination(s)

Notes will be in such denomination(s) as may be specified in the relevant Final Terms, save that the minimum denomination of each Note will be (i) if issued by GDF SUEZ, €1,000, or (ii) if issued by Electrabel, €50,000 and in each case, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date or such 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.

Unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) having a maturity of less than one year from the date of issue 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 (the “FSMA”) will have a minimum denomination of £100,000 (or its equivalent in other currencies).

Form of Notes

Notes may be issued either in dematerialised form (“**Dematerialised Notes**”) or, in the case of GDF SUEZ only, in materialised form (“**Materialised Notes**”). Electrabel may only issue Dematerialised Notes (the “**Electrabel Dematerialised Notes**”). Dematerialised Notes will not be exchangeable for Materialised Notes and Materialised Notes will not be exchangeable for Dematerialised Notes.

In the case of GDF SUEZ only, Dematerialised Notes may, at the option of GDF SUEZ, 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*) or in both bearer dematerialised and registered form.

The relevant Final Terms will specify whether Dematerialised Notes issued by GDF SUEZ are to be in bearer (*au porteur*) dematerialised form or in registered (*au nominatif*) dematerialised form.

No physical documents of title will be issued in respect of Dematerialised Notes.

Materialised Notes will be in bearer form (“**Materialised Bearer Notes**”) only. A Temporary Global Certificate will be issued initially in respect of each Tranche of Materialised Bearer Notes. Materialised Notes may only be issued outside

	France and outside the United States. Materialised Notes may not be physically delivered in Belgium, other than to a clearing system, a depository or another similar institution for the purpose of their immobilisation.
Conversion of Notes	In the case of Dematerialised Notes, the Noteholders will not have the option to convert from registered (<i>au nominatif</i>) form to bearer (<i>au porteur</i>) dematerialised form and vice versa. For the avoidance of doubt, in the case of Electrabel Dematerialised Notes, the Companies Code does not differentiate between bearer dematerialised form (<i>au porteur</i>) and registered dematerialised form (<i>au nominatif</i>). In the case of Dematerialised Notes issued in registered form (<i>au nominatif</i>), the Noteholders will have the option to convert from fully registered dematerialised form (<i>au nominatif pur</i>) to administered registered dematerialised form (<i>au nominatif administré</i>) and vice versa.
Status of Notes	The Notes will constitute unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the relevant Issuer and will rank <i>pari passu</i> without preference or priority among themselves and (save for certain obligations required to be preferred by law) equally and rateably with all other present or future unsecured and unsubordinated obligations, indebtedness and guarantees of the relevant Issuer.
Guarantee	The Guarantor will unconditionally and irrevocably guarantee the due payment of all sums expressed to be payable by Electrabel under the Notes. The Guarantee is reproduced on pages 87 and 88 of this Base Prospectus (the “Guarantee”).
Status of Guarantee	The Guarantee constitutes an unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligation of the Guarantor and ranks and will rank (save for certain obligations required to be preferred by law) equally and rateably with all other present or future unsecured and unsubordinated obligations, indebtedness and guarantees of the Guarantor.
Negative Pledge	There will be a negative pledge in respect of Notes as set out in Condition 4 - see “Terms and Conditions of the Notes - Negative Pledge”.
Event of Default (including cross-default)	There will be events of default and a cross-default in respect of the Notes as set out in Condition 9 - see “Terms and Conditions of the Notes - Events of Default”.
Redemption Amount	The relevant Final Terms will specify the basis for calculating the redemption amounts payable. Unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) having a maturity of less than one

year from the date of issue 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 issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the relevant Issuer (either in whole or in part) and/or the Noteholders and, if so, the terms applicable to such 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**” above, Notes will be redeemable at the option of the relevant Issuer prior to maturity only for tax reasons. See “**Terms and Conditions of the Notes - Redemption, Purchase and Options**”.

Taxation in respect of the Notes issued by GDF SUEZ

Payments of interest and other revenues made by GDF SUEZ in respect of the Notes will be made without withholding or deduction for, or on account of, the withholding tax set out under Article 125 A III of the French tax code, as provided by Article 131 *quater* of the French tax code, to the extent that the Notes are issued (or are deemed to be issued) outside France.

Notes, whether denominated in Euro or in any other currency, and which constitute obligations or titres de *créances négociables*, or other debt securities considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France, in accordance with Circular 5 I-11-98 of the *Direction générale des impôts* dated 30 September 1998 and Rulings 2007/59 and 2009/23 of the *Direction générale des impôts* dated 8 January 2008 and 7 April 2009, respectively.

Taxation in respect of the Notes issued by Electrabel

The holding of the Electrabel Dematerialised Notes in the settlement system operated by the National Bank of Belgium (the “NBB”) (see “**Clearing of the Electrabel Dematerialised Notes**” on page 53 of this Base Prospectus) permits most types of investors (the “**Eligible Investors**”, as defined in the “**Terms and Conditions of the Notes - Taxation**”) to collect interest on their Electrabel Dematerialised Notes free of withholding tax, and to trade their Electrabel Dematerialised Notes on a gross basis.

Participants in the NBB system must keep the Electrabel Dematerialised Notes they hold for the account of Eligible Investors on so-called “**X-accounts**”, and those they hold for the account of non-Eligible Investors on “**N-accounts**”.

Payments of interest made through X-accounts are free of withholding tax; payments of interest made through N-accounts are subject to a withholding tax of 15%, which NBB deducts from the payment and pays over to the tax authorities.

For a more detailed description of the taxation in respect of the Electrabel Dematerialised Notes, see “**Taxation**” on pages 118 to 123 of this Base Prospectus.

Interest Periods and Interest Rates

The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum 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.

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 governed by an agreement incorporating the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. or
- (ii) by reference to LIBOR, LIBID, LIMEAN or EURIBOR (or such other benchmark as may be specified in the relevant Final Terms), in each case as adjusted for any applicable margin.

Interest periods will be specified in the relevant Final Terms.

Zero Coupon Notes

Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest.

Dual Currency Notes

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as may be specified in the relevant Final Terms.

Index Linked Notes

Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to such index and/or formula as may be specified in the relevant Final Terms.

As long as and to the extent that Index Linked Notes may not be cleared through the X/N Clearing System, such Notes will not be issued by Electrabel.

Other Notes

Terms applicable to high interest Notes, low interest Notes, step-up Notes, step-down Notes, reverse dual currency Notes, optional dual currency Notes, Partly Paid Notes and any other

	type of Notes that the relevant Issuer and any Dealer or Dealers may agree to issue under the Programme will be set out in the relevant Final Terms. To the extent that any of the other Notes may not be cleared through the X/N Clearing System, such Notes will not be issued by Electrabel.
Redenomination	Notes issued in the currency of any Member State of the EU which will participate in the single currency of the European and Economic Monetary Union may be redenominated into euro, all as more fully provided in “Terms and Conditions of the Notes - Form, Denomination, Title and Redenomination of the Notes” below.
Consolidation	Notes of one Series may be consolidated with Notes of another Series as more fully provided in “Terms and Conditions of the Notes - Further Issues and Consolidation”.
Governing Law	The Notes, the Guarantee and all non-contractual obligations arising out of or in connection with them, are governed by French law, except for, in the case of Electrabel Dematerialised Notes, the provisions relating to the representation of Noteholders of Electrabel Dematerialised Notes and any matter relating to the dematerialised form of the Electrabel Dematerialised Notes which shall be governed by Belgian law.
Depositories/ Clearing Systems	Euroclear France as central depository in relation to Dematerialised Notes issued by GDF SUEZ and Clearstream, Luxembourg, Euroclear or any other clearing system that may be agreed between GDF SUEZ, the Fiscal Agent and the relevant Dealer in relation to Materialised Notes issued by GDF SUEZ. Transfers between Euroclear and Clearstream, Luxembourg participants, on the one hand, and Euroclear France Account Holders, on the other hand, shall be effected directly or via their respective depositories in accordance with applicable rules and operating procedures established for this purpose by Euroclear and Clearstream, Luxembourg, on the one hand, and Euroclear France on the other hand. X/N Clearing System as central depository in respect of Electrabel Dematerialised Notes. Transfers between Euroclear and Clearstream, Luxembourg participants, on the one hand, and X/N Clearing System Account Holders, on the other hand, shall be effected directly or via their respective depositories in accordance with applicable rules and operating procedures established for this purpose by Euroclear and Clearstream, Luxembourg, on the one hand, and the X/N Clearing System on the other hand.
Initial Delivery of Dematerialised Notes	One Paris business day before the issue date of each Tranche of Dematerialised Notes issued by GDF SUEZ, the <i>Lettre Comptable</i> relating to such Tranche shall be deposited with

	Euroclear France as central depositary. One Belgian business day before the issue date of each Tranche of Electrabel Dematerialised Notes, instruction will have been given by Electrabel to the Domiciliary Agent to proceed with the creation of the relevant Electrabel Dematerialised Notes on the date of issue.
Initial Delivery of Materialised Notes	On or before the issue date for each Tranche of Materialised Bearer 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 GDF SUEZ, the Fiscal Agent and the relevant Dealer.
Issue Price	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount. Partly Paid Notes may be issued, the issue price of which will be payable in two or more instalments.
Listing and Admission to trading	Listing and admission to trading on Euronext Paris or as otherwise specified in the relevant Final Terms. A Series of Notes may be unlisted.
Offer to the Public	Unless the Final Terms so specify, the Notes shall not be offered to the public in France and/or in any Member State of the European Economic Area.
Selling Restrictions	There are restrictions on the offers and sale of Notes and the distribution of offering material in various jurisdictions. See “Subscription and Sale”. In connection with the offering and sale of a particular Tranche, additional selling restrictions may be imposed which will be set out in the relevant Final Terms.

DOCUMENTS ON DISPLAY

1. For so long as Notes issued under the Programme are outstanding, the following documents will be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection and, in the case of documents listed under (v) to (xiii) collection free of charge, at the office of the Fiscal Agent and the Paying Agents:
 - (i) the Dealer Agreement;
 - (ii) the Paying Agency Agreement;
 - (iii) the Domiciliary and Belgian Paying Agency Agreement;
 - (iv) the Clearing Services Agreement;
 - (v) the Guarantee;
 - (vi) the constitutive documents of GDF SUEZ and Electrabel;
 - (vii) the 2007 Suez Reference Document which includes the published annual reports and the consolidated accounts of Suez for the financial year ended 31 December 2007;
 - (viii) the 2007 Gaz de France Reference Document which includes the published annual reports and the consolidated accounts of Gaz de France for the financial year ended 31 December 2007;
 - (ix) the 2008 GDF SUEZ Reference Document;
 - (x) the First-Half Report at 30 June 2009 of GDF SUEZ;
 - (xi) the audited non-consolidated accounts of Electrabel for the financial years ended 31 December 2007 and 31 December 2008;
 - (xii) each Final Terms for Notes that are listed and admitted to trading on Euronext Paris or any other Regulated Market in the European Economic Area or listed on any other stock exchange (save that Final Terms relating to Notes which are (i) neither listed and admitted to trading on a Regulated Market in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive (ii) nor listed on any other stock exchange, will only be available for inspection by a holder of such Notes and such holder must produce evidence satisfactory to the relevant Issuer and the relevant Paying Agent as to its holding and identity);
 - (xiii) a copy of this Base Prospectus together with any supplement to this Base Prospectus or restated Base Prospectus and any document incorporated by reference;
 - (xiv) all reports, letters and other documents, balance sheets, valuations and statements by any expert any part of which is extracted or referred to in this Base Prospectus in respect of each issue of Notes; and
 - (xv) any other documents incorporated by reference into this Base Prospectus.
2. For as long as any Notes are outstanding, a copy of this Base Prospectus together with any supplement to this Base Prospectus or restated Base Prospectus and any document incorporated by reference (a) may be obtained, free of charge, at the registered office of each of the Issuers during normal business hours, (b) will be available in the case of GDF SUEZ on the website www.gdfsuez.com and (c) will be available in the case of Electrabel on the website www.gdfsuez.com.

3. For as long as Notes may be issued pursuant to this Base Prospectus, the following documents will be available, if relevant, (a) on the website of the *Autorité des marchés financiers* (www.amf-france.org) (b) in the case of GDF SUEZ, on the website www.gdfsuez.com and (c) in the case of Electrabel, on the website www.gdfsuez.com.:
- (i) the Final Terms for Notes that are listed and admitted to trading on Euronext Paris or any other Regulated Market in the EEA;
 - (ii) this Base Prospectus together with any supplement to this Base Prospectus or further Base Prospectus; and
 - (iii) the documents incorporated by reference into this Base Prospectus.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following:

- (1) the sections referred to in the table below “Information incorporated by reference in respect of GDF SUEZ” which are extracted from the *Document de Référence* 2008 of GDF SUEZ dated 6 April 2009 in French language* which received visa no. D.09-197 from the French *Autorité des marchés financiers* (the “AMF”) on 6 April 2009. Such sections are referred to in the Base Prospectus as the “**2008 GDF SUEZ Reference Document**”. Any reference in the Base Prospectus or in the information incorporated by reference to the *Document de Référence* 2008 of GDF SUEZ will be deemed to include those sections only;
- (2) the consolidated financial statements of SUEZ for the year ended 31 December 2007 and the Statutory Auditors’ report with respect thereto which are contained in pages 194 to 312 of the *Document de Référence* 2007 of Suez dated 18 March 2008 in French language* which received visa no. D.08-122 from the AMF on 18 March 2008 (the “**2007 Suez Reference Document**”). Any reference in the Base Prospectus or in the information incorporated by reference to the *Document de Référence* 2007 of GDF SUEZ will be deemed to include those pages only.;
- (3) the consolidated financial statements of Gaz de France for the year ended 31 December 2007 and the Statutory Auditors’ report with respect thereto which are contained in pages 184 to 289 of the *Document de Référence* 2007 of Gaz de France dated 15 May 2008 in French language* which receives visa no. R.08-056 on 15 May 2008 (the “**2007 Gaz de France Reference Document**”). Any reference in the Base Prospectus or in the information incorporated by reference to the *Document de Référence* 2007 of Gaz de France will be deemed to include those pages only;
- (4) the *Rapport d’Activités* 2008 of Electrabel in French language (the “**2008 Electrabel Activities Report**”);
- (5) the audited annual non-consolidated financial statements of Electrabel for the periods ended 31 December 2007 and 31 December 2008 in French Language (the “**2008 Electrabel Financial Statements**”); and
- (6) the First-Half Report at 30 June 2009 of GDF SUEZ in French language* (the “**GDF SUEZ First-Half Report**”);

save that any statement contained in this Base Prospectus or 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 in any document which is subsequently incorporated by reference herein by way of a supplement prepared in accordance with Article 16 of the Prospectus Directive modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Any reference in the Base Prospectus to the 2008 GDF SUEZ Reference Document shall be deemed to include only the sections mentioned in the table below “Information incorporated by reference in respect of GDF SUEZ”.

* The English language translations of (i) the 2008 GDF SUEZ Reference Document, (ii) the 2007 Suez Reference Document, (iii) the 2007 Gaz de France Reference Document and (iv) the GDF SUEZ First-Half Report may be obtained without charge from the website of the Issuer (www.gdfsuez.com). These English language translations are not incorporated by reference hererin.

Any reference in the Base Prospectus to the 2007 Suez Reference Document or the 2007 Gaz de France Reference Document shall be deemed to include only the pages mentioned in the paragraphs 2 and 3 above of this section “Documents Incorporated by Reference”.

For as long as any Notes are outstanding, all documents incorporated by reference into this Base Prospectus (a) may be obtained, free of charge, (i) at the office of the Fiscal Agent, the Paying Agents and the Belgian Paying Agent set out at the end of this Base Prospectus during normal business hours (ii) at the registered office of each of the Issuers during normal business hours and (iii) on the AMF website (www.amf-france.org), (b) will be available in the case of GDF SUEZ on the website www.gdfsuez.com and (c) will be available in the case of Electrabel on the website www.gdfsuez.com.

The cross-reference tables below set out the relevant page references for the information incorporated herein by reference:

INFORMATION INCORPORATED BY REFERENCE IN RESPECT OF GDF SUEZ

ANNEX IV OF REGULATION EC 809/2004

Annex IV Article No.	Retail Debt (denom<EUR50,000)	Page/Ref No.
3	Selected historical information	
3.1	Selected historical financial information regarding the issuer, presented, for each financial year for the period covered by the historical financial information, and any subsequent interim financial period, in the same currency as the financial information. The selected historical information must provide key figures that summarise the financial condition of the issuer.	2008 GDF SUEZ Reference Document pages 11 to 14
4	Risk Factors	
	Prominent disclosure of risk factors that may affect the issuer's ability to fulfil its obligations under the securities to investors in a section headed " Risk Factors ".	2008 GDF SUEZ Reference Document pages 15 to 34
5	Information about the Issuer	
5.2	Investments:	
5.2.1	A description of the principal investments made since the date of the last published financial statements.	2008 GDF SUEZ Reference Document page 38
5.2.2	Information concerning the issuer's principal future investments, on which its management bodies have already made firm commitments.	2008 GDF SUEZ Reference Document pages 49 to 50
5.2.3	Information regarding the anticipated sources of funds needed to fulfil commitments referred to in item RDA4-5.2.2	2008 GDF SUEZ Reference Document pages 179 to 180
6	Business Overview	
6.1	Principal activities:	
6.1.1	A description of the issuer's principal activities stating the main categories of products sold and/or services performed; and	2008 GDF SUEZ Reference Document pages 40 to 49
6.1.2	an indication of any significant new products and/or activities.	2008 GDF SUEZ Reference Document pages 49 to 50
6.2	Principal markets:	

Annex IV Article No.	Retail Debt (denom<EUR50,000)	Page/Ref No.
	A brief description of the principal markets in which the issuer competes.	2008 GDF SUEZ Reference Document pages 40 to 50 and page 122
6.3	The basis for any statements made by the issuer regarding its competitive position.	2008 GDF SUEZ Reference Document page 122
10	Administrative, Management and Supervisory Bodies	
10.1	Names, business addresses and functions in the issuer of the following persons, and an indication of the principal activities performed by them outside the issuer where these are significant with respect to that issuer:	2008 GDF SUEZ Reference Document pages 195 to 220
	(a) members of the administrative, management or supervisory bodies;	
	(b) partners with unlimited liability, in the case of a limited partnership with a share capital.	
10.2	Administrative, Management, and Supervisory bodies conflicts of interests	
	Potential conflicts of interests between any duties to the issuing entity of the persons referred to in item 10.1 and their private interests and or other duties must be clearly stated. In the event that there are no such conflicts, make a statement to that effect.	2008 GDF SUEZ Reference Document pages 211 to 215 and 220
11	Board Practices	
11.1	Details relating to the issuer's audit committee, including the names of committee members and a summary of the terms of reference under which the committee operates.	2008 GDF SUEZ Reference Document pages 217 to 220
11.2	A statement as to whether or not the issuer complies with its country's of incorporation corporate governance regime(s). In the event that the issuer does not comply with such a regime a statement to that effect must be included together with an explanation regarding why the issuer does not comply with such regime.	2008 GDF SUEZ Reference Document pages 250 and 264
12	Major Shareholders	
12.1	To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control, and describe the measures in place to ensure that such control is not abused.	2008 GDF SUEZ Reference Document pages 279 to 284
12.2	A description of any arrangements, known to the issuer, the operation of which may at a subsequent date result in a change in control of the issuer.	2008 GDF SUEZ Reference Document page 284
13	Financial Information concerning the Issuer's Assets and Liabilities, Financial Position and Profits and Losses	
13.1	Historical Financial Information	

Annex IV Article No.	Retail Debt (denom<EUR50,000)	Page/Ref No.
	Audited historical financial information covering the latest 2 financial years (or such shorter period that the issuer has been in operation), and the audit report in respect of each year. Such financial information must be prepared according to Regulation (EC) No 1606/2002, or if not applicable to a Member State's national accounting standards for issuers from the Community. For third country issuers, such financial information must be prepared according to the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1606/2002 or to a third country's national accounting standards equivalent to these standards. If such financial information is not equivalent to these standards, it must be presented in the form of restated financial statements.	2008 GDF SUEZ Reference Document pages 289 to 422
	The most recent year's historical financial information must be presented and prepared in a form consistent with that which will be adopted in the issuer's next published annual financial statements having regard to accounting standards and policies and legislation applicable to such annual financial statements.	
	If the issuer has been operating in its current sphere of economic activity for less than one year, the audited historical financial information covering that period must be prepared in accordance with the standards applicable to annual financial statements under the Regulation (EC) No 1606/2002, or if not applicable to a Member State's national accounting standards where the issuer is an issuer from the Community. For third country issuers, the historical financial information must be prepared according to the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1606/2002 or to a third country's national accounting standards equivalent to these standards. This historical financial information must be audited.	
	If the audited financial information is prepared according to national accounting standards, the financial information required under this heading must include at least:	
	(a) balance sheet;	2008 GDF SUEZ Reference Document pages 290 to 291
	(b) income statement;	2008 GDF SUEZ Reference Document page 292
	(c) cash flow statement; and	2008 GDF SUEZ Reference Document page 293
	(d) accounting policies and explanatory notes.	2008 GDF SUEZ Reference Document pages 297 to 409
	The historical annual financial information must be independently audited or reported on as to whether or not, for the purposes of the registration document, it gives a true and fair view, in accordance with auditing standards applicable in a Member State or an equivalent standard.	2008 GDF SUEZ Reference Document page 422
13.3	Auditing of historical annual financial information	
13.3.1	A statement that the historical financial information has been audited. If audit reports on the historical financial information have been refused by the statutory auditors or if they contain qualifications or disclaimers, such refusal or such qualifications or disclaimers must be reproduced in	2008 GDF SUEZ Reference Document pages 410 and 422

Annex IV Article No.	Retail Debt (denom<EUR50,000)	Page/Ref No.
	full and the reasons given.	
13.5	Interim and other financial information	
13.5.1	If the issuer has published quarterly or half yearly financial information since the date of its last audited financial statements, these must be included in the registration document. If the quarterly or half yearly financial information has been reviewed or audited the audit or review report must also be included. If the quarterly or half yearly financial information in un-audited or has not been reviewed state that fact.	GDF SUEZ First-Half Report pages 22 to 50 and 52
13.5.2	If the registration document is dated more than nine months after the end of the last audited financial year, it must contain interim financial information, covering at least the first six months of the financial year. If the interim financial information is un-audited state that fact. The interim financial information must include comparative statements for the same period in the prior financial year, except that the requirement for comparative balance sheet information may be satisfied by presenting the years end balance sheet.	GDF SUEZ First-Half Report pages 22 to 50 and 52
13.6	Legal and arbitration proceedings	
	Information on any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the issuer is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the issuer and/or group's financial position or profitability, or provide an appropriate negative statement.	2008 GDF SUEZ Reference Document pages 485 to 490
13.7	Significant change in the issuer's financial or trading position A description of any significant change in the financial or trading position of the group which has occurred since the end of the last financial period for which either audited financial information or interim financial information have been published, or an appropriate negative statement.	2008 GDF SUEZ Reference Document page 490
14	Additional Information	
14.1	Share Capital	
14.1.1	The amount of the issued capital, the number and classes of the shares of which it is composed with details of their principal characteristics, the part of the issued capital still to be paid up, with an indication of the number, or total nominal value, and the type of the shares not yet fully paid up, broken down where applicable according to the extent to which they have been paid up.	2008 GDF SUEZ Reference Document pages 491 to 504
15	Material Contracts	
	A brief summary of all material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any group member being under an obligation or entitlement that is material to the issuer's ability to meet its obligation to security holders in respect of the	2008 GDF SUEZ Reference Document page 513

Annex IV Article No.	Retail Debt (denom<EUR50,000)	Page/Ref No.
	securities being issued.	

INFORMATION INCORPORATED BY REFERENCE IN RESPECT OF ELECTRABEL

ANNEX IX OF REGULATION EC 809/2004

Annex IX Article No.	Wholesale Debt (denom>=EUR50,000)	Page/Ref No.
11	Financial Information concerning the Issuer's Assets and Liabilities, Financial Position and Profits and Losses	
11.1	Historical Financial Information	
	Audited historical financial information covering the latest 2 financial years (or such shorter period that the issuer has been in operation), and the audit report in respect of each year. Such financial information must be prepared according to Regulation (EC) No 1606/2002, or if not applicable to a Member State's national accounting standards for issuers from the Community. For third country issuers, such financial information must be prepared according to the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1606/2002 or to a third country's national accounting standards equivalent to these standards. If such financial information is not equivalent to these standards, it must be presented in the form of restated financial statements. The most recent year's historical financial information must be presented and prepared in a form consistent with that which will be adopted in the issuer's next published annual financial statements having regard to accounting standards and policies and legislation applicable to such annual financial statements. If the issuer has been operating in its current sphere of economic activity for less than one year, the audited historical financial information covering that period must be prepared in accordance with the standards applicable to annual financial statements under the Regulation (EC) No 1606/2002, or if not applicable to a Member State's national accounting standards where the issuer is an issuer from the Community. For third country issuers, the historical financial information must be prepared according to the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1606/2002 or to a third country's national accounting standards equivalent to these standards. This historical financial information must be audited. If the audited financial information is prepared according to national accounting standards, the financial information required under this heading must include at least: (g) balance sheet; (h) income statement;	2008 Electrabel Financial Statements pages 6 to 50

Annex IX Article No.	Wholesale Debt (denom>=EUR50,000)	Page/Ref No.
	(i) cash flow statement; and	
	(j) accounting policies and explanatory notes.	
	The historical annual financial information must be independently audited or reported on as to whether or not, for the purposes of the registration document, it gives a true and fair view, in accordance with auditing standards applicable in a Member State or an equivalent standard.	
11.3	Auditing of historical annual financial information	
13.3.1	A statement that the historical financial information has been audited. If audit reports on the historical financial information have been refused by the statutory auditors or if they contain qualifications or disclaimers, such refusal or such qualifications or disclaimers must be reproduced in full and the reasons given.	2008 Electrabel Financial Statements pages 52 to 54

Any information not listed in the cross-reference lists but included in the documents incorporated by reference is given for information purposes only.

SUPPLEMENT TO THE BASE PROSPECTUS

If at any time the Issuers are required to prepare a supplement to this Base Prospectus pursuant to the provisions of Article 16 of the Prospectus Directive and any legislation in any Member State of the European Economic Area that implements the Prospectus Directive and subordinate legislation thereto, the Issuers will prepare and make available an appropriate supplement to this Base Prospectus or a restated Base Prospectus, which in respect of any subsequent issue of Notes shall amend or supplement this Base Prospectus.

CLEARING OF THE ELECTRABEL DEMATERIALISED NOTES

Each Electrabel Dematerialised Note will be represented by a book entry in the name of its owner (“*propriétaire*”) or holder (“*détenteur*”) in a securities account maintained by the X/N Clearing System or a participant in the X/N Clearing System.

The X/N Clearing System maintains securities accounts in the name of authorised participants only. Noteholders therefore will normally not hold their Notes directly in the X/N Clearing System, but will hold them on a securities account with a financial institution which is an authorised participant in the X/N Clearing System, or which holds them through another financial institution which is such an authorised participant. The Noteholders have a co-ownership right, of an intangible nature, in the pool of Electrabel Dematerialised Securities of the same category held on their behalf by such financial institution. The Companies Code contains provisions aimed at protecting the Noteholders in the event of the insolvency of a financial institution through which Electrabel Dematerialised Notes are held in the system. The Electrabel Dematerialised Notes are then to be returned to the respective Noteholders, are not part of the insolvent financial institution’s assets, and are not available to the creditors of that financial institution. These rights may be subject to the proportional rights of other Noteholders in the same pool of Electrabel Dematerialised Securities.

Most credit institutions established in Belgium, including Euroclear, are participants in the X/N Clearing System. Clearstream, Luxembourg is also a participant in the X/N System. Investors can thus hold their Notes on securities accounts in Euroclear and Clearstream, Luxembourg in the same way as they would for any other types of securities. The Electrabel Dematerialised Notes held in Euroclear and Clearstream, Luxembourg shall be cleared in accordance with their usual procedures. Certain types of Belgian investors (being those that are not eligible for holding “**X-accounts**” — see Condition 8 “**Taxation**”), however, may not hold their Notes through Euroclear or Clearstream, Luxembourg (save if they do so through another intermediary financial institution which is also a participant in the X/N Clearing System and which will be responsible for the withholding of tax).

The X/N Clearing System offers a “**delivery against payment**” settlement service in respect of Notes denominated in euro or in any other currency of a Member State of the OECD. In the case of Notes denominated in other currencies, this service is not provided by the NBB and settlements of trades are to take place through Euroclear and/or Clearstream, Luxembourg. Similarly, payments of interest and principal owing under Notes denominated in euro will be made through the NBB, whilst payments in other currencies (including any currency of a Member State of the OECD other than euro) will be made by Electrabel or, as the case may be, by the Domiciliary Agent, to the relevant participant which will in turn redistribute the payments to its own accountholders holding the Notes. With respect to Notes denominated in any currency of a Member State of the OECD other than euro, the only transactions which the X/N Clearing System currently admits are free transfers and internal transfers (referred to in articles 3.2.4 and 3.2.5 of the Rule Book of the NBB).

The clearing and settlement systems of the NBB, Euroclear and Clearstream, Luxembourg function under the responsibility of their respective operators. The Issuers, the Fiscal Agent, the Domiciliary Agent and the Paying Agents shall have no responsibility in this respect.

More information on the NBB settlement system is available at <http://www.nbbss.be/>.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Final Terms and excepting sentences in italics, shall be applicable to the Notes. Provisions in square brackets shall apply to Notes issued by Electrabel which will have the benefit of a guarantee by the Guarantor. Such provisions will not apply to Notes issued by the Guarantor. 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, amended or varied 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, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on Definitive Materialised Bearer Notes. All capitalised terms that are not defined in these Conditions 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 issued by GDF SUEZ (“**GDF SUEZ**”, in its capacity as guarantor of Notes issued by Electrabel, the “**Guarantor**” or, in its capacity as issuer, an “**Issuer**”) are issued pursuant to an amended and restated paying agency agreement (as amended or supplemented from time to time, the “**Paying Agency Agreement**”) dated 4 November 2009 between GDF SUEZ, Citibank, N.A., London Branch as fiscal agent and the other agents named in it, and with the benefit of a guarantee dated 7 October 2008 (as amended or supplemented from time to time, the “**Guarantee**”) executed by the Guarantor in relation to Notes issued by Electrabel. No Notes issued by Electrabel will be issued pursuant to or have the benefit of the Paying Agency Agreement.

The Notes issued by Electrabel (“**Electrabel**” or, in its capacity as issuer, an “**Issuer**” and, together with GDF SUEZ, the “**Issuers**”) are issued with the benefit of a domiciliary and Belgian paying agency agreement dated 4 November 2009 between, among others, Electrabel and Fortis Bank NV/SA as domiciliary agent (the “**Domiciliary Agent**”, which expression includes any successor Domiciliary Agent appointed from time to time) and Belgian paying agent (the “**Belgian Paying Agent**”, which expression includes any successor Belgian Paying Agent appointed from time to time in connection with such Notes) (as amended or supplemented from time to time, the “**Domiciliary and Belgian Paying Agency Agreement**”). Notes issued by Electrabel also have the benefit of the Guarantee and a clearing services agreement dated 30 July 2007 (as amended or supplemented from time to time, the “**Clearing Services Agreement**”) between the National Bank of Belgium (“**NBB**”), Electrabel and the Domiciliary Agent. No Notes issued by GDF SUEZ will be issued pursuant to or have the benefit of the Domiciliary and Belgian Paying Agency Agreement or the Clearing Services Agreement.

The fiscal agent, the paying agents, the redenomination agent, the consolidation agent and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Fiscal Agent**”, the “**Paying Agents**” (which expression shall include the Fiscal Agent and the Belgian Paying Agent), the “**Registration Agent**”, the “**Redenomination Agent**”, the “**Consolidation Agent**” and the “**Calculation Agent(s)**”.

