

Prospectus dated 28 May 2014



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

**€1,000,000,000 Undated Non-Call 5 Year
Deeply Subordinated Fixed Rate Resettable Notes**

**€1,000,000,000 Undated Non-Call 10 Year
Deeply Subordinated Fixed Rate Resettable Notes**

The Euro 1,000,000,000 Undated Non-Call 5 Year Deeply Subordinated Fixed Rate Resettable Notes (the “**Euro 5 Year Non-Call Notes**”) and the Euro 1,000,000,000 Undated Non-Call 10 Year Deeply Subordinated Fixed Rate Resettable Notes (the “**Euro 10 Year Non-Call Notes**”) and together with the Euro 5 Year Non-Call Notes, the “**Notes**”) of GDF SUEZ (“**GDF SUEZ**” or the “**Issuer**”) will be issued on 2 June 2014 (the “**Issue Date**”). The principal and interest of the Notes constitute (subject to certain limitations described in “Status of the Notes” in the Terms and Conditions of the relevant Notes) direct, unconditional, unsecured and lowest ranking subordinated obligations (*titres subordonnés de dernier rang*) of the Issuer and rank and will rank *pari passu* among themselves and (save for certain obligations required to be preferred by French law) equally and rateably with all other present or future Deeply Subordinated Notes, but subordinated to the *titres participatifs* issued by, and the *prêts participatifs* granted to, the Issuer, and Ordinary Subordinated Notes and Unsubordinated Notes of the Issuer, as set out in “Status of the Notes” in the Terms and Conditions of the relevant Notes).

Unless previously redeemed in accordance with the “Redemption and Purchase” and subject to the further provisions described in “Interest” in the Terms and Conditions of the relevant Notes:

- (a) the Euro 5 Year Non-Call Notes will bear interest (i) from and including the Issue Date to, but excluding, the interest payment date falling on 2 June 2019 (the “**First Call Date**”), at a rate of 3.000 per cent. *per annum*, payable annually in arrear on 2 June of each year, commencing on 2 June 2015 and ending on the First Call Date; (ii) from and including the First Call Date to but excluding the final redemption of the Euro 5 Year Non-Call Notes, at a rate *per annum* which shall be equal to the relevant 5-year Swap Rate (as defined herein) plus the 5-year Non-Call Notes Margin (as defined herein), payable annually in arrear on 2 June of each year commencing on 2 June 2020; and
- (b) the Euro 10 Year Non-Call Notes will bear interest (i) from and including the Issue Date to, but excluding, the interest payment date falling on 2 June 2024 (the “**First Call Date**”), at a rate of 3.875 per cent. *per annum*, payable annually in arrear on 2 June of each year, commencing on 2 June 2015 and ending on the First Call Date; (ii) from and including the First Call Date to but excluding the final redemption of the Euro 10 Year Non-Call Notes, at a rate *per annum* which shall be equal to the relevant 10-year Swap Rate (as defined herein) plus the 10-year Non-Call Notes Margin (as defined herein) payable annually in arrear on 2 June of each year, commencing on 2 June 2025.

Payment of interest on the Notes may be deferred at the option of the Issuer under certain circumstances, as set out in “Interest - Interest Deferral” in the Terms and Conditions of the relevant Notes.

The Issuer will have the right to redeem all of the Notes of any series (but not some only of any series) on their respective First Call Date or upon any Interest Payment Date thereafter, as defined and further described in “Redemption and Purchase - Optional Redemption” in the Terms and Conditions of the relevant Notes. The Issuer may also, at its option, redeem all of the Notes of any series (but not some only of any series) at any time upon the occurrence of a Gross-Up Event, a Tax Deductibility Event, an Accounting Event, a Rating Methodology Event or a Repurchase Event, and shall redeem the Notes upon the occurrence of a Withholding Tax Event as further described in “Redemption and Purchase” in the Terms and Conditions of the relevant Notes.

This prospectus constitutes a prospectus (this “**Prospectus**”) for the purposes of Article 5.3 of Directive 2003/71/EC as amended by Directive 2010/73/EU (the “**Prospectus Directive**”) and the relevant implementing measures in France. This Prospectus has been prepared for the purposes of giving information with regard to GDF SUEZ and its fully consolidated subsidiaries taken as a whole (together with the Issuer, the “**Group**”) and the Notes which, according to the particular nature of the Issuer and the Notes, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of GDF SUEZ and the Group.

Application has been made to the *Autorité des marchés financiers* (the “**AMF**”) in France for approval of this Prospectus, in its capacity as competent authority pursuant to Article 212-2 of its *Règlement Général* which implements the Prospectus Directive.

Application has been made to Euronext Paris for the Notes to be listed and admitted to trading on Euronext Paris. 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.

The Notes will be issued in dematerialised bearer form (*au porteur*). The Notes will be issued in the denomination of €100,000. The 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 (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Notes. The Notes will, upon issue, be inscribed in the books of Euroclear France (“**Euroclear France**”) which shall credit the accounts of the Account Holders. “**Account Holder**” shall mean any intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, and includes Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depositary bank for Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”).

For the purpose of Article L.228-90 of the French *Code de commerce*, the Notes will be issued outside France.

The Issuer is currently rated A/A-1 with negative outlook by S&P and A1/P-1 with stable outlook by Moody’s. The Notes are expected to be assigned a rating of BBB+ by Standard & Poor’s Ratings Services (“**S&P**”) and a rating of A3 by Moody’s Investors Service Limited (“**Moody’s**”). Each of S&P and Moody’s is established in the European Union, is registered under Regulation (EC) No.1060/2009 on credit ratings agencies, as amended by Regulation (EU) No. 513/2011 and is included in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority (www.esma.europa.eu). Credit ratings are subject to revision, suspension or withdrawal at any time by the relevant rating organization. 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.

Printed copies of this Prospectus may be obtained, free of charge, at the registered office of the Issuer during normal business hours. Copies of this Prospectus will also be available on the website of the AMF (www.amf-france.org) and on the website of the Issuer (www.gdfsuez.com).

Prospective investors should have regard to the factors described under the section headed “Risk factors” in this Prospectus.

Joint Bookrunners, Global Coordinators and Structuring Advisers to the Issuer

Barclays

J.P. Morgan

Joint Bookrunners and Global Coordinators

Barclays

BNP PARIBAS

Deutsche Bank

HSBC

J.P. Morgan

Joint Bookrunners

Banco Bilbao Vizcaya Argentaria, S.A.

BofA Merrill Lynch

Crédit Agricole CIB

Goldman Sachs International

ING

Lloyds Bank

Mitsubishi UFJ Securities

Mizuho Securities

SMBC Nikko

**Société Générale Corporate and
Investment Banking**

The Royal Bank of Scotland

UniCredit Bank

This Prospectus is to be read and construed in conjunction with the documents incorporated by reference in this Prospectus (see “Documents Incorporated by Reference” below) which have been previously published and which shall be deemed to be incorporated by reference in, and form part of, this Prospectus (except to the extent so specified in, or to the extent inconsistent with, this Prospectus).

No person has been authorised to give any information or to make any representation other than those contained in this Prospectus in connection with the issue or sale of any 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 Managers (as defined herein). Neither the delivery of this Prospectus nor the offering, sale or delivery of the Notes shall, under any circumstances, create any implication that there has been no change in the affairs of the Group since the date hereof or that there has been no adverse change in the financial position of the Issuer or the Group since the date hereof or that any other information supplied in connection with this Prospectus 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.

Certain of the Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and their affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer’s affiliates. Certain of the Managers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Managers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes. Any such short positions could adversely affect future trading prices of Notes. The Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

The distribution of this Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Managers 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. 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 PROSPECTUS, SEE “SUBSCRIPTION AND SALE” HEREIN.

This Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer or the Managers to subscribe for, or purchase, any Notes.

In connection with the issue of the Notes, Barclays Bank plc will act as stabilising manager (the “Stabilising Manager”). The Stabilising Manager (or persons acting on behalf of the Stabilising Manager) 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 will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the Notes 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

Notes and 60 days after the date of the allotment of the Notes. Any stabilisation action or over-allotment shall be conducted in accordance with applicable laws and rules.

The Managers have not separately verified the information contained in this Prospectus. The Managers do not have any fiduciary duties to investors and therefore assume no liability or obligation to investors. None of the Managers makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Prospectus. Neither this Prospectus nor any other information incorporated by reference in this Prospectus is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer or the Managers that any recipient of this Prospectus 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 Prospectus 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 Managers undertakes to review the financial condition or affairs of the Issuer or the Group during the life of the arrangements contemplated by this Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Managers.

In this Prospectus, unless otherwise specified, references to a “Member State” are references to a Member State of the European Economic Area, references to “EUR” or “euro” or “€” are to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended.

FORWARD-LOOKING STATEMENTS

This 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.

TABLE OF CONTENTS

Section	Page
RISK FACTORS	5
GENERAL DESCRIPTION OF THE NOTES	12
DOCUMENTS INCORPORATED BY REFERENCE.....	19
TERMS AND CONDITIONS OF THE EURO 5 YEAR NON-CALL NOTES.....	23
TERMS AND CONDITIONS OF THE EURO 10 YEAR NON-CALL NOTES.....	39
USE OF PROCEEDS	56
DESCRIPTION OF THE ISSUER.....	57
RECENT DEVELOPMENTS	61
TAXATION	84
SUBSCRIPTION AND SALE	87
GENERAL INFORMATION	89
PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE PROSPECTUS	91

RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. 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 are also described below.

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

The order in which the following risks factors are presented is not an indication of the likelihood of their occurrence.

Terms used but not defined in this section shall have the same meaning as that set out in the “Terms and Conditions of the Euro 5 Year Non-Call Notes” or, as the case may be, in the “Terms and Conditions of the Euro 10 Year Non-Call Notes” and on the cover page of this Prospectus.

A. Risk Factors relating to the Issuer

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 53 to 71 of the 2013 GDF SUEZ Reference Document as incorporated by reference in this Prospectus (as defined in the section “**Documents Incorporated by Reference**” of this Prospectus).

B. Risk Factors relating to the Notes

The following paragraphs describe the main risk factors that are considered material for prospective investors in order to assess the market risk associated with the 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 the Notes and the suitability of investing in the Notes in light of their particular circumstances.

Defined terms used but not otherwise defined herein shall have the same meaning as in the Terms and Conditions of the Euro 5 Year Non-Call Notes or, as the case may be, in the Terms and Conditions of the Euro 10 Year Non-Call Notes.

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.

Each prospective investor should consult its own advisers as to legal, tax and related aspects of an investment in the Notes. A prospective investor may not rely on the Issuer or the Managers 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.

