

Base Prospectus dated 12 September 2012



GDF SUEZ

(incorporated with limited liability in the Republic of France) as Issuer

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

Under the Euro Medium Term Note Programme described in this Base Prospectus (the “**Programme**”), GDF SUEZ (“**GDF SUEZ**” or the “**Issuer**”), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the “**Notes**”). The aggregate nominal amount of Notes outstanding will not at any time exceed €25,000,000,000 (or the equivalent in other currencies). Subject to compliance with all relevant laws, regulations and directives, Notes 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.

This Base Prospectus supersedes and replaces the Base Prospectus dated 9 September 2011, as supplemented from time to time and shall be in force for a period of one year as of the date of its approval by the *Autorité des marchés financiers* (the “**AMF**”).

This Base Prospectus constitutes a base prospectus for the purposes of Article 5.4 of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 as amended (which includes the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in the relevant Member State of the European Economic Area) (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**”), 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.

Application has been made to 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 Prospectus Directive, as amended.

Application may be made to Euronext Paris for the period of 12 months from the date of approval by the AMF of this Base Prospectus for Notes issued under the Programme to be listed and admitted to trading on Euronext Paris and/or to the listing 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/EC, 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 €1,000, and 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 materialised form (the “**Materialised Notes**”) as more fully described herein. Dematerialised Notes will at all times be in book entry form in compliance with Articles L.211-3 and R.211-1 of the French *Code monétaire et financier*. 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. 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 depositary on behalf of Euroclear and/or Clearstream, Luxembourg and (b) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear and/or Clearstream, Luxembourg or delivered outside a clearing system, be deposited as agreed between the Issuer and the relevant Dealer (as defined below).

The Programme has been rated A by Standard and Poor’s Ratings Services (“**S&P**”) and the senior unsecured notes and short term notes of the Issuer under this Programme have been assigned a rating of A1 and Prime-1 with negative outlook respectively by Moody’s Investors Service Ltd (“**Moody’s**”). GDF SUEZ is currently rated A1/P-1 with negative outlook by Moody’s and A/A-1 with stable outlook by S&P. Each of S&P and Moody’s is established in the European Union and is registered under Regulation (EC) No 1060/2009 (as amended) (the “**CRA Regulation**”). Each of S&P and Moody’s is included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation. Notes issued pursuant to the Programme may be unrated or rated differently from the current ratings of GDF SUEZ. The relevant Final Terms will specify whether or not such credit ratings are issued by a credit rating agency established in the European Union and registered under the CRA Regulation. 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.

The Base Prospectus, the documents incorporated by reference therein, any supplement thereto and the Final Terms will be available as described in the section entitled “Documents on Display” herein and 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
BofA Merrill Lynch
Crédit Agricole CIB
HSBC
Société Générale Corporate & Investment Banking

BNP PARIBAS
Citi
Deutsche Bank
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 the Issuer 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 the Issuer 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 the Issuer 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 the Issuer, the Dealers and the Arranger to inform themselves about and to observe any such restriction.

No action has been taken by the Issuer 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 Note 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 Issuer, the Dealers and the Arranger to inform themselves about and to observe any such restriction.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE 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, OR FOR THE ACCOUNT OR BENEFIT OF, 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”.

Neither this Base Prospectus nor any Final Terms constitutes an offer of, or an invitation by or on behalf of the Issuer, the Dealers or the Arranger to subscribe for, or purchase, any Notes.

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 the Issuer, 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 Issuer, 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 Issuer 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 for the years ended 31 December 2011 and 31 December 2010 have been prepared in accordance with International Financial Reporting Standards (“IFRS”) and endorsed by the European Union. 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.

RETAIL CASCADES

In the context of any offer of Notes in France, the United Kingdom, Germany, the Netherlands, Belgium, the Grand Duchy of Luxembourg and/or Italy (the “**Public Offer Jurisdictions**”) that is not within an exemption from the requirement to publish a prospectus under the Prospectus Directive, as amended, (a “**Public Offer**”), the Issuer consents to the use of the Prospectus in connection with a Public Offer of any Notes during the offer period specified in the relevant Final Terms (the “**Offer Period**”) and in the Public Offer Jurisdiction(s) specified in the relevant Final Terms by:

- (1) subject to conditions set out in the relevant Final Terms, any financial intermediary designated in such Final Terms; or
- (2) if so specified in the relevant Final Terms, any financial intermediary which satisfies the following conditions: (a) acts in accordance with all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the “**Rules**”), from time to time including, without limitation and in each case, Rules

relating to both the appropriateness or suitability of any investment in the Notes by any person and disclosure to any potential investor; (b) complies with the restrictions set out under “*Subscription and Sale*” in this Base Prospectus which would apply as if it were a Dealer; (c) ensures that any fee (and any commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Notes is fully and clearly disclosed to investors or potential investors; (d) holds all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules; (e) retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer(s) and the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer(s) in order to enable the Issuer and/or the relevant Dealer(s) to comply with anti-money laundering, anti-bribery and “know your client” rules applying to the Issuer and/or the relevant Dealer(s); (f) does not, directly or indirectly, cause the Issuer or the relevant Dealer(s) to breach any Rule or any requirement to obtain or make any filing, authorisation or consent in any jurisdiction; and (g) satisfies any further conditions specified in the relevant Final Terms (in each case an “**Authorised Offeror**”). For the avoidance of doubt, none of the Dealers or the Issuer shall have any obligation to ensure that an Authorised Offeror complies with applicable laws and regulations and shall therefore have no liability in this respect.

The Issuer accepts responsibility, in the Public Offer Jurisdiction(s) specified in the Final Terms, for the content of the Prospectus in relation to any person (an “**Investor**”) in such Public Offer Jurisdiction(s) to whom an offer of any Notes is made by any Authorised Offeror and where the offer is made during the period for which that consent is given. However, neither the Issuer nor any Dealer has any responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.

The consent referred to above relates to Offer Periods (if any) occurring within 12 months from the date of the approval of the Base Prospectus by the AMF.

In the event the Final Terms designate financial intermediary(ies) to whom the Issuer has given its consent to use the Prospectus during an Offer Period, the Issuer may also give consent to additional Authorised Offerors after the date of the relevant Final Terms and, if it does so, it will publish any new information in relation to such Authorised Offerors who are unknown at the time of the approval of this Base Prospectus or the filing of the relevant Final Terms at <http://www.gdfsuez.com/en/investors/fixed-income/#emtn>.

If the Final Terms specify that any financial intermediary may use the Prospectus during the Offer Period, any such Authorised Officer is required, for the duration of the Offer Period, to publish on its website that it is using the Prospectus for the relevant Public Offer with the consent of the Issuer and in accordance with the conditions attached thereto.

Other than as set out above, neither the Issuer nor any of the Dealers has authorised the making of any Public Offer by any person in any circumstances and such person is not permitted to use the Prospectus in connection with its offer of any Notes. Any such offers are not made on behalf of the Issuer or by any of the Dealers or Authorised Offerors and none of the Issuer or any of the Dealers or Authorised Offerors has any responsibility or liability for the actions of any person making such offers.

An Investor intending to acquire or acquiring any Notes from an Authorised Offeror will do so, and offers and sales of the Notes to an Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price allocations and settlement arrangements (the “Terms and Conditions of the Public Offer”). The Issuer will not be a party to any such arrangements with Investors (other than Dealers) in connection with the offer or sale of the Notes and, accordingly, the Base Prospectus and any Final

Terms will not contain such information. The Terms and Conditions of the Public Offer shall be provided to Investors by that Authorised Offeror at the time of the Public Offer. Neither the Issuer nor any of the Dealers or other Authorised Offerors has any responsibility or liability for such information.

FORWARD-LOOKING STATEMENTS

This Base Prospectus contains certain statements that are forward-looking including statements with respect to the Issuer's 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.

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SUMMARY OF THE PROGRAMME

Summaries are made up of disclosure requirements known as ‘Elements’ which communication is required by Annex XXII of the Commission Delegated Regulation (EU) n°486/2012 of 30 March 2012. These elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.


Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of ‘not applicable’.

Section A - Introduction and warnings	
A.1	<p>This summary is provided for purposes of the issue by GDF SUEZ of Notes of a denomination less than €100,000. This summary must be read as an introduction to this Base Prospectus. Any decision to invest in the Notes should be based on a consideration by any investor of the Base Prospectus as a whole, including any documents incorporated by reference and any supplement from time to time. Where a claim relating to information contained in this Base Prospectus is brought before a court, the plaintiff may, under the national legislation of the Member State of the European Economic Area where the claim is brought, be required to bear the costs of translating this Base Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus or it does not provide, when read together with the other parts of this Base Prospectus, key information in order to aid investors when considering whether to invest in the Notes.</p>
A.2	<p>In the context of any offer of Notes in France, the United Kingdom, Germany, the Netherlands, Belgium, the Grand Duchy of Luxembourg and/or Italy (the “Public Offer Jurisdictions”) that is not within an exemption from the requirement to publish a prospectus under the Prospectus Directive, as amended, (a “Public Offer”), the Issuer consents to the use of the Prospectus in connection with a Public Offer of any Notes during the offer period specified in the relevant Final Terms (the “Offer Period”) and in the Public Offer Jurisdiction(s) specified in the relevant Final Terms by:</p> <p>(1) subject to conditions set out in the relevant Final Terms, any financial intermediary designated in such Final Terms; or</p> <p>(2) if so specified in the relevant Final Terms, any financial intermediary which satisfies the following conditions:</p> <p>(a) acts in accordance with all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the “Rules”), from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Notes by any person and disclosure to any potential investor; (b) complies with the restrictions set out under “<i>Subscription and Sale</i>” in this Base Prospectus which would apply as if it were a Dealer; (c) ensures that any fee (and any commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Notes is fully and clearly disclosed to investors or potential investors; (d) holds all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules; (e) retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer(s) and the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer(s) in order to enable the Issuer and/or the relevant Dealer(s) to comply with anti-money laundering, anti-bribery and “know your client” rules applying to the Issuer and/or the relevant Dealer(s); (f) does not, directly or indirectly, cause the Issuer or the relevant Dealer(s) to breach any Rule or any requirement to obtain or make any filing, authorisation or consent in any jurisdiction; and (g) satisfies any further</p>

	<p>conditions specified in the relevant Final Terms (in each case an “Authorised Offeror”). For the avoidance of doubt, none of the Dealers or the Issuer shall have any obligation to ensure that an Authorised Offeror complies with applicable laws and regulations and shall therefore have no liability in this respect.</p> <p>The Issuer accepts responsibility, in the Public Offer Jurisdiction(s) specified in the Final Terms, for the content of the Prospectus in relation to any person (an “Investor”) in such Public Offer Jurisdiction(s) to whom an offer of any Notes is made by any Authorised Offeror and where the offer is made during the period for which that consent is given. However, neither the Issuer nor any Dealer has any responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.</p> <p>The consent referred to above relates to Offer Periods (if any) occurring within 12 months from the date of the approval of the Base Prospectus by the AMF.</p> <p>An Investor intending to acquire or acquiring any Notes from an Authorised Offeror will do so, and offers and sales of the Notes to an Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price allocations and settlement arrangements (the “Terms and Conditions of the Public Offer”). The Issuer will not be a party to any such arrangements with Investors (other than Dealers) in connection with the offer or sale of the Notes and, accordingly, the Base Prospectus and any Final Terms will not contain such information. The Terms and Conditions of the Public Offer shall be provided to Investors by that Authorised Offeror at the time of the Public Offer. Neither the Issuer nor any of the Dealers or other Authorised Offerors has any responsibility or liability for such information.</p>
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Section B – Issuer		
B.1	The legal and commercial name of the Issuer	GDF SUEZ (“ GDF SUEZ ” or the “ Issuer ” and, with all its fully consolidated subsidiaries, the “ Group ”)
B.2	The domicile and legal form of the Issuer, the legislation under which the Issuer operates and its country of incorporation	GDF SUEZ is incorporated in France and under the laws of France as a <i>société anonyme</i> (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 bylaws. GDF SUEZ is subject in particular to law 46-628 of 8 April 1946 governing the nationalization of electricity and gas, law 2003-8 of 3 January 2003 governing gas and electricity markets and energy public service, law 2004-803 of 9 August 2004 governing electricity and gas public service and electricity and gas companies, and law 2006-1537 of 7 December 2006 governing the energy sector. GDF SUEZ is registered at the <i>Registre du commerce et des sociétés de Nanterre</i> under reference number 542 107 651. At 1st August 2012, the share capital of GDF SUEZ stood at €2,321,773,449 divided into 2,321,773,449 fully paid-up shares with a par value of €1 each. Its registered and principal office is located at 1, place Samuel de Champlain, 92400 Courbevoie, France.
B.4b	A description of any known trends affecting the Issuer and the industries in which it operates	<p>GDF SUEZ is one of the world’s leading industrial companies and a benchmark in the fields of gas, electricity, energy services and the environment. It is active throughout the entire energy value chain, in electricity and natural gas, upstream and downstream.</p> <p>GDF SUEZ operates a well-balanced business model:</p> <ul style="list-style-type: none"> • through its presence in complementary business activities across the value chain (balanced breakdown of revenues between gas, electricity and energy services);

		<ul style="list-style-type: none"> • through its presence in regions exposed to different business and economic cycles, with a strong presence in emerging markets with their greater prospects for growth, its presence has been strengthened in 2011 with the integration of International Power; • through its presence allocated between activities that are exposed to market uncertainties and others that offer recurring revenue (infrastructure, PPA-type contracts, regulated activities in water, etc.); • through a balanced energy mix with priority given to low- and zero-carbon energy sources. <p>This business model responds to the demands of the economic environment in which the Group operates. This environment is characterized by the confirmation of underlying trends including stronger competition in Europe, the convergence of the markets for gas, electricity and energy services, and the challenges of sustainable development.</p> <p>It is also marked by recent developments which require an adaption in the traditional model of the geocentric European utility, anticipated by GDF SUEZ:</p> <ul style="list-style-type: none"> • a cyclical downturn in prices in mature country energy markets following the economic crisis; • a growth gap between mature and emerging markets which has widened with the economic crisis; • adoption of the climate package in the European Union (the “3 x 20” targets); • growing uncertainties weighing on the energy markets, heightened by the political events in Arab countries, the Fukushima nuclear accident, and regulatory fog. <p>GDF SUEZ has thus based its growth strategy on:</p> <ul style="list-style-type: none"> • accelerating development in emerging markets in power generation and in the field of LNG and exploration- production; • integrating, refocusing and streamlining its activities in Europe; • strengthening activities that generate recurring revenue.
B.5	Description of the Issuer’s Group and the Issuer’s position within the Group	GDF SUEZ (formerly referred to as “ Gaz de France ”) is the ultimate holding company of the Group and 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.
B.9	Profit forecast or estimate	<p>The 1st half 2012 results allow confirming the 2012 financial objectives, assuming average weather conditions and a stable regulatory environment:</p> <ul style="list-style-type: none"> • Recurring net income Group share between €3.7 and €4.2 billion; • Ordinary dividend stable or higher than in 2011; • Net debt/EBITDA ratio ~2.5x and an “A” credit rating. <p>Gross Capex for 2012 is now estimated to range between €10 and €11 billion.</p> <p>In addition, the Efficio 2 performance plan target of €0.6 billion is confirmed, with €0.3 billion achieved at 30 June and included in the 2012 indicative EBITDA of some €17 billion.</p> <p>For the second half, in an economic environment that promises to be difficult, the Group will pursue its action plan aimed at optimizing costs and Group performance, while maintaining its dynamic social policy in order to leverage the know-how of its employees.</p>
B.10	Qualifications in the auditors’ report	The statutory auditors’ reports on the consolidated financial statements for the years ended 31 December 2010 and 31 December 2011 and for the half year ended 30 June 2012 do not contain qualifications. However, the statutory auditors’ report on the consolidated financial statements for the year ended 31 December 2010 set out in Section 11.3 of the 2010 GDF

		SUEZ Reference Document contains an observation. The statutory auditors draw attention to notes 1.1.1 and 1.1.2 to the consolidated financial statements for the year ended 31 December 2010 which describe the changes in accounting methods resulting from the application of new standards and interpretations as from 1 January, 2010, in particular the revised standards IFRS 3 “Business combinations” and IAS 27 “Consolidated and separate financial statements”, which main changes are presented in the note 1.4. to the consolidated financial statements for the year ended 31 December 2010.																																																												
B.12	Selected financial information	<p>There has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2011.</p> <p>There has been no significant change in the financial or trading position of the Issuer and the Group since 30 June 2012.</p> <ul style="list-style-type: none"> The following tables show the Group’s key figures related to the income statement and balance sheet (consolidated figures) as at 31 December 2011 and 2010. <div style="text-align: right; margin-bottom: 10px;">  </div> <div style="display: flex; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: 0.8em; margin-right: 10px;">FINANCIAL APPENDICES</div> <div> <h3 style="margin: 0;">Summary income statement</h3> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; font-weight: normal;">In €m</th><th style="text-align: right; font-weight: normal;">2010</th><th style="text-align: right; font-weight: normal;">2011</th></tr> </thead> <tbody> <tr> <td>Revenues</td><td style="text-align: right;">84,478</td><td style="text-align: right;">90,673</td></tr> <tr> <td>Purchases</td><td style="text-align: right;">(44,673)</td><td style="text-align: right;">(46,695)</td></tr> <tr> <td>Personnel costs</td><td style="text-align: right;">(11,755)</td><td style="text-align: right;">(12,775)</td></tr> <tr> <td>Amortization depreciation and provisions</td><td style="text-align: right;">(5,899)</td><td style="text-align: right;">(7,115)</td></tr> <tr> <td>Other operating incomes and expenses</td><td style="text-align: right;">(13,356)</td><td style="text-align: right;">(15,110)</td></tr> <tr> <td>Current operating income</td><td style="text-align: right;">8,795</td><td style="text-align: right;">8,978</td></tr> <tr> <td>MtM, impairment, restructuring, disposals and others</td><td style="text-align: right;">702</td><td style="text-align: right;">706</td></tr> <tr> <td>Income from operating activities</td><td style="text-align: right;">9,497</td><td style="text-align: right;">9,684</td></tr> <tr> <td>Financial result (expense)</td><td style="text-align: right;">(2,222)</td><td style="text-align: right;">(2,606)</td></tr> <tr> <td> o/w cost of net debt⁽¹⁾</td><td style="text-align: right;">(1,566)⁽²⁾</td><td style="text-align: right;">(1,945)</td></tr> <tr> <td> o/w discounting expense related to long term provisions</td><td style="text-align: right;">(588)</td><td style="text-align: right;">(597)</td></tr> <tr> <td> o/w dividends and others</td><td style="text-align: right;">(67)⁽²⁾</td><td style="text-align: right;">(64)</td></tr> <tr> <td>Income tax</td><td style="text-align: right;">(1,913)</td><td style="text-align: right;">(2,119)</td></tr> <tr> <td> o/w current income tax</td><td style="text-align: right;">(2,164)</td><td style="text-align: right;">(1,647)</td></tr> <tr> <td> o/w deferred income tax</td><td style="text-align: right;">251</td><td style="text-align: right;">(473)</td></tr> <tr> <td>Share in net income of associates</td><td style="text-align: right;">264</td><td style="text-align: right;">462</td></tr> <tr> <td>Non controlling interests</td><td style="text-align: right;">(1,010)</td><td style="text-align: right;">(1,418)</td></tr> <tr> <td>Net income group share</td><td style="text-align: right;">4,616</td><td style="text-align: right;">4,003</td></tr> <tr> <td>EBITDA</td><td style="text-align: right;">15,086</td><td style="text-align: right;">16,525</td></tr> </tbody> </table> </div> </div> <p style="margin-top: 10px;">(1) Based on new debt net definition. (2) Reclassification following new net debt definition</p>	In €m	2010	2011	Revenues	84,478	90,673	Purchases	(44,673)	(46,695)	Personnel costs	(11,755)	(12,775)	Amortization depreciation and provisions	(5,899)	(7,115)	Other operating incomes and expenses	(13,356)	(15,110)	Current operating income	8,795	8,978	MtM, impairment, restructuring, disposals and others	702	706	Income from operating activities	9,497	9,684	Financial result (expense)	(2,222)	(2,606)	o/w cost of net debt ⁽¹⁾	(1,566) ⁽²⁾	(1,945)	o/w discounting expense related to long term provisions	(588)	(597)	o/w dividends and others	(67) ⁽²⁾	(64)	Income tax	(1,913)	(2,119)	o/w current income tax	(2,164)	(1,647)	o/w deferred income tax	251	(473)	Share in net income of associates	264	462	Non controlling interests	(1,010)	(1,418)	Net income group share	4,616	4,003	EBITDA	15,086	16,525
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Summary balance sheet

GDF SUEZ

FINANCIAL APPENDICES

In €bn

ASSETS	12/31/10 ⁽¹⁾	12/31/11	LIABILITIES	12/31/10 ⁽¹⁾	12/31/11
NON CURRENT ASSETS	133.3	149.9	Equity, group share	62.1	62.9
			Non controlling interests	8.5	17.3
CURRENT ASSETS	51.1	63.5	TOTAL EQUITY	70.6	80.3
o/w financial assets valued at fair value through profit/loss	1.7	2.9	Provisions	14.5	16.2
o/w cash & equivalents	11.3	14.7	Financial debt	47.2	56.6
			Other liabilities	52.1	60.3
TOTAL ASSETS	184.4	213.4	TOTAL LIABILITIES	184.4	213.4

2011 Net Debt = Financial debt of €56.6bn – Cash & equivalents of €14.7bn – Financial assets valued at fair value through profit/loss of €2.9bn – Cash collaterals on financial debt of €0.3bn (incl. in non-current assets) – Derivative instruments hedging items included in the debt of €1.1bn

(1) Restatements related to a correction in the computation of “gas in the meter” receivables accounted for in the Energy France business line. See note 1.2 of 2011 consolidated financial statements for full details

- The following tables show the Group’s key figures related to the income statement and balance sheet (consolidated figures) as at 30 June 2012.

Summary income statement

GDF SUEZ

In €m	H1 2011	H1 2012
Revenues	45,678	50,535
Purchases	-23,534	-27,546
Personnel costs	-6,395	-6,625
Amortization depreciation and provisions	-3,425	-3,589
Other operating incomes and expenses	-7,093	-7,340
Current operating income	5,231	5,436
MtM, impairment, restructuring, disposals and others	433	133
Income from operating activities	5,664	5,569
Financial result (expense)	-1,075	-1,528
of which cost of net debt ⁽¹⁾	-903	-979
of which debt restructuring and change in fair value of derivatives not included in net debt	62	-296
of which others	-233	-253
Income tax	-1,371	-1,208
of which current income tax	-958	-1,461
of which deferred income tax	-413	252
Share in net income of associates	300	261
Minority interests	-781	-763
Net income group share	2,738	2,331
EBITDA	8,865	9,236

(1) Reclassification following net debt definition of full year 2011

Summary balance sheet

GDF SUEZ

In €bn

ASSETS	12/31/11	6/30/12	LIABILITIES	12/31/11	6/30/12
NON CURRENT ASSETS	149.9	149.7	Equity, group share	62.9	62.2
			Minority interests	17.3	11.4
CURRENT ASSETS	63.5	64.4	TOTAL EQUITY	80.3	73.7
of which financial assets valued at fair value through profit/loss	2.9	1.0	Provisions	16.2	16.5
of which cash & equivalents	14.7	18.3	Financial debt	56.6	65.8
			Other liabilities	60.3	58.1
TOTAL ASSETS	213.4	214.1	TOTAL LIABILITIES	213.4	214.1

H1 2012 Net Debt = Financial debt of 65.8bn – Cash & equivalents of €18.3bn - Financial assets valued at fair value through profit/loss of €1.0bn - Cash collaterals on financial debt of €0.3bn (incl. in non-current assets) - Derivative instruments hedging items included in the debt of €1.0bn

B.13	Recent material events particular to the Issuer's solvency	Doel 3 nuclear power station was shut down for its 10-yearly overhaul on 2 June and the shutdown was extended on 7 August 2012. In addition to annual maintenance, the safety report also provides for a full check-up of all facilities. The scope of this work, entailing the performance of no fewer than 10,000 maintenance tasks and other checks, necessitated the plant's extraordinary shutdown.
B.14	Extent to which the Issuer is dependent upon other entities within the Group	GDF SUEZ (formerly referred to as Gaz de France) is the ultimate holding company of the Group. However, GDF SUEZ operates its own business; it does not act as a simple holding company vis-à-vis its subsidiaries. At the end of 2011, the number of GDF SUEZ's direct or indirect subsidiaries (controlling interest) was approximately 2,400.
B.15	Principal activities of the Issuer	<p>The Group is active throughout the entire energy value chain, in electricity and natural gas, upstream to downstream in:</p> <ul style="list-style-type: none"> • purchasing, production and marketing of natural gas and electricity; • transmission, storage, distribution, management and development of major natural gas infrastructures; and • energy services and services related to environmental management (water, waste). <p>The Group is organised into 6 business lines (five energy business lines and one environment business line):</p> <ul style="list-style-type: none"> • the Energy Europe business line; • the Energy International business line; • the Global Gas & LNG business line; • the Infrastructures business line;

		<ul style="list-style-type: none"> the Energy Services business line; and the Environment business line.
B.16	Extent to which the Issuer is directly or indirectly owned or controlled	<p>GDF SUEZ is a publicly traded company and its shares are listed and admitted to trading on Euronext Paris.</p> <p>To the Issuer's knowledge, as of 31 December 2011, only the French State and Groupe Bruxelles Lambert, acting alone or in concert, hold share capital or voting rights in GDF SUEZ that exceeds one of the statutory thresholds.</p> <p>The Issuer has no knowledge of any shareholders owning 5 per cent. or more of GDF SUEZ's share capital that have notified it of crossing statutory disclosure thresholds.</p> <p>Under the terms of law No. 2004-803 of 9 August 2004 as amended by law No. 2006-1537 of 7 December 2006, the State must at all times hold more than one-third of the Issuer's capital. Pursuant to Article 24.1 of law No. 2004-803 of 9 August 2004 and decree No. 2007-1790 of 20 December 2007, the share capital of GDF SUEZ includes a golden share resulting from the conversion of one ordinary share which is held by the French State, and is aimed at protecting France's critical interests in the energy sector and ensuring the continuity and safeguarding of energy supplies. The golden share is granted to the French State indefinitely and entitles it to veto decisions made by GDF SUEZ, or its French subsidiaries, which directly or indirectly seek to sell in any form whatsoever, transfer operations, assign as collateral or guarantee or change the intended use of certain assets covered by the decree, if it considers they could harm French energy interests as regards the continuity and safeguarding of supplies.</p>
B.17	Credit ratings assigned to the Issuer or its debt securities	<p>The Programme (as defined below) has been rated A by Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. ("S&P") and the senior unsecured notes and short term notes of the Issuer under this Programme have been assigned a rating of A1 and Prime-1 with negative outlook respectively by Moody's Investors Service Ltd ("Moody's"). GDF SUEZ is currently rated A1/P-1 with negative outlook by Moody's and A/A-1 with stable outlook by S&P. Each of S&P and Moody's is established in the European Union and is registered under Regulation (EC) No 1060/2009, as amended (the "CRA Regulation"). Each of S&P and Moody's is included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation.</p> <p>Notes issued pursuant to the Programme may be unrated or rated differently from the current ratings of GDF SUEZ. The relevant Final Terms will specify whether or not such credit ratings are issued by a credit rating agency established in the European Union and registered under the CRA Regulation. 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.</p>
B.18	Nature and scope of the Guarantee	<p>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. In such case, GDF SUEZ would unconditionally and irrevocably guarantee the payment of principal and interest on the Notes pursuant to an autonomous obligation (<i>garantie autonome</i>) of GDF SUEZ (the "Guarantee").</p> <p>The Guarantee will constitute an unconditional, unsubordinated and (subject to the provisions of Condition 4 of the Terms and Conditions of the Notes which is summarised in the paragraph "Negative pledge" below (see C.8)) unsecured obligation of the Guarantor 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.</p> <p>In relation to any payment made by the Guarantor under the Guarantee, if such Guarantor is</p>

		<p>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 law, it shall pay, to the extent not prohibited by French law, such additional amounts as may be necessary in order that the Noteholders receive, after such deduction, the amount provided in such Notes due and payable.</p> <p>References in this Summary to “Guarantor” shall mean GDF SUEZ, in its capacity as guarantor of Notes if there is a substitution of the Issuer.</p>
B.19	Information about the Guarantor	In the event of a substitution of Issuer, GDF SUEZ would act as Guarantor. The information about the Guarantor is set out in this Section B.

Section C - Securities		
C.1	Type and class of the Notes	<p>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”).</p> <p>The Notes will be issued on a syndicated or non-syndicated basis.</p> <p>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.</p> <p>The relevant Final Terms will specify whether Dematerialised Notes are to be in bearer (<i>au porteur</i>) dematerialised form or in registered (<i>au nominatif</i>) dematerialised form.</p> <p>Materialised Notes will be in bearer form (“Materialised Bearer Notes”) only. A temporary global certificate in bearer form without interest coupons attached (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.</p> <p>In the case of Dematerialised Notes, the Noteholders (as defined below) 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.</p> <p>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.</p> <p>The Notes have been accepted for clearance through Euroclear France as central depositary in relation to Dematerialised Notes and Clearstream Banking, <i>société anonyme</i> (“Clearstream, Luxembourg”), Euroclear Bank S.A./N.V. (“Euroclear”) or any other clearing system that may be agreed between the Issuer, the fiscal agent in respect of the Programme (the “Fiscal Agent”) and the relevant Dealer (as defined below) in relation to Materialised Notes. Transfers between Euroclear and Clearstream, Luxembourg participants, on the one hand, and Euroclear France account holders (“Euroclear France Account Holders”), on the other hand, shall be effected directly or via their respective depositaries in accordance with applicable rules and operating procedures established for this purpose by Euroclear and Clearstream, Luxembourg, on the one</p>

		hand, and Euroclear France on the other hand.
C.2	Currencies	Subject to compliance with all relevant laws, regulations and directives, Notes 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.
C.5	A description of any restrictions on the free transferability of the Notes	Not Applicable. There is no restriction on the free transferability of the Notes.
C.8	Description of rights attached to the Notes	<ul style="list-style-type: none"> <u>Description of the Programme</u> 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 any issuer substituted to GDF SUEZ, pursuant to the Euro Medium Term Note Programme arranged by Deutsche Bank AG, Paris Branch (the “Programme”). The dealers in respect of the Programme (the “Dealers”) are: Barclays Bank PLC BNP PARIBAS Citigroup Global Markets Limited Crédit Agricole Corporate and Investment Bank Deutsche Bank AG, London Branch HSBC Bank plc Merrill Lynch International NATIXIS Société Générale The Royal Bank of Scotland plc The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this summary 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. <u>Issue price</u> Notes may be issued at their nominal amount or at a discount or premium to their nominal amount. <u>Specified denomination</u> 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 €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 will have a minimum denomination of £100,000 (or its equivalent in other

		<p>currencies).</p> <ul style="list-style-type: none"> • <u>Status of the Notes</u> <p>The Notes will constitute unconditional, unsubordinated and (subject to the provisions of Condition 4 of the Terms and Conditions of the Notes which is summarised in the paragraph “Negative pledge” below) unsecured obligations of the 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 Issuer.</p> <ul style="list-style-type: none"> • <u>Negative pledge</u> <p>So long as any of the Notes or, if applicable, any receipts or coupons relating to them, remains outstanding, the Issuer [or, as the case may be, the Guarantor,] will not grant any mortgage (<i>hypothèque</i>), pledge or other form of security interest (<i>sûreté réelle</i>) 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 [or, in the case of the Guarantor, for the benefit of other holders of negotiable bonds, notes or debt securities it guarantees, and in each case] 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.</p> <p>None of the above shall prevent the Issuer [or, as the case may be, the Guarantor,] from securing any present or future indebtedness for the benefit of holders of other negotiable bonds, notes or debt instruments [or, in the case of the Guarantor, for the benefit of other holders of negotiable bonds, notes or debt securities it guarantees, and in each case] 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.</p> <ul style="list-style-type: none"> • <u>Cross acceleration</u> <p>The Notes may become due and payable at their principal amount together with any accrued interest thereon if the 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 150,000,000 (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.</p> <ul style="list-style-type: none"> • <u>Withholding tax</u> <p>All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. If such a withholding or deduction is required, the Issuer will have to gross-up its payments to the fullest extent then permitted by law and subject to certain exceptions.</p> <ul style="list-style-type: none"> • <u>Governing law</u> <p>The Notes and all non-contractual obligations arising out of or in connection with them, are governed by French law.</p>
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		Terms used above between square brackets shall apply to Notes guaranteed by GDF SUEZ, in the event of a substitution of the Issuer, as more fully described in paragraphs B.18 and B.19 above.
C.9	Interest, maturity and redemption provisions, yield and representation of the Noteholders	<ul style="list-style-type: none"> • <u>Fixed Rate Notes</u> Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms. • <u>Floating Rate Notes</u> Floating Rate Notes will bear interest determined separately for each Series as follows: <ul style="list-style-type: none"> (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, EURIBOR or EUR CMS (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. • <u>Zero Coupon Notes</u> Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest. • <u>Inflation Linked Interest Notes</u> Inflation Linked Interest Notes may be issued by the Issuer where the interest in respect of such Notes will be calculated by reference to an inflation index ratio derived from the consumer price index (excluding tobacco) for all households in metropolitan France, as calculated and published monthly by the <i>Institut National de la Statistique et des Etudes Economiques</i> (“INSEE”) (the “Inflation Index Ratio”). • <u>Interest periods and rates of interest</u> 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. • <u>Maturities</u> Subject to compliance with all relevant laws, regulations and directives, any maturity from one month from the date of original issue. • <u>Redemption</u> 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). • <u>Make-whole Redemption at the option of the Issuer</u> If so specified in the relevant Final Terms, in respect of any issue of Notes, the Issuer may redeem the Notes, in whole or in part, at any time or from time to time (but no later than the Call Option Date (as defined in paragraph “Residual Call Option” below) if applicable), prior to their Maturity Date (as specified in the relevant Final Terms) at their Optional Redemption Amount (as defined below). Such Optional Redemption Amount will be the greater of (x) 100