The holders of Dematerialised Notes and Materialised Notes, the holders of the interest coupons (the “**Coupons**”) relating to interest bearing Materialised Notes and, where applicable in the case of such Notes, talons (the “**Talons**”) for further Coupons (the “**Couponholders**”) and the holders of the receipts (the “**Receipts**”) for the payment of instalments of principal (the “**Receiptholders**”) relating to Materialised Notes of which the principal is payable in instalments are deemed to have notice of all of the provisions of the

Paying Agency Agreement, the Domiciliary and Belgian Paying Agency Agreement and the Clearing Services Agreement, as the case may be, applicable to them.

For the purpose of these Terms and Conditions, “**Regulated Market**” means any regulated market situated in a Member State of the European Economic Area (“**EEA**”) as defined in the Markets in Financial Instruments Directive 2004/39/EC and as listed on the website of Europa (http://ec.europa.eu/internal_market/securities/index_en.htm).

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

Copies of the Paying Agency Agreement, the Domiciliary and Belgian Paying Agency Agreement, the Clearing Services Agreement and the Guarantee are available for inspection at the specified offices of each of the Paying Agents.

1 Form, Denomination(s), Title and Redenomination of the Notes

(a) **Form of Notes issued by GDF SUEZ:** Notes issued by GDF SUEZ may be issued either in dematerialised form (“**Dematerialised Notes**”) or in materialised form (“**Materialised Notes**”).

- (i) Dematerialised Notes are issued, as specified in the relevant Final Terms (the “**Final Terms**”), in (x) bearer dematerialised form (*au porteur*) only, in which case they are inscribed in the books of Euroclear France (acting as central depository) which credits the accounts of Euroclear France Account Holders (as defined below), (y) in registered dematerialised form (*au nominatif*) only and, in such case, at the option of the relevant Noteholder, in administered registered form (*au nominatif administré*) inscribed in the books of a Euroclear France Account Holder or in fully registered form (*au nominatif pur*) inscribed in an account in the books of Euroclear France maintained by the Registration Agent acting on behalf of GDF SUEZ.

For the purpose of these Conditions, “**Euroclear France Account Holder**” means any authorised financial intermediary institution entitled to hold directly or indirectly accounts on behalf of its customers with Euroclear France, and includes the depository bank for Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”) and Euroclear Bank S.A./N.V. (“**Euroclear**”).

- (ii) Materialised Notes are issued in bearer form (“**Materialised Bearer Notes**”). Materialised Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a 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. Instalment Materialised Notes are issued with one or more Receipts attached.

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

Materialised Notes may not be physically delivered in Belgium, other than to a clearing system, a depository or another similar institution for the purpose of their immobilisation.

(b) **Form of Notes issued by Electrabel:** Electrabel may only issue Dematerialised Notes in dematerialised form within the meaning of Article 468 of the Belgian Code des Sociétés (the “**Companies Code**”) (the “**Electrabel Dematerialised Notes**”). Electrabel Dematerialised Notes will

be represented exclusively by book entries in the records of the clearing system operated by the National Bank of Belgium (“**NBB**”) or any successor thereto (the “**X/N Clearing System**”) or of a participant in the X/N Clearing System established in Belgium which has been approved as accountholder by Royal Decree pursuant to the Companies Code (a “**X/N Clearing System Account Holder**”) and will not be represented by or exchangeable into any physical certificate. In respect of Electrabel Dematerialised Notes, there are no bearer certificates, whether in global or definitive form, there is no register of Electrabel Dematerialised Notes (other than the register referred to in Article 468, third paragraph of the Companies Code) and no physical documents of title will be issued or delivered in respect of Electrabel Dematerialised Notes.

- (c) **Denomination(s)**: Notes shall be issued in the specified denomination(s) as set out in the relevant Final Terms save that the minimum denomination of each Note will be (i) if issued by GDF SUEZ, €1,000, or (ii) if issued by Electrabel, €50,000 and in each case if the Notes are denominated in a currency other than euro, the equivalent amount in each such currency at the issue date (the “**Specified Denomination(s)**”) or such higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any applicable laws or regulations. Dematerialised Notes shall be issued in one Specified Denomination only.

(d) **Title**

- (i) Title to Dematerialised Notes issued by GDF SUEZ will be evidenced in accordance with Articles L.211-3 and R.211-1 of the French *Code monétaire et financier* by book entries (*inscriptions en compte*). No physical document 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 issued by GDF SUEZ. Title to Dematerialised Notes issued by GDF SUEZ in bearer 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 Euroclear France Account Holders. Title to Dematerialised Notes issued by GDF SUEZ 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 GDF SUEZ or the Registration Agent.
- (ii) Title to Electrabel Dematerialised Notes will be evidenced in accordance with Article 468 of the Companies Code by book entries (*inscriptions en compte*). No physical document of title will be issued by Electrabel in respect of the Electrabel Dematerialised Notes. Title to Electrabel Dematerialised Notes shall pass upon, and transfer of such Notes may be effected through, registration of the transfer in the relevant account maintained by the X/N Clearing System or the relevant X/N Clearing System Account Holder.
- (iii) Title to Materialised Bearer Notes in definitive form having, where appropriate, Coupons, Receipt(s) and/or a Talon attached thereto on issue (“**Definitive Materialised Bearer Notes**”), shall pass by delivery.
- (iv) Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Note (as defined below), Receipt, 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.
- (v) In these Conditions, “**holder of Notes**” or “**holder of any Note**” or “**Noteholder**” means (i) in the case of Dematerialised Notes issued by GDF SUEZ, the person whose name appears in the account of the relevant Euroclear France Account Holder or GDF SUEZ or the Registration

Agent (as the case may be) as being entitled to such Notes, (ii) in the case of Materialised Notes, the bearer of any Definitive Materialised Bearer Note and the Receipts, 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 and (iii) in the case of Electrabel Dematerialised Notes, the person whose name appears in the relevant account of the X/N Clearing System or of the relevant X/N Clearing System Account Holder.

(e) Redenomination

- (i) The relevant Issuer may (if so specified in the relevant Final Terms), on any Interest Payment Date, without the consent of the holder of any Note, Receipt, Coupon or Talon, by giving at least 30 days' notice in accordance with Condition 16 and on or after the date on which the European Member State in whose national currency the Notes are denominated has become a participating Member State in the single currency of the European Economic and Monetary Union (as provided in the Treaty establishing the European Community, as amended from time to time (the "**Treaty**") or events have occurred which have substantially the same effects (in either case, "**EMU**"), redenominate all, but not some only, of the Notes of any Series into Euro and adjust the aggregate principal amount and the Specified Denomination(s) set out in the relevant Final Terms accordingly, as described below. The date on which such redenomination becomes effective shall be referred to in these Conditions as the "**Redenomination Date**".
- (ii) Unless otherwise specified in the relevant Final Terms, the redenomination of the Notes pursuant to Condition 1(e)(i) shall be made by converting the principal amount of each Note from the relevant national currency into Euro using the fixed relevant national currency Euro conversion rate established by the Council of the European Union pursuant to Article 123 (4) of the Treaty and rounding the resultant figure to the nearest Euro 0.01 (with Euro 0.005 being rounded upwards). If the relevant Issuer so elects, the figure resulting from conversion of the principal amount of each Note using the fixed relevant national currency Euro conversion rate shall be rounded down to the nearest euro. The Euro denominations of the Notes so determined shall be notified to Noteholders in accordance with Condition 16. Any balance remaining from the redenomination with a denomination higher than Euro 0.01 shall be paid by way of cash adjustment rounded to the nearest Euro 0.01 (with Euro 0.005 being rounded upwards). Such cash adjustment will be payable in Euro on the Redenomination Date in the manner notified to Noteholders by the relevant Issuer.
- (iii) Upon redenomination of the Notes, any reference in the relevant Final Terms to the relevant national currency shall be construed as a reference to euro.
- (iv) Unless otherwise specified in the relevant Final Terms, the relevant Issuer may, with the prior approval of the Redenomination Agent and the Consolidation Agent, in connection with any redenomination pursuant to this Condition or any consolidation pursuant to Condition 15, without the consent of the holder of any Note, Receipt, Coupon or Talon, make any changes or additions to these Conditions or Condition 15 (including, without limitation, any change to any applicable business day definition, business day convention, principal financial centre of the country of the Specified Currency, interest accrual basis or benchmark), taking into account market practice in respect of redenominated euromarket debt obligations and which it believes are not prejudicial to the interests of such holders. Any such changes or additions shall, in the absence of manifest error, be binding on the holders of Notes, Receipts, Coupons and Talons and shall be notified to Noteholders in accordance with Condition 16 as soon as practicable thereafter.

- (v) Neither the relevant Issuer nor any Paying Agent shall be liable to the holder of any Note, Receipt, Coupon or Talon or other person for any commissions, costs, losses or expenses in relation to or resulting from the credit or transfer of Euro or any currency conversion or rounding effected in connection therewith.

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 initially issued in registered form (*au nominatif*) only may not be converted into Dematerialised Notes in bearer dematerialised form (*au porteur*).
- (iii) Dematerialised Notes issued in fully registered dematerialised form (*au nominatif pur*) may, at the option of the Noteholder, be converted into Notes in administered registered dematerialised 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 monétaire et financier*. Any such conversion shall be effected at the cost of such Noteholder.

Electrabel Dematerialised Notes may only be issued in dematerialised form within the meaning of Article 468 of the Companies Code which does not distinguish between Dematerialised Notes in bearer and registered form. Electrabel Dematerialised Notes may not be exchanged for Notes in bearer form.

(b) Materialised Bearer Notes

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

(c) Dematerialised Notes not exchangeable for Materialised Bearer Notes and vice versa

Dematerialised Notes may not be exchanged for Materialised Notes and Materialised Notes may not be exchanged for Dematerialised Notes.

3 Status [and Guarantee]

(a) Status of Notes

The Notes and, where applicable, any relative Receipts and Coupons are unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the relevant Issuer and rank and will rank *pari passu* without preference or priority among themselves and (save for certain obligations required to be preferred by law) equally and rateably with all other present or future unsecured and unsubordinated indebtedness, obligations and guarantees of the relevant Issuer.

(b) [Guarantee

The Guarantor has unconditionally and irrevocably guaranteed the due payment of all sums expressed to be payable by Electrabel under the Notes.]

The Guarantee is reproduced on pages 87 and 88 of this Base Prospectus.

(c) [Status of the Guarantee

The Guarantee constitutes an unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligation of the Guarantor and ranks and shall at all times rank (save for certain obligations required to be preferred by law) equally and rateably with all other present or future unsecured and unsubordinated indebtedness, obligations and guarantees of the Guarantor.]

4 Negative Pledge

(a) Issuer

So long as any of the Notes or, if applicable, any Receipts or Coupons relating to them, remains outstanding (as defined in the Paying Agency Agreement in relation to Notes issued by GDF SUEZ and the Domiciliary and Belgian Paying Agency Agreement in relation to Electrabel Dematerialised Notes), the relevant Issuer will not grant any mortgage (*hypothèque*), pledge or other form of security interest (*sûreté réelle*) which are not created over cash on any of its present or future tangible assets, intangible assets or revenues in each case for the benefit of holders of its other negotiable bonds, notes or debt securities having an original maturity of more than one year, which are, or which are capable of being, quoted, listed, or ordinarily dealt with on any stock exchange, without granting the same ranking security to the Notes.

None of the above shall prevent GDF SUEZ or Electrabel from securing any present or future indebtedness for the benefit of holders of other negotiable bonds, notes or debt instruments which are, or are capable of being, quoted, listed, or ordinarily dealt with on any stock exchange, where such indebtedness is incurred for the purpose of, and the proceeds thereof are used in, (i) the purchase of an asset and such security is provided over or in respect of such asset or (ii) the refinancing of any indebtedness incurred for the purpose of (i) above, provided that the security is provided over or in respect of the same asset.

(b) Guarantor

So long as any of the Notes or, if applicable, any Receipts or Coupons relating to them, remains outstanding (as defined in the Paying Agency Agreement in relation to Notes issued by GDF SUEZ and in the Domiciliary and Belgian Paying Agency Agreement in relation to Electrabel Dematerialised Notes), the Guarantor will not grant any mortgage (*hypothèque*), pledge or other form of security interest (*sûreté réelle*) which are not created over cash on any of its present or future tangible assets, intangible assets or revenues in each case for the benefit of holders of its other negotiable bonds, notes or debt securities having an original maturity of more than one year, which are, or which are capable of being, quoted, listed, or ordinarily dealt with on any stock exchange, without granting the same ranking security to the Notes.

None of the above shall prevent the Guarantor from securing any present or future indebtedness for the benefit of holders of other negotiable bonds, notes or debt instruments which are, or are capable of being, quoted, listed, or ordinarily dealt with on any stock exchange, where such indebtedness is incurred for the purpose of, and the proceeds thereof are used in, (i) the purchase of an asset and such security is provided over or in respect of such asset or (ii) the refinancing of any indebtedness incurred for the purpose of (i) above, provided that the security is provided over or in respect of the same asset].

5 Interest and other Calculations

- (a) **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 Notes denominated in euro, a day on which the Trans European Automated Real Time Gross Settlement Express Transfer (known as TARGET2) system which was launched on 19 November 2007 or any successor thereto (the **“TARGET System”**) is operating (a **“TARGET Business Day”**); and/or
- (ii) in the case of Notes denominated in a specified currency other than euro, a day which is a TARGET Business Day and a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for that currency; and/or
- (iii) in the case of Notes denominated in a specified currency and/or one or more Business Centres (as specified in the relevant Final Terms) a day which is a TARGET Business Day and 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 so specified.

“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, the **“Calculation Period”**):

- (i) if **“Actual/365”** or **“Actual/Actual - ISDA”** 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/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:

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

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

in each case where

“Determination Period” means the period from and including a Determination Date in any year to but excluding the next Determination Date, and

“**Determination Date**” means the date specified as such in the relevant Final Terms or, if none is so specified, the Interest Payment Date

- (iii) if “**Actual/365 (Fixed)**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;
- (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 “**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:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

“**D₂**” 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 D1 is greater than 29, in which case D2 will be 30;

and

- (vi) 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:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

“**D₂**” 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 D₂ will be 30.

“**Effective Date**” means, with respect to any Floating Rate to be determined on an Interest Determination Date, the date specified as such in the relevant Final Terms or, if none is so specified, the first day of the Interest Accrual Period to which such Interest Determination Date relates.

“**Euro-zone**” means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community as amended by the Treaty on European Union.

“**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 the amount of interest payable, and in the case of Fixed Rate Notes, means the Fixed Coupon Amount or Broken Amount, as the case may be.

“**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 day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is Euro or (ii) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (iii) the day falling two Business Days in the city specified in the Final Terms for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor Euro.

“**Interest Payment Date**” means the date(s) specified in the relevant Final Terms.

“**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 Date**” means each Interest Payment Date unless otherwise specified in the relevant Final Terms.

“**ISDA Definitions**” means the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc., unless otherwise specified in the relevant Final Terms.

“**Page**” means such page, section, caption, column or other part of a particular information service (including, but not limited to, Reuters) as may be specified for the purpose of providing a Relevant Rate, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to that Relevant Rate.

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

“Reference Banks” means the institutions specified as such in the relevant Final Terms or, if none, four major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Benchmark (as specified in the relevant Final Terms) (which, if EURIBOR is the relevant Benchmark, shall be the Euro-zone).

“Relevant Financial Centre” means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the financial centre as may be specified as such in the relevant Final Terms or, if none is so specified, the financial centre with which the relevant Benchmark (as specified in the relevant Final Terms) is most closely connected (which, in the case of EURIBOR, shall be the Euro-zone) or, if none is so connected, Paris.

“Relevant Date” means, in respect of any Note, Receipt or Coupon, the date on which payment in respect of it first became 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 days after that on which notice is duly given to the holders of such Materialised Notes that, upon further presentation of the Materialised Note, Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

“Relevant Rate” means the Benchmark for a Representative Amount of the Specified Currency for a period (if applicable or appropriate to the Benchmark) equal to the Specified Duration commencing on the Effective Date.

“Relevant Time” means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the relevant Final Terms or, if no time is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Specified Currency in the interbank market in the Relevant Financial Centre and for this purpose **“local time”** means, with respect to Europe and the Euro-zone as a Relevant Financial Centre, Brussels Time.

“Representative Amount” means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the amount specified as such in the relevant Final Terms or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

“Specified Currency” means the currency specified as such in the relevant Final Terms or, if none is specified, the currency in which the Notes are denominated.

“Specified Duration” means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the duration specified in the relevant Final Terms or, if none is specified, a period of time equal to the relative Interest Accrual Period, ignoring any adjustment pursuant to Condition 5(c)(ii).

- (b) **Interest on Fixed Rate Notes:** Each Fixed Rate Note bears interest on its outstanding nominal amount from 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 except as otherwise provided in the relevant Final Terms.

If a Fixed Coupon Amount or a Broken Amount is specified in the relevant Final Terms, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and in the case of the Broken Amount will be payable on the particular Interest Payment Date(s) specified in the relevant Final Terms.

(c) Interest on Floating Rate Notes and Index Linked Interest Notes:

- (i) Interest Payment Dates: Each Floating Rate Note and Index Linked Interest Note bears interest on its outstanding nominal amount from 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 (except as otherwise provided in the relevant Final Terms) on each Interest Payment Date. 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 ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the relevant Final Terms.

(A) ISDA Determination for Floating Rate Notes

Where ISDA 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 ISDA Rate plus or minus (as indicated in the relevant Final Terms) the Margin (if any). For the purposes of this sub-paragraph (A), “**ISDA Rate**” for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (a) the Floating Rate Option is as specified in the relevant Final Terms;
- (b) the designated Maturity is a period specified in the relevant Final Terms; and
- (c) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified in the relevant Final Terms.

For the purposes of this sub-paragraph (A), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**designated Maturity**”, “**Reset Date**” and “**Swap Transaction**” have the meanings given to those terms in the ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes

Where Screen Rate 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 at or about the Relevant Time on the Interest Determination Date in respect of such Interest Accrual Period in accordance with the following:

- (a) if the Primary Source for Floating Rate is a Page, subject as provided below, the Rate of Interest shall be:
 - (i) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity); or
 - (ii) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,

in each case appearing on such Page at the Relevant Time on the Interest Determination Date
- (b) if the Primary Source for the Floating Rate is Reference Banks or if sub-paragraph (a)(i) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (a)(ii) applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the arithmetic mean of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent; and
- (c) if paragraph (b) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Specified Currency that at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Specified Currency or, if the Specified Currency is euro, in the euro-zone as selected by the Calculation Agent (the “**Principal Financial Centre**”) are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (I) to leading banks carrying on business in Europe, or (if the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe) (II) to leading banks carrying on business in the Principal Financial Centre; except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Rate Multiplier or Maximum or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

- (iv) **Rate of Interest for Index Linked Interest Notes:** The Rate of Interest in respect of Index Linked Interest Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms and interest will accrue by reference to an Index or Formula as specified 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 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 6(e)(i)).
- (e) **Dual Currency Notes:** In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to a Rate of Exchange or a method of calculating, a Rate of Exchange, the rate or amount of interest payable shall be determined in the manner specified in the relevant Final Terms.
- (f) **Partly Paid Notes:** In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the relevant Final Terms.
- (g) **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 (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date.
- (h) **Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts, Rate Multipliers and Rounding:**
 - (i) If any Margin or Rate Multiplier 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 (c) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin or multiplying by such Rate Multiplier, 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.
 - (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.
- (i) **Calculations:** The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Note by the Day Count Fraction, unless an Interest Amount (or a formula for its calculation) is specified in respect of such period, in which case the amount of interest payable in respect of such Note for such 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 in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.

- (j) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Optional Redemption Amounts, Early Redemption Amounts and Instalment Amounts:** As soon as practicable after the relevant time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, it shall determine such rate and calculate the Interest Amounts in respect of each Specified Denomination of the Notes for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Optional Redemption Amount, Early 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 Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Optional Redemption Amount, Early Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the relevant Issuer, each of the Paying Agents, the Noteholders, 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 and admitted to trading on a Regulated Market or listed on any other stock exchange and the rules of such Regulated Market or stock exchange so require, such Regulated Market or stock 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 fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(c)(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. 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) shall (in the absence of manifest error) be final and binding upon all parties.
- (k) **Calculation Agent and Reference Banks:** The relevant Issuer shall procure that there shall at all times be four Reference Banks (or such other number as may be required) with offices in the Relevant Financial Centre and one or more Calculation Agents if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding (as defined in the Paying Agency Agreement in relation to Notes issued by GDF SUEZ and in the Domiciliary and Belgian Paying Agency Agreement in relation to Electrabel Dematerialised Notes). If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank, then the relevant Issuer shall appoint another Reference Bank with an office in the Relevant Financial Centre to act as such in its place. 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. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Period or Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the relevant Issuer shall appoint a leading bank or investment banking firm 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 (acting through its principal Paris office or any other office actively involved in

such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

6 Redemption, Purchase and Options

- (a) **Final Redemption:** Unless previously redeemed, purchased and cancelled as provided below or its maturity is extended pursuant to any option provided by the relevant Final Terms including any Issuer's option in accordance with Condition 6(c) or any Noteholders' option in accordance with Condition 6(d), each Note shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) or, in the case of a Note falling within Condition 6(b) below, its final Instalment Amount.
- (b) **Redemption by Instalments and Final Redemption:** Unless previously redeemed, purchased and cancelled as provided in this Condition 6 or the relevant Instalment Date (being one of the dates so specified in the relevant Final Terms) is extended pursuant to any Issuer's or Noteholder's option in accordance with Condition 6(c) or (6)(d), 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 (i) in the case of Dematerialised Notes, on the due date for such payment or (ii) in the case of Materialised Notes, on presentation of the related Receipt, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.
- (c) **Redemption at the Option of the Issuer, Exercise of Issuer's Options and Partial Redemption:** If a Call Option is specified in the relevant Final Terms, the relevant Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice in accordance with Condition 16 to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem, or exercise any Issuer's option (as may be described) in relation to, all or, if so provided, some, of the Notes on any Optional Redemption Date or Option Exercise Date, as the case may be. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption (including, where applicable, any arrears of interest), if any. Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the minimum nominal amount to be redeemed specified in the relevant Final Terms and no greater than the maximum nominal amount to be redeemed specified 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.

In the case of a partial redemption or a partial exercise of an Issuer's option in respect of Materialised Notes, the notice to holders of such Materialised Notes shall also contain the number of the Definitive Materialised Bearer Notes to be redeemed or in respect of which such option has been exercised, which shall have been drawn 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 or stock exchange requirements.

In the case of a partial redemption of or a partial exercise of an Issuer's option in respect of Dematerialised Notes, the redemption may be effected, at the option of the relevant Issuer, either (i) by reducing the nominal amount of all such Dematerialised Notes in a Series in proportion to the

aggregate nominal amount redeemed or (ii) by redeeming in full some only of such Dematerialised Notes and, in such latter case, the choice between those Dematerialised Notes that will be fully redeemed and those Dematerialised Notes of any Series that will not be redeemed shall be made in accordance with Article R.213-16 of the *Code monétaire et financier* (which, for the avoidance of doubt, will not apply to the Electrabel Dematerialised Notes) and the provisions of the relevant Final Terms, subject to compliance with any other applicable laws and Regulated Market or other stock exchange requirements and, with regard to Electrabel Dematerialised Notes, the rules of the X/N Clearing System.

So long as the Notes are listed and admitted to trading on Euronext Paris and the rules of that Stock Exchange so require, the relevant Issuer shall, once in each year in which there has been a partial redemption of the Notes, cause to be published in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the *Autorité des marchés financiers* and on the website of any other competent authority and/or Regulated Market of the EEA Member State where the Notes are listed and admitted to trading, a notice specifying the aggregate nominal amount of Notes outstanding and, in the case of Materialised Notes a list of any Definitive Materialised Bearer Notes drawn for redemption but not surrendered.

- (d) **Redemption at the Option of Noteholders and Exercise of Noteholders' Options:** If a Put Option is specified in the relevant Final Terms, the relevant Issuer shall, at the option of the Noteholder, upon the Noteholder giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified in the relevant Final Terms) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption including, where applicable, any arrears of interest.

To exercise such option or any other Noteholders' option that may be set out in the relevant Final Terms (which must be exercised on an Option Exercise Date) the Noteholder must deposit with any Paying Agent at its specified office a duly completed option exercise notice (the "**Exercise Notice**") in the form obtained from any Paying Agent, within the notice period. In the case of Materialised Bearer Notes, the Exercise Notice shall have attached to it such Notes (together with all unmatured Receipts and 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 Fiscal Agent, the Paris Paying Agent or the Belgian Paying Agent specified in the Exercise Notice. No option so exercised and, where applicable, no Note so deposited or transferred may be withdrawn without the prior consent of the relevant Issuer.

- (e) **Early Redemption:**

- (i) Zero Coupon Notes:

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 6(f) or Condition 6(j) or upon it becoming due and payable as provided in Condition 9 shall be the Amortised Nominal Amount (calculated as provided below) of such Note unless otherwise specified in the relevant Final Terms.
- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Nominal 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 Nominal 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 6(f) or Condition 6(j) 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 Nominal 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 Amortised Nominal Amount becomes due and payable were the Relevant Date. The calculation of the Amortised Nominal Amount in accordance with this sub-paragraph shall continue to be made (as well after as before judgment) 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 5(d). 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 6(f) or Condition 6(j), or upon it becoming due and payable as provided in Condition 9 shall be the Final Redemption Amount together with interest accrued to the date fixed for redemption (including, where applicable, any arrears of interest) unless otherwise specified in the relevant Final Terms.

(f) Redemption for Taxation Reasons

- (i) If, by reason of any change in, or any change in the official application or interpretation of, French law or, in relation to Notes issued by Electrabel, Belgian law, becoming effective after the Issue Date, the relevant Issuer or, as the case may be, the Guarantor (in respect of the Guarantee), would on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay Additional Amounts as specified and defined under Condition 8 below, the relevant Issuer may, at its option, on any Interest Payment Date or, if so specified in the relevant Final Terms, at any time, subject to having given not more than 45 nor less than 30 days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 16, redeem all, but not some only, of the Notes at their Early Redemption Amount together with, unless otherwise specified in the Final Terms, any interest accrued to the date set for redemption (including, where applicable, any arrears of interest) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the relevant Issuer or the Guarantor, as the case may be, could make payment of principal and interest without withholding for such taxes.
- (ii) If the relevant Issuer or, as the case may be, the Guarantor (in respect of the Guarantee), would on the next payment of principal or interest in respect of the Notes be prevented by French law or, in relation to Notes issued by Electrabel, Belgian law, from making payment to the Noteholders or, if applicable, Couponholders of the full amounts then due and payable, notwithstanding the undertaking to pay Additional Amounts contained in Condition 8 below, then the relevant Issuer, shall forthwith give notice of such fact to the Fiscal Agent or the Domiciliary Agent, as the case may be, and the relevant Issuer shall upon giving not less than seven days' prior notice to the Noteholders in accordance with Condition 16, redeem all, but not some only, of the Notes then outstanding at their Redemption Amount together with, unless

otherwise specified in the Final Terms, any interest accrued to the date set for redemption (including, where applicable, any arrears of interest) on the latest practicable Interest Payment Date on which the relevant Issuer or the Guarantor, as the case may be, could make payment of the full amount then due and payable in respect of the Notes or, if applicable, Receipts or Coupons, or, if that date is passed, as soon as practicable thereafter.

- (g) **Partly Paid Notes:** Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the provisions specified in the relevant Final Terms.
- (h) **Purchases:** The relevant Issuer shall have the right at all times to 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 regulations.
- (i) **Cancellation:** All Notes purchased by or on behalf of the relevant Issuer must be cancelled, in the case of Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France or the X/N Clearing System, as the case may be, and, in the case of Materialised Bearer Notes, by surrendering the Temporary Global Certificate and the Definitive Materialised Bearer Notes in question together with all unmatured Receipts and 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 relevant 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 Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so cancelled or, where applicable, transferred or surrendered for cancellation may not be reissued or resold and the obligations of the relevant Issuer [and the Guarantor] in respect of any such Notes shall be discharged.
- (j) **Illegality:** If, by reason of any change in, or any change in the official application of French law, or in relation to Notes issued by Electrabel, Belgian law, becoming effective after the Issue Date, it will become unlawful (i) for the relevant Issuer to perform or comply with one or more of its obligations under the Notes, [or (ii) for the Guarantor to perform or comply with one or more of its obligations under the Guarantee] the relevant Issuer [which in the case of (ii) above, shall be the issuer of the Notes guaranteed by the Guarantor] will, subject to having given not more than 45 nor less than 30 days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 16, redeem all, but not some only, of the Notes at their Early Redemption Amount together with any interest accrued to the date set for redemption (including, where applicable, any arrears of interest).
- (k) **Redemption or repurchase at the option of the Noteholders in case of Change of Control:**

If a Put Option in case of Change of Control (as defined below) is specified in the relevant Final Terms, and if a Put Event (as defined below) occurs, each Noteholder will have the option to require the Issuer to redeem or repurchase all or part of the Notes held by such Noteholder on the Put Date (as defined below) at their principal amount together with interest accrued up to but excluding such date of redemption or repurchase. Such option (the “**Put Option in case of Change of Control**”) shall operate as set out below.

(B) A “**Put Event**” will be deemed to occur if:

- (i) Any person or group of persons acting in concert or any person or persons acting on behalf of any such person(s) (the “**Relevant Persons**”) (a) acquires directly or indirectly more than 50% of the total voting rights or of the issued ordinary share capital of GDF

SUEZ (or any successor entity), (b) acquires directly or indirectly a number of shares in the ordinary share capital of GDF SUEZ carrying more than 40% of the voting rights exercisable in general meetings of GDF SUEZ and no other shareholder of such entity, directly or indirectly, acting alone or in concert with others, holds a number of shares carrying a percentage of the voting rights exercisable in such general meetings which is higher than the percentage of voting rights attached to the number of shares held directly or indirectly by such Relevant Person(s) (any such event being a “**Change of Control**”); and

(ii) on the date notified to the Noteholders by the Issuer in accordance with Condition 16 (the “**Relevant Announcement Date**”) that is the earlier of (x) the date of the first public announcement of the Change of Control; and (y) the date of the earliest Relevant Potential Change of Control Announcement, either the Notes or the senior unsecured long-term debt of GDF SUEZ carries from any of Moody’s Investors Service Limited (“**Moody’s**”), Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc. (“**S&P**”), or Fitch Ratings (“**Fitch**”) or any of their respective successors to the rating business thereof, or any other rating agency (each a “**Substitute Rating Agency**”) of international standing (each, a “**Rating Agency**”):

- (x) an investment grade credit rating (Baa3/BBB-/BBB-, or equivalent, or better), and such rating from any rating agency is, within the Change of Control Period either downgraded to a non-investment grade credit rating (Ba1/BB+/BB+, or equivalent, or worse) or withdrawn and is not, within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to an investment grade credit rating by such Rating Agency; or
- (y) a non-investment grade credit rating (Ba1/BB+/BB+, or equivalent, or worse), and such rating from any Rating Agency is within the Change of Control Period either downgraded by one or more notches (for illustration, Ba1/BB+/BB+ to Ba2/BB/BB being one notch) or withdrawn and is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to its earlier credit rating or better by such Rating Agency;

provided that, for the avoidance of doubt,

1. any such decision of the relevant Rating Agency referred to in (x) or (y) above shall not be deemed to have occurred in respect of a particular Change of Control if such Rating Agency does not publicly announce or confirm that such decision was the result, in whole or in part, of any event or circumstance comprised in or arising as a result of, or in respect of, the applicable Change of Control; and
2. if at the time of the occurrence of a Change of Control neither the Notes nor the senior unsecured long-term debt of GDF SUEZ is rated by a Rating Agency, and no Rating Agency assigns within the Change of Control Period an investment grade rating to the Notes, a Put Event will be deemed to have occurred.