Legality of Purchase

Neither the Issuer, the Managers 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 and waivers

The Terms and Conditions of the Euro 5 Year Non-Call Notes and the Terms and Conditions of the Euro 10 Year Non-Call 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 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 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 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. On 24 March 2014, the Council of the European Union adopted a Council Directive amending and broadening the scope of the requirements described above. Member States are required to apply these new requirements from 1 January 2016. The changes will expand the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities. The Savings Directive will also apply a “look through approach” to certain payments where an individual resident in a Member State is regarded as the beneficial owner of that payment for the purposes of the Savings Directive. This approach may apply to payments made to or by, or secured for or by, persons, entities or legal arrangements (including trusts), where certain conditions are satisfied, and

may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

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). In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information under the Directive. A number of non-EU countries and territories have adopted similar measures (see “Taxation –European Union”).

Pursuant to the Terms and Conditions of the Euro 5 Year Non-Call Notes and the Terms and Conditions of the Euro 10 Year Non-Call 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.

Change of Law

The Terms and Conditions of the Euro 5 Year Non-Call Notes and the Terms and Conditions of the Euro 10 Year Non-Call are based on French laws in effect as at the date of this 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 Prospectus.

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*), a judicial reorganisation procedure (*procédure de redressement judiciaire*) or, as from 1 July 2014, an accelerated safeguard procedure (*procédure de sauvegarde accélérée*) 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 (such as the Euro Medium Term Notes programme of the Issuer) 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*), draft judicial reorganisation plan (*projet de plan de redressement*) or, as from 1 July 2014, draft accelerated safeguard plan (*plan de sauvegarde accélérée*) 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 Prospectus will not be applicable to the extent they are not in compliance with compulsory insolvency law provisions that apply in these circumstances.

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 outstanding amount of the Notes, any redemption features of the Notes, the performance of other instruments linked to the reference rates and the level, direction and volatility of interest rates generally. Such factors also will affect the market value of the Notes. In addition, certain Notes may be designed for specific investment objectives or strategies and therefore may have a more limited secondary market and experience more price volatility than conventional debt securities.

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

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 the value of the reference rate, its volatility, market interest and yield rates.

The value of the Notes and of any applicable reference rate depend 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 or the reference rate are traded. The price at which a Noteholder will be able to sell the Notes prior to redemption by the Issuer may be at a discount, which could be substantial, from the issue price or the purchase price paid by such purchaser. The historical market prices of the reference rate should not be taken as an indication of the reference rate's future performance during the life of the Notes.

Exchange rate risk and exchange controls

The Issuer will pay principal and interest on the Notes in euros. This presents certain risks relating to currency or currency unit conversions if an investor's financial activities are denominated principally in a currency or a currency unit (the "**Investor's Currency**") other than euro. These include the risk that exchange rates may significantly change (including changes due to devaluation euro 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 euro would decrease (1) the Investor's Currency equivalent yield on the relevant Notes, (2) the Investor's Currency equivalent value of the principal payable on the relevant Notes and (3) the Investor's Currency equivalent market value of the relevant Notes. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

2 Risks relating to the structure of the Notes

The Notes are lowest ranking subordinated obligations of the Issuer

The Issuer's obligations under the Notes are direct, unconditional, unsecured and lowest ranking subordinated obligations (*titres subordonnés de dernier rang*) of the Issuer and rank and will rank *pari passu* among themselves. In the event of any judgement rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer, or in the event of a transfer of the whole of the business of the Issuer (*cession totale de l'entreprise*) subsequent to the opening of a judicial recovery procedure, or if the Issuer is liquidated for any other reason, the rights of Noteholders to payment under the Notes will be subordinated to the full payment of the unsubordinated creditors of the Issuer (including holders of Unsubordinated Notes), of the ordinary subordinated creditors of the Issuer (including holders of Ordinary Subordinated Notes), of lenders in relation to *prêts participatifs* granted to the Issuer and of holders of *titres participatifs* issued by the Issuer, if and to the extent that there is still cash available for those payments. Thus, the Noteholders face a higher recovery risk than holders of unsubordinated and ordinary subordinated obligations of the Issuer.

The claims of the Noteholders under the Notes are intended to be senior only to claims of shareholders. There are currently no other instruments of the Issuer that rank junior to the Notes other than the ordinary shares of the Issuer.

The Notes are undated securities

The Notes are undated securities, with no specified maturity date. The Issuer is under no obligation to redeem or repurchase the Notes at any time, and the Noteholders have no right to require redemption of the Notes. Therefore, prospective investors should be aware that they may be required to bear the financial risks of an investment in the Notes for an indefinite period.

Deferral of interest payment

On any applicable Interest Payment Date, the Issuer may elect to defer payment in whole (but not in part) of the interest accrued to that date, and any such failure to pay shall not constitute a default by the Issuer for any purpose. Any interest in respect of the Notes not paid on an applicable Interest Payment Date will, so long as the same remains outstanding, be deferred and shall constitute Arrears of Interest and, if due for at least a year, bear interest, and shall be payable as outlined in the Terms and Conditions of the Euro 5 Year Non-Call Notes or, as the case may be, in the Terms and Conditions of the Euro 10 Year Non-Call Notes.

Early Redemption Risk

The Issuer may redeem all of the Notes of any series (but not some only) on their respective First Call Date, or upon any relevant Interest Payment Date thereafter, and at any time, following the occurrence of a Gross-Up Event, a Tax Deductibility Event, an Accounting Event, a Rating Methodology Event or a Repurchase Event, as outlined in the Terms and Conditions of the Euro 5 Year Non-Call Notes and in the Terms and Conditions of the Euro 10 Year Non-Call Notes.

The Issuer shall redeem all of the Euro 5 Year Non-Call Notes and/or the Euro 10 Year Non-Call Notes following the occurrence of a Withholding Tax Event.

In the event of an early redemption of the Notes following the occurrence of a Gross-Up Event or a Withholding Tax Event, such early redemption of the Notes will be made at the principal amount of the Notes together with any accrued interests and Arrears of Interest (including any Additional Interest Amounts thereon), as outlined in the Terms and Conditions of the Euro 5 Year Non-Call Notes and the Terms and Conditions of the Euro 10 Year Non-Call Notes. In the event of an early redemption at the option of the Issuer following the occurrence of a Tax Deductibility Event, an Accounting Event, a Rating Methodology Event or a Repurchase Event, such early redemption of the Notes will be made (i) at the Early Redemption Price, where such redemption occurs before the First

Call Date, or (ii) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after the First Call Date, as outlined in the Terms and Conditions of the Euro 5 Year Non-Call Notes and the Terms and Conditions of the Euro 10 Year Non-Call Notes.

The redemption at the option of the Issuer might negatively affect the market value of such Notes. During any period when the Issuer may elect to redeem the Notes, the market value of the Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to the First Call Date. The Issuer may also be expected to redeem the Notes when its cost of borrowing is lower than the interest rate on the Notes. There can be no assurance that, at the relevant time, Noteholders will 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. Potential investors should consider reinvestment risk in light of other investment available at that time.

There are no events of default or cross default under the Notes

The Terms and Conditions of the Notes do not provide for events of default or cross default allowing acceleration of the Notes if certain events occur. Accordingly, if the Issuer fails to meet any obligations under the Notes, including the payment of any interest, investors will not have the right of acceleration of principal. Upon a payment default, the sole remedy available to Noteholders for recovery of amounts owing in respect of any payment of principal or interest on the Notes will be the institution of proceedings to enforce such payment. Notwithstanding the foregoing, the Issuer will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

No limitation on issuing or guaranteeing debt ranking senior or pari passu with the Notes

There is no restriction on the amount of debt which the Issuer may issue or guarantee. The Issuer and its subsidiaries and affiliates may incur additional indebtedness or grant guarantees in respect of indebtedness of third parties, including indebtedness or guarantees that rank *pari passu* or senior to the obligations under and in connection with the Notes. If the Issuer's financial condition were to deteriorate, the Noteholders could suffer direct and materially adverse consequences, including loss of interest and, if the Issuer were liquidated (whether voluntarily or not), the Noteholders could suffer loss of their entire investment.

Any decline in the credit ratings of the Issuer may affect the market value of the Notes and changes in rating methodologies may lead to the early redemption of the Notes

The Notes are expected to be assigned a rating by S&P and Moody's. The rating granted by each of S&P and Moody's or any other rating assigned to the Notes may not reflect the potential impact of all risks related to structure, market 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.

In addition, each of S&P and Moody's or any other rating agency may change its methodologies for rating securities with features similar to the Notes in the future. This may include the relationship between ratings assigned to an issuer's senior securities and ratings assigned to securities with features similar to the Notes, sometimes called "notching". If the rating agencies were to change their practices for rating such securities in the future and the ratings of the Notes were to be subsequently lowered, this may have a negative impact on the trading price of the Notes.

If as a consequence of a change in the rating methodology of S&P or Moody's, the Notes are no longer eligible for the same or higher category of equity credit attributed to the Notes at the date of their issue, the Issuer may redeem all of the Notes (but not some only), as provided in "Terms and Conditions of the Euro 5 Year Non-Call Notes – Redemption and Purchase – Redemption following

a Rating Methodology Event” and in “Terms and Conditions of the Euro 10 Year Non-Call Notes – Redemption and Purchase – Redemption following a Rating Methodology Event.

Interest Rate Risk

Interest on the Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Notes.

Risk Relating to the Change in the Rate of Interest

In respect of each series of Notes, the Interest Rate will be reset as from their respective First Call Date. Such Interest Rate will be determined two Business Days before the relevant First Call Date and as such is not pre-defined at the date of issue of the Notes; it may be different from the initial Interest Rate and may adversely affect the yield of the Notes.

GENERAL DESCRIPTION OF THE NOTES

This overview is a general description of the Notes and is qualified in its entirety by the remainder of this Prospectus. For a more complete description of the Notes, including definitions of capitalised terms used but not defined in this section, please see “Terms and Conditions of the Notes”.