		<p>per cent. of the nominal amount of the Notes so redeemed and, (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Notes (not including any interest accrued on the Notes to, but excluding, the relevant Optional Redemption Date) discounted to the relevant Optional Redemption Date (as specified in the relevant Final Terms), on an annual basis at the Reference Rate (as specified in the relevant Final Terms) plus a Redemption Margin (as specified in the relevant Final Terms), plus in each case (x) or (y) above, any interest accrued on the Notes to, but excluding, the Optional Redemption Date (the “Optional Redemption Amount”).</p> <ul style="list-style-type: none"> • <u>Residual Call Option</u> <p>If a Residual Call Option is specified in the relevant Final Terms, the Issuer may, at any time or from time to time, as from the Call Option Date (as specified in the Final Terms) which shall be no earlier than 90 days before the Maturity Date until the Maturity Date, redeem the Notes, in whole or in part, at par together with interest accrued to, but excluding, the date fixed for redemption.</p> <ul style="list-style-type: none"> • <u>Optional redemption</u> <p>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 Issuer (either in whole or in part) and/or the holders of the Notes (the “Noteholders”) and, if so, the terms applicable to such redemption.</p> <ul style="list-style-type: none"> • <u>Redemption by instalments</u> <p>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.</p> <ul style="list-style-type: none"> • <u>Early redemption</u> <p>Except as provided in “Make-whole Redemption at the option of the Issuer”, “Residual Call Option” and “Optional Redemption” above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons.</p> <ul style="list-style-type: none"> • <u>Yield</u> <p>The Final Terms issued in respect of each issue of Fixed Rate Notes will set out an indication of the yield of the Notes.</p> <ul style="list-style-type: none"> • <u>Representation of the Noteholders</u> <p>In respect of the representation of the Noteholders, the following shall apply:</p> <ol style="list-style-type: none"> (a) If the relevant Final Terms specifies “No <i>Masse</i>”, the Noteholders will not, in respect of all Tranches in any Series, be grouped for the defence of their common interests in a <i>masse</i> (the “Masse”) and the provisions of the French <i>Code de commerce</i> relating to the <i>Masse</i> shall not apply; or (b) If the relevant Final Terms specifies “Full <i>Masse</i>”, the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a <i>Masse</i> and the provisions of the French <i>Code de commerce</i> relating to the <i>Masse</i> shall apply; or (c) If the relevant Final Terms specifies “Contractual <i>Masse</i>”, Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a <i>Masse</i>. The <i>Masse</i> will be governed by the provisions of the French <i>Code de commerce</i> 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
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		<p>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.</p> <p>If paragraph (b) or (c) above is provided as applicable in the relevant Final Terms, the Masse will act in part through a representative (the “Representative”) and in part through general meetings of the Noteholders. The names and addresses of the initial Representative 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.</p>
C.10	Derivative component in interest payments	Other than Inflation Linked Interest Notes, Notes issued under the Programme do not contain any derivative components. Inflation Linked Interest Notes are linked to the consumer price index (excluding tobacco) for all households in metropolitan France, as calculated and published monthly by the INSEE.
C.11	Listing and admission to trading	Notes issued under the Programme may be listed and admitted to trading on Euronext Paris or as otherwise specified in the relevant Final Terms. A Series of Notes may be unlisted.
C.15	Description of how the value of investment is affected by the value of the underlying instrument	Inflation Linked Interest Notes are debt securities which do not provide for predetermined interest payments. Interest amounts will be dependent upon the performance of the consumer price index (excluding tobacco) for all households in metropolitan France, as calculated and published monthly by the INSEE. The amount of interest payable by the Issuer may vary and Noteholders may receive no interest. However, the nominal amount of Inflation Linked Interest Notes repaid at maturity is not indexed.
C.16	Derivative Notes - Maturity	Subject to compliance with all relevant laws, regulations and directives, any maturity from one month from the date of original issue.
C.17	Derivative Notes – Settlement procedure	<p>Inflation Linked Interest Notes issued under the Programme as Dematerialised Notes have been accepted for clearance through Euroclear France as central depository.</p> <p>Inflation Linked Interest Notes issued under the Programme as Materialised Bearer Notes will be represented initially upon issue by Temporary Global Certificates and have been accepted for clearance through Clearstream, Luxembourg, Euroclear or any other clearing system that may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer.</p>
C.18	Return on Derivative Notes	Payments of interest in respect of any Inflation Linked Interest Notes shall be determined by multiplying the outstanding nominal amount of such Note by the product of the rate <i>per annum</i> specified in the Final Terms and the relevant Inflation Index Ratio.
C.19	Derivative Notes – Exercise price/ Final reference price	Not Applicable.
C.20	Derivative Notes – Description of Underlying	Inflation Linked Interest Notes are Notes where only the coupons are indexed. In addition to the real yield fixed when the issue is launched applied to a non-indexed principal, the coupon pays the annual change in inflation, applied in percentage of the issue’s nominal amount. However, the nominal amount of the Inflation Linked Interest Notes repaid at maturity is not indexed. Inflation Linked Interest Notes are linked to the consumer price index (excluding tobacco) for all households in metropolitan France, as calculated and published monthly by the INSEE: the

		CPI. The CPI is the official instrument for measuring inflation. It allows an estimation between two given periods of the average change in prices of goods and services consumed by households on French territory. It is a summary gauge of movements in prices of products on a constant-quality basis.
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Section D –Risks Factors		
D.2	Key information on the key risks that are specific to the Issuer or its industry	<p>Prospective investors should consider, among other things, the risk factors relating to GDF SUEZ, its operations and its industry and which are inherent in investing in Notes under the Programme. These risk factors include the following categories of risks:</p> <ul style="list-style-type: none"> • 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. <p>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.</p>
D.3	Key information on the key risks that are specific to the Notes	<p>There are certain factors that may affect GDF SUEZ's ability to fulfil its obligations under Notes issued under the Programme, including:</p> <ul style="list-style-type: none"> • General risks relating to the Notes (<i>e.g.</i> independent review and advice, potential conflicts of interest, legality of purchase, taxation, liquidity risks, exchange rate risks) such as: <ul style="list-style-type: none"> - 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, is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in investing in or holding the Notes; - 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 Issuer, and/or that of the Group and a number of additional factors; - 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. • Risks relating to the structure of a particular issue of Notes (<i>e.g.</i> optional redemption, Fixed Rate Notes, Floating Rate Notes, Inflation Linked Interest Notes): <ul style="list-style-type: none"> - any optional redemption feature where the Issuer is given the right to redeem the Notes early might negatively affect the market value of such Notes. During any period when the 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; - 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 Notes;

		<p>- 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. 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). Accordingly, the market value of floating rate Notes may be volatile if changes to the reference rate can only be reflected in the interest rate of these Notes upon the next periodic adjustment of the relevant reference rate.</p>
D.6	Key information on factors which are material for the purpose of assessing the risks associated with Inflation Linked Interest Notes	<p>Potential investors in Inflation Linked Interest Notes should be aware that such Notes are debt securities which do not provide for predetermined interest payments. Interest amounts will be dependent upon the performance of the consumer price index (excluding tobacco) for all households in metropolitan France, as calculated and published monthly by the INSEE. The amount of interest payable by the Issuer may vary and Noteholders may receive no interest. However, the nominal amount of the Notes repaid at maturity is not indexed.</p>

Section E - Offer		
E.2b	Reason for the offer and use of proceeds	<p>The net proceeds of the issue of each Tranche of Notes will be used by the Issuer for its general corporate purposes. If in respect of any particular issue of Notes, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.</p>
E.3	Terms and conditions of the offer	<p>The relevant Final Terms will specify the terms and conditions of the offer applicable to each Tranche of Notes.</p> <p>Other than as set out in section A.2 above, neither the Issuer nor any of the Dealers has authorised the making of any Public Offer by any person in any circumstances and such person is not permitted to use the Prospectus in connection with its offer of any Notes. Any such offers are not made on behalf of the Issuer or by any of the Dealers or Authorised Offerors and none of the Issuer or any of the Dealers or Authorised Offerors has any responsibility or liability for the actions of any person making such offers.</p>
E.4	Interests of natural and legal persons involved in the issue of the Notes	<p>The relevant Final Terms will specify any interests of natural and legal persons involved in the issue of the Notes.</p>
E.7	Estimated expenses charged to investor by the Issuer or the offeror	<p>The relevant Final Terms will specify the estimated expenses applicable to Tranche of Notes.</p>

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

Les résumés contiennent des exigences de publicité appelées « Éléments » dont la communication est requise par l'Annexe XXII du Règlement délégué (UE) n°486/2012 du 30 mars 2012. Ces éléments sont numérotés dans les sections A à E (A.1 –E.7).

Ce résumé contient tous les éléments devant être inclus dans un résumé pour ce type de valeurs mobilières et d'Émetteur. La numérotation des Éléments peut ne pas se suivre en raison du fait que certains Éléments n'ont pas à être inclus.

Bien qu'un Éléments doive être inclus dans le résumé du fait du type de valeur mobilière et d'Émetteur concerné, il se peut qu'aucune information pertinente ne puisse être donnée sur cet Éléments. Dans ce cas, une brève description de l'Éléments est incluse dans le résumé suivie de la mention « Sans objet ».

Section A - Introduction et avertissements	
A.1	Ce résumé est fourni dans le cadre d'une émission par GDF SUEZ de Titres ayant une valeur nominale unitaire inférieure à 100 000 euros. Ce résumé doit être lu comme une introduction au présent Prospectus de Base. Toute décision d'investir dans les Titres doit être fondée sur un examen exhaustif du Prospectus de Base par les investisseurs, y compris les documents qui y sont incorporés par référence et tout supplément qui pourrait être publié à l'avenir. Lorsqu'une action concernant l'information contenue dans le présent Prospectus de Base est intentée devant un tribunal, le plaignant peut, selon la législation nationale de l'État Membre de l'Espace Economique Européen, avoir à supporter les frais de traduction de ce Prospectus de Base avant le début de la procédure judiciaire. Seule peut être engagée la responsabilité civile des personnes qui ont présenté le résumé ou la traduction de ce dernier, mais seulement si le contenu du résumé est trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base ou s'il ne fournit pas, lu en combinaison avec les autres parties du Prospectus de Base, les informations clés permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans les Titres.
A.2	<p>Dans le cadre de toute offre de Titres en France, au Royaume-Uni, en Allemagne, aux Pays-Bas, en Belgique, au Grand-Duché de Luxembourg et/ou en Italie (les « Pays de l'Offre Publique ») qui ne bénéficie pas de l'exemption à l'obligation de publication d'un prospectus en vertu de la Directive Prospectus, telle que modifiée, (une « Offre Publique »), l'Émetteur consent à l'utilisation du Prospectus dans le cadre d'une Offre Publique de tout Titre durant la période d'offre indiquée dans les Conditions Définitives concernées (la « Période d'Offre ») et dans les Pays de l'Offre Publique indiqué(s) dans les Conditions Définitives concernées par:</p> <p>(1) sous réserve des conditions prévues dans les Conditions Définitives, tout intermédiaire financier désigné dans ces Conditions Définitives ; ou</p> <p>(2) si cela est indiqué dans les Conditions Définitives concernées, tout intermédiaire financier qui remplit les conditions suivantes : (a) qui agit conformément à toutes les lois, règles, réglementations et recommandations applicables de toute autorité (les « Règles »), y compris, notamment et dans chacun des cas, les Règles relatives à la fois à l'opportunité ou à l'utilité de tout investissement dans les Titres par toute personne et à la divulgation à tout investisseur potentiel ; (b) qui respecte les restrictions énoncées dans la partie "<i>Subscription and Sale</i>" du présent Prospectus de Base qui s'appliquent comme s'il s'agissait d'un Agent Placeur ; (c) qui s'assure que tous les frais (et toutes les commissions ou avantages de toute nature) reçus ou payés par cet intermédiaire financier en raison de l'offre ou de la cession des Titres sont entièrement et clairement communiqués aux investisseurs ou aux investisseurs potentiels ; (d) qui détient tous les permis, autorisations, approbations et accords nécessaires à la sollicitation, ou à l'offre ou la cession des Titres, en application des Règles ; (e) qui conserve les dossiers d'identification des investisseurs au moins pendant la période minimum requise par les Règles applicables et doit, sur demande, mettre ces registres à la disposition des Agent(s) Placeur(s) concerné(s) et de l'Émetteur ou les</p>

	<p>mettre directement à la disposition des autorités compétentes dont l'Émetteur et/ou les Agent(s) Placeur(s) concerné(s) dépendent afin de permettre à Émetteur et/ou aux Agent(s) Placeur(s) concerné(s) de respecter les Règles relatives à la lutte contre le blanchiment d'argent, à la lutte contre la corruption et les règles de connaissance du client applicables à l'Émetteur et /ou aux Agent(s) Placeur(s) concerné(s) ; (f) qui n'entraîne pas, directement ou indirectement, la violation d'une Règle par l'Émetteur ou les Agent(s) Placeur(s) concerné(s) ou qui ne soumet pas l'Émetteur ou les Agent(s) Placeur(s) concerné(s) à l'obligation d'effectuer un dépôt, d'obtenir une autorisation ou un accord dans tout pays ; et (g) qui satisfait à tout autre condition spécifiée dans les Conditions Définitives concernées (dans chacun des cas un « Établissement Autorisé »). Afin d'éviter toute ambiguïté, ni les Agents Placeurs ni l'Émetteur n'aura d'obligation de s'assurer qu'un Etablissement Autorisé agira en conformité avec toutes les lois et réglementations et, en conséquence, ni les Agents Placeurs ni l'Émetteur ne pourra voir sa responsabilité engagée à ce titre.</p> <p>L'Émetteur accepte la responsabilité, dans les Pays de l'Offre Publique indiqué(s) dans les Conditions Définitives, du contenu du Prospectus vis-à-vis de toute personne (un « Investisseur ») se trouvant dans ces Pays de l'Offre Publique à qui une offre de tout Titres est faite par tout Établissement Autorisé et lorsque l'offre est faite pendant la période pour laquelle le consentement est donné. Toutefois, ni l'Émetteur ni aucun Agent Placeur n'est responsable des actes commis par tout Établissement Autorisé, y compris concernant le respect des règles de conduite des affaires applicables à l'Établissement Autorisé ou à d'autres obligations réglementaires locales ou à d'autres obligations légales relatives aux valeurs mobilières en lien avec une telle offre applicables à l'Établissement Autorisé.</p> <p>Le consentement mentionné ci-dessus s'applique à des Périodes d'Offre (le cas échéant) intervenant dans les 12 mois suivant l'approbation du Prospectus de Base par l'AMF.</p> <p>Un Investisseur qui a l'intention d'acquérir ou qui acquiert des Titres auprès d'un Établissement Autorisé le fera, et les offres et cessions des Titres par un Établissement Autorisé à un Investisseur se feront, dans le respect de toutes conditions et autres accords mis en place entre l'Établissement Autorisé et l'Investisseur concernés y compris en ce qui concerne l'allocation du prix et les accords de règlement-livraison (les « Modalités de l'Offre Publique »). L'Émetteur ne sera pas partie à de tels accords avec des Investisseurs (autres que les Agents Placeurs) dans le contexte de l'offre ou la cession des Titres et, en conséquence, le Prospectus de Base et les Conditions Définitives ne comprendront pas ces informations. Les Modalités de l'Offre Publique devront être communiquées aux Investisseurs par l'Établissement Autorisé au moment de l'Offre Publique. Ni l'Émetteur ni aucun des Agents Placeurs ou des Établissements Autorisés ne sont responsables de cette information.</p>
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Section B – Émetteur		
B.1	La raison sociale et le nom commercial de l'Émetteur	GDF SUEZ (« GDF SUEZ » ou l'« Émetteur », et avec l'ensemble de ses filiales entièrement consolidées, le « Groupe »).
B.2	Le siège social et la forme juridique de l'Émetteur/la législation qui régit l'activité et le pays	GDF SUEZ est régie par le droit français et 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 GDF SUEZ, et à ses statuts. Les lois spécifiques régissant GDF SUEZ sont notamment la loi n° 46-628 du 8 avril 1946 sur la nationalisation de l'électricité et du gaz, la loi n° 2003-8 du 3 janvier 2003 relative aux marchés du gaz et de l'électricité et au service public de l'énergie, la loi n° 2004-803 du 9 août 2004 relative au service public de

	d'origine de l'Émetteur	l'électricité, du gaz et aux entreprises électriques et gazières, ainsi que la loi n° 2006-1537 du 7 décembre 2006 relative au secteur de l'énergie. GDF SUEZ est immatriculée au Registre du commerce et des sociétés de Nanterre sous le numéro 542 107 651. Au 1er août 2012, le capital social de GDF SUEZ s'établit à 2 321 773 449 euros divisé en 2 321 773 449 actions entièrement libérées de 1 euro de nominal chacune. Son siège social administratif et statutaire est situé au 1, place Samuel de Champlain, 92400 Courbevoie, France.
B.4b	Une description de toutes les tendances connues touchant l'Émetteur ainsi que les industries de son secteur	<p>GDF SUEZ est un industriel de référence dans les métiers du gaz, de l'électricité ainsi que des services à l'énergie et à l'environnement. Il est actif sur l'ensemble de la chaîne de valeur de l'énergie, en électricité et en gaz naturel, de l'amont à l'aval.</p> <p>GDF SUEZ développe un <i>business model</i> équilibré :</p> <ul style="list-style-type: none"> • par sa présence dans des métiers complémentaires sur toute la chaîne de valeur (répartition du chiffre d'affaires équilibrée entre gaz, électricité et services) ; • par sa présence dans des régions soumises à des cycles économiques et conjoncturels différents, avec une position forte dans les pays émergents aux meilleures perspectives de croissance, position renforcée en 2011 avec l'intégration d'International Power ; • par sa présence répartie entre des activités exposées aux incertitudes des marchés et d'autres au profil de revenu récurrent (infrastructures, contrats de type PPA, activités régulées dans l'eau...) ; • par un mix énergétique équilibré avec une priorité donnée aux énergies peu ou pas carbonées. <p>Ce <i>business model</i> répond aux exigences de l'environnement économique dans lequel le Groupe évolue. Cet environnement est caractérisé par la confirmation des tendances de fond que sont le renforcement de la concurrence en Europe, la convergence des marchés du gaz, de l'électricité et des services énergétiques et les enjeux de croissance durable.</p> <p>Il est également marqué par de récentes transformations appelant une évolution du modèle traditionnel européen du fournisseur géocentrique, que GDF SUEZ avait anticipée :</p> <ul style="list-style-type: none"> • dégradation conjoncturelle des prix sur les marchés de l'énergie dans les pays matures consécutivement à la crise économique ; • écart de croissance entre pays matures et émergents, accru avec la crise économique ; • adoption du paquet énergie-climat dans l'Union Européenne (objectifs dits des « 3 x 20 ») ; • hausse des incertitudes pesant sur les marchés de l'énergie, accentuée avec les événements politiques dans les pays arabes, l'accident nucléaire de la centrale de Fukushima et les incertitudes réglementaires. <p>Le développement de GDF SUEZ s'articule donc autour des axes suivants :</p> <ul style="list-style-type: none"> • accélération du développement dans les pays émergents en forte croissance, dans la production d'électricité et la filière GNL/exploration-production ; • intégration, recentrage et optimisation des activités en Europe ; • renforcement des activités à revenu récurrent.
B.5	Description du Groupe de l'Émetteur et de la position de l'Émetteur au sein du Groupe	GDF SUEZ (anciennement dénommée « Gaz de France ») est la société mère de tête du Groupe et 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.

B.9	Prévision ou estimation du bénéfice	<p>Les résultats du premier semestre permettent de confirmer les objectifs financiers 2012, à climat moyen et à régulation stable :</p> <ul style="list-style-type: none"> • Résultat net récurrent part du Groupe entre 3,7 et 4,2 milliards d’euros, • Dividende ordinaire stable ou en croissance par rapport à 2011, • Ratio dette nette/EBITDA ~2,5x et notation de catégorie “A”. <p>Le montant des investissements bruts pour l’année 2012 est désormais estimé dans une fourchette de 10 à 11 milliards d’euros.</p> <p>En outre, l’objectif du plan de performance Efficio 2 de 0,6 milliard d’euros est confirmé, avec 0,3 milliard d’euros réalisé au 30 juin, et inclus dans l’EBITDA indicatif d’environ 17 milliards d’euros pour 2012.</p> <p>Pour le deuxième semestre, dans un environnement économique qui s’annonce toujours difficile, le Groupe poursuivra son plan d’actions destiné à optimiser les coûts et la performance du Groupe, tout en conservant sa politique sociale dynamique destinée à valoriser le savoir faire des équipes de GDF SUEZ.</p>
B.10	Réserves contenues dans le rapport des Commissaires aux comptes	<p>Les rapports des Commissaires aux comptes sur les comptes consolidés des exercices clos les 31 décembre 2010 et 31 décembre 2011 et relatifs au premier semestre clos le 30 juin 2012 ne contiennent pas de réserves. Toutefois, le rapport des Commissaires aux comptes sur les comptes consolidés de l’exercice clos le 31 décembre 2010 contenu dans la section 11.3 du Document de Référence GDF SUEZ 2010 contient une observation. Les Commissaires aux comptes attirent l’attention sur les notes 1.1.1 et 1.1.2 aux comptes consolidés de l’exercice clos le 31 décembre 2010 qui exposent les changements de méthodes comptables résultant de l’application, à compter du 1er janvier 2010, de nouvelles normes et interprétations, et en particulier de la norme IFRS 3 révisée – <i>Regroupements d’entreprises</i> et de la norme IAS 27 révisée – <i>États financiers consolidés et individuels</i>, dont les principaux changements sont présentés dans la note 1.4 aux comptes consolidés de l’exercice clos le 31 décembre 2010.</p>
B.12	Informations financières sélectionnées	<p>Depuis le 31 décembre 2011, aucune détérioration significative n’a eu de répercussions sur les perspectives de l’émetteur.</p> <p>Aucun changement significatif de la situation financière ou commerciale de l’émetteur et du Groupe n’est survenu depuis le 30 juin 2012.</p>
		<ul style="list-style-type: none"> • Les tableaux ci-dessous font état des chiffres clés concernant le compte de résultat et le bilan du Groupe (données consolidées) aux 31 décembre 2011 et 2010.

Compte de résultat simplifié

En M€

GDF SUEZ

	2010	2011
Chiffre d'affaires	84 478	90 673
Achats	(44 673)	(46 695)
Charges de personnel	(11 755)	(12 775)
Amortissements, dépréciations et provisions	(5 899)	(7 115)
Autres produits et charges opérationnels	(13 356)	(15 110)
Résultat opérationnel courant	8 795	8 978
MTM, dépréciations d'actifs, restructurations et cessions	702	706
Résultat des activités opérationnelles	9 497	9 684
Résultat financier (charge)	(2 222)	(2 606)
dont coût de l'endettement net ⁽¹⁾	(1 566) ⁽²⁾	(1 945)
dont désactualisation des provisions	(588)	(597)
dont dividendes et autres	(67) ⁽²⁾	(64)
Impôts	(1 913)	(2 119)
dont impôts exigibles	(2 164)	(1 647)
dont impôts différés	251	(473)
Part dans les entreprises associées	264	462
Intérêts minoritaires	(1 010)	(1 418)
Résultat net part du groupe	4 616	4 003
EBITDA	15 086	16 525

(1) Avec nouvelle définition de la dette nette. (2) Reclassification selon la nouvelle définition de la dette nette

Bilan simplifié

En Mds€

GDF SUEZ

ACTIF	31/12/10 ⁽¹⁾	31/12/11	PASSIF	31/12/10 ⁽¹⁾	31/12/11
ACTIFS NON COURANTS	133,3	149,9	Capitaux propres, part du groupe	62,1	62,9
			Intérêts minoritaires	8,5	17,3
ACTIFS COURANTS	51,1	63,5	TOTAL CAPITAUX PROPRES	70,6	80,3
Dont actifs financiers évalués à la juste valeur par résultat	1,7	2,9	Provisions	14,5	16,2
Dont trésorerie et équivalents de trésorerie	11,3	14,7	Dettes financières	47,2	56,6
			Autres dettes	52,1	60,3
TOTAL ACTIF	184,4	213,4	TOTAL PASSIF	184,4	213,4

Dette nette au 31/12/2011 = dettes financières s'élevant à 56,6 Mds€ - trésorerie et équivalents de trésorerie (14,7 Mds€) - actifs financiers évalués à la juste valeur par résultat (2,9 Mds€) - actifs liés aux financements (0,3 Mds€ inclus dans les actifs non courants) - instruments financiers dérivés relatifs à la dette (1,1 Mds€)

(1) Données 2010 retraitées suite à la détection d'une erreur dans la détermination de la créance de « gaz en compteur » comptabilisée dans le Secteur Energie France. Voir la note 1.2 des comptes consolidés 2011.

- Les tableaux ci-dessous font état des chiffres clés concernant le compte de résultat et le bilan du Groupe (données consolidées) au 30 juin 2012

Compte de résultat simplifié

GDF SUEZ

En M€	S1 2011	S1 2012
Chiffre d'affaires	45 678	50 535
Achats	-23 534	-27 546
Charges de personnel	-6 395	-6 625
Amortissements, dépréciations et provisions	-3 425	-3 589
Autres produits et charges opérationnels	-7 093	-7 340
Résultat opérationnel courant	5 231	5 436
MtM, dépréciations d'actifs, restructurations et cessions	433	133
Résultat des activités opérationnelles	5 664	5 569
Résultat financier (charge)	-1 075	-1 528
dont coût de l'endettement net ⁽¹⁾	-903	-979
dont restructuration de la dette et variations de juste valeur des instruments dérivés non compris dans l'endettement net	62	-296
dont autres	-233	-253
Impôts	-1 371	-1 208
dont impôts exigibles	-958	-1 461
dont impôts différés	-413	252
Part dans les entreprises associées	300	261
Intérêts minoritaires	-781	-763
Résultat net part du groupe	2 738	2 331
EBITDA	8 865	9 236

(1) Reclassification selon la nouvelle définition de la dette nette de l'année 2011

Bilan simplifié

GDF SUEZ

En Mds€					
ACTIF	31/12/11	30/06/12	PASSIF	31/12/11	30/06/12
ACTIFS NON COURANTS	149,9	149,7	Capitaux propres, part du groupe	62,9	62,2
			Intérêts minoritaires	17,3	11,4
ACTIFS COURANTS	63,5	64,4	TOTAL CAPITAUX PROPRES	80,3	73,7
Dont actifs financiers évalués à la juste valeur par résultat	2,9	1,0	Provisions	16,2	16,5
Dont trésorerie et équivalents de trésorerie	14,7	18,3	Dettes financières	56,6	65,8
			Autres dettes	60,3	58,1
TOTAL ACTIF	213,4	214,1	TOTAL PASSIF	213,4	214,1

Dette nette au 30/06/2012 = dettes financières s'élevant à 65,8 Mds€ – trésorerie et équivalents de trésorerie 18,3 Mds€ – actifs financiers évalués à la juste valeur par résultat 1,0 Mds€ – actifs liés aux financements 0,3 Md€ (inclus dans les actifs non courants) – instruments

	financiers dérivés relatifs à la dette 1,0 Md€	
B.13	Événement récent propre à l'Émetteur présentant un intérêt significatif pour l'évaluation de sa solvabilité	La centrale nucléaire de Doel 3 est à l'arrêt depuis le 2 juin pour la révision décennale et sa mise à l'arrêt a été prolongée le 7 août 2012. Parallèlement à la révision d'entretien annuelle, le rapport de sûreté prévoit également un check-up complet de toutes les installations. Cela signifie un arrêt exceptionnel vu l'ampleur des travaux. Pas moins de 10 000 tâches d'entretien et de contrôle doivent être effectuées.
B.14	Degré de la dépendance de l'Émetteur à l'égard d'autres entités du Groupe	GDF SUEZ (anciennement dénommée Gaz de France) est la société mère de tête du Groupe. Toutefois, GDF SUEZ exerce une activité économique propre ; elle ne joue pas vis-à-vis de ses filiales le rôle d'une simple holding. Le nombre de filiales directes ou indirectes de GDF SUEZ (contrôle majoritaire) était d'environ 2400 à fin 2011.
B.15	Principales activités de l'Émetteur	<p>Le Groupe est présent sur l'ensemble de la chaîne de valeur de l'énergie, en électricité et en gaz naturel, de l'amont à l'aval, notamment en :</p> <ul style="list-style-type: none"> • achat, production et commercialisation de gaz naturel et d'électricité ; • transport, stockage, distribution, développement et exploitation de grandes infrastructures de gaz naturel ; et • fourniture de services énergétiques et services liés à la gestion de l'environnement (eau, déchets). <p>Le Groupe est organisé autour de 6 branches opérationnelles (cinq branches énergie et une branche environnement) :</p> <ul style="list-style-type: none"> • la branche Énergie Europe ; • la branche Énergie International ; • la branche Global Gaz et GNL ; • la branche Infrastructures ; • la branche Services ; et • la branche Environnement.
B.16	Entité(s) ou personne(s) détenant ou contrôlant directement ou indirectement l'Émetteur	<p>GDF SUEZ est une entreprise cotée et ses actions sont admises aux négociations sur Euronext Paris.</p> <p>À la connaissance de l'Émetteur, au 31 décembre 2011, seuls l'État et le Groupe Bruxelles Lambert, agissant seul ou de concert, détiennent une participation en capital ou en droits de vote de GDF SUEZ supérieure à l'un des seuils légaux.</p> <p>GDF SUEZ n'a pas connaissance d'autres actionnaires détenant au moins 5 pour cent du capital de GDF SUEZ et lui ayant fait parvenir une déclaration de franchissement de seuil légal.</p> <p>Aux termes de la loi n° 2004-803 du 9 août 2004, telle que modifiée par la loi n° 2006-1537 du 7 décembre 2006, l'État doit détenir à tout moment plus du tiers du capital de GDF SUEZ. Conformément à l'article 24.1 de la loi n° 2004-803 du 9 août 2004 et au décret n° 2007-1790 du 20 décembre 2007, le capital social de GDF SUEZ comprend une action spécifique résultant de la transformation d'une action ordinaire appartenant à l'État français, en vue de préserver les intérêts essentiels de la France dans le secteur de l'énergie relatifs à la continuité</p>

		et à la sécurité d’approvisionnement en énergie. L’action spécifique confère à l’État, et de manière pérenne, le droit de s’opposer aux décisions de GDF SUEZ et de ses filiales de droit français, ayant pour objet, directement ou indirectement, de céder sous quelque forme que ce soit, de transférer l’exploitation, d’affecter à titre de sûreté ou garantie, ou de changer la destination de certains actifs visés par le décret, s’il considère cette décision contraire aux intérêts essentiels de la France dans le secteur de l’énergie relatifs à la continuité et à la sécurité d’approvisionnement en énergie.
B.17	Notation assignée à l’Émetteur ou à ses titres d’emprunt	<p>Le Programme (tel que défini ci-après) a été noté A par Standard & Poor’s Rating Services, un département de The McGraw-Hill Companies, Inc. (« S&P ») et les titres non subordonnés non assortis de sûretés et les titres court terme de l’Émetteur au titre du Programme ont été respectivement notés A1 et Prime-1 avec perspective négative par Moody’s Investors Service Ltd (« Moody’s »). GDF SUEZ est actuellement noté A1/P-1 avec perspective négative par Moody’s et A/A-1 avec perspective stable par S&P. S&P et Moody’s sont établies dans l’Union Européenne et sont enregistrées au titre du Règlement (CE) N° 1060/2009, tel que modifié (le « Règlement CRA »). S&P et Moody’s apparaissent chacun dans la liste des agences de notation enregistrées publiée par l’ESMA (<i>European Securities and Markets Authority</i>) sur son site Internet conformément au Règlement CRA.</p> <p>Les Titres émis dans le cadre du Programme peuvent ne pas être notés ou avoir une notation différente de la notation actuelle de GDF SUEZ. Les Conditions Définitives concernées préciseront si les notations de crédit sont ou non émises par une agence de notation établie dans l’Union Européenne et enregistrée conformément au Règlement CRA. Une notation ne constitue pas une recommandation d’achat, de vente ou de détention des titres et peut à tout moment être suspendue, modifiée ou faire l’objet d’un retrait par l’agence de notation concernée.</p>
B.18	Nature et portée de la Garantie	<p>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. Dans ce cas, GDF SUEZ garantirait de manière inconditionnelle et irrévocable tous paiements en vertu des titres dans le cadre d’une garantie autonome de GDF SUEZ (la « Garantie »).</p> <p>La garantie constitue un engagement inconditionnel, non subordonné et (sans préjudice des stipulations de la Modalité 4 des Modalités des Titres qui est résumée dans le paragraphe « Maintien de l’emprunt à son rang » ci-dessous (voir C.8)) non assorti de sûretés du Garant venant au même rang (à l’exception de certaines obligations bénéficiant d’une priorité en application de la loi) que tout autre engagement, endettement et garantie présent ou futur non assorti de sûreté et non subordonné, du Garant.</p> <p>Pour tout paiement effectué par le Garant au titre de la Garantie, si le Garant est tenu en vertu de la loi de procéder à une déduction au titre de tout impôt, droit, frais ou taxe présents ou futurs, de quelque nature qu’ils soient, établis ou prélevés conformément au droit français, il devra payer, dans les limites autorisées par le droit français, de tels montants additionnels de telle sorte que les Porteurs de Titres reçoivent, après une telle déduction, le montant dû et exigible au titre de ces Titres.</p> <p>Toute référence dans ce résumé au « Garant » désigne GDF SUEZ, en sa capacité de garant des Titres, en cas de substitution d’émetteur.</p>
B.19	Informations sur le Garant	En cas de substitution de l’Émetteur, GDF SUEZ agirait comme garant. Les informations concernant le Garant sont décrites dans cette Section B.