(C) Promptly upon the Issuer or the Guarantor becoming aware that a Put Event has occurred the Issuer shall give notice (a “**Put Event Notice**”) to the Noteholders in accordance with

Condition 16 specifying the nature of the Put Event, the circumstances giving rise to it and the procedure for exercising the option contained in this Condition.

- (D) To exercise the Put Option in case of Change of Control to require redemption or repurchase of the Notes, any Noteholder must transfer or cause to be transferred the Notes to be so redeemed or repurchased to the account of any Paying Agent and deliver to the Issuer a duly completed redemption or repurchase notice in writing (a “**Change of Control Put Notice**”), in which such Noteholder will specify a bank account to which payment is to be made under this paragraph, within the period (the “**Put Period**”) of 45 days after a Put Event Notice is given (except where (i) the Noteholder gives the Issuer written notice of the occurrence of a Put Event of which it is aware and (ii) the Issuer fails to give a Put Event Notice to the Noteholders by close of business of the third Business Day after the receipt of such notice from the Noteholder, in which case the Put Period will start from such third Business Day and will end on the day falling 45 days thereafter).

A Change of Control Put Notice once given shall be irrevocable. The Issuer shall redeem or repurchase the Notes in respect of which the Put Option in case of Change of Control has been validly exercised as provided above and subject to the transfer of the Notes, on the date which is the fifth Business Day following the end of the Put Period (the “**Put Date**”). Payment in respect of such Notes will be made by transfer to the bank account specified in the Change of Control Put Notice.

- (E) For the purposes of this Condition:

“**Change of Control Period**” means the period commencing on the Relevant Announcement Date, and ending 180 days (inclusive) after the occurrence of the relevant Change of Control (or such longer period for which the Notes or the senior unsecured long-term debt of GDF SUEZ are under consideration (such consideration having been announced publicly within the period ending 120 days after the occurrence of the relevant Change of Control) for rating review or, as the case may be, rating by, a Rating Agency, such period not to exceed 60 days after the public announcement of such consideration);

“**Relevant Potential Change of Control Announcement**” means any public announcement or statement by the Issuer, GDF SUEZ or any Relevant Person thereto relating to any potential Change of Control.

7 Payments and Talons

- (a) **Dematerialised Notes issued by GDF SUEZ:** Payments of principal and interest (including, for the avoidance of doubt, any arrears of interest, where applicable) in respect of Dematerialised Notes issued by GDF SUEZ shall (in the case of Dematerialised Notes issued by GDF SUEZ in bearer form or administered registered form) be made by transfer to the account denominated in the relevant currency of the relevant Euroclear France Account Holders for the benefit of the Noteholders or (in the case of Dematerialised Notes issued by GDF SUEZ in fully registered form) to an account denominated in the relevant currency with a Bank (as defined below) designated by the Noteholders. All payments validly made to such Euroclear France Account Holders will be an effective discharge of GDF SUEZ in respect of such payments.
- (b) **Materialised Bearer Notes:** Payments of principal and interest (including, for the avoidance of doubt, any arrears of interest, where applicable) 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), Materialised Bearer Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(g)(vi)) or Coupons (in the case of interest, save as specified in Condition 7(g)(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 Noteholder, by transfer to an account denominated in such currency with, a Bank. No payments in respect of Materialised Bearer Notes shall be made by transfer to an account in, or mailed to an address in, the United States.

“**Bank**” means 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 TARGET System.

- (c) **Electrabel Dematerialised Notes:** All payments in euro of principal or interest owing under the Electrabel Dematerialised Notes shall be made through the Domiciliary Agent and the X/N Clearing System in accordance with the rules of the X/N Clearing System. All payments in any currency of a Member State of the OECD other than euro will be made by Electrabel or as the case may be, by the Domiciliary Agent, to the relevant participant which will in turn redistribute the payments to their own accountholders holding the Notes.
- (d) **Payments in the United States:** Notwithstanding the foregoing, if any Materialised Bearer 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 relevant 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 relevant Issuer, any adverse tax consequence to the Issuer or the Guarantor, if payment is being made under the Guarantee.
- (e) **Payments Subject to Fiscal Laws:** All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment but without prejudice to the provisions of Condition 8. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (f) **Appointment of Agents:** The Fiscal Agent, the Paying Agents, the Calculation Agent, the Registration Agent, the Domiciliary Agent, the Redenomination Agent and the Consolidation Agent initially appointed under the Paying Agency Agreement or the Domiciliary and Belgian Paying Agency Agreement, as the case may be, and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Registration Agent, the Domiciliary Agent, the Redenomination Agent and the Consolidation Agent act solely as agents of each Issuer and the Calculation Agent(s) act(s) as independent experts(s) and, in each case such, do not assume any obligation or relationship of agency for any Noteholder or Couponholder. The Issuers reserve the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Registration Agent, the Domiciliary Agent, the Redenomination Agent and the Consolidation Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents, provided that the Issuers shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) a Redenomination Agent and a Consolidation Agent where the Conditions so require, (iv) in the case of Dematerialised Notes in fully registered form a Registration Agent, (v) in the case of Electrabel Dematerialised Notes, a Domiciliary Agent and a Belgian Paying Agent having a specified office in Belgium, (vi) Paying Agents having specified offices in at least two major European cities, (vii) in the

case of Materialised Notes, a Paying Agent in a Member State of the EU that will not be obliged to withhold or deduct tax pursuant to the European Council Directive 2003/48/EC or any other EU Directive on the taxation of savings income (which may be any of the Paying Agents referred to in (vi) above) implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000, or pursuant to any law implementing or complying with, or introduced in order to conform to, such Directive and (viii) such other agents as may be required by the rules of any other stock exchange on which the Notes may be listed.

In addition, the Issuers [(or the Guarantor, if payment is being made under the Guarantee)] shall forthwith appoint a Paying Agent in New York City in respect of any Materialised Bearer Notes denominated in U.S. Dollars in the circumstances described in paragraph (c) above.

On a redenomination of the Notes of any Series pursuant to Condition 1(e) with a view to consolidating such Notes with one or more other Series of Notes, in accordance with Condition 15, the relevant Issuer shall ensure that the same entity shall be appointed as both Redenomination Agent and Consolidation Agent in respect of both such Notes and such other Series of Notes to be so consolidated with such Notes.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 16.

(g) Unmatured Coupons and Receipts and unexchanged Talons:

- (i) Unless Materialised Bearer Notes provide that the relative Coupons are to become void upon the due date for redemption of those Notes, Materialised Bearer Notes should be surrendered for payment together with all unmaturing Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmaturing Coupon (together, where applicable, with the amount of any arrears of interest corresponding to such Coupon) (or, in the case of payment not being made in full, that proportion of the amount of such missing unmaturing Coupon (together, where applicable, with the amount of any arrears of interest corresponding to such Coupon) that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Amortised Nominal Amount, Early Redemption Amount or Optional 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 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 10).
- (ii) If Materialised Bearer Notes so provide, upon the due date for redemption of any such Materialised Bearer Note, unmaturing 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 Bearer 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) Upon the due date for redemption of any Materialised Bearer Note that is redeemable in instalments, all Receipts relating to such Materialised Bearer Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (v) Where any Materialised Bearer Note that provides that the relative unmaturing Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmaturing Coupons, and where any such 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 and the Guarantor, as the case may be, may require.

- (vi) If the due date for redemption of any Materialised Bearer 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, (including, for the avoidance of doubt, any arrears of interest if applicable) shall only be payable against presentation (and surrender if appropriate) of the relevant Definitive Materialised Bearer Note. Interest accrued on a Materialised Bearer Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Materialised Bearer Notes.
- (h) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Materialised Bearer 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 10).
- (i) **Non-Business Days:** If any date for payment in respect of any Note, Receipt 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 issued by GDF SUEZ, on which Euroclear France is open for business or (ii) in the case of Electrabel Dematerialised Notes, on which the NBB is open for business or (iii) 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.

8 Taxation

- (a) **Tax exemption from French withholding tax for Notes issued or deemed to be issued outside France:** Interest and other revenues paid by GDF SUEZ with respect to Notes which, as may be specified in the relevant Final Terms, are issued or are deemed to be issued outside the Republic of France benefit from the exemption, provided for in Article 131 quater of the French tax code, from the withholding tax set out under Article 125 A III of the French tax code. Accordingly, such payments do not give the right to any tax credit from any French source.

As to the meaning of the expression “issued or deemed to be issued outside the Republic of France” see “General Description of the Programme - Taxation in respect of the Notes issued by GDF SUEZ” above.

- (b) **Additional amounts:** If applicable law should require that payments of principal or interest made by an Issuer in respect of any Note, Receipt or Coupon be subject to deduction or withholding in respect of any present or future taxes or duties whatsoever levied by the Republic of France or the Kingdom of Belgium, the relevant Issuer or as the case may be, the Guarantor in the case of payments under the Guarantee, will, to the fullest extent then permitted by law, pay such additional amounts (“**Additional Amounts**”) as shall result in receipt by the Noteholders or, if applicable, the Receiptholders and the

Couponholders, as the case may be, of such amounts as would have been received by them had no such withholding or deduction been required, except that no such Additional Amounts shall be payable with respect to any Note, Receipt or Coupon, as the case may be:

- (i) **Other connection:** to, or to a third party on behalf of, a Noteholder who is (i) entitled to avoid such deduction or withholding by making a declaration of non-residence or other similar claim for exemption to the financial intermediary, the relevant Issuer or the competent tax authority; or (ii) liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with the Republic of France (in the case of Notes issued by GDF SUEZ) or the Kingdom of Belgium (in the case of Notes issued by Electrabel) other than the mere holding of the Note, Receipt or Coupon; or
- (ii) **Presentation more than 30 days after the Relevant Date:** presented for payment more than 30 days after the Relevant Date except to the extent that the Noteholder would have been entitled to such Additional Amounts on presenting it for payment on the thirtieth such day; or
- (iii) **Eligible Investor (as defined below):** in relation to Electrabel Dematerialised Notes, where such withholding or deduction is imposed because the holder (or the beneficial owner) is not an Eligible Investor (unless that person was an Eligible Investor at the time of its acquisition of the relevant Note or Coupon but has since ceased to be an Eligible Investor by reason of a change in Belgian law or regulations or in the interpretation or application thereof or by reason of another change which was not within that person's control), or is an Eligible Investor but is not holding the relevant Note or Coupon in an exempt securities account with a qualifying clearing system in accordance with the Belgian law of 6 August 1993 relating to transactions in certain securities and its implementation decrees; or
- (iv) **Payment to individuals:** where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other EU Directive implementing the conclusions of the ECOFIN Council Meeting of 26-27 November 2000 on the taxation of savings income, or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (v) **Payment by another Paying Agent:** presented for payment by or on behalf of a holder who would be able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the EU.

As used in these Conditions, “**Relevant Date**” in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due (and, for the avoidance of doubt, in the case of arrears of interest, references to “**becomes due**” shall be interpreted in accordance with the provisions of Condition 5(g)) 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 days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note, Receipt 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, Amortised Nominal Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 or any amendment or supplement to it, (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts (including, for the avoidance of doubt, all arrears of interest) payable pursuant to Condition 5 or any amendment

or supplement to it and (iii) “**principal**” and/or “**interest**” shall be deemed to include any Additional Amounts that may be payable under this Condition.

As used in these Conditions, “**Eligible Investor**” means a person who is entitled to hold securities through a so called “**X account**” (being an account exempted from withholding tax) in a settlement system in accordance with Article 4 of the Belgian Royal Decree of 26 May 1994 on the collection and refund of withholding tax (as amended or replaced from time to time).

- (c) **Supply of Information:** Each holder of Notes shall be responsible for supplying to the Paying Agent, in a reasonable and timely manner, any information as may be required in order to comply with the identification and reporting obligations imposed on it by the European Council Directive 2003/48/EC or any other European Directive implementing the conclusions of the ECOFIN Council Meeting dated 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to such Directive.

9 Events of Default

The following will be Events of Default (each, an “**Event of Default**” with respect to any Note):

- (a) the relevant Issuer defaults in any payment when due of principal or interest on any Note [and the Guarantor defaults in any payment when due under the Guarantee] (including the payment of any Additional Amounts pursuant to the provisions set forth under “**Taxation**” above); or
- (b) there is a default by the relevant Issuer [or the Guarantor] in the due performance of any other provision of the Notes [or the Guarantee, as the case may be], and such default shall not have been cured within 30 Business Days (as defined in Condition 5(a)) after receipt by (i) in the case of Notes issued by GDF SUEZ, the Fiscal Agent of written notice of default given by the Representative upon request of the Noteholder or (ii) in the case of Notes issued by Electrabel, the Domiciliary Agent of written notice of default given by a Noteholder; or
- (c) the relevant Issuer [or the Guarantor] (i) shall fail to make one or more payments when due or within any applicable grace period on any indebtedness for money borrowed or guarantee of the indebtedness for money borrowed of another party in an aggregate principal amount of at least Euro 100,000,000 (or, in each case, the equivalent in another currency) and (ii) (other than where the due date for such defaulted payment is the stated maturity) such indebtedness shall have been accelerated; or
- (d) GDF SUEZ (i) becomes insolvent or (ii) applies for or is subject to the appointment of a *mandataire ad hoc* under French bankruptcy law or (iii) has entered into a voluntary arrangement with its creditors (*procédure de conciliation ou procédure de sauvegarde*) or (iv) is subject to a judgment rendered for its judicial liquidation (*liquidation judiciaire*) or for a transfer of the whole or part of the business (*cession totale ou partielle de l'entreprise*) or (iv) is subject to any analogous proceedings under any applicable law; or
- (e) in respect of Notes issued by Electrabel, Electrabel becomes (i) insolvent or (ii) has entered into a voluntary arrangement with its creditors (*réorganisation judiciaire*) or is in liquidation (*liquidation*) or in bankruptcy (*faillite*) or subject to any analogous proceedings under any applicable law; [or
- (f) the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect.]

Whenever an Event of Default shall have occurred and be continuing during seven calendar days, the acting Representative (as defined in Condition 11(a)), or in respect of Electrabel Dematerialised Notes, a Noteholder,

may, by written notice to GDF SUEZ and the Fiscal Agent in the case of Notes issued by GDF SUEZ or the Domiciliary Agent in the case of the Notes issued by Electrabel, declare the Notes to be due and payable at their principal amount together with any accrued interest thereon, if any, upon the date that written notice is received by or on behalf of the relevant Issuer and the Fiscal Agent, or the Domiciliary Agent in the case of Notes issued by Electrabel. If an Event of Default specified in paragraph (d) or (e) occurs, the Notes will be immediately due and payable at their principal amount together with any accrued interest thereon, if any, without any declaration or other act on the part of any Noteholder.

10 Prescription

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

11 Representation of Noteholders of Notes issued by GDF SUEZ

Except as otherwise provided by the relevant Final Terms, Noteholders of Notes issued by GDF SUEZ will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a masse (in each case, the “**Masse**”).

The Masse will be governed by the provisions of the French *Code de commerce* with the exception of Articles L.228-48, L.228-59, Article L.228-65 I 3° only in the case of the transfers of assets of GDF SUEZ to any fully consolidated subsidiary of the Group for regulatory purpose, the second sentence of Article L.228-65 II and Articles R. 228-67 and R. 228-69 subject to the following provisions:

(a) Legal Personality

The Masse will be a separate legal entity and will act in part through a representative (the “**Representative**”) and in part through a general meeting of the Noteholders (the “**General Meeting**”).

The Masse alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the Notes.

(b) Representative

The office of Representative may be conferred on a person of any nationality. However, the following persons may not be chosen as Representatives:

- (i) GDF SUEZ, the members of its Management Committee (*Comité de Gestion*), its Board of Directors (*Conseil d'Administration*), its general managers (*directeurs généraux*), its statutory auditors, or its employees as well as their ascendants, descendants and spouse; or
- (ii) companies guaranteeing all or part of the obligations of the relevant Issuer, their respective managers (*gérants*), general managers (*directeurs généraux*), members of their Board of Directors, Executive Board (*Directoire*), or Supervisory Board (*Conseil de Surveillance*), their statutory auditors, or employees as well as their ascendants, descendants and spouse; or
- (iii) companies holding 10% or more of the share capital of GDF SUEZ or companies having 10% or more of their share capital held by GDF SUEZ; or persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity; or

- (iv) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

The names and addresses of the initial Representative of the Masse and its alternate 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 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.

In the event of death, retirement or revocation of appointment of the Representative, such Representative will be replaced by another Representative. In the event of the death, retirement or revocation of appointment of the alternate Representative, an alternate will be elected by the General Meeting.

All interested parties will at all times have the right to obtain the names and addresses of the initial Representative and the alternate Representative at the head office of the relevant Issuer and the specified offices of any of the Paying Agents.

(c) Powers of Representative

The Representative shall (in the absence of any decision to the contrary of the General Meeting) have the power to take all acts of management necessary in order to defend the common interests of the Noteholders.

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

The Representative may not be involved in the management of the affairs of GDF SUEZ.

(d) General Meeting

A General Meeting may be held at any time, on convocation either by GDF SUEZ or by the Representative. One or more Noteholders, holding together at least one-thirtieth of the principal amount of the Notes outstanding, may address to GDF SUEZ and the Representative a demand for convocation of the General Meeting. If such General Meeting has not been convened within two months after such demand, the Noteholders may commission one of their members to petition a competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, hour, place and agenda of any General Meeting will be published as provided under Condition 16 not less than 15 days prior to the date of such General Meeting. Each Noteholder has the right to participate in a General Meeting in person, by proxy, by correspondence or, if the *statuts* of GDF SUEZ so specify, by videoconference or by any other means of telecommunication allowing the identification of participating Noteholders.

Each Note carries the right to one vote or, in the case of Notes issued with more than one Specified Denomination, one vote in respect of each multiple of the lowest Specified Denomination comprised in the principal amount of the Specified Denomination of such Note.

(e) Powers of the General Meetings

The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative and the alternate Representative and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the Notes, including authorising the Representative to act at law as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase the liabilities (*charges*) of the Noteholders, nor establish any unequal treatment between the Noteholders, nor to decide to convert Notes into shares.

General Meetings may deliberate validly on first convocation only if Noteholders present or represented hold at least one fifth of the principal amount of the Notes then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a simple majority of votes cast by Noteholders attending such General Meetings or represented thereat.

In accordance with Article R.228-71 of the French *Code de commerce*, the right of each Noteholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder as of 0:00, Paris time, on the third business day in Paris preceding the date set for the meeting of the relevant general assembly.

Decisions of General Meetings must be published in accordance with the provisions set forth in Condition 16.

(f) Information to Noteholders

Each Noteholder or Representative thereof will have the right, during the 15-day period preceding the holding of each General Meeting, to consult or make a copy of the text of the resolutions which will be proposed and of the reports 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 GDF SUEZ, at the specified offices of any of the Paying Agents and at any other place specified in the notice of the General Meeting.

(g) Expenses

GDF SUEZ will pay all expenses relating to the operation of the Masse, including expenses relating to the calling and holding of General Meetings and, more generally, all administrative expenses resolved upon by the General Meeting, it being expressly stipulated that no expenses may be imputed against interest payable under the Notes.

(h) 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 15, shall, for the defence of their respective common interests, be grouped in a single Masse. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single Masse of all such Series.

12 Representation of Noteholders of Electrabel Dematerialised Notes

Meetings of Noteholders of Electrabel Dematerialised Notes may be convened to consider certain matters relating to the Electrabel Dematerialised Notes of one or more series, including the modification of certain provisions of these Conditions, in accordance with Articles 568 seq. of the Companies Code.

The matters in respect of which the Companies Code permits an extraordinary resolution (the “**Extraordinary Resolution(s)**”) to be passed include the acceptance, modification or release of security, the postponement, reduction or other modification of interest payments, the postponement, suspension or other

modification of principal payments, the exchange of Notes for shares, the adoption of precautionary measures of common interest, and the appointment of a common representative of the Noteholders.

A meeting of Noteholders may be convened by the board of directors or the auditor of Electrabel. The board of directors of Electrabel must convene a meeting of the holders of the Notes of any series upon request of Noteholders holding at least one fifth of the outstanding Notes of such series. Convening notices will be published in the *Moniteur belge / Belgisch staatsblad* and in daily newspapers in accordance with the rules set out in the Companies Code. The required quorum will be one or more Noteholders holding at least one half of the outstanding Notes of the relevant series; if such quorum is not present, a second meeting will be convened where no quorum requirement will apply. The adoption of Extraordinary Resolutions requires a 75% majority. If, however, the Noteholders voting in favour of an Extraordinary Resolution represent less than one third of the outstanding Notes of the relevant series, the Extraordinary Resolution will be subject to approval by the court of appeal. The above quorum and special majority requirements do not apply to Extraordinary Resolutions aiming at the adoption of precautionary measures of common interest or the appointment of a common representative of the Noteholders.

Duly approved Extraordinary Resolutions will be binding on all Noteholders holding Notes of the relevant series.

13 Modifications

These Conditions may be amended, modified or varied in relation to any Series of Notes by the terms of the relevant Final Terms in relation to such Series.

The Paying Agency Agreement, the Domiciliary and Belgian Paying Agency Agreement and the Clearing Services Agreement will be capable of amendment or waiver by the parties thereto, without the consent of Noteholders, Receiptholders or Couponholders, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained therein or in any manner which the parties to the Paying Agency Agreement, the Domiciliary and Belgian Paying Agency Agreement or the Clearing Services Agreement mutually deem necessary or desirable and which does not, in the reasonable opinion of the Issuers and the Guarantor, adversely affect the interests of the Noteholders, Receiptholders or Couponholders.

14 Replacement of definitive Notes, Receipts, Coupons and Talons

If, in the case of any Materialised Bearer Notes, a Definitive Materialised Bearer Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and Regulated Market or other stock exchange regulations, at the specified office of the Fiscal Agent or such other Paying Agent as may from time to time be designated by GDF SUEZ 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 Bearer Note, Receipt, 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 relevant Issuer in respect of such Definitive Materialised Bearer Notes, Receipts, Coupons or further Coupons) and otherwise as the relevant Issuer may require. Mutilated or defaced Materialised Bearer Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

15 Further Issues and Consolidation

- (a) **Further Issues:** Unless otherwise specified in the relevant Final Terms, the relevant Issuer may, with prior approval of the Redenomination and Consolidation Agents from time to time without the consent of the Noteholders, Receiptholders or Couponholders create and issue further Notes to be assimilated (*assimilées*) with the Notes provided such Notes and the further Notes carry rights identical in all respects (or in all respects save for the principal amount thereof and the first payment of interest in the relevant Final Terms) and that the terms of such Notes provide for such assimilation and references in these Conditions to “Notes” shall be construed accordingly.
- (b) **Consolidation:** The relevant Issuer, with the prior approval of the Consolidation Agent, may from time to time on any Interest Payment Date occurring on or after the Redenomination Date on giving not less than 30 days’ prior notice to the Noteholders in accordance with Condition 16, without the consent of the Noteholders, Receiptholders or Couponholders, consolidate the Notes of one Series with the Notes of one or more other Series issued by it, whether or not originally issued in one of the European national currencies or in euro, provided such other Notes have been redenominated in Euro (if not originally denominated in euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Notes.

16 Notices

- (a) Notices to the holders of Dematerialised Notes issued by GDF SUEZ 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 weekday (being a day other than a Saturday or a Sunday) after the mailing, or, (ii) at the option of GDF SUEZ, they are published (a) as long as such Notes are listed and admitted to trading on Euronext Paris, in a leading daily newspaper of general circulation in France (which is expected to be *La Tribune* or *Les Echos*), or (b) they are published in a leading daily newspaper of general circulation in Europe (which is expected to be the Financial Times) or (c) they are published in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the *Autorité des marchés financiers* and so long as such Notes are listed and admitted to trading on any Regulated Market in a leading daily newspaper with general circulation in the city where the Regulated Market on which such Notes are listed and admitted to trading is located and on the website of any other competent authority or Regulated Market of the EEA Member State where the Notes are listed and admitted to trading.
- (b) Notices to the holders of Materialised Bearer Notes and Dematerialised Notes issued by GDF SUEZ in bearer form (*au porteur*) shall be valid if published (a) so long as such Notes are listed and admitted to trading on Euronext Paris, in a leading daily newspaper of general circulation in France (which is expected to be *La Tribune* or *Les Echos*), or (b) they are published in a leading daily newspaper of general circulation in Europe (which is expected to be the Financial Times) or (c) they are published in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the *Autorité des marchés financiers* and so long as such Notes are listed and admitted to trading on any Regulated Market in a leading daily newspaper with general circulation in the city where the Regulated Market on which such Notes are listed and admitted to trading is located and on the website of any other competent authority or Regulated Market of the EEA Member State where the Notes are listed and admitted to trading.
- (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. 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. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Materialised Bearer Notes in accordance with this Condition 16.

- (d) Notices required to be given to the holders of Dematerialised Notes issued by GDF SUEZ (whether in registered or in bearer form) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream, Luxembourg and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication of a notice required by Conditions 16 (a), (b) and (c) above; except that (i) so long as the Notes are listed and admitted to trading on a Regulated Market or other stock exchange and the rules of such Regulated Market or other stock exchange so require, notices shall also be published in a leading daily newspaper of general circulation in the city where the Regulated Market or other stock exchange on which such Note(s) is/are listed and admitted to trading is located, and (ii) notices relating to the convocation and decision(s) of the General Meetings pursuant to Conditions 11 and 12 shall also be published in a leading daily newspaper of general circulation in Europe.
- (e) With regard to Electrabel Dematerialised Notes, notices to the Noteholders regarding a meeting of Noteholders shall be validly given if published at least 15 days prior to the meeting in the Annexes to the Belgian Official Journal and in a French language daily newspaper and a Dutch language daily newspaper having general circulation in Belgium (which are expected to be *De Tijd* and *L'Echo*). Any such notice shall be deemed to have been given on the date of publication. Without prejudice to the previous paragraph and to the extent permitted by the rules of the X/N Clearing System and of any stock exchange on which the Electrabel Dematerialised Notes may be listed, notices to the Noteholders for any other purpose may, in lieu of the above publications, be delivered to the X/N Clearing System for transmission to the Noteholders. Any such notice shall be deemed to have been given seven days after its delivery to the X/N Clearing System.
- (f) Notices will, if published more than once, be deemed to have been given on the date of the first publication.

17 Substitution of any Issuer

- (a) Any Issuer (such Issuer, the “**Initial Issuer**”) may, at any time by way of novation or otherwise, transfer all (but not some only) of its rights, obligations and liabilities under the Notes (including any further notes issued in accordance with Condition 15), Receipts and Coupons to a fully consolidated subsidiary of GDF SUEZ or its successor at any time (the “**Substituted Issuer**”), and the holders of Notes, Receipts and Coupons will be deemed to have expressly consented to any such transfer releasing and discharging the Initial Issuer from its obligations and liabilities under such Notes, Receipts and Coupons, subject to (except if such substituted Issuer is GDF SUEZ) such obligations and liabilities being unconditionally and irrevocably guaranteed by GDF SUEZ under a guarantee substantially in the same form as the Guarantee and the Conditions (including this Condition 17) shall thereupon apply to such Substituted Issuer, provided that:
 - (i) as a consequence of such substitution, the Notes do not cease to be listed and admitted to trading on the Regulated Market on which they are then listed and admitted to trading or, if listed on any other stock exchange, the Notes do not cease to be listed on such stock exchange;
 - (ii) no payment in respect of the Notes, Receipts and Coupons is at the relevant time overdue;
 - (iii) at the time of any such substitution, the Substituted Issuer is in a position to fulfil all payment obligations arising from or in connection with the Notes in freely convertible and transferable

lawful money without the necessity of any taxes or duties to be withheld at source, and to transfer all amounts which are required therefor to the Fiscal Agent without any restrictions;

- (iv) the Substituted Issuer assumes all of the Issuer's obligations under the Notes, including the obligations to pay Additional Amounts, if any, and indemnifies each Noteholder, Receipts and Coupons against (i) any tax, assessment or governmental charge imposed on such Noteholder or required to be withheld or deducted as a consequence of such substitution and (ii) any costs or expenses of such substitution;
 - (v) the Substituted Issuer is validly existing under the laws under which it is established or incorporated, has capacity to assume all rights, obligations and liabilities under the Notes, Receipts and Coupons and has obtained all necessary corporate authorisations to assume all such rights, obligations and liabilities under the Notes;
 - (vi) the Substituted Issuer has obtained all necessary governmental or regulatory approvals and consents for the performance by it of its obligations in connection with the Notes, Receipts and Coupons and that all such approvals and consents are in full force and effect;
 - (vii) the Substituted Issuer (a) if the relevant Notes are rated at the relevant time, has obtained, prior to the substitution date, a written confirmation from the relevant Rating Agencies that the substitution will not result in whole or in part in a withdrawal, downgrading, placement in credit-watch or negative outlook of the Notes or (b) if the Notes are not rated, benefits from a corporate credit rating from at least one of the Rating Agencies, at least equal to the corporate credit rating of the Initial Issuer; for the purpose of this paragraph, Rating Agencies means a rating agency of standard use on the international capital markets, notably Standard & Poor's Rating Services, a division of The McGraw Hill Companies, Inc. and its successors (S&P) and Moody's Investors Service, Inc. and its successors (Moody's); and
 - (viii) the Initial Issuer has, prior to the substitution date, delivered to the Permanent Dealers and to the Fiscal Agent for the benefit of the holders of the relevant Notes, Receipts and Coupons a legal opinion in such form as agreed with the Permanent Dealers, from an international law firm of good repute in France and/or Belgium and, as the case may be, a legal opinion from an international law firm of good repute in the jurisdiction of incorporation of the Substituted Issuer, confirming the legality, validity and enforceability of the substitution, the relevant Notes, [the guarantee of GDF SUEZ], the ancillary agreements required to be entered into in relation to the substitution and the obligations of the Substituted Issuer [and the Guarantor] in relation to the substitution.
- (b) Any such substitution shall be published in accordance with Condition 16.
 - (c) The *Autorité des marchés financiers* shall be informed of any such substitution and an amendment or supplement to this Base Prospectus shall be prepared in connection with such substitution and submitted to the *Autorité des marchés financiers* for approval.
 - (d) In the event of such substitution, any reference in the Conditions to the Initial Issuer shall from then on be deemed to refer to the Substituted Issuer and any reference to the Republic of France shall from then on be deemed to refer to the country of incorporation of the Substituted Issuer.

18 Governing Law and Jurisdiction

- (a) **Governing Law:** The Notes (and, where applicable, the Receipts, the Coupons and the Talons) [and the Guarantee] and all non-contractual obligations arising out of or in connection with them, are

governed by, and shall be construed in accordance with, French law except for, in the case of Electrabel Dematerialised Notes, (i) Condition 12 and (ii) any matter relating to the dematerialised form of the Electrabel Dematerialised Notes, which (i) and (ii) shall both be governed by, and construed in accordance with, Belgian law.

- (b) Jurisdiction:** Any claim against the relevant Issuer in connection with any Notes, Receipts, Coupons or Talons [or the Guarantee] may be brought before any competent court located within the jurisdiction of the *Cour d'Appel* of Paris.

In relation to Electrabel Dematerialised Notes, Electrabel agrees for the benefit of the Noteholders that any dispute against Electrabel in connection with the Electrabel Dematerialised Notes shall be subject to the exclusive jurisdiction of the *Cour d'Appel* of Paris.