Issuer	GDF Suez
Securities	<p>€1,000,000,000 Undated Non-Call 5 Year Deeply Subordinated Fixed Rate Resettable Notes (the “Euro 5 Year Non-Call Notes”),</p> <p>€1,000,000,000 Undated Non-Call 10 Year Deeply Subordinated Fixed Rate Resettable Notes (the “Euro 10 Year Non-Call Notes” and together with the Euro 5 Year Non-Call Notes, the “Notes”).</p>
Maturity	Undated.
Form and Denomination	The Notes will be issued in dematerialised bearer form (<i>au porteur</i>) in the denomination of €100,000.
Issue Date	2 June 2014
Status / Ranking	<p>The Notes are deeply subordinated notes (“Deeply Subordinated Notes”) issued pursuant to the provisions of Article L.228-97 of the French <i>Code de commerce</i>. The principal and interest on the Notes constitute direct, unconditional, unsecured and lowest ranking subordinated obligations (<i>titres subordonnés de dernier rang</i>) of the Issuer and rank and will rank <i>pari passu</i> among themselves and (save for certain obligations required to be preferred by French law) equally and rateably with all other present or future Deeply Subordinated Notes (which include, for the avoidance of doubt, the undated deeply subordinated notes issued by the Issuer on 10 July 2013), but subordinated to the <i>titres participatifs</i> issued by, and the <i>prêts participatifs</i> granted to, the Issuer, and Ordinary Subordinated Notes and Unsubordinated Notes of the Issuer.</p> <p>“Ordinary Subordinated Notes” means notes, the principal and interest of which constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank and will rank <i>pari passu</i> among themselves and (save for certain obligations required to be preferred by French law) <i>pari passu</i> with all other present or future Ordinary Subordinated Notes, behind Unsubordinated Notes but in priority to the <i>prêts participatifs</i> granted to, and the <i>titres participatifs</i> issued by the Issuer and Deeply Subordinated Notes.</p> <p>“Unsubordinated Notes” means notes, the principal and interest of which are unconditional, unsubordinated and unsecured obligations of the Issuer and rank and will rank <i>pari passu</i> without preference or priority among themselves and (save for certain obligations required to be preferred by French law) equally and rateably with all other present or future unsecured and unsubordinated indebtedness, obligations and guarantees of the Issuer.</p>
Interest	<p>a) The Euro 5 Year Non-Call Notes shall bear interest on their principal amount:</p> <ul style="list-style-type: none"> • from and including the Issue Date to, but excluding, the Interest Payment Date falling on 2 June 2019 (the “First Call Date”), at a rate of 3.000 per cent. <i>per annum</i>; • from and including the First Call Date to but excluding the final redemption of the Euro 5 Year Non-Call Notes, at a rate <i>per annum</i>

which shall be equal to the relevant 5-year Swap Rate plus the 5-year Non-Call Notes Margin for each Interest Rate Period;

- each Interest Amount shall be payable annually in arrear on 2 June of each year commencing on 2 June 2015 (each an “**Interest Payment Date**”).

“**5-year Non-Call Notes Margin**” means (i) in relation to the Interest Rate applicable to the Interest Periods from, and including, the First Call Date to, but excluding, the Interest Payment Date falling on 2 June 2024, 2.330 per cent. *per annum*, (ii) in relation to the Interest Rate applicable to the Interest Periods from, and including, the Interest Payment Date falling on 2 June 2024 to, but excluding, the Interest Payment Date falling on 2 June 2039, 2.580 per cent. *per annum* and (iii) in relation to the Interest Rate applicable to the Interest Periods from and including the Interest Payment Date falling on 2 June 2039, 3.330 per cent. *per annum*.

“**5-year Swap Rate**” means, with respect to the Euro 5 Year Non-Call Notes, the mid-swap rate for a term of 5 years determined on the day falling two Business Days prior to the first day of the relevant Interest Rate Period.

- b) The Euro 10 Year Non-Call Notes shall bear interest on their principal amount:

- from and including the Issue Date to, but excluding, the Interest Payment Date falling on 2 June 2024 (the “**First Call Date**”), at a rate of 3.875 per cent. *per annum*;
- from and including the First Call Date to but excluding the final redemption of the Euro 10 Year Non-Call Notes, at a rate *per annum* which shall be equal to the relevant 10-year Swap Rate plus the 10-year Non-Call Notes Margin for each Interest Rate Period;
- each Interest Amount shall be payable annually in arrear on 2 June of each year, commencing on 2 June 2015 (each an “**Interest Payment Date**”).

“**10-year Non-Call Notes Margin**” means (i) in relation to the Interest Rate applicable to the Interest Periods from, and including, the First Call Date to, but excluding, the Interest Payment Date falling on 2 June 2044, 2.65 per cent. *per annum* and (ii) in relation to the Interest Rate applicable to the Interest Periods from, and including, the Interest Payment Date falling on 2 June 2044, 3.40 per cent. *per annum*.

“**10-year Swap Rate**” means, with respect to the Euro 10 Year Non-Call Notes, the mid-swap rate for a term of 10 years determined on the day falling two Business Days prior to the first day of the relevant Interest Rate Period.

Interest Deferral

Optional Interest Payment

Interest which accrues during an Interest Period ending on but excluding an Interest Payment Date will be due on that Interest Payment Date unless the Issuer elects to defer such payment in whole (but not in part), and the Issuer shall not have any obligation to make such payment and any failure to so pay shall not constitute a default by the Issuer under the Notes or for any other purpose.

Any interest in respect of the Notes which has been deferred on an Interest Payment Date shall constitute “**Arrears of Interest**”.

Payment of Arrears of Interest

Arrears of Interest (together with any Additional Interest Amount (as defined below)) may at the option of the Issuer be paid in whole or in part at any time, provided that all Arrears of Interest (together with the corresponding Additional Interest Amounts) in respect of all Notes for the time being outstanding shall become due and payable in full on whichever is the earliest of:

- (i) ten (10) Business Days following a Mandatory Payment Event;
- (ii) the next scheduled Interest Payment Date in respect of which the Issuer does not elect to defer interest accrued in respect of the relevant Interest Period;
- (iii) the redemption of the Notes; or
- (iv) the date upon which a judgment is made for the voluntary or judicial liquidation of the Issuer (*liquidation judiciaire* or *liquidation amiable*) or the sale of the whole of the business (*cession totale de l'entreprise*) of the Issuer or if the Issuer is liquidated for any other reason.

Each amount of Arrears of Interest shall bear interest, in accordance with Article 1154 of the French *Code civil*, as if it constituted the principal of the Notes at a rate which corresponds to the rate of interest from time to time applicable to the Notes (the “**Arrears Interest Rate**”) and the amount of such interest (the “**Additional Interest Amount**”) with respect to Arrears of Interest shall be due and payable pursuant to this paragraph and shall be calculated by the Calculation Agent applying the Arrears Interest Rate to the amount of the Arrears of Interest and otherwise *mutatis mutandis* as provided in the Conditions.

The Additional Interest Amount accrued up to any Interest Payment Date shall be added in accordance with Article 1154 of the French *Code civil* to the amount of Arrears of Interest remaining unpaid on such Interest Payment Date so that it will itself become Arrears of Interest for the purpose only of calculating the Additional Interest Amount accruing thereafter.

For the purpose hereof:

“**Equity Securities**” means (a) the ordinary shares (*actions ordinaires*) of the Issuer and (b) any other class of the Issuer’s share capital (including preference shares (*actions de préférence*)).

A “**Mandatory Payment Event**” means that:

- (i) a dividend, other distribution or payment of any nature was validly declared, paid or made in respect of any Equity Securities or any Parity Securities of the Issuer, or
- (ii) the Issuer has repurchased, redeemed, or otherwise acquired any Equity Securities or any Parity Securities of the Issuer other than, with respect to Equity Securities, in connection with the satisfaction by the Issuer of its obligations under any buy-back programme, share option, or free share allocation plan reserved for directors, officers and/or employees of the Issuer, liquidity agreement (*programme de liquidité*) or any associated hedging transaction;

save for, in each case, any compulsory dividend, other distribution, payment, repurchase, redemption or other acquisition required by the terms of such securities; and in the case of Parity Securities, any repurchase or other acquisition that was made below par.

“**Parity Securities**” means, at any time, any Deeply Subordinated Notes and any securities which rank *pari passu* with the Notes including, for the avoidance of doubt, the undated deeply subordinated notes issued by the Issuer on 10 July 2013. The term Parity Securities shall apply *mutatis mutandis* to any instruments issued by any Subsidiary of the Issuer, where relevant, provided that each such instrument shall qualify as Parity Securities only to the extent such instrument is guaranteed by the Issuer or the Issuer otherwise assumes liability for it, and the Issuer’s obligations under the relevant guarantee or other assumption of liability rank *pari passu* with the Issuer’s obligations under Parity Securities.

“**Subsidiary**” means any fully consolidated subsidiary (as defined in Article L.233-1 of the French *Code de commerce*) of the Issuer.

Taxation	All payments in respect of the Notes shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the French Republic or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law.
Additional Amounts	If applicable law should require that payments of principal or interest made by the Issuer in respect of any Note 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 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 in certain circumstances as more fully described in the Conditions.
Final Redemption	Subject to any early redemption described below, the Notes are undated securities with no specified maturity date.
Optional Redemption at the option of the Issuer	The Issuer will have the right to redeem all of the Notes (but not some only) on the First Call Date or upon any Interest Payment Date thereafter. Such early redemption of the Notes will be made at their principal amount together with any accrued interest and Arrears of Interest (including any Additional Interest Amounts thereon).
Early Redemption following a Gross-Up Event	If, by reason of a change in French law or regulation, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment due in respect of the Notes, not be able to make such payment without having to pay Additional Amounts (a “ Gross-Up Event ”), the Issuer may at any time, redeem all of the Notes (but not some only) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal and interest without withholding for French taxes.
Early Redemption following a Withholding Tax	If the Issuer would on the occasion of the next payment in respect of the Notes be prevented by French law from making payment to the Noteholders of the full amount then due and payable (a “ Withholding Tax Event ”), notwithstanding the undertaking to pay Additional Amounts, then the Issuer shall forthwith give notice of

Event	such fact to the Fiscal Agent and the Issuer shall redeem all of the Notes (but not some only) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) on the latest practicable date on which the Issuer could make payment of the full amount payable in respect of the Notes without withholding for French taxes, or, if such date is past, as soon as practicable thereafter.
Early Redemption following a Tax Deductibility Event	If, an opinion of a recognised law firm of international standing has been delivered to the Issuer and the Fiscal Agent, stating that by reason of a change in French law or regulation, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the tax regime of any payments under the Notes is modified and such modification results in the part of the interest payable by the Issuer in respect of the Notes that is tax-deductible being reduced (a “ Tax Deductibility Event ”), the Issuer may, at its option, at any time redeem all of the Notes (but not some only) at (i) the Early Redemption Price (as defined below) where such redemption occurs before the First Call Date, or (ii) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after the First Call Date, provided that the effective date of redemption of which notice hereunder may be given shall be no earlier than the latest practicable date preceding the effective date on which the tax regime of interest payments under the Notes is modified.
Early Redemption following an Accounting Event	<p>If an Accounting Event shall occur after the Issue Date, the Issuer may at its option redeem all the Notes (but not some only) at any time, at (i) the Early Redemption Price (as defined below) where such redemption occurs before the First Call Date, or (ii) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after the First Call Date, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the last day before the date on which the proceeds of the Notes must not or must no longer be recorded as “equity” pursuant to IFRS (as defined below) or any other accounting standards that may replace IFRS for the purposes of the annual consolidated financial statements of the Issuer.</p> <p>“Accounting Event” means that an opinion of a recognised accountancy firm of international standing has been delivered to the Issuer and the Fiscal Agent, stating that as a result of a change in the accounting rules or methodology effective after the Issue Date, the funds raised through the issue of the Notes must not or must no longer be recorded as “equity” pursuant to the International Financial Reporting Standards (“IFRS”) or any other accounting standards that may replace IFRS for the purposes of the annual consolidated financial statements of the Issuer.</p>
Early Redemption following a Rating Methodology Event	<p>If a Rating Methodology Event shall occur after the Issue Date, the Issuer may at its option redeem all the Notes (but not some only) at any time, at (i) the Early Redemption Price (as defined below) where such redemption occurs before the First Call Date, or (ii) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after the First Call Date, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the last day before the date on which the Notes will no longer be eligible for the same or higher category of equity credit.</p> <p>For the purpose hereof:</p> <p>“Rating Methodology Event” means that the Issuer certifies in a notice to the</p>

Noteholders that an amendment, clarification or change has occurred in the equity credit criteria of any Rating Agency from whom the Issuer is assigned sponsored ratings, which amendment, clarification or change results in a lower equity credit for the Notes than the then respective equity credit assigned on the Issue Date, or if equity credit is not assigned on the Issue Date, at the date when the equity credit is assigned for the first time.