Section C – Valeurs mobilières		
C.1	Nature et catégorie des Titres	<p>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 du montant nominal de la Tranche) figureront dans des Conditions Définitives complétant le présent Prospectus de Base (les « Conditions Définitives »).</p> <p>Les Titres seront émis dans le cadre d'émissions syndiquées ou non syndiquées.</p> <p>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.</p> <p>Les Conditions Définitives concernées indiqueront si les Titres Dématérialisés sont émis au porteur ou au nominatif.</p> <p>Les Titres Matérialisés seront émis au porteur (« Titres Matérialisés au Porteur ») uniquement. Un certificat global temporaire émis au porteur sans coupon d'intérêts attaché (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.</p> <p>Les Porteurs (tels que définis ci-après) de Titres Dématérialisés n'auront pas la possibilité de convertir leurs Titres au nominatif en Titres au porteur et vice versa.</p> <p>Les Porteurs de Titres Dématérialisés au nominatif, auront la possibilité de convertir leurs Titres au nominatif pur en Titres au nominatif administré et vice versa.</p> <p>Les Titres seront déposés auprès d'Euroclear France en tant que dépositaire central pour les Titres Dématérialisés et Clearstream Banking, société anonyme (« Clearstream, Luxembourg »), Euroclear Bank S.A./N.V. (« Euroclear ») ou tout autre système de compensation convenu par l'Émetteur, l'agent financier dans le cadre du Programme (l'« Agent Financier ») et l'Agent Placeur (tel que défini ci-après) concerné pour les Titres Matérialisés. Les transferts entre les participants auprès d'Euroclear et Clearstream Luxembourg, d'une part, et les teneurs de compte auprès d'Euroclear France (les « Teneurs de Compte auprès d'Euroclear France »), d'autre part, seront effectués directement ou via leurs dépositaires respectifs conformément aux règles applicables et aux procédures mises en place dans ce but par Euroclear et Clearstream Luxembourg, d'une part, et Euroclear France d'autre part.</p>
C.2	Devises	<p>Sous réserve du respect de toutes les lois, réglementations et directives applicables, les Titres 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.</p>
C.5	Une description de toute	<p>Sans objet. Il n'existe pas de restriction imposée à la libre négociabilité des Titres.</p>

	restriction imposée à la libre négociabilité des Titres	
C.8	Description des droits attachés aux Titres	<ul style="list-style-type: none"> • Description du Programme <p>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 de tout émetteur substitué à GDF SUEZ, dans le cadre du Programme Euro Medium Term Note arrangé par Deutsche Bank AG, Paris Branch (le « Programme »).</p> <p>Les agents placeurs dans le cadre du Programme (les « Agents Placeurs ») sont :</p> <p>Barclays Bank PLC BNP PARIBAS Citigroup Global Markets Limited Crédit Agricole Corporate and Investment Bank Deutsche Bank AG, London Branch HSBC Bank plc Merrill Lynch International NATIXIS Société Générale The Royal Bank of Scotland plc</p> <p>L'Émetteur pourra à tout moment mettre fin au mandat de tout agent placeur dans le cadre du Programme ou nommer des agents placeurs supplémentaires soit dans le cadre d'une seule ou de plusieurs Tranches ou dans le cadre du Programme. Le terme « Agents Placeurs Permanents » dans le présent résumé fait référence aux Agents Placeurs listés ci-dessus et à toute personne supplémentaire ayant été nommée dans le cadre du Programme (et dont le mandat n'est pas encore terminé) et le terme « Agents Placeurs » renvoie à tous les Agents Placeurs Permanents et toutes les personnes nommées en tant qu'agent placeur dans le cadre d'une ou plusieurs Tranches.</p> <ul style="list-style-type: none"> • Prix d'émission <p>Les Titres peuvent être émis à leur valeur nominale ou avec escompte ou prime par rapport à leur valeur nominale.</p> <ul style="list-style-type: none"> • Valeur(s) nominale(s) unitaire(s) <p>Les Titres seront émis à la(aux) valeur(s) nominale(s) indiquée(s) dans les Conditions Définitives concernées, étant entendu que la valeur nominale unitaire minimale de chaque Titre 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.</p> <p>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 GDF SUEZ 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, auront une valeur nominale minimum de 100 000 livres sterling (ou la contre-valeur de ce montant dans d'autres devises).</p>

		<ul style="list-style-type: none"> • <u>Statut des Titres</u> Les Titres constitueront des engagements inconditionnels, non subordonnés et (sans préjudice des stipulations de la Modalité 4 des Modalités des Titres qui est résumée dans le paragraphe « Maintien de l'emprunt à son rang » ci-dessous), non assortis de sûretés de l'Émetteur venant au même rang entre eux et (à l'exception de certaines obligations bénéficiant d'une priorité en application de la loi) au même rang que tout autre engagement, endettement et garantie présent ou futur non assorti de sûreté et non subordonné, de l'Émetteur. • <u>Maintien de l'emprunt à son rang</u> Aussi longtemps que des Titres ou, le cas échéant, des coupons ou reçus attachés aux Titres seront en circulation, l'Émetteur [ou, le cas échéant, le Garant,] n'accordera pas d'hypothèque, de gage, nantissement, ou toute autre sûreté réelle qui ne soit pas créée sur de la trésorerie sur l'un quelconque de ses actifs tangibles ou intangibles ou revenus, présents ou futurs, au bénéfice des porteurs de ses autres obligations, titres ou autres valeurs mobilières [ou, dans le cas du Garant, au bénéfice de tout autre porteur d'obligations, de titres ou d'autres valeurs mobilières qu'il garantit,] d'une durée supérieure à un an qui sont (ou sont susceptibles d'être) cotés, listés ou admis aux négociations sur toute bourse de valeurs, à moins que les obligations de l'Émetteur découlant des Titres ne bénéficient d'une sûreté équivalente et de même rang. Nonobstant ce qui précède, l'Émetteur [ou, le cas échéant, le Garant], pourra garantir toute dette d'emprunt présente ou future au bénéfice de porteurs d'obligations, de titres ou d'autres valeurs mobilières [ou, dans le cas du Garant, au bénéfice de tout autre porteur d'obligations, de titres ou d'autres valeurs mobilières qu'il garantit,] qui sont (ou sont susceptibles d'être) cotés, listés ou admis aux négociations sur toute bourse de valeurs, quand cette dette est contractée dans le but de, et les produits sont utilisés pour, (i) l'achat d'un actif et cette sûreté est consentie sur cet actif, (ii) le refinancement d'une dette contractée dans le but de (i) ci-dessus, à la condition que la sûreté soit consentie sur le même actif. • <u>Accélération croisée</u> Les titres pourront devenir exigibles à leur montant nominal majoré des intérêts courus (i) en cas de défaut de paiement par l'Émetteur [ou le Garant] à la date de remboursement prévue ou anticipée ou à l'expiration de tout délai de grâce applicable pour un montant en principal supérieur à 150 millions d'euros (ou son équivalent en toute autre devise) d'une dette d'emprunt ou d'une garantie pour une dette d'emprunt contractée par un tiers ; et (ii) (dans les cas où la date d'exigibilité n'est pas la date d'échéance) si cette dette a été accélérée. • <u>Fiscalité</u> Les paiements du principal, des intérêts et autres produits effectués par ou pour le compte de l'Émetteur se rapportant aux Titres ne seront pas soumis à une retenue à la source ou à une déduction d'impôts, droits, assiettes ou charges gouvernementales d'une quelconque nature, imposée, prélevée, collectée, retenue ou fixée par la France ou en France ou toute autre autorité française ayant le pouvoir de prélever l'impôt, à moins que cette retenue à la source ou déduction ne soit imposée par la loi. Si une telle retenue ou déduction doit être effectuée, l'Émetteur sera tenu de majorer ses paiements dans la mesure autorisée par la loi et sous réserve de certaines exceptions. • <u>Droit applicable</u> Les Titres et toutes les obligations non-contractuelles issues de ou qui y sont liées, sont régis par le droit français. Les termes ci-dessus utilisés entre crochets s'appliquent aux Titres garantis par GDF SUEZ, en cas de substitution de l'Émetteur, tel que plus amplement décrit aux paragraphes B.18 et
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		B.19 ci-dessus.
C.9	Intérêts, échéance et modalités de remboursement, rendement et représentation des Porteurs des Titres	<ul style="list-style-type: none"> • <u>Titres à Taux Fixe</u> Les coupons fixes seront payables à terme échu à la date ou aux dates de chaque année prévues par les Conditions Définitives. • <u>Titres à Taux Variable</u> Les Titres à Taux Variable porteront intérêt déterminé de façon différente pour chaque Souche, comme suit: (i) sur la même base que le taux variable applicable à une opération d'échange de taux d'intérêt notionnel dans la devise prévue concernée, conformément à un contrat incluant les Définitions ISDA 2006 telles que publiées par la <i>International Swaps and Derivatives Association, Inc.</i> ou (ii) par référence au LIBOR, EURIBOR ou au EUR CMS (ou toute autre référence prévue dans les Conditions Définitives applicables), tels qu'ajustés des marges applicables. Les périodes d'intérêts seront précisées dans les Conditions Définitives applicables. • <u>Titres à Coupon Zéro</u> Les Titres à Coupon Zéro seront émis à leur valeur nominale ou à escompte et ne porteront pas intérêt. • <u>Titres à Intérêt Indexé sur l'Inflation</u> L'Émetteur pourra émettre des Titres à Intérêt Indexé sur l'Inflation dont l'intérêt sera calculé à partir d'un ratio de l'indice d'inflation, ce ratio étant lui-même déterminé grâce à l'indice des prix à la consommation (hors tabac) des ménages en France métropolitaine calculé et publié mensuellement par l'Institut National de la Statistique et des Etudes Economiques (« INSEE ») (le « Ratio de l'Indice d'Inflation »). • <u>Périodes d'intérêt et taux d'intérêts</u> La durée des périodes d'intérêts et le taux d'intérêt applicable ou sa méthode de calcul pourront être les mêmes ou non pour chaque Souche. Les Titres pourront avoir un taux d'intérêt maximum, un taux d'intérêt minimum, ou les deux. L'utilisation des périodes d'intérêts courus permet de prévoir des taux d'intérêts différents des Titres pour la même période d'intérêts. Ces informations seront prévues dans les Conditions Définitives concernées. • <u>Echéances</u> 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. • <u>Remboursement</u> Les Conditions Définitives concernées définiront la base de calcul des montants de remboursement dûs. 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 FSMA, auront une valeur nominale minimum de 100 000 livres sterling (ou la contre-valeur de ce montant dans d'autres devises). • <u>Remboursement anticipé au gré de l'Émetteur : Make-Whole</u> Si les Conditions Définitives le prévoient, l'Émetteur aura l'option, pour chaque émission de Titres, de rembourser les Titres, en partie ou intégralement, à tout moment, avant leur Date

		<p>d'Echéance (telle qu'indiquée dans les Conditions Définitives) (et si l'option <i>Residual Call Option</i> est applicable, au plus tard à la date de Date de Remboursement Anticipée (telle que définie dans le paragraphe « Remboursement anticipé au gré de l'Émetteur : <i>Residual Call Option</i> » ci-après)), à leur Montant de Remboursement Optionnel (tel que défini ci-après). Ce Montant de Remboursement Optionnel sera le montant le plus élevé entre (x) 100 pour cent du montant nominal des Titres ainsi remboursés et, (y) la somme entre la valeur actualisée des sommes restant dues en principal et des intérêts afférents à ces Titres (à l'exception des intérêts courus sur les Titres jusqu'à la Date de Remboursement Optionnel concernée (exclue)) réduits à la Date de Remboursement Optionnel concernée (telle qu'indiquée dans les Conditions Définitives), sur une base annuelle au Taux de Référence (tel qu'indiqué dans les Conditions Définitives) majoré de la Marge de Remboursement (telle qu'indiquée dans les Conditions Définitives), et auquel s'ajoute dans les cas (x) et (y), tout intérêt couru sur les Titres jusqu'à la Date de Remboursement Optionnel (exclue) (le « Montant de Remboursement Optionnel »).</p> <ul style="list-style-type: none"> • <u>Remboursement anticipé au gré de l'Émetteur : <i>Residual Call Option</i></u> <p>Si les Conditions Définitives le prévoient, l'Émetteur aura l'option, pour chaque émission de Titres, de rembourser les Titres, en partie ou intégralement, à tout moment, à partir de la Date de Remboursement Anticipée (telle qu'indiquée dans les Conditions Définitives) jusqu'à la Date d'Echéance, au pair majoré des intérêts courus jusqu'à la date effective de remboursement (exclue). La Date de Remboursement Anticipée ne pourra être antérieure à 90 jours avant la Date d'Echéance.</p> <ul style="list-style-type: none"> • <u>Option de remboursement</u> <p>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 (en totalité ou en partie) et/ou des porteurs de Titres (« Porteurs de Titres ») et, si tel est le cas, les modalités applicables à ce remboursement.</p> <ul style="list-style-type: none"> • <u>Remboursement en plusieurs versements</u> <p>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.</p> <ul style="list-style-type: none"> • <u>Remboursement anticipé</u> <p>Sous réserve de ce qui est prévu dans les paragraphes « Remboursement anticipé au gré de l'Émetteur : <i>Make-Whole</i> », « Remboursement anticipé au gré de l'Émetteur : <i>Residual Call Option</i> » et « Option de Remboursement » ci-dessus, les Titres seront remboursables à l'option de l'Émetteur avant la date d'échéance prévue pour raisons fiscales uniquement.</p> <ul style="list-style-type: none"> • <u>Rendement</u> <p>Les Conditions Définitives de chaque émission de Titres à Taux Fixe préciseront le rendement des Titres.</p> <ul style="list-style-type: none"> • <u>Représentation des Porteurs de Titres</u> <p>En ce qui concerne la représentation des Porteurs de Titres, les paragraphes suivants s'appliqueront:</p> <ul style="list-style-type: none"> (a) Si les Conditions Définitives concernées spécifient « Pas de Masse », les Porteurs de Titres ne seront pas groupés, au titre de toutes les Tranches d'une même Souche, pour la défense de leurs intérêts communs en une masse (la « Masse ») et les dispositions du Code de commerce relatives à la Masse ne s'appliqueront pas. (b) Si les Conditions Définitives concernées spécifient « Masse Complète », les
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		<p>Porteurs de Titres seront groupés automatiquement, au titre de toutes les Tranches d'une même Souche, pour la défense de leurs intérêts communs en une Masse et les dispositions du Code de commerce relatives à la Masse s'appliqueront.</p> <p>(c) Si les Conditions Définitives concernées spécifient « Masse Contractuelle », les Porteurs de Titres seront groupés automatiquement, au titre de toutes les Tranches d'une même Souche, pour la défense de leurs intérêts communs en une Masse. La Masse sera régie par les dispositions du Code de commerce, à l'exception des articles L.228-48, L.228-59, L.228-65 I 3° uniquement dans le cas d'un transfert d'actifs de GDF SUEZ à une filiale consolidée par intégration globale pour des besoins réglementaires, la deuxième phrase de l'article L.228-65 II et les articles R.228-67 et R.228-69.</p> <p>Si les Conditions Définitives indiquent que les stipulations des paragraphes (b) ou (c) sont applicables, la Masse agira par l'intermédiaire d'un représentant (le « Représentant ») et en partie par l'intermédiaire d'une assemblée générale des Porteurs de Titres. Les noms et adresses du premier Représentant et de son remplaçant seront précisés dans les Conditions Définitives concernées. Le Représentant désigné dans le cadre de la première Tranche de toutes Souches des Titres sera le représentant de la Masse unique de toutes les autres Tranches de ces Souches.</p>
C.10	Paiement des intérêts liés à un (des) instrument(s) dérivé(s)	A l'exception des Titres à Intérêt Indexé sur l'Inflation, les Titres émis dans le cadre du Programme ne sont liés à aucun instrument dérivé. Les Titres à Intérêt Indexé sur l'Inflation sont liés à l'indice des prix à la consommation (hors tabac) des ménages en France métropolitaine calculé et publié mensuellement par l'INSEE.
C.11	Cotation et admission à la négociation	Les Titres émis dans le cadre du Programme peuvent être cotés et admis 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.
C.15	Description de l'impact de la valeur sous-jacent sur la valeur de l'investissement	Les Titres à Intérêt Indexé sur l'Inflation sont des titres de créance dont le montant d'intérêt n'est pas prédéterminé. Les montants dus au titre de l'intérêt seront dépendants de la performance de l'indice des prix à la consommation (hors tabac) des ménages en France métropolitaine calculé et publié mensuellement par l'INSEE. Le montant des intérêts payable par l'Émetteur pourra varier et les Porteurs de Titres pourraient ne pas recevoir d'intérêt. Toutefois, le montant nominal des Titres à Intérêt Indexé sur l'Inflation remboursé à maturité n'est pas indexé.
C.16	Titres Dérivés - Echéance	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.
C.17	Titres Dérivés – Règlement-livraison	Les Titres à Intérêt Indexé sur l'Inflation émis dans le cadre du Programme sous forme de Titres Dématérialisés seront déposés auprès d'Euroclear France en tant que dépositaire central. Les Titres à Intérêt Indexé sur l'Inflation émis dans le cadre du Programme sous forme de Titres Matérialisés au Porteur seront initialement émis sous la forme de Certificats Globaux Temporaires et seront déposés auprès de Clearstream, Luxembourg, Euroclear ou tout autre système de compensation convenu par l'Émetteur, l'Agent Financier et l'Agent Placeur concerné.
C.18	Produit des Titres Dérivés	Les paiements d'intérêts se rapportant aux Titres à Intérêt Indexé sur l'Inflation seront déterminés en multipliant le montant nominal en circulation de ces Titres par le produit du taux annuel indiqué dans les Conditions Définitives et du Ratio de l'Indice d'Inflation

		concerné.
C.19	Titres Dérivés – Prix d’exercice / Prix de référence final	Sans objet.
C.20	Titres Dérivés – Description du sous-jacent	Les Titres à Intérêt Indexé sur l’Inflation sont des Titres dont seul l’intérêt est indexé. En plus du rendement fixé au moment de l’émission appliqué à un montant nominal non-indexé, l’intérêt est déterminé en appliquant la variation annuelle de l’inflation, exprimée en pourcentage, au montant nominal des Titres à Intérêt Indexé sur l’Inflation. Toutefois, le montant nominal des Titres à Intérêt Indexé sur l’Inflation remboursé à maturité n’est pas indexé. Les Titres à Intérêt Indexé sur l’Inflation sont liés à l’indice des prix à la consommation (hors tabac) des ménages en France métropolitaine calculé et publié mensuellement par l’INSEE : le CPI. Le CPI est l’instrument officiel pour mesurer l’inflation. Il permet de disposer d’une estimation entre deux périodes déterminées des moyennes de fluctuations des prix des biens et des services consommés par les ménages sur le territoire français. C’est un indicateur de mouvements des prix des produits sur une base de qualité constante.

Section D –Facteurs de Risque		
D.2	Informations clés sur les principaux risques propres à l’Émetteur ou à son exploitation et son activité	<p>Les investisseurs potentiels doivent considérer, entre autres, les facteurs de risque 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. Les facteurs de risque sont les suivants :</p> <ul style="list-style-type: none"> • 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 <i>compliance</i>, risques juridiques et ressources humaines, la santé, la sécurité, la sûreté et la protection du patrimoine et les risques liés aux systèmes d’information. <p>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.</p>
D.3	Informations clés sur les principaux risques propres aux Titres	<p>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 :</p> <ul style="list-style-type: none"> • 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 : <ul style="list-style-type: none"> - chaque investisseur potentiel doit déterminer, sur le fondement de son propre examen indépendant et des conseils professionnels qu’il estime appropriés selon les circonstances, si la souscription des Titres est pleinement adaptée à ses besoins financiers, ses objectifs et sa situation, et si cette souscription est un investissement adapté et approprié, nonobstant les risques clairs et importants inhérents au fait d’investir dans ou de détenir des Titres ; - il ne peut y avoir de certitude sur l’existence d’un marché secondaire pour les Titres

		<p>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 ;</p> <ul style="list-style-type: none"> - la valeur des Titres sera affectée par la solvabilité de GDF SUEZ, et/ou du Groupe et par un certain nombre de facteurs supplémentaires ; - les acquéreurs et vendeurs potentiels des Titres doivent être informés qu'ils peuvent être amenés à payer des taxes ou d'autres droits de timbre conformément aux lois et pratiques des pays dans lesquels les Titres sont transférés ou dans d'autres pays. <ul style="list-style-type: none"> • Risques relatifs à la structure d'une émission particulière de Titres (ex : option de remboursement, Titres à Taux Fixe, Titres à Taux Flottant, Titres à Intérêt Indexé sur l'Inflation) : <ul style="list-style-type: none"> - toute caractéristique de remboursement optionnel en vertu de laquelle l'Émetteur a le droit de rembourser les Titres de façon anticipée pourrait avoir un effet négatif sur la valeur de marché de ces Titres. Pendant la période au cours de laquelle l'Émetteur peut rembourser les Titres, la valeur de marché de ces Titres ne connaît généralement pas de hausse substantielle au-dessus du prix auquel ils peuvent être remboursés. Ce peut être aussi vrai durant toute la période précédant la période de remboursement. - lors d'un investissement dans des Titres à taux fixe, il ne peut être exclu que des changements subséquents sur le marché des taux d'intérêts puissent affecter de manière négative la valeur de ces Titres. - la rémunération des Titres à taux variable est souvent composée (i) d'un taux de référence (ii) auquel s'ajoute ou est soustrait, selon les cas, une marge. Le taux de référence sera ajusté de manière périodique tel qu'indiqué dans les Conditions Définitives (par exemple tous les trois ou six mois). La valeur de marché des Titres à taux variable peut donc fluctuer si des changements affectant le taux de référence peuvent seulement être reflétés dans le taux de ces Titres à la prochaine période d'ajustement du taux de référence concerné.
D.6	Informations de base sur les facteurs matériels permettant de déterminer les risques associés aux Titres à Intérêt Indexé sur l'Inflation	<p>Les investisseurs potentiels dans les Titres à Intérêt Indexé sur l'Inflation doivent être conscients que ces Titres sont des titres de créance dont le montant d'intérêt n'est pas prédéterminé. Les montants dûs au titre de l'intérêt seront dépendants de la performance de l'indice des prix à la consommation (hors tabac) des ménages en France métropolitaine calculé et publié mensuellement par l'INSEE. Le montant des intérêts payable par l'Émetteur pourra varier et les Porteurs de Titres pourraient ne pas recevoir d'intérêt. Toutefois, le montant nominal des Titres remboursé à maturité n'est pas indexé.</p>

Section E - Offre		
E.2b	Raisons de l'offre et utilisation du produit de l'Offre	<p>Le produit net de l'émission de chaque Tranche de Titres sera utilisé par l'Émetteur pour les besoins généraux de l'entreprise. Si dans le cadre d'une émission déterminée de Titres, une utilisation particulière des fonds est envisagée, celle-ci sera précisée dans les Conditions Définitives concernées.</p>
E.3	Modalités de l'offre	<p>Les Conditions Définitives concernées préciseront les modalités de l'offre applicables à chaque Tranche de Titres.</p> <p>A l'exception des stipulations de la section A.2 ci-dessus, ni l'Émetteur ni aucun des Agents</p>

		Placeurs n'a autorisé une personne à faire une Offre Publique en aucune circonstance et aucune personne n'est autorisée à utiliser le Prospectus dans le cadre de ses offres de Titres. Ces offres ne sont pas faites au nom de l'Émetteur ni par aucun des Agents Placeurs ou des Etablissements Autorisés et ni l'Émetteur ni aucun des Agents Placeurs ou des Etablissements Autorisés n'est responsable des actes de toute personne procédant à ces offres.
E.4	Intérêts des personnes morales ou physiques impliquées dans l'émission	Les Conditions Définitives concernées préciseront les intérêts des personnes morales ou physiques impliquées dans l'émission des Titres.
E.7	Estimation des Dépenses mises à la charge de l'investisseur par l'Émetteur ou l'offreur	Les Conditions Définitives concernées préciseront les estimations des dépenses pour chaque Tranche de Titres.

RISK FACTORS

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

Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuer does 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.

Words and expressions defined under “Terms and Conditions of the Notes” shall have the same meanings in this section.

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 Issuer, the Arranger 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

All or some of the Dealers and their affiliates have and/or may in the future engage, in investment banking, commercial banking and other financial advisory and commercial dealings with the Issuer and its affiliates and in relation to securities issued by any entity of the Group. They have or may (i) engage in investment banking, trading or hedging activities including activities that may include prime brokerage business, financing transactions or entry into derivative transactions, (ii) act as underwriters in connection with offering of shares or other securities issued by any entity of the Group or (iii) act as financial advisers to the Issuer or other companies of the Group. In the context of these transactions, certain of such Dealers have or may hold shares

or other securities issued by entities of the Group. Where applicable, they have or will receive customary fees and commissions for these transactions.

The Issuer 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 Issuer, the Arranger, 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 the tax treatment of financial instruments such as the Notes. Potential investors cannot rely upon the tax summary contained in this Base Prospectus 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 such adviser is 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.

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 “**Savings Directive**”). The Savings 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 their jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories have adopted similar measures (see “**Taxation – European Union**”).

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 Savings Directive and an amount of, or in respect of, tax is withheld from that payment, neither the Issuer, nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Note, as a result of the imposition of such withholding tax. The Issuer 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 Savings Directive.

The European Commission has proposed certain amendments to the Savings Directive which may, if implemented, amend or broaden the scope of the requirements described above.

Change of Law

The Terms and Conditions of the Notes are based on French 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 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 Issuer and/or the Group, 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, 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 Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the “**Investor's Currency**”) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Government and monetary 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 Issuer, and/or that of the Group and a number of additional factors, including, but not limited to, the volatility of an index, market interest and yield rates and the time remaining to the maturity date.

The value of the Notes 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 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.

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

Under French insolvency law, 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*), an accelerated financial preservation procedure (*procédure de sauvegarde financière accélérée*) 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 plan (*projet de plan de sauvegarde*), draft accelerated financial safeguard plan (*projet de plan de sauvegarde financière accélérée*) or draft 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 shares or 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 Issuer is given the right to redeem the Notes early might negatively affect the market value of such Notes. During any period when the 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 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 Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the 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 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.

Inflation Linked Interest Notes

Inflation Linked Interest Notes are debt securities which do not provide for predetermined interest payments but amounts due in respect of interest will be dependent upon the performance of the consumer price index (excluding tobacco) for all households in metropolitan France, as calculated and published monthly by the *Institut National de la Statistique et des Etudes Economiques* ("INSEE") (the "**Inflation Index**"). The amount of interest may vary and Noteholders may receive no interest. Neither the current nor the historical level of the

Inflation Index should be taken as an indication of future performance of such index during the term of any Inflation Linked Interest Notes.

Inflation Linked Interest Notes are not in any way sponsored, endorsed, sold or promoted by the INSEE and the INSEE makes no warranty or representation whatsoever, express or implied, either as to the results to be obtained from the use of the Inflation Index and/or the figure at which such index stands at any particular time. The Inflation Index is determined, composed and calculated by the INSEE, without regard to the Issuer or the Notes. The INSEE is not responsible for or has not participated in the determination of the timing of, prices of, or quantities of the Inflation Linked Interest Notes to be issued or in the determination or calculation of the interest payable under such Notes.

None of the Issuer, the Dealer(s) or any of their respective affiliates makes any representation as to the Inflation Index. Any of such persons may have acquired, or during the term of the Notes may acquire, non-public information with respect to the Inflation Index that is or may be material in the context of Inflation Linked Interest Notes. The issue of Inflation Linked Interest 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).

Variable rate Notes

Notes with variable interest rates can be volatile investments. If they are structured to include 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.

2 Risk Factors Relating to the Issuer and its Operations

The ability of the Issuer to meet its obligations under the Notes will be ultimately dependent on its financial situation. The Group conducts its business in an environment subject to major changes and this creates numerous risks, some of which are beyond its control.

The Risk Factors relating to the Issuer and its operations are set out in pages 93 to 116 of the 2011 GDF SUEZ Reference Document as incorporated by reference in this Base Prospectus (as defined in the section “**Documents Incorporated by Reference**” of this Base Prospectus). In addition, prospective investors are invited to consider the following additional risk factor:

Risks relating to the combination with International Power plc

The combination of International Power plc and the Issuer’s Energy International Business Areas and certain assets in the UK and Turkey (the “**Combination**”) has been completed on 3 February 2011. Furthermore, on 29 June 2012, GDF SUEZ has completed the acquisition of International Power’s minority shareholding following the approval of the transaction by the British authorities. GDF SUEZ now hold 100 per cent. of the share capital of International Power.

In addition to general risk factor relating to external growth contained in the 2011 GDF SUEZ Reference Document and incorporated by reference herein, there are specific risks relating to the Combination and the completion of the acquisition of International Power which include integration difficulties, failure to achieve expected benefits and synergies, involvement of managers of acquired companies and departure of key employees.

DOCUMENTS ON DISPLAY

1. For the period of 12 months following the date of approval by the AMF of this Base Prospectus, 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 (iv) to (x) collection free of charge, at the office of the Fiscal Agent and the Paying Agents:
 - (i) the Agency Agreement;
 - (ii) the form of Guarantee;
 - (iii) the constitutive documents of GDF SUEZ;
 - (iv) the 2010 GDF SUEZ Reference Document;
 - (v) the 2011 GDF SUEZ Reference Document;
 - (vi) the 2012 GDF SUEZ First-Half Financial Report;
 - (vii) 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 Issuer and the relevant Paying Agent as to its holding and identity);
 - (viii) a copy of this Base Prospectus together with any supplement to this Base Prospectus or restated Base Prospectus and any document incorporated by reference; and
 - (ix) 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.
2. The following documents will be available, if relevant, (a) on the website of the AMF (www.amf-france.org) and (b) on the website of the Issuer (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 (including the 2011 GDF SUEZ Reference Document and the 2010 GDF SUEZ Reference Document but except for the 2012 GDF SUEZ First-Half Financial Report which shall be available only on the website of the Issuer (www.gdfsuez.com)).

A printed copy of the documents listed above may also be obtained, free of charge, at the registered office of the Issuer during normal business hours.

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 2012 First-Half Financial Report of GDF SUEZ in English language filed with the AMF. Such document is referred to in the Base Prospectus as the “**2012 GDF SUEZ First-Half Financial Report**”. Any reference in the Base Prospectus or in the information incorporated by reference to the 2012 First-Half Financial Report of GDF SUEZ will be deemed to include those sections only;
- (2) the sections referred to in the table below “Information incorporated by reference in respect of GDF SUEZ” which are extracted from the 2011 Reference Document of GDF SUEZ in English language which is the translation of the French language *Document de Référence* 2011 of GDF SUEZ which was filed under no. D.12-0197 with the AMF on 23 March 2012. Such document is referred to in the Base Prospectus as the “**2011 GDF SUEZ Reference Document**”. Any reference in the Base Prospectus or in the information incorporated by reference to the 2011 Reference Document of GDF SUEZ will be deemed to include those sections only; and
- (3) the sections referred to in the table below “Information incorporated by reference in respect of GDF SUEZ” which are extracted from the 2010 Reference Document of GDF SUEZ in English language which is the translation of the French language *Document de Référence* 2010 of GDF SUEZ which was filed under no. D.11-0186 with the AMF on 28 March 2011. Such document is referred to in the Base Prospectus as the “**2010 GDF SUEZ Reference Document**”. Any reference in the Base Prospectus or in the information incorporated by reference to the 2010 Reference Document of GDF SUEZ will be deemed to include those sections only,

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 2012 GDF SUEZ First-Half Financial Report, the 2011 GDF SUEZ Reference Document and the 2010 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 cross-reference tables below set out the relevant page references for the information incorporated herein by reference:

ANNEX IV OF REGULATION EC 809/2004 AS AMENDED

Annex IV Article No.	Narrative	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.	2011 GDF SUEZ Reference Document pages 11 to 15
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 ".	2011 GDF SUEZ Reference Document pages 93 to 116
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.	2011 GDF SUEZ Reference Document pages 255 to 256
5.2.2	Information concerning the issuer's principal future investments, on which its management bodies have already made firm commitments.	2011 GDF SUEZ Reference Document pages 7 to 9
5.2.3	Information regarding the anticipated sources of funds needed to fulfil commitments referred to in item RDA4-5.2.2	2011 GDF SUEZ Reference Document pages 7 to 9 and 259
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	2011 GDF SUEZ Reference Document pages 4, 6, 7 to 9, 12 to 15 and 16 to 82
6.1.2	an indication of any significant new products and/or activities.	2011 GDF SUEZ Reference Document pages 16 to 82
6.2	Principal markets:	
	A brief description of the principal markets in which the issuer competes.	2011 GDF SUEZ Reference Document pages 10 and 12 to 15
6.3	The basis for any statements made by the issuer regarding its competitive position.	2011 GDF SUEZ Reference Document pages 10, 12 to 15 and 16 to 82
9	Profit forecasts or estimates	2012 GDF SUEZ First-Half Financial Report page 18

Annex IV Article No.	Narrative	Page/Ref No.
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:	2011 GDF SUEZ Reference Document pages 160 to 179, 184 to 187 and 196 to 197
	(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.	2011 GDF SUEZ Reference Document pages 176 to 179
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.	2011 GDF SUEZ Reference Document pages 184 to 187
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.	2011 GDF SUEZ Reference Document pages 182 to 183
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.	2011 GDF SUEZ Reference Document pages 237 to 238
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.	2011 GDF SUEZ Reference Document page 238

Annex IV Article No.	Narrative	Page/Ref No.
13	Financial Information concerning the Issuer's Assets and Liabilities, Financial Position and Profits and Losses	
13.1	<p>Historical Financial Information</p> <p>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.</p>	<p>2010 GDF SUEZ Reference Document pages 287 to 413</p> <p>2011 GDF SUEZ Reference Document pages 261 to 394</p>
	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;	<p>2010 GDF SUEZ Reference Document pages 288 to 289</p> <p>2011 GDF SUEZ Reference Document pages 262 to 263</p>
	(b) income statement;	<p>2010 GDF SUEZ Reference Document pages 290 to 291</p> <p>2011 GDF SUEZ Reference Document pages 264 to 265</p>
	(c) cash flow statement; and	<p>2010 GDF SUEZ Reference Document page 294</p> <p>2011 GDF SUEZ Reference Document page 268</p>
	(d) accounting policies and explanatory notes.	<p>2010 GDF SUEZ Reference Document pages 295 to 413</p> <p>2011 GDF SUEZ Reference Document pages 269 to 392</p>

Annex IV Article No.	Narrative	Page/Ref No.
	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.	2010 GDF SUEZ Reference Document pages 414 and 415 2011 GDF SUEZ Reference Document pages 393 to 394
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 full and the reasons given.	2010 GDF SUEZ Reference Document pages 414 and 415 2011 GDF SUEZ Reference Document pages 393 to 394
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 is unaudited or has not been reviewed state that fact.	2012 GDF SUEZ First-Half Financial Report pages 19 to 52 and 55
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.	2011 GDF SUEZ Reference Document pages 454 to 455
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.	2011 GDF SUEZ Reference Document pages 226 to 235
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 securities being issued.	2011 GDF SUEZ Reference Document pages 258 to 259, 285 to 294 and 385 to 386

SUPPLEMENT TO THE BASE PROSPECTUS

If at any time the Issuer is 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 Issuer 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.

In accordance with and pursuant to Article 16.2 of the Prospectus Directive, where the Notes are offered to the public, investors who have already agreed to purchase or subscribe for Notes before any supplement is published have the right, exercisable within two working days after the publication of this supplement, to withdraw their acceptances provided that the new factor, mistake or inaccuracy referred to in Article 16.1 of the Prospectus Directive arose before the final closing of the offer to the public and the delivery of the Notes. That period may be extended by the Issuer or, if any, the relevant Authorised Offeror(s). The final date of the right of withdrawal shall be stated in the supplement.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of the relevant Final Terms and excepting sentences in italics, shall be applicable to the Notes. In the case of Dematerialised Notes, the text of the terms and conditions will not be endorsed on physical documents of title but will be constituted by the following text as completed by the relevant Final Terms. In the case of Materialised Notes, either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms or (ii) these terms and conditions as so completed (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on Definitive Materialised 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 (the “**Issuer**”) are issued pursuant to an amended and restated agency agreement (as amended or supplemented from time to time, the “**Agency Agreement**”) dated 12 September 2012 between the Issuer, Citibank, N.A., London Branch as fiscal agent and the other agents named in it.

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), 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 Agency Agreement 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/isd/index_en.htm).

Terms between square brackets shall apply to Notes guaranteed by GDF SUEZ when GDF SUEZ is replaced and substituted by the Substituted Issuer, as provided in Condition 16. References below to “**Guarantor**” shall mean GDF SUEZ, in its capacity as guarantor of Notes if there is a substitution of the Issuer in accordance with Condition 16.

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

Copies of the Agency Agreement 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:** Notes 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 the Issuer.

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.

- (b) **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 €1,000, and 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.

(c) **Title**

- (i) Title to Dematerialised Notes 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. Title to Dematerialised Notes 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 in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of the Issuer or the Registration Agent.
- (ii) Title to Materialised 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.
- (iii) 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.

- (iv) In these Conditions, “**holder of Notes**” or “**holder of any Note**” or “**Noteholder**” means (i) in the case of Dematerialised Notes, the person whose name appears in the account of the relevant Euroclear France Account Holder or the Issuer or the Registration Agent (as the case may be) as being entitled to such Notes and (ii) in the case of Materialised Notes, the bearer of any Definitive Materialised 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.

(d) Redenomination

- (i) The 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 15 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) The redenomination of the Notes pursuant to Condition 1(d)(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 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 15. 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 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) The 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 14, without the consent of the holder of any Note, Receipt, Coupon or Talon, make any changes or additions to these Conditions or Condition 14 (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 15 as soon as practicable thereafter.
- (v) Neither the 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 French *Code monétaire et financier*. Any such conversion shall be effected at the cost of such Noteholder.

(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 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 Issuer.

(b) [Status of the Guarantee]

The Guarantee (as defined in Condition 16) 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

So long as any of the Notes or, if applicable, any Receipts or Coupons relating to them, remains outstanding (as defined in the Agency Agreement, the Issuer [or, as the case may be, 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 [or, in the case of the Guarantor, for the benefit of

holders of other negotiable bonds, notes or debt securities it guarantees, and in each case] 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 Issuer [or, as the case may be, the Guarantor,] from securing any present or future indebtedness for the benefit of holders of other negotiable bonds, notes or debt instruments [or, in the case of the Guarantor, for the benefit of holders of other negotiable bonds, notes or debt securities it guarantees, and in each case] 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 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 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:

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

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:

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

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.

“**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., as may be supplemented or amended as at the Issue Date.

“**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, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Calculation Agent or as specified in the relevant Final Terms.

“**Reference Rate**” means the rate specified as such in the relevant Final Terms.

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

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

- (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.

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 Inflation Linked Interest Notes:**

- (i) **Interest Payment Dates:** Each Floating Rate Note and Inflation 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

- (a) 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 will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) the arithmetic mean of the offered quotations,

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

If the Reference Rate from time to time in respect of Floating Rate Notes is specified hereon as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided hereon.

- (b) if the Relevant Screen Page is not available or, if sub-paragraph (a)(1) applies and no such offered quotation appears on the Relevant Screen Page, or, if sub-paragraph (a)(2) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation

(expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), or if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

- (c) if paragraph (b) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).
- (d) Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the Floating Rate Notes is specified as being the EUR CMS, the Rate of Interest for each Interest Period will, subject as provided below, be the offered quotation (expressed as a percentage rate per annum) for EUR CMS relating to the relevant maturity (the relevant maturity year mid swap rate in EUR (annual 30/360)), which appears on the Relevant Screen Page, being Reuters page “ISDAFIX 2” under the heading “EURIBOR Basis”, as at 11.00 a.m. Frankfurt time, in the case of the EUR-ISDA-EURIBOR Swap Rate-11:00 on the Interest

Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent.

Notwithstanding anything to the contrary in this Condition 5, in the event that the Reference Rate does not appear on the Relevant Screen Page, the Calculation Agent shall determine on the relevant Interest Determination Date the applicable rate based on quotations of five Reference Banks (to be selected by the Calculation Agent and the Issuer) for EUR CMS relating to the relevant maturity (in each case the relevant mid-market annual swap rate commencing two TARGET2 Business Days following the relevant Interest Determination Date). The highest and lowest (or, in the event of equality, one of the highest and/or lowest) quotations so determined shall be disregarded by the Calculation Agent for the purpose of determining the Reference Rate which will be the arithmetic mean (rounded if necessary to five significant figures with halves being rounded up) of such provided quotations.

If, for any reason, the Reference Rate is no longer published or if fewer than three quotations are provided to the Calculation Agent in accordance with the above paragraph, the Reference Rate will be determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercial and reasonable manner.

(iv) **Rate of Interest for Inflation Linked Interest Notes:**

- (A) The Rate of Interest in respect of Inflation Linked Interest Notes (the “**Inflation Linked Interest**”) will be determined by the Calculation Agent on the following basis:

On the fifth Business Day before each Interest Payment Date (an “**Interest Determination Date**”) the Calculation Agent will calculate the Inflation Index Ratio.

The “**Inflation Index Ratio**” or “**IIR**” is the ratio between (i) the Daily Inflation Reference Index (as defined below) applicable upon any Interest Payment Date or the redemption date, as the case may be and (ii) the base reference defined as the Daily Inflation Reference Index (as defined below) applicable on the date specified in the applicable Final Terms (the “**Base Reference**”). Notwithstanding Condition 5(g)(iii), the IIR will be rounded if necessary to five significant figures (with halves being rounded up).