GUARANTEE OF GDF SUEZ

The following is the text of the guarantee of GDF SUEZ issued pursuant to a resolution of the Board of Directors of GDF SUEZ dated 22 July 2008:

GDF SUEZ (the “**Guarantor**”) hereby irrevocably and unconditionally guarantees, pursuant to an autonomous obligation (*garantie autonome*) to the holders of Euro Medium Term Notes (the “**Notes**”) issued by Electrabel (the “**Issuer**”) under the €10,000,000,000 Euro Medium Term Note Programme of the Guarantor and the Issuer (the “**Programme**”) the payment of interest and principal of the Notes. The Guarantor thus undertakes within two business days of first written demand to pay to the Noteholder an amount certified from time to time in a certificate (a “**Demand Certificate**”) that:

- (i) corresponds to interest on or principal of the Notes, or any other amount capable of falling due under the Notes (including any Additional Amounts required to be paid pursuant to the terms of the Notes); and
- (ii) has not been paid on the due date (whether at maturity, upon redemption by acceleration of maturity or otherwise) by the Issuer and remains due and owing on the date of the Demand Certificate.

This Guarantee is independent and constitutes an autonomous obligation (*garantie autonome*) of the Guarantor towards the Noteholders governed by Article 2321 of the French Civil Code and the Guarantor may not invoke any defence that the Issuer could assert against a Noteholder including the unenforceability or invalidity of any obligation of the relevant Issuer under the Notes. The Guarantor hereby waives any requirement that the Noteholders, in the event of any default in payment by the Issuer, first makes demand upon or seeks to enforce remedies against the relevant Issuer before seeking to enforce this Guarantee. The Guarantor also waives any consent, extension (whether express or implied) or amendment of any of the terms of the Notes, any consolidation, merger, conveyance or transformation of the Issuer or any of its assets, or any other circumstance that might constitute a defence or discharge of a guarantor.

This Guarantee constitutes an unconditional, unsecured and unsubordinated obligation of the Guarantor and ranks and will at all times rank (save for certain exceptions required to be preferred by law) equally with all other present or future unsecured and unsubordinated indebtedness, obligations and guarantees of the Guarantor.

So long as any of the Notes or, if applicable, any Receipts or Coupons relating to them, remains outstanding (as defined in the Domiciliary and Belgian Paying Agency Agreement), the Guarantor will not grant any mortgage (*hypothèque*), pledge or other form of security interest (*sûreté réelle*) which are not created over cash on any of its present or future tangible assets, intangible assets or revenues in each case for the benefit of holders of its other negotiable bonds, notes or debt securities having an original maturity of more than one year, which are, or which are capable of being quoted, listed or ordinarily dealt with on any stock exchange, without granting the same ranking security to the Notes.

None of the above shall prevent the Guarantor from securing any present or future indebtedness for the benefit of holders of other negotiable bonds, notes or debt instruments which are, or are capable of being, quoted, listed, or ordinarily dealt with on any stock exchange, where such indebtedness is incurred for the purpose of, and the proceeds thereof are used in, (i) the purchase of an asset and such security is provided over or in respect of such asset or (ii) the refinancing of any indebtedness incurred for the purpose of (i) above, provided that the security is provided over or in respect of the same asset.

For so long as any amount remains payable in respect of the Notes, the Guarantor will not exercise any right of subrogation against the Issuer pursuant to this Guarantee or take any other action that would result in asserting claims of the Guarantor at the same time as claims of the Noteholders.

If the Guarantor should be compelled by law to make any deduction for or on account of any present or future taxes, duties, fees or imposts, of whatsoever nature, imposed or levied by French or Belgian law, it shall pay, to the extent not prohibited by French or Belgian law, such Additional Amounts as may be necessary in order that the Noteholders receive, after such deduction, the amount provided in such Notes to be then due and payable.

This Guarantee shall remain in full force and effect until all of the Issuers' payment obligations arising under the Notes have been fully and irrevocably performed. Upon transfer of any of the Notes, this Guarantee will automatically pass to the new holder of such Notes. This Guarantee is governed by, and shall be construed in accordance with, French law. Any claim against the Guarantor in connection with the Guarantee may be brought before any competent court located within the jurisdiction of the Paris *Cour d'Appel*. Notice of any action or proceeding may be served on the Guarantor, for the attention of: *Chief Financial Officer*, at its registered and principal office, 16-26, rue du Docteur Lancereaux, 75008 Paris, France.

Terms used but not defined herein shall have the meaning given to them in the Terms and Conditions of the Notes as set out in the Base Prospectus of the Issuer and the Guarantor dated 7 October 2008 relating to the Programme.

Signed in Paris on 7 October 2008 in three (3) originals, one for the Guarantor, one for the Fiscal Agent and one for the Domiciliary Agent under the above referred Programme.

GDF SUEZ

By: Gérard Mestrallet

Title: *Président-Directeur Général*

TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALISED BEARER NOTES

Temporary Global Certificate

A Temporary Global Certificate, without interest Coupons, will initially be issued in connection with Materialised Bearer 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 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 (if indicated in the relevant Final Terms) credit the accounts of subscribers with other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems with a nominal amount of Notes. Conversely, a nominal amount of Notes that is initially deposited with any clearing system other than Euroclear or Clearstream, Luxembourg may similarly be credited to the accounts of subscribers with Euroclear or Clearstream, Luxembourg or other clearing systems.

Exchange

Each Temporary Global Certificate issued in respect of Materialised Bearer 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 “**Summary of the Programme - Selling Restrictions**”), in whole, but not in part, for Definitive Materialised Bearer Notes; and
- (ii) otherwise, for Definitive Materialised Bearer Notes upon certification in the form set out in the Paying Agency Agreement as to non-U.S. beneficial ownership.

A Noteholder must exchange its share of the Temporary Global Certificate for definitive Materialised Bearer Notes before interest or any amount payable in respect of the Notes will be paid.

Delivery of Definitive Materialised Bearer Notes

On or after its Exchange Date, the holder of the Temporary Global Certificate must surrender such Temporary Global Certificate to or to the order of the Fiscal Agent. In exchange for the Temporary Global Certificate so surrendered, the relevant Issuer will deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Materialised Bearer Notes.

In this Base Prospectus, “**Definitive Materialised Bearer Notes**” means, in relation to any Temporary Global Certificate, the definitive Materialised Bearer Notes for which such Temporary Global Certificate may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Temporary Global Certificate and a Talon). Definitive Materialised Bearer Notes will be security printed in accordance with any applicable legal and Regulated Market or stock exchange requirements in, or substantially in, the form set out in the Schedules to the Paying Agency Agreement.

Exchange Date

“**Exchange Date**” means, in relation to a Temporary Global Certificate, the day next succeeding the day that is 40 days after its issue date.

USE OF PROCEEDS

Unless otherwise specified in the relevant Final Terms, the net proceeds of the issue of the Notes issued by GDF SUEZ will be used for GDF SUEZ's general corporate purposes.

Unless otherwise specified in the relevant Final Terms the net proceeds of Notes issued by Electrabel will be used for its general corporate purposes.

DESCRIPTION OF GDF SUEZ

1 General Information about GDF SUEZ

Identification of GDF SUEZ

GDF SUEZ is registered at the *Registre du Commerce et des Sociétés de Paris* under reference number SIREN 542 107 651. Its registered and principal office is currently at 16-26, rue du Docteur Lancereaux, 75008 Paris, France. GDF SUEZ's contact telephone number is +33 1 57 04 00 00. GDF SUEZ's website is www.gdfsuez.com.

GDF SUEZ is a *société anonyme* (a form of limited liability company) established under French law until 19 November 2103. The legal and commercial name of GDF SUEZ is "GDF SUEZ".

GDF SUEZ has been established following the merger-takeover of Suez by Gaz de France which has been effective since 22 July 2008.

Corporate Purpose of GDF SUEZ

The corporate purpose of GDF SUEZ is set out in Article 2 of its bylaws (*statuts*) and is the management and development of its current and future assets, in all countries and by all means and, especially to:

- (a) prospect, produce, process, import, export, buy, transport, store, distribute, supply and market combustibles, electricity and all other energy;
- (b) trade in gas, electricity and all other energy;
- (c) supply services related to the aforementioned activities;
- (d) carry out the public service duties and the missions that are assigned to it under current law and regulations, in particular the Nationalisation of Electricity and Gas Act no.46-628 dated 8 April 1946, the Gas and Electricity Markets and the Public Service of Energy Act no. 2003-8 dated 3 January 2003, the Public Service of Gas and Electricity and Electrical and Gas Companies Act no. 2004-803 dated 9 August 2004, as well as the Energy Sector Act no. 2006-1537 dated 7 December 2006;
- (e) study, design and implement all projects and all public or private works on behalf of all public authorities and private individuals; prepare and enter into all agreements, contracts and deals related to the implementation of said projects and works;
- (f) participate directly or indirectly in all operations or activities of any kind that may be connected to one of the abovementioned objects or that are liable to further the development of the company's assets, including research and engineering work, by setting up new companies or undertaking, by contribution, subscription or purchase of securities or rights with respect to entities, by acquiring interests or holdings, in any form whatsoever, in all existing or future undertakings or companies, via mergers, partnerships or any other form;
- (g) create, acquire, rent or lease all personal property, real property and businesses; rent, install and operate all establishments, businesses, plants or workshops related to any of the preceding objects;
- (h) register, acquire, operate, grant or sell all processes, patents and patent licenses relating to the activities connected with one of the aforementioned objects;

- (i) obtain, acquire, rent and operate, mainly via subsidiaries and holdings, all concessions and undertakings related to the supply of drinking water to municipalities or water to industry, to the evacuation and purification of waste water, to drainage and sanitation operations, to irrigation and transport, to protection and pondage structures as well as all to sales and service activities to public authorities and individuals in the development of towns and the management of the environment;
- (j) and in general to carry out all industrial, commercial, financial, personal property or real property operations and activities of any kind, including services, in particular insurance intermediation, acting as an agent or delegated agent in a complementary, independent or research position; these operations and activities being directly or indirectly related, in whole or in part, to any one of the aforementioned objects, to any similar, complementary or related objects and to those that may further the development of the Company's business.

The corporate purpose of GDF SUEZ may, furthermore, be amended by the extraordinary general meeting of shareholders in accordance with applicable law and its bylaws (*statuts*).

Overview of Activities

GDF SUEZ has a presence across the entire energy value chain, in electricity and natural gas, every step of the way, including:

- purchase, production and commercialization of natural gas and electricity;
- transport, distribution, management and development of major natural gas infrastructures; and
- design and commercialization of energy services and environment-related programme.

The Group is backed by solid assets that combine expertise, a balanced energy mix, natural gas/electricity convergence and a global presence. It features a diversified supply portfolio and purposes energy solutions to private individuals, communities and companies.

In environment, SUEZ Environment Company, 35.5%-held by GDF SUEZ, offers services and facilities that are essential for life and for environmental protection in the areas of water (from catchment to natural restoration) and waste (collection, incineration and recycling), for public communities and private-sector customers in more than 25 countries. SUEZ Environment Company is the world's second leading water operator and the third-leading waste operator⁵.

GDF SUEZ is organised into five energy Business Lines and one environment Business Line of widely different sizes:

- Energy France Business Line

GDF SUEZ's Energy France Business Line is a major player in the French energy sector by supplying natural gas and electricity, producing electricity and providing energy services to private individuals. It performs a range of activities from power generation to the sales and marketing of natural gas, electricity and related services, and eco-comfort solutions for housing. The Energy France Business Line has invested to become a major player in French sustainable development. It has clear development objectives in France's energy sector: to sustain its leader position in natural gas sales and marketing, to be the main challenger in electricity production and sales and marketing and a reference in eco-comfort solutions for individual housing.

⁵ Source: the 2008 GDF SUEZ Reference Document.

- Energy Europe & International Business Line

The GDF SUEZ Energy Europe & International Business Line is in charge of the Group's activities outside France by distributing and supplying electricity, natural gas and associated services. It is organised in three divisions: (i) the GDF SUEZ Energy Benelux and Germany division (which includes the energy production and sales activities in Benelux and in Germany), (ii) the GDF SUEZ Energy Europe division (which is active across the European continent, including Russia, except in France, Benelux and Germany. Its is organised by country, each of which is grouped into geographic areas) and (iii) the GDF SUEZ Energy International division (which aims to use and enhance the Group's expertise in energy activities outside Europe).

- Global Gas & LNG Business Line

The Global Gas & LNG Business Line's main mission is to supply (energy and shipping) natural gas – including LNG – to various GDF SUEZ units, through its exploration-production business, supply contracts and organised markets. It manages and optimises the balance between GDF SUEZ's natural gas resources and needs through the management of its resource portfolio and trading. It develops GDF SUEZ's activities in the LNG sector directly or in connection with other Group entities. It also develops a natural gas and LNG trading business. Finally, it markets energy (natural gas and electricity) offers and related energy services to the Group's largest customers in Europe.

- Infrastructures Business Line

The Group's Infrastructures Business Line includes network and infrastructures activities which are mostly in western Europe: natural gas and electricity transport, regasification, natural gas storage, and natural gas distribution. It includes a coherent grouping of industrial assets and shareholdings that contributed 21% of the Group's EBITDA in 2008. The Group's experience in managing gas infrastructures is another major vector for development.

- Energy Services Business Line

GDF SUEZ Energy Services offers environmental and energy-efficient services to its industrial and service segment, local governments, public administrations, and infrastructure customers. These services are multitechnical (electrical, thermal and climate-related, mechanical, systems integration), multi-service (engineering, installation, maintenance, operation, facilities management), multi-energy (gas, electricity, coal, renewable energies including biomass, photovoltaic), multi-country. These services cover the whole technical services value chain from design, production and maintenance of equipment to the management of energies and utilities and multi-technical management over the long-term.

- Environmental Business Line: SUEZ Environment Company

The GDF SUEZ Environment Business Line consists of the 35.5% stake held in SUEZ Environment Company, listed on Euronext Paris and Euronext Bruxelles. SUEZ Environment Company is active in all water and waste cycles. It does business with both local governments and private entities.

The businesses of the SUEZ Environment Group in the area of water notably include: (i) capture, treatment and distribution of drinking water; (ii) maintenance of networks and operation of plants; (iii) customer management; (iv) collection and treatment of municipal and industrial waste water; (v) design, construction, sometimes the finance, and operation of drinking water production plants and waste water treatment plants, as well as for plants which desalinate and process water with a view to its re-use; (vi) research and master plans, modelling of underground water tables and hydraulic flows, and project management of infrastructure and water management projects; and (viii) the biological and energy recovery of sludge from sewage plants.

The businesses of the Group in the area of waste notably include: (i) the collection of waste (from households, local governments and industry; hazardous and non-hazardous, with the exception of radioactive waste) and

urban waste management; (ii) the sorting and pre-treatment of this waste; (iii) recycling, recovery of organic materials and energy recovery from recycled matter, the elimination through incineration and landfill of the residual matter; (iv) the integrated management of industrial sites (sanitation, clean-up and reclamation of sites or polluted land); and (v) treatment and recovery of sludge.

2 Share Capital Structure of GDF SUEZ

Share capital

As at 31 August 2009, the share capital is €2,259,781,826, made-up of €2,259,781,826 fully paid-up shares of a par value of €1 each and representing 2,214,786,483 voting rights.

Breakdown of share capital

As at 31 December 2008, the breakdown of capital of GDF SUEZ is as follows:

- French State: 35.6%
- Groupe Bruxelles Lambert: 5.3%
- Employees: 2.7%
- Groupe CDC: 1.9%
- Areva: 1.2%
- CNP Assurances: 1.1%
- Sofina: 0.7%
- Treasury Stock: 2.2%
- Public: 49.3%

In accordance with the Energy Sector Act no. 2006-1537 dated 7 December 2006, the French State is required to hold more than one third of the share capital of GDF SUEZ.

The shares of the Issuer are listed on Euronext Paris, Euronext Brussels and the Luxembourg Stock Exchange (Code ISIN : FR0010208488 - Ticker : GSZ).

3 Corporate Governance

Since the date of merger of Suez with Gaz de France on 22 July 2008, in accordance with Article 13 of the bylaws, GDF SUEZ has been administrated by a Board of Directors comprising a maximum of 24 members, until the close of the Ordinary Shareholders' Meeting called in 2010 to approve the financial statements for fiscal year 2009, including: Gérard Mestrallet (*Président-Directeur Général*), Jean-François Cirelli, Jean-Louis Beffa, Paul Desmarais Jr., Jacques Lagarde, Anne Lauvergeon, Lord Simon of Highbury, Edmond Alphandéry, Aldo Cardoso, René Carron, Albert Frère, Thierry de Rudder, Etienne Davignon, Jean-Paul Bailly, Pierre-Franck Chevet, Pierre Graff, Claude Mandil, Xavier Musca, Jean-Cyril Spinetta, Edouard Viellefond, Ramon Fernandez, Anne-Marie Mourer, Alain Beullier, Patrick Petitjean.,

For more detailed information about GDF SUEZ, refer to the 2008 GDF SUEZ Reference Document which has been incorporated by reference into this Base Prospectus.

4 Selected financial information for interim periods

For the six-months ended 30 June 2009, GDF SUEZ's revenues and consolidated net income respectively totalled €42.2 billion (+2.3% compared with the figures for the six months ended 30 June 2009, calculated on a pro forma basis) and €3.3 billion (-6.3% compared with the figures for the six months ended 30 June 2009, calculated on a pro forma basis).

5 Rating

In July 2008, the ratings for GDF SUEZ were confirmed unchanged at Aa3/P-1 with a stable outlook by Moody's, and A/A-1 with a positive outlook by Standard & Poor's. In June 2009, S&P published a short analysis confirming the A/A-1 rating with positive outlook.

DESCRIPTION OF ELECTRABEL

1 General Information about Electrabel S.A.

1.1 Identification of the Company and legal status

The legal and commercial name of Electrabel S.A. is “**Electrabel**”. Electrabel is registered at the register of legal entities in Brussels under reference number 0403.170.701. Electrabel was incorporated, for an unlimited duration, on 8 August 1905 in Antwerp, under the laws of the Kingdom of Belgium, with the name “*Société d'Electricité de l'Escaut*”. It was published in the Schedules to the “*Moniteur Belge*” of 23 August 1905 under number 4417. Electrabel is a public limited company (*société anonyme / naamloze vennootschap*). Its registered office is boulevard du Régent / Regentlaan 8, 1000 Brussels. Electrabel's contact telephone number is 32 2 518 61 11 and its website is www.electrabel.com.

1.2 Corporate purpose of Electrabel

The purpose (article 2 of the Coordinated Articles of Association) of the company is to:

- produce, transport, process and distribute all forms and sources of energy, and in particular gas and electricity;
- collect, transport, treat and distribute water;
- produce, transmit, process and distribute information and signals, and in particular radio and television signals;
- supply goods and services within the framework of utility services;
- acquire shareholdings or holdings of other financial instruments in Belgium and any other country:
 - in any company whose object is similar to or allied with its own, and
 - in any company with a financial purpose or similar purpose whose activity is useful to the development of the company, the company's subsidiaries and any other company in the group to which the company belongs; and
- supply any engineering, design or production activity, whether in services or work.

The company may also develop all activities directly or indirectly, principally or ancillary connected to its purpose.

The company may acquire any form of interest whatsoever in any undertaking capable of promoting the development of its purpose. The company may enter into cooperation agreements with Belgian or foreign companies engaged in similar or related activities, incorporate companies to operate undertakings acquired, formed or studied by it, and assign or contribute to them part or all of its assets in such form as it may choose.

More generally, the company may engage in all real estate, financial, industrial or commercial operations and transactions directly or indirectly connected with its purpose or any part thereof.

1.3 Annual Accounts and Annual General Meeting

The financial year of Electrabel begins on 1 January and ends on 31 December of the same year.

The annual Ordinary General Meeting of shareholders is held each year on the fourth Tuesday in April, at 2 p.m., in Brussels at the registered office of the company or at such other mentioned place.

1.4 Material Contracts

The Issuer has not entered into any contracts outside the ordinary course of the Issuer's business, which could result in the Issuer or any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to the holders of any Notes.

2 Electrabel Group Structure

2.1 Share Capital

Share capital (article 5 of the Coordinated Articles of Association) – *situation on 22 December 2008*.

The share capital is set at €3,272,721,779.04. It is represented by 78,525,847 shares without par value, each representing 1/78,525,847 of the owner's equity.

2.2 Shareholder structure

On 9 August 2005, Suez, a *société anonyme* organised under French law, holding 50.07% of the share capital of Electrabel, launched a combined public cash and share exchange offer (€323.56 and 4 Suez shares for 1 Electrabel share) on all the Electrabel shares not already held by it. At the close of the re-opening period, effective 6 December 2005, Suez held 54,122,494 shares or 98.62% of the total share capital of Electrabel.

Pursuant to the announcement made on 6 March 2007, Suez launched on 19 June 2007 a minority buy-out offer for the 755,703 Electrabel shares that were still freely traded on the market, at a price of €590 per share (i.e. a total offer amount of €445.9 million). This offer has been closed on 11 July 2007, and Suez together with its affiliate Genfina now hold 100% of Electrabel. The Electrabel share has been delisted from Euronext Brussels on 10 July 2007.

On 22 December 2008, the General Meeting of Electrabel decided to increase its capital from €2,072,721,779.04 to €3,272,721,779.04. After the capital increase, GDF SUEZ owns directly 98.65% of the total issued share capital of Electrabel and owns 1.35% through its affiliate Genfina.

3 Corporate Governance

3.1 Administrative, Management and Supervisory Bodies

The Electrabel Board of Directors, in its meeting of 19 December 2005, has approved the **Corporate Governance Charter**, following the principles set forth in the Belgian Corporate Governance Code.

The Charter, which can be entirely consulted on www.electrabel.com defines relations with the controlling shareholder, the respective roles of the Board of Directors, the Chairman of the Board and the Chief Executive Officer, as well as the missions of the various committees.

According to article 11 of the Coordinated Articles of Association, the company is administered by a **Board of Directors** comprising at least five members.

The Board of Directors primary aim is to ensure the long-term success of the company while at the same time respecting the interests of all third-party stakeholders who are essential to attaining that objective, i.e. the shareholders, the personnel, the customers, the suppliers and other creditors and, in addition, the public service obligations that the company assumes.

The Board of Directors, in pursuing that objective, identifies the strategic challenges and tasks confronting the company; defines the values of the company, its strategy, the level of risk that it can accept and its key policies; it also controls the company's business.

The Board of Directors appoints an **Audit Committee** (article 13, paragraph 3 of the Coordinated Articles of Association) and an **Appointments and Remuneration Committee** (article 13, paragraph 4 of the Coordinated Articles of Association).

The mission of the Audit Committee is to assist the Board of Directors in the following areas: financial information, internal control and risk management, internal audit and external audit.

The mission of the Appointments and Remuneration Committee is to assist the Board of Directors in all areas relating to the appointment and remuneration of the directors and the members of the general management.

In order to fulfil its missions, the Board of directors is helped by the **Strategy Committee** which implements the terms of the consultation on management activities that must be submitted to the Board for approval. The Strategy Committee is also in charge of the items that would be useful to place on the Board's agenda, as well as documents and information to be provided to the Board. More generally, the Strategy Committee's aim is to analyse the company's environment, strategy, financial objectives, intended significant commitments, etc. The Board of Directors approves, on presentation of the Chairman, the composition of the Strategy Committee.

The executive management of the company is entrusted to the Chief Executive Officer (CEO). The Board of Directors delegates to him day-to-day management powers and sufficient special authority, by virtue of articles 17 of the Coordinated Articles of Association, to enable him to carry out operational management duties. The CEO is assisted by the general management. The latter is a forum for discussing the company's important operational management issues in order to guide the CEO in its decisions.

As per 1 September 2009, the composition of the Board and the committees is as follows:

Board of Directors

The board is made up of five categories of directors:

(a) Directors linked to the controlling shareholder

Jean-François Cirelli, Chairman of the Board of Electrabel,
Gérard Mestrallet, Vice-Chairman of Electrabel,
Emmanuel van Innis, Vice-Chairman of Electrabel,
Alain Chaigneau,
Dirk Beeuwsaert,
Yves de Gaulle,
Gérard Lamarche,
Jean-Marie Dager.

(b) Director belonging to the management

Jean-Pierre Hansen, Vice-Chairman and CEO of Electrabel,
Sophie Dutordoir, Director-General Manager,
Electrabel s.a.
Boulevard du Régent 8 B-1000 Brussels

(c) Independent directors (Belgian Corporate Governance Code)

Baron Croes,
Jean-Pierre Ruquois,
Baroness Van den Berghe,
Baron Vandeputte,
Baron van Gysel de Meise,
Baron Van Waeyenberghe.

The independent directors, within the meaning of the Belgian Corporate governance Code, must be consulted by the Board when taking certain decisions or carrying out certain operations in which an associated company is involved - except for ordinary decisions or operations carried out at arm's length, or matters involving less than one percent of the consolidated net assets.

(d) Other directors

Pierre Drion,
Luc Hujoel,
Geert Versnick.

The secretary to the Board of Directors is Patrick van der Beken Pasteel.

Electrabel
Boulevard du Régent 8
B-1000 Brussels

There are no conflicts of interest between any duties of the members of the Board of Directors of Electrabel and their private interests or other duties.

Strategy Committee

The Electrabel Strategic Committee consists of nine members:

Jean-Pierre Hansen, Chairman,
Jean-François Cirelli,
Alain Chaigneau,
Jean-Marie Dager,
Emmanuel van Innis,
Gérard Mestrallet,
Gérard Lamarche,
Baron Vandeputte,
Baron Van Waeyenberge.

Audit Committee

The Committee's members are: Baron Croes, Chairman, Messrs. Gérard Lamarche and Jean-Pierre Ruquois.

Appointments and Remuneration Committee

The Committee's members are: Messrs. Gerard Mestrallet, Chairman, Lutgart Van den Berghe and Baron Vandeputte.

3.2 College of statutory Auditors

Composition of the College of statutory auditors

Deloitte, Réviseurs d'Entreprises

Member of the Belgian Institute of Company Auditors
Société civile sous forme de société coopérative à responsabilité limitée
Bergenslaan 8 b
B – 1831 Brussels

Representatives in charge:

Laurent Boxus, Company auditor.

Ernst & Young, Réviseurs d'Entreprises

Member of the Belgian Institute of Company Auditors
Société civile sous forme de société coopérative à responsabilité limitée
De Kleetlaan 2
B – 1831 Brussels

Representative in charge:

Vincent Etienne, Company auditor

The Electrabel Ordinary General Meeting of 22 April 2008 reappointed Deloitte and Ernst & Young as statutory auditor, both for a period of three years. The term of office of the statutory auditors ends at the close of the 2011 General Meeting of Electrabel.

Available Accounts

On 7 March 2008, the Extraordinary Shareholders Meeting of Electrabel has approved the proposal of exemption to establish consolidated financial account as contemplated in Article 113 of the Companies Code and in accordance with the Seventh Council Directive 83/349/EEC of 13 June 1983 based on Article 54(3)(g) of the Treaty on consolidated accounts. This exemption was justified by the fact that (i) the Electrabel shares were not listed anymore and (ii) Electrabel, together with all its subsidiaries, are included in the consolidated accounts of GDF SUEZ which establishes and publishes consolidated accounts complying with the IFRS referential as adopted by the European Union. The exemption applies for two years starting with the accounting exercise 2007 and was confirmed on the General Meeting of April 2009 for the accounting exercises 2009 and 2010. Accordingly, Electrabel has only published non-consolidated audited accounts for the financial years ended 2007 and 2008. These accounts are incorporated by reference in this Base Prospectus.

4 Overview of activities

A detailed description of Electrabel's business activities is provided on pages 8 to 37 of its 2008 Activities Report incorporated by reference in this Base Prospectus.

5 Rating

In July 2008, Moody's confirmed that Electrabel retained its A2 rating with a stable outlook.

RECENT DEVELOPMENTS OF THE ISSUERS

1 GDF SUEZ

The following recent developments have been published by GDF SUEZ:

1.1 4 May 2009 – First Quarter 2009

Sales revenue : +12% to €25.6 billion

EBITDA¹: +15% to €5.3 billion

Net debt: €27.8 billion, down by €1.1 billion

Unaudited data ⁶ <i>billion euro</i>	Q1 2009	Q1 2008	Gross Growth	Organic growth
Sales revenue	25.6	22.9	+11.7%	+10.0%
EBITDA	5.3	4.6	+14.7%	+12.6%

Total revenue reached €25.6 billion in the 1st Quarter 2009, reflecting a gross increase of +11.7% versus the 1st Quarter of 2008 while organic growth was up by +10%. This change was mainly due to:

- favourable weather conditions in the 1st Quarter of 2009 (+16 TWh);
- continuing expansion, both in Europe and outside Europe, including acquisitions in 2008;
- high level of gas sales to key clients, mainly booked before year end;
- resilience in the Energy Services and Engineering businesses, in a difficult market;
- Infrastructure business line benefiting from climate effects and higher tariffs.

EBITDA over the period amounted to €5.3 billion, a growth of 14.7% (+12.6% in organic growth), as compared to 1st Quarter 2008.

The Group's growth in EBITDA in the 1st Quarter of 2009 was mainly due to:

- non-recurring events: the sharp fluctuation in fuel prices, which has only moderately impacted Exploration & Production activities, has provided arbitrage opportunities for the Group in a particularly cold winter in Europe;
- operational performance: energy sales, good availability level at the Group's nuclear plants, increased capacity and a positive contribution from Infrastructures;

⁶ GDF SUEZ published unaudited sales revenue and EBITDA for First Half 2009 as reviewed by the Board of Directors on 4 May 2009. Sales revenue and EBITDA for 2008 have been established on a pro forma basis; the data reconciliation on sales revenue published by each of the two groups is disclosed at the end of this release.

- it takes into account the fact that the Group did not pass on the full costs of its natural gas supply in France (€363 million in the 1st Quarter of 2009).

This performance reflects the Group's well-balanced business model, operational mix and geographic footprint, as well as illustrating its ability to withstand the current crisis. Nevertheless, the growth figures do include non-recurring items which are specific to the 1st Quarter of 2009, which cannot be carried forward throughout the Year 2009.

Net debt amounted to €27.8 billion as at end-March 2009, improving over the €28.9 billion posted as at 31 December 2008. Operating cash flow largely covered the Group's net investment of €1.8 billion. This includes the €800 million proceeds from disposals, in particular the sale of SPE for €600 million and the sale of 250 MW nuclear drawing rights to SPE.

Despite an environment of depressed economic conditions and energy prices, the Group confirms its target of an EBITDA 2009, higher than 2008.

Main recent highlights

- In Europe, the sale of the Group's stake in SPE, Belgium's 2nd-largest electricity company, was completed.
- The acquisition of Izgaz in Turkey was also completed.
- There was strong mobilisation across the Group to guarantee supply to its European clients during the coldest winter experienced in Europe over the last 10 years and the nearly-complete stoppage of Russia's gas supply.
- GDF SUEZ was chosen in France as the associate partner for the second EPR, alongside EDF; the Group's nuclear plant availability reached more than 90% in 1st Quarter 2009.
- Outside Europe, GDF SUEZ secured a €2.44 billion financing agreement for the Jirau project in Brazil;
- Further developments in Exploration & Production operations (Norway, United Kingdom, Netherlands and Indonesia).
- In Energy Services, COFELY was founded, as a strong, single brand in its sector.
- A €750 million retail bond loan was successfully issued in Belgium and Luxembourg in January, a jumbo €4 billion bond issue was launched in January 2009 – the largest bond issue by an industrial company since 2004.

1.2 4 May 2009 – Combined Annual and Extraordinary General Meeting - All resolutions adopted

On 4 May 2009, the Combined Annual and Extraordinary General Meeting of GDF SUEZ shareholders, chaired by Gérard Mestrallet, Chairman and CEO, met to review the report of the Board of Directors for fiscal year 2008, as well as the reports of the Chairpersons of the five Board Committees (Audit Committee, Ethics, Environment and Sustainable Development Committee, Nominations Committee, Compensation Committee, and Business Strategy and Investments Committee).

The Combined Annual and Extraordinary General Shareholders' Meeting approved the financial statements and earnings appropriation for 2008.