“Rating Agency” means any of the following: Moody’s Investors Service Limited, Standard & Poor’s Ratings Services, any other rating agency of equivalent international standing requested from time to time by the Issuer to grant a rating to the Issuer and/or the Notes and in each case, any of their respective successors to the rating business thereof.

Early Redemption Price

“Early Redemption Price” means 101 per cent. of the principal amount of the Notes, together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) up to the Early Redemption Date of the Notes.

“Early Redemption Date” means the effective date of redemption of the Notes made in accordance with this Condition.

Purchase

The Issuer may at any time purchase Notes together with rights to interest and any other amounts relating thereto in the open market or otherwise at any price subject to applicable laws and regulations. All Notes so purchased will forthwith be cancelled.

In the event that at least 80 per cent. of the initial aggregate principal amount of the Notes has been purchased by the Issuer (a **“Repurchase Event”**), the Issuer may, at its option, at any time, redeem all of the outstanding Notes (but not some only) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon).

Negative Pledge

There will be no negative pledge in respect of the Notes.

Enforcement Events, no Events of Default and no Cross Default

There will be no events of default in respect of the Notes. There will be no cross default under the Notes.

However, each Note shall become immediately due and payable at its principal amount, together with accrued interest thereon, if any, to the date of payment and any Arrears of Interest (including any Additional Interest Amounts thereon), in the event that a judgement is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer, or in the event of a transfer of the whole of the business of the Issuer (*cession totale de l’entreprise*) subsequent to the opening of a judicial recovery procedure, or if the Issuer is liquidated for any other reason. No payments will be made to holders of any class of the share capital of the Issuer before all amounts due, but unpaid, to all Noteholders have been paid by the Issuer.

Representation of Noteholders

The Noteholders will be grouped automatically for the defence of their respective common interests in a *masse* governed by the provisions of the French *Code de commerce* subject to certain exceptions and provisions (the **“Masse”**). The Masse will be a separate legal entity, and will be acting in part through one representative and in part through a general meeting of the Noteholders.

Listing

Application will be made for the Notes to be listed and admitted to trading on Euronext Paris. Such listing and admission to trading are expected to occur as of the Issue Date or as soon as practicable thereafter.

Selling Restrictions

There are restrictions on the offer and sale of the Notes and the distribution of offering material, including in the United States of America, the United Kingdom and France.

Governing law	The Notes will be governed by, and construed in accordance with, French law.
Settlement	Euroclear France.
Fiscal Agent, Principal Paying Agent and Calculation Agent	Citibank, N.A., London Branch.

DOCUMENTS INCORPORATED BY REFERENCE

This Prospectus should be read and construed in conjunction with the document and sections referred to in (1) and (2) below which shall be incorporated by reference in, and form part of, this Prospectus:

- (1) the sections referred to in the table below which are extracted from the 2013 Reference Document of GDF SUEZ in the English language which is the translation of the French language *Document de Référence* 2013 of GDF SUEZ which was filed with the AMF under no. D.14-0176 on 20 March 2014. Such document is referred to in the Prospectus as the “**2013 GDF SUEZ Reference Document**”. Any reference in the Prospectus or in the information incorporated by reference to the 2013 GDF SUEZ Reference Document will be deemed to include those sections only;
- (2) the sections referred to in the table below which are extracted from the 2012 Reference Document of GDF SUEZ in the English language which is the translation of the French language *Document de Référence* 2012 of GDF SUEZ which was filed with the AMF under visa no. D.13-0206 on 22 March 2013. Such document is referred to in the Prospectus as the “**2012 GDF SUEZ Reference Document**”. Any reference in the Prospectus or in the information incorporated by reference to the 2012 Reference Document of GDF SUEZ will be deemed to include those sections only,

save that any statement contained in this Prospectus or in a document or sections which are incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein 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 Prospectus.

Any reference in the Prospectus to the 2013 GDF SUEZ Reference Document and the 2012 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:

Rule	Prospectus Regulation Annex IX	Information incorporated by reference in respect of GDF SUEZ	Page
3	RISK FACTORS		
3.1	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”.	2013 GDF SUEZ Reference Document	pages 53 to 70
4	INFORMATION ABOUT THE ISSUER		
4.1	<u>History and development of the Issuer:</u>		
4.1.1	the legal and commercial name of the issuer;	2013 GDF SUEZ Reference Document	page 4
4.1.2	the place of registration of the issuer and its registration number;	2013 GDF SUEZ Reference Document	pages 4 and 5
4.1.3	the date of incorporation and the length of life of the issuer, except where indefinite;	2013 GDF SUEZ Reference Document	page 4

Rule	Prospectus Regulation Annex IX	Information incorporated by reference in respect of GDF SUEZ	Page
4.1.4	the domicile and legal form of the issuer, the legislation under which the issuer operates, its country of incorporation, and the address and telephone number of its registered office (or principal place of business if different from its registered office);	2013 GDF SUEZ Reference Document	pages 4 to 5
4.1.5	any recent events particular to the issuer which are to a material extent relevant to the evaluation of the issuer's solvency.	2013 GDF SUEZ Reference Document	pages 14 to 45
5	BUSINESS OVERVIEW		
5.1	<u>Principal activities:</u>		
5.1.1	A description of the issuer's principal activities stating the main categories of products sold and/or services performed;	2013 GDF SUEZ Reference Document	pages 4 to 7, 10 to 13 and 14 to 45
5.1.2	The basis for any statements made by the issuer regarding its competitive position.	2013 GDF SUEZ Reference Document	page 8
6	ORGANISATIONAL STRUCTURE		
6.1	If the issuer is part of a group, a brief description of the group and of the issuer's position within it.	2013 GDF SUEZ Reference Document	pages 5 to 6, 309 to 314 and 362 to 363
9	ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES		
9.1	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: (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.	2013 GDF SUEZ Reference Document	pages 104 to 122 and 130 to 131
9.2	<u>Administrative, Management, and Supervisory bodies conflicts of interests</u> Potential conflicts of interests between any duties to the issuing entity of the persons referred to in item 9.1 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.	2013 GDF SUEZ Reference Document	pages 117 to 118 and 124 to 128
10	MAJOR SHAREHOLDERS		
10.1	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.	2013 GDF SUEZ Reference Document	pages 171 to 172
10.2	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.	2013 GDF SUEZ Reference Document	page 172
11	FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES		
11.1	<u>Historical Financial Information</u> 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 s, or if not applicable to a Member's State 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. Otherwise, the following information must be included	2013 GDF SUEZ Reference Document 2012 GDF SUEZ Reference Document	pages 186 to 190 and 195 to 317 pages 207 to 330

Rule	Prospectus Regulation Annex IX	Information incorporated by reference in respect of GDF SUEZ	Page
	<p>in the registration document:</p> <p>(a) a prominent statement that the financial information included in the registration document has not been prepared in accordance with the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1606/2002 and that there may be material differences in the financial information had Regulation (EC) No 1606/2002 been applied to the historical financial information</p> <p>(b) immediately following the historical financial information a narrative description of the differences between the international accounting standards adopted pursuant to the procedure of Article 3 of Regulation (EC) No 1606/2002 and the accounting principles adopted by the issuer in preparing its annual financial statements</p> <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.</p> <p>If the audited financial information is prepared according to national accounting standards, the financial information required under this heading must include at least the following:</p> <p>(a) the balance sheet;</p> <p>(b) the income statement;</p> <p>(c) the accounting policies and explanatory notes.</p> <p>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. Otherwise, the following information must be included in the registration document:</p> <p>a) a prominent statement disclosing which auditing standards have been applied;</p> <p>b) an explanation of any significant departures from International Standards on Auditing</p>	<p>2013 GDF SUEZ Reference Document</p> <p>2012 GDF SUEZ Reference Document</p> <p>2013 GDF SUEZ Reference Document</p> <p>2012 GDF SUEZ Reference Document</p> <p>2013 GDF SUEZ Reference Document</p> <p>2012 GDF SUEZ Reference Document</p> <p>2013 GDF SUEZ Reference Document</p> <p>2012 GDF SUEZ Reference Document</p> <p>2013 GDF SUEZ Reference Document</p> <p>2012 GDF SUEZ Reference Document</p>	<p>pages 198 to 199</p> <p>pages 210 to 211</p> <p>pages 187 and 196 to 197</p> <p>page 209</p> <p>pages 203 to 315</p> <p>pages 216 to 328</p> <p>pages 193, 203 to 216 and 316 to 317</p> <p>pages 216 to 229 and 329 to 330</p> <p>not applicable</p> <p>not applicable</p>
11.2	<p><u>Financial statements</u></p> <p>If the issuer prepares both own and consolidated financial statements,</p>	2013 GDF SUEZ Reference Document	pages 319 to 368

Rule	Prospectus Regulation Annex IX	Information incorporated by reference in respect of GDF SUEZ	Page
	include at least the consolidated financial statements in the registration document.	2012 GDF SUEZ Reference Document	pages 331 to 377
11.3	<u>Auditing of historical annual financial information</u>		
11.3.1	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.	2013 GDF SUEZ Reference Document 2012 GDF SUEZ Reference Document	pages 316 to 317 and 367 to 368 pages 329 to 330 and 377
12	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.	2013 GDF SUEZ Reference Document	pages 194 and 217 to 224

TERMS AND CONDITIONS OF THE EURO 5 YEAR NON-CALL NOTES

The terms and conditions of the Euro 5 Year Non-Call Notes will be as follows:

The issue outside the Republic of France of the €1,000,000,000 Undated 5 Year Non-Call Deeply Subordinated Fixed Rate Resetable Notes (the “**Euro 5 Year Non-Call Notes**”) of GDF Suez (the “**Issuer**”) has been authorised by a resolution of the Board of Directors (*Conseil d’administration*) of the Issuer held on 19 May 2014 and a decision of the Chief Executive Officer (*Président Directeur Général*) of the Issuer dated 23 May 2014. The Issuer has entered into a fiscal agency agreement (the “**Agency Agreement**”) dated 28 May 2014 with Citibank, N.A., London Branch as fiscal agent, principal paying agent and calculation agent. The fiscal agent and principal paying agent, the calculation agent and the paying agent for the time being are respectively referred to in these Conditions as the “**Fiscal Agent**”, the “**Principal Paying Agent**”, the “**Calculation Agent**” and the “**Paying Agent**” (which expression shall include the Principal Paying Agent), each of which expression shall include the successors from time to time of the relevant persons, in such capacities, under the Agency Agreement, and are collectively referred to as the “**Agents**”. Copies of the Agency Agreement are available for inspection at the specified offices of the Paying Agent. References to “**Conditions**” are, unless the context otherwise requires, to the numbered paragraphs below.