“**Daily Inflation Reference Index**” means (A) in relation to the first day of any given month, the CPI Monthly Reference Index of the third month preceding such month, and (B) in relation to a day (D) (other than the first day) in any given month (M), the linear interpolation of the CPI Monthly Reference Index pertaining respectively to the third month preceding such month (M - 3) and the second month preceding such month (M - 2) calculated in accordance with the following formula:

Daily Inflation Reference Index =

$$\text{CPI Monthly Reference Index}_{M-3} + \frac{D-1}{NDM} \times (\text{CPI Monthly Reference Index}_{M-2} - \text{CPI Monthly Reference Index}_{M-3})$$

With:

“**ND_M**.” number of days in the relevant month M and, in the case of payment of principal and interest, shall be equal to 31;

“**D**”: actual day of payment in the relevant month M and, in the case of payment of principal and interest, shall be equal to 25;

“**CPI Monthly Reference Index_{M-2}**”: price index of month M - 2;

“**CPI Monthly Reference Index_{M-3}**”: price index of month M - 3.

Notwithstanding Condition 5(g)(iii), the Daily Inflation Reference Index will be rounded if necessary to five significant figures (with halves being rounded up).

For information purposes, such Daily Inflation Reference Index appears on the *Agence Française du Trésor* Reuters page OATINFLATION01 or on Bloomberg TRESOR <GO> pages and on the website www.aft.gouv.fr. In the case of doubt in the interpretation of the methods used to calculate the Inflation Index Ratio, such methods shall be interpreted by reference to the procedures selected by the French Treasury (*Trésor*) for its *obligations assimilables du Trésor indexées sur l'inflation*.

“**CPI Monthly Reference Index**” refers to the definitive consumer price index excluding tobacco for all households in metropolitan France, as calculated and published monthly by the *Institut National de la Statistique et des Etudes Economiques* (“**INSEE**”) as such index may be adjusted or replaced from time to time as provided herein.

- (B) The calculation method described below is based on the recommendation issued by the French Bond Association (*Comité de Normalisation Obligataire* – www.cnofrance.org) in its December 2010 Paper entitled “Inflation Indexed Notes” (*Obligations et autres instruments de taux d'intérêt en euro, Normes et usages des marchés de capitaux – Chapitre II: Les obligations indexées sur l'inflation*). In the case of any conflict between the calculation method provided below and the calculation method provided by the Bond Association (*Comité de Normalisation Obligataire*), the calculation method provided by the Bond Association (*Comité de Normalisation Obligataire*) shall prevail.

The Inflation Linked Interest applicable from time to time for each Interest Period (as specified in the relevant Final Terms) will be equal to the rate *per annum* specified in the relevant Final Terms multiplied by the Inflation Index Ratio (as defined above).

(C)

- (1) If the CPI Monthly Reference Index is not published in a timely manner, a substitute CPI Monthly Reference Index (the “**Substitute CPI Monthly Reference Index**”) shall be determined by the Calculation Agent in accordance with the following provisions:

- (x) If a provisional CPI Monthly Reference Index (*indice provisoire*) has already been published, such index shall automatically be used as the Substitute CPI Monthly Reference Index. Such provisional CPI Monthly Reference Index would be published under the heading “*indice de substitution*”. Once the definitive CPI Monthly Reference Index is released, it would automatically apply from the day

following its release to all calculations taking place from this date.

- (y) If no provisional CPI Monthly Reference Index is available, a substitute index shall be calculated on the basis of the most recently published figure adjusted as set out in the following formula:

Substitute CPI Monthly Reference Index M =

$$\text{CPI Monthly Reference Index}_{M-1} \times \left(\frac{\text{CPI Monthly Reference Index}_{M-1}}{\text{CPI Monthly Reference Index}_{M-13}} \right)^{\frac{1}{12}}$$

- (2) In the event INSEE decides to proceed with one or more base changes for the purpose of calculating the CPI Monthly Reference Index, the two CPI Monthly Reference Indexes which have been calculated on a different basis will be chained on the basis of the December CPI Monthly Reference Index of the last year of joint publications, which corresponds to the Daily Inflation Reference Index for 1st March of the following year. Such chaining will be carried out in accordance with the following equation:

$$\text{Key} = \frac{\text{CPI Monthly Reference Index}_{\text{pertaining to December calculated on the new basis}}}{\text{CPI Monthly Reference Index}_{\text{pertaining to December calculated on the previous basis}}}$$

Such that:

$$\text{CPI Monthly Reference Index}_{\text{Date D New basis}} = \text{CPI Monthly Reference Index}_{\text{Date D Previous basis}} \times \text{Key}$$

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

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

- (i) If any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (c) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.
- (ii) If any Maximum or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified in the relevant Final Terms, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
- (iii) For the purposes of any calculations required pursuant to these Conditions, (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.

(h) 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 is specified in the relevant Final Terms 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.

(i) 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 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.

- (j) **Calculation Agent:** The Issuer shall procure that there shall at all times be 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 Agency Agreement). 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 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 Conditions 6(c), 6(d) or 6(e) or any Noteholders' option in accordance with Condition 6(f), 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 Conditions 6(c), 6(d), 6(e) or 6(f), 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) **Make-Whole Redemption by the Issuer:** If so specified in the relevant Final Terms, in respect of any issue of Notes, the Issuer may, subject to compliance by the Issuer with all relevant laws, regulations and directives and on giving not less than 15 nor more than 30 days' irrevocable notice in accordance with Condition 15 to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem the Notes, in whole or in part, at any time or from time to time (but no later than the Call Option Date (as defined in Condition 6(d) below) if applicable), prior to their Maturity Date (the "**Optional Redemption Date**") at their Optional Redemption Amount. The Optional Redemption Amount will be calculated by the Calculation Agent and will be the greater of (x) 100 per cent. of the nominal amount of the Notes so redeemed and, (y) the sum of the then present values of the remaining

scheduled payments of principal and interest on such Notes (not including any interest accrued on the Notes to, but excluding, the relevant Optional Redemption Date) discounted to the relevant Optional Redemption Date on an annual basis at the Reference Rate (as specified in the relevant Final Terms) plus a Redemption Margin (as specified in the relevant Final Terms), plus in each case (x) or (y) above, any interest accrued on the Notes to, but excluding, the Optional Redemption Date.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

In the case of a partial redemption, in respect of Materialised Notes, the notice to holders of such Materialised Notes shall also contain the number of the Definitive Materialised Notes to be redeemed, 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 other stock exchange requirements.

In the case of a partial redemption in respect of, Dematerialised Notes, the redemption may be effected, at the option of the 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 French *Code monétaire et financier*, subject to compliance with any other applicable laws and Regulated Market or other stock exchange requirements.

So long as the Notes are listed and admitted to trading on Euronext Paris and the rules of that stock exchange so require, the 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) **Residual Call Option:** If a Residual Call Option is specified in the relevant Final Terms, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice in accordance with Condition 15 to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem, at any time or from time to time, as from the Call Option Date (as specified in the Final Terms) which shall be no earlier than 90 days before the Maturity Date, until the Maturity Date, the Notes, in whole or in part, at par together with interest accrued to, but excluding, the date fixed for redemption (including, where applicable, any arrears of interest).

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption 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 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 other stock exchange requirements.

In the case of a partial redemption in respect of Dematerialised Notes, the redemption may be effected, at the option of the 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 French *Code monétaire et financier*, subject to compliance with any other applicable laws and Regulated Market or other stock exchange requirements.

So long as the Notes are listed and admitted to trading on Euronext Paris and the rules of that stock exchange so require, the 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.

- (e) **Redemption at the Option of the Issuer:** If a Call Option is specified in the relevant Final Terms, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice in accordance with Condition 15 to the Noteholders (or such other notice period as may be specified in the relevant Final Terms) redeem in relation to, all or, if so provided, some, of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to, but excluding, 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 on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption 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, 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 other stock exchange requirements.

In the case of a partial redemption in respect of Dematerialised Notes, the redemption may be effected, at the option of the 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 French *Code monétaire et financier*, subject to compliance with any other applicable laws and Regulated Market or other stock exchange requirements.

So long as the Notes are listed and admitted to trading on Euronext Paris and the rules of that stock exchange so require, the 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.

- (f) **Redemption at the Option of Noteholders and Exercise of Noteholders' Options:** If a Put Option is specified in the relevant Final Terms, the 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, but excluding, the date fixed for redemption (including, where applicable, any arrears of interest).

To exercise such option 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 and the 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 Issuer.

(g) Early Redemption:

(i) Zero Coupon Notes:

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount, upon redemption of such Note pursuant to Condition 6(h) or Condition 6(k) 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.
- (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(h) or Condition 6(k) 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(e). 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(h) or Condition 6(k), 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).

(h) Redemption for Taxation Reasons

- (i) If, by reason of any change in, or any change in the official application or interpretation of, French law becoming effective after the Issue Date, the 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 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 15, 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) 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 Issuer [or the Guarantor, as the case may be,] could make payment of principal and interest without withholding for such taxes.
- (ii) If the 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 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 Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than seven days' prior notice to the Noteholders in accordance with Condition 15, redeem all, but not some only, of the Notes then outstanding at their Early Redemption Amount together with any interest accrued to the date set for redemption (including, where applicable, any arrears of interest) on the latest practicable Interest Payment Date on which the 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.
- (i) Purchases:** The 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. Unless the possibility of holding and reselling is expressly excluded in the relevant Final Terms, all Notes so purchased by the Issuer may be held and resold in accordance with Article L.213-1 A and D.213-1 A of the French *Code monétaire et financier* for the purpose of enhancing the liquidity of the Notes.
- (j) Cancellation:** All Notes purchased by or on behalf of the Issuer for cancellation will forthwith be cancelled, in the case of Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised 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 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 Issuer [and the Guarantor] in respect of any such Notes shall be discharged.

- (k) **Illegality:** If, by reason of any change in, or any change in the official application of French law becoming effective after the Issue Date, it will become unlawful (i) for the 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 Issuer 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 15, 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).

(l) **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.

(A) 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 per cent. 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 per cent. 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 15 (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.

(B) 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 15 specifying the nature of the Put Event, the circumstances giving rise to it and the procedure for exercising the option contained in this Condition.

(C) 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.

(D) 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:** Payments of principal and interest (including, for the avoidance of doubt, any arrears of interest, where applicable) in respect of Dematerialised Notes shall (in the case of Dematerialised Notes 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 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 the Issuer 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(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 7(f)(vi)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the 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) **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 Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer [or the Guarantor, if payment is being made under the Guarantee].
- (d) **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.
- (e) **Appointment of Agents:** The Fiscal Agent, the Paying Agents, the Calculation Agent, the Registration Agent, the Redenomination Agent and the Consolidation Agent initially appointed under the Agency Agreement and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Registration 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 Issuer

reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Registration Agent, the Redenomination Agent and the Consolidation Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) 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) Paying Agents having specified offices in at least two major European cities, (vi) 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 (v) 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 (vii) 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 Issuer [(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(d) with a view to consolidating such Notes with one or more other Series of Notes, in accordance with Condition 14, the 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 15.

(f) 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 unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons, and where any 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.
- (g) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Materialised 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).
- (h) **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, on which Euroclear France is open for business or (ii) in the case of Materialised Notes, on which banks and foreign exchange markets are open for business in the relevant place of presentation, (B) on which banks and foreign exchange markets are open for business in such jurisdictions as shall be specified as “**Financial Centres**” in the relevant Final Terms and (C) (i) in the case of a payment in a currency other than euro, where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or (ii) in the case of a payment in euro, which is a TARGET Business Day.

8 Taxation

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

- (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 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 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 the Fiscal Agent of written notice of default given by the Representative upon request of the Noteholder; or
- (c) the 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 150,000,000 (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;
- (d) the Issuer [or the Guarantor] (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 conciliation proceedings or preservation proceedings 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) 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(c)(i)) may, by written notice to the Issuer and the Fiscal Agent 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 Issuer and the Fiscal Agent. If an Event of Default specified in paragraph (d) 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 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

In respect of the representation of the Noteholders, the following shall apply:

- (a) If the relevant Final Terms specifies “No *Masse*”, the Noteholders will not, in respect of all Tranches in any Series, be grouped for the defence of their common interests in a *Masse* (as defined below) and the provisions of the French *Code de commerce* relating to the *Masse* shall not apply; or
- (b) If the relevant Final Terms specifies “Full *Masse*”, the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a *Masse* and the provisions of the French *Code de commerce* relating to the *Masse* shall apply subject to the below provisions of this Condition 11(b).

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 of the Noteholders (the “**General Meeting**”).

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 Meeting

The place where of a General Meeting shall be held will be set out in the notice convening such General Meeting; or

- (c) If the relevant Final Terms specifies “Contractual Masse”, the Noteholders 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**”) which will be subject to the below provisions of this Condition 11(c).

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:

(i) 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.

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.

(ii) Representative

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

- the Issuer, 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
- companies guaranteeing all or part of the obligations of the 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
- companies holding 10 per cent. or more of the share capital of the Issuer or companies having 10 per cent. or more of their share capital held by the Issuer; 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

- 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 Issuer and the specified offices of any of the Paying Agents.

(iii) 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 the Issuer.

(iv) General Meeting

A General Meeting may be held at any time, on convocation either by the Issuer 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 the Issuer 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 15 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 the Issuer 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.

(v) 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 15.

(vi) 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 the Issuer, at the specified offices of any of the Paying Agents and at any other place specified in the notice of the General Meeting.

(vii) Expenses

The Issuer 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.

(viii) 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 14, 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.

For the avoidance of doubt, in this Condition 11, the term “outstanding” (as defined in the Agency Agreement) shall not include those Notes purchased by the Issuer in accordance with Article L.213-1 A of the French *Code monétaire et financier* that are held by it and not cancelled.

12 Modifications

These Conditions may be completed in relation to any Series of Notes by the terms of the relevant Final Terms in relation to such Series.

The Agency 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 Agency Agreement mutually deem necessary or desirable and which does not, in the reasonable opinion of the Issuer [and the Guarantor], adversely affect the interests of the Noteholders, Receiptholders or Couponholders.

13 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 the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Definitive Materialised 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 Issuer in respect of such Definitive Materialised Bearer Notes, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Materialised Bearer Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

14 Further Issues and Consolidation

- (a) **Further Issues:** The 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 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 15, 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.

15 Notices

- (a) Notices to the holders of Dematerialised Notes issued by the Issuer 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 the Issuer, 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 *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 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 *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 15.
- (d) Notices required to be given to the holders of Dematerialised Notes (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 15 (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 Condition 11 shall also be published in a leading daily newspaper of general circulation in Europe.
- (e) Notices will, if published more than once, be deemed to have been given on the date of the first publication.

16 Substitution of the Issuer

- (a) The 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 14), 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 an irrevocable and unconditional guarantee (the “**Guarantee**”) pursuant to an autonomous obligation (*garantie autonome*) of GDF SUEZ, substantially in the form set out in the section entitled “Pro-forma of the Guarantee of GDF SUEZ” of the Base Prospectus dated 12 September 2012, and the Conditions (including this Condition 16) 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 S&P. and its successors and Moody's and its successors; 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, 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 in relation to the substitution.
- (b) Any such substitution shall be published in accordance with Condition 15.
 - (c) The *Autorité des marchés financiers* shall be informed of any such substitution.
 - (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.

17 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.
- (b) **Jurisdiction:** Any claim against the 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.

PRO-FORMA OF THE GUARANTEE OF GDF SUEZ

The following is the pro-forma of the guarantee that GDF SUEZ is expected to issue in connection with the substitution of Issuer provided under Condition 16 of the Terms and Conditions of the Notes:

The undersigned GDF SUEZ, a public limited liability company (a *société anonyme*) with a share capital of €[●] whose head-office is located at 1, place Samuel de Champlain, 92400 Courbevoie, France, represented by [●], duly authorised to deliver this guarantee (the “**Guarantee**”) by [●] hereinafter referred to as the “**Guarantor**” or “**GDF SUEZ**”, hereby refers to:

- (A) The following Series of Euro Medium Term Notes (together, the “**Notes**”), which have been issued by GDF SUEZ under a Euro Medium Term Notes Programme in the aggregate nominal amount of Notes outstanding not exceeding at any time €25,000,000,000 (or the equivalent in any other currencies) (the “**Programme**”):

[briefly describe Series of Notes issued in respect of which the Issuer has been substituted];

- (B) the terms and conditions of the Notes (the “**Terms and Conditions**” or, with respect to a particular numbered condition, a “**Condition**”), and in particular Condition 16;
- (C) the amended and restated agency agreement (as amended or supplemented from time to time, the “**Agency Agreement**”) dated 12 September 2012 between GDF SUEZ as Issuer, Citibank, N.A., London Branch as fiscal agent and the other agents named in it;
- (D) the amended and restated dealer agreement (as amended or supplemented from time to time, the “**Dealer Agreement**” and together with the Agency Agreement, the “**Agreements**”) dated 12 September 2012 entered into between GDF SUEZ as Issuer and the Permanent Dealers and the Arranger,
- (E) the transfer by GDF SUEZ to [●], a company incorporated under the laws of [●], which as of the transfer date is a fully consolidated subsidiary of GDF SUEZ and whose head-office is located at [●] (the “**Substituted Issuer**”) of all (but not some only) of the rights, obligations and liabilities of GDF SUEZ under the Notes (including any further notes issued in accordance with Condition 14), Receipts and Coupons, as of [●].

The Guarantor hereby declares being fully aware of all the Terms and Conditions, the Agreements and the Programme.

In this context, the Guarantor hereby irrevocably and unconditionally guarantees up to a maximum outstanding principal amount of €[●], pursuant to an autonomous obligation (*garantie autonome*), to the holders of the Notes transferred to the Substituted Issuer (the “**Noteholders**”) 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 Substituted 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 *Code civil* and the Guarantor may not invoke any defence that the Substituted Issuer could assert against a Noteholder including the unenforceability or invalidity of any obligation of the Substituted Issuer under the Notes. The Guarantor hereby waives any

requirement that the Noteholders, in the event of any default in payment by the Substituted Issuer, first makes demand upon or seeks to enforce remedies against the Substituted 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 Substituted 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 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 other negotiable bonds, notes or debt securities it guarantees and 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 it guarantees and 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 Substituted 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 law, it shall pay, to the extent not prohibited by French 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 Substituted Issuer's 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, 1, place Samuel de Champlain, 92400 Courbevoie, France].

Terms used but not defined herein shall have the meaning given to them in the Terms and Conditions as set out in the Base Prospectus of the Issuer dated 12 September 2012 relating to the Programme.

Signed in Paris on [●] in two (2) originals, one for the Guarantor and one for the Fiscal 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, 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 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 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 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

The net proceeds of the issue of the Notes will be used for the Issuer's general corporate purposes. If in respect of any particular issue of Notes, there is a particular identified use of proceeds, this will be stated in the relevant Final Terms.

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 Nanterre* under reference number 542 107 651. Its registered and principal office is currently at 1, place Samuel de Champlain, 92400 Courbevoie, France. GDF SUEZ's contact telephone number is +33 1 44 22 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 17 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:

- prospect, produce, process, import, export, buy, transport, store, distribute, supply and market combustible gas, electricity and all other energy;
- trade in gas, electricity and all other energy;
- supply services related to the aforementioned activities;
- carry out the public service missions that are assigned to it under current law and regulations, in particular, the Electricity and Gas Nationalization law No. 46-628 of 8 April 1946, the Gas and Electricity Markets and the Public Service of Energy law No. 2003-8 of 3 January 2003, the Public Service of Electricity, Gas and Electrical and Gas Companies No. 2004-803 of 9 August 2004 as well as the Energy Sector law No. 2006-1537 of 7 December 2006;
- study, design and implement all projects and all public or private works on behalf of all local authorities and individuals; prepare and enter into all agreements, contracts and transactions related to the implementation of the said projects and works;
- participate directly or indirectly in all operations or activities of any kind that may be connected to one of the aforementioned objects or that are liable to further the development of the company's assets, including research and engineering activities, by setting up new companies or undertakings, 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;
- create, acquire, rent, take in lease management all property, real property and businesses, rent, install, and operate all establishments, businesses, plants or workshops connected with one of the aforementioned objects;
- register, acquire, operate, grant or sell all processes, patents and patent licenses relating to the activities connected with one of the aforementioned objects;
- 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;

- 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

The GDF SUEZ Group is active throughout the entire energy value chain, in electricity and natural gas, upstream to downstream in:

- purchasing, production and marketing of natural gas and electricity;
- transmission, storage, distribution, management and development of major natural gas infrastructures;
- energy services and services related to environmental management (water, waste).

GDF SUEZ operates a well-balanced business model:

- through its presence in complementary business activities across the value chain (balanced breakdown of revenues between gas, electricity and energy services);
- through its presence in regions exposed to different business and economic cycles, with a strong presence in emerging markets with their greater prospects for growth;
- through its presence allocated between activities that are exposed to market uncertainties and others that offer recurring revenue (infrastructure, PPA-type contracts, regulated activities in water, etc.);
- through a balanced energy mix with priority given to low- and zero-carbon energy sources.

This business model responds to the demands of the economic environment in which the Group operates. This environment is characterized by the confirmation of underlying trends including stronger competition in Europe, the convergence of the markets for gas, electricity and energy services, and the challenges of sustainable development.

It is also marked by recent developments which require an adaption in the traditional model of the geocentric European utility, anticipated by GDF SUEZ:

- a cyclical downturn in prices in mature country energy markets following the economic crisis;
- a growth gap between mature and emerging markets which has widened with the economic crisis;
- adoption of the climate package in the European Union (the "3 x 20" targets);
- growing uncertainties weighing on the energy markets, heightened by the political events in Arab countries, the Fukushima nuclear accident, and regulatory fog.

GDF SUEZ has thus based its growth strategy on:

- accelerating development in emerging markets in power generation and in the field of LNG and exploration-production;
- integrating, refocusing and streamlining its activities in Europe;
- strengthening activities that generate recurring revenue.

Listed in Brussels (Belgium), Luxembourg and Paris (France), GDF SUEZ is represented in the major international indices: CAC 40, BEL 20, DJ Stoxx 50, DJ Euro Stoxx 50, Euronext 100, FTSE Eurotop 100, MSCI Europe and ASPI Eurozone.

In 2011, GDF SUEZ was ranked first among listed utilities worldwide by Forbes magazine in its annual ranking of the 2,000 largest listed global companies (24th in the general category, 3rd among French companies).

In a Group-wide participatory forum rolled out in 2009, the Group defined its fundamental values as drive, commitment, daring, and cohesion.

GDF SUEZ is structured in:

- 6 business lines (five energy business lines and one environment business line) sometimes subdivided into business areas, that operate a set of business units (BUs) which are structures that group similar activities in terms of business challenges (market, competition, regulation, cost structure, geography);
- Functional divisions that provide supervision both at corporate and business line level.

The **Energy Europe** business line is in charge of energy management, distribution and storage of natural gas¹, electricity production and energy sales across all segments in continental Europe.

The **Energy International business** line is organized in six geographical regions (Latin America; North America; UK-Europe; Middle East; Turkey and Africa; Asia and Australia). It is responsible for power generation as well as downstream LNG, gas distribution, desalination and retail in all markets outside continental Europe². The business line is represented by International Power.

The **Global Gas and LNG** business line is in charge of the exploration & production of natural gas and oil, and the supply transportation and sale of liquefied natural gas.

The **Infrastructures** business line pools the activities of networks and infrastructures in Europe and mainly in France: transmission of natural gas and electricity, gasification of LNG, storage of natural gas, distribution of natural gas.

The **Energy Services** business line offers its customers in industry, the tertiary sector and infrastructures effective and sustainable energy and environmental solutions through multitechnical services in the areas of engineering, installation or energy services.

The **Environment** business line provides services of water sanitation and waste management to communities and manufacturers.

The GDF SUEZ center (based both in Paris and Brussels) is responsible for strategic orientations and financial performance, in particular for:

- defining and adapting structures;

¹ The BEE is in charge of gas distribution to Portugal, Hungary, Romania and Slovakia, and gas storage for the latter two countries.

² As well as activities associated to International Power's assets in continental Europe.

- developing broad functional policies (finance, strategy, audit, internal control, risk management, human resources, office of general secretary, legal, communications, research-innovation, performance, information systems, purchasing, safety, etc.);
- controlling and overseeing the implementation of internal policies and procedures;
- steering functional lines;
- steering transversal processes, in particular developing intrabusiness-line synergies;
- and within shared service centers and centers of expertise, steering missions that can be shared by several business lines.

See also 4.1 of the GDF SUEZ 2011 Reference Document – Report by the Chairman of the Board of Directors on corporate governance and internal control and risk management procedures pursuant to Article L.225-37 of the French *Code de commerce*.

2 Share Capital Structure of GDF SUEZ

Share capital

At 1st August 2012, the share capital of GDF SUEZ stood at €2,321,773,449, divided into 2,321,773,449 fully paid-up shares with a par value of €1 each.

Breakdown of share capital

During fiscal 2011, the Company's share capital was increased by 2,340,451 shares with a par value of €1 resulting from the issue of 2,340,451 shares following the exercise of stock options:

31 December 2011	% of share capital	% of voting rights^(a)
French Government	36.0%	36.6%
Groupe Bruxelles Lambert (GBL)	5.2%	5.3%
Employee shareholding	2.9%	3.0%
CDC Group	2.0%	2.0%
CNP Assurances Group	1.1%	1.1%
Sofina	0.6%	0.6%
Treasury stock	1.7%	-
Total Management	Not significant	Not significant
Public	50.5%	51.4%
	100%	100%

(a) Calculated based on the number of shares and voting rights outstanding at 31 December 2011.

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

Pursuant to Article 13 of its bylaws and pursuant to the provisions of Articles L.225-17, L.225-23 and L.225-27 of the French *Code de commerce* regarding the composition of the Board of directors, the Board of Directors of GDF SUEZ is composed of a maximum of 22 members. For the composition of the Board of directors, see “Documents Incorporated by Reference”.

4 Rating

GDF SUEZ is currently rated A1/P-1 with negative outlook by Moody’s and A/A-1 with stable outlook by S&P.

RECENT DEVELOPMENTS OF THE ISSUER

Extension of the shutdown of Doel 3 nuclear power station

Inspections of the reactor vessel conducted during the 10-yearly overhaul of Doel 3 nuclear power station yielded findings that require further analysis by internal and external experts. The necessary actions are currently being implemented.

The mentioned analyses are supervised by the Federal Agency for Nuclear Control (AFCN/FANC). Additional information has been requested and will be submitted to the supervisory authorities.

The reactor is stopped until the 1st of December 2012 and in any case, it will not be restarted until all results are in.

This event has no impact whatsoever on the wellbeing or health of the employees, the local residents, or the surrounding area.

Following due analysis, the authorities agreed that for the time being the incident should be classified as a level 1 occurrence on the International Nuclear Event Scale (INES)*, which ranges from level 1 (anomaly) to level 7 (major accident) and is intended to promote open communication about occurrences at nuclear facilities around the world.

The reactor vessel of Tihange 2 is currently under 10-yearly overhaul and in this context, will be submitted to the same inspections since it was manufactured by the same suppliers.

Background information: Doel 3 nuclear power station was shut down for its 10-yearly overhaul on 2 June. In addition to annual maintenance, the safety report also provides for a full check-up of all facilities. The scope of this work, entailing the performance of no fewer than 10,000 maintenance tasks and other checks, necessitated the plant's extraordinary shutdown.

** The INES Scale, devised by the International Atomic Energy Agency (IAEA) and the Nuclear Energy Agency (NEA), was first introduced in the early 1990s. Its purpose is to promote communication about and a correct understanding of the safety-related importance of abnormal occurrences in nuclear facilities. The scale ranges from level 1 (anomaly) to level 7 (major accident). Nuclear operators are obliged to notify the outside world of any aberrations above INES level 2. However, under their open communication policy, Electrabel and the GDF SUEZ Group have opted to properly and proactively inform the public about INES 1 occurrences"*

TAXATION

The following is a general description of certain French and European Union 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 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.

European Union

On 3 June 2003, the European Council of Economics and Finance Ministers adopted Directive 2003/48/EC on the taxation of savings income (the “**Savings Directive**”). Pursuant to the Savings 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 Savings 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 Savings Directive, for the immediate benefit of individuals.

However, throughout a transitional period, certain Member States (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 currently equals 35 per cent.

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 Savings 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 Savings Directive.

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 European Commission has proposed certain amendments to the Savings Directive which may, if implemented, amend or broaden the scope of the requirements described above.

France

EU Savings Directive

The Savings Directive was implemented into French law under Article 242 *ter* of the French *Code général des impôts*, 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.

Withholding tax

Notes issued as from 1 March 2010

Following the introduction of the French *loi de finances rectificative pour 2009* no. 3 (n° 2009-1674 dated 30 December 2009 applicable as from 1 March 2010) (the “**Law**”), payments of interest and other revenues made by the Issuer with respect to Notes issued on or after 1 March 2010 (other than Notes (described below) which are assimilated (*assimilées*) and form a single series with Notes issued prior to 1 March 2010 having the benefit of Article 131 *quater* of the French *Code général des impôts*) will not be subject to the withholding tax set out under Article 125 A III of the French *Code général des impôts* unless such payments are made outside France in a non-cooperative State or territory (*Etat ou territoire non coopératif*) within the meaning of Article 238-0 A of the French *Code général des impôts* (a “**Non-Cooperative State**”). If such payments under the Notes are made in a Non-Cooperative State, a 50 per cent. withholding tax will be applicable (subject to certain exceptions and to the more favourable provisions of an applicable double tax treaty) by virtue of Article 125 A III of the French *Code général des impôts*.

Furthermore, according to Article 238 A of the French *Code général des impôts* interest and other revenues on such Notes will not be deductible from the Issuer's taxable income if they are paid or accrued to persons domiciled or established in a Non-Cooperative State or paid in such a Non-Cooperative State (the “**Deductibility Exclusion**”). Under certain conditions, any such non-deductible interest and other revenues may be recharacterised as constructive dividends pursuant to Article 109 of the French *Code général des impôts*, in which case such non-deductible interest and other revenues may be subject to the withholding tax set out under Article 119 bis of the French *Code général des impôts*, at a rate of 30 per cent. or 55 per cent. subject to the more favourable provisions of a tax treaty, if applicable.

Notwithstanding the foregoing, the Law provides that neither the 50 per cent. withholding tax set out under Article 125 A III of the French *Code général des impôts* nor the Deductibility Exclusion will apply in respect of a particular issue of Notes if the Issuer can prove that the principal purpose and effect of such issue of Notes was not that of allowing the payments of interest or other revenues to be made in a Non-Cooperative State (the “**Exception**”). Pursuant to the ruling (*rescrit*) 2010/11 (FP and FE) of the French tax authorities dated 22 February 2010 and the regulations published in the BOI (*bulletin officiel des impôts*) 14 A-5-15 dated 10 May 2012, an issue of Notes will benefit from the Exception without the Issuer having to provide any proof of the purpose and effect of such issue of Notes, if such Notes are:

- (i) offered by means of a public offer within the meaning of Article L.411-1 of the French *Code monétaire et financier* or pursuant to an equivalent offer in a State other than in a Non-Cooperative State. For this purpose, an “equivalent offer” means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or
- (ii) admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a Non-Cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by

such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a Non-Cooperative State; or

- (iii) admitted, at the time of their issue, to the clearing operations of a central depository or of a securities clearing and delivery and payments systems operator within the meaning of Article L.561-2 of the French *Code monétaire et financier*, or of one or more similar foreign depositories or operators provided that such depository or operator is not located in a Non-Cooperative State.

Notes which are to be assimilated (*assimilées*) with Notes issued before 1 March 2010

Payments of interest and other revenues with respect to Notes which are to be assimilated (*assimilées*) and form a single series with Notes issued before 1 March 2010 and having the benefit of Article 131 *quater* of the French *Code général des impôts*, will continue to be exempt from the withholding tax set out under Article 125 A III of the French *Code général des impôts*.

Notes issued before 1 March 2010, whether denominated in Euro or in any other currency, and constituting *obligations* under French law, or *titres de créances négociables* within the meaning of rulings (*rescrits*) 2007/59 (FP) and 2009/23 (FP) of the French tax authorities dated 8 January 2008 and 7 April 2009, respectively, or other debt securities issued under French or foreign law and considered by the French tax authorities as falling into similar categories, are deemed to be issued outside the Republic of France for the purpose of Article 131 *quater* of the French *Code général des impôts*, in accordance with Circular 5 I-11-98 of the French tax authorities dated 30 September 1998 and the aforementioned rulings (*rescrits*) 2007/59 (FP) and 2009/23 (FP).

In addition, interest and other revenues paid by the Issuer on Notes which are to be assimilated (*assimilées*) and form a single series with Notes issued before 1 March 2010 will not be subject to the Deductibility Exclusion, and hence will not be subject to the withholding tax set out in Article 119 *bis* of the French *Code général des impôts* solely on account of their being paid in a Non-Cooperative State or accrued or paid to persons established or domiciled in a Non-Cooperative State.

Belgium

The following summary describes the principal Belgian tax considerations with respect to the holding of Notes obtained by an investor in Belgium.

This information is of a general nature and does not purport to be a comprehensive description of all Belgian tax considerations that may be relevant to a decision to acquire, to hold or to dispose of the Notes. In some cases, different rules can be applicable. Furthermore, the tax rules can be amended in the future, possibly implemented with retroactive effect, and the interpretation of the tax rules may change.

This summary does not describe the tax consequences for a holder of Notes that are redeemable in exchange for, or convertible into shares, of the exercise, settlement or redemption of such Notes.

Each prospective holder of Notes should consult a professional adviser with respect to the tax consequences of an investment in the Notes, taking into account the influence of each regional, local or national law.

Individuals resident in Belgium

Individuals who are Belgian residents for tax purposes, i.e. individuals subject to the Belgian individual income tax ("*Personenbelasting*" / "*Impôt des personnes physiques*") and who hold the Notes as a private investment, are subject to the following tax treatment in Belgium with respect to the Notes. Other tax rules apply to Belgian resident individuals holding the Notes not as a private investment but in the framework of their professional activity or when the transactions with respect to the Notes fall outside the scope of the normal management of their own private estate.

Under Belgian tax law, “interest” income includes: (i) periodic interest income, (ii) any amount paid by the Issuer in excess of the issue price (whether or not on the maturity date), and (iii) if the Notes qualify as “fixed income securities” (in the meaning of article 2, §1, 8° Belgian Income Tax Code), in the case of a realisation of the Notes between two interest payment dates, the interest accrued during the detention period. In general, notes are qualified as fixed income security if there is a causal link between the amount of interest income and the detention period of the notes, 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.

Payments of interest on the Notes made through a paying agent in Belgium will in principle be subject to a 21 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). Belgian resident individuals do not have to declare the interest in their personal income tax return, provided that the 21 per cent. Belgian withholding tax and the 4 per cent. additional tax on investment income (see below) have been withheld by the paying agent in Belgium.

Subject to the above, the interest (after deduction of any non-Belgian withholding tax) must be declared in the personal income tax return and will be taxed at a flat rate of 21 per cent. (according to the current text of the Law local surcharges will apply, however the Belgian federal government has approved a draft bill which, if adopted by the Belgian legislator, would abolish local surcharges) and increased, as the case may be, with the 4 per cent. additional tax on investment income (see below). The Belgian withholding tax and the 4 per cent. additional tax on investment income withheld by the Belgian paying agent, if any, may be credited and any excess may be refunded.

Belgian resident individuals who receive qualifying investment income (qualifying interest and qualifying dividends) in an amount exceeding EUR 20,020 (amount for income year 2012) on a yearly basis will be subject to an additional tax on investment income of 4 per cent. on the income exceeding EUR 20,020. Certain investment income is not subject to the additional tax on investment income, i.e. dividend income taxed at 25 per cent., liquidation bonuses, the part of interest on regulated savings accounts taxed at 15 per cent., the income from government bonds issued and subscribed between 24 November and 2 December 2011 and income not considered as taxable moveable income (including the exempt part of interest on regulated savings accounts); however, this investment income is in principle first taken into account to determine whether the EUR 20,020 threshold is exceeded, except for liquidation bonuses, the income from the above mentioned government bonds and income not considered as taxable moveable income (including the exempt part of interest on regulated savings accounts).

If the payment of interest is made through a Belgian paying agent, such paying agent will be required to communicate the identity of the holder of Notes and the amount of the interest to a central contact point, which in turn will automatically communicate such amount and identity to the Belgian income tax authorities if the total amount of investment income communicated with respect to that holder in the relevant year exceeds the abovementioned threshold of EUR 20,020. Such communication to the central contact point can be avoided if the holder of Notes allows the paying agent to levy the 4 per cent. tax in addition to the Belgian withholding tax. In such case, the holder is not required to declare the interest in his/her personal income tax return.

Capital gains realised upon the sale of the Notes are in principle tax exempt, unless the capital gains are realised outside the scope of the management of one’s private estate or unless the capital gains qualify as interest (as defined above). Capital losses are in principle not tax deductible.

Belgian resident corporations

Corporations that are Belgian residents for tax purposes, i.e., corporations subject to Belgian Corporate Income Tax (“*Vennootschapsbelasting*”/“*Impôt des sociétés*”) are subject to the following tax treatment in Belgium with respect to the Notes.