The resolutions submitted to the Group's shareholders by the Board of Directors were adopted, including:

- appointment of a Board Member representing employee shareholders: Mrs Gabrielle Prunet. Its four year terms of office will expire at the close of the 2013 General Shareholders' Meeting held to approve financial statements for the fiscal year ending 31 December 2012.
- Authorization of a Performance Share Plan to all of the Group's 200,000 employees in France and the rest of the world. Equal to approximately €100 million in total value, this distribution would represent 4.4 million Performance Shares. This Plan is the third organised by the Group, following those in 2007 and 2008.
- payment of an ordinary dividend of €1.40 per share for fiscal year 2008 that includes a €0.80 interim dividend per share paid 27 November 2008. The balance of the ordinary dividend (€0.60 per share) will be paid on 11 May 2009.
- payment of a special dividend of €0.80 per share that may be denominated in cash or in shares. Shareholders requesting payment in shares must make their decision known to their financial intermediary between 6 May and 22 May 2009, inclusive. The French state, Groupe Bruxelles Lambert, Caisse de Dépôts et Consignations, Areva, Groupe CNP Assurances, and Sofina have already chosen to receive this dividend in shares. Subscription price is €21.05 per share.

The special dividend in cash or in shares will be paid on 4 June 2009.

Moreover, in accordance with its dividend's distribution policy, the Board of Directors has decided the principle of a €0.80 interim dividend per share for the fiscal year ending 31 December 2009, to be paid on 18 December 2009.

1.3 25 May 2009 – Camfin Sale of 40% stake in Energie Investimenti to GDF SUEZ for €119 million finalised

Camfin and GDF SUEZ groups announce today that they have finalised the transfer of a 40% share of Energie Investimenti held by Cam Partecipazioni (Camfin group) to GDF SUEZ, which thus holds 100% of the company.

The transaction was carried out for a consideration of €19 million and follows the exercise of the put option by Cam Partecipazioni, on the basis of the provisions in the shareholder agreement defined by the parties at the time of incorporation of Energie Investimenti.

For the Camfin group, the transaction is part of the plan to strengthen its equity and financial structure, as announced on 27 March 2009 and will generate for Cam Partecipazioni a capital gain of about €20 million. For GDF SUEZ it represents an opportunity to reinforce its presence in the energy industry in Italy.

Set up in 2006, Energie Invstimenti has represented for both groups a fruitful example of collaboration.

Recording sales of 3.5 billion cubic metres of natural gas and 0.1 TWh of electricity in 2008, Energie Investimenti is the third operator on the gas market in Italy. The company has a portfolio of 1 million residential, small business and industrial customers.

1.4 28 May 2009 – GDF SUEZ and Publigas reorganised their shareholdings in Fluxys

GDF SUEZ and Publigas, the two stable Fluxys shareholders, have reorganised their shareholdings in Fluxys. GDF SUEZ has sold a number of Fluxys shares to Publigas that now holds a majority share of the company's capital. GDF SUEZ retains 38.50% at the end of the operation.

The reorganisation of the GDF SUEZ and Publigas shareholdings is a continuation of the agreement signed by the two stable shareholders in September 2008. On 18 May 2009, the Belgian Competition Council approved Publigas' exclusive control over Fluxys.

On 27 May 2009, the Fluxys Extraordinary General Meeting has also modified the company's Articles of Association to the new shareholding reality. Furthermore, the Board of Directors has taken note of the resignation of Mrs Griet Heyvaert and Messrs Chris De Groof and Marc Pannier, who had their seat on the Board as directors on the recommendation of SUEZ-Tractebel.

1.5 3 June 2009 – GEK TERNA and GDF SUEZ complete the partnership in the Greek power generation market

GEK TERNA and GDF SUEZ have entered on 11 December 2008 a partnership wherein both groups hold a 50% stake in the two power plants of GEK TERNA (Heron I & Heron II). All the regulatory approvals have now been obtained and all conditions precedent have been satisfied. As a result GDF SUEZ has become a shareholder on 3 June of the two project companies that will run Heron I and II.

Both power plants are state-of-the art efficient and clean gas fired plants and located in Viotia (about 120 km north of Athens). Heron I, the first private power plant in Greece, is a 150 MW open cycle gas fired power plant that is in operation since 2004. Heron II, a 450 MW combined cycle gas fired power plant, is currently under construction by TERNA and is scheduled to come in commercial operation early in 2010.

The power plants will be owned and operated by the joint venture of GEK TERNA and GDF SUEZ and will benefit from the complementary activities of its owners. GEK TERNA is a major Greek private power production, construction, real estate and concession group, with extensive experience in the Greek energy market and GDF SUEZ is one of the leading energy providers in the world which owns and operates an important number of gas power plants worldwide.

1.6 4 June 2009 – GDF SUEZ 2009 Special Dividend: 80% of shareholders chose the payment in shares

During the Combined Annual and Extraordinary General Meeting held on 4 May, GDF SUEZ shareholders approved the payment of a 0.8 euro per share special dividend, to be paid either in cash or in shares.

80% of shareholders chose the payment in shares, including the French State and the other main shareholders, members of the Board of Directors of the Group.

This success illustrates the confidence of shareholders in the Group's strategy and in its long term industrial and financial prospects. It also reinforces the financial strength of the Group.

As a result, 65 398 018 new shares were issued at a price of €21.05 per share, and were delivered as from 4 June. The payment of the dividend to the shareholders who chose the cash option also took place as from 4 June.

1.7 22 June 2009 – GDF SUEZ begins construction of 800 MW biomass and coal power station in the Netherlands

GDF SUEZ, through its subsidiary Electrabel, has begun construction of an 800 MW combined biomass/coal fired power station in Rotterdam. The project represents a total investment of €1.2 billion, giving a significant boost to regional employment and economic development over the next few years. It forms part of a wider investment programme that will see GDF SUEZ spending €30 billion over the period 2008-2010.

The decision will contribute to the security of electricity supply in western Europe. It is also in line with the strict Electrabel and GDF SUEZ guidelines for environmental performance and the fight against global warming.

- The state-of-the-art power station will have an energy efficiency of around 46%. This compares with the 36% of the previous generation power stations that it will replace in time. The higher efficiency means that more electricity will be produced with less fossil fuel, thus reducing CO₂ emissions by about 25%.
- The power station can burn half coal and half biomass, thus achieving a further significant reduction in our CO₂ print.
- In addition to these advantages in terms of CO₂ emissions, the Maasvlakte site was chosen for the possibilities that it offers for carbon capture and storage (CCS). In this way the power station anticipates technological developments that are expected in the near future. Electrabel and GDF SUEZ are actively carrying out research in this field: the Group is currently working on a project for collaboration in an industrial-scale CCS project as part of the European Economic Recovery Plan. Beside this, Electrabel is working on a project aimed at developing and operating a CCS pilot plant, due to enter service in 2010 in the Gelderland power station near Nijmegen.

This investment confirms the ambition of GDF SUEZ to remain a leading player in the North-West European market made up of the Benelux, Germany and France. Now that the inter-grid connection capacity between these countries has been upgraded and the French, Belgian and Dutch power exchanges have been unified, power can be shunted and traded around to such an extent that these countries can be considered as a single, integrated market. The Maasvlakte site in Rotterdam offers huge advantages in terms of logistics, for supplies of coal and biomass, cooling water and connections to the high-voltage grid. Construction of the power station is scheduled for completion in 2013.

In the Netherlands, GDF SUEZ realised a sales turnover of near €5 billion in 2008, employing more than 11,000 people through its various subsidiaries. The Group already has a strong presence in the country especially through E&P (number one foreign player), electricity generation (first private power producer) and the energy services (Cofely is actually building the energy supply system for the Amsterdam's new district 'Overhoeks').

1.8 25 June 2009 – GDF SUEZ sells equity stake in United Power Company in Sultanate of Oman

GDF SUEZ has finalised the sale of its 32.81% equity stake in United Power Company (“UPC”) in the Sultanate of Oman to the MENA Infrastructure Fund.

In 2006, the Group won a contract for the business management of the new independent electricity and desalination production unit, Barka II in Oman (678MW and 120,000m³/day). At that time, GDF

SUEZ undertook to divest its stake in UPC in order to limit its market share in electricity production and comply with the regulations of Oman's AER (Authority for Electricity Regulation).

GDF SUEZ has a long track record of successes in its developments in Oman. The Manah IPP (independent power project), which was awarded in 1994, is the first privately developed and owned power plant in the Gulf region and in Oman, and the first privately constructed transmission facilities within the country's national grid. UPC was formed in 1995 as a joint stock company where public owns 40% of shares and the founder shareholders own 60%. Originally a 90MW power plant, the extension project completed in 2000 increased the plant's generating capacity to 270MW.

To ensure that the necessary technical and operational expertise will continue to be available, UPC has signed a comprehensive operation and maintenance contract with one of GDF SUEZ group companies, which already provides these services to the Sohar and Al Rusail power plants, and will also operate the Barka II plant once it is commissioned.

MENA Infrastructure Fund was established in 2006 as a specialist infrastructure equity fund for long-term equity investments in infrastructure projects and businesses. Its investors include leading international and regional financial institutions and pension funds.

1.9 30 June 2009 – GDF SUEZ acquires a stake in exploration and production in Azerbaijan

GDF SUEZ has just acquired a 20% stake in the Exploration, Development and Production Sharing Agreement for the Absheron offshore block in the Azerbaijani sector of the Caspian Sea. The two other partners in the Agreement are Total and the State Oil Company of the Republic of Azerbaijan (SOCAR), which each hold a 40% stake.

The license, operated by Total, is in the exploration phase; if it is successful, it will contribute to a significant increase in the GDF SUEZ Group's reserves. This acquisition in Azerbaijan is in keeping with the Group's strategy to expand its proven and probable reserves, which totaled 704 million barrels of oil equivalent at the end of 2008.

Azerbaijan has substantial hydrocarbon reserves, estimated at 7 billion barrels of oil equivalent and more than 1.2 trillion cu.m of natural gas⁷, mainly from the giant Shah Deniz gas field. The country is a major exporter of oil and gas to the European and international markets.

1.10 6 July 2009 – GDF SUEZ agrees finance for 3,300 MW Brazilian hydro power plant

GDF SUEZ has agreed the finance contract for the 3,300 MW Jirau hydropower plant through its special purpose company Energia Sustentável do Brasil. The project is under construction in the north of Brazil.

The 25 year, 7.2 billion of Brazilian Reals (approximately €2.44 billion) loan was agreed with the Brazilian development bank BNDES (Banco Nacional de Desenvolvimento Econômico e Social) and a pool of banks formed by Banco do Brasil, Caixa Econômica Federal, Banco do Nordeste do Brasil, Itálú-Unibanco and Bradesco. It will finance 68.5% of the total €3.3 billion investment in the Jirau plant. The project is part of PAC - the Brazilian Federal Government's Growth Acceleration Program. The loan is the largest ever made by the Brazilian development bank. The funding support by BNDES and the private bank is instrumental for this type of projects which underpin the development of Brazil.

The Jirau hydropower project is part of the Madeira river complex. It is the largest power plant under construction today in Brazil, and the concession to build it was granted in 2008 to Energia Sustentável

⁷ BP Statistical Review of World Energy, June 2009.

do Brasil, which is made up of GDF SUEZ (50.1%), Eletrosul (20%), Chesf (20%) and Camargo Corrêa (9.9%), who put in the lowest bid to sell 70% of the output of the future plant under a 30-year agreement with electric power distributors. This represents a turnover of €9.6 billion over 30 years, starting from 2013. The construction of Jirau started in December 2008, and the plant is expected to begin commercial operation in March 2012.

Through Tractebel Energia, GDF SUEZ is the largest private power generator in the country with around 8% of the Brazilian total installed capacity. 85% of Tractebel Energia's total energy output comes from renewable energy sources such as hydro-electricity, wind and biomass.

1.11 8 July 2009 – MEGAL Pipeline: GDF SUEZ strategy disputes the European Commission decision

GDF SUEZ has received the European Commission decision regarding the Megal pipeline, which serves to supply the French market, transiting natural gas across Germany from Russia.

The Group expresses its complete disagreement with the Commission's conclusion that GDF SUEZ and EON had colluded until 2005 (the supposed violation having now come to an end) to limit competition on their respective markets. The Group also calls attention to the fact that the legal and regulatory context of the time was very different from that of the energy market today.

GDF SUEZ reiterates that it has always sought to develop and strengthen its presence in Germany. Currently, the Group is EON's main foreign competitor in the German natural gas market and a key player in opening the German energy market.

Therefore, the Group cannot accept the charges that have been made against it and will be filing an appeal of the Commission's decision with the European Union's Court of First Instance.

1.12 9 July 2009 – GDF SUEZ launches its first free share attribution plan for the benefit of all employees throughout the world

GDF SUEZ is launching its first free share attribution plan as of 2009 for the benefit of its 200,000 employees. This year, the Group will distribute close to 3.8 million shares to all its employees⁸, regardless of nationality, corporate title, position in the organization, or salary. In the some fifty countries where GDF SUEZ is present, each employee will receive 20 shares⁹. All in all, over 3 years, employees received close to 11 million free shares from the Group.

Coming one year after the creation of GDF SUEZ, this free share attribution program fulfils a three-fold objective: to share the fruits of the Group's growth with its employees, to associate them on a lasting basis with the Group's current and future successes, and to strengthen employee share ownership.

In the same manner, SUEZ Environment has decided to launch a free share attribution plan for the benefit of its employees. Special arrangements are underway for SUEZ Environment employees to receive both some GDF SUEZ and SUEZ Environment shares.

For GDF SUEZ, this ambitious free share attribution program is a concrete reflection of Group values, attesting its strong commitment to corporate social responsibility.

⁸ On condition of employment at 30 April 2009 with a company under majority control of GDF SUEZ.

⁹ The number of shares will be adjusted to the specific situation of employees in France common to the distribution subsidiaries of GDF SUEZ and EDF, as well as to those employees of SUEZ Environment Company.

1.13 17 July 2009 – GDF SUEZ gives its Energy Europe & International Business Line a new structure

As from 20 July, a new structure of the GDF SUEZ Energy Europe & International Business line will be in place. The new streamlined structure will help to optimise the synergies between the business areas and the Group as a whole, and provide a springboard for future growth in 2009 and beyond. It will enable the Group to increase its efficiency and to leverage its international expertise at a local level even more effectively.

The organization will be a matrix structure that will balance regional and transversal support dimensions. Each of the main world regions will report directly to the CEO, Dirk Beeuwsaert. The organization will be composed of five geographical business areas which will interact with the support functions at the headquarters in Brussels.

The following persons have been appointed within the context of the reorganization of the GDF SUEZ Energy Europe & International Business Line, headed by Dirk Beeuwsaert, Executive Vice President GDF SUEZ, in charge of Energy Europe & International: Pierre Clavel, Senior Executive Vice President, Deputy to Dirk Beeuwsaert.

Business areas: Sophie Dutordoir, CEO and President Benelux & Germany; Stéphane Brimont, CEO and President Europe; Jan Flachet, CEO and President Latin America; Guy Richelle, CEO and President Middle East-Asia & Africa; and Zin Smati, CEO and President North America.

Support functions: Yanick Bigaud, Executive Vice President Finance; Philip De Cnudde, Executive Vice President Business Development Oversight; Alain Janssens, Executive Vice President Markets & Sales; Eric Kenis, Executive Vice President Operations; Marc Pannier, Executive Vice President HR, Communications & Legal; and Didier Sire, Executive Vice President Strategy.

1.14 20 July 2009 – GDF SUEZ enters Exploration & Production in Qatar

GDF SUEZ has acquired Anadarko Petroleum Corporation's 60% equity stake in Qatar's offshore Block 4 through the purchase of Anadarko Qatar Block 4 Company, LLC. GDF SUEZ will thus become operator in exploration & production in Qatar.

The Exploration and Production Sharing Agreement (EPSA) covers offshore Block 4 which extends over a 3,132 sq.km area off the coast of Qatar and has several prospects.

The acquisition is part of a strategy to increase the Group's hydrocarbon reserves, notably through geographic expansion of its exploration & production activities. After the Group's 2008 expansion to the United States, Azerbaijan and Libya, this operation marks GDF SUEZ's entry into exploration operations in Qatar.

As the world's leading exporter of LNG, Qatar has significant hydrocarbon resources, including the world's third largest non-associated natural gas reserves, mainly located in the giant "North Field".

In 2008, GDF SUEZ strengthened its positions in Qatar with the signing of a memorandum of understanding with Qatar Petroleum International to develop international cooperation between the two groups, especially in the areas of exploration & production, LNG, storage, and downstream gas activities.

GDF SUEZ also won the bid for Ras Laffan C, Qatar's largest electricity generation and seawater desalination project which involves the construction of a 2,730 MW power plant and a 286,000 cu.m/day desalination facility.

Finally, through a shareholders' agreement signed with Qatari Diar and BARWA to create a multi-utility company, GDF SUEZ will be active in the energy services and environment sectors in Qatar. SUEZ Environnement is already involved in several projects in Qatar, where it is implementing high-performance wastewater treatment technologies for water recycling.

1.15 30 July 2009 – GDF SUEZ announces its intent to deregister its ADRs and terminate its U.S. reporting obligations

GDF SUEZ announced today its intention to terminate its registration under Section 12(g) of the Securities Exchange Act of 1934 (the "Exchange Act") and terminate its reporting obligations under Sections 13(a) and 15(d) of the Exchange Act.

GDF SUEZ's reporting obligations under the Exchange Act will be suspended immediately upon the filing of a Form 15F and GDF SUEZ shall no longer submit any reports to the U.S. Securities and Exchange Commission (SEC). The deregistration is expected to become effective 90 days after the filing of the Form 15F if there are no objections from the SEC.

1.16 31 July 2009 – E.ON and GDF SUEZ finalise their swap of generation capacity in Europe

GDF SUEZ and E.ON signed today the final agreements to swap approx. 1,700 MW of generation capacity.

On completion of the transaction, Electrabel, Group GDF SUEZ, will acquire from E.ON 860 MW of conventional power stations and some 132 MW hydro-electrical capacity. In addition, Electrabel will acquire electricity generated out of a capacity of 700 MW in form of drawing rights from nuclear power stations in Germany.

In return, E.ON will acquire from Electrabel, Group GDF SUEZ, the Langerlo coal and biomass-fired power station (556 MW) and the Vilvoorde gas-fired power station (385 MW) plus electricity generated out of a capacity of 770 MW in form of drawing rights from nuclear power stations with delivery points in Belgium and the Netherlands.

After the closing of the transaction, the Group GDF SUEZ will have improved its coverage of the North West continental European countries as well as the physical and geographical balance between its generation and sales portfolio. E.ON at the same time will increase its generation capacity in Benelux to 3.600 MW.

The swap forms part of the measures pledged by E.ON to the EU Commission in 2008 to promote competition on the German energy market. In all, E.ON made a commitment to sell about 5,000 MW of generation capacity and its ultrahigh-voltage transmission network in Germany.

GDF SUEZ and E.ON are expected to complete the transaction after the necessary approvals of the anti-trust authorities.

1.17 18 August 2009 – Santos and GDF SUEZ announce strategic partnership in Australia

- Santos to sell a 60% interest in the Petrel, Tern and Frigate gas fields in the Bonaparte Basin to GDF SUEZ for USD 200 million
- GDF SUEZ to lead the development of Bonaparte LNG, a proposed 2mtpa floating LNG project, and the marketing of the LNG
- GDF SUEZ to carry Santo's share of pre-FEED and FEED costs and make an additional payment of USD 170 million upon FID of the project

- Transaction monetises 220 million barrels of oil equivalent (mmbœ)¹⁰ of Santos' contingent resources whilst preserving significant upside via its remaining stake in the project
- Enables GDF SUEZ to enter the Pacific Basin market as an integrated LNG player

Santos and GDF SUEZ, one of the world's leading LNG companies, today announced a milestone partnership to develop a floating LNG project in the Bonaparte Basin, Australia (Bonaparte LNG).

Bonaparte LNG aligns the interests of both companies across the full value chain, from gas field resources to plant development and downstream.

GDF SUEZ and Santos will form a 60/40 unincorporated joint venture to be led by GDF SUEZ to:

- Develop and operate a proposed floating liquefaction plant with a planned capacity of 2 mtpa of LNG which will utilise the gas from the Petrel, Tern and Frigate natural gas fields and;
- GDF SUEZ to lift all the LNG production and to ship it to markets in the Asia-Pacific region in accordance with terms agreed by the joint venture.

As part of the project, Santos has agreed to sell a 60% interest in the Petrel, Tern and Frigate offshore gas fields¹¹ to GDF SUEZ who will become operator in 2011. These fields are located in the Timor/Bonaparte Basin, one of Australia's most significant gas provinces and an active region for LNG developments.

The joint venture combines Santos' regional upstream expertise and GDF SUEZ' world class LNG expertise and market development platform.

The project will give GDF SUEZ its very first foothold in the Australian exploration-production sector. The fields represent a significant growth driver for the Group, creating the potential to ramp up its resources by 20%. It will also enable the Group to extend its LNG supply portfolio (Latin America, Europe, Africa and the Middle East) to the Asia Pacific region.

1.18 26 August 2009 – 2009 half-year results : solid performance, strong liquidities generation

Revenues:	€42.2 billion (+ 2.3%)
EBITDA:	€7.9 billion (+ 2.2%)
Net income, group share:	€3.3 billion (- 6.3%)
Gearing:	43% (vs. 46% as of 12/31/08)
Free cash flow: ¹²	€6.7 billion (+ 65%)
Net CAPEX:	€4.0 billion

Solid performance and strong liquidity generation

The first GDF SUEZ H1 results confirm the Group's profitable growth, despite comparison with a particularly high 2008 performance and a difficult economic environment.

¹⁰ 220mmbœ is equivalent to 1.2 trillion cubic feet (Tcf) of gas.

¹¹ Petrel Field: permits NT / RL1; WA-6-R; GDF SUEZ: (60%); Santos (35%); Origin Energy: (5%).

¹² Free cash flow = cash flow generated from operations, less net taxes and interest, plus changes in working capital needs, minus maintenance capital expenditures.

The Group achieved results growth with a 2.2% increase in EBITDA to €7.9 billion. Revenues also increased 2.3% to total €42.2 billion. Net income, group share came to €3.3 billion.

The Group's growth comes along with a strong liquidity generation, with €6.7 billion in free cash flow, for an increase of 65%. As a result, the Group is able to finance its industrial development, to remunerate its shareholders, and to reduce debt by more than €1 billion, bringing the Group's gearing down to 43%.

These results reflect the strength and resilience of the Group's positions in a depressed economic environment. GDF SUEZ relies upon a business model based on a balanced and diversified energy portfolio adapted to its markets. During first-half 2009, the Group benefited in particular from the high degree of availability of its nuclear power generation plants (90%), guaranteeing competitive production costs. The Group's fine performance is also due to its electricity sales hedging policy and the Global Gas & LNG business line's first-quarter non-recurring gains. The Infrastructures business line also made a solid and recurring contribution to these results, related to an ambitious investment program. The Energy Services business line reported slight growth. Finally, SUEZ Environment showed good operating performance resilience, notably in water, and a sound balance sheet, with strong free cash flow generation, in line with announced priorities.

All of these factors contributed to the Group's improved results, more than offsetting the impact of the economic crisis on certain activities as well as the tariff shortfall for natural gas sales in France. The negative impact of the tariff shortfall widened by €363 million during the first quarter, reaching close to €2 billion. Nonetheless, since the April 1 tariffs adjustment the Group was able to entirely cover costs.

Strong balance sheet and confirmed development strategy

During first-half 2009, the GDF SUEZ Group consolidated its position as world energy leader with first class positions in natural gas, electricity and energy services.

Thanks to a strong balance sheet, the Group pursues its industrial strategy, focused essentially on organic growth, as illustrated by recent commercial and industrial developments, including:

- Exploration & Production and LNG: development of the Touat gas licence, licence acquisitions in Azerbaijan and Qatar, and entry in Australia's LNG sector via the Bonaparte project;
- Electricity generation: continued development of electricity projects representing 21 GW (including France, Brazil, the Middle East, the United States...);
- Success in financing electricity generation projects: agreement with the Brazilian Development Bank for the financing of the Jirau dam, the financing of the Al Dur project in the Middle East;
- Natural gas supply: strong Group mobilization in France and in Europe to ensure uninterrupted natural gas supplies during the Russo-Ukrainian crisis, and extension until 2029 of natural gas supply contracts with GasTerra;
- Nuclear: equity stake of one third plus one share in the company formed to build and operate the Penly EPR, development projects in France, Abu Dhabi, the United Kingdom, and Romania;
- Infrastructures: commissioning of the new Obergailbach natural gas compression station;

- Renewable energy (developments in wind, solar, biomass, and photovoltaic power) and energy efficiency (data centers, hospitals, etc.);
- Environment: success in the world most important PPP, for the seawater desalination plant in Melbourne for the State of Victoria.

The Group continued implementation of its Efficio performance plan, €650 million of which will be achieved by year-end 2009. Measures taken have already improved Group profitability.

Following the third quarter, expected to be down from the same period the year before, the Group expects to see more noteworthy growth in activity during fourth-quarter 2009.

The Group confirms all the 2009 and medium-term performance targets announced to the market.

Given its results and financial structure, on December 18, 2009 the Group will distribute an interim dividend of €0.80 per share for fiscal year 2009 and confirms its policy of attractive and competitive shareholder remuneration.¹³

		Summary income statement		GDF SUEZ	
In €m		Pro forma 2008 unaudited data	H1 2008	H1 2009	
		Revenues	41,253	42,212	
		Purchases	(21,755)	(22,648)	
		Personnel costs	(5,413)	(5,760)	
		Amortization depreciation and provisions	(2,432)	(2,693)	
		Other operating incomes and expenses	(6,610)	(6,150)	
		Current operating income	5,043	4,962	
		MtM, impairment, restructuring and disposals	90	267	
		Income from operating activities	5,133	5,229	
		Financial result (expense)	(345)	(708)	
		o/w cost of net debt	(419)	(728)	
		o/w discounting expense related to long term provisions	(245)	(302)	
		o/w dividends and others	319	322	
		Income tax	(1,222)	(1,098)	
		o/w current income tax	(1,431)	(820)	
		o/w deferred income tax	208	(278)	
		Share in net income of associates	278	203	
		Remedies	104	0	
		Minority interests	(467)	(363)	
		o/w minority interests on remedies	(40)		
		Net income – group share	3,481	3,263	
		EBITDA	7,685	7,857	

2009 Half Year Results - August 27, 2009

Balance sheet, P/L and cash flow statement

2

¹³ 10% to 15% average annual growth in dividends per share for dividends paid between 2007 and 2010 (based on the Gaz de France dividend paid in 2007 for 2006).

Final pro forma income statement as of 06/30/08

GDF SUEZ

In €m	H1 2008 pro forma published at 9/1/08	Remedies	Opening balance sheet adjustments & PPA	H1 2008 final proforma	Reminder H1 2008 proforma Investor Day
INCOME STATEMENT - Pro forma unaudited data					
Revenues	43,129	(1,728)	(148)	41,253	41,274
Purchases	(22,249)	2,451	(1,957)	(21,755)	
Personnel costs	(5,473)	60		(5,413)	
Depreciation, amortization and provisions	(2,348)	36	(120)	(2,432)	
Other operating income and expenses net	(7,572)	(1,229)	2,191	(6,610)	
Current operating income	5,487	(410)	(34)	5,043	5,084
MTM, impairment, restructuring and disposals	(203)	209	84	90	
Income from operating activities	5,284	(201)	50	5,133	
Financial result	(449)	(29)	133	(345)	
Income tax	(1,215)	64	(71)	(1,222)	
Share in net income of associates	215	62	1	278	
Net income – excl. remedies	3,835	(104)	113	3,844	
Remedies		104		104	
Minority interests	(454)		(13)	(467)	
Net income – group share	3,381		100	3,481	
EBITDA	8,132	(447)		7,685	7,685

2009 Half Year Results - August 27, 2009

2007 proforma

4

Summary balance sheet

GDF SUEZ

In €bn	12/31/08	06/30/09	12/31/08	06/30/09
ASSETS			LIABILITIES	
NON CURRENT ASSETS	115.2	117.8	Equity, group share	57.7 59.9
CURRENT ASSETS	52.0	52.4	Minority interests	5.1 4.9
o/w financial assets valued at fair value through profit/loss	0.8	1.8	TOTAL EQUITY	62.8 64.8
o/w cash & equivalents	9.0	11.9	Provisions	14.8 14.5
			Financial debt	38.8 41.9
			Other liabilities	50.8 49.0
TOTAL ASSETS	167.2	170.2	TOTAL LIABILITIES	167.2 170.2

2009 Half Year Results - August 27, 2009

Balance sheet, P/L and cash flow statement

1

Cash flow statement

GDF SUEZ

In €m	06/30/09
Gross cash flow before financial loss and income tax	7,721
Income tax paid (excl. income tax paid on disposals)	(462)
Change in operating working capital	1,044
CASH FLOW FROM OPERATING ACTIVITIES	8,303
Net tangible and intangible investments	(4,316)
Financial investments	(1,164)
Disposals and other investment flows	1,914
CASH FLOW FROM INVESTMENT ACTIVITIES	(3,567)
Dividends paid	(2,035)
Share buy back	3
Balance of reimbursement of debt / new debt	1,969
Interests paid on financial activities	(820)
Capital increase	26
Other cash flows	(1,111)
CASH FLOW FROM FINANCIAL ACTIVITIES	(1,968)
Impact of currency, accounting practices and other	121
CASH AND CASH EQUIVALENTS AT THE BEGINNING OF THE PERIOD	9,049
TOTAL CASH FLOWS FOR THE PERIOD	2,889
CASH AND CASH EQUIVALENTS AT THE END OF THE PERIOD	11,939

2009 Half Year Results - August 27, 2009

Balance sheet, P/L and cash flow statement

3

1.19 2 September 2009 – GDF SUEZ pursues its development in the Asia-Pacific region, entering into exploration-production in Indonesia

GDF SUEZ has just finalised the acquisition from Eni of a 45% stake in the offshore exploration Muara Bakau Production Sharing Contract (PSC) in Indonesia. Thanks to this new PSC, GDF SUEZ is moving into exploration in Indonesia alongside Eni who is maintaining its position as operator with a 55% stake.

GDF SUEZ is thus strengthening its position in exploration-production in the Asia-Pacific region following the acquisition of a 60% stake in three gas fields in Australia last August.

This acquisition is within the framework of the asset swap agreement signed between GDF SUEZ and Eni in 2008. This agreement includes the disposal by Eni of a group of exploration-production assets in the United Kingdom, the Gulf of Mexico, Egypt and Indonesia.

The Muara Bakau PSC covers an area of 1,082 km² and is in the eastern part of the Kutei basin, off the Mahakam delta, in water depths ranging from less than 200 to approximately 1,000 m.

An initial exploration campaign was successfully carried out in March 2009. The drilling of a well on the Jangkrik geological area confirmed the presence of a significant volume of hydrocarbons, demonstrating the exploration potential of this contract.

1.20 7 September 2009 – GDF SUEZ signs nuclear cooperation agreement in Brazil with Eletrobrás and Eletronuclear

On the occasion of the State visit of Nicolas Sarkozy, President of France, in Brazil, Gérard Mestrallet, Chairman and CEO of GDF SUEZ, signed a cooperation agreement (Protocolo) with José Antonio Muniz Lopes de Souza, CEO of Eletrobras, and Othon Luiz Pinheiro da Silva, Chairman of Eletronuclear, in the field of nuclear power. The cooperation will be aimed primarily at the exchange of information and experience, in order to pursue the country's nuclear programme.

The cooperation efforts focus on the issues that govern the success of a nuclear programme: top-quality operation of nuclear power plants, technology and design, ownership, control and funding mechanisms, selection process for construction sites, public acceptance, and development of human resources.

1.21 10 September 2009 – GDF SUEZ doubles its Astoria power plant capacity in New York City

GDF SUEZ has signed an agreement to expand the production capacity of its power plant in the Queens Borough of New York City. Astoria Energy II, the new natural gas-fired power plant, will have a generating capacity of 575 megawatts. GDF SUEZ has a 30% interest in the project, which investment is estimated at more than USD 1 billion. The closing of the project financing was achieved this summer. Construction of the new facility is expected to be completed mid-2011. Astoria I & II will have a total generating capacity of 1,150 MW.