1 Form, Denomination and Title

The Euro 5 Year Non-Call Notes are issued on 2 June 2014 (the “**Issue Date**”) in dematerialised bearer form (*au porteur*) in the denomination of €100,000 each. Title to the Euro 5 Year Non-Call 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 (*inscription 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 Euro 5 Year Non-Call Notes.

The Euro 5 Year Non-Call Notes will, upon issue, be inscribed in the books of Euroclear France (“**Euroclear France**”), which shall credit the accounts of the Account Holders. For the purpose of these Conditions, “**Account Holders**” shall mean any intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, and includes Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depositary bank for Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”).

Title to the Euro 5 Year Non-Call Notes shall be evidenced by entries in the books of Account Holders and will pass upon, and transfer of Euro 5 Year Non-Call Notes may only be effected through, registration of the transfer in such books.

2 Status of the Notes Euro 5 Year Non-Call Notes

2.1 Deeply Subordinated Notes

The Euro 5 Year Non-Call Notes are deeply subordinated notes (“**Deeply Subordinated Notes**”) issued pursuant to the provisions of Article L.228-97 of the French *Code de commerce*. The principal and interest on the Euro 5 Year Non-Call Notes constitute direct, unconditional, unsecured and lowest ranking subordinated obligations (*titres subordonnés de dernier rang*) of the Issuer and rank and will rank *pari passu* among themselves and (save for certain obligations required to be preferred by French law) equally and rateably with all other present or future Deeply Subordinated Notes (which include, for the avoidance of

doubt, the undated deeply subordinated notes issued by the Issuer on 10 July 2013 and the €1,000,000,000 Undated Non-Call 10 Year Deeply Subordinated Fixed Rate Resetable Notes issued on 2 June 2014), but subordinated to the *titres participatifs* issued by, and the *prêts participatifs* granted to, the Issuer, and Ordinary Subordinated Notes and Unsubordinated Notes of the Issuer.

“**Ordinary Subordinated Notes**” means notes, the principal and interest of which constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and (save for certain obligations required to be preferred by French law) *pari passu* with all other present or future Ordinary Subordinated Notes, behind Unsubordinated Notes but in priority to the *prêts participatifs* granted to, and the *titres participatifs* issued by the Issuer and Deeply Subordinated Notes.

“**Unsubordinated Notes**” means notes, the principal and interest of which are unconditional, unsubordinated and 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 French law) equally and rateably with all other present or future unsecured and unsubordinated indebtedness, obligations and guarantees of the Issuer.

2.2 Payment on the Euro 5 Year Non-Call Notes in the event of the liquidation of the Issuer

If any judgement is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer, or in the event of a transfer of the whole of the business of the Issuer (*cession totale de l'entreprise*) subsequent to the opening of a judicial recovery procedure, or if the Issuer is liquidated for any other reason, the payments of the creditors of the Issuer shall be made in the following order of priority (in each case subject to the payment in full of priority creditors):

- unsubordinated creditors of the Issuer (including holders of Unsubordinated Notes);
- ordinary subordinated creditors of the Issuer (including holders of Ordinary Subordinated Notes);
- lenders in relation to *prêts participatifs* granted to the Issuer;
- holders of *titres participatifs* issued by the Issuer; and
- deeply subordinated creditors of the Issuer (including holders of Deeply Subordinated Notes).

In the event of liquidation of the Issuer, the Euro 5 Year Non-Call Notes shall rank in priority to any payments to holders of Equity Securities.

“**Equity Securities**” means (a) the ordinary shares (*actions ordinaires*) of the Issuer and (b) any other class of the Issuer’s share capital (including preference shares (*actions de préférence*)).

In the event of incomplete payment of unsubordinated creditors, the obligations of the Issuer in connection with any present or future Deeply Subordinated Notes (including the Euro 5 Year Non-Call Notes) shall be terminated. The holders of Deeply Subordinated Notes (including the Euro 5 Year Non-Call Notes) shall take all steps necessary for the orderly accomplishment of any collective proceedings or voluntary liquidation.

3 Negative Pledge

There will be no negative pledge in respect of the Euro 5 Year Non-Call Notes.

4 Interest

4.1 General

Unless previously redeemed in accordance with the Conditions and subject to the further provisions of this Condition (in particular, but not limited to Condition 4.5), the Euro 5 Year Non-Call Notes shall bear interest on their principal amount:

- (i) from and including the Issue Date to, but excluding, the Interest Payment Date falling on 2 June 2019 (the “**First Call Date**”), at a rate of 3.000 per cent. *per annum*;
- (ii) from and including the First Call Date to but excluding the final redemption of the Euro 5 Year Non-Call Notes, at a rate *per annum* which shall be equal to the relevant Reference Rate plus the relevant 5-year Non-Call Notes Margin for each Interest Rate Period.

Each Interest Amount shall be payable annually in arrear on 2 June of each year, commencing on 2 June 2015 (each an “**Interest Payment Date**”), provided, however, that if any Interest Payment Date would otherwise fall on a date which is not a Business Day, the relevant payment will be postponed to the next Business Day and no interest shall accrue nor be payable as a result of such postponement.

For the purpose hereof:

“**Business Day**” means any day (other than a Saturday or a Sunday) which is a TARGET 2 Settlement Day.

“**Interest Period**” means the period from and including an Interest Payment Date (or the Issue Date as the case may be) to but excluding the next Interest Payment Date (or the first Interest Payment Date, as the case may be).

“**Interest Rate Period**” means each period beginning on (and including) a Reset Date and ending on (but excluding) the next succeeding Reset Date.

“**Reference Bank Rate**” means the percentage rate determined on the basis of the 5-year Swap Rate Quotations provided by at least five leading swap dealers in the interbank market (the “**Reference Banks**”) to the Calculation Agent at its request at approximately 11:00 a.m. (Central European time), on the relevant Interest Rate Determination Date. If one quotation is provided, the Reference Bank Rate will be such quotation. If two or more quotations are provided, the Reference Bank Rate will be the arithmetic mean of the quotations, eliminating, if at least three quotations are provided, the highest quotation (or, in the event of equality one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If the Reference Bank Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the applicable Reference Bank Rate shall be equal to the last 5-year Swap Rate available on the Screen Page as determined by the Calculation Agent.

“**Reference Rate**” means the 5-year Swap Rate determined on the day falling two Business Days prior to the first day of the relevant Interest Rate Period (each an “**Interest Rate Determination Date**”).

“**Reset Date**” means the First Call Date and each 5th anniversary thereof.

“**5-year Non-Call Notes Margin**” means (i) in relation to the Interest Rate applicable to the Interest Periods from, and including, the First Call Date to, but excluding, the Interest Payment Date falling on 2 June 2024, 2.330 per cent. *per annum*, (ii) in relation to the Interest Rate applicable to the Interest Periods from, and including, the Interest Payment Date falling on 2 June 2024 to, but excluding, the Interest Payment Date falling on 2 June 2039, 2.580 per cent. *per annum* and (iii) in relation to the Interest Rate applicable to the

Interest Periods from and including the Interest Payment Date falling on 2 June 2039, 3.330 per cent. *per annum*.

“5-year Swap Rate” means the mid-swap rate for a term of 5 years as displayed on Reuters screen “ISDAFIX2” as at 11:00 a.m. (Central European time) (the **“Screen Page”**). In the event that the 5-year Swap Rate does not appear on the Screen Page on the relevant Interest Rate Determination Date, the 5-year Swap Rate will be the Reference Bank Rate on such Interest Rate Determination Date.

The **“5-year Swap Rate Quotations”** means the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating euro interest rate swap which (i) has a term of 5 years commencing on the first day of the relevant Interest Rate Period, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the 6-month EURIBOR rate (calculated on an Actual/360 day count basis).

“TARGET 2 Settlement Day” means any day on which the TARGET 2 System is operating.

“TARGET 2 System” means the Trans-European Automated Real-Time Gross Settlement Express Transfer System or any successor thereto.

Promptly after the determination of the Reference Rate, the Calculation Agent shall determine the Interest Rate for each Note and calculate the relevant Interest Amount.

The Calculation Agent will cause the Interest Rate and the relevant Interest Amount payable per Note to be notified to the Issuer, the Fiscal Agent and Principal Paying Agent and, if required by the rules of Euronext Paris or any other stock exchange on which the Euro 5 Year Non-Call Notes are listed from time to time, to such stock exchange, and to holders of Euro 5 Year Non-Call Notes (the **“Noteholders”** and each a **“Noteholder”**) in accordance with Condition 10 without undue delay, but, in any case, not later than on the fourth Business Day after its determination.

4.2 Calculation of the Interest Amount

The amount of interest (the **“Interest Amount”**) payable on each Euro 5 Year Non-Call Note and on each Interest Payment Date will be the product of the principal amount of such Note and the applicable Interest Rate, multiplied by the Actual/Actual (ICMA) day count fraction and rounding the resulting figure, if necessary, to the nearest cent (half a cent being rounded upwards).

“Actual/Actual (ICMA)” means:

- if interest is required to be calculated for a period that is equal to or shorter than the Interest Period to which it applies, the number of days in the relevant period divided by the number of days in the Interest Period in which the relevant period falls;
- if interest is required to be calculated for a period of more than one year, the sum of (a) the number of days of the relevant period falling in the Interest Period in which it begins divided by the total number of days in such Interest Period and (b) the number of days of the relevant period falling in the next Interest Period divided by the total number of days in such next Interest Period (including the first such day but excluding the last).

“Interest Rate” means the rate of interest applicable to the Euro 5 Year Non-Call Notes, from time to time.

4.3 Notifications, etc. to be final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4, whether by the Reference Banks (or any of them) or the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Calculation Agent, the Fiscal Agent and all Noteholders.

4.4 Calculation Agent

The Agency Agreement provides that the Issuer may at any time terminate the appointment of the Calculation Agent and appoint a substitute Calculation Agent provided that so long as any of the Euro 5 Year Non-Call Notes remain outstanding, there shall at all times be a Calculation Agent for the purposes of the Euro 5 Year Non-Call Notes having a specified office in a major European city. In the event of the appointed office of any bank being unable or unwilling to continue to act as the Calculation Agent or failing duly to determine the Interest Amount for any Interest Period, the Issuer shall appoint the European office of another leading bank engaged in the Euro-zone or London interbank market to act in its place. The Calculation Agent may not resign its duties or be removed without a successor having been appointed. The Calculation Agent shall act as an independent expert and not as agent for the Issuer or the Noteholders.