Interest derived by Belgian corporate investors on the Notes and capital gains realised on the Notes will be subject to Belgian corporate income tax at the ordinary rate of 33.99 per cent. Capital losses on the Notes are in principle tax deductible.

Payments of interest (as defined in the section “Individuals resident in Belgium”) on the Notes made through a Belgian establishment of a financial intermediary will in principle be subject to a 21 per cent. withholding tax in Belgium (calculated on the interest received after deduction of any non-Belgian withholding taxes). However, the interest can under certain circumstances be exempt from withholding tax, provided a special certificate is delivered. For zero or capitalisation bonds, the above exemption will not apply, unless the Belgian company and the Issuer are associated companies within the meaning of article 105,6° RD/ITC. The Belgian withholding tax that has been levied is creditable and refundable in accordance with the applicable legal provisions.

Other Belgian legal entities

Legal entities that are Belgian residents for tax purposes, i.e. that are subject to Belgian tax on legal entities (“*Rechtspersonenbelasting*”/“*Impôt des personnes morales*”) are subject to the following tax treatment in Belgium with respect to the Notes.

Payments of interest (as defined in the section “Individuals resident in Belgium”) on the Notes made through a Belgian establishment of a financial intermediary will in principle be subject to a 21 per cent. withholding tax in Belgium and no further tax on legal entities will be due on the interest.

However, if the interest is paid outside Belgium, i.e. without the intervention of a financial intermediary in Belgium, the legal entity itself is liable for the payment of the Belgian 21 per cent. withholding tax.

Capital gains realised on the sale of the Notes are in principle tax exempt, unless the capital gain qualifies as interest (as defined in the section “Individuals resident in Belgium”). Capital losses on the Notes are in principle not tax deductible.

Organisation for Financing Pensions

Belgian pension fund entities that have the form of an Organisation for Financing Pensions (“**OFP**”) are subject to Belgian Corporate Income Tax (“*Vennootschapsbelasting*”/“*Impôt des sociétés*”). OFPs are subject to the following tax treatment in Belgium with respect to the Notes.

Interest derived on the Notes and capital gains realised on the Notes will not be subject to Belgian Corporate Income Tax in the hands of OFPs. Any Belgian withholding tax that has been levied is creditable and refundable in accordance with the applicable legal provisions.

Belgian non-residents

The interest income on the Notes paid to a Belgian non-resident outside of Belgium, i.e. without the intervention of a Belgian establishment of a financial intermediary, is not subject to Belgian withholding tax.

Interest income on the Notes paid through a Belgian intermediary will in principle be subject to a 21 per cent. Belgian withholding tax, unless the Note holder is resident in a country with which Belgium has concluded a double taxation agreement and delivers the requested affidavit.

Non-resident Noteholders that have not allocated the Notes to business activities in Belgium can also obtain an exemption of Belgian withholding tax on interest from the Notes if they are the owners or usufructors of the Notes and they deliver an affidavit confirming that they have not allocated the Notes to business activities in Belgium and that they are non-residents, provided that (i) the interest is paid through a Belgian credit institution, stock market company or clearing or settlement institution and that (ii) the Notes are not used by the Issuer for carrying on a business in Belgium.

Non-resident Noteholders using the Notes to exercise a professional activity in Belgium through a permanent establishment are subject to the same tax rules as the Belgian resident corporations (see above). Non-resident Noteholders who do not allocate the Notes to a professional activity in Belgium are not subject to Belgian income tax, save, as the case may be, in the form of withholding tax.

Tax on stock exchange transactions

A stock exchange tax ("*Taxe sur les opérations de bourse*", "*Taks op de beursverrichtingen*") will be levied on the purchase and sale in Belgium of the Notes on a secondary market through a professional intermediary. The rate applicable for secondary sales and purchases in Belgium through a professional intermediary is 0.09 per cent. with a maximum amount of EUR 650 per transaction and per party. The tax is due separately from each party to any such transaction, i.e., the seller (transferor) and the purchaser (transferee), both collected by the professional intermediary.

However, the tax will not be payable by exempt persons acting for their own account, including investors who are Belgian non-residents provided they deliver an affidavit to the financial intermediary in Belgium confirming their non-resident status and certain Belgian institutional investors, as defined in Article 126/1, 2° of the Code of various duties and taxes ("*Code des droits et taxes divers*", "*Wetboek diverse rechten en taksen*").

EU Savings Directive

The Savings Directive has been implemented in Belgium by the law of 17 May 2004. The Savings Directive entered into force on 1 July 2005.

Individuals not resident in Belgium

Interest paid or collected through Belgium on the Notes and falling under the scope of application of the Savings Directive was subject to the Disclosure of Information Method as from 1 January 2010.

Individuals resident in Belgium

An individual resident in Belgium will be subject to the provisions of the Savings Directive, if he receives interest payments from a paying agent (within the meaning of the Savings Directive) established in another EU Member State, Switzerland, Liechtenstein, Andorra, Monaco, San Marino, the Curaçao, Bonaire, Saba, Sint-Maarten and Sint-Eustatius (former the Netherlands Antilles), Aruba, Guernsey, Jersey, the Isle of Man, Montserrat, the British Virgin Islands, Anguilla, the Cayman Islands or the Turks and Caicos Islands.

If the interest received by an individual resident in Belgium has been subject to a withholding pursuant to the Savings Directive ("**Source Tax**"), such Source Tax does not liberate the Belgian individual from declaring the interest income in the personal income tax declaration. The Source Tax will be credited against the personal income tax. If the Source Tax withheld exceeds the personal income tax due, the excessive amount will be reimbursed, provided it reaches a minimum of €2.5.

Federal Republic of Germany

The following summary does not consider all aspects of income taxation in the Federal Republic of Germany ("**Germany**") that may be relevant to a holder of the Notes in the light of the holder's particular circumstances and income tax situation. The summary applies to investors holding the Notes as private investment assets (except where explicitly stated otherwise) and is not intended to be, nor should it be construed to be, legal or tax advice. This discussion is based on German tax laws and regulations, all as currently in effect (except where explicitly stated otherwise) and all subject to change at any time, possibly with retroactive effect. In particular, the discussion herein is limited to Notes that are issued and acquired after 31 December 2008. The tax treatment of Notes that were issued and acquired prior to 1 January 2009 may, subject to certain transition rules in connection with the introduction of the flat tax (*Abgeltungsteuer*) on investment income, differ

significantly from the description in this summary. **Prospective holders should consult their own tax advisers as to the particular tax consequences to them of subscribing, purchasing, holding and disposing of the Notes, including the application and effect of state, local, foreign and other tax laws and the possible effects of changes in the tax laws of Germany.**

German resident noteholders

Interest income

If the Notes are held as private assets (*Privatvermögen*) by an individual investor whose residence or habitual abode is in Germany, payments of interest under the Notes are taxed as investment income (*Einkünfte aus Kapitalvermögen*) at a 25 per cent. flat tax (*Abgeltungsteuer*) (plus a 5.5 per cent. solidarity surcharge thereon and, if applicable to the individual investor, church tax).

The flat tax is generally collected by way of withholding (see succeeding paragraph – “Withholding tax”) and the tax withheld shall generally satisfy the individual investor’s tax liability with respect to the Notes. If, however, no or insufficient tax was withheld the investor will have to include the income received with respect to the Notes in its income tax return and the flat tax will then be collected by way of tax assessment. The investor may also opt for inclusion of investment income in its income tax return if the aggregated amount of tax withheld on investment income during the year exceeded the investor’s aggregated flat tax liability on investment income (e.g., because of an available loss carry forward or a foreign tax credit). If the investor’s total income tax liability on all taxable income including the investment income determined by generally applicable graduated income tax rates is lower than 25 per cent. the investor may opt to be taxed at graduated rates with respect to its investment income.

Individual investors are entitled to a tax allowance (*Sparer-Pauschbetrag*) for investment income of Euro 801 per year (Euro 1,602 for married couples filing their tax return jointly). The tax allowance is taken into account for purposes of the withholding tax (see succeeding paragraph – “Withholding tax”) if the investor files a withholding tax exemption request (*Freistellungsauftrag*) with the respective bank or financial institution where the securities deposit account to which the Notes are allocated is held. The deduction of related expenses for tax purposes is not possible.

If the Notes are held as business assets (*Betriebsvermögen*) by an individual or corporate investor who is tax resident in Germany (i.e., a corporation with its statutory seat or place of management in Germany), interest income from the Notes is subject to personal income tax at graduated rates or corporate income tax (each plus solidarity surcharge thereon) and trade tax. Where Notes qualify as zero bonds each year the part of the difference between the issue or purchase price and the redemption amount attributable to such year must be taken into account. The trade tax liability depends on the applicable trade tax factor of the relevant municipality where the business is located. In the case of individual investors the trade tax may, however, be partially or fully creditable against the investor’s personal income tax liability depending on the applicable trade tax factor and the investor’s particular circumstances. The interest income will have to be included in the investor’s personal or corporate income tax return. Any German withholding tax (including surcharges) is generally fully creditable against the investor’s personal or corporate income tax liability or refundable, as the case may be.

Withholding tax

If the Notes are kept or administered in a domestic securities deposit account by a German credit or financial services institution (or by a German branch of a foreign credit or financial services institution), or by a German securities trading firm (*Wertpapierhandelsunternehmen*) or a German securities trading bank (*Wertpapierhandelsbank*) (altogether the “**Domestic Paying Agent**”) which pays or credits the interest, a 25 per cent. withholding tax, plus a 5.5 per cent. solidarity surcharge thereon, resulting in a total withholding tax

charge of 26.375 per cent., is generally levied on the interest payments. The applicable withholding rate is in excess of the aforementioned rate if church tax is collected for the individual investor.

Capital gains from disposal or redemption of the Notes

Subject to the tax allowance for investment income described under Interest income above capital gains from the sale or redemption of the Notes held as private assets are taxed at the 25 per cent. flat tax (plus a 5.5 per cent. solidarity surcharge thereon and, if applicable to the individual investor, church tax). The capital gain is generally determined as the difference between the proceeds from the sale or redemption of the Notes and the acquisition costs.

Expenses directly related to the sale or redemption are taken into account. Otherwise, the deduction of related expenses for tax purposes is not possible.

Where the Notes are denominated in a currency other than Euro, the acquisition costs and the proceeds from the sale or redemption are computed in Euro, each at the time of the acquisition, sale or redemption, respectively.

Capital losses from the Notes held as private assets are tax-recognised irrespective of the holding period of the Notes. The losses may, however, not be used to offset other income like employment or business income but may only be offset against investment income subject to certain limitations. Losses not utilised in one year may be carried forward into subsequent years but may not be carried back into preceding years. In case the terms and conditions of certain types of Notes, provide for a risk that no re-payment of principal is made upon maturity or redemption date, it can not be excluded that capital losses will not be recognised by the German tax authorities.

The flat tax is generally collected by way of withholding (see succeeding paragraph – “Withholding tax”) and the tax withheld shall generally satisfy the individual investor’s tax liability with respect to the Notes. With respect to the return filing investors are referred to the description under “Interest income” above.

If the Notes are held as business assets (*Betriebsvermögen*) by an individual or corporate investor that is tax resident in Germany, capital gains from the Notes are subject to personal income tax at graduated rates or corporate income tax (plus solidarity surcharge thereon) and trade tax. The trade tax liability depends on the applicable trade tax factor of the relevant municipality where the business is located. In the case of an individual investor the trade tax may, however, be partially or fully creditable against the investor’s personal income tax liability depending on the applicable trade tax factor and the investor’s particular circumstances. The capital gains or losses will have to be included in the investor’s personal or corporate income tax return. It cannot be excluded that certain Notes may be classified as forward transaction (*Termingeschäft*) for tax purposes. In this case the losses from the Notes could only be offset against gains from other forward transactions (ring-fencing of losses). Any German withholding tax (including surcharges) is generally fully creditable against the investor’s personal or corporate income tax liability or refundable, as the case may be.

Withholding tax

If the Notes are kept or administered by a Domestic Paying Agent from the time of their acquisition, a 25 per cent. withholding tax, plus a 5.5 per cent. solidarity surcharge thereon, is levied on the capital gains, resulting in a total withholding tax charge of 26.375 per cent. If the Notes were sold or redeemed after being transferred to another securities deposit account, the 25 per cent. withholding tax (plus solidarity surcharge thereon) would be levied on 30 per cent. of the proceeds from the sale or the redemption, as the case may be, unless the investor or the previous account bank was able and allowed to provide evidence for the investor’s actual acquisition costs to the new Domestic Paying Agent. If the previous account bank from which the Notes were transferred was a Domestic Paying Agent it would be required to remit the acquisition costs to a new Domestic

Paying Agent. The applicable withholding rate is in excess of the aforementioned rate if church tax is collected for the individual investor.

In addition, subject to certain requirements and restrictions the Domestic Paying Agent may credit foreign withholding taxes levied on investment income in a given year regarding securities held by the investor in the deposit account with the Domestic Paying Agent.

No withholding tax is generally required on capital gains derived by German resident corporate noteholders and upon application by individual noteholders holding the Notes as business assets.

Non-German resident noteholders

Income derived from the Notes by holders who are not tax resident in Germany is in general exempt from German income taxation, and no withholding tax shall be withheld, provided however (i) the Notes are not held as business assets of a German permanent establishment of the investor or by a permanent German representative of the investor or (ii) the Notes are not presented for payment or credit at the offices of a German credit or financial services institution including a German branch of a foreign credit or financial services institution (over-the-counter transaction).

If the income derived from the Notes is subject to German taxation according to (i) or (ii) above, the income is subject to withholding tax similar to that described above under the paragraphs “Withholding tax”. Under certain circumstances, foreign investors may benefit from tax reductions or tax exemptions under applicable double tax treaties (*Doppelbesteuerungsabkommen*) entered into with Germany.

Inheritance tax/gift tax

The transfer of Notes to another person by way of gift or inheritance is subject to German gift or inheritance tax, respectively, if

- (i) the testator, the donor, the heir, the donee or any other acquirer had his residence, habitual abode or, in the case of a corporation, association (*Personenvereinigung*) or estate (*Vermögensmasse*), had its seat or place of management in Germany at the time of the transfer of property,
- (ii) except as provided under (i), the testator’s or donor’s Notes belong to a business asset attributable to a permanent establishment or a permanent representative in Germany.

Special regulations apply to certain German expatriates.

Investors are urged to consult with their tax advisor to determine the particular inheritance or gift tax consequences in light of their particular circumstances.

Other taxes

The purchase, sale or other disposal of Notes does not give rise to capital transfer tax, value added tax, stamp duties or similar taxes or charges in Germany. However, under certain circumstances entrepreneurs may choose liability to value added tax with regard to the sales of Notes which would otherwise be tax exempt. Net wealth tax (*Vermögensteuer*) is, at present, not levied in Germany.

Luxembourg

The comments below are intended as a basic summary of certain tax consequences (i.e. withholding tax and self-applied tax) in relation to the Notes under Luxembourg law. Persons who are in any doubt as to their tax position should consult a professional tax adviser.

Withholding tax and Self-Applied Tax

Under Luxembourg tax law currently in effect and with the possible exception of interest paid to individual Noteholders or so-called residual entities, there is no Luxembourg withholding tax on payments of interest (including accrued but unpaid interest). There is also no Luxembourg withholding tax, with the possible exception of payments made to individual Noteholders or so-called residual entities, upon repayment of principal in the case of reimbursement, redemption, repurchase or exchange of the Notes.

Luxembourg Non-Resident Individuals

Under the Luxembourg laws dated 21 June 2005 implementing the Council Directive 2003/48/EC on the taxation of savings income (the “**Savings Directive**”) and several agreements concluded between Luxembourg and certain dependent or associated territories of the European Union (“**EU**”), a Luxembourg based paying agent (within the meaning of the Savings Directive) is required since 1 July 2005 to withhold tax on interest and other similar income paid by it to (or under certain circumstances, to the benefit of) an individual resident in another Member State or in certain EU dependent or associated territories, unless the beneficiary of the interest payments elects for the procedure of exchange of information or for the tax certificate procedure. The same treatment will apply to payments of interest and other similar income made to certain “residual entities” within the meaning of Article 4.2 of the Savings Directive established in a Member State or in certain EU dependent or associated territories (i.e., entities which are not legal persons (the Finnish and Swedish companies listed in Article 4.5 of the Savings Directive are not considered as legal persons for this purpose), whose profits are not taxed under the general arrangements for the business taxation, which are not and have not opted to be treated as UCITS recognised in accordance with the Council Directive 85/611/EEC, as replaced by the Council Directive 2009/65/EC, or similar collective investment funds located in Jersey, Guernsey, the Isle of Man, the Turks and Caicos Islands, the Cayman Islands, Montserrat or the British Virgin Islands.

The current withholding tax rate is 35 per cent. The withholding tax system will only apply during a transitional period, the ending of which depends on the conclusion of certain agreements relating to information exchange with certain third countries.

Luxembourg Resident Individuals

In accordance with the law of 23 December 2005, as amended by the law of 17 July 2008, on the introduction of a withholding tax on certain interest payments on savings income, interest payments made by Luxembourg paying agents (defined in the same way as in the Savings Directive) to Luxembourg individual residents or to certain residual entities that secure interest payments on behalf of such individuals (unless such entities have opted either to be treated as UCITS recognised in accordance with the Council Directive 85/611/EEC, as replaced by the Council Directive 2009/65/EC, or for the exchange of information regime) are subject to a 10 per cent. withholding tax.

Pursuant to the Luxembourg law of 23 December 2005 as amended by the law of 17 July 2008, Luxembourg resident individuals, acting in the course of their private wealth, can opt to self-declare and pay a 10 per cent. tax on interest payments made after 31 December 2007 by paying agents (defined in the same way as in the Savings Directive) located in an EU Member State other than Luxembourg, a Member State of the European Economic Area other than an EU Member State or in a State or territory which has concluded an international agreement directly related to the Savings Directive.

United Kingdom

The comments below apply only to persons who are beneficial owners of the Notes and are of a general nature based on current United Kingdom law as applied in England and Wales and published HM Revenue & Customs practice (which may not be binding on HM Revenue & Customs) and are not intended to be

exhaustive. Some aspects do not apply to certain classes of persons (such as dealers) to whom special rules may apply. They assume that the Issuer is not resident in the United Kingdom and that the Issuer does not act through a permanent establishment in the United Kingdom in relation to the Notes. The United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to changes in the future. Any Noteholders who are in doubt as to their own tax position should consult their professional advisers.

Interest on the Notes

On the basis that interest on the Notes is not expected to have a United Kingdom source, there should be no United Kingdom withholding tax.

Persons in the United Kingdom (i) paying interest to or receiving interest on behalf of another person who is an individual, or (ii) paying amounts due on redemption of any Notes which constitute deeply discounted securities as defined in Chapter 8 of Part 4 of the Income Tax (Trading and Other Income) Act 2005 to or receiving such amounts on behalf of another person who is an individual, may be required to provide certain information to HM Revenue & Customs regarding the identity of the payee or person entitled to the interest and, in certain circumstances, such information may be exchanged with tax authorities in other countries. However, in relation to amounts payable on the redemption of such Notes, HM Revenue & Customs published practice indicates that HM Revenue & Customs will not exercise its power to obtain information where such amounts are paid or received on or before 5 April 2013. Note, however, that if the reporting obligations in the Directive apply to such a payment then information on the amounts payable on redemption of such Notes will have to be provided to HM Revenue & Customs.

The Netherlands

This taxation paragraph solely addresses the Dutch withholding tax consequences of the payments under the Notes. It does not consider other aspects of taxation that may be relevant to a particular holder of Notes. Each prospective holder should consult a professional tax adviser with respect to the tax consequences of an investment in the Notes. Where in this paragraph English terms and expressions are used to refer to Dutch concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Dutch concepts under Dutch tax law.

This paragraph is based on the tax law of the Netherlands (unpublished case law not included) as it stands on the date of this Prospectus. The law upon which this paragraph is based is subject to change, possibly with retroactive effect. Any such change may invalidate the contents of this paragraph, which will not be updated to reflect such change. This paragraph assumes that the place of effective management of the Issuer and, if applicable, the Substituted Issuer(s) is not situated in the Netherlands and that the Issuer and, if applicable, the Substituted Issuer(s), are not otherwise a resident of the Netherlands for Dutch dividend tax (*dividendbelasting*) purposes.

Withholding tax

All payments under the Notes may be made free from withholding or deduction of Dutch dividend tax (*dividendbelasting*), or any taxes of a similar nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein.

Italy

The statements herein regarding taxation are based on the laws and/or practice in force as at the date of this Base Prospectus and are subject to any changes in law and/or practice occurring after such date, which changes could be made on a retroactive basis. This summary will not be updated to reflect changes in law and/or practice and, if any such change occurs, the information in this summary could be superseded. The following summary does not purport to be a comprehensive description of all the tax considerations which may be

relevant to a decision to subscribe for, purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. **Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Notes.**

Interest Income

Tax treatment of the Notes qualifying as bonds or securities similar to bonds

Legislative Decree No. 239 of 1 April 1996, as subsequently amended (“**Decree 239**”), provides for the tax treatment applicable to interest, premium and other income (including the difference between the redemption amount and the issue price; such interest, premium and other income collectively referred to as the “Notes Income”) arising from notes falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*), including those issued by banks residing outside of Italy, such as the Notes, provided that such securities are deposited with banks, qualified financial intermediaries (*SIMs*), fiduciary companies, asset management companies (*SGRs*), stockbrokers or the other entities identified with a decree of the Ministry of Finance (each an “Intermediary”). An Intermediary must (i) be resident in Italy, or be the Italian permanent establishment of a non-Italian resident financial intermediary, and (ii) intervene, in any way, in the collection of interest accrued on, or in the transfer of, the Notes. For the purpose of the application of Decree 239, a transfer of the Notes includes any assignment or transfer, made either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited.

Italian resident Noteholders

Pursuant to Decree 239, a withholding tax, referred to as “*imposta sostitutiva*”, currently levied at a rate of 20 per cent. on Notes Income accrued as of 1 January 2012, applies on Notes income cashed or deemed to be cashed upon disposal for a consideration of the Notes by (i) an Italian individual not engaged in an entrepreneurial activity to which the Notes are connected (unless the individual has opted to entrust the management of his financial assets, including the Notes, with an Italian authorised financial intermediary and has opted for the *risparmio gestito* regime – see under Capital Gains Tax, *regime del risparmio gestito*), (ii) an Italian non-commercial partnership, (iii) an Italian non-commercial private or public institution, or (iv) an Italian investor exempt from Italian corporate income tax.

In case the Noteholders falling under (i) to (iii), above are engaged in an entrepreneurial activity to which the Notes are connected, the Notes Income is currently included in their overall year-end taxable income on an accrual basis and taxed at progressive rates of personal income tax (IRPEF) with respect to individuals doing business either directly or through a partnership (currently, the marginal rate equals 43 per cent. and additional surcharges of up to 3.13 per cent. for years 2011 and 2012) also apply depending on the Holders’ region and municipality of residence; an additional surcharge, the so-called “solidarity tax”, currently applies at a 3 per cent. rate on any income exceeding Euro 300,000 for the 2011-2013 tax periods, although the government is already empowered to extend its application to future years, such “solidarity tax” is deductible from taxable income) or corporate income tax (IRES) with respect to private and public institutions, currently levied at a rate of 27.5 per cent. (IRES rate may be increased from 27.5 per cent. up to 38 per cent. depending on the status of the Noteholders).

Where an Italian resident Noteholder is a company or similar commercial entity (or a permanent establishment in Italy of a foreign enterprise, to which the Notes are effectively connected) and the Notes are deposited with an intermediary, the Notes income would not be subject to the *imposta sostitutiva*, but currently included in the Noteholder’s overall year-end income as accrued and is therefore subject to IRES. In addition, in certain circumstances, depending on the “status” of the Noteholder (i.e., generally, in the case of banks or financial institutions), the Notes Income is subject to a regional income tax (IRAP), generally levied at a rate which may

vary between 3.9 per cent. and 6.9 per cent., depending on the Noteholder's actual "status" and region of residence.

If the Noteholder is an Italian pension fund subject to the regime provided under Legislative Decree No. 252 of 5 December 2005, and the Notes are deposited with an Intermediary, the Notes Income would not be subject to the *imposta sostitutiva* but currently included in the annual net accrued results of such pension fund, which are subject to a substitute tax 11 per cent.

The *imposta sostitutiva* is withheld by the Intermediary intervening in the collection of the Notes Income. The Notes Income received by (i) Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 25 January 1998, or (ii) pursuant to Law Decree No. 225 of 29 December 2010, an Italian resident open-ended or closed-ended investment fund, or a SICAV, is not subject to any withholding or substitute tax at the level of the fund.

Holders resident outside of Italy

No Italian tax is applicable to payments of Notes Income made to a non- Italian resident Noteholder that does not have a permanent establishment in Italy through which the Notes are held, provided that such Noteholder makes a statement to that effect, if and when required according to the applicable Italian tax regulations.

Tax treatment of the Notes qualifying as atypical securities

Atypical securities

The Notes Income relating to Notes that are not deemed to fall within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) and are treated as atypical securities for Italian tax purposes would be subject to a final withholding tax, levied at the rate of 20 per cent. For this purpose, debentures similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value and do not embed any profit-participating feature. In this respect, the Italian tax authorities have clarified (Italian Revenue Agency Circular No. 4/E of 18 January 2006) that securities having a maturity that is not scheduled at a specific date, such as perpetual bonds, but it is linked to the maturity of the issuing company or to the liquidation thereof, if the company has been set-up with an undetermined maturity pursuant to Article 2328 (2), No. 13, of the Italian Civil Code, shall be characterised as bonds for tax purposes.

The 20 per cent. withholding tax would be levied on a provisional basis in the case of individuals engaged in an entrepreneurial activity to which the securities are connected and credited against the ordinary personal income tax due on the income relating to such securities. Such withholding tax would not apply with respect to payments made to a non-Italian resident Noteholder that does not have a permanent establishment in Italy through which the Notes are held, and to an Italian resident Noteholder, which is (i) a company or similar commercial entity (including the Italian permanent establishment of foreign entities), (ii) a commercial partnership, or (iii) a commercial private or public institution. Interest payments made to taxpayers falling under (i) to (iii), above, are currently included in their overall year-end taxable income and subject to their ordinary tax regime.

Tax treatment of Capital gains

Capital gains tax

Capital gains realised upon any disposal, sale or redemption of the Notes is currently included in the overall taxable income of an Italian company or a similar commercial entity (including the Italian permanent establishment of foreign entities to which the Notes are connected) or Italian resident individuals engaged in an entrepreneurial activity to which the Notes are connected. As such, they would be subject to corporate or

personal income tax, as the case may be, at the rates illustrated above. In addition, in certain circumstances, depending on the “status” of the Noteholder, they may also be subject to *IRAP*.

Capital gains arising from the disposal, sale or redemption of the Notes realised by an Italian resident Noteholder who is an individual not engaged in an entrepreneurial activity to which the Notes are connected, are subject to a capital gains tax (*imposta sostitutiva*), currently levied at the rate of 20 per cent., pursuant to one of the following regimes:

(i) Under the tax return regime (*regime della dichiarazione*), the capital gains tax is chargeable, on a cumulative basis, on all capital gains net of any incurred capital loss realised by any such taxpayer on the disposal, sale or redemption of the Notes occurring in any given tax year. Such gain, net of any relevant incurred capital loss, must be reported in the year-end tax return and the tax must be paid on the capital gain together with any income tax due for the relevant tax year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years. This regime automatically applies if the Noteholders do not expressly opt for one of the following regimes; or

(ii) Under the non-discretionary portfolio regime (*regime del risparmio amministrato*), such taxpayer may elect to pay the tax separately on capital gains realised on each sale or redemption of the Notes. This separate taxation of capital gains is allowed subject to (x) the Notes being deposited with an authorised Intermediary and (y) the taxpayer making a timely election in writing for the regime del *risparmio amministrato*, addressed to any such Intermediary. The Intermediary is then responsible for accounting for the tax in respect of capital gains realised on each disposal, sale or redemption of the Notes (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, withholding and remitting to the Treasury the tax due. Losses may be deducted from capital gains subsequently realised within the same securities portfolio in the same tax period. Losses in excess can be carried forward in the following years up to the fourth. Under the regime del *risparmio amministrato*, the Noteholder is not required to report the capital gains in his annual tax return;

(iii) Under the discretionary portfolio regime (*regime del risparmio gestito*), eligible when the Notes are included in a portfolio discretionarily managed by an authorised intermediary, the 20 per cent. tax is paid on the appreciation of the investment portfolio accrued as of 1 January 2012 (including the gains realised on the disposal, sale or redemption of the Notes). The tax is paid by the authorised Intermediary. Any depreciation of the investment portfolio accrued at year-end may be carried forward and netted against the appreciation accrued in any of the four succeeding tax years. Under such regime, the Noteholder is not required to report the gains realised in his year-end tax return.

Capital gains realised by Italian-resident pension funds, certain Italian investment funds and real estate funds from the disposal, sale or redemption of the Notes are subject to the same tax regime described above under section “Interest Income.”

Capital gains realised by non-Italian resident Noteholders from the sale or redemption of the Notes are not subject to Italian taxation, provided that the Notes (i) are held outside Italy or (ii) are traded on a regulated market.

Italian inheritance and gift tax

Pursuant to Law Decree No. 262 of 3 October 2006, as converted in law, with amendments, pursuant to Law No. 286 of 24 November 2006, a transfer of the Notes by reason of death or gift is subject to an inheritance and gift tax levied on the value of the inheritance or gift, as follows:

- Transfers to a spouse or direct descendants or ancestors up to Euro 1,000,000 to each beneficiary are exempt from inheritance and gift tax. Transfers in excess of such threshold will be taxed at a 4 per cent. rate on the value of the Notes exceeding such threshold;

- Transfers between relatives up to the fourth degree other than siblings, and direct or indirect relatives by affinity up to the third degree are taxed at a rate of 6 per cent. on the value of the Notes (where transfers between siblings up to a maximum value of Euro 100,000 for each beneficiary are exempt from inheritance and gift tax); and

- Transfers by reason of gift or death of Notes to persons other than those described above will be taxed at a rate of 8 per cent. on the value of the Notes.

If the beneficiary of any such transfer is a disabled individual, whose handicap is recognised pursuant to Law No. 104 of 5 February 1992, the tax is applied only on the value of the assets (including the Notes) received in excess of Euro 1,500,000 at the rates illustrated above, depending on the type of relationship existing between the deceased or donor and the beneficiary.

Stamp Duty on the Notes

Pursuant to Article 13(2-ter) of the Tariff attached to Presidential Decree No. 642 of 26 October 1972 (as amended with Law Decree No. 201 of 6 December 2011, converted into law with Law No. 214 of 22 December 2011), regulating the Italian stamp duty, a proportional stamp duty applies on the periodic reporting communications sent by financial intermediaries to their clients (with the exception of pension funds and health funds) with respect to any financial instruments (including bonds, such as the Notes) deposited therewith.

Such stamp duty is generally levied by the relevant financial intermediary, and computed on the fair market value of the financial instruments or, in case the fair market value cannot be determined, on their face or redemption values at the following rates: (i) 0.1 per cent. for 2012, with a cap of Euro 1,200 just for that year, and (ii) 0.15 per cent. as of 2013. The stamp duty is levied on an annual basis and cannot be lower than Euro 34.20. In case of reporting periods of less than 12 months, the stamp duty is pro-rated.

Moreover, pursuant to Article 19(18-23) of Law Decree No. 201 of 6 December 2011, a similar duty applies, as of 2011, on the fair market value determined at the end of each year (or, in case the fair market value cannot be determined, on their face or redemption values) of any financial asset (including bonds such as the Notes) held abroad by Italian resident individuals. Such duty will apply at the following rates: (i) 0.1 per cent. for 2011 and 2012, and (ii) 0.15 per cent. as of 2013. A tax credit is granted for any foreign property tax levied abroad on such financial assets.

Prospective investors are urged to consult their own tax advisors as to the tax consequences of the application of these new duties on their investment in Notes.

SUBSCRIPTION AND SALE

Summary of Dealer Agreement

Subject to the terms and on the conditions contained in an amended and restated dealer agreement dated 12 September 2012 (the “**Dealer Agreement**”) between the Issuer, the Permanent Dealers and the Arranger, the Notes will be offered on a continuous basis to the Permanent Dealers. The Issuer will enter into a supplement to the Dealer Agreement in connection with the issue by it of any Notes. The Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of 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 Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has 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 Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

Selling Restrictions

United States

The Notes have not been and will not be registered under the 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 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 of 1986 and regulations thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except as permitted by the Dealer Agreement, it will not offer, sell or, in the case of Materialised Bearer Notes, 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 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 Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States 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.

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area that 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 Relevant 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 and the Issuer has consented in writing to its use for the purpose of the Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, 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
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in paragraphs (b) to (d) above shall require 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.

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 amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State and the expression “**2010 PD Amending Directive**” means Directive 2010/73/EC.

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 Issuer;
- (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 Issuer; 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, and each further Dealer appointed under the Programme will be required to represent and agree, 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 publication of the prospectus relating to those Notes approved by the AMF, 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 by the AMF; 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 (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), 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*.

Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* (“**CONSOB**”) pursuant to Italian securities legislation and, accordingly, each Dealer has acknowledged and

agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or delivered, and will not offer, sell or deliver any Notes or any copy of this Base Prospectus or any other offer document in the Republic of Italy ("**Italy**"), except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 34-ter, paragraph 1, letter b), of CONSOB Regulation No. 11971 of 14 May 1999 (the "**Issuers Regulation**"), all as amended from time to time; or
- (b) in any other circumstances where an express exemption from compliance with the restrictions on offers to the public applies, as provided under Article 100 of Legislative Decree No/ 58 of 24 February 1998 (the "**Consolidated Financial Services Act**") and its implementing regulations, including Article 34-ter of the Issuers Regulation.

Moreover, and subject to the foregoing, any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in Italy under (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Consolidated Financial Services Act, Legislative Decree No. 385 of 1 September 1993 (the "**Banking Act**"), and CONSOB Regulation No. 16190 of 29 October 2007, all as from time to time amended;
- (ii) in compliance with Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the offering or issue of securities in Italy; and
- (iii) in compliance with any securities, tax, exchange control and any other applicable laws and regulations, including any limitation or requirement which may be imposed from time to time, *inter alia*, by CONSOB or the Bank of Italy.

Any investor purchasing the Notes in this offering is exclusively responsible for ensuring that any offer or resale of the Notes it purchased in this offering occurs in compliance with applicable laws and regulations.

Article 100-bis of the Consolidated Financial Services Act affects the transferability of the Notes in Italy to the extent that any placing of the Notes is made solely with qualified investors and such Notes are then systematically resold to non-qualified investors on the secondary market at any time in the 12 months following such placing. Should this occur without the publication of a prospectus in Italy in compliance with the Prospectus Directive or, outside of the application of one of the exemptions referred to above, purchasers of Notes who are acting outside of the course of their business or profession are entitled to have such purchase declared void and to claim damages from any authorised intermediary at whose premises the Notes were purchased.

This Base Prospectus, any other document relating to the Notes, and the information contained herein are intended only for the use of its recipient and are not to be distributed to any third-party resident or located in Italy for any reason. No person resident or located in Italy other than the original recipients of this document may rely on it or its contents.

Germany

In addition to the limitations set out in the "Public Offer Selling Restriction under the Prospectus Directive" above, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it shall only offer Notes in the Federal Republic of Germany in compliance with the provisions of the German Securities Prospectus Act ("**Wertpapierprospektgesetz**"), as amended from time to time, or any other laws applicable in the Federal Republic of Germany governing the offer and sale of securities.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Act**"). Accordingly, each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, 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, or for the benefit of, any 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 Act and other relevant laws and regulations of Japan.

General

These selling restrictions may be modified or supplemented by the agreement of the Issuer and the Dealers. Any such modification or supplement will be set out 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, and each further Dealer appointed under the Programme will be required to agree, 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 Issuer or any other Dealer shall have responsibility therefore.

Each of the Dealers and the Issuer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that Materialised Notes may only be issued outside France and the United States.

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 OF NOTES WITH A DENOMINATION OF LESS THAN €100,000 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

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the Euro 25,000,000,000

Euro Medium Term Note Programme

Any person making or intending to make an offer of the Notes may only do so[:

- (i) in those Public Offer Jurisdictions mentioned in Paragraph 9(vi) of Part B below, provided such person is [an Authorised Offeror] in that paragraph and that such offer is made during the Offer Period specified for such purpose therein; or
- (ii) otherwise] 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.