Astoria Energy II will strengthen GDF SUEZ's participation in the New York power market, which the Group entered when it purchased a 30.45% interest in the 575 MW Astoria Energy I power plant in May 2008.

New York is one of four critical North American markets for GDF SUEZ, along with the New England, Texas, and Mid-Atlantic States markets. Upon completion of Astoria Energy II, GDF SUEZ will own an interest in a total of 1,267 MW in New York market. The Group also has ownership interests in Rochester, Syracuse, and Nassau County power stations.

1.22 28 September 2009 - GDF SUEZ, Chongqing Municipal partner for energy and environmental efficiency development

Gérard Mestrallet, Chairman and CEO of GDF SUEZ, has signed an agreement with Chongqing Energy Investment Group for the establishment of a 40/60 joint venture dedicated to energy and environmental efficiency in Chongqing, the largest Municipality in the world (30 million inhabitants) located in Western China. For a period of 25 years, the company shall design, build and operate district cooling and heating schemes in Chongqing urban area, and develop solutions to provide dedicated industrial parks and industries with relevant aggregated energy and environmental efficiency services. Priority shall be given to cooling schemes in the first period.

The establishment of this joint venture launches GDF SUEZ energy services business in Chongqing and illustrates the Chinese Government's commitment to energy and environmental efficiency objectives of the 11th five year plan.

1.23 6 October 2009 - GDF SUEZ signs heads of agreement to develop the Khvalinskoye gas field in the Caspian Sea

GDF SUEZ announces the signing of a Heads of Agreement, in partnership with Total, to acquire half of the 50% stake of KazMunaiGas (KMG) in the offshore exploration Khvalinskoye license, located near the border between Russia and Kazakhstan in the Caspian Sea.

Operated by the Russian company Lukoil, owner of the other 50% stake, this Russian-Kazakh gas project is a gas field located in water depths of 25 metres.

This exclusive negotiation phase, subject to relevant partner's and authorities' approvals, will allow GDF SUEZ and Total to obtain respectively 8% and 17% in the Khvalinskoye development, which is one of the gas production landmark projects in the Northern Caspian. Its development shall be governed by a Production Sharing Agreement (PSA), currently under discussion with the Russian authorities.

The potential entry in the Khvalinskoye field will be the first project of GDF SUEZ in the Russian exploration and production sector, a country which ranks number one in world gas reserves.

It will also reinforce GDF SUEZ position in the exploration and production activities in the Caspian region, following the recent acquisition of a 20% stake in the Absheron license in Azerbaijan.

This project gives GDF SUEZ the opportunity to further strengthen its relationship with major Exploration and Production players Lukoil, Total, and the Kazakh national oil and gas company KMG.

1.24 6 October 2009 - GDF SUEZ to distribute an interim dividend of EUR 0.80/share for fiscal year 2009

The Board of Directors of GDF SUEZ met today and approved an interim dividend of 0.80 per share for the current year, payable¹⁴ 18 December 2009.

This decision is consistent with Group policy established in 2008 to pay an interim dividend for the year in progress during the 2nd half of each year.

The Shareholders' Meeting to be held 3 May 2010 will determine the remaining balance of the ordinary dividend to be paid for fiscal year 2009.

This payment is consistent with the Group's shareholder remuneration policy, which offers a return on investment that is competitive with the sector, and fulfills its goal of average annual growth of 10% to 15% for ordinary dividends paid between 2007 and 2010, based on the Gaz de France dividend paid in 2007 (€1.10/share).

1.25 8 October 2009 - GDF SUEZ reinforces leading positions in Chile (USD 3 billion electric power supply contract signed; Inauguration of the most important wind farm in Chile)

GDF SUEZ significantly strengthened its positions in Chile pursuing the diversification of its production mix.

Significant USD 3 billion power supply contract

The Group has just won a bid worth USD 3 billion to supply 2,000 GWh/year of electric power to subsidiaries of the Chilean power company EMEL. The contract was signed by its public subsidiary Edelnor, jointly owned with Codelco, and will run from 2012 to 2026.

The energy will be derived mainly from liquefied natural gas (LNG) which will be regasified at the GNL Mejillones terminal, also jointly owned (50/50) by GDF SUEZ and Codelco. This terminal is expected to come on-line at the beginning of 2010. It will supply approximately 20% of the total needs of the northern part of Chile (SING - Sistema Interconectado Norte Grande) which serves mostly industrial companies. The use of LNG to generate power will lead to significant reductions in emissions, and will boost Chile's aspirations to join the OECD (Organisation for Economic Cooperation and Development).

The largest wind farm in Chile

GDF SUEZ will also be inaugurating the largest wind farm in Chile - Monte Redondo - in the presence of Mr. Andres Velasco, Minister of Finance, Mr. Marcelo Tokman, Minister of Energy, and Gerard Mestrallet, Chairman and CEO of GDF SUEZ, on 9 October 2009.

¹⁴ Record date: 17 December 2009. Ex-dividend date: 15 December 2009.

The Monte Redondo wind farm is yet another step towards the diversification of GDF SUEZ's energy portfolio in Chile, helping to stabilise energy prices by reducing dependence on fossil fuels. This project is a strategic move in the Sistema Interconectado Central (SIC), the biggest power network in the country. 100 GWh/year from the Monte Redondo wind farm was sold at an auction organised by the local distribution company CGE. The contract runs for 14 years and starts in January 2010.

The project will reduce CO₂ emissions, enabling it to register for carbon credits under the Kyoto Protocol's Clean Development Mechanism (CDM).

Work began at the start of this year on the 38 MW Monte Redondo power station, which is located 325 kilometres north of Santiago. The total investment amounted to USD 100 million.

1.26 20 October 2009 - GDF SUEZ achieves financing of USD 2.7 billion Shuweihat S2 Independent Water and Power Project in United Arab Emirates

GDF SUEZ, together with Abu Dhabi Water and Electricity Authority (ADWEA) and Marubeni Corporation (Marubeni), have finalized a 22 year limited recourse debt financing deal in excess of USD 2 billion for the Shuweihat S2 Independent Water and Power Producer (IWPP) project in the United Arab Emirates (UAE).

GDF SUEZ owns 20% of the project, Marubeni 20% and ADWEA the remaining 60%.

The consortium signed the project financing agreements with the Japan Bank for International Cooperation (JBIC), and with a club of commercial financial institutions, including Bank of Tokyo-Mitsubishi UFJ, Bayerische Landesbank, BNP Paribas, Calyon, HSBC, KfW IpeX Bank, Mizuho Corporate Bank, National Bank of Abu Dhabi, Natixis, Samba, Société Générale, Standard Chartered Bank, Sumitomo Mitsui Banking Corporation and Sumitomo Trust.

The Shuweihat S2 power station, a greenfield, natural gas-fired installation in Abu Dhabi, will deliver 1,500 MW of electricity and 454,610m³/day of water. The plant will be managed and operated by a company jointly established between GDF SUEZ and Marubeni, and the electricity and water generated by the project will be sold to Abu Dhabi Water and Electricity Company over 25 years.

GDF SUEZ entered the UAE market in 2000 with an investment in the Taweelah A1 power plant, a 1,360 MW and 84 million gallon per day project, and subsequently invested in its 233 MW expansion. Dirk Beeuwsaert, Executive Vice President of GDF SUEZ, in charge of Energy Europe & International commented, "This is another opportunity to work with ADWEA, with whom we strongly value our long-term partnership. We are proud to be able to contribute to the infrastructure needs of the UAE, where both power and water demand is expected to grow significantly up to 2015."

With over 15 years' experience in the Gulf countries, GDF SUEZ is the region's leading private power developer with a direct equity interest in nearly 14,000 MW, and more than 2.5 million m³ of water per day of desalination capacity. The Group treats over 400,000 m³ /day of recycled and reused water, and offers engineering and waste management solutions.

1.27 22 October 2009 - Deal reached between GDF SUEZ and the Belgian State

On Thursday, 22 October, GDF SUEZ entered into a global agreement with the Belgian Government which marks a shared commitment to seeing the Group operate in Belgium in a stable and long-term framework. GDF SUEZ also confirms its willingness to help implement the policies of the Belgian authorities, in particular those on energy and climate issues.

The agreement (only available in French) is attached to this press release. Primarily, GDF SUEZ undertakes to:

- contribute between €215 and 245 million to the State budget between 2010 and 2014, along with the other nuclear power producers;
- prepare a €500 million programme of investment in renewable energies, via Electrabel;
- recruit over 10,000 staff in Belgium by 2015;
- gradually create a permanent body of 500 training positions, alternating between its various subsidiaries, by 2015 at the latest;
- invest significant sums in research, particularly into carbon capture and storage, and €5 million in nuclear research institutes;
- maintain a high level of activity in Belgium, and in particular to retain its Energy Europe and International business line and Tractebel Engineering bases in the country.

The Belgian State and the Group have also agreed to examine together, in the constructive spirit that led to the agreement, all of the disputes currently existing between them, with a view to settling them once and for all.

Gérard Mestrallet, GDF SUEZ Chairman and CEO, said: “The Group is glad to have concluded with the Belgian Government an ambitious deal for the future, which provides a stable and long-term framework for the industrial development of GDF SUEZ in Belgium. The agreement means we can confirm our commitment to invest in the nuclear units Doel 1 and 2 and Tihange 1, in line with the decision to extend their operational lifetime by 10 years, through to 2025, in optimum safety conditions. In addition to this commitment, which is essential for security of supply, GDF SUEZ also firmly undertakes to invest in the development of renewable energies, to support the Government’s policy on jobs and vocational training and to devote significant sums to research. This agreement therefore offers us prospects that are fully compatible with our corporate vision.”

Protocole d'accord entre l'État belge et le Groupe GDF SUEZ

Entre

L'État belge, représenté par Messieurs Herman Van Rompuy, Premier Ministre et Paul Magnette, Ministre du Climat et de l'Energie

et

le Groupe GDF SUEZ, représenté par Messieurs Gerard Mestrallet et Jean-Pierre Hansen

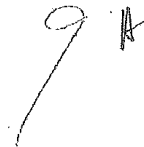
Il a été convenu ce qui suit :

1. Préambule

- o Le Groupe GDF SUEZ, compte tenu de l'importance et de l'ancienneté de ses activités en Belgique, confirme sa volonté d'assurer le développement de ses activités dans ce pays, la localisation de centres de décisions et d'activités à haute valeur ajoutée, sa contribution d'entreprise responsable aux objectifs généraux du pays et des entités fédérées, en matière d'emploi et de formation notamment. Il continuera à l'exercer pleinement.
- o Le Gouvernement, compte-tenu de l'importance et de la nature stratégique des diverses activités exercées par le groupe sur le territoire belge et des investissements qu'elles impliquent, et du fait que ses principales activités sont orientées vers le long terme, considère qu'il est important que les activités du Groupe concernées par le présent protocole puissent être exercées dans un cadre réglementaire et normatif stable.

2. Dans ce cadre, le Groupe GDF SUEZ prend les engagements de principe suivants et est prêt à les mettre en œuvre dans les meilleurs délais avec les autorités concernées :

- o accélérer sa politique d'investissement dans la production d'énergies renouvelables ;



This “*Protocole d'accord*” is only available in French language.

- o poursuivre son action en faveur de la recherche et de l'innovation, en particulier dans les secteurs des nouvelles technologies. A ce titre :
 - les orientations budgétaires de recherche et développement de LABORELEC pour 2010 et les années ultérieures prévoient des affectations de l'ordre de 30% spécifiquement dédiées aux processus de capture du carbone et aux technologies les plus actuelles en matière d'efficacité énergétique pour l'industrie et les particuliers ;
 - un flux d'études de 5 millions par an sera garanti aux institutions de recherche nucléaire; le cas échéant dans le cadre de projets futurs qui concerneraient les activités du Groupe, il pourrait faire l'objet d'une capitalisation ;
- o accompagner collectivités, industriels et ménages dans leurs actions en faveur de la protection de l'environnement, en particulier maintenir en Belgique un haut niveau d'activité dans le secteur des économies d'énergie avec plus de onze mille personnes (FABRICOM, COFELY, AXIMA) au service de l'efficacité énergétique (cogénération, audits énergétiques, prêts à taux réduits, etc.) ; maintenir en Belgique une activité à valeur ajoutée dans le secteur des services environnementaux, avec plus de deux mille personnes (SITA et DEGREMONT), en particulier pour le recyclage des déchets (à destination des industriels du ciment, du bois, du papier, des métaux, etc.) et leur valorisation énergétique ;
- o dans les domaines de l'emploi et de la formation, poursuivre une politique ambitieuse de gestion des ressources humaines, particulièrement en matière de formation et de politique d'insertion. Notamment :
 - procéder à plus de dix mille recrutements en Belgique d'ici 2015 ;
 - proposer, dans les différentes filiales du Groupe en Belgique de manière progressive et au plus tard en 2015, un niveau permanent de 500 postes de formation en alternance (apprentissage), démarche qui serait concrétisée avec les autorités et agences fédérales, régionales et communautaires concernées ;
- o maintenir en Belgique les sièges de ses responsabilités « Énergie Europe et International » et Tractebel Engineering, notamment,
- o ELECTRABEL se déclare prête à engager la préparation accélérée d'un programme d'investissements dans les énergies renouvelables, dont 500 M€ seraient réalisés au cours des années 2010 à 2015, ces engagements étant conditionnés aux possibilités d'accès aux sites et de mise en service des unités.

9

3. Les engagements repris ci-avant s'inscrivent dans la vision commune exposée en préambule et leur mise en œuvre effective lui est conditionnée. Il en va de même des dispositions suivantes relatives à la production d'électricité nucléaire en Belgique.

- o Soucieux d'assurer la meilleure sécurité d'approvisionnement en Belgique, de maintenir un niveau de prix équitable pour les consommateurs tant industriel que résidentiel, et de rencontrer ses obligations en terme d'efficacité énergétique et de développement des énergies renouvelables, conformément « au paquet Énergie-Climat » de l'Union Européenne, le Gouvernement confirme son intention de mener une politique énergétique basée sur l'établissement d'un plan ambilieux et volontariste d'économies d'énergie, sur le maintien d'un mix équilibré de combustibles primaires pour la production d'électricité et sur le développement accéléré des énergies renouvelables, ceci dans le cadre d'une sécurité d'alimentation d'énergie garantie sur le long terme pour le pays.
- o Dans cette optique, le Gouvernement prendra les dispositions juridiques appropriées afin d'assurer l'extension de la durée d'exploitation, et les autorisations y afférentes, des centrales nucléaires Doel 1, Doel 2 et Tihange 1 de quarante à cinquante ans.

Complémentairement aux travaux de suivi de la révision décennale des unités concernées, l'AFCN établira à l'attention du Ministre et pour le 31 décembre 2010 un premier rapport donnant un avis sur l'état d'avancement des travaux liés à l'extension et des mesures de sûreté y afférentes.

4. Un mécanisme structurel et permanent de suivi des engagements pris par l'ensemble des producteurs concernés sera mis en place et sera maintenu jusqu'au terme légal de fonctionnement des unités nucléaires. A ce titre, un Comité de suivi, composé de façon équilibrée de représentants du Gouvernement, des producteurs concernés et des partenaires sociaux, ainsi que de représentants de la Banque nationale, sera institué et disposera d'une base légale. Ce Comité aura pour mission d'évaluer chaque année l'évolution des coûts de production de l'énergie nucléaire et des prix de marché. Il établira à l'attention du Gouvernement un montant de contribution annuelle tenant compte de ces paramètres et du respect des engagements pris par les producteurs.

Le Comité se verra également confier la mission de vérifier annuellement que les prix pratiqués pour les ménages ne dépassent en aucun cas la moyenne des prix en vigueur dans les pays voisins, et de présenter un rapport spécial au Ministre de l'Énergie sur ce suivi.

Au surplus, ce Comité de suivi se verra attribuer le rôle de plate-forme permanente de concertation entre producteurs, pouvoirs publics et partenaires sociaux.

Outre les engagements décrits ci-avant, la contribution des producteurs au budget de l'État s'établira, en fonction de l'évolution des paramètres de coûts et de prix, et des estimations arrêtées à ce jour, pour les années allant de 2010 à 2014 inclus, entre 215 et 245 millions d'euros par an.

Pour les années suivantes et jusqu'au terme légal de fonctionnement des unités nucléaires, le Comité de suivi continuera à évaluer la réalisation des engagements pris par les producteurs concernés, et établira chaque année un montant des contributions au budget de l'Etat selon les modalités qui ont conduit aux montants dont question au paragraphe ci-avant.

Le Gouvernement prendra les dispositions légales nécessaires visant à assurer, au titre de redevance, le paiement effectif de ces contributions et à assurer le respect du niveau des prix pour les ménages dans le cadre de la moyenne des prix en vigueur dans les pays voisins.

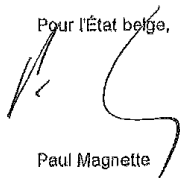
Sans préjudice des dispositions légales que le gouvernement se réserve de prendre, notamment pour exécuter la présente convention, et dans un délai maximum de huit mois à compter de la présente, l'Etat belge et les producteurs concernés s'engagent à rechercher de bonne foi à conclure un contrat, sous forme de contrat programme ou d'une autre forme juridique appropriée.

5. L'Etat et le Groupe GDF SUEZ ont convenus que les divers éléments faisant l'objet de la présente constituent un ensemble traduisant une vue prospective commune. Dès lors, la mise en œuvre effective de chacune des dispositions y figurant est conditionnée par le respect de l'ensemble du texte.

Les éventuels différends relatifs à la présente convention et à son exécution seront du ressort des cours et tribunaux belges ou d'une instance arbitrale, dans le respect des conventions internationales signées par l'Etat belge.

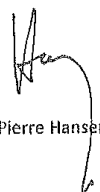
Fait à Bruxelles, le 22 octobre 2009

Pour l'Etat belge,

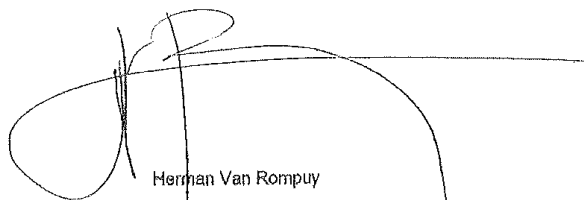


Paul Magnette

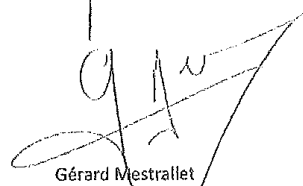
Pour GDF SUEZ,



Jean-Pierre Hansen



Herman Van Rompuy



Gérard Mestrallet

1.28 26 October 2009 - GDF SUEZ begins commercial operation of the world's largest power and desalination project in Saudi Arabia

On October 27th, GDF SUEZ will mark the commercial operation of the first power and desalination units of the Marafiq Independent Water and Power Project (IWPP) in the presence of HRH Prince Philippe of Belgium, Vincent Van Quickenborne, Minister of Economy and Reform, Jean-François Cirelli, Vice-Chairman and President of GDF SUEZ, Dirk Beeuwsaert, Vice-President of GDF SUEZ in charge of Energy Europe & International and Guy Richelle, Regional Manager of GDF SUEZ Energy Middle East-Asia & Africa.

Construction on the Marafiq project began in April 2007 and due to the record peak demand for both electricity and water, the Project has been supplying in excess of 500 MW and 100,000 Cubic meters per day of water to the Jubail Industrial City since July.

The 3.4 billion USD Marafiq IWPP will be fully operational in the course of 2010. The plant will then have a 2,750 MW power capacity and 800,000 m³/day seawater desalination facility, making it the world's major combined power and desalination plant.

The Marafiq IWPP will supply water and electricity to industrial and non-industrial customers of Jubail Industrial City, 95 km north of Dammam and to the Eastern Province of Saudi Arabia. The sale of the plant's entire energy and water output to the off-taker Marafiq is guaranteed in a 20 year Power and Water purchase agreement.

The exceptionally high water output will be sufficient to satisfy the daily needs of 5.5 million persons. The power capacity represents approximately 10% of the current installed capacity in Saudi Arabia of 29,000 MW which is planned to increase to 60,000 MW by 2020 to meet the Kingdom's rapidly increasing energy demand.

For the engineering studies and the follow up of the construction, GDF SUEZ took advantage of the know-how and expertise of one of its services subsidiaries, Tractebel Engineering.

With over 15 years of experience in the Gulf countries, GDF SUEZ is the leading private power developer with a direct equity interest in nearly 14,000 MW and more than 2.5 million m³ of water per day of desalination capacity. The Group also treats over 400,000 m³ /day of recycled and reused water and offers engineering and waste management solutions.

1.29 28 October 2009 - GDF SUEZ, Iberdrola and Scottish and Southern Energy to acquire site from Nuclear Decommissioning Authority

A consortium of GDF SUEZ SA ('GDF SUEZ'), Iberdrola SA ('Iberdrola') and Scottish and Southern Energy Plc ('SSE') has been successful in securing an option to purchase land for the development of a new nuclear power station at Sellafield on the Cumbrian Coast from the Nuclear Decommissioning Authority ('NDA') for a total cash consideration of £70m in the process which concluded today 28th October 2009.

The consortium was formed earlier this year to participate in the UK's nuclear new build programme. The consortium partners acknowledge that significant investments are required in the UK to replace the existing fleet of nuclear and coal power plants nearing decommissioning. These investments are critical for the security of electricity supply and the targeted reductions of CO₂ emissions. The consortium is committed to helping the UK achieve these goals supported by the experience, resources and skills of operating and delivering nuclear plants.

The consortium aims at building up the highest quality management and wishes therefore to develop strong and long term relationships with local communities. It also expects to contribute to Cumbria's 'Energy Coast' vision through the development of new reactors in the region as Cumbria constitutes a very sound location due to its established practice and nuclear tradition.

The consortium now intends to prepare detailed plans for developing a new nuclear power station at the site with a capacity up to 3.6 GW. These plans should be submitted for consideration by the relevant planning authorities, with the aim of being able to begin construction of a new power station around 2015. The consortium will also complete the preparation of a plan for maximising the contribution of UK-based suppliers and UK-based employees to the new development at Sellafield.

Paul Rorive, Senior VP Nuclear Activities Division of GDF SUEZ declared: "For GDF SUEZ, which has 45 years of involvement in the nuclear industry, the acquisition of the Sellafield site confirms the ambition to play a major role in the nuclear revival in the world in order to tackle the new energy and environmental challenges."

Commenting on the acquisition, Alistair Phillips-Davies, Energy Supply Director of SSE, said: Nuclear power is a tried and tested way of generating power that can help meet energy security and climate change objectives which we support. In line with our commitment to a diverse generation portfolio, we believe that some participation in new nuclear power stations makes sense and complements our core investment in renewable energy.

Pedro Azagra, Director of Development of Iberdrola, said: "We are delighted with the opportunity to develop the Sellafield site and thereby make an important contribution to the UK government's nuclear development programme. Iberdrola has a long tradition in building and operating nuclear plants around the world and looks forward to taking this process forward in conjunction with its consortium partners."

About the consortium

In February 2009, GDF SUEZ (37.5%), Iberdrola (37.5%) and Scottish and Southern Energy (25%) entered a partnership to jointly participate in the development of new nuclear power stations in the UK.

One of the leading energy providers in the world, GDF SUEZ is active across the entire energy value chain, in electricity and natural gas, upstream to downstream. It develops its businesses (energy, energy services and environment) around a responsible-growth model to take up the great challenges: responding to energy needs, ensuring the security of supply, fighting against climate change and maximizing the use of resources. GDF SUEZ relies on diversified supply sources as well as flexible and high-performance power generation in order to provide innovative energy solutions to individuals, cities and businesses. The Group employs 200 000 people worldwide and achieved revenues of €83.1 billion in 2008.

Iberdrola is a global, publicly listed company, with a 107-year history of contributing to the development of the energy sector, and providing quality and security of supply. Following a period of international expansion starting in 2001, Iberdrola is the fifth largest electricity group by market capitalization, with a presence in 40 countries and more than 28,5 million customers. Iberdrola is the leading energy group in Spain, one of the main operators in the United Kingdom and a world leader in wind energy. The company now has an installed capacity of 43,300 MW and a balanced, efficient and diversified generation mix.

Scottish and Southern Energy (SSE) is one of the UK's leading energy companies. It is involved in the generation, transmission, distribution and supply of electricity; energy trading; the development of

major renewable energy projects; the storage, distribution and supply of gas; electrical and utility contracting; and telecoms.

2 Electrabel

In the framework of a dialogue with the Belgian authorities to increase the good functioning of the electricity market, GDF SUEZ concluded in 2009 an agreement with SPE to cede 250 MW nuclear generation capacity in Belgium in order to create a better level playing field on the market.

In that same framework GDF SUEZ concluded in 2009 an agreement with E.ON to swap 1700 MW GDF SUEZ power generation capacity in Belgium with 1700 MW E.ON power capacity in Germany in order to encourage the entrance of a new competitor on the Belgian market.

Concerning its distribution network activities, GDF SUEZ decreased its share in the different Walloon Distribution System Operators (DSO) to an average of approximately 30%. GDF SUEZ also transferred its operational distribution network activities for the DSO's in Wallonia to the DSO subsidiary ORES.

For any other recent developments regarding Electrabel, see the section “**Description of Electrabel**” of this Base Prospectus as well as the description above at “**GDF SUEZ**” (and more specifically the developments in relation to the activities performed by its business line “GDF SUEZ Energy Europe and International”).

TAXATION

The following is a general description of certain French and Belgian tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in France, Belgium or elsewhere. Prospective purchasers of Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of those countries. This summary is based upon the current legislation, published case law and other published guidelines and regulations as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date (potentially with retroactive effect). This description is for general information only and does not purport to be comprehensive.

France

Payments of interest and other revenues made by GDF SUEZ in respect of the Notes will be made without withholding or deduction for, or on account of, the withholding tax set out under Article 125 A III of the French tax code, as provided by Article 131 *quater* of the French tax code, to the extent that the Notes are issued (or are deemed to be issued) outside France.

Notes, whether denominated in Euro or in any other currency, which constitute *obligations or titres de créances négociables*, or other debt securities considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France, in accordance with Circular 5 I-11-98 of the *Direction générale des impôts* dated 30 September 1998 and Rulings 2007/59 (FP) and 2009/23 (FP) of the *Direction générale des impôts* dated 8 January 2008 and 7 April 2009, respectively.

French withholding tax regime applicable to Notes which do not constitute *obligations or titres de créances négociables*, or other debt securities considered by the French tax authorities as falling into similar categories will be set out in the relevant Final Terms.

The directive 2003/48/EC on the taxation of savings income has been implemented in French law under Article 242 ter of the French tax code, which imposes on paying agents based in France an obligation to report to the French tax authorities certain information with respect to interest payments made to beneficial owners domiciled in another Member State, including, among other things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner.

Belgium

Withholding tax

Any payment of interest (as defined by Belgian tax law) on the Notes made through a paying agent in Belgium will in principle be subject to Belgian withholding tax on the gross amount of the interest, currently at the rate of 15%. A gain arising on the repurchase or redemption of the Notes by the Issuer is taxable as interest. In addition, if the Notes qualify as fixed income securities in the meaning of article 2, §1, 8° Belgian Income Tax Code (“ITC”), in case of a realisation of the Notes between two interest payment dates, an income equal to the pro rata of accrued interest corresponding to the detention period is taxable as interest (a Note will be a fixed income security if there is a causal link between the amount of interest income and the detention period of the Note, on the basis of which it is possible to calculate the amount of pro rata interest

income at the moment of the sale of the Notes during their lifetime). For the purposes of the following paragraphs, such gains and pro rata of accrued interest are therefore referred to as interest. Exemptions may be available on the basis of Belgian domestic law subject to certain conditions. Tax treaties may also provide for a reduction of the withholding tax rate or in some cases for an exemption in respect of interest on the Notes issued by Electrabel to foreign investors.

The holding of the Notes in the NBB settlement system (see “**Clearing of the Electrabel Dematerialised Notes**” on page 53 of this Base Prospectus) permits most types of investors (the “**Eligible Investors**”, see below) to collect interest on their Notes free of withholding tax, and to trade their Notes on a gross basis.

Participants in the NBB system must keep the Notes they hold for the account of Eligible Investors on so called “**X accounts**”, and those they hold for the account of non-Eligible Investors on “**N accounts**”. Payments of interest made through X accounts are free of withholding tax; payments of interest made through N accounts are subject to a withholding tax of 15%, which NBB deducts from the payment and pays over to the tax authorities.

Transfers of Notes between an X account and an N account give rise to certain adjustment payments on account of withholding tax:

- A transfer from an N account to an X account gives rise to the payment by the transferor non-Eligible Investor to NBB of withholding tax on the accrued fraction of interest calculated from the last interest payment date up to the transfer date.
- A transfer from an X account to an N account gives rise to the refund by NBB to the transferee non-Eligible Investor of withholding tax on the accrued fraction of interest calculated from the last interest payment date up to the transfer date.
- Transfers of Notes between two X accounts do not give rise to any adjustment on account of withholding tax.

These adjustment mechanics are such that parties trading the Notes on the secondary market, irrespective of whether they are Eligible or non-Eligible Investors, are in a position to quote prices on a gross basis.

The main categories of Eligible Investors are as follows:

- Belgian resident corporate investors subject to Belgian corporate income tax;
- semi-public governmental social security institutions or similar institutions;
- non-resident corporate investors who are subject to the Belgian non-resident income tax, whether they have used the Notes for the exercise of a professional activity in Belgium or not;
- non-resident individuals who are subject to the Belgian non-resident income tax, and who have not used the Notes for the exercise of a professional activity in Belgium; and
- non incorporated foreign collective investment schemes organised as an undivided estate and managed by a management company on behalf of the participants (such as *fonds communs de placement* / *gemeenschappelijke beleggingsfondsen*) whose units are not publicly issued or marketed in Belgium.

The main categories of non-Eligible Investors are as follows:

- Belgian resident individuals; and
- Belgian non profit organisations that do not qualify as Eligible Investors.

(The above categories summarise the detailed definitions contained in Article 4 of the royal decree of 26 May 1994, to which investors should refer for a precise description of the relevant eligibility rules.)

Upon opening an X-Account with the X/N Clearing System or a Participant, an Eligible Investor is required to provide a statement of its eligible status on a form approved by the Belgian Minister of Finance. There are no ongoing declaration requirements for eligible investors save that they need to inform the Participants of any change of the information contained in the statement of their eligible status. However, Participants are required to make annual declarations to the Clearing System Operator as to the eligible status of each investor for whom they hold Notes in an X-Account.

These identification requirements do not apply to Notes held by Eligible Investors through Euroclear or Clearstream Luxembourg or their sub-participants outside of Belgium, provided that these institutions or sub-participants only hold X-Accounts and are able to identify the identity of the accountholder.

Income tax

- **Belgian Resident Companies**

Noteholders who are residents of Belgium and who are subject to Belgian corporate income tax, are liable to corporate income tax on the income of the Notes and on the capital gains realised upon the disposal of the Notes. Capital losses realised upon the disposal of the Notes are in principle tax deductible. Current normal corporate income tax rate in Belgium is 33.99%.

- **Belgian Resident Legal Entities**

For Noteholders who are residents of Belgium and who are subject to Belgian legal entities income tax, the 15% withholding tax levied on the interest will constitute the final tax burden in respect of such income. If no Belgian withholding tax was levied, they will have to declare the interest and pay the applicable withholding tax to the Treasury themselves.

Belgian legal entities are not liable to income tax on capital gains realised upon the disposal of the Notes. Capital losses realised upon disposal of the Notes are in principle not tax deductible.

- **Resident Individuals**

For Noteholders who are residents of Belgium and who are subject to Belgian personal income tax and who hold the Notes as a private investment, the 15% withholding tax levied in Belgium on the interest will constitute the final tax burden in respect of such income.