Notice of any change of Calculation Agent or any change of specified office shall promptly be given as soon as reasonably practicable to the Noteholders in accordance with Condition 10 and, so long as the Euro 5 Year Non-Call Notes are listed on Euronext Paris and if the rules applicable to such stock exchange so require, to such stock exchange.

4.5 Interest Deferral

(a) *Optional Interest Payment*

Interest which accrues during an Interest Period ending on but excluding an Interest Payment Date will be due on that Interest Payment Date unless the Issuer, by giving notice to the Noteholders in accordance with sub-paragraph (c) below, elects to defer such payment in whole (but not in part), and the Issuer shall not have any obligation to make such payment and any failure to so pay shall not constitute a default by the Issuer under the Euro 5 Year Non-Call Notes or for any other purpose.

Any interest in respect of the Euro 5 Year Non-Call Notes which has not been paid in accordance with this paragraph will be deferred and shall constitute “**Arrears of Interest**” and shall be payable as outlined below.

(b) *Payment of Arrears of Interest*

Arrears of Interest (together with any Additional Interest Amount (as defined below)) may at the option of the Issuer be paid in whole or in part at any time, provided that all Arrears of Interest (together with the corresponding Additional Interest Amounts) in respect of all Euro 5 Year Non-Call Notes for the time being outstanding shall become due and payable in full on whichever is the earliest of:

- (i) ten (10) Business Days following a Mandatory Payment Event;
- (ii) the next scheduled Interest Payment Date in respect of which the Issuer does not elect to defer interest accrued in respect of the relevant Interest Period;

- (iii) the redemption of the Euro 5 Year Non-Call Notes; or
- (iv) the date upon which a judgment is made for the voluntary or judicial liquidation of the Issuer (*liquidation judiciaire* or *liquidation amiable*) as contemplated under Condition 8 or the sale of the whole of the business (*cession totale de l'entreprise*) of the Issuer or if the Issuer is liquidated for any other reason.

Each amount of Arrears of Interest shall bear interest, in accordance with Article 1154 of the French *Code civil*, as if it constituted the principal of the Euro 5 Year Non-Call Notes at a rate which corresponds to the rate of interest from time to time applicable to the Euro 5 Year Non-Call Notes (the “**Arrears Interest Rate**”) and the amount of such interest (the “**Additional Interest Amount**”) with respect to Arrears of Interest shall be due and payable pursuant to this paragraph (b) and shall be calculated by the Calculation Agent applying the Arrears Interest Rate to the amount of the Arrears of Interest and otherwise *mutatis mutandis* as provided in the foregoing provisions of this Condition.

The Additional Interest Amount accrued up to any Interest Payment Date shall be added in accordance with Article 1154 of the French *Code civil* to the amount of Arrears of Interest remaining unpaid on such Interest Payment Date so that it will itself become Arrears of Interest, for the purpose only of calculating the Additional Interest Amount accruing thereafter.

For the purpose hereof:

A “**Mandatory Payment Event**” means that:

- (i) a dividend, other distribution or payment of any nature was validly declared, paid or made in respect of any Equity Securities or any Parity Securities of the Issuer, or
- (ii) the Issuer has repurchased, redeemed, or otherwise acquired any Equity Securities or any Parity Securities of the Issuer other than, with respect to Equity Securities, in connection with the satisfaction by the Issuer of its obligations under any buy-back programme, share option, or free share allocation plan reserved for directors, officers and/or employees of the Issuer, liquidity agreement (*programme de liquidité*) or any associated hedging transaction;

save for, in each case, any compulsory dividend, other distribution, payment, repurchase, redemption or other acquisition required by the terms of such securities; and in the case of Parity Securities, any repurchase or other acquisition that was made below par.

“**Parity Securities**” means, at any time, any Deeply Subordinated Notes and any securities which rank *pari passu* with the Euro 5 Year Non-Call Notes including, for the avoidance of doubt, the undated deeply subordinated notes issued by the Issuer on 10 July 2013 and the €1,000,000,000 Undated Non-Call 10 Year Deeply Subordinated Fixed Rate Resettable Notes issued on 2 June 2014. The term Parity Securities shall apply *mutatis mutandis* to any instruments issued by any Subsidiary of the Issuer, where relevant, provided that each such instrument shall qualify as Parity Securities only to the extent such instrument is guaranteed by the Issuer or the Issuer otherwise assumes liability for it, and the Issuer’s obligations under the relevant guarantee or other assumption of liability rank *pari passu* with the Issuer’s obligations under Parity Securities.

“**Subsidiary**” means any fully consolidated subsidiary (as defined in Article L.233-1 of the French *Code de commerce*) of the Issuer.

(c) *Notice of Deferral and Payment of Arrears of Interests*

Notice of (i) deferral of any interest under the Euro 5 Year Non-Call Notes on any Interest Payment Date and (ii) any date upon which amounts in respect of Arrears of Interest and/or Additional Interest Amounts shall become due and payable shall be given to the Noteholders in accordance with Condition 10, and the Fiscal Agent and the Calculation Agent at least five (5) Business Days in Paris and in London, but no more than thirty (30) Business Days in Paris and in London, prior to such Interest Payment Date or date. So long as the Euro 5 Year Non-Call Notes are listed on Euronext Paris and the rules applicable to such stock exchange so require, notice of any such deferral shall also be given as soon as reasonably practicable to such stock exchange.

5 Redemption and Purchase

The Euro 5 Year Non-Call Notes may not be redeemed otherwise than in accordance with this Condition.

5.1 Final Redemption

Subject to any early redemption described below, the Euro 5 Year Non-Call Notes are undated securities with no specified maturity date.

5.2 Optional Redemption

The Issuer will have the right to redeem all of the Euro 5 Year Non-Call Notes (but not some only) on the First Call Date or upon any Interest Payment Date thereafter, subject to having given not more than sixty (60) nor less than thirty (30), calendar days' prior notice to the Noteholders (which notice shall be irrevocable). Such early redemption of the Euro 5 Year Non-Call Notes will be made at their principal amount together with any accrued interest and Arrears of Interest (including any Additional Interest Amounts thereon).

5.3 Redemption for Taxation Reasons

- (i) If, by reason of a change in French law or regulation, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment due in respect of the Euro 5 Year Non-Call Notes, not be able to make such payment without having to pay additional amounts as specified in Condition 7 below (a **"Gross-Up Event"**), the Issuer may at any time, subject to having given not more than sixty (60) nor less than thirty (30) calendar days' prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 10, redeem all of the Euro 5 Year Non-Call Notes (but not some only) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal and interest without withholding for French taxes.
- (ii) If the Issuer would on the occasion of the next payment in respect of the Euro 5 Year Non-Call Notes be prevented by French law from making payment to the Noteholders of the full amount then due and payable (a **"Withholding Tax Event"**), notwithstanding the undertaking to pay additional amounts contained in Condition 7 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 calendar days' prior notice to the Noteholders in accordance with Condition 10

redeem all of the Euro 5 Year Non-Call Notes (but not some only) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) on the latest practicable date on which the Issuer could make payment of the full amount payable in respect of the Euro 5 Year Non-Call Notes without withholding for French taxes, or, if such date is past, as soon as practicable thereafter.

- (iii) If an opinion of a recognised law firm of international standing has been delivered to the Issuer and the Fiscal Agent, stating that by reason of a change in French law or regulation, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the tax regime of any payments under the Euro 5 Year Non-Call Notes is modified and such modification results in the part of the interest payable by the Issuer in respect of the Euro 5 Year Non-Call Notes that is tax-deductible being reduced (a “**Tax Deductibility Event**”), the Issuer may, at its option, at any time (subject to having given not more than sixty (60) nor less than thirty (30) calendar days’ notice to Noteholders (which notice shall be irrevocable) in accordance with Condition 10), redeem all of the Euro 5 Year Non-Call Notes (but not some only) at (i) the Early Redemption Price (as defined below) where such redemption occurs before the First Call Date, or (ii) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after the First Call Date, provided that the effective date of redemption of which notice hereunder may be given shall be no earlier than the latest practicable date preceding the effective date on which the tax regime of interest payments under the Euro 5 Year Non-Call Notes is modified.

5.4 Redemption following an Accounting Event

If an Accounting Event shall occur after the Issue Date, the Issuer may at its option redeem all the Euro 5 Year Non-Call Notes (but not some only) at any time, subject to the Issuer having given the Noteholders not less than thirty (30), or more than sixty (60), Business Days’ prior notice (which notice shall be irrevocable) in accordance with Condition 10, at (i) the Early Redemption Price (as defined below) where such redemption occurs before the First Call Date, or (ii) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after the First Call Date; provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the last day before the date on which the proceeds of the Euro 5 Year Non-Call Notes must not or must no longer be recorded as “equity” pursuant to IFRS (as defined below) or any other accounting standards that may replace IFRS for the purposes of the annual consolidated financial statements of the Issuer.

“**Accounting Event**” means that an opinion of a recognised accountancy firm of international standing has been delivered to the Issuer and the Fiscal Agent, stating that, as a result of a change in the accounting rules or methodology effective after the Issue Date, the funds raised through the issue of the Euro 5 Year Non-Call Notes must not or must no longer be recorded as “equity” pursuant to the International Financial Reporting Standards (“**IFRS**”) or any other accounting standards that may replace IFRS for the purposes of the annual consolidated financial statements of the Issuer.

5.5 Redemption following a Rating Methodology Event

If a Rating Methodology Event shall occur after the Issue Date, the Issuer may at its option redeem all the Euro 5 Year Non-Call Notes (but not some only) at any time, subject to the Issuer having given the

Noteholders not less than thirty (30), or more than sixty (60), Business Days' prior notice (which notice shall be irrevocable) in accordance with Condition 10, at (i) the Early Redemption Price (as defined below) where such redemption occurs before the First Call Date, or (ii) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after the First Call Date provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the last day before the date on which the Euro 5 Year Non-Call Notes will no longer be eligible for the same or higher category of equity credit.

“Rating Methodology Event” means that the Issuer certifies in a notice to the Noteholders that an amendment, clarification or change has occurred in the equity credit criteria of any Rating Agency from whom the Issuer is assigned sponsored ratings, which amendment, clarification or change results in a lower equity credit for the Euro 5 Year Non-Call Notes than the then respective equity credit assigned on the Issue Date, or if equity credit is not assigned on the Issue Date, at the date when the equity credit is assigned for the first time.

“Rating Agency” means any of the following: Moody's Investors Service Limited, Standard & Poor's Ratings Services, any other rating agency of equivalent international standing requested from time to time by the Issuer to grant a rating to the Issuer and/or the Euro 5 Year Non-Call Notes and in each case, any of their respective successors to the rating business thereof.

5.6 Purchases

The Issuer may at any time purchase Euro 5 Year Non-Call Notes together with rights to interest and any other amounts relating thereto in the open market or otherwise at any price subject to applicable laws and regulations.