The expression “**Prospectus Directive**” means Directive 2003/71/EC (and amendments thereto, including the Directive 2010/73/EU, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State.]

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 12 September 2012 which has received visa no. 12-441 from the *Autorité des marchés financiers* (the “**AMF**”) on 12 September 2012 [and the supplement(s) to it dated [•] which has received visa no. [•] from the AMF on [•]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (the “**Base Prospectus**”). 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 the Base Prospectus. 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. A summary of the issue of the Notes is annexed to these Final Terms. The Base Prospectus is available for viewing on the website of the AMF (www.amf-france.org) and of GDF SUEZ (www.gdfsuez.com) and printed copies may be obtained from GDF SUEZ at 1, place Samuel de Champlain, 92400 Courbevoie, 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] [and the supplement(s) to it dated [●]]. 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 the Base Prospectus dated 12 September 2012 which has received visa no. 12-441 from the *Autorité des marchés financiers* (the “**AMF**”) on 12 September 2012 [and the supplement(s) to it dated [●] which has received visa no. [●] from the AMF on [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (the “**Base Prospectus**”), save in respect of the Conditions which are extracted from the [Base Prospectus / an Offering Circular] dated [original date] [and the supplement(s) to it dated [●]]. Full information on the Issuer, the Notes and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Conditions and the Base Prospectus. A summary of the issue of the Notes is annexed to these Final Terms. The Base Prospectus is available for viewing on the website of the AMF (www.amf-france.org) and of GDF SUEZ (www.gdfsuez.com) and printed copies may be obtained from GDF SUEZ at 1, place Samuel de Champlain, 92400 Courbevoie, France.

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

1. Issuer: GDF SUEZ
2. (i) Series Number: []
[(ii) Tranche Number: []
[(iii) Date on which the Notes become fungible: [Not Applicable/ The Notes will be assimilated (*assimilées*) and form a single series with the existing [*insert description of the Series*] issued by the Issuer on [*insert date*] (the “**Existing Notes**”) as from the date of assimilation which is expected to be on or about 40 days after the Issue Date (the “**Assimilation Date**”).]
3. Specified Currency or Currencies: []
4. Aggregate Nominal Amount: []
[(i)] Series: []
[(ii) Tranche: []]
5. Issue Price: [] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*in the case of fungible issues only if applicable*)]
6. Specified Denominations: []
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: [[] per cent. Fixed Rate]
[[*specify particular reference rate*] +/- [] per cent. Floating Rate]
[Zero Coupon]
[Inflation Linked Interest]
(further particulars specified below)
10. Redemption Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100] per cent. of their nominal amount.
11. Change of Interest Basis: [Applicable/Not Applicable]
[*Specify the date when any fixed to floating rate change occurs or refer to paragraphs 14 and 15 below and identify there*]

12. Put/Call Options: [Investor Put]
[Issuer Call]
[Make-whole Redemption by the Issuer]
[Issuer Residual Call]
[Put Option in case of Change of Control]
[(further particulars specified below)]
13. (i) Status of the Notes: Unsubordinated
- (ii) [Date of [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)]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: [] per cent. per annum payable in arrear on each Interest Payment Date
- (ii) Interest Payment Date(s): [] in each year
- (iii) Fixed Coupon Amount[(s)]: [] per [] in nominal amount
- (iv) Broken Amount(s): [] payable on the Interest Payment Date falling [in/on] []
- (v) Day Count Fraction: [30/360 / Actual/Actual (ICMA) / [ISDA]]/[include any other option from the Conditions]]
- (vi) [Determination Dates: [] 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))*]
15. **Floating Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Interest Period(s): []
- (ii) Specified Interest Payment Dates: [[] in each year , subject to adjustment in accordance with the Business Day Convention set out in (iii) below]
- (iii) Business Day Convention: [Floating Rate Business Day Convention/Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]

- (iv) Business Centre(s): []
- (v) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (vi) Interest Period Date(s): [Not Applicable / *Specify dates*]
- (vii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent): []
- (viii) Screen Rate Determination:
- Reference Rate: []
- Interest Determination Date(s): []
- Relevant Screen Page: []
- (ix) ISDA Determination:
- Floating Rate Option: []
- Designated Maturity: []
- Reset Date: []
- (x) Margin(s): [+/-][] per cent. per annum
- (xi) Minimum Rate of Interest: [] per cent. per annum
- (xii) Maximum Rate of Interest: [] per cent. per annum
- (xiii) Day Count Fraction: []
16. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Amortisation Yield: [] per cent. per annum
- (ii) Day Count Fraction: []
17. **Inflation Linked Interest Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Party responsible for calculating the Rate of Interest and/or Interest Amount(s) (if not the Calculation Agent):
- (ii) Interest Period(s): []
- (iii) Interest Payment Dates: []
- (iv) Base Reference: Daily Inflation Reference Index applicable on [*specify date*] (amounting to: [])
- (v) Rate of Interest: [] per cent. per annum multiplied by the Inflation Index Ratio
- (vi) Day Count Fraction: []

PROVISIONS RELATING TO REDEMPTION

18. **Call Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): []
 - (ii) Optional Redemption Amount(s) of each Note: [] per Note [of [.....] Specified Denomination]¹
 - (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: []
 - (b) Maximum Redemption Amount: []
 - (iv) Notice period:² []
19. **Make-Whole Redemption by the Issuer** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

¹ Delete bracketed text in the case of Dematerialised Notes.

² If setting notice periods 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.

- (i) Notice period:³ []
- (ii) Reference Rate: []
- (iii) Redemption Margin: []
- (iv) Party, if any, []
responsible for calculating
the principal and/or interest
due (if not the Calculation
Agent):
20. **Residual Call Option** [Applicable/Not Applicable]
*(If not applicable, delete the remaining sub-paragraphs of
this paragraph)*
- (i) Call Option Date: []
- (ii) Notice period:⁴ []
21. **Put Option** [Applicable/Not Applicable]
*(If not applicable, delete the remaining sub-paragraphs of
this paragraph)*
- (i) Optional []
Redemption Date(s):
- (ii) Optional [] per Note [of [] Specified Denomination]⁵
Redemption Amount(s) of
each Note:
- (iii) Option Exercise []
Date:
- (iv) Notice period:⁶ []
22. **Change of Control Put Option** [Applicable/Not Applicable]
23. **Final Redemption Amount of each Note** [] per Note [of [] Specified Denomination]⁷
24. **Early Redemption**

³ If setting notice periods 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.

⁴ If setting notice periods 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.

⁵ Delete bracketed text in the case of Dematerialised Notes.

⁶ If setting notice periods 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.

⁷ Delete bracketed text in the case of Dematerialised Notes.

Amount

- (i) Early Redemption []
Amount(s) of each Note payable on redemption for taxation reasons (Condition 6(h)), for illegality (Condition 6(k)) or on event of default (Condition 9):
- (ii) Redemption for taxation reasons permitted on days others than Interest Payment Dates (Condition 6(h)): [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.*)
[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)): [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 14 (ii) and 15(iii) relates*]

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 Instalment Notes: [Not Applicable/*give details*]
- (i) Instalment Amount(s): []
- (ii) Instalment Date(s): []
- (iii) Minimum Instalment Amount: []
- (iv) Maximum Instalment Amount: []
29. Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition 1(d)] apply]
30. Purchase in accordance with Article L.213-1 A and D.213-1 A of the French *Code monétaire et financier*: [Not Applicable/Applicable]
31. Consolidation provisions: [Not Applicable/The provisions [in Condition 14(b)] apply]
32. Masse (Condition 11): [[No Masse]/[Full Masse]/[Contractual Masse] shall apply] (*Note that: (i) in respect of any Tranche of Notes issued outside France, Condition 11 (a) (No Masse) or (c) (Contractual Masse) may be elected by the Issuer, and (ii) in respect of any Tranche of Notes issued inside France, Condition 11(b) (Full Masse) shall apply.*
- [If Condition 11 (b) (Full Masse) or (c) (Contractual Masse) applies, insert below details of Representative and alternate Representative and remuneration, if any:*
- [Name and address of the Representative: []]
- Name and address of the alternate Representative: []]
- [The Representation will receive no remuneration/The Representative will receive a remuneration of []]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [*Relevant third party information*] has been extracted from (*specify source*). [The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of [name of the Issuer]:

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*specify relevant regulated market*] with effect from [].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*specify relevant regulated market*]] with effect from [].] [Not Applicable]

(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading)

2. RATINGS

Ratings:

[[The Notes to be issued [have been/are expected to be rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]]:

[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)

*(Include appropriate Credit Rating Agency Regulation (Regulation (EC) No 1060/2009 as amended) disclosure)
[Insert one (or more) of the following options, as applicable:*

[[Insert credit rating agency/ies] [is/are] established in the European Union and [has/have each] applied for registration under Regulation (EC) No 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority]

[[Insert credit rating agency/ies] [is/are] established in the European Union and registered under Regulation (EC) No 1060/2009 (as amended)]]

[[Insert credit rating agency/ies] [is/are] not established in

the European Union and [has/have each] not applied for registration under Regulation (EC) No 1060/2009 (as amended)]

3. [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 statement below):

“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.” *(Amend as appropriate if there are other interests)*

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive)]

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i) Reasons for the offer: []

(See [“Use of Proceeds”] wording in 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]

5. [Fixed Rate Notes only – YIELD]

Indication of yield: []

Calculated as *[include specific details of method of calculation in summary form]* on the Issue Date. [Need to include generic disclosure re method in base also]

[(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].

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]

6. [Floating Rate Notes only - HISTORIC INTEREST RATES

Details of historic [LIBOR/EURIBOR/EUR CMS *replicate other as specified in the Conditions*] rates can be obtained from [Reuters]]

7. [Inflation Linked Interest Notes only – PERFORMANCE OF INDEX AND OTHER INFORMATION CONCERNING THE UNDERLYING

(i) Name of underlying index: []

(ii) Information about the Index, its volatility and past and future performance can be obtained: []

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information]

8. OPERATIONAL INFORMATION

ISIN Code: []

Common Code: []

Any clearing system(s) [Not Applicable/*give name(s) and number(s)*]
other than Euroclear Bank
S.A./N.V. and Clearstream
Banking, *société anonyme*
and the relevant
identification number(s):

Delivery: Delivery [against/free of] payment

Names and addresses of []
additional Paying Agent(s)
(if any):

9. DISTRIBUTION

(i) Method of [Syndicated/Non-syndicated]
distribution:

(ii) If syndicated:

(A) Names and addresses [Not Applicable/*give names, addresses and underwriting*
of Managers and *commitments*]
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)*

(B) Date of []

[Subscription] Agreement:

(C) Stabilising Manager(s) if any: [Not Applicable/give name]

(iii) If non-syndicated, name and address of Dealer: [Not Applicable/give name and address]

(iv) Indication of the overall amount of the underwriting commission and of the placing commission: [] per cent. of the Aggregate Nominal Amount

(v) US Selling Restrictions(Categories of potential investors to which the Notes are offered): Reg. S Compliance Category 2 applies to the Notes; [TEFRA C/TEFRA D/ TEFRA not applicable]

(vi) Non-exempt Offer: [Not Applicable] [An offer of the Notes may be made by [the Managers [and the Authorised Offeror(s)]] other than pursuant to Article 3(2) of the Prospectus Directive in [specify relevant Member State(s) - which must be jurisdictions where the Prospectus and any supplements have been passported] (“Public Offer Jurisdictions”) during the period from [specify date] until [specify date] (“Offer Period”). See further Paragraph 10 of Part B below

10. TERMS AND CONDITIONS OF THE OFFER

Offer Price: [Issue Price][specify]

Conditions to which the offer is subject: [Not Applicable/give details]

Description of the application process: [Not Applicable/give details]

Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants: [Not Applicable/give details]

Details of the minimum and/or maximum amount of application: [Not Applicable/give details]

Details of the method and time limits for paying up and delivering the Notes: [Not Applicable/give details]

<i>Manner in and date on which results of the offer are to be made public:</i>	<i>[Not Applicable/give details]</i>
<i>Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:</i>	<i>[Not Applicable/give details]</i>
<i>Whether tranche(s) have been reserved for certain countries:</i>	<i>[Not Applicable/give details]</i>
<i>Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:</i>	<i>[Not Applicable/give details]</i>
<i>Amount of any expenses and taxes specifically charged to the subscriber or purchaser:</i>	<i>[Not Applicable/give details]</i>
<i>Consent of the Issuer to use the Prospectus during the Offer Period:</i>	[Not Applicable / Applicable with respect to any Authorised Offeror specified below]
<i>Authorised Offeror(s) in the various countries where the offer takes place:</i>	<i>[Not Applicable / Name(s) and address(es) of the financial intermediary(ies) appointed by the Issuer to act as Authorised Offeror(s)/</i> Any financial intermediary which satisfies the conditions set out below in item “Conditions attached to the consent of the Issuer to use the Prospectus”]
<i>Conditions attached to the consent of the Issuer to use the Prospectus:</i>	<i>[Not Applicable / Where the Issuer has given a general consent to any financial intermediary to use the Prospectus, specify any additional conditions to or any condition replacing those set out on page 4 of the Base Prospectus or indicate “See conditions set out in the Base Prospectus”. Where Authorised Offeror(s) have been designated herein, specify any condition]</i>

[ANNEX – FORM OF ISSUE SPECIFIC SUMMARY]

This summary relates to [insert description of Notes] (the “**Notes**”) described in the final terms (the “**Final Terms**”) to which this summary is annexed. This summary contains that information from the summary set out in the base prospectus dated 12 September 2012 which has received visa no. 12-441 from the *Autorité des marchés financiers* (the “**AMF**”) on 12 September 2012 [as supplemented by the Supplement(s) dated [●] which has received visa no. [●] from the AMF on [●]] (the “**Base Prospectus**”) which is relevant to the Notes together with the relevant information from the Final Terms. This summary must be read as an introduction to the Base Prospectus and is provided as an aid to investors when considering whether to invest in the Notes, but is not a substitute for the Base Prospectus. Any decision to invest in the Notes should be based on a consideration of the Base Prospectus as a whole, including any documents incorporated by reference[, the supplement(s) dated [●] which has received visa no. [●] from the AMF on [●]] and the Final Terms. Following the implementation of the relevant provisions of the Prospectus Directive (2003/71/EC, as amended) in each Member State of the European Economic Area, 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 the Base Prospectus and the Final Terms or it does not provide, when read together with the other parts of the Base Prospectus and the Final Terms, key information (as defined in Article 2.1(s) of the Prospectus Directive) in order to aid investors when considering whether to invest in the Notes. Where a claim relating to information contained in the Base Prospectus and the Final Terms is brought before a court, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus before the legal proceedings are initiated.

Summaries are made up of disclosure requirements known as ‘Elements’ which communication is required by Annex XXII of the Commission Delegated Regulation (EU) n°486/2012 of 30 March 2012. These elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.


Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of ‘not applicable’.

Section A - Introduction and warnings	
A.1	This summary is provided for purposes of the issue by GDF SUEZ of Notes of a denomination less than €100,000. This summary must be read as an introduction to this Base Prospectus. Any decision to invest in the Notes should be based on a consideration by any investor of the Base Prospectus as a whole, including any documents incorporated by reference and any supplement from time to time. Where a claim relating to information contained in this Base Prospectus is brought before a court, the plaintiff may, under the national legislation of the Member State of the European Economic Area where the claim is brought, be required to bear the costs of translating this Base Prospectus before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary, including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus or it does not provide, when read together with the other parts of this Base Prospectus, key information in order to aid investors when considering whether to invest in the Notes.
A.2	<p>[Not applicable]</p> <p>[In the context of the offer of the Notes in [●] (“Public Offer Jurisdiction[s]”) which is not made within an exemption from the requirement to publish a prospectus under the Prospectus Directive, as amended (the “Public Offer”), the Issuer consents to the use of the Prospectus in connection with such Public Offer of any Notes during the period from [●] until [●] (the “Offer Period”) and in the Public Offer Jurisdiction[s] by [●] / [any financial intermediary] (the “Authorised Offeror[s]”). [The Authorised Offeror[s] must satisfy the following conditions:</p>

	<p>[•]]</p> <p>For the avoidance of doubt, none of the Dealers or the Issuer shall have any obligation to ensure that an Authorised Offeror complies with applicable laws and regulations and shall therefore have no liability in this respect.</p> <p>The Issuer accepts responsibility, in the Public Offer Jurisdiction[s], for the content of the Prospectus in relation to any person (an “Investor”) in such Public Offer Jurisdiction[s] to whom an offer of any Notes is made by any Authorised Offeror and where the offer is made during the period for which that consent is given. However, neither the Issuer nor any Dealer has any responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.</p> <p>An Investor intending to acquire or acquiring any Notes from an Authorised Offeror will do so, and offers and sales of the Notes to an Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price allocations and settlement arrangements (the “Terms and Conditions of the Public Offer”). The Issuer will not be a party to any such arrangements with Investors (other than Dealers) in connection with the offer or sale of the Notes and, accordingly, the Base Prospectus and any Final Terms will not contain such information. The Terms and Conditions of the Public Offer shall be provided to Investors by that Authorised Offeror at the time of the Public Offer. Neither the Issuer nor any of the Dealers or other Authorised Offerors has any responsibility or liability for such information.]</p>
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Section B – Issuer		
B.1	The legal and commercial name of the Issuer	GDF SUEZ (“ GDF SUEZ ” or the “ Issuer ” and, with all its fully consolidated subsidiaries, the “ Group ”)
B.2	The domicile and legal form of the Issuer, the legislation under which the Issuer operates and its country of incorporation	[GDF SUEZ is incorporated in France and under the laws of France as a <i>société anonyme</i> (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 bylaws. GDF SUEZ is subject in particular to law 46-628 of 8 April 1946 governing the nationalization of electricity and gas, law 2003-8 of 3 January 2003 governing gas and electricity markets and energy public service, law 2004-803 of 9 August 2004 governing electricity and gas public service and electricity and gas companies, and law 2006-1537 of 7 December 2006 governing the energy sector. GDF SUEZ is registered at the <i>Registre du commerce et des sociétés de Nanterre</i> under reference number 542 107 651. At 1st August 2012, the share capital of GDF SUEZ stood at €2,321,773,449 divided into 2,321,773,449 fully paid-up shares with a par value of €1 each. Its registered and principal office is located at 1, place Samuel de Champlain, 92400 Courbevoie, France.]
B.4b	A description of any known trends affecting the Issuer and the industries in which it operates	<p>[GDF SUEZ is one of the world’s leading industrial companies and a benchmark in the fields of gas, electricity, energy services and the environment. It is active throughout the entire energy value chain, in electricity and natural gas, upstream and downstream.</p> <p>GDF SUEZ operates a well-balanced business model:</p> <ul style="list-style-type: none"> • through its presence in complementary business activities across the value chain (balanced breakdown of revenues between gas, electricity and energy services); • through its presence in regions exposed to different business and economic cycles, with a strong presence in emerging markets with their greater prospects for growth, its presence has

		<p>been strengthen in 2011 with the integration of International Power;</p> <ul style="list-style-type: none"> • through its presence allocated between activities that are exposed to market uncertainties and others that offer recurring revenue (infrastructure, PPA-type contracts, regulated activities in water, etc.); • through a balanced energy mix with priority given to low- and zero-carbon energy sources. <p>This business model responds to the demands of the economic environment in which the Group operates. This environment is characterized by the confirmation of underlying trends including stronger competition in Europe, the convergence of the markets for gas, electricity and energy services, and the challenges of sustainable development.</p> <p>It is also marked by recent developments which require an adaption in the traditional model of the geocentric European utility, anticipated by GDF SUEZ:</p> <ul style="list-style-type: none"> • a cyclical downturn in prices in mature country energy markets following the economic crisis; • a growth gap between mature and emerging markets which has widened with the economic crisis; • adoption of the climate package in the European Union (the “3 x 20” targets); • growing uncertainties weighing on the energy markets, heightened by the political events in Arab countries, the Fukushima nuclear accident, and regulatory fog. <p>GDF SUEZ has thus based its growth strategy on:</p> <ul style="list-style-type: none"> • accelerating development in emerging markets in power generation and in the field of LNG and exploration- production; • integrating, refocusing and streamlining its activities in Europe; • strengthening activities that generate recurring revenue.]
B.5	Description of the Issuer’s Group and the Issuer’s position within the Group	<p>[GDF SUEZ (formerly referred to as “Gaz de France”) is the ultimate holding company of the Group and 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.]</p>
B.9	Profit forecast or estimate	<p>[The 1st half 2012 results allow confirming the 2012 financial objectives, assuming average weather conditions and a stable regulatory environment:</p> <ul style="list-style-type: none"> • Recurring net income Group share between €3.7 and €4.2 billion; • Ordinary dividend stable or higher than in 2011; • Net debt/EBITDA ratio ~2.5x and an “A” credit rating. <p>Gross Capex for 2012 is now estimated to range between €10 and €11 billion.</p> <p>In addition, the Efficio 2 performance plan target of €0.6 billion is confirmed, with €0.3 billion achieved at 30 June and included in the 2012 indicative EBITDA of some €17 billion.</p> <p>For the second half, in an economic environment that promises to be difficult, the Group will pursue its action plan aimed at optimizing costs and Group performance, while maintaining its dynamic social policy in order to leverage the know-how of its employees.]</p>
B.10	Qualifications in the auditors’ report	<p>[The statutory auditors’ reports on the consolidated financial statements for the years ended 31 December 2010 and 31 December 2011 and for the half year ended 30 June 2012 do not contain qualifications. However, the statutory auditors’ report on the consolidated financial statements for the year ended 31 December 2010 set out in Section 11.3 of the 2010 GDF SUEZ Reference Document contains an observation. The statutory auditors draw attention to notes 1.1.1 and 1.1.2 to the consolidated financial statements for the year ended 31 December</p>

		2010 which describe the changes in accounting methods resulting from the application of new standards and interpretations as from 1 January, 2010, in particular the revised standards IFRS 3 “Business combinations” and IAS 27 “Consolidated and separate financial statements”, which main changes are presented in the note 1.4. to the consolidated financial statements for the year ended 31 December 2010.]																																																												
B.12	Selected financial information	<p>[There has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2011.</p> <p>There has been no significant change in the financial or trading position of the Issuer and the Group since 30 June 2012.]</p> <ul style="list-style-type: none"> [The following tables show the Group’s key figures related to the income statement and balance sheet (consolidated figures) as at 31 December 2011 and 2010. <div style="text-align: right; margin-bottom: 10px;">  </div> <div style="display: flex; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: 0.8em; margin-right: 10px;">FINANCIAL APPENDICES</div> <div style="flex-grow: 1;"> <h3 style="margin: 0;">Summary income statement</h3> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; font-weight: normal;">In €m</th><th style="text-align: right; font-weight: normal;">2010</th><th style="text-align: right; font-weight: normal;">2011</th></tr> </thead> <tbody> <tr> <td>Revenues</td><td style="text-align: right;">84,478</td><td style="text-align: right;">90,673</td></tr> <tr> <td>Purchases</td><td style="text-align: right;">(44,673)</td><td style="text-align: right;">(46,695)</td></tr> <tr> <td>Personnel costs</td><td style="text-align: right;">(11,755)</td><td style="text-align: right;">(12,775)</td></tr> <tr> <td>Amortization depreciation and provisions</td><td style="text-align: right;">(5,899)</td><td style="text-align: right;">(7,115)</td></tr> <tr> <td>Other operating incomes and expenses</td><td style="text-align: right;">(13,356)</td><td style="text-align: right;">(15,110)</td></tr> <tr> <td>Current operating income</td><td style="text-align: right;">8,795</td><td style="text-align: right;">8,978</td></tr> <tr> <td>MtM, impairment, restructuring, disposals and others</td><td style="text-align: right;">702</td><td style="text-align: right;">706</td></tr> <tr> <td>Income from operating activities</td><td style="text-align: right;">9,497</td><td style="text-align: right;">9,684</td></tr> <tr> <td>Financial result (expense)</td><td style="text-align: right;">(2,222)</td><td style="text-align: right;">(2,606)</td></tr> <tr> <td> o/w cost of net debt⁽¹⁾</td><td style="text-align: right;">(1,566)⁽²⁾</td><td style="text-align: right;">(1,945)</td></tr> <tr> <td> o/w discounting expense related to long term provisions</td><td style="text-align: right;">(588)</td><td style="text-align: right;">(597)</td></tr> <tr> <td> o/w dividends and others</td><td style="text-align: right;">(67)⁽²⁾</td><td style="text-align: right;">(64)</td></tr> <tr> <td>Income tax</td><td style="text-align: right;">(1,913)</td><td style="text-align: right;">(2,119)</td></tr> <tr> <td> o/w current income tax</td><td style="text-align: right;">(2,164)</td><td style="text-align: right;">(1,647)</td></tr> <tr> <td> o/w deferred income tax</td><td style="text-align: right;">251</td><td style="text-align: right;">(473)</td></tr> <tr> <td>Share in net income of associates</td><td style="text-align: right;">264</td><td style="text-align: right;">462</td></tr> <tr> <td>Non controlling interests</td><td style="text-align: right;">(1,010)</td><td style="text-align: right;">(1,418)</td></tr> <tr> <td>Net income group share</td><td style="text-align: right;">4,616</td><td style="text-align: right;">4,003</td></tr> <tr> <td>EBITDA</td><td style="text-align: right;">15,086</td><td style="text-align: right;">16,525</td></tr> </tbody> </table> </div> </div> <p>(1) Based on new debt net definition. (2) Reclassification following new net debt definition</p>	In €m	2010	2011	Revenues	84,478	90,673	Purchases	(44,673)	(46,695)	Personnel costs	(11,755)	(12,775)	Amortization depreciation and provisions	(5,899)	(7,115)	Other operating incomes and expenses	(13,356)	(15,110)	Current operating income	8,795	8,978	MtM, impairment, restructuring, disposals and others	702	706	Income from operating activities	9,497	9,684	Financial result (expense)	(2,222)	(2,606)	o/w cost of net debt ⁽¹⁾	(1,566) ⁽²⁾	(1,945)	o/w discounting expense related to long term provisions	(588)	(597)	o/w dividends and others	(67) ⁽²⁾	(64)	Income tax	(1,913)	(2,119)	o/w current income tax	(2,164)	(1,647)	o/w deferred income tax	251	(473)	Share in net income of associates	264	462	Non controlling interests	(1,010)	(1,418)	Net income group share	4,616	4,003	EBITDA	15,086	16,525
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Summary balance sheet

GDF SUEZ

FINANCIAL APPENDICES

In €bn

ASSETS	12/31/10 ⁽¹⁾	12/31/11	LIABILITIES	12/31/10 ⁽¹⁾	12/31/11
NON CURRENT ASSETS	133.3	149.9	Equity, group share	62.1	62.9
			Non controlling interests	8.5	17.3
CURRENT ASSETS	51.1	63.5	TOTAL EQUITY	70.6	80.3
o/w financial assets valued at fair value through profit/loss	1.7	2.9	Provisions	14.5	16.2
o/w cash & equivalents	11.3	14.7	Financial debt	47.2	56.6
			Other liabilities	52.1	60.3
TOTAL ASSETS	184.4	213.4	TOTAL LIABILITIES	184.4	213.4

2011 Net Debt = Financial debt of €56.6bn – Cash & equivalents of €14.7bn – Financial assets valued at fair value through profit/loss of €2.9bn – Cash collaterals on financial debt of €0.3bn (incl. in non-current assets) – Derivative instruments hedging items included in the debt of €1.1bn

(1) Restatements related to a correction in the computation of “gas in the meter” receivables accounted for in the Energy France business line. See note 1.2 of 2011 consolidated financial statements for full details

- The following tables show the Group’s key figures related to the income statement and balance sheet (consolidated figures) as at 30 June 2012.

Summary income statement

GDF SUEZ

In €m	H1 2011	H1 2012
Revenues	45,678	50,535
Purchases	-23,534	-27,546
Personnel costs	-6,395	-6,625
Amortization depreciation and provisions	-3,425	-3,589
Other operating incomes and expenses	-7,093	-7,340
Current operating income	5,231	5,436
MtM, impairment, restructuring, disposals and others	433	133
Income from operating activities	5,664	5,569
Financial result (expense)	-1,075	-1,528
of which cost of net debt ⁽¹⁾	-903	-979
of which debt restructuring and change in fair value of derivatives not included in net debt	62	-296
of which others	-233	-253
Income tax	-1,371	-1,208
of which current income tax	-958	-1,461
of which deferred income tax	-413	252
Share in net income of associates	300	261
Minority interests	-781	-763
Net income group share	2,738	2,331
EBITDA	8,865	9,236

(1) Reclassification following net debt definition of full year 2011

Summary balance sheet

GDF SUEZ

In €bn

ASSETS	12/31/11	6/30/12	LIABILITIES	12/31/11	6/30/12
NON CURRENT ASSETS	149.9	149.7	Equity, group share	62.9	62.2
			Minority interests	17.3	11.4
CURRENT ASSETS	63.5	64.4	TOTAL EQUITY	80.3	73.7
of which financial assets valued at fair value through profit/loss	2.9	1.0	Provisions	16.2	16.5
of which cash & equivalents	14.7	18.3	Financial debt	56.6	65.8
			Other liabilities	60.3	58.1
TOTAL ASSETS	213.4	214.1	TOTAL LIABILITIES	213.4	214.1

H1 2012 Net Debt = Financial debt of 65.8bn – Cash & equivalents of €18.3bn - Financial assets valued at fair value through profit/loss of €1.0bn - Cash collaterals on financial debt of €0.3bn (incl. in non-current assets) - Derivative instruments hedging items included in the debt of €1.0bn]

B.13	Recent material events particular to the Issuer's solvency	[Doel 3 nuclear power station was shut down for its 10-yearly overhaul on 2 June and the shutdown was extended on 7 August 2012. In addition to annual maintenance, the safety report also provides for a full check-up of all facilities. The scope of this work, entailing the performance of no fewer than 10,000 maintenance tasks and other checks, necessitated the plant's extraordinary shutdown.]
B.14	Extent to which the Issuer is dependent upon other entities within the Group	[GDF SUEZ (formerly referred to as Gaz de France) is the ultimate holding company of the Group. However, GDF SUEZ operates its own business; it does not act as a simple holding company vis-à-vis its subsidiaries. At the end of 2011, the number of GDF SUEZ's direct or indirect subsidiaries (controlling interest) was approximately 2,400.]
B.15	Principal activities of the Issuer	<p>[The Group is active throughout the entire energy value chain, in electricity and natural gas, upstream to downstream in:</p> <ul style="list-style-type: none"> • purchasing, production and marketing of natural gas and electricity; • transmission, storage, distribution, management and development of major natural gas infrastructures; and • energy services and services related to environmental management (water, waste). <p>The Group is organised into 6 business lines (five energy business lines and one environment business line):</p> <ul style="list-style-type: none"> • the Energy Europe business line; • the Energy International business line; • the Global Gas & LNG business line; • the Infrastructures business line;

		<ul style="list-style-type: none"> the Energy Services business line; and the Environment business line.]
B.16	Extent to which the Issuer is directly or indirectly owned or controlled	<p>[GDF SUEZ is a publicly traded company and its shares are listed and admitted to trading on Euronext Paris.</p> <p>To the Issuer's knowledge, as of 31 December 2011, only the French State and Groupe Bruxelles Lambert, acting alone or in concert, hold share capital or voting rights in GDF SUEZ that exceeds one of the statutory thresholds.</p> <p>The Issuer has no knowledge of any shareholders owning 5 per cent. or more of GDF SUEZ's share capital that have notified it of crossing statutory disclosure thresholds.</p> <p>Under the terms of law No. 2004-803 of 9 August 2004 as amended by law No. 2006-1537 of 7 December 2006, the State must at all times hold more than one-third of the Issuer's capital. Pursuant to Article 24.1 of law No. 2004-803 of 9 August 2004 and decree No. 2007-1790 of 20 December 2007, the share capital of GDF SUEZ includes a golden share resulting from the conversion of one ordinary share which is held by the French State, and is aimed at protecting France's critical interests in the energy sector and ensuring the continuity and safeguarding of energy supplies. The golden share is granted to the French State indefinitely and entitles it to veto decisions made by GDF SUEZ, or its French subsidiaries, which directly or indirectly seek to sell in any form whatsoever, transfer operations, assign as collateral or guarantee or change the intended use of certain assets covered by the decree, if it considers they could harm French energy interests as regards the continuity and safeguarding of supplies.]</p>
B.17	Credit ratings assigned to the Issuer or its debt securities	<p>[The Programme (as defined below) has been rated A by Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. ("S&P") and the senior unsecured notes and short term notes of the Issuer under this Programme have been assigned a rating of A1 and Prime-1 with negative outlook respectively by Moody's Investors Service Ltd ("Moody's"). GDF SUEZ is currently rated A1/P-1 with negative outlook by Moody's and A/A-1 with stable outlook by S&P. [The Notes to be issued have been rated [●] by [●] [and [●] by [●]].]</p> <p>Each of S&P and Moody's is established in the European Union and is registered under Regulation (EC) No 1060/2009, as amended (the "CRA Regulation"). Each of S&P and Moody's is included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation. 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.]</p>
B.18	Nature and scope of the Guarantee	<p>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. In such case, GDF SUEZ would unconditionally and irrevocably guarantee the payment of principal and interest on the Notes pursuant to an autonomous obligation (<i>garantie autonome</i>) of GDF SUEZ (the "Guarantee").</p> <p>The Guarantee will constitute an unconditional, unsubordinated and (subject to the provisions of Condition 4 of the Terms and Conditions of the Notes which is summarised in the paragraph "Negative pledge" below (see C.8)) unsecured obligation of the Guarantor 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.</p> <p>In relation to any payment made by the Guarantor under the Guarantee, if such Guarantor is 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 law, it shall pay, to the extent not prohibited by French law, such additional amounts as may be necessary in order</p>

		<p>that the Noteholders receive, after such deduction, the amount provided in such Notes due and payable.</p> <p>References in this Summary to “Guarantor” shall mean GDF SUEZ, in its capacity as guarantor of Notes if there is a substitution of the Issuer.</p>
B.19	Information about the Guarantor	In the event of a substitution of Issuer, GDF SUEZ would act as Guarantor. The information about the Guarantor is set out in this Section B.