Belgian resident individuals are not liable to income tax on capital gains realised upon the disposal of the Notes, provided that the Notes have not been used for their professional activity and that the capital gain is realised within the framework of the normal management of their private estate. Capital losses realised upon disposal of the Notes held as a non-professional investment are in principle not tax deductible.

- **Non-Residents of Belgium**

Noteholders who are non-residents of Belgium for Belgian tax purposes, who are not holding the Notes through a Belgian establishment and who do not invest the Notes in the course of their Belgian professional activity will not incur or become liable for any Belgian tax on income or capital gains (save as the case may be, in the form of withholding tax) by reason only of the acquisition, ownership or disposal of the Notes.

Miscellaneous Taxes

- The sale of the Notes on the secondary market executed in Belgium through a financial intermediary will trigger a tax on stock exchange transactions of 0.07% (due on each sale and acquisition separately) with a maximum of €500 per party and per transaction. An exemption is available for non-residents and certain Belgian institutional investors acting for their own account provided that certain formalities are respected.

The *reportverrichtingen / opérations de reports* through the intervention of a financial intermediary are subject to a tax of 0.085% (due per party and per transaction) with a maximum of €500 per party and per transaction. An exemption is available for non-residents and certain Belgian institutional investors provided that certain formalities are respected.

EU Savings Directive

On 3 June 2003, the European Council of Economics and Finance Ministers adopted Directive 2003/48/EC on the taxation of savings income (the “**Directive**”). Pursuant to the Directive and subject to a number of conditions being met, Member States are required, since 1 July 2005, to provide to the tax authorities of another Member State, inter alia, details of payments of interest within the meaning of the Directive (interest, premium or other debt income) made by a paying agent located within its jurisdiction to, or for the benefit of, an individual resident in that other Member State or to certain limited types of entities established in that other Member State (the “**Disclosure of Information Method**”).

For these purposes, the term “**paying agent**” is defined widely and includes in particular any economic operator who is responsible for making interest payments, within the meaning of the Directive, for the immediate benefit of individuals.

However, throughout a transitional period, certain Member States (Belgium, the Grand-Duchy of Luxembourg and Austria), instead of using the Disclosure of Information Method used by other Member States, unless the relevant beneficial owner elects for the Disclosure of Information Method, or unless the Member State elects otherwise during this transitional period, withhold an amount on interest payments. The rate of such withholding tax equals 20% as from 1 July 2008 and will increase to 35% as from 1 July 2011 until the end of the transitional period.

Such transitional period will end at the end of the first full fiscal year following the later of (i) the date of entry into force of an agreement between the European Community, following a unanimous decision of the European Council, and the last of Switzerland, Liechtenstein, San Marino, Monaco and Andorra, providing for the exchange of information upon request as defined in the OECD Model Agreement on Exchange of Information on Tax Matters released on 18 April 2002 (the “**OECD Model Agreement**”) with respect to interest payments within the meaning of the Directive, in addition to the simultaneous application by those same countries of a withholding tax on such payments at the rate applicable for the corresponding periods mentioned above and (ii) the date on which the European Council unanimously agrees that the United States of America is committed to exchange of information upon request as defined in the OECD Model Agreement with respect to interest payments within the meaning of the Directive. However, according to the royal decree dated 27 September 2009 and published in the Belgian State Gazette on 1 October 2009, the Belgian State has elected to switch to the Disclosure of Information Method which will be in force as from 1 January 2010..

A number of non-EU countries and dependent or associated territories have agreed to adopt similar measures (transitional withholding or exchange of information) with effect since 1 July 2005.

The directive 2003/48/EC on the taxation of savings income has been implemented in French law under Article 242 ter of the French tax code, which imposes on paying agents based in France an obligation to

report to the French tax authorities certain information with respect to interest payments made to beneficial owners domiciled in another Member State, including, among other things, the identity and address of the beneficial owner and a detailed list of the different categories of interest paid to that beneficial owner.

On 15 September 2008, the European Commission issued a report to the Council of the European Union on the operation of the Directive, which included the Commission's advice on the need for changes to the Directive. On 13 November 2008, the European Commission published a more detailed proposal for amendments to the Directive, which included a number of suggested changes. If any of those proposed changes are made in relation to the Directive, they may amend or broaden the scope of the requirements described above.

SUBSCRIPTION AND SALE

Summary of Dealer Agreement

Subject to the terms and on the conditions contained in an amended and restated dealer agreement dated 4 November 2009 (the “**Dealer Agreement**”) between the Issuers, the Guarantor, the Permanent Dealers and the Arranger, the Notes will be offered on a continuous basis to the Permanent Dealers. Each Issuer will enter into a supplement to the Dealer Agreement in connection with the issue by it of any Notes. Each 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 relevant Issuer through the Dealers, acting as agents of such 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 relevant Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuers have agreed to reimburse the Arranger for certain of its expenses incurred in connection with the establishment of the Programme and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of Notes on a syndicated basis will be stated in the relevant Final Terms.

The relevant Issuer (failing whom in the case of Electrabel, the Guarantor) 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 relevant Issuer.

Selling Restrictions

United States

The Notes and the Guarantee have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”), or with any securities regulatory authority of any state or other jurisdiction of the U.S., 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 and in compliance with any applicable state securities laws. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Materialised Bearer Notes are, and Dematerialised Notes issued by Electrabel may be, considered bearer notes under U.S. tax law which 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 and regulations thereunder.

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 Bearer Notes and Dematerialised Notes issued by Electrabel, deliver Notes of any Tranche, (i) as part of its distribution at any time or (ii) otherwise until 40 days after completion of the distribution of such Tranche as determined, and certified to the relevant Issuer, by the Fiscal Agent, or in the case of Notes issued on a syndicated basis, the Lead Manager, 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 out 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.

The Notes are being offered and sold outside the United States to non-U.S. persons in compliance with Regulation S and U.S. tax law.

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

This Base Prospectus has been prepared by the Issuers for use in connection with the offer and sale of the Notes outside the United States. The Issuers 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 or to any U.S. person. Distribution of this Base Prospectus by any non-U.S. person outside the United States to any other person within the United States, other than those persons, if any, retained to advise such non-U.S. person with respect thereto, is unauthorised and any disclosure without the prior written consent of the Issuer or any of its contents to any such U.S. person or other person within the United States, other than those persons, if any, retained to advise such non-U.S. person, is prohibited.

Each issue of index-, commodity- or currency-linked Notes shall be subject to such additional U.S. selling restrictions as the relevant Dealer(s) shall agree with the Issuer as a term of the issue and purchase or, as the case may be, subscription of such Notes. Any such additional selling restrictions shall be included in the relevant Final Terms.

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State:

- (a) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a “**Non-exempt Offer**”), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable;
- (b) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- (c) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;

- (d) at any time to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (e) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3(2) of the Prospectus Directive;

provided that no such offer of Notes referred to in (b) to (e) above shall require the Issuers or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of Notes to the public**” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “**Prospectus Directive**” means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

United Kingdom

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

- (a) in relation to any Notes which have a maturity of less than one year, (i) 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 (ii) 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 as 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 Financial Services and Markets Act 2000 (the “**FSMA**”) by the relevant Issuer or the Guarantor;
- (b) 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 relevant Issuer or the Guarantor; and
- (c) 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 that:

- (i) Offer to the public in France:
it has only made and will only make an offer of Notes to the public in France in the period beginning on the date of the approval of the prospectus relating to those Notes by the *Autorité des marchés financiers*, all in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et*

financier and the *Règlement général* of the AMF, and ending at the latest on the date which is 12 months after the date of the approval of the Base Prospectus; or

(ii) Private placement in France:

it has not offered or sold and will not offer or sell, directly or indirectly, any Notes to the public in France and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) persons providing investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*) as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the French *Code monétaire et financier*.

Belgium

The Notes may only be offered or sold, directly or indirectly, to the public in the Kingdom of Belgium in accordance with applicable laws relating to public offerings (which are in particular embodied in the Law of 16 June 2006 on the public offer of investment instruments and the admission to trading of investment instruments on a regulated market as amended or replaced from time to time).

The Notes may not be sold to any person qualifying as a consumer within the meaning of Article 1.7° of the Belgian law of 14th July 1991 on consumer protection and trade practices unless such sale is made in compliance with this law and its implementing regulation.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the “**Financial Instruments and Exchange Law**”). Accordingly, each of the Dealers has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to a resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Law and other relevant laws and regulations of Japan.

General

These selling restrictions may be modified by the agreement of the Issuers, the Guarantor and the Dealers. Any such modification or supplement will be set out in the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Base Prospectus.

No action has been taken in any jurisdiction that would permit an offer to the public 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.

Each Dealer has agreed that it will 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 obtain any consent, approval or permission required for the purchase, offer or sale of Notes under the laws and regulations in force in any jurisdiction in which it makes such purchase, offer or sale and none of the Issuers, the Guarantor (in the case of Notes issued by Electrabel) or any other Dealer shall have responsibility therefore.

Each of the Dealers and the Issuers has represented and agreed that Materialised Notes may only be issued outside France and the United States.

Each of the Dealers and the Issuers have represented and agreed that Materialised Notes may not be physically delivered in Belgium other than to a clearing system, a depository or another similar institution for the purpose of their immobilisation.

FORM OF FINAL TERMS

The Final Terms in respect of each Tranche will be substantially in the following form, duly completed to reflect the particular terms of the relevant Notes and their issue.

FORM OF FINAL TERMS 1 – FOR USE IN CONNECTION WITH THE ISSUE BY GDF SUEZ OF NOTES WITH A DENOMINATION OF LESS THAN €50,000 TO BE ADMITTED TO TRADING ON A REGULATED MARKET AND/OR OFFERED TO THE PUBLIC IN THE EUROPEAN ECONOMIC AREA

Final Terms dated [●]

[Logo, if document is printed]

GDF SUEZ

Electrabel

Euro 25,000,000,000

Euro Medium Term Note Programme
for the issue of Notes

Due from one month from the date of original issue

SERIES NO: [●]

TRANCHE NO: [●]

[Brief description and Amount of Notes]

Issued by: GDF SUEZ (the “**Issuer**”)

[Name(s) of Dealer(s)]

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer of the Notes may only do so in:

- (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or
- (ii) in those Public Offer Jurisdictions mentioned in Paragraph 39 of Part A below, provided such person is one of the persons mentioned in Paragraph 39 of Part A below and that such offer is made during the Offer Period specified for such purpose therein.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances]¹⁵.

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a “**Relevant Member State**”) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances] ¹⁶.

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated [●] which received visa no. [●] from the *Autorité des marchés financiers* (the “**AMF**”) on [●] [and the supplement to the Base Prospectus dated [●] which received visa no. [●] from the AMF on [●]] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (the “**Prospectus Directive**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive 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. The Base Prospectus [and the supplement to the Base Prospectus] [is] [are]] available for viewing on the website of the AMF (www.amf-france.org) and of GDF SUEZ (www.gdfsuez.com) and copies may be obtained from GDF SUEZ at 16-26, rue du Docteur Lancereaux, 75008 Paris, France.

The following alternative language applies if the first tranche of an issue which is being increased was issued under [a Base Prospectus / an Offering Circular] with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the [Base Prospectus/Offering Circular] dated [original date] which received visa no. [●] from the *Autorité des marchés financiers* (the “**AMF**”) on [●] [and the supplement to the Base Prospectus dated [●] which received visa no. [●] from the AMF on [●]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (the “**Prospectus Directive**”) and must be read in conjunction with the Base Prospectus dated [current date] which received visa no. [●] from the AMF on [●] [and the supplement to the Base Prospectus dated [●] which received visa no. [●] from the AMF on [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the [Base Prospectus/Offering Circular] dated [original date] [and the supplement to the Base Prospectus dated [●] 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 and the [Base Prospectus/Offering Circular] dated [original date] and the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [●]. The [Base Prospectus/Offering Circular] [and the supplement to

¹⁵ Include this legend where a non-exempt offer of Notes is anticipated.

¹⁶ Include this legend where only an exempt offer of Notes is anticipated.

the Base Prospectus] are available for viewing on the website of the AMF (www.amf-france.org) and of GDF SUEZ (www.gdfsuez.com) and copies may be obtained from GDF SUEZ at 16-26, rue du Docteur Lancereaux, 75008 Paris, France.

[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 subparagraphs. Italics denote guidance for completing the Final Terms.]

[When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]

1	(i) Issuer:	GDF SUEZ
	(ii) Guarantor:	Not Applicable
2	(i) Series Number:	[●]
	(ii) [Tranche Number:	[●]
	(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).]	
3	Specified Currency or Currencies:	[●]
4	Aggregate Nominal Amount:	[●]
	(i) Series:	[●]
	(ii) Tranche:	[●]
		[●]% of the Aggregate Nominal Amount [plus accrued interest from <i>[insert date]</i> (in the case of fungible issues only if applicable)]
5	Issue Price:	
6	Specified Denominations:	[●] ¹⁷ (one denomination only for the Dematerialised Notes)
		[●]
7	(i) Issue Date:	[●]
	(ii) [Interest Commencement Date	[Specify/Issue Date/Not Applicable]
8	Maturity Date:	[specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]
9	Interest Basis:	[[●]% Fixed Rate]

¹⁷ Section 6: Add the following language if the programme allows for issues of securities with a maturity of less than one year and the issuer is not an authorised person permitted to accept deposits or an exempt person under the UK Financial Services and Markets Act 2000. Delete square-bracketed text for issuers incorporated in the UK or within S 418 FSMA. The issue of securities with a maturity of less than one year by such issuers, where the issue proceeds are to be accepted in the United Kingdom, or, in the case of issuers incorporated in the UK or within S 418 FSMA, will be subject to S 19 FSMA unless their denomination is £100,000 or more (or its equivalent in other currencies) and they are only issued to “professionals” within Article 9(2)(a) of the Financial Services and Markets Act (Regulated Activities) Order 2001: Notes [(including Notes denominated in Sterling) 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 S 19 FSMA and] which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies). Add appropriate provisions to terms and conditions if included.

		[[specify reference rate] +/- [●]% Floating Rate]
		[Zero Coupon]
		[Index Linked Interest]
		[Other (specify)]
		(further particulars specified below)
10	Redemption/Payment Basis ¹⁸ :	[Redemption at par] [Index Linked Redemption] [Dual Currency] [Partly Paid] [Instalment] [Other (specify)]
11	Change of Interest or Redemption/Payment Basis	[Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis]
12	Put/Call Options:	[Investor Put] [Issuer Call] [Put Option in case of Change of Control] [(further particulars specified below)]
13	(i) Status of the Notes:	Unsubordinated
	(ii) [Date [Board] approval for issuance of Notes obtained:	[●] [and [●], respectively]] (N.B Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes] ¹⁹
14	Method of distribution:	[Syndicated/Non-syndicated]
PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE		
15	Fixed Rate Note Provisions	[Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
	(i) Rate[(s)] of Interest:	[●]% per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
	(ii) Interest Payment Date(s):	[●] in each year [adjusted in accordance with [specify Business Day Convention and any applicable Business Centre(s) for the definition of “Business Day”]/not adjusted]
	(iii) Fixed Coupon Amount(s):	[●] per [●] in nominal amount
	(iv) Broken Amount(s):	[Insert particulars of any initial or final broken interest]

¹⁸ If the Final Redemption Amount is more or less than 100 % of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.

¹⁹ An issue of Notes (to the extent they constitute obligations) by GDF SUEZ, will be authorised by a resolution of the Conseil d'Administration. The Conseil d'Administration may delegate its powers within one year from the date of such authorisation to one or more of its members, its Directeur Général or, with the approval of the latter, to one or more Directeurs Généraux Délégués. All other securities issued under the Programme by GDF SUEZ, to the extent they do not constitute obligations, will fall within the general powers of the Président-Directeur Général of GDF SUEZ (or, should GDF SUEZ decide to appoint a separate Président-Directeur Général or Directeur Général Délégué, Président-Directeur Général or Directeur Général Délégué), or any other authorised official acting by delegation.

		<i>amounts which do not correspond with the Fixed Coupon Amount(s) and the Interest Payment Date(s) to which they relate]</i>
	(v) Day Count Fraction (Condition 5(a)):	[30/360 / Actual/Actual ([ICMA]/ISDA) / other] ²⁰
	(vi) Determination Dates (Condition 5(a)):	[●] in each year (<i>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)</i>)
	(vii) Other terms relating to the method of calculating interest for Fixed Rate Notes:	[Not Applicable/give details]
16	Floating Rate Note Provisions	[Applicable/Not Applicable] (<i>If not applicable, delete the remaining sub-paragraphs of this paragraph</i>)
	(i) Interest Period(s)	[●]
	(ii) Specified Interest Payment Dates:	[●]
	(iii) Business Day Convention:	[Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other (<i>give details</i>)]
	(iv) Business Centre(s) (Condition 5(a)):	[●]
	(v) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination/other (<i>give details</i>)]
	(vi) Interest Period Date(s)	[Not Applicable/ <i>specify dates</i>]
	(vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):	[●]
	(viii) Screen Rate Determination (Condition 5(c)(iii)(B)):	
	– Relevant Time:	[●]
	– Interest Determination Date(s):	[[●] [TARGET] <i>Business Days in [specify city] for [specify currency] prior to [the first day of each Interest Accrual Period/each Interest Payment Date]</i>
	– Primary Source for Floating Rate:	[Specify relevant screen page or “ Reference Banks ”]

²⁰ Only Actual/Actual and Actual/360 are applicable for Electrabel Dematerialised Notes denominated in Euro to be cleared in the X/N Clearing System.

	– Reference Banks (if Primary Source is “ Reference Banks ”):	[Specify four]
	– Relevant Financial Centre:	<i>[The financial centre most closely connected to the Benchmark - specify if not London]</i>
	– Benchmark:	<i>[LIBOR, LIBID, LIMEAN, EURIBOR or other benchmark]</i>
	– Representative Amount:	<i>[Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount]</i>
	– Effective Date:	<i>[Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period]</i>
	– Specified Duration:	<i>[Specify period for quotation if not duration of Interest Accrual Period]</i>
(ix)	ISDA Determination (Condition 5(c)(iii)(A)):	[•]
	– Floating Rate Option:	[•]
	– Designated Maturity:	[•]
	– Reset Date:	[•]
	– ISDA Definitions (if different from those set out in the Conditions)	[•]
(x)	Margin(s):	[+/-][•]% per annum
(xi)	Minimum Rate of Interest:	[•]% per annum
(xii)	Maximum Rate of Interest:	[•]% per annum
(xiii)	Day Count Fraction (Condition 5(a)):	[•]
(xiv)	Rate Multiplier:	[•]
(xv)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[•]
17	Zero Coupon Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Amortisation Yield (Condition 6(e)(i)):	[•]% per annum
(ii)	Day Count Fraction (Condition 5(a)):	[•]

	(iii) Any other formula/basis of determining amount payable:	[●]
18	Index-Linked Interest Note/other variable-linked interest Note Provisions	[Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
	(i) Index/Formula/other variable:	[give or annex details]
	(ii) Party responsible for calculating the interest due (if not the Calculation Agent):	[●]
	(iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable:	
	(iv) Interest Period(s):	[●]
	(v) Provisions for determining Coupon where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[●]
	(vi) Specified Interest Payment Dates:	[●]
	(vii) Business Day Convention:	[Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
	(viii) Business Centre(s) (Condition 5(a)):	[●]
	(ix) Minimum Rate of Interest:	[●]% per annum
	(x) Maximum Rate of Interest:	[●]% per annum
	(xi) Day Count Fraction (Condition 5(a)):	[●]
19	Dual Currency Note Provisions²¹	[Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
	(i) Rate of Exchange/method of calculating Rate of Exchange:	[give details]
	(ii) Party responsible for calculating the principal and/or interest due (if not the	[●]

²¹ If the Final Redemption Amount is more or less than 100 % of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.

Calculation Agent):

- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:
- (iv) Person at whose option [•]
Specified Currency(ies) is/are payable:
- (v) Day Count Fraction (Condition [•]
5(a)):

PROVISIONS RELATING TO REDEMPTION

- | | | |
|-----------|---|---|
| 20 | Call Option | <p>[Applicable/Not Applicable]
 <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p> |
| | (i) Optional Redemption Date(s): | [•] |
| | (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): | [•] per Note [of [•] Specified Denomination] ²² |
| | (iii) If redeemable in part: | |
| | (a) Minimum nominal amount to be redeemed: | [•] |
| | (b) Maximum nominal amount to be redeemed: | [•] |
| | (iv) Option Exercise Date(s): | [•] |
| | (v) Description of any other Issuer's option: | [•] |
| | (vi) Notice period ²³ : | [•] |
| 21 | Put Option | <p>[Applicable/Not Applicable]
 <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i></p> |
| | (i) Optional Redemption Date(s): | [•] |
| | (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): | [•] per Note [of [•] Specified Denomination] ²⁴ |
| | (iii) Option Exercise Date(s): | [•] |

²² Delete bracketed text in the case of Dematerialised Notes.

²³ If setting notice periods which are different to those provided in the terms and conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and its fiscal agent.

²⁴ Delete bracketed text in the case of Dematerialised Notes.

	(iv) Description of any other Issuer's option:	[•]
	(v) Notice period (if other than set out in the Conditions):	[•]
22	Change of Control Put Option	[Applicable/Not Applicable]
23	Final Redemption Amount of each Note ²⁵	[[•] per Note [of [•] Specified Denomination] ²⁶ /other/see Appendix]
	In cases where the Final Redemption Amount is Index-Linked or other variable-linked:	
	(i) Index/Formula/variable:	[give or annex details]
	(ii) Party responsible for calculating the Final Redemption Amount (if not the Calculation Agent):	[•]
	(iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable:	[•]
	(iv) Determination Date(s):	[•]
	(v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted:	[•]
	(vi) Payment Date:	[•]
	(vii) Minimum Final Redemption Amount:	[•]
	(viii) Maximum Final Redemption Amount:	[•]
24	Early Redemption Amount	
	(i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons (Condition 6(f)), for illegality (Condition 6(j)) or on	[•]

²⁵ If the Final Redemption Amount is more or less than 100 % of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.

²⁶ Delete bracketed text in the case of Dematerialised Notes.

event of default (Condition 9)
or other early redemption
and/or the method of
calculating the same (if
required or if different from
that set out in the Conditions):

- (ii) Redemption for taxation reasons permitted on days others than Interest Payment Dates (Condition 6(f)): [Yes/No]
- (iii) Unmatured Coupons to become void upon early redemption (Materialised Bearer Notes only) (Condition 7(f)): [Yes/No/Not Applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 25** Form of Notes: [Dematerialised Notes/Materialised Notes] (Materialised Notes are only in bearer form and may only be issued outside France. Materialised Notes may not be physically delivered in Belgium, other than to a clearing system, a depository or another similar institution for the purpose of their immobilisation.)
[Delete as appropriate]
- (i) Form of Dematerialised Notes: [Not Applicable/specify whether Bearer dematerialised form (*au porteur*)/Administered Registered Dematerialised form (*au nominatif administré*)/Fully Registered dematerialised form (*au nominatif pur*)]
- (ii) Registration Agent [Not Applicable/Applicable] [*if applicable give name and details*] (*note that a registration agent must be appointed in relation to Fully Registered Dematerialised Notes only*)
- (iii) Temporary Global Certificate: [Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Notes on [●] (the “**Exchange Date**”), being 40 days after the Issue Date subject to postponement as specified in the Temporary Global Certificate]
- (iv) Applicable TEFRA exemption: [C Rules/D Rules/Not Applicable] (*Only applicable to Materialised Notes*)
- 26** Financial Centre(s) (Condition 7(h)) or other special provisions relating to Payment Dates: [Not Applicable/give details. Note that this item relates to the date and place of payment, and not interest period end dates, to which items 15 (ii), 16(iii) and 18(vii) relates]
- 27** Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such [Yes/No. If yes, give details]

- Talons mature):
- 28** Details relating to Partly Paid Notes: [Not Applicable/give details]
amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:
- 29** Details relating to Instalment Notes: [Not Applicable/give details]
(i) Instalment Amount(s): [•]
(ii) Instalment Date(s): [•]
(iii) Minimum Instalment Amount: [•]
(iv) Maximum Instalment Amount: [•]
- 30** Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition 1(e)] apply]
- 31** Consolidation provisions: [Not Applicable/The provisions [in Condition 15(b)] apply]
- 32** Masse (Condition 11) [Applicable/Not Applicable/Condition 11 replaced by the full provisions of French *Code de Commerce* relating to the Masse] *(Note that: (i) in respect of any Tranche of Notes issued outside France, Condition 11 may be waived, amended or supplemented, and (ii) in respect of any Tranche of Notes issued inside France, Condition 11 must be waived in its entirety and replaced by the provisions of the French Code de Commerce relating to the Masse. If Condition 11 (as it may be amended or supplemented) applies or if the full provisions of the French Code de Commerce apply, insert details of Representative and Alternative Representative and remuneration, if any).*
- 33** Other final terms: [Not Applicable/give details]
(When adding any other final terms consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)

DISTRIBUTION

- 34** (i) If syndicated, names and addresses of Managers and underwriting commitments: [Not Applicable/give names, addresses and underwriting commitments]
(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the

issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.)

- | | | |
|-------|--|---|
| (ii) | Date of [Subscription] Agreement: | [●] |
| (iii) | Stabilising Manager(s) (if any): | [Not Applicable/give name] |
| 35 | If non-syndicated, name and address of Dealer: | [Not Applicable/give name and address] |
| 36 | Total commission and concession: | [●]% of the Aggregate Nominal Amount |
| 37 | Additional selling restrictions: | [Not Applicable/give details] |
| 38 | United States of America: | <p>Category 2 restrictions apply to the Notes</p> <p><i>Specify whether the Notes are subject to TEFRA C or TEFRA D Rules.</i></p> <p><i>[Specify Exchange Date].</i></p> |
| 39 | Non-Exempt Offer: | <p>[Not Applicable] [An offer of the Notes may be made by the Managers [and <i>[specify, if applicable]</i>] other than pursuant to Article 3(2) of the Prospectus Directive in <i>[specify relevant Member State(s) - which must be jurisdictions where the Prospectus and any supplements have been passported]</i> (“Public Offer Jurisdictions”) during the period from <i>[specify date]</i> until <i>[specify date]</i> (“Offer Period”). See further Paragraph 12 of Part B below.</p> |

[LISTING AND ADMISSION TO TRADING APPLICATION]

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the €25,000,000,000 Euro Medium Term Note Programme of GDF SUEZ.]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [[●] has been extracted from [●]. 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 [●], no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

Duly authorised

PART B – OTHER INFORMATION

1 RISK FACTORS

[Insert any risk factors that are material to the Notes being offered and/or listed and admitted to trading in order to assess the market risk associated with these Notes and that may affect the Issuer's ability to fulfil its obligations under the Notes which are not covered under "Risk Factors" in the Base Prospectus. If any such additional risk factors need to be included consideration should be given as to whether they constitute a "significant new factor" and consequently triggers the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]

2 LISTING AND ADMISSION TO TRADING

- (i) Listing: [Euronext Paris/other (specify)/None]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [●] with effect from [●].] [Not Applicable.]
(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)
- (iii) Estimate of total expenses related to admission to trading: [●]
- (iv) Additional publication of Base Prospectus and Final Terms: [●] *(See Condition 16 which provides that the Base Prospectus and Final Terms of Notes admitted to trading on any regulated market of the EEA will be published on the website of the Autorité des marchés financiers. Please provide for additional methods of publication in respect of an admission to trading on a regulated market other than the Autorité des marchés financiers)*

3 RATINGS

Ratings: The Notes to be issued have been rated:
[S & P: [●]]
[Moody's: [●]]
[[Other]: [●]]
[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(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.)

4 [NOTIFICATION]

The *Autorité des marchés financiers* [has been requested to provide/has provided - include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues] the [include names of competent authorities of host Member States] with a certificate of approval attesting that the Base

Prospectus has been drawn up in accordance with the Prospectus Directive.]

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

Need to include a description of any interest, including conflicting ones, 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:

“Save as discussed in [“Subscription and Sale”], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.”]

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

[(i) Reasons for the offer [●]

(See [“Use of Proceeds”] wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks 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.)

[(iii)] Estimated total expenses: [●] [Include breakdown of expenses.]

(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)

7 [Fixed Rate Notes only – YIELD]

Indication of yield: [●]

[(Only applicable for offer to the public in France) [yield gap of [●] per cent. in relation to tax free French government bonds (obligations assimilables au Trésor (OAT)) of an equivalent duration.].]

Calculated as [include details of method of calculation in summary form] on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

8 [Floating Rate Notes only – HISTORIC INTEREST RATES]

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]

**9 [Index-Linked or other variable-linked Notes only – PERFORMANCE OF
INDEX/FORMULA/OTHER VARIABLE, EXPLANATION OF EFFECT ON VALUE OF
INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION
CONCERNING THE UNDERLYING**

*Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]*²⁷

10 [Dual Currency Notes only – PERFORMANCE OF RATE[S] OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

11 [Derivatives Only - OTHER INFORMATION CONCERNING THE SECURITIES TO BE [OFFERED]/[ADMITTED TO TRADING]]²⁸

Name of the issuer of the underlying security: [•]

ISIN Code: [•]

Underlying interest rate: [•]

Relevant weightings of each underlying in the basket: [•]

Adjustment rules with relation to events concerning the underlying: [•]

Source of information relating to the [Index]/[Indices]: [•]

Place where information relating to the [Index]/[Indices] can be obtained: [•]

Name and address of entities which have a firm commitment to act as intermediaries in secondary trading: [•]

Details of any market disruption/settlement disruption events affecting the underlying: [•]

Exercise price/find reference price of underlying: [•]

Details of how the value of investment is affected by the value of the underlying instrument(s): [•]

Details of settlement procedure of derivative securities: [•]

²⁷ Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

²⁸ Required for derivative securities.

Details of how any return on derivative securities takes place, payment or delivery date, and manner of calculation: [•]

Details of any post-issuance information to be provided (only in case of derivatives instruments). [•]

Details of any post-issuance information relating to the underlying to be provided and where such information can be obtained: [•]

12 [TERMS AND CONDITIONS OF THE OFFER]

The time period, including any possible amendments, during which the offer will be open and description of the application process: [•]

Details of the minimum and/or maximum amount of application²⁹: [•]

Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [•]

Details of method and time limits for paying up and delivering securities: [•]

Manner and date in which results of the offer are to be made public: [•]

Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [•]

Categories of potential investors to which the securities are offered³⁰: [•]

[For example:

“Legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities.

²⁹ Whether in number of securities or aggregate amount to invest.

³⁰ If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche.

Any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts.”]

Process for notification to applicants [•]
of the amount allotted and
indication whether dealing may
begin before notification is made:

13 [PLACING AND UNDERWRITING]³¹

Name and address of the co-ordinator(s) of the global offer and of single parts of the offer: [•]

Name and address of any paying agents and depository agents in each country (in addition to the Principal Paying Agent): [•]

Names and addresses of entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under “best efforts” arrangements:³² [•]

When the underwriting agreement has been or will be reached: [•]

14 OPERATIONAL INFORMATION

ISIN Code: [•]

Common Code: [•]

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, Société Anonyme and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

Delivery: Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) (if any): [•]

15 TAXATION

French withholding tax regime applicable to Notes which do not

³¹ To the extent known to the Issuer, of the placers in the various countries where the offer takes place.

³² Where not all of the issue is underwritten, a statement of the portion not covered.

constitute *obligations* or *titres de créances négociables*, or other debt securities considered by the French tax authorities as falling into similar categories:

[Not Applicable]/[Please describe applicable tax regime].