In the event that at least 80 per cent. of the initial aggregate principal amount of the Euro 5 Year Non-Call Notes has been purchased by the Issuer (a **“Repurchase Event”**), the Issuer may at its option, at any time, redeem all of the outstanding Euro 5 Year Non-Call Notes (but not some only) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon), subject to the Issuer having given the Noteholders not less than thirty (30), or more than sixty (60), Business Days' prior notice (which notice shall be irrevocable) in accordance with Condition 10.

5.7 Cancellation

All Euro 5 Year Non-Call Notes which are purchased by the Issuer pursuant to this Condition 5 will forthwith be cancelled (together with rights to interest and any other amounts relating thereto) by transfer to an account in accordance with the rules and procedures of Euroclear France. Any Euro 5 Year Non-Call Notes so cancelled may not be reissued or resold and the obligations of the Issuer in respect of any such Euro 5 Year Non-Call Notes shall be discharged.

5.8 Definitions

For the purposes of this Condition:

“Early Redemption Price” means 101 per cent. of the principal amount of the Euro 5 Year Non-Call Notes together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) up to the Early Redemption Date of the Euro 5 Year Non-Call Notes.

“**Early Redemption Date**” means the effective date of redemption of the Notes made in accordance with this Condition.

6 Payments

6.1 Method of Payment

Payments of principal and interest (including, for the avoidance of doubt, any Arrears of Interest and Additional Interest Amounts) in respect of the Euro 5 Year Non-Call Notes will be made in euro by transfer to a euro-denominated account of the relevant Account Holder. All payments validly made to such Account Holders in favour of the Noteholders will be an effective discharge of the Issuer in respect of such payments.

All payments are subject in all cases to any applicable fiscal or other laws, regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7.

6.2 Payments on Business Days

If any due date for payment in respect of any Note 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.

No commission or expenses shall be charged to the Noteholders in respect of such payments.

6.3 Fiscal Agent, Paying Agent and Calculation Agent

The names of the initial Agents and their specified offices are set out below:

Fiscal Agent, Principal Paying Agent and Calculation Agent

Citibank, N.A., London Branch

Citigroup Centre
Canada Square
London E14 5LB
United Kingdom

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, Principal Paying Agent or Paying Agent and/or appoint additional or other Paying Agents or approve any change in the office through which any such Agent acts, provided that there will at all times be a Fiscal Agent and a Principal Paying Agent having a specified office in a European city. Notice of any such change or any change of specified office shall promptly be given as soon as reasonably practicable to the Noteholders in accordance with Condition 10 and, so long as the Euro 5 Year Non-Call Notes are listed on Euronext Paris and if the rules applicable to such stock exchange so require, to such stock exchange.

7 Taxation

All payments in respect of the Euro 5 Year Non-Call Notes shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the French Republic or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law.

If applicable law should require that payments of principal or interest made by the Issuer in respect of any Euro 5 Year Non-Call Note 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 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 Euro 5 Year Non-Call Note, as the case may be:

- (i) **Other connection:** to, or to a third party on behalf of, a Noteholder (including a beneficial owner (*ayant droit*)) 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 Euro 5 Year Non-Call Note or interest coupon by reason of his having some connection with the Republic of France other than the mere holding of the Euro 5 Year Non-Call Note or interest coupon; or
- (ii) **Presentation more than thirty (30) calendar days after the Relevant Date:** presented for payment more than thirty (30) calendar 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 Euro 5 Year Non-Call Note or interest coupon to another Paying Agent in a Member State of the EU.

As used in these Conditions, “**Relevant Date**” in respect of any Note or interest amount means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made. References in these Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Euro 5 Year Non-Call Notes, the Early Redemption Price and all other amounts in the nature of principal payable pursuant to Condition 5 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, if any, all Arrears of Interest and all Additional Interest Amount) 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.

Supply of Information: Each Noteholder shall be responsible for supplying to the Paying Agent via the clearing systems, 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.

8 Enforcement Events, no Events of Default and no Cross Default

There are no events of default in respect of the Euro 5 Year Non-Call Notes. There is no cross default under the Euro 5 Year Non-Call Notes.

However, each Note shall become immediately due and payable at its principal amount, together with accrued interest thereon, if any, to the date of payment and any Arrears of Interest (including any Additional Interest Amounts thereon), in the event that a judgement is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer, or in the event of a transfer of the whole of the business of the Issuer (*cession totale de l'entreprise*) subsequent to the opening of a judicial recovery procedure, or if the Issuer is liquidated for any other reason. No payments will be made to holders of any class of the share capital of the Issuer before all amounts due, but unpaid, to all Noteholders have been paid by the Issuer.

9 Representation of the Noteholders

Noteholders will be grouped automatically for the defence of their common interests in a *masse* (in each case, the “**Masse**”).

The Masse will be governed by the provisions of the French *Code de commerce* with the exception of Articles L.228-48, L.228-59, L.228-65 I 3° only in the case of the transfers of assets of the Issuer 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:

9.1 Legal Personality

The Masse will be a separate legal entity and will act in part through a representative (the “**Representative**”) and in part through a general meeting of the Noteholders (the “**General Meeting**”). The Masse alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the Euro 5 Year Non-Call Notes.

9.2 Representative

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

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

The names and addresses of the initial Representative of the Masse and the alternate Representative are the following:

Initial Representative:
MASSQUOTE S.A.S.U.
RCS 529 065 880 Nanterre
7 bis rue de Neuilly
92110 Clichy
Mailing address:
33, rue Anna Jacquin
92100 Boulogne Billancourt
France
Represented by its Chairman

Alternate Representative:
Gilbert Labachotte
8 Boulevard Jourdan
75014 Paris

In connection with its functions or duties, the Representative will be entitled to a remuneration of €450 per year payable on the Issue Date and on each anniversary thereafter.

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 Representative 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.

9.3 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.

9.4 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 Euro 5 Year Non-Call 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 10 not less than fifteen (15) calendar 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 Euro 5 Year Non-Call Note carries the right to one vote.

9.5 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 Euro 5 Year Non-Call 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 Euro 5 Year Non-Call 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 Euro 5 Year Non-Call 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 10.

9.6 Information to Noteholders

Each Noteholder or Representative thereof will have the right, during the fifteen (15)-calendar 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.

9.7 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 Euro 5 Year Non-Call Notes.

9.8 Single Masse

The holders of Euro 5 Year Non-Call Notes of the same Series, and the holders of Euro 5 Year Non-Call Notes of any other Series which will be assimilated with other Euro 5 Year Non-Call Notes in accordance with Condition 12, shall, for the defence of their respective common interests, be grouped in a single Masse. The Representative appointed in respect of the Euro 5 Year Non-Call Notes will be the Representative of the single Masse.

10 Notices

- (a) Notice to the Noteholders will be valid if published at the option of the Issuer (i) so long as such Euro 5 Year Non-Call 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 (ii) they are published in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or (iii) they are published in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the AMF.
- (b) 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.
- (c) Notices required to be given to the Noteholders may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream, Luxembourg and any other clearing system through which the Euro 5 Year Non-Call Notes are for the time being cleared in substitution for the mailing and publication of a notice required by Conditions 10(a) and (b) above; except that (i) so long as the Euro 5 Year Non-Call Notes are listed and admitted to trading on Euronext Paris the rules of such regulated market so require, notices shall also be published in a leading daily newspaper of general circulation in France, and (ii) notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 9 shall also be published in a leading daily newspaper of general circulation in Europe.

11 Prescription

Claims against the Issuer for the payment of principal and interest in respect of the Euro 5 Year Non-Call Notes shall become prescribed 10 years (in the case of principal) and five years (in the case of interest) from the due date for payment thereof.

12 Further Issues

The Issuer may, from time to time without the consent of the Noteholders, issue further Euro 5 Year Non-Call Notes to be assimilated (*assimilables*) with the Euro 5 Year Non-Call Notes as regards their financial service, provided that such further notes and the Euro 5 Year Non-Call Notes shall carry rights identical in all respects (or in all respects except for the first payment of interest thereon) and that the terms of such further notes shall provide for such assimilation. In the event of such assimilation, the Noteholders and the holders of any assimilated notes will, for the defence of their common interests, be grouped in a single Masse having legal personality.

13 Governing Law and Jurisdiction

- (a) **Governing Law:** The Euro 5 Year Non-Call Notes and all non-contractual obligations arising from or connected with the Euro 5 Year Non-Call Notes are governed by, and shall be construed in accordance with, French law.
- (b) **Jurisdiction:** Any claim against the Issuer in connection with any Euro 5 Year Non-Call Notes may be brought before any competent court located within the jurisdiction of the *Cour d'Appel* of Paris.

TERMS AND CONDITIONS OF THE EURO 10 YEAR NON-CALL NOTES

The terms and conditions of the Euro 10 Year Non-Call Notes will be as follows:

The issue outside the Republic of France of the €1,000,000,000 Undated Non-Call 10 Year Non-Call Deeply Subordinated Fixed Rate Resetable Notes (the “**Euro 10 Year Non-Call Notes**”) of GDF Suez (the “**Issuer**”) has been authorised by a resolution of the Board of Directors (*Conseil d’administration*) of the Issuer held on 19 May 2014 and a decision of the Chief Executive Officer (*Président Directeur Général*) of the Issuer dated 23 May 2014. The Issuer has entered into a fiscal agency agreement (the “**Agency Agreement**”) dated 28 May 2014 with Citibank, N.A., London Branch as fiscal agent, principal paying agent and calculation agent. The fiscal agent and principal paying agent, the calculation agent and the paying agent for the time being are respectively referred to in these Conditions as the “**Fiscal Agent**”, the “**Principal Paying Agent**”, the “**Calculation Agent**” and the “**Paying Agent**” (which expression shall include the Principal Paying Agent), each of which expression shall include the successors from time to time of the relevant persons, in such capacities, under the Agency Agreement, and are collectively referred to as the “**Agents**”. Copies of the Agency Agreement are available for inspection at the specified offices of the Paying Agent. References to “**Conditions**” are, unless the context otherwise requires, to the numbered paragraphs below.

1 Form, Denomination and Title

The Euro 10 Year Non-Call Notes are issued on 2 June 2014 (the “**Issue Date**”) in dematerialised bearer form (*au porteur*) in the denomination of €100,000 each. Title to the Euro 10 Year Non-Call 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 (*inscription 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 Euro 10 Year Non-Call Notes.

The Euro 10 Year Non-Call Notes will, upon issue, be inscribed in the books of Euroclear France (“**Euroclear France**”), which shall credit the accounts of the Account Holders. For the purpose of these Conditions, “**Account Holders**” shall mean any intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, and includes Euroclear Bank S.A./N.V. (“**Euroclear**”) and the depositary bank for Clearstream Banking, société anonyme (“**Clearstream, Luxembourg**”).

Title to the Euro 10 Year Non-Call Notes shall be evidenced by entries in the books of Account Holders and will pass upon, and transfer of Euro 10 Year Non-Call Notes may only be effected through, registration of the transfer in such books.