Section C - Securities		
C.1	Type and class of the Notes	<p>The Notes will be issued on a [syndicated / non-syndicated] basis.</p> <p>Notes are issued in [dematerialised form (“Dematerialised Notes”) / in materialised form (“Materialised Notes”)].</p> <p>[Dematerialised Notes will not be exchangeable for Materialised Notes], [Materialised Notes will not be exchangeable for Dematerialised Notes.]</p> <p><i>[If the Notes are Dematerialised Notes :</i> Dematerialised Notes are [in bearer (<i>au porteur</i>) dematerialised form / in registered (<i>au nominatif</i>) dematerialised form]. [The Noteholders (as defined below) 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]. [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.] The Notes have been accepted for clearance through Euroclear France as central depository in relation to Dematerialised Notes. Transfers between Euroclear France account holders (“Euroclear France Account Holders”), shall be effected directly or via their respective depositories in accordance with applicable rules and operating procedures established for this purpose by Euroclear France.]</p> <p><i>[If the Notes are Materialised Notes :</i> Materialised Notes will be in bearer form (“Materialised Bearer Notes”) only. A temporary global certificate in bearer form without interest coupons attached (a “Temporary Global Certificate”) will be issued initially in respect of the Materialised Bearer Notes. The Notes have been accepted for clearance through Clearstream Banking, <i>société anonyme</i> (“Clearstream, Luxembourg”) [,]/[and] Euroclear Bank S.A./N.V. (“Euroclear”) [and [●]]. Transfers between Euroclear and Clearstream, Luxembourg participants, 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,]</p>
C.2	Currencies	Notes will be issued in [●].
C.5	A description of any restrictions on the free transferability of the Notes	Not Applicable. There is no restriction on the free transferability of the Notes.
C.8	Description of rights attached to the Notes	<ul style="list-style-type: none"> • <u>Issue price</u> <p>The issue price of the Notes is [●].</p> <ul style="list-style-type: none"> • <u>Specified denomination</u> <p>The denomination of the Notes is [●].</p>

		<ul style="list-style-type: none"> • <u>Status of the Notes</u> The Notes will constitute unconditional, unsubordinated and (subject to the provisions of Condition 4 of the Terms and Conditions of the Notes which is summarised in the paragraph “Negative pledge” below) unsecured obligations of the 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 Issuer. • <u>Negative pledge</u> So long as any of the Notes or, if applicable, any receipts or coupons relating to them, remains outstanding, the Issuer [or, as the case may be, the Guarantor,] will not grant any mortgage (<i>hypothèque</i>), pledge or other form of security interest (<i>sûreté réelle</i>) 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 [or, in the case of the Guarantor, for the benefit of other holders of negotiable bonds, notes or debt securities it guarantees, and in each case] 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 Issuer [or, as the case may be, the Guarantor,] from securing any present or future indebtedness for the benefit of holders of other negotiable bonds, notes or debt instruments [or, in the case of the Guarantor, for the benefit of other holders of negotiable bonds, notes or debt securities it guarantees, and in each case] 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. • <u>Cross acceleration</u> The Notes may become due and payable at their principal amount together with any accrued interest thereon if the 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 150,000,000 (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. • <u>Withholding tax</u> All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. If such a withholding or deduction is required, the Issuer will have to gross-up its payments to the fullest extent then permitted by law and subject to certain exceptions. • <u>Governing law</u> The Notes and all non-contractual obligations arising out of or in connection with them, are governed by French law.
C.9	Interest,	<ul style="list-style-type: none"> • <u>Fixed Rate Notes</u>

<p>maturity and redemption provisions, yield and representation of the Noteholders</p>	<p>[Fixed interest of [●] will be payable in arrear on [[●] / [●] in each year] / Not applicable.]</p> <ul style="list-style-type: none"> • <u>Floating Rate Notes</u> [The Floating Rate Notes will bear interest at a rate of [●] +/- [●] per cent. payable [●] in each year (subject to the business day convention specified in the Final Terms) / Not applicable.] • <u>Zero Coupon Notes</u> [Zero Coupon Notes are issued [at their nominal amount / at [●]] and will not bear interest / Not applicable.] • <u>Inflation Linked Interest Notes</u> [The Notes are Inflation Linked Interest Notes. The interest in respect of such Notes will be calculated by reference to an inflation index ratio derived from the consumer price index (excluding tobacco) for all households in metropolitan France, as calculated and published monthly by the <i>Institut National de la Statistique et des Etudes Economiques</i> (“INSEE”) (the “Inflation Index Ratio”) / Not applicable.] • <u>Interest periods and rates of interest</u> The length of the interest periods for the Notes is [●] and the applicable interest rate is specified above. [If applicable: The minimum interest rate is [●]. /The maximum interest rate is [●]. The interest accrual period is [●]. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period.] • <u>Maturities</u> The maturity date of the Notes is [●]. • <u>Redemption</u> [Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the maturity date specified above at [●] of their nominal amount.] • <u>Make-whole Redemption at the option of the Issuer</u> [The Issuer may redeem the Notes, in whole or in part, at any time or from time to time (but no later than the Call Option Date (as defined in paragraph “Residual Call Option” below) if applicable), prior to their maturity date (as specified above) at their Optional Redemption Amount (as defined below). Such Optional Redemption Amount will be the greater of (x) 100 per cent. of the nominal amount of the Notes so redeemed and, (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Notes (not including any interest accrued on the Notes to, but excluding, the Optional Redemption Date) discounted to the Optional Redemption Date ([●]), on an annual basis at the Reference Rate ([●]) plus a Redemption Margin ([●]), plus in each case (x) or (y) above, any interest accrued on the Notes to, but excluding, the Optional Redemption Date (the “Optional Redemption Amount”) / Not applicable.] • <u>Residual Call Option</u> [The Issuer may, at any time or from time to time, as from the Call Option Date ([●]) which shall be no earlier than 90 days before the maturity date until the maturity date, redeem the Notes, in whole or in part, at par together with interest accrued to, but excluding, the date fixed for redemption / Not applicable.] • <u>Optional redemption</u> [The Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) [[and/or] the holders of the Notes (the “Noteholders”)] [Please specify the terms applicable to such redemption] / Not applicable.]
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		<ul style="list-style-type: none"> • <u>Redemption by instalments</u> [The Notes are redeemable in [●] instalments of [●] on [●], [●], [●]. / Not applicable.] • <u>Early redemption</u> [Except as provided in [“Make-whole Redemption at the option of the Issuer”/ “Residual Call Option” / “Optional Redemption”] above,] Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. • <u>Yield</u> The yield of the Notes is [●]. • <u>Representation of the Noteholders</u> In respect of the representation of the Noteholders, [(a) <i>If the Final Terms specifies “No Masse”</i>: the Noteholders will not, in respect of all Tranches in any Series, be grouped for the defence of their common interests in a masse (the “Masse”) and the provisions of the French <i>Code de commerce</i> relating to the <i>Masse</i> shall not apply;] / [(b) <i>If the relevant Final Terms specifies “Full Masse”</i>: the Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a masse (the “Masse”) and the provisions of the French <i>Code de commerce</i> relating to the <i>Masse</i> shall apply] / [(c) <i>If the relevant Final Terms specifies “Contractual Masse”</i>: Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a masse (the “Masse”). The Masse will be governed by the provisions of the French <i>Code de commerce</i> 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.] [If paragraph (b) or (c) above is applicable: The Masse will act in part through a representative (the “Representative”) and in part through general meetings of the Noteholders. The names and addresses of the initial Representative and its alternate are [●]. 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.]
C.10	Derivative component in interest payments	[Inflation Linked Interest Notes are linked to the consumer price index (excluding tobacco) for all households in metropolitan France, as calculated and published monthly by the INSEE. / Not applicable]
C.11	Listing and admission to trading	[Notes will be listed and admitted to trading on [●] / Not applicable.]
C.15	Description of how the value of investment is affected by the value of the underlying instrument	[Inflation Linked Interest Notes are debt securities which do not provide for predetermined interest payments. Interest amounts will be dependent upon the performance of the consumer price index (excluding tobacco) for all households in metropolitan France, as calculated and published monthly by the INSEE. The amount of interest payable by the Issuer may vary and Noteholders may receive no interest. However, the nominal amount of Inflation Linked Interest Notes repaid at maturity is not indexed. / Not applicable]
C.16	Derivative Notes - Maturity	[The maturity of the Notes is [●] / Not applicable]

C.17	Derivative Notes – Settlement procedure	[Inflation Linked Interest Notes issued as Dematerialised Notes have been accepted for clearance through Euroclear France as central depository / Inflation Linked Interest Notes issued as Materialised Bearer Notes will be represented initially upon issue by Temporary Global Certificates and have been accepted for clearance through Clearstream, Luxembourg / Euroclear/ [●] / Not applicable]
C.18	Return on Derivative Notes	[Payments of interest in respect of any Inflation Linked Interest Notes shall be determined by multiplying the outstanding nominal amount of such Note by the product of the rate <i>per annum</i> and the relevant Inflation Index Ratio / Not applicable.]
C.19	Derivative Notes – Exercise price/ Final reference price	Not Applicable.
C.20	Derivative Notes – Description of Underlying	[Inflation Linked Interest Notes are Notes where only the coupons are indexed. In addition to the real yield fixed when the issue is launched applied to a non-indexed principal, the coupon pays the annual change in inflation, applied in percentage of the issue's nominal amount. However, the nominal amount of the Inflation Linked Interest Notes repaid at maturity is not indexed. Inflation Linked Interest Notes are linked to the consumer price index (excluding tobacco) for all households in metropolitan France, as calculated and published monthly by the INSEE: the CPI. The CPI is the official instrument for measuring inflation. It allows an estimation between two given periods of the average change in prices of goods and services consumed by households on French territory. It is a summary gauge of movements in prices of products on a constant-quality basis / Not applicable]

Section D –Risks Factors		
D.2	Key information on the key risks that are specific to the Issuer or its industry	<p>Prospective investors should consider, among other things, the risk factors relating to GDF SUEZ, its operations and its industry and which are inherent in investing in the Notes. These risk factors include the following categories of risks:</p> <ul style="list-style-type: none"> • [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.] <p>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.</p>
D.3	Key information on the key risks that are specific to the Notes	<p>There are certain factors that may affect GDF SUEZ's ability to fulfil its obligations under the Notes, including:</p> <ul style="list-style-type: none"> • General risks relating to the Notes (<i>e.g.</i> independent review and advice, potential conflicts of interest, legality of purchase, taxation, liquidity risks, exchange rate risks) such as: <ul style="list-style-type: none"> - 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, is a fit, proper and suitable investment for it, notwithstanding the clear

		<p>and substantial risks inherent in investing in or holding the Notes;</p> <ul style="list-style-type: none"> - 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 Issuer, and/or that of the Group and a number of additional factors; - 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. <ul style="list-style-type: none"> • [Risks relating to the structure of a particular issue of Notes (<i>e.g.</i> optional redemption, Fixed Rate Notes, Floating Rate Notes, Inflation Linked Interest Notes): <ul style="list-style-type: none"> - [any optional redemption feature where the Issuer is given the right to redeem the Notes early might negatively affect the market value of such Notes. During any period when the 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;] - [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 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. There will be a periodic adjustment (as specified in the Final Terms) of the reference rate (<i>e.g.</i>, every three months or six months). Accordingly, the market value of floating rate Notes may be volatile if changes to the reference rate can only be reflected in the interest rate of these Notes upon the next periodic adjustment of the relevant reference rate.]]
D.6	Key information on factors which are material for the purpose of assessing the risks associated with Inflation Linked Interest Notes	<p>[Potential investors in Inflation Linked Interest Notes should be aware that such Notes are debt securities which do not provide for predetermined interest payments. Interest amounts will be dependent upon the performance of the consumer price index (excluding tobacco) for all households in metropolitan France, as calculated and published monthly by the INSEE. The amount of interest payable by the Issuer may vary and Noteholders may receive no interest. However, the nominal amount of the Notes repaid at maturity is not indexed. / Not applicable]</p>

Section E - Offer		
E.2b	Reason for the offer and use of proceeds	[The net proceeds of the issue of Notes will be used by the Issuer for its general corporate purposes / <i>Other (specify).</i>]
E.3	Terms and conditions of the offer	<p><i>Specify the specific terms and conditions of the offer applicable to the Notes.</i></p> <p>[Other than as set out in section A.2 above, neither the Issuer nor any of the Dealers has authorised the making of any Public Offer by any person in any circumstances and such person is not permitted to use the Base Prospectus in connection with its offer of any Notes. Any such offers are not made on behalf of the Issuer or by any of the Dealers or Authorised Offerors and none of the Issuer or any of the Dealers or Authorised Offerors has any responsibility or liability]</p>

		for the actions of any person making such offers.]
E.4	Interests of natural and legal persons involved in the issue of the Notes	<i>Specify any interests of natural and legal persons involved in the issue of the Notes</i>
E.7	Estimated expenses charged to investor by the Issuer or the offeror	The estimated expenses applicable to the Notes are [●].

[ANNEXE – RÉSUMÉ DE L'ÉMISSION]

Ce résumé concerne [description des Titres émis] (les « **Titres** ») décrits dans les conditions définitives (les « **Conditions Définitives** ») auxquelles ce résumé est annexé. Ce résumé comprend l'information contenue dans le résumé du prospectus de base en date du [●] septembre 2012 qui a reçu le visa n°12-441 de l'Autorité des marchés financiers (l'« **AMF** ») le [●] septembre 2012 [tel que complété par le(s) supplément(s) en date du [●] qui a reçu le visa n° [●] de l'AMF le [●]] (le « **Prospectus de Base** ») relatif aux Titres ainsi que l'information pertinente des Conditions Définitives. Ce résumé doit être lu comme une introduction au Prospectus de Base et est fourni comme une aide aux investisseurs envisageant d'investir dans les Titres, mais ne se substitue pas au Prospectus de Base. Toute décision d'investir dans les Titres devrait être prise au regard du Prospectus de Base dans son ensemble, ce inclus tous documents incorporés par référence [, le(s) supplément(s) en date du [●] qui a reçu le visa n° [●] de l'AMF le [●]] et les Conditions Définitives. A la suite de la transposition des dispositions applicables de la Directive Prospectus (2003/71/CE, telle que modifiée) dans chacun des Etats Membres de l'Espace Economique Européen, la responsabilité civile de GDF SUEZ peut être engagée, mais uniquement si le contenu du résumé est trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base, ou s'il ne fournit pas, lu en combinaison avec les autres parties du Prospectus de Base et les Conditions Définitives, les informations clés (telles que définies à l'Article 2.1(s) de la Directive Prospectus) permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans les Titres. Lorsqu'une action en responsabilité concernant l'information contenue dans le Prospectus de Base et les Conditions Définitives est intentée devant un tribunal, le plaignant peut, selon la législation nationale de l'Etat Membre dans lequel l'action est intentée, avoir à supporter les frais de traduction du Prospectus de Base avant le début de la procédure judiciaire.

Les résumés contiennent des exigences de publicité appelées « **Éléments** » dont la communication est requise par l'Annexe XXII du Règlement délégué (UE) n°486/2012 du 30 mars 2012. Ces éléments sont numérotés dans les sections A à E (A.1 –E.7).

Ce résumé contient tous les éléments devant être inclus dans un résumé pour ce type de valeurs mobilières et d'Émetteur. La numérotation des Éléments peut ne pas se suivre en raison du fait que certains Éléments n'ont pas à être inclus.


Bien qu'un Éléments doive être inclus dans le résumé du fait du type de valeur mobilière et d'Émetteur concerné, il se peut qu'aucune information pertinente ne puisse être donnée sur cet Éléments. Dans ce cas, une brève description de l'Éléments est incluse dans le résumé suivie de la mention « Sans objet ».

Section A - Introduction et avertissements	
A.1	Ce résumé est fourni dans le cadre d'une émission par GDF SUEZ de Titres ayant une valeur nominale unitaire inférieure à 100 000 euros. Ce résumé doit être lu comme une introduction au présent Prospectus de Base. Toute décision d'investir dans les Titres doit être fondée sur un examen exhaustif du Prospectus de Base par les investisseurs, y compris les documents qui y sont incorporés par référence et tout supplément qui pourrait être publié à l'avenir. Lorsqu'une action concernant l'information contenue dans le présent Prospectus de Base est intentée devant un tribunal, le plaignant peut, selon la législation nationale de l'Etat Membre de l'Espace Economique Européen, avoir à supporter les frais de traduction de ce Prospectus de Base avant le début de la procédure judiciaire. Seule peut être engagée la responsabilité civile des personnes qui ont présenté le résumé ou la traduction de ce dernier, mais seulement si le contenu du résumé est trompeur, inexact ou contradictoire par rapport aux autres parties du Prospectus de Base ou s'il ne fournit pas, lu en combinaison avec les autres parties du Prospectus de Base, les informations clés permettant d'aider les investisseurs lorsqu'ils envisagent d'investir dans les Titres.
A.2	[Sans objet] [Dans le cadre de l'offre des Titres réalisée en [●] (le[s] « Pays de l'Offre Publique »), cette offre ne bénéficiant pas de l'exemption à l'obligation de publication d'un prospectus en vertu de la Directive Prospectus, telle que modifiée, (l'« Offre Publique »), l'Émetteur consent à l'utilisation du Prospectus dans le cadre de l'Offre

	<p>Publique des Titres durant la période d'offre allant du [●] au [●] (la « Période d'Offre ») dans le[s] Pays de l'Offre Publique par [●]/[tout intermédiaire financier] (le[s] « Établissement[s] Autorisé[s] »). [Le[s] Établissement[s] Autorisé[s] devra(ont) remplir les conditions suivantes : [●].]</p> <p>Afin d'éviter toute ambiguïté, ni les Agents Placeurs ni l'Émetteur n'aura d'obligation de s'assurer qu'un Établissement Autorisé agira en conformité avec toutes les lois et réglementations et, en conséquence, ni les Agents Placeurs ni l'Émetteur ne pourra voir sa responsabilité engagée à ce titre.</p> <p>L'Émetteur accepte la responsabilité, dans le[s] Pays de l'Offre Publique, du contenu du Prospectus vis-à-vis de toute personne (un « Investisseur ») se trouvant dans le[s] Pays de l'Offre Publique à qui l'offre des Titres est faite par tout Établissement Autorisé et lorsque l'offre est faite pendant la période pour laquelle le consentement est donné. Toutefois, ni l'Émetteur ni aucun Agent Placeur n'est responsable des actes commis par tout Établissement Autorisé, y compris concernant le respect des règles de conduite des affaires applicables à l'Établissement Autorisé ou à d'autres obligations réglementaires locales ou à d'autres obligations légales relatives aux valeurs mobilières en lien avec une telle offre applicables à l'Établissement Autorisé.</p> <p>Un Investisseur qui a l'intention d'acquérir ou qui acquiert des Titres auprès d'un Établissement Autorisé le fera, et les offres et cessions des Titres par un Établissement Autorisé à un Investisseur se feront, dans le respect de toutes conditions et autres accords mis en place entre l'Établissement Autorisé et l'Investisseur concernés y compris en ce qui concerne l'allocation du prix et les accords de règlement-livraison (les « Modalités de l'Offre Publique »). L'Émetteur ne sera pas partie à de tels accords avec des Investisseurs (autres que les Agents Placeurs) dans le contexte de l'offre ou la cession des Titres et, en conséquence, le Prospectus de Base et les Conditions Définitives ne comprendront pas ces informations. Les Modalités de l'Offre Publique devront être communiquées aux Investisseurs par l'Établissement Autorisé au moment de l'Offre Publique. Ni l'Émetteur ni aucun des Agents Placeurs ou des Établissements Autorisés ne sont responsables de cette information.]</p>
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Section B – Émetteur		
B.1	La raison sociale et le nom commercial de l'Émetteur	GDF SUEZ (« GDF SUEZ » ou l'« Émetteur », et avec l'ensemble de ses filiales entièrement consolidées, le « Groupe »).
B.2	Le siège social et la forme juridique de l'Émetteur/la législation qui régit l'activité et le pays d'origine de l'Émetteur	[GDF SUEZ est régie par le droit français et 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 GDF SUEZ, et à ses statuts. Les lois spécifiques régissant GDF SUEZ sont notamment la loi n° 46-628 du 8 avril 1946 sur la nationalisation de l'électricité et du gaz, la loi n° 2003-8 du 3 janvier 2003 relative aux marchés du gaz et de l'électricité et au service public de l'énergie, la loi n° 2004-803 du 9 août 2004 relative au service public de l'électricité, du gaz et aux entreprises électriques et gazières, ainsi que la loi n° 2006-1537 du 7 décembre 2006 relative au secteur de l'énergie. GDF SUEZ est immatriculée au Registre du commerce et des sociétés de Nanterre sous le numéro 542 107 651. Au 1er août 2012, le capital social de GDF SUEZ s'établit à 2 321 773 449 euros divisé en 2 321 773 449 actions entièrement libérées de 1 euro de nominal chacune. Son siège social administratif et statutaire est situé au 1, place Samuel de Champlain, 92400 Courbevoie, France.]
B.4b	Une description de toutes les	[GDF SUEZ est un industriel de référence dans les métiers du gaz, de l'électricité ainsi que des services à l'énergie et à l'environnement. Il est actif sur l'ensemble de la chaîne de valeur de l'énergie, en électricité et en gaz naturel, de l'amont à l'aval.

	<p>tendances connues touchant l'Émetteur ainsi que les industries de son secteur</p>	<p>GDF SUEZ développe un <i>business model</i> équilibré :</p> <ul style="list-style-type: none"> • par sa présence dans des métiers complémentaires sur toute la chaîne de valeur (répartition du chiffre d'affaires équilibrée entre gaz, électricité et services) ; • par sa présence dans des régions soumises à des cycles économiques et conjoncturels différents, avec une position forte dans les pays émergents aux meilleures perspectives de croissance, position renforcée en 2011 avec l'intégration d'International Power ; • par sa présence répartie entre des activités exposées aux incertitudes des marchés et d'autres au profil de revenu récurrent (infrastructures, contrats de type PPA, activités régulées dans l'eau...) ; • par un mix énergétique équilibré avec une priorité donnée aux énergies peu ou pas carbonées. <p>Ce <i>business model</i> répond aux exigences de l'environnement économique dans lequel le Groupe évolue. Cet environnement est caractérisé par la confirmation des tendances de fond que sont le renforcement de la concurrence en Europe, la convergence des marchés du gaz, de l'électricité et des services énergétiques et les enjeux de croissance durable.</p> <p>Il est également marqué par de récentes transformations appelant une évolution du modèle traditionnel européen du fournisseur géocentrique, que GDF SUEZ avait anticipée :</p> <ul style="list-style-type: none"> • dégradation conjoncturelle des prix sur les marchés de l'énergie dans les pays matures consécutivement à la crise économique ; • écart de croissance entre pays matures et émergents, accru avec la crise économique ; • adoption du paquet énergie-climat dans l'Union Européenne (objectifs dits des « 3 x 20 ») ; • hausse des incertitudes pesant sur les marchés de l'énergie, accentuée avec les événements politiques dans les pays arabes, l'accident nucléaire de la centrale de Fukushima et les incertitudes réglementaires. <p>Le développement de GDF SUEZ s'articule donc autour des axes suivants :</p> <ul style="list-style-type: none"> • accélération du développement dans les pays émergents en forte croissance, dans la production d'électricité et la filière GNL/exploration-production ; • intégration, recentrage et optimisation des activités en Europe ; • renforcement des activités à revenu récurrent.]
B.5	<p>Description du Groupe de l'Émetteur et de la position de l'Émetteur au sein du Groupe</p>	<p>[GDF SUEZ (anciennement dénommée « Gaz de France ») est la société mère de tête du Groupe et 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.]</p>
B.9	<p>Prévision ou estimation du bénéfice</p>	<p>[Les résultats du premier semestre permettent de confirmer les objectifs financiers 2012, à climat moyen et à régulation stable :</p> <ul style="list-style-type: none"> • Résultat net récurrent part du Groupe entre 3,7 et 4,2 milliards d'euros, • Dividende ordinaire stable ou en croissance par rapport à 2011, • Ratio dette nette/EBITDA ~2,5x et notation de catégorie "A". <p>Le montant des investissements bruts pour l'année 2012 est désormais estimé dans une fourchette de 10 à 11 milliards d'euros.</p> <p>En outre, l'objectif du plan de performance Efficio 2 de 0,6 milliard d'euros est confirmé, avec 0,3 milliard d'euros réalisé au 30 juin, et inclus dans l'EBITDA indicatif d'environ</p>

		<p>17 milliards d'euros pour 2012.</p> <p>Pour le deuxième semestre, dans un environnement économique qui s'annonce toujours difficile, le Groupe poursuivra son plan d'actions destiné à optimiser les coûts et la performance du Groupe, tout en conservant sa politique sociale dynamique destinée à valoriser le savoir faire des équipes de GDF SUEZ.]</p>																																																												
B.10	Réserves contenues dans le rapport des Commissaires aux comptes	<p>[Les rapports des Commissaires aux comptes sur les comptes consolidés des exercices clos les 31 décembre 2010 et 31 décembre 2011 et relatifs au premier semestre clos le 30 juin 2012 ne contiennent pas de réserves. Toutefois, le rapport des Commissaires aux comptes sur les comptes consolidés de l'exercice clos le 31 décembre 2010 contenu dans la section 11.3 du Document de Référence GDF SUEZ 2010 contient une observation. Les Commissaires aux comptes attirent l'attention sur les notes 1.1.1 et 1.1.2 aux comptes consolidés de l'exercice clos le 31 décembre 2010 qui exposent les changements de méthodes comptables résultant de l'application, à compter du 1er janvier 2010, de nouvelles normes et interprétations, et en particulier de la norme IFRS 3 révisée – <i>Regroupements d'entreprises</i> et de la norme IAS 27 révisée – <i>États financiers consolidés et individuels</i>, dont les principaux changements sont présentés dans la note 1.4 aux comptes consolidés de l'exercice clos le 31 décembre 2010.]</p>																																																												
B.12	Informations financières sélectionnées	<p>[Depuis le 31 décembre 2011, aucune détérioration significative n'a eu de répercussions sur les perspectives de l'émetteur.</p> <p>Aucun changement significatif de la situation financière ou commerciale de l'émetteur et du Groupe n'est survenu depuis le 30 juin 2012.]</p>																																																												
<ul style="list-style-type: none"> [Les tableaux ci-dessous font état des chiffres clés concernant le compte de résultat et le bilan du Groupe (données consolidées) aux 31 décembre 2011 et 2010. <div data-bbox="256 1077 1313 1749">  <h3>Compte de résultat simplifié</h3> <p>En M€</p> <table> <thead> <tr> <th></th><th>2010</th><th>2011</th></tr> </thead> <tbody> <tr> <td>Chiffre d'affaires</td><td>84 478</td><td>90 673</td></tr> <tr> <td>Achats</td><td>(44 673)</td><td>(46 695)</td></tr> <tr> <td>Charges de personnel</td><td>(11 755)</td><td>(12 775)</td></tr> <tr> <td>Amortissements, dépréciations et provisions</td><td>(5 899)</td><td>(7 115)</td></tr> <tr> <td>Autres produits et charges opérationnels</td><td>(13 356)</td><td>(15 110)</td></tr> <tr> <td>Résultat opérationnel courant</td><td>8 795</td><td>8 978</td></tr> <tr> <td>MTM, dépréciations d'actifs, restructurations et cessions</td><td>702</td><td>706</td></tr> <tr> <td>Résultat des activités opérationnelles</td><td>9 497</td><td>9 684</td></tr> <tr> <td>Résultat financier (charge)</td><td>(2 222)</td><td>(2 606)</td></tr> <tr> <td> dont coût de l'endettement net ⁽¹⁾</td><td>(1 566)⁽²⁾</td><td>(1 945)</td></tr> <tr> <td> dont désactualisation des provisions</td><td>(588)</td><td>(597)</td></tr> <tr> <td> dont dividendes et autres</td><td>(67)⁽²⁾</td><td>(64)</td></tr> <tr> <td>Impôts</td><td>(1 913)</td><td>(2 119)</td></tr> <tr> <td> dont impôts exigibles</td><td>(2 164)</td><td>(1 647)</td></tr> <tr> <td> dont impôts différés</td><td>251</td><td>(473)</td></tr> <tr> <td>Part dans les entreprises associées</td><td>264</td><td>462</td></tr> <tr> <td>Intérêts minoritaires</td><td>(1 010)</td><td>(1 418)</td></tr> <tr> <td>Résultat net part du groupe</td><td>4 616</td><td>4 003</td></tr> <tr> <td>EBITDA</td><td>15 086</td><td>16 525</td></tr> </tbody> </table> </div> <p>(1) Avec nouvelle définition de la dette nette. (2) Reclassification selon la nouvelle définition de la dette nette</p>				2010	2011	Chiffre d'affaires	84 478	90 673	Achats	(44 673)	(46 695)	Charges de personnel	(11 755)	(12 775)	Amortissements, dépréciations et provisions	(5 899)	(7 115)	Autres produits et charges opérationnels	(13 356)	(15 110)	Résultat opérationnel courant	8 795	8 978	MTM, dépréciations d'actifs, restructurations et cessions	702	706	Résultat des activités opérationnelles	9 497	9 684	Résultat financier (charge)	(2 222)	(2 606)	dont coût de l'endettement net ⁽¹⁾	(1 566) ⁽²⁾	(1 945)	dont désactualisation des provisions	(588)	(597)	dont dividendes et autres	(67) ⁽²⁾	(64)	Impôts	(1 913)	(2 119)	dont impôts exigibles	(2 164)	(1 647)	dont impôts différés	251	(473)	Part dans les entreprises associées	264	462	Intérêts minoritaires	(1 010)	(1 418)	Résultat net part du groupe	4 616	4 003	EBITDA	15 086	16 525
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Bilan simplifié

En Mds€

GDF SUEZ

ACTIF	31/12/10 ⁽¹⁾	31/12/11	PASSIF	31/12/10 ⁽¹⁾	31/12/11
ACTIFS NON COURANTS	133,3	149,9	Capitaux propres, part du groupe	62,1	62,9
			Intérêts minoritaires	8,5	17,3
ACTIFS COURANTS	51,1	63,5	TOTAL CAPITAUX PROPRES	70,6	80,3
Dont actifs financiers évalués à la juste valeur par résultat	1,7	2,9	Provisions	14,5	16,2
Dont trésorerie et équivalents de trésorerie	11,3	14,7	Dettes financières	47,2	56,6
			Autres dettes	52,1	60,3
TOTAL ACTIF	184,4	213,4	TOTAL PASSIF	184,4	213,4

Dette nette au 31/12/2011= dettes financières s'élevant à 56,6 Mds€ - trésorerie et équivalents de trésorerie (14,7 Mds€) – actifs financiers évalués à la juste valeur par résultat (2,9 Mds€) - actifs liés aux financements (0,3 Mds€ inclus dans les actifs non courants) – instruments financiers dérivés relatifs à la dette (1,1 Mds€)

(1) Données 2010 retraitées suite à la détection d'une erreur dans la détermination de la créance de « gaz en compteur » comptabilisée dans le Secteur Energie France. Voir la note 1.2 des comptes consolidés 2011.

- Les tableaux ci-dessous font état des chiffres clés concernant le compte de résultat et le bilan du Groupe (données consolidées) au 30 juin 2012

Compte de résultat simplifié

GDF SUEZ

En M€	S1 2011	S1 2012
Chiffre d'affaires	45 678	50 535
Achats	-23 534	-27 546
Charges de personnel	-6 395	-6 625
Amortissements, dépréciations et provisions	-3 425	-3 589
Autres produits et charges opérationnels	-7 093	-7 340
Résultat opérationnel courant	5 231	5 436
MtM, dépréciations d'actifs, restructurations et cessions	433	133
Résultat des activités opérationnelles	5 664	5 569
Résultat financier (charge)	-1 075	-1 528
dont coût de l'endettement net ⁽¹⁾	-903	-979
dont restructuration de la dette et variations de juste valeur des instruments dérivés non compris dans l'endettement net	62	-296
dont autres	-233	-253
Impôts	-1 371	-1 208
dont impôts exigibles	-958	-1 461
dont impôts différés	-413	252
Part dans les entreprises associées	300	261
Intérêts minoritaires	-781	-763
Résultat net part du groupe	2 738	2 331
EBITDA	8 865	9 236

(1) Reclassification selon la nouvelle définition de la dette nette de l'année 2011

Bilan simplifié

GDF SUEZ

En Mds€					
ACTIF	31/12/11	30/06/12	PASSIF	31/12/11	30/06/12
ACTIFS NON COURANTS	149,9	149,7	Capitaux propres, part du groupe	62,9	62,2
			Intérêts minoritaires	17,3	11,4
ACTIFS COURANTS	63,5	64,4	TOTAL CAPITAUX PROPRES	80,3	73,7
Dont actifs financiers évalués à la juste valeur par résultat	2,9	1,0	Provisions	16,2	16,5
Dont trésorerie et équivalents de trésorerie	14,7	18,3	Dettes financières	56,6	65,8
			Autres dettes	60,3	58,1
TOTAL ACTIF	213,4	214,1	TOTAL PASSIF	213,4	214,1

Dette nette au 30/06/2012 = dettes financières s'élevant à 65,8 Mds€ – trésorerie et équivalents de trésorerie 18,3 Mds€ – actifs financiers évalués à la juste valeur par résultat 1,0 Mds€ – actifs liés aux financements 0,3 Md€ (inclus dans les actifs non courants) – instruments

	financiers dérivés relatifs à la dette 1,0 Md€]	
B.13	Evénement récent propre à l'Émetteur présentant un intérêt significatif pour l'évaluation de sa solvabilité	[La centrale nucléaire de Doel 3 est à l'arrêt depuis le 2 juin pour la révision décennale et sa mise à l'arrêt a été prolongée le 7 août 2012. Parallèlement à la révision d'entretien annuelle, le rapport de sûreté prévoit également un check-up complet de toutes les installations. Cela signifie un arrêt exceptionnel vu l'ampleur des travaux. Pas moins de 10 000 tâches d'entretien et de contrôle doivent être effectuées.]
B.14	Degré de la dépendance de l'Émetteur à l'égard d'autres entités du Groupe	[GDF SUEZ (anciennement dénommée Gaz de France) est la société mère de tête du Groupe. Toutefois, GDF SUEZ exerce une activité économique propre ; elle ne joue pas vis-à-vis de ses filiales le rôle d'une simple holding. Le nombre de filiales directes ou indirectes de GDF SUEZ (contrôle majoritaire) était d'environ 2400 à fin 2011.]
B.15	Principales activités de l'Émetteur	<p>[Le Groupe est présent sur l'ensemble de la chaîne de valeur de l'énergie, en électricité et en gaz naturel, de l'amont à l'aval, notamment en :</p> <ul style="list-style-type: none"> • achat, production et commercialisation de gaz naturel et d'électricité ; • transport, stockage, distribution, développement et exploitation de grandes infrastructures de gaz naturel ; et • fourniture de services énergétiques et services liés à la gestion de l'environnement (eau, déchets). <p>Le Groupe est organisé autour de 6 branches opérationnelles (cinq branches énergie et une branche environnement) :</p> <ul style="list-style-type: none"> • la branche Énergie Europe ; • la branche Énergie International ; • la branche Global Gaz et GNL ; • la branche Infrastructures ; • la branche Services ; et • la branche Environnement.]
B.16	Entité(s) ou personne(s) détenant ou contrôlant directement ou indirectement l'Émetteur	<p>[GDF SUEZ est une entreprise cotée et ses actions sont admises aux négociations sur Euronext Paris.</p> <p>À la connaissance de l'Émetteur, au 31 décembre 2011, seuls l'État et le Groupe Bruxelles Lambert, agissant seul ou de concert, détiennent une participation en capital ou en droits de vote de GDF SUEZ supérieure à l'un des seuils légaux.</p> <p>GDF SUEZ n'a pas connaissance d'autres actionnaires détenant au moins 5 pour cent du capital de GDF SUEZ et lui ayant fait parvenir une déclaration de franchissement de seuil légal.</p> <p>Aux termes de la loi n° 2004-803 du 9 août 2004, telle que modifiée par la loi n° 2006-1537 du 7 décembre 2006, l'État doit détenir à tout moment plus du tiers du capital de GDF SUEZ. Conformément à l'article 24.1 de la loi n° 2004-803 du 9 août 2004 et au décret n° 2007-1790 du 20 décembre 2007, le capital social de GDF SUEZ comprend une action spécifique résultant de la transformation d'une action ordinaire appartenant à l'État français, en vue de préserver les intérêts essentiels de la France dans le secteur de l'énergie relatifs à la continuité</p>

		et à la sécurité d’approvisionnement en énergie. L’action spécifique confère à l’État, et de manière pérenne, le droit de s’opposer aux décisions de GDF SUEZ et de ses filiales de droit français, ayant pour objet, directement ou indirectement, de céder sous quelque forme que ce soit, de transférer l’exploitation, d’affecter à titre de sûreté ou garantie, ou de changer la destination de certains actifs visés par le décret, s’il considère cette décision contraire aux intérêts essentiels de la France dans le secteur de l’énergie relatifs à la continuité et à la sécurité d’approvisionnement en énergie.]
B.17	Notation assignée à l’Émetteur ou à ses titres d’emprunt	<p>[Le Programme (tel que défini ci-après) a été noté A par Standard & Poor’s Rating Services, un département de The McGraw-Hill Companies, Inc. (« S&P ») et les titres non subordonnés non assortis de sûretés et les titres court terme de l’Émetteur au titre du Programme ont été respectivement notés A1 et Prime-1 avec perspective négative par Moody’s Investors Service Ltd (« Moody’s »). GDF SUEZ est actuellement noté A1/P-1 avec perspective négative par Moody’s et A/A-1 avec perspective stable par S&P. [Les Titres ont été notés [●] par [●] et [[●] par [●]].]</p> <p>S&P et Moody’s sont établies dans l’Union Européenne et sont enregistrées au titre du Règlement (CE) N° 1060/2009, tel que modifié (le « Règlement CRA »). S&P et Moody’s apparaissent chacun dans la liste des agences de notation enregistrées publiée par l’ESMA (<i>European Securities and Markets Authority</i>) sur son site Internet conformément au Règlement CRA. Une notation ne constitue pas une recommandation d’achat, de vente ou de détention des titres et peut à tout moment être suspendue, modifiée ou faire l’objet d’un retrait par l’agence de notation concernée.]</p>
B.18	Nature et portée de la Garantie	<p>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. Dans ce cas, GDF SUEZ garantirait de manière inconditionnelle et irrévocable tous paiements en vertu des titres dans le cadre d’une garantie autonome de GDF SUEZ (la « Garantie »).</p> <p>La garantie constitue un engagement inconditionnel, non subordonné et (sans préjudice des stipulations de la Modalité 4 des Modalités des Titres qui est résumée dans le paragraphe « Maintien de l’emprunt à son rang » ci-dessous (voir C.8)) non assorti de sûretés du Garant venant au même rang (à l’exception de certaines obligations bénéficiant d’une priorité en application de la loi) que tout autre engagement, endettement et garantie présent ou futur non assorti de sûreté et non subordonné, du Garant.</p> <p>Pour tout paiement effectué par le Garant au titre de la Garantie, si le Garant est tenu en vertu de la loi de procéder à une déduction au titre de tout impôt, droit, frais ou taxe présents ou futurs, de quelque nature qu’ils soient, établis ou prélevés conformément au droit français, il devra payer, dans les limites autorisées par le droit français, de tels montants additionnels de telle sorte que les Porteurs de Titres reçoivent, après une telle déduction, le montant dû et exigible au titre de ces Titres.</p> <p>Toute référence dans ce résumé au « Garant » désigne GDF SUEZ, en sa capacité de garant des Titres, en cas de substitution d’émetteur.</p>
B.19	Informations sur le Garant	En cas de substitution de l’Émetteur, GDF SUEZ agirait comme garant. Les informations concernant le Garant sont décrites dans cette Section B.