16 [Public offers only - OTHER INFORMATION]

FORM OF FINAL TERMS 2 – FOR USE IN CONNECTION WITH THE ISSUE BY GDF SUEZ/ ELECTRABEL OF NOTES WITH A DENOMINATION OF AT LEAST €50,000 TO BE ADMITTED TO TRADING ON A REGULATED MARKET AND/OR OFFERED TO THE PUBLIC IN THE EUROPEAN ECONOMIC AREA

Final Terms dated [●]

[Logo, if document is printed]

GDF SUEZ

Electrabel

Euro 25,000,000,000

Euro Medium Term Note Programme
for the issue of Notes

Due from one month from the date of original issue

SERIES NO: [●]

TRANCHE NO: [●]

[Brief description and Amount of Notes]

Issued by: [GDF SUEZ/Electrabel (the “**Issuer**”)]

[Guaranteed by: GDF SUEZ (the “**Guarantor**”)]

[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 Conditions set forth in the Base Prospectus dated [●] which received visa no. [●] from the *Autorité des marchés financiers* (the “**AMF**”) on [●] [and the supplement to the Base Prospectus dated [●]³³ which received visa no. [●] from the AMF on [●]] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (the “**Prospectus Directive**”). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive 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. The Base Prospectus [and the supplement to the Base Prospectus] [is] [are]]

³³ Delete if no supplement is published.

available for viewing on the website of the AMF (www.amf-france.org) and in the case of GDF SUEZ on GDF SUEZ's website (www.gdfsuez.com) or in the case of Electrabel on Electrabel's website (www.gdfsuez.com) and copies may be obtained from GDF SUEZ at 16-26, rue du Docteur Lancereaux, 75008 Paris, France and from Electrabel at boulevard du Régent/Regentlaan 8, 1000 Brussels.

The following alternative language applies if the first tranche of an issue which is being increased was issued under [a Base Prospectus / an Offering Circular] with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the [Base Prospectus/Offering Circular dated [original date] which received visa no. [●] from the *Autorité des marchés financiers* (the “**AMF**”) on [●] [and the supplement to the Base Prospectus dated [●] which received visa no. [●] from the AMF on [●]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (the “**Prospectus Directive**”) and must be read in conjunction with the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [●], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Conditions which are extracted from the [Base Prospectus/Offering Circular] dated [original date] which received visa no. [●] from the AMF on [●] [and the supplement to the Base Prospectus dated [●] which received visa no. [●] from the AMF on [●] 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 and the [Base Prospectus/Offering Circular] dated [original date] and the Base Prospectus dated [current date] [and the supplement to the Base Prospectus dated [●]. The [Base Prospectus/Offering Circular] [and the supplement to the Base Prospectus] are available for viewing on the website of the AMF (www.amf-france.org) and in the case of GDF SUEZ on GDF SUEZ's website (www.gdfsuez.com) and copies may be obtained from GDF SUEZ at 16-26, rue du Docteur Lancereaux, 75008 Paris, France and from Electrabel at boulevard du Régent/Regentlaan 8, 1000 Brussels.

[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. *Italics denote guidance for completing the Final Terms.*]

[When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]

- | | | |
|---|---|--|
| 1 | (i) Issuer: | [GDF SUEZ /Electrabel] |
| | (ii) Guarantor: | [Not Applicable/ GDF SUEZ] |
| 2 | (i) Series Number: | [●] |
| | (ii) (If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).[[Tranche Number: | [●] |
| 3 | Specified Currency or Currencies: | [●] |
| 4 | Aggregate Nominal Amount: | [●] |
| | (i) Series: | [●] |
| | (ii) [Tranche: | [●]] |
| 5 | Issue Price: | [●]% of the Aggregate Nominal Amount [plus accrued |

		interest from <i>[insert date]</i> (in the case of fungible issues only if applicable)]
6	Specified Denominations:	[●] ³⁴ (one denomination only for the Dematerialised Notes) [●]
7	(i) Issue Date: [(ii)] Interest Commencement Date	[●] [Specify/Issue Date/Not Applicable]
8	Maturity Date:	[specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]
9	Interest Basis:	[●]% Fixed Rate] [[specify reference rate] +/- [●] % Floating Rate] [Zero Coupon] [Index Linked Interest] [Other (specify)] (further particulars specified below)
10	Redemption/Payment Basis ³⁵ :	[Redemption at par] [Index Linked Redemption] [Dual Currency] [Partly Paid] [Instalment] [Other (specify)]
11	Change of Interest or Redemption/Payment Basis:	[Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis]
12	Put/Call Options:	[Investor Put] [Issuer Call] [Put Option in case of Change of Control] [(further particulars specified below)]

³⁴ Section 6: Add the following language if the programme allows for issues of securities with a maturity of less than one year and the issuer is not an authorised person permitted to accept deposits or an exempt person under the UK Financial Services and Markets Act 2000. Delete square-bracketed text for issuers incorporated in the UK or within S 418 FSMA. The issue of securities with a maturity of less than one year by such issuers, where the issue proceeds are to be accepted in the United Kingdom, or, in the case of issuers incorporated in the UK or within S 418 FSMA, will be subject to S 19 FSMA unless their denomination is £100,000 or more (or its equivalent in other currencies) and they are only issued to “professionals” within Article 9(2)(a) of the Financial Services and Markets Act (Regulated Activities) Order 2001: Notes [(including Notes denominated in Sterling) 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 S 19 FSMA and] which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).

Add appropriate provisions to terms and conditions if included.

³⁵ If the Final Redemption Amount is more or less than 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.

- 13 (i) Status of the Notes: Unsubordinated
- (ii) Status of the Guarantee: Unsubordinated
- (iii) [Date [Board] approval for issuance of Notes [and Guarantee] obtained: [●] [and [●], respectively]]
(N.B Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee)]³⁶

- 14 Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 15 Fixed Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: [●]% per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [●] in each year [adjusted in accordance with [specify Business Day Convention and any applicable Business Centre(s) for the definition of “**Business Day**”]/not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [●] per [●] in nominal amount
- (iv) Broken Amount(s): [Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount(s) and the Interest Payment Date(s) to which they relate]
- (v) Day Count Fraction (Condition 5(a)): [30/360 / Actual/Actual ([ICMA]/ISDA)/other]³⁷
- (vi) Determination Dates (Condition 5(a)): [●] 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))*
- (vii) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/give details]
- 16 Floating Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

³⁶ An issue of Notes (to the extent they constitute obligations) by GDF SUEZ, will be authorised by a resolution of the Conseil d'Administration. The Conseil d'Administration may delegate its powers within one year from the date of such authorisation to one or more of its members, its Directeur Général or, with the approval of the latter, to one or more Directeurs Généraux Délégués.. All other securities issued under the Programme by GDF SUEZ, to the extent they do not constitute obligations, will fall within the general powers of the Président-Directeur Général of GDF SUEZ (or, should GDF SUEZ decide to appoint a separate Président and a separate Directeur Général or Directeur Général Délégué, the Directeur Général or Directeur Général Délégué), or any other authorised official acting by delegation. Any issue of Notes by Electrabel under the Programme will be authorised by a resolution of its Board of Directors.

³⁷ Only Actual/Actual and Actual/360 are applicable for Electrabel Dematerialised Notes denominated in Euro to be cleared in the X/N Clearing System.

- (i) Interest Period(s) [•]
- (ii) Specified Interest Payment Dates: [•]
- (iii) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ other (give details)]
- (iv) Business Centre(s) (Condition 5(a)): [•]
- (v) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/other (give details)]
- (vi) Interest Period Date(s) [Not Applicable/specify dates]
- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent): [•]
- (viii) Screen Rate Determination (Condition 5(c)(iii)(B)):
 - Relevant Time: [•]
 - Interest Determination Date(s): [•] *[TARGET] Business Days in [specify city] for [specify currency] prior to [the first day of each Interest Accrual Period/each Interest Payment Date]*
 - Primary Source for Floating Rate: *[Specify relevant screen page or “Reference Banks”]*
 - Reference Banks (if Primary Source is “Reference Banks”): *[Specify four]*
 - Relevant Financial Centre: *[The financial centre most closely connected to the Benchmark - specify if not London]*
 - Benchmark: *[LIBOR, LIBID, LIMEAN, EURIBOR or other benchmark]*
 - Representative Amount: *[Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notional amount]*
 - Effective Date: *[Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period]*
 - Specified Duration: *[Specify period for quotation if not duration of Interest Accrual Period]*
- (ix) ISDA Determination (Condition 5(c)(iii)(A)):
 - Floating Rate Option: [•]

	– Designated Maturity:	[●]
	– Reset Date:	[●]
	– ISDA Definitions (if different from those set out in the Conditions)	[●]
	(x) Margin(s):	[+/-][●]% per annum
	(xi) Minimum Rate of Interest:	[●]% per annum
	(xii) Maximum Rate of Interest:	[●]% per annum
	(xiii) Day Count Fraction (Condition 5(a)):	[●]
	(xiv) Rate Multiplier:	[●]
	(xv) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	[●]
17	Zero Coupon Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Amortisation Yield (Condition 6(e)(i)):	[●]% per annum
	(ii) Day Count Fraction (Condition 5(a)):	[●]
	(iii) Any other formula/basis of determining amount payable:	[●]
18	Index-Linked Interest Note/other variable-linked interest Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Index/Formula/other variable:	<i>[give or annex details]</i>
	(ii) Party responsible for calculating the Rate(s) of the due interest (if not the Calculation Agent):	[●]
	(iii) Provisions for determining Coupon where calculated by reference to Index and/or Formula and/or other variable:	[●]
	(iv) Interest Period(s):	[●]
	(v) Provisions for determining Coupon where calculation by	[●]

reference to Index and/or
Formula and/or other variable
is impossible or impracticable
or otherwise disrupted:

- (vi) Specified Interest Payment Dates: [•]
- (vii) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)]
- (viii) Business Centre(s) (Condition 5(a)): [•]
- (ix) Minimum Rate of Interest: [•]% per annum
- (x) Maximum Rate of Interest: [•]% per annum
- (xi) Day Count Fraction (Condition 5(a)): [•]

19 Dual Currency Note Provisions³⁸ [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]
- (ii) Party responsible for calculating the principal and/or interest due (if not the Calculation Agent): [•]
- (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:
- (iv) Person at whose option Specified Currency(ies) is/are payable: [•]
- (v) Day Count Fraction (Condition 5(a)): [•]

PROVISIONS RELATING TO REDEMPTION

20 Call Option [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Optional Redemption Date(s): [•]

³⁸ *If the Final Redemption Amount is more or less than 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.*

	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[●] per Note [of [●] Specified Denomination] ³⁹
	(iii) If redeemable in part:	
	(a) Minimum nominal amount to be redeemed:	[●]
	(b) Maximum nominal amount to be redeemed:	[●]
	(iv) Option Exercise Date(s):	[●]
	(v) Description of any other Issuer's option:	[●]
	(vi) Notice period ⁴⁰	[●]
21	Put Option	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s):	[●] per Note [of [●] Specified Denomination] ⁴¹
	(iii) Option Exercise Date(s):	[●]
	(iv) Description of any other Issuer's option:	[●]
	(v) Notice period (if other than set out in the Conditions):	[●]
22	Change of Control Put Option	[Applicable/Not Applicable]
23	Final Redemption Amount of each Note ⁴²	[[●] per Note [of [●] Specified Denomination] ⁴³ /other/see Appendix]
	In cases where the Final Redemption Amount is Index-Linked or other variable-linked:	
	(i) Index/Formula/variable:	[give or annex details]
	(ii) Party responsible for	[●]

³⁹ Delete bracketed text in the case of Dematerialised Notes.

⁴⁰ If setting notice periods which are different to those provided in the terms and conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and its fiscal agent.

⁴¹ Delete bracketed text in the case of Dematerialised Notes.

⁴² If the Final Redemption Amount is more or less than 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. This pro forma has been annotated to indicate where the key additional requirements of Annex XII are dealt with.

⁴³ Delete bracketed text in the case of Dematerialised Notes.

calculating the Final Redemption Amount (if not the Calculation Agent):

- (iii) Provisions for determining Final Redemption Amount where calculated by reference to Index and/or Formula and/or other variable: [•]
- (iv) Determination Date(s): [•]
- (v) Provisions for determining Final Redemption Amount where calculation by reference to Index and/or Formula and/or other variable is impossible or impracticable or otherwise disrupted: [•]
- (vi) Payment Date: [•]
- (vii) Minimum Final Redemption Amount: [•]
- (viii) Maximum Final Redemption Amount: [•]

24

Early Redemption Amount

- (i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons (Condition 6(f)), for illegality (Condition 6(j)) or on event of default (Condition 9) or other early redemption and/or the method of calculating the same (if required or if different from that set out in the Conditions): [•]
- (ii) Redemption for taxation reasons permitted on days others than Interest Payment Dates (Condition 6(f)): [Yes/No]
- (iii) Unmatured Coupons to become void upon early redemption (Materialised Bearer Notes only) (Condition 7(f)): [Yes/No/Not applicable]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25

Form of Notes:

[Dematerialised Notes/Materialised Notes] (Materialised

Notes are only in bearer form and may only be issued outside France. Materialised Notes may not be physically delivered in Belgium other than to a clearing system, a depository or another similar institution for the purpose of their immobilisation.)

[Delete as appropriate]

- | | |
|---|---|
| (i) Form of Dematerialised Notes: | [Not Applicable/specify whether Bearer dematerialised form (<i>au porteur</i>)/Administered Registered Dematerialised form (<i>au nominatif administré</i>)/Fully Registered dematerialised form (<i>au nominatif pur</i>)] ⁴⁴ |
| (ii) Registration Agent | [Not Applicable/Applicable] ⁴⁵ <i>[if applicable give name and details] (note that a registration agent must be appointed in relation to Fully Registered Dematerialised Notes only)</i> |
| (iii) Temporary Global Certificate: | [Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Notes on [●] (the “ Exchange Date ”), being 40 days after the Issue Date subject to postponement as specified in the Temporary Global Certificate] |
| (iv) Applicable TEFRA exemption: | [C Rules/D Rules/Not Applicable] <i>(Only applicable to Materialised Notes issued by GDF SUEZ)</i> [C Rules] <i>(Applicable to Electrabel Dematerialised Notes)</i> |
| 26 Financial Centre(s) (Condition 7(h)) or other special provisions relating to Payment Dates: | [Not Applicable/give details. <i>Note that this item relates to the date and place of payment, and not interest period end dates, to which items 15 (ii), 16(iii) and 18(vii) relates</i>] |
| 27 Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): | [Yes/No. If yes, give details] |
| 28 Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: | [Not Applicable/give details] |
| 29 Details relating to Instalment Notes: | [Not Applicable/give details] |
| (i) Instalment Amount(s): | [●] |
| (ii) Instalment Date(s): | [●] |

⁴⁴ Electrabel may only issue Notes in bearer dematerialised form (*au porteur*).

⁴⁵ Not Applicable in the case of Electrabel Dematerialised Notes.

	(iii) Minimum Instalment Amount:	[●]
	(iv) Maximum Instalment Amount:	[●]
30	Redenomination, renominatisation and reconventioning provisions:	[Not Applicable/The provisions [in Condition 1(e)] apply]
31	Consolidation provisions:	[Not Applicable/The provisions [in Condition 15(b)] apply]
32	Masse (Condition 11)	[Applicable/Not Applicable/Condition 11 replaced by the full provisions of French <i>Code de Commerce</i> relating to the <i>Masse</i>] <i>(Note that: (i) in respect of any Tranche of Notes issued outside France, Condition 11 may be waived, amended or supplemented, and (ii) in respect of any Tranche of Notes issued inside France, Condition 11 must be waived in its entirety and replaced by the provisions of the French Code de Commerce relating to the Masse. If Condition 11 (as it may be amended or supplemented) applies or if the full provisions of the French Code de Commerce apply, insert details of Representative and Alternative Representative and remuneration, if any).</i>
33	Representation of Noteholders of Electrabel Dematerialised Notes	[Condition 12 Applicable/Not Applicable].
34	Other final terms:	[Not Applicable/give details] <i>(When adding any other final terms consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.)</i>

DISTRIBUTION

35	(i) If syndicated, names and addresses of Managers and underwriting commitments:	[Not Applicable/give names, addresses and underwriting commitments] <i>(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.)</i>
	(ii) Date of [Subscription] Agreement:	[●]
	(iii) Stabilising Manager(s) (if any):	[Not Applicable/give name]
36	If non-syndicated, name and address of Dealer:	[Not Applicable/give name and address]
37	Additional selling restrictions:	[Not Applicable/give details]

Specify whether the Notes are subject to TEFRA C or TEFRA D Rules (TEFRA C Rules will apply to Notes issued by Electrabel)

[Specify Exchange Date].

[LISTING AND ADMISSION TO TRADING APPLICATION]

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the €25,000,000,000 Euro Medium Term Note Programme of GDF SUEZ and Electrabel.]

RESPONSIBILITY

The Issuer [and the Guarantor] accept[s] responsibility for the information contained in these Final Terms. . [[●] has been extracted from [●]. The Issuer [and the Guarantor] confirm[s] that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [●], no facts have been omitted which would render the reproduced inaccurate or misleading.]

Signed on behalf of the Issuer:

By:

Duly authorised

[Signed on behalf of the Guarantor:

By:

Duly authorised]

PART B – OTHER INFORMATION

1 Risk Factors

[Insert any risk factors that are material to the Notes being offered and/or listed and admitted to trading in order to assess the market risk associated with these Notes and that may affect the Issuer's ability to fulfil its obligations under the Notes which are not covered under "Risk Factors" in the Base Prospectus. If any such additional risk factors need to be included consideration should be given as to whether they constitute a "significant new factor" and consequently triggers the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]

2 Listing and Admission to Trading

- | | |
|---|--|
| (i) Listing: | [Euronext Paris/other (specify)/None] |
| (ii) Admission to trading: | [Application has been made for the Notes to be admitted to trading on [●] with effect from [●].] [Not Applicable.]
<i>(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)</i> |
| (iii) Estimate of total expenses related to admission to trading: | [●] |
| (iv) Additional publication of Base Prospectus and Final Terms: | [●] <i>(See Condition 16 which provides that the Base Prospectus and Final Terms of Notes admitted to trading on any regulated market of the EEA will be published on the website of the Autorité des marchés financiers. Please provide for additional methods of publication in respect of an admission to trading on a regulated market other than the Autorité des marchés financiers)</i> |

3 Ratings

- | | |
|----------|---|
| Ratings: | The Notes to be issued have been rated:
[S & P: [●]]
[Moody's: [●]]
[[Other]: [●]]
<i>[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]</i>

(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.) |
|----------|---|

4 [Notification]

The *Autorité des marchés financiers* [has been requested to provide/has provided - *include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues*] the [include names of competent authorities of host Member States] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.]

5 [Interests of Natural and Legal Persons Involved in the [Issue/Offer]

Need to include a description of any interest, including conflicting ones, 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:

“Save as discussed in [“Subscription and Sale”], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.”]

6 Reasons for the Offer, Estimated Net Proceeds and Total Expenses

[(i) Reasons for the offer

[•]

(See [“Use of Proceeds”] wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks 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.)

[(iii)] Estimated total expenses:

[•]. [Include breakdown of expenses.]

(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)

7 [Fixed Rate Notes only – Yield

Indication of yield:

[•].

Calculated as [include details of method of calculation in summary form] on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

8 [Floating Rate Notes only - Historic Interest Rates

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]

9 [Index-Linked or other Variable-Linked Notes only – Performance of Index/Formula/Other Variable, Explanation of Effect on Value of Investment and Associated Risks and Other Information Concerning the Underlying

Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]⁴⁶

10 [Dual Currency Notes only – Performance of Rate[s] of Exchange and Explanation of Effect on Value of Investment

Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]

11 [Derivatives Only - Other Information concerning the Securities to be [Offered]/[Admitted to Trading]]⁴⁷

Name of the issuer of the underlying security:	[•]
ISIN Code:	[•]
Underlying interest rate:	[•]
Relevant weightings of each underlying in the basket:	[•]
Adjustment rules with relation to events concerning the underlying:	[•]
Source of information relating to the [Index]/[Indices]:	[•]
Place where information relating to the [Index]/[Indices] can be obtained:	[•]
Name and address of entities which have a firm commitment to act as intermediaries in secondary trading:	[•]
Details of any market	[•]

⁴⁶ Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies.

⁴⁷ Required for derivative securities

- disruption/settlement disruption events affecting the underlying: [•]
- Exercise price/find reference price of underlying: [•]
- Details of how the value of investment is affected by the value of the underlying instrument(s): [•]
- Details of settlement procedure of derivative securities: [•]
- Details of how any return on derivative securities takes place, payment or delivery date, and manner of calculation: [•]
- Details of any post-issuance information to be provided (only in case of derivatives instruments). Details of any post-issuance information relating to the underlying to be provided and where such information can be obtained: [•]

12 [Placing and Underwriting]⁴⁸

- Name and address of the co-ordinator(s) of the global offer and of single parts of the offer: [•]
- Name and address of any paying agents and depository agents in each country (in addition to the Principal Paying Agent): [•]
- Names and addresses of entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a firm commitment or under “best efforts” arrangements:⁴⁹ [•]
- When the underwriting agreement has been or will be reached: [•]

⁴⁸ To the extent known to the Issuer, of the placers in the various countries where the offer takes place.

⁴⁹ Where not all of the issue is underwritten, a statement of the portion not covered.

13 Operational Information

ISIN Code for the Notes issued by GDF SUEZ:	FR[●]
ISIN Code for the Notes issued by Electrabel:	BE[●]
Common Code:	[●]
Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking Société Anonyme and National Bank of Belgium SA/NV and the relevant identification number(s):	[Not Applicable/give name(s) and number(s)]
Delivery:	Delivery [against/free of] payment
Names and addresses of additional Paying Agent(s) (if any):	[●]

14 Taxation

French withholding tax regime applicable to Notes which do not constitute <i>obligations</i> or <i>titres de créances négociables</i> , or other debt securities considered by the French tax authorities as falling into similar categories:	[Not Applicable]/[Please describe applicable tax regime].
---	---

GENERAL INFORMATION

- (1) This Base Prospectus has received visa n°09-319 from the AMF on 4 November 2009. Application has been made to list and admit the Notes to trading on Euronext Paris and/or on any other Regulated Market.
- (2) The Issuers have obtained all necessary corporate and other consents, approvals and authorisations in, as the case may be, the Republic of France and the Kingdom of Belgium, in connection with the establishment and update of the Programme.
 - (i) For the purpose of the giving of the Guarantee, the authorised representatives of GDF SUEZ benefits from an authorisation granted by the Board of the Guarantor on 22 July 2008 to grant guarantees up to €10 billion .
 - (ii) Any issue of Notes by GDF SUEZ under the Programme (to the extent they constitute *obligations*) will be authorised by a resolution of its *Conseil d'Administration* which may delegate its powers within one year from the date of such authorisation to one or more of its members, its *Directeur Général* or, with the approval of the latter, one or more *Directeurs Généraux Délégués*. For this purpose, the *Conseil d'Administration* of GDF SUEZ has, on 6 October 2009, delegated its powers to issue up to €10 billion of notes to the *Président-Directeur Général* and to the *Directeur Général Délégué*. All other securities issued under the Programme by GDF SUEZ, to the extent they do not constitute *obligations*, will fall within the general powers of the *Président-Directeur Général* of GDF SUEZ (or, should GDF SUEZ decide to appoint a separate *Président* and a separate *Directeur Général* or a *Directeur Général Délégué*, the *Directeur Général* or the *Directeur Général Délégué*) or any other authorised official acting by delegation.
 - (iii) On 14 October 2009 the Board of Directors of Electrabel authorised Electrabel to issue Notes under the Programme until 31 December 2010 for an aggregate amount of maximum €2 billion.
- (3) Except as disclosed in this Base Prospectus, there has been (i) no material adverse change in the prospects of the Issuers, the Guarantor or the Group since 31 December 2008 and (ii) no significant change in the financial or trading position of the Issuers, the Guarantor or the Group since 30 June 2009.
- (4) Except as disclosed in this Base Prospectus and any documents incorporated by reference therein, there has been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which any of the Issuers or the Guarantor is aware) against or affecting the relevant Issuer, the Guarantor or any of GDF SUEZ's fully consolidated subsidiaries during the period of 12 months immediately preceding the date of this Base Prospectus which have had in the recent past or may have individually or in the aggregate a significant effect on the financial position or profitability of the Issuers, the Guarantor or the Group.
- (5) In respect of derivatives securities as defined in Article 15.2 of Commission Regulation no. 809/2004, the Final Terms will indicate whether or not the relevant Issuer intends to provide post-issuance information concerning the underlying. If the relevant Issuer intends to report such information, the Final Terms will specify what information will be reported and where such information can be obtained.
- (6) The Notes have been accepted for clearance through Euroclear and Clearstream; the appropriate common code and the International Securities Identification number, in relation to the Notes of each

Series will be specified in the Final Terms relating thereto. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

The address of Euroclear is Euroclear Bank SA/NV, 1 boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 avenue JF Kennedy, L-1855 Luxembourg.

Electrabel Dematerialised Notes have been accepted for clearance through the NBB; the appropriate common code and the International Securities Identification Number, in relation to Electrabel Dematerialised Notes of each Series will be specified in the Final Terms relating thereto. The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

The address of NBB is National Bank of Belgium SA/NV, 14 boulevard de Berlaimont, B-1000 Brussels.

- (7) Mazars & Guérard (Mazars as from 18 December 2008), Ernst & Young et Autres and Deloitte & Associés (all entities regulated by the *Haut Conseil du Commissariat aux Comptes* and duly authorised as *Commissaires aux comptes*) have audited and rendered audit reports on the consolidated financial statements of GDF SUEZ for the years ended 31 December 2007 and 2008. The French auditors carry out their duties in accordance with the principles of *Compagnie Nationale des Commissaires aux Comptes* and are members of the CNCC professional body.

Ernst & Young, Reviseurs d'Entreprises and member of the Belgian Institute of Company Auditors and Deloitte Reviseurs d'Entreprises and member of the Belgian Institute of Company Auditors, have audited, and rendered unqualified reports on the non-consolidated statements of Electrabel for the years ended 31 December 2007 and 2008.

- (8) Each Temporary Global Certificate will bear the following legend: "THIS TEMPORARY GLOBAL NOTE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"). NEITHER THIS GLOBAL NOTE NOR ANY PORTION HEREOF MAY BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO ANY U.S. PERSON UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE."
- (9) Each Materialised Bearer Note, Receipt, Coupon and Talon issued in compliance with the D Rules will bear the following legend: "ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(J) AND 1287(A) OF THE INTERNAL REVENUE CODE."

PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS

To the best of GDF SUEZ's knowledge (having taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus is in accordance with the facts and contains no omission likely to affect its import and GDF SUEZ accepts responsibility accordingly.

The Statutory Auditors' report on the historical financial information presented in Sections 20.1 and 20.2 of the 2008 GDF SUEZ Reference Document is set out in Section 20.3. The report contains an observation regarding the change in accounting policy for reporting segment information following the Group's early adoption of IFRS 8 "Operating Segments" when preparing the 2008 consolidated financial statements.

The Statutory Auditors' report on the 2008 pro forma financial information presented in Section 20.4 of the 2008 GDF SUEZ Reference Document contains an observation relating to paragraph 3 "Tax matters" of note 2 "Basis of presentation" to the pro forma financial information which describes the impact on the consolidated financial statements of the rulings obtained from the French tax authorities and of the discontinued neutralisation of certain transactions following the dissolution of the SUEZ SA tax consolidation group. It specifies that the pro forma income statements for the years presented were not restated to take these various items into account.

GDF SUEZ

16-26, rue du Docteur Lancereaux
75008 Paris

France

Duly represented by:

Gérard Mestrallet

Président-Directeur Général

on 3 November 2009

To the best of Electrabel's knowledge (having taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus is in accordance with the facts and contains no omission likely to affect its import and Electrabel accepts responsibility accordingly.

Electrabel

Boulevard du Régent

Regentlaan 8

1000 Brussels

Belgium

Duly represented by:

Dimitri Stroobants

Authorised Signatory, pursuant to a decision of the Board
of Directors dated the 14 October 2009

Grégoire de Thier

Authorised Signatory, pursuant to a decision of the
Board of Directors dated the 14 October 2009

on 3 November 2009



Autorité des marchés financiers

In accordance with Articles L. 412-1 and L. 621-8 of the French *Code monétaire et financier* and with the General Regulations (*Règlement Général*) of the *Autorité des marchés financiers* (“AMF”), in particular Articles 212-31 to 212-33, the AMF has granted to this Base Prospectus the visa no. 09-319 on 4 November 2009. This document may only be used for the purposes of a financial transaction if completed by Final Terms. It was prepared by the Issuer and its signatories assume responsibility for it. In accordance with Article L. 621-8-1-I of the French *Code monétaire et financier*, the visa was granted following an examination by the AMF of "whether the document is complete and comprehensible, and whether the information it contains is coherent". It does not imply that the AMF has verified the accounting and financial data set out in it. This visa has been granted subject to the publication of Final Terms in accordance with Article 212-32 of the AMF's General Regulations, setting out the terms of the securities being issued.

Issuer and Guarantor

GDF SUEZ
Registered Office
16-26, rue du Docteur Lancereaux
75008 Paris
France

Issuer

Electrabel
Registered Office
Boulevard du Régent / Regentlaan 8
1000 Brussels
Belgium

Dealers

Barclays Bank PLC
5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

BNP PARIBAS
10 Harewood Avenue
London NW1 6AA
United Kingdom

CALYON
9, quai du Président Paul Doumer
92920 Paris La Défense Cedex
France

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
London E14 5LB
United Kingdom

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

Fortis Bank NV/SA
Montagne du Parc 3
B-1000 Brussels
Belgium

HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom

Merrill Lynch International
Merrill Lynch Financial Centre
2 King Edward Street
London EC1A 1HQ
United Kingdom

Morgan Stanley & Co. International plc
25 Cabot Square
Canary Wharf
London E14 4QA
United Kingdom

Natixis
30, avenue Pierre Mendès France
75013 Paris
France

Société Générale
29, boulevard Haussmann
75009 Paris
France

The Royal Bank of Scotland plc
135 Bishopsgate
London EC2M 3UR
United Kingdom

**Fiscal Agent, Principal Paying Agent, Exchange Rate Agent, Redenomination Agent,
Consolidation Agent and Calculation Agent**

Citibank, N.A., London Branch

Citigroup Centre
Canada Square
London E14 5LB
United Kingdom

Registration Agent

CACEIS Corporate Trust

14, rue Rouget de Lisle
92862 Issy Les Moulineaux Cedex 9
France

Domiciliary Agent and Belgian Paying Agent

Fortis Bank NV/SA

Montagne du Parc 3
1000 Brussels
Belgium

Paying Agent

Citibank International plc, Paris Branch

Citicentre
19 Le Parvis
92073 Paris La Défense
France

Fortis Bank NV/SA

Montagne du Parc 3
1000 Brussels
Belgium

Arranger

Deutsche Bank AG, Paris Branch

3, avenue de Friedland
75008 Paris
France

Auditors

To GDF SUEZ

Ernst & Young et Autres
41, rue Ybry
92576 Neuilly-sur-Seine Cedex
France

Mazars
Tour Exaltis
61, rue Henri Régault
92075 La Défense Cedex
France

Deloitte & Associés
185, avenue Charles de Gaulle
B.P. 136
92203 Neuilly-sur-Seine Cedex
France

To Electrabel

Ernst & Young
SC s.f.d. SCRL
Avenue Marcel Thiry 204
1200 Brussels

Deloitte
SC s.f.d. SCRL
Avenue Louise 240
1050 Brussels

Legal Advisers

To the Issuers and the Guarantor

As to French law

Linklaters LLP
25, rue de Marignan
75008 Paris
France

To the Dealers

As to French law

Allen & Overy LLP
Edouard VII
26, boulevard des Capucines
75009 Paris
France

To the Issuers and the Guarantor

As to Belgian law

Linklaters LLP
Rue Brederode 13
B-1000 Brussels
Belgium

To the Dealers

As to Belgian law

Allen & Overy LLP
Avenue de Tervueren 268 A
B-1150 Brussels
Belgium