Section C – Valeurs mobilières		
C.1	Nature et catégorie des Titres	<p>Les Titres seront émis dans le cadre d’une émission [syndiquée / non syndiquée].</p> <p>Les Titres sont émis sous forme de [titres dématérialisés (« Titres Dématérialisés ») / titres matérialisés (« Titres Matérialisés »)].</p>

		<p>[Les Titres Dématérialisés ne pourront pas être échangés contre des Titres Matérialisés.] / [Les Titres Matérialisés ne pourront pas être échangés contre des Titres Dématérialisés.]</p> <p>[Si les Titres sont des Titres Dématérialisés : les Titres Dématérialisés sont émis [au porteur / au nominatif]. [Les Porteurs (tels que définis ci-après) de Titres Dématérialisés n'auront pas la possibilité de convertir leurs Titres au nominatif en Titres au porteur et vice versa.] [Les Porteurs de Titres Dématérialisés au nominatif, auront la possibilité de convertir leurs Titres au nominatif pur en Titres au nominatif administré et vice versa.] Les Titres seront déposés auprès d'Euroclear France en tant que dépositaire central pour les Titres Dématérialisés. Les transferts entre les teneurs de compte auprès d'Euroclear France (les « Teneurs de Compte auprès d'Euroclear France ») seront effectués directement ou via leurs dépositaires respectifs conformément aux règles applicables et aux procédures mises en place dans ce but par Euroclear France.]</p> <p>[Si les Titres sont des Titres Matérialisés : Les Titres Matérialisés seront émis au porteur (« Titres Matérialisés au Porteur ») uniquement. Un certificat global temporaire émis au porteur sans coupon d'intérêts attaché (un « Certificat Global Temporaire ») relatif aux Titres Matérialisés au Porteur sera initialement émis. Les Titres seront déposés auprès de Clearstream Banking, société anonyme (« Clearstream, Luxembourg »)[,]/[et] Euroclear Bank S.A./N.V. (« Euroclear ») [et [●]]. Les transferts entre les participants auprès d'Euroclear et Clearstream Luxembourg seront effectués directement ou via leurs dépositaires respectifs conformément aux règles applicables et aux procédures mises en place dans ce but par Euroclear et Clearstream Luxembourg.]</p>
C.2	Devises	Les Titres seront émis en [●].
C.5	Une description de toute restriction imposée à la libre négociabilité des Titres	Sans objet. Il n'existe pas de restriction imposée à la libre négociabilité des Titres.
C.8	Description des droits attachés aux Titres	<ul style="list-style-type: none"> • <u>Prix d'émission</u> Le prix d'émission des Titres est [●]. • <u>Valeur(s) nominale(s) unitaire(s)</u> La valeur nominale des Titres est [●]. • <u>Statut des Titres</u> Les Titres constitueront des engagements inconditionnels, non subordonnés et (sans préjudice des stipulations de la Modalité 4 des Modalités des Titres qui est résumée dans le paragraphe « Maintien de l'emprunt à son rang » ci-dessous), non assortis de sûretés de l'Émetteur venant au même rang entre eux et (à l'exception de certaines obligations bénéficiant d'une priorité en application de la loi) au même rang que tout autre engagement, endettement et garantie présent ou futur non assorti de sûreté et non subordonné, de l'Émetteur. • <u>Maintien de l'emprunt à son rang</u> Aussi longtemps que des Titres ou, le cas échéant, des coupons ou reçus attachés aux Titres seront en circulation, l'Émetteur [ou, le cas échéant, le Garant,] n'accordera pas d'hypothèque, de gage, nantissement, ou toute autre sûreté réelle qui ne soit pas créée sur de la trésorerie sur l'un quelconque de ses actifs tangibles ou intangibles ou revenus, présents ou futurs, au

		<p>bénéfice des porteurs de ses autres obligations, titres ou autres valeurs mobilières [ou, dans le cas du Garant, au bénéfice de tout autre porteur d'obligations, de titres ou d'autres valeurs mobilières qu'il garantit,] d'une durée supérieure à un an qui sont (ou sont susceptibles d'être) cotés, listés ou admis aux négociations sur toute bourse de valeurs, à moins que les obligations de l'Émetteur découlant des Titres ne bénéficient d'une sûreté équivalente et de même rang.</p> <p>Nonobstant ce qui précède, l'Émetteur [ou, le cas échéant, le Garant], pourra garantir toute dette d'emprunt présente ou future au bénéfice de porteurs d'obligations, de titres ou d'autres valeurs mobilières [ou, dans le cas du Garant, au bénéfice de tout autre porteur d'obligations, de titres ou d'autres valeurs mobilières qu'il garantit,] qui sont (ou sont susceptibles d'être) cotés, listés ou admis aux négociations sur toute bourse de valeurs, quand cette dette est contractée dans le but de, et les produits sont utilisés pour, (i) l'achat d'un actif et cette sûreté est consentie sur cet actif, (ii) le refinancement d'une dette contractée dans le but de (i) ci-dessus, à la condition que la sûreté soit consentie sur le même actif.</p> <ul style="list-style-type: none"> • <u>Accélération croisée</u> <p>Les titres pourront devenir exigibles à leur montant nominal majoré des intérêts courus (i) en cas de défaut de paiement par l'Émetteur [ou le Garant] à la date de remboursement prévue ou anticipée ou à l'expiration de tout délai de grâce applicable pour un montant en principal supérieur à 150 millions d'euros (ou son équivalent en toute autre devise) d'une dette d'emprunt ou d'une garantie pour une dette d'emprunt contractée par un tiers ; et (ii) (dans les cas où la date d'exigibilité n'est pas la date d'échéance) si cette dette a été accélérée.</p> <ul style="list-style-type: none"> • <u>Fiscalité</u> <p>Les paiements du principal, des intérêts et autres produits effectués par ou pour le compte de l'Émetteur se rapportant aux Titres ne seront pas soumis à une retenue à la source ou à une déduction d'impôts, droits, assiettes ou charges gouvernementales d'une quelconque nature, imposée, prélevée, collectée, retenue ou fixée par la France ou en France ou toute autre autorité française ayant le pouvoir de prélever l'impôt, à moins que cette retenue à la source ou déduction ne soit imposée par la loi. Si une telle retenue ou déduction doit être effectuée, l'Émetteur sera tenu de majorer ses paiements dans la mesure autorisée par la loi et sous réserve de certaines exceptions.</p> <ul style="list-style-type: none"> • <u>Droit applicable</u> <p>Les Titres et toutes les obligations non-contractuelles issues de ou qui y sont liées, sont régis par le droit français</p>
C.9	Intérêts, échéance et modalités de remboursement, rendement et représentation des Porteurs des Titres	<ul style="list-style-type: none"> • <u>Titres à Taux Fixe</u> <p>[Les coupons fixes de [●] seront payables à terme échu le [[●] / [●] de chaque année] / Sans objet.]</p> <ul style="list-style-type: none"> • <u>Titres à Taux Variable</u> <p>[Les Titres à Taux Variable porteront intérêt à un taux de [●] +/- [●] pour cent payable le [●] de chaque année, selon la convention de jour ouvré prévue dans les Conditions Définitives / Sans objet.]</p> <ul style="list-style-type: none"> • <u>Titres à Coupon Zéro</u> <p>[Les Titres à Coupon Zéro sont émis [à leur valeur nominale / à [●]] et ne porteront pas intérêt / Sans objet.]</p> <ul style="list-style-type: none"> • <u>Titres à Intérêt Indexé sur l'Inflation</u> <p>[Les Titres sont des Titres à Intérêt Indexé sur l'Inflation. L'intérêt des Titres sera calculé à partir d'un ratio de l'indice d'inflation, ce ratio étant lui-même déterminé grâce à l'indice des prix à la consommation (hors tabac) des ménages en France métropolitaine calculé et publié</p>

		<p>mensuellement par l’Institut National de la Statistique et des Etudes Economiques (« INSEE ») (le « Ratio de l’Indice d’Inflation ») / Sans objet.]</p> <ul style="list-style-type: none"> • <u>Périodes d’intérêt et taux d’intérêts</u> La durée des périodes d’intérêts est [●] et le taux d’intérêt applicable est précisé ci-dessus. [Si applicable : Le taux d’intérêt minimum est [●] / Le taux d’intérêt maximum est [●]. La période d’intérêts courus est [●]. L’utilisation des périodes d’intérêts courus permet de prévoir des taux d’intérêts différents des Titres pour la même période d’intérêts.] • <u>Echéances</u> La date d’échéance des Titres est [●]. • <u>Remboursement</u> [Sous réserve du rachat et de l’annulation des Titres ou du remboursement anticipé de ces Titres, ceux-ci seront remboursés à la date d’échéance précisée ci-dessus à [●] de leur montant nominal.] • <u>Remboursement anticipé au gré de l’Émetteur : Make-Whole</u> [l’Émetteur aura l’option de rembourser les Titres, en partie ou intégralement, à tout moment, avant leur Date d’Echéance (telle qu’indiquée ci-dessus) (et si l’option <i>Residual Call Option</i> est applicable, au plus tard à la date de Date de Remboursement Anticipée (telle que définie dans le paragraphe “Remboursement anticipé au gré de l’Émetteur : <i>Residual Call Option</i>” ci-après)), à leur Montant de Remboursement Optionnel (tel que défini ci-après). Ce Montant de Remboursement Optionnel sera le montant le plus élevé entre (x)100 pour cent du montant nominal des Titres ainsi remboursés et, (y) la somme entre la valeur actualisée des sommes restant dues en principal et des intérêts afférents à ces Titres (à l’exception des intérêts courus sur les Titres jusqu’à la Date de Remboursement Optionnel (exclue)) réduits à la Date de Remboursement Optionnel ([●]), sur une base annuelle au Taux de Référence ([●]) majoré de la Marge de Remboursement ([●]), et auquel s’ajoute dans les cas (x) et (y), tout intérêt couru sur les Titres jusqu’à la Date de Remboursement Optionnel (exclue) (le « Montant de Remboursement Optionnel ») / Sans objet.] • <u>Remboursement anticipé au gré de l’Émetteur : Residual Call Option</u> [l’Émetteur aura l’option de rembourser les Titres, en partie ou intégralement, à tout moment, à partir de la Date de Remboursement Anticipée ([●]) jusqu’à la Date d’Echéance, au pair majoré des intérêts courus jusqu’à la date effective de remboursement (exclue). La Date de Remboursement Anticipée ne pourra être antérieure à 90 jours avant la Date d’Echéance / Sans objet.] • <u>Option de remboursement</u> [Les Titres peuvent être remboursés avant la date d’échéance prévue au gré de l’Émetteur (en totalité ou en partie) [[et/ou] des porteurs de Titres (les « Porteurs de Titres »)] [Indiquer les modalités applicables à ce remboursement] / Sans objet.] • <u>Remboursement en plusieurs versements</u> [Les Titres sont remboursables en [●] versements de [●] le [●],[●],[●] / Sans objet.] • <u>Remboursement anticipé</u> [Sous réserve de ce qui est prévu dans les paragraphes [« Remboursement anticipé au gré de l’Émetteur : <i>Make-Whole</i> » / « Remboursement anticipé au gré de l’Émetteur : <i>Residual Call Option</i> » / « Option de Remboursement »] ci-dessus,] les Titres seront remboursables à l’option de l’Émetteur avant la date d’échéance prévue pour raisons fiscales uniquement. • <u>Rendement</u>
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		<p>Le rendement des Titres est de [●].</p> <ul style="list-style-type: none"> • Représentation des Porteurs de Titres <p>En ce qui concerne la représentation des Porteurs de Titres: [(a) <i>Si les Conditions Définitives concernées spécifient « Pas de Masse »</i> : les Porteurs de Titres ne seront pas groupés, au titre de toutes les Tranches d'une même Souche, pour la défense de leurs intérêts communs en une masse (la « Masse ») et les dispositions du Code de commerce relatives à la Masse ne s'appliqueront pas. / [(b) <i>Si les Conditions Définitives concernées spécifient « Masse Complète »</i> : les Porteurs de Titres seront groupés automatiquement, au titre de toutes les Tranches d'une même Souche, pour la défense de leurs intérêts communs en une masse (la « Masse ») et les dispositions du Code de commerce relatives à la Masse s'appliqueront.] / [(c) <i>Si les Conditions Définitives concernées spécifient « Masse Contractuelle »</i> : les Porteurs de Titres seront groupés automatiquement, au titre de toutes les Tranches d'une même Souche, pour la défense de leurs intérêts communs en une masse (la « Masse »). La Masse sera régie par les dispositions du Code de commerce, à l'exception des articles L.228-48, L.228-59, L.228-65 I 3° uniquement dans le cas d'un transfert d'actifs de GDF SUEZ à une filiale consolidée par intégration globale pour des besoins réglementaires, la deuxième phrase de l'article L.228-65 II et les articles R.228-67 et R.228-69.]</p> <p>[<i>Si les stipulations des paragraphes (b) ou (c) sont applicables</i> : La Masse agira par l'intermédiaire d'un représentant (le « Représentant ») et en partie par l'intermédiaire d'une assemblée générale des Porteurs de Titres. Les noms et adresses du premier Représentant et de son remplaçant sont [●]. Le Représentant désigné dans le cadre de la première Tranche de toutes Souches des Titres sera le représentant de la Masse unique de toutes les autres Tranches de ces Souches.]</p>
C.10	Paiement des intérêts liés à un (des) instrument(s) dérivé(s)	[Les Titres à Intérêt Indexé sur l'Inflation sont liés à l'indice des prix à la consommation (hors tabac) des ménages en France métropolitaine calculé et publié mensuellement par l'INSEE / Sans objet.]
C.11	Cotation et admission à la négociation	[Les Titres seront cotés et admis à la négociation sur [●] / Sans objet.]
C.15	Description de l'impact de la valeur sous-jacent sur la valeur de l'investissement	[Les Titres à Intérêt Indexé sur l'Inflation sont des titres de créance dont le montant d'intérêt n'est pas prédéterminé. Les montants dûs au titre de l'intérêt seront dépendants de la performance de l'indice des prix à la consommation (hors tabac) des ménages en France métropolitaine calculé et publié mensuellement par l'INSEE. Le montant des intérêts payable par l'Émetteur pourra varier et les Porteurs de Titres pourraient ne pas recevoir d'intérêt. Toutefois, le montant nominal des Titres à Intérêt Indexé sur l'Inflation remboursé à maturité n'est pas indexé / Sans objet.]
C.16	Titres Dérivés - Echéance	[L'échéance des Titres sera [●] / Sans objet.]
C.17	Titres Dérivés – Règlement-livraison	[Les Titres à Intérêt Indexé sur l'Inflation émis sous forme de Titres Dématérialisés seront déposés auprès d'Euroclear France en tant que dépositaire central / Les Titres à Intérêt Indexé sur l'Inflation émis sous forme de Titres Matérialisés au Porteur seront initialement émis sous la forme de Certificats Globaux Temporaires et seront déposés auprès de Clearstream, Luxembourg / Euroclear / [●] / Sans objet.]
C.18	Produit des	[Les paiements d'intérêts se rapportant aux Titres à Intérêt Indexé sur l'Inflation seront

	Titres Dérivés	déterminés en multipliant le montant nominal en circulation de ces Titres par le produit du taux annuel et du Ratio de l'Indice d'Inflation concerné / Sans objet.]
C.19	Titres Dérivés – Prix d'exercice / Prix de référence final	Sans objet.
C.20	Titres Dérivés – Description du sous-jacent	[Les Titres à Intérêt Indexé sur l'Inflation sont des Titres dont seul l'intérêt est indexé. En plus du rendement fixé au moment de l'émission appliqué à un montant nominal non-indexé, l'intérêt est déterminé en appliquant la variation annuelle de l'inflation, exprimée en pourcentage, au montant nominal des Titres à Intérêt Indexé sur l'Inflation. Toutefois, le montant nominal des Titres à Intérêt Indexé sur l'Inflation remboursé à maturité n'est pas indexé. Les Titres à Intérêt Indexé sur l'Inflation sont liés à l'indice des prix à la consommation (hors tabac) des ménages en France métropolitaine calculé et publié mensuellement par l'INSEE : le CPI. Le CPI est l'instrument officiel pour mesurer l'inflation. Il permet de disposer d'une estimation entre deux périodes déterminées des moyennes de fluctuations des prix des biens et des services consommés par les ménages sur le territoire français. C'est un indicateur de mouvements des prix des produits sur une base de qualité constante / Sans objet.]

Section D –Facteurs de Risque		
D.2	Informations clés sur les principaux risques propres à l'Émetteur ou à son exploitation et son activité	<p>Les investisseurs potentiels doivent considérer, entre autres, les facteurs de risque 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. Les facteurs de risque sont les suivants :</p> <ul style="list-style-type: none"> • [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 <i>compliance</i>, risques juridiques et ressources humaines, la santé, la sécurité, la sûreté et la protection du patrimoine et les risques liés aux systèmes d'information.] <p>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.</p>
D.3	Informations clés sur les principaux risques propres aux Titres	<p>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 :</p> <ul style="list-style-type: none"> • 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 : <ul style="list-style-type: none"> - chaque investisseur potentiel doit déterminer, sur le fondement de son propre examen indépendant et des conseils professionnels qu'il estime appropriés selon les circonstances, si la souscription des Titres est pleinement adaptée à ses besoins financiers, ses objectifs et sa situation, et si cette souscription est un investissement adapté et approprié, nonobstant les risques clairs et importants inhérents au fait d'investir dans ou de détenir des Titres ;

		<ul style="list-style-type: none"> - 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/ou du Groupe et par un certain nombre de facteurs supplémentaires ; - les acquéreurs et vendeurs potentiels des Titres doivent être informés qu'ils peuvent être amenés à payer des taxes ou d'autres droits de timbre conformément aux lois et pratiques des pays dans lesquels les Titres sont transférés ou dans d'autres pays. • [Risques relatifs à la structure d'une émission particulière de Titres (ex : option de remboursement, Titres à Taux Fixe, Titres à Taux Flottant, Titres à Intérêt Indexé sur l'Inflation) : <ul style="list-style-type: none"> - [toute caractéristique de remboursement optionnel en vertu de laquelle l'Émetteur a le droit de rembourser les Titres de façon anticipée pourrait avoir un effet négatif sur la valeur de marché de ces Titres. Pendant la période au cours de laquelle l'Émetteur peut rembourser les Titres, la valeur de marché de ces Titres ne connaît généralement pas de hausse substantielle au-dessus du prix auquel ils peuvent être remboursés. Ce peut être aussi vrai durant toute la période précédant la période de remboursement.] - [lors d'un investissement dans des Titres à taux fixe, il ne peut être exclu que des changements subséquents sur le marché des taux d'intérêts puissent affecter de manière négative la valeur de ces Titres.] - [la rémunération des Titres à taux variable est souvent composée (i) d'un taux de référence (ii) auquel s'ajoute ou est soustrait, selon les cas, une marge. Le taux de référence sera ajusté de manière périodique tel qu'indiqué dans les Conditions Définitives (par exemple tous les trois ou six mois). La valeur de marché des Titres à taux variable peut donc fluctuer si des changements affectant le taux de référence peuvent seulement être reflétés dans le taux de ces Titres à la prochaine période d'ajustement du taux de référence concerné.]]
D.6	Informations de base sur les facteurs matériels permettant de déterminer les risques associés aux Titres à Intérêt Indexé sur l'Inflation	[Les investisseurs potentiels dans les Titres à Intérêt Indexé sur l'Inflation doivent être conscients que ces Titres sont des titres de créance dont le montant d'intérêt n'est pas prédéterminé. Les montants dûs au titre de l'intérêt seront dépendants de la performance de l'indice des prix à la consommation (hors tabac) des ménages en France métropolitaine calculé et publié mensuellement par l'INSEE. Le montant des intérêts payable par l'Émetteur pourra varier et les Porteurs de Titres pourraient ne pas recevoir d'intérêt. Toutefois, le montant nominal des Titres remboursé à maturité n'est pas indexé / Sans objet.]

Section E - Offre		
E.2b	Raisons de l'offre et utilisation du produit de l'Offre	[Le produit net de l'émission de chaque Tranche de Titres sera utilisé par l'Émetteur pour les besoins généraux de l'entreprise / Autre (préciser).]
E.3	Modalités de l'offre	<i>Préciser les modalités spécifiques de l'offre applicables aux Titres.</i> [A l'exception des stipulations de la section A.2 ci-dessus, ni l'Émetteur ni aucun des Agents

		Placeurs n'a autorisé une personne à faire une Offre Publique en aucune circonstance et aucune personne n'est autorisée à utiliser le Prospectus dans le cadre de ses offres de Titres. Ces offres ne sont pas faites au nom de l'Émetteur ni par aucun des Agents Placeurs ou des Etablissements Autorisés et ni l'Émetteur ni aucun des Agents Placeurs ou des Etablissements Autorisés n'est responsable des actes de toute personne procédant à ces offres.]
E.4	Intérêts des personnes morales ou physiques impliquées dans l'émission	<i>Préciser les intérêts des personnes morales ou physiques impliquées dans l'émission des Titres.</i>
E.7	Estimation des Dépenses mises à la charge de l'investisseur par l'Émetteur ou l'offreur	Les estimations des dépenses pour les Titres sont [●].

**FORM OF FINAL TERMS 2 – FOR USE IN CONNECTION WITH THE ISSUE OF NOTES
WITH A DENOMINATION OF AT LEAST €100,000 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

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the Euro 25,000,000,000

Euro Medium Term Note Programme

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 12 September 2012 which has received visa no. 12-441 from the *Autorité des marchés financiers* (the “**AMF**”) on 12 September 2012 [and the supplement(s) to it dated [•] which has received visa no. [•] from the AMF on [•]] which [together] constitute[s] a base prospectus for the purposes of the Directive 2003/71/EC (and amendments thereto, including the Directive 2010/73/EU, to the extent implemented in the Relevant Member State) (the “**Prospectus Directive**”), (the “**Base Prospectus**”). 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 the Base Prospectus. 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 is available for viewing on the website of the AMF (www.amf-france.org) and of GDF SUEZ (www.gdfsuez.com) and printed copies may be obtained from GDF SUEZ at 1, place Samuel de Champlain, 92400 Courbevoie, 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] [and the supplement(s) to it dated [•]]. 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 the Base Prospectus dated 12 September 2012 which has received visa no. 12-441 [•] from the *Autorité des marchés financiers* (the “**AMF**”) on 12 September 2012 [and the supplement(s) to it dated [•] which has received visa no. [•] from the AMF on [•]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (the “**Base Prospectus**”), save in respect of the Conditions which are extracted from the [Base Prospectus / an Offering Circular] dated [original date] [and the supplement(s) to it dated [•]]. Full information on the Issuer, the Notes and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Conditions and the Base Prospectus. The Base Prospectus is available for viewing on the website of the AMF (www.amf-france.org) and of GDF SUEZ (www.gdfsuez.com) and printed copies may be obtained from GDF SUEZ at 1, place Samuel de Champlain, 92400 Courbevoie, France.

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

1. Issuer: GDF SUEZ
2. (i) Series Number: []
[(ii) Tranche Number: []
[(iii) Date on which the Notes become fungible: [Not Applicable/ The Notes will be assimilated (*assimilées*) and form a single series with the existing [*insert description of the Series*] issued by the Issuer on [*insert date*] (the “**Existing Notes**”) as from the date of assimilation which is expected to be on or about 40 days after the Issue Date (the “**Assimilation Date**”).]
3. Specified Currency or Currencies: []
4. Aggregate Nominal Amount: []
[(i)] Series: []
[(ii) Tranche: []
5. Issue Price: [] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*in the case of fungible issues only if applicable*)]
6. Specified Denominations: []
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: [[] per cent. Fixed Rate]
[[*specify particular reference rate*] +/- [] per cent. Floating Rate]
[Zero Coupon]
[Inflation Linked Interest]
(further particulars specified below)
10. Redemption Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100] per cent. of their nominal amount.
11. Change of Interest Basis: [Applicable/Not Applicable]
[*Specify the date when any fixed to floating rate change occurs or refer to paragraphs 14 and 15 below and identify there*]

12. Put/Call Options: [Investor Put]
[Issuer Call]
[Make-whole Redemption by the Issuer]
[Issuer Residual Call]
[Put Option in case of Change of Control]
[(further particulars specified below)]
13. (i) Status of the Notes: Unsubordinated
- (ii) [Date of [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)]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: [] per cent. per annum payable in arrear on each Interest Payment Date
- (ii) Interest Payment Date(s): [] in each year
- (iii) Fixed Coupon Amount[(s)]: [] per [] in nominal amount
- (iv) Broken Amount(s): [] payable on the Interest Payment Date falling [in/on] []
- (v) Day Count Fraction: [30/360 / Actual/Actual (ICMA) / [ISDA]]/[include any other option from the Conditions]]
- (vi) [Determination Dates: [] 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))*]
15. **Floating Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Interest Period(s): []
- (ii) Specified Interest Payment Dates: [[] in each year , subject to adjustment in accordance with the Business Day Convention set out in (iii) below]
- (iii) Business Day Convention: [Floating Rate Business Day Convention/Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]

- (iv) Business Centre(s): []
- (v) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (vi) Interest Period Date(s): [Not Applicable / *Specify dates*]
- (vii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent): []
- (viii) Screen Rate Determination:
- Reference Rate: []
- Interest Determination Date(s): []
- Relevant Screen Page: []
- (ix) ISDA Determination:
- Floating Rate Option: []
- Designated Maturity: []
- Reset Date: []
- (x) Margin(s): [+/-][] per cent. per annum
- (xi) Minimum Rate of Interest: [] per cent. per annum
- (xii) Maximum Rate of Interest: [] per cent. per annum
- (xiii) Day Count Fraction: []
16. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Amortisation Yield: [] per cent. per annum
- (ii) Day Count Fraction: []
17. **Inflation Linked Interest Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Party responsible for calculating the Rate of Interest and/or Interest Amount(s) (if not the Calculation Agent):
- (ii) Interest Period(s): []
- (iii) Interest Payment []
Dates:
- (iv) Base Reference: Daily Inflation Reference Index applicable on [*specify date*] (amounting to: [])
- (v) Rate of Interest: [] per cent. per annum multiplied by the Inflation Index Ratio
- (vi) Day Count []
Fraction:

PROVISIONS RELATING TO REDEMPTION

18. **Call Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption []
Date(s):
 - (ii) Optional Redemption [] per Note [of [.....] Specified Denomination]¹
Amount(s) of each Note:
 - (iii) If redeemable in part:
 - (a) Minimum []
Redemption Amount:
 - (b) Maximum []
Redemption Amount:
 - (iv) Notice period:² []
19. **Make-Whole Redemption by the Issuer** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)

¹ Delete bracketed text in the case of Dematerialised Notes.

² If setting notice periods 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.

- (i) Notice period:³ []
- (ii) Reference Rate: []
- (iii) Redemption Margin: []
- (iv) Party, if any, responsible for calculating the principal and/or interest due (if not the Calculation Agent): []
20. **Residual Call Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Call Option Date: []
- (ii) Notice period:⁴ []
21. **Put Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): []
- (ii) Optional Redemption Amount(s) of each Note: [] per Note [of [] Specified Denomination]⁵
- (iii) Option Exercise Date: []
- (iv) Notice period:⁶ []
22. **Change of Control Put Option** [Applicable/Not Applicable]
23. **Final Redemption Amount of each Note** [] per Note [of [] Specified Denomination]⁷

³ If setting notice periods 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.

⁴ If setting notice periods 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.

⁵ Delete bracketed text in the case of Dematerialised Notes.

⁶ If setting notice periods 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.

⁷ Delete bracketed text in the case of Dematerialised Notes.

24. **Early Redemption
Amount**

(i) Early Redemption []
Amount(s) of each Note
payable on redemption for
taxation reasons
(Condition 6(h)), for
illegality (Condition 6(k))
or on event of default
(Condition 9):

(ii) Redemption for [Yes/No]
taxation reasons permitted
on days others than
Interest Payment Dates
(Condition 6(h)):

(iii) Unmatured Coupons [Yes/No/Not Applicable]
to become void upon
early redemption
(Materialised Bearer
Notes only) (Condition
7(f)):

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.*)

[Delete as appropriate]

(i) Form of [Not Applicable/specify whether Bearer dematerialised
Dematerialised Notes: 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 [Not Applicable/Temporary Global Certificate
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 [C Rules/D Rules/Not Applicable] (*Only applicable to
exemption: Materialised Notes*)

26. Financial Centre(s) [Not Applicable/give details. *Note that this item relates to*

- (Condition 7(h)): *the date and place of payment, and not interest period end dates, to which items 14 (ii) and 15(iii) relates]*
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 Instalment Notes: [Not Applicable/*give details]*
- (i) Instalment Amount(s): []
- (ii) Instalment Date(s): []
- (iii) Minimum Instalment Amount: []
- (iv) Maximum Instalment Amount: []
29. Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions [in Condition 1(d)] apply]
30. Purchase in accordance with Article L.213-1 A and D.213-1 A of the French *Code monétaire et financier*: [Not Applicable/Applicable]
31. Consolidation provisions: [Not Applicable/The provisions [in Condition 14(b)] apply]
32. Masse (Condition 11): [[No Masse]/[Full Masse]/[Contractual Masse] shall apply] (*Note that: (i) in respect of any Tranche of Notes issued outside France, Condition 11 (a) (No Masse) or (c) (Contractual Masse) may be elected by the Issuer, and (ii) in respect of any Tranche of Notes issued inside France, Condition 11(b) (Full Masse) shall apply.*
- If Condition 11 (b) (Full Masse) or (c) (Contractual Masse) applies, insert below details of Representative and alternate Representative and remuneration, if any:*
- Name and address of the Representative: []
- Name and address of the alternate Representative: []
- [The Representation will receive no remuneration/The Representative will receive a remuneration of []]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. [*Relevant third party information*] has been extracted from (*specify source*). [The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of [name of the Issuer]:

By:

Duly authorised

PART B – OTHER INFORMATION

1. (i) Listing and admission to trading

[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*specify relevant regulated market*] with effect from [].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*specify relevant regulated market*]] with effect from [].] [Not Applicable]

(ii) Estimate of total expenses related to admission to trading:

[]

(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading)

2. RATINGS

Ratings:

[[The Notes to be issued [have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]]:

[S & P: []]

[Moody's: []]

[[Other]: []]

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

*(Include appropriate Credit Rating Agency Regulation (Regulation (EC) No 1060/2009 as amended) disclosure)
[Insert one (or more) of the following options, as applicable:*

[[Insert credit rating agency/ies] [is/are] established in the European Union and [has/have each] applied for registration under Regulation (EC) No 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority]

[[Insert credit rating agency/ies] [is/are] established in the European Union and registered under Regulation (EC) No 1060/2009 (as amended)]]

[[Insert credit rating agency/ies] [is/are] not established in

the European Union and [has/have each] not applied for registration under Regulation (EC) No 1060/2009 (as amended)]]

3. [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 statement below):

“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.” *(Amend as appropriate if there are other interests)*

[(When adding any other description, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive)]

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES⁸

[(i) Reasons for the offer: []

(See [“Use of Proceeds”] wording in 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]

5. [Fixed Rate Notes only – YIELD]

Indication of yield: []

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield]

6. [Floating Rate Notes only - HISTORIC INTEREST RATES]

Details of historic [LIBOR/EURIBOR/EUR CMS replicate other as specified in the Conditions] rates can be obtained from [Reuters]]

⁸ Required for derivative securities to which Annex 12 to the Prospectus Directive Regulation applies.

7. [Inflation Linked Interest Notes only – PERFORMANCE OF INDEX AND OTHER INFORMATION CONCERNING THE UNDERLYING

(i) Name of underlying index: []

(ii) Information about the Index: []

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information]

8. OPERATIONAL INFORMATION

ISIN Code: []

Common Code: []

Any clearing system(s) [Not Applicable/give name(s) and number(s)]
other than Euroclear Bank
S.A./N.V. and Clearstream
Banking, *société anonyme*
and the relevant
identification number(s):

Delivery: Delivery [against/free of] payment

Names and addresses of []
additional Paying Agent(s)
(if any):

9. DISTRIBUTION

(i) Method of distribution: [Syndicated/Non-syndicated]

(ii) If syndicated:

(A) Names of Managers: [Not Applicable/give names]

(Include names of entities agreeing to underwrite the issue on a firm commitment basis and names 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)

(B) Stabilising Manager(s) if any: [Not Applicable/give name]

(iii) If non-syndicated, name and address of Dealer: [Not Applicable/give name]

(iv) US Selling Reg. S Compliance Category 2 applies to the Notes;

Restrictions(Categories of [TEFRA C/TEFRA D/ TEFRA not applicable]
potential investors to which
the Notes are offered):

GENERAL INFORMATION

(1) AMF visa and admission to trading of the Notes issued under the Programme

This Base Prospectus has received visa n°12-441 from the AMF on 12 September 2012. Application may be made to list and admit any Series of Notes issued hereunder to trading on Euronext Paris and/or on any other Regulated Market.

(2) Consents, Approvals and authorisations

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

Any issue of Notes by the Issuer 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 the Issuer has, on 6 December 2011, 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 the Issuer, to the extent they do not constitute *obligations*, will fall within the general powers of the *Président-Directeur Général* of the Issuer (or, should the Issuer 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.

(3) Trend information

There has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2011.

(4) No significant change in the Issuer's financial or trading position

There has been no significant change in the financial or trading position of the Issuer and the Group since 30 June 2012.

(5) Legal and arbitration proceedings

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 the Issuer is aware) against or affecting the Issuer or any of the Issuer'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 Issuer or the Group.

(6) Information concerning the underlying

In respect of derivatives securities as defined in Article 15.2 of Commission Regulation no. 809/2004, as amended, the Final Terms will indicate whether or not the Issuer intends to provide post-issuance information concerning the underlying. If the Issuer intends to report such information, the Final Terms will specify what information will be reported and where such information can be obtained.

(7) Clearing of the Notes issued under the Programme

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.

(8) Auditors

Mazars, 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 the Issuer for the years ended 31 December 2010 and 2011. Mazars, Ernst & Young et Autres and Deloitte & Associés have rendered a limited review report on the consolidated semi-annual financial statements of the Issuer for the period ended 30 June 2012. 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.

(9) Legends

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.”

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.”

**PERSON RESPONSIBLE FOR THE INFORMATION GIVEN
IN THE BASE PROSPECTUS**

I hereby certify, after having taken all reasonable care to ensure that such is the case, that the information contained in this Base Prospectus is, to the best of my knowledge, in accordance with the facts and contains no omission likely to affect its import.

The statutory auditors' report on the consolidated financial statements for the year ended 31 December 2010 set out in Section 11.3 of the 2010 GDF SUEZ Reference Document contains an observation.

GDF SUEZ

1, place Samuel de Champlain
92400 Courbevoie
France

Duly represented by:

Grégoire de Thier

Senior Financial Advisor

authorised signatory, pursuant to the power of attorney dated 29 August 2012
on 12 September 2012



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. 12-441 on 12 September 2012. 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

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United Kingdom

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Citigroup Global Markets Limited

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London E14 5LB
United Kingdom

Crédit Agricole Corporate and Investment Bank

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United Kingdom

HSBC Bank plc

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United Kingdom

Merrill Lynch International

2 King Edward Street
London EC1A 1HQ
United Kingdom

NATIXIS

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France

Société Générale

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75009 Paris
France

The Royal Bank of Scotland plc

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London EC2M 3UR
United Kingdom

**Fiscal Agent, Principal Paying Agent, Exchange Rate Agent, Redenomination Agent,
Consolidation Agent and Calculation Agent**

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United Kingdom

Registration Agent

CACEIS Corporate Trust

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Paying Agent

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1-5 rue Paul Cézanne
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Arranger

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France

Auditors

To GDF SUEZ

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41, rue Ybry
92576 Neuilly-sur-Seine Cedex
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Mazars

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France

Deloitte & Associés

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92203 Neuilly-sur-Seine Cedex
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Legal Advisers

To the Issuer

As to French law

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25, rue de Marignan
75008 Paris
France

To the Dealers

As to French law

Allen & Overy LLP

52, avenue Hoche
75008 Paris
France