2 Status of the Euro 10 Year Non-Call Notes

2.1 Deeply Subordinated Notes

The Euro 10 Year Non-Call Notes are deeply subordinated notes (“**Deeply Subordinated Notes**”) issued pursuant to the provisions of Article L.228-97 of the French *Code de commerce*. The principal and interest on the Euro 10 Year Non-Call Notes constitute direct, unconditional, unsecured and lowest ranking subordinated obligations (*titres subordonnés de dernier rang*) of the Issuer and rank and will rank *pari passu* among themselves and (save for certain obligations required to be preferred by French law) equally and

rateably with all other present or future Deeply Subordinated Notes (which include, for the avoidance of doubt, the undated deeply subordinated notes issued by the Issuer on 10 July 2013 and the €1,000,000,000 Undated Non-Call 5 Year Deeply Subordinated Fixed Rate Resettable Notes issued on 2 June 2014), but subordinated to the *titres participatifs* issued by, and the *prêts participatifs* granted to, the Issuer, and Ordinary Subordinated Notes and Unsubordinated Notes of the Issuer.

“**Ordinary Subordinated Notes**” means notes, the principal and interest of which constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and (save for certain obligations required to be preferred by French law) *pari passu* with all other present or future Ordinary Subordinated Notes, behind Unsubordinated Notes but in priority to the *prêts participatifs* granted to, and the *titres participatifs* issued by the Issuer and Deeply Subordinated Notes.

“**Unsubordinated Notes**” means notes, the principal and interest of which are unconditional, unsubordinated and 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 French law) equally and rateably with all other present or future unsecured and unsubordinated indebtedness, obligations and guarantees of the Issuer.

2.2 Payment on the Euro 10 Year Non-Call Notes in the event of the liquidation of the Issuer

If any judgement is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer, or in the event of a transfer of the whole of the business of the Issuer (*cession totale de l'entreprise*) subsequent to the opening of a judicial recovery procedure, or if the Issuer is liquidated for any other reason, the payments of the creditors of the Issuer shall be made in the following order of priority (in each case subject to the payment in full of priority creditors):

- unsubordinated creditors of the Issuer (including holders of Unsubordinated Notes);
- ordinary subordinated creditors of the Issuer (including holders of Ordinary Subordinated Notes);
- lenders in relation to *prêts participatifs* granted to the Issuer;
- holders of *titres participatifs* issued by the Issuer; and
- deeply subordinated creditors of the Issuer (including holders of Deeply Subordinated Notes).

In the event of liquidation of the Issuer, the Euro 10 Year Non-Call Notes shall rank in priority to any payments to holders of Equity Securities.

“**Equity Securities**” means (a) the ordinary shares (*actions ordinaires*) of the Issuer and (b) any other class of the Issuer’s share capital (including preference shares (*actions de préférence*)).

In the event of incomplete payment of unsubordinated creditors, the obligations of the Issuer in connection with any present or future Deeply Subordinated Notes (including the Euro 10 Year Non-Call Notes) shall be terminated. The holders of Deeply Subordinated Notes (including the Euro 10 Year Non-Call Notes) shall take all steps necessary for the orderly accomplishment of any collective proceedings or voluntary liquidation.

3 Negative Pledge

There will be no negative pledge in respect of the Euro 10 Year Non-Call Notes.

4 Interest

4.1 General

Unless previously redeemed in accordance with the Conditions and subject to the further provisions of this Condition (in particular, but not limited to Condition 4.5), the Euro 10 Year Non-Call Notes shall bear interest on their principal amount:

- (i) from and including the Issue Date to, but excluding, the Interest Payment Date falling on 2 June 2024 (the “**First Call Date**”), at a rate of 3.000 per cent. *per annum*;
- (ii) from and including the First Call Date to but excluding the final redemption of the Euro 10 Year Non-Call Notes, at a rate *per annum* which shall be equal to the relevant Reference Rate plus the relevant 10-year Non-Call Notes Margin for each Interest Rate Period.

Each Interest Amount shall be payable annually in arrear on 2 June of each year, commencing on 2 June 2015 (each an “**Interest Payment Date**”), provided, however, that if any Interest Payment Date would otherwise fall on a date which is not a Business Day, the relevant payment will be postponed to the next Business Day and no interest shall accrue nor be payable as a result of such postponement. For the purpose hereof:

“**Business Day**” means any day (other than a Saturday or a Sunday) which is a TARGET 2 Settlement Day.

“**Interest Period**” means the period from and including an Interest Payment Date (or the Issue Date as the case may be) to but excluding the next Interest Payment Date (or the first Interest Payment Date, as the case may be).

“**Interest Rate Period**” means each period beginning on (and including) a Reset Date and ending on (but excluding) the next succeeding Reset Date.

“**Reference Bank Rate**” means the percentage rate determined on the basis of the 10-year Swap Rate Quotations provided by at least five leading swap dealers in the interbank market (the “**Reference Banks**”) to the Calculation Agent at its request at approximately 11:00 a.m. (Central European time), on the relevant Interest Rate Determination Date. If one quotation is provided, the Reference Bank Rate will be such quotation. If two or more quotations are provided, the Reference Bank Rate will be the arithmetic mean of the quotations, eliminating, if at least three quotations are provided, the highest quotation (or, in the event of equality one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If the Reference Bank Rate cannot be determined in accordance with the foregoing provisions of this paragraph, the applicable Reference Bank Rate shall be equal to the last 10-year Swap Rate available on the Screen Page as determined by the Calculation Agent.

“**Reference Rate**” means the 10-year Swap Rate determined on the day falling two Business Days prior to the first day of the relevant Interest Rate Period (each an “**Interest Rate Determination Date**”).

“**Reset Date**” means the First Call Date and each 10th anniversary thereof.

“**10-year Non-Call Notes Margin**” means (i) in relation to the Interest Rate applicable to the Interest Periods from, and including, the First Call Date to, but excluding, the Interest Payment Date falling on 2 June 2044, 2.650 per cent. *per annum* and (ii) in relation to the Interest Rate applicable to the Interest Periods from, and including, the Interest Payment Date falling on 2 June 2044, 3.400 per cent. *per annum*.

“**10-year Swap Rate**” means the mid-swap rate for a term of 10 years as displayed on Reuters screen “ISDAFIX2” as at 11:00 a.m. (Central European time) (the “**Screen Page**”). In the event that the 10-year Swap Rate does not appear on the Screen Page on the relevant Interest Rate Determination Date, the 10-year Swap Rate will be the Reference Bank Rate on such Interest Rate Determination Date.

The “**10-year Swap Rate Quotations**” means the arithmetic mean of the bid and offered rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating euro interest rate swap which (i) has a term of 10 years commencing on the first day of the relevant Interest Rate Period, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the 6-month EURIBOR rate (calculated on an Actual/360 day count basis).

“**TARGET 2 Settlement Day**” means any day on which the TARGET 2 System is operating.

“**TARGET 2 System**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer System or any successor thereto.

Promptly after the determination of the Reference Rate, the Calculation Agent shall determine the Interest Rate for each Note and calculate the relevant Interest Amount.

The Calculation Agent will cause the Interest Rate and the relevant Interest Amount payable per Euro 10 Year Non-Call Note to be notified to the Issuer, the Fiscal Agent and Principal Paying Agent and, if required by the rules of Euronext Paris or any other stock exchange on which the Euro 10 Year Non-Call Notes are listed from time to time, to such stock exchange, and to holders of Euro 10 Year Non-Call Notes (the “**Noteholders**” and each a “**Noteholder**”) in accordance with Condition 10 without undue delay, but, in any case, not later than on the fourth Business Day after its determination.

4.2 Calculation of the Interest Amount

The amount of interest (the “**Interest Amount**”) payable on each Euro 10 Year Non-Call Note and on each Interest Payment Date will be the product of the principal amount of such Euro 10 Year Non-Call Note and the applicable Interest Rate, multiplied by the Actual/Actual (ICMA) day count fraction and rounding the resulting figure, if necessary, to the nearest cent (half a cent being rounded upwards).

“**Actual/Actual (ICMA)**” means:

- if interest is required to be calculated for a period that is equal to or shorter than the Interest Period to which it applies, the number of days in the relevant period divided by the number of days in the Interest Period in which the relevant period falls;
- if interest is required to be calculated for a period of more than one year, the sum of (a) the number of days of the relevant period falling in the Interest Period in which it begins divided by the total number of days in such Interest Period and (b) the number of days of the relevant period falling in the next Interest Period divided by the total number of days in such next Interest Period (including the first such day but excluding the last).

“**Interest Rate**” means the rate of interest applicable to the Euro 10 Year Non-Call Notes, from time to time.

4.3 Notifications, etc. to be final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4, whether by the Reference Banks (or any of them) or the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Calculation Agent, the Fiscal Agent and all Noteholders.

4.4 Calculation Agent

The Agency Agreement provides that the Issuer may at any time terminate the appointment of the Calculation Agent and appoint a substitute Calculation Agent provided that so long as any of the Euro 10 Year Non-Call Notes remain outstanding, there shall at all times be a Calculation Agent for the purposes of the Euro 10 Year Non-Call Notes having a specified office in a major European city. In the event of the appointed office of any bank being unable or unwilling to continue to act as the Calculation Agent or failing duly to determine the Interest Amount for any Interest Period, the Issuer shall appoint the European office of another leading bank engaged in the Euro-zone or London interbank market to act in its place. The Calculation Agent may not resign its duties or be removed without a successor having been appointed. The Calculation Agent shall act as an independent expert and not as agent for the Issuer or the Noteholders.

Notice of any change of Calculation Agent or any change of specified office shall promptly be given as soon as reasonably practicable to the Noteholders in accordance with Condition 10 and, so long as the Euro 10 Year Non-Call Notes are listed on Euronext Paris and if the rules applicable to such stock exchange so require, to such stock exchange.

4.5 Interest Deferral

(a) *Optional Interest Payment*

Interest which accrues during an Interest Period ending on but excluding an Interest Payment Date will be due on that Interest Payment Date unless the Issuer, by giving notice to the Noteholders in accordance with sub-paragraph (c) below, elects to defer such payment in whole (but not in part), and the Issuer shall not have any obligation to make such payment and any failure to so pay shall not constitute a default by the Issuer under the Euro 10 Year Non-Call Notes or for any other purpose.

Any interest in respect of the Euro 10 Year Non-Call Notes which has not been paid in accordance with this paragraph will be deferred and shall constitute “**Arrears of Interest**” and shall be payable as outlined below.

(b) *Payment of Arrears of Interest*

Arrears of Interest (together with any Additional Interest Amount (as defined below)) may at the option of the Issuer be paid in whole or in part at any time, provided that all Arrears of Interest (together with the corresponding Additional Interest Amounts) in respect of all Euro 10 Year Non-Call Notes for the time being outstanding shall become due and payable in full on whichever is the earliest of:

- (i) ten (10) Business Days following a Mandatory Payment Event;
- (ii) the next scheduled Interest Payment Date in respect of which the Issuer does not elect to defer interest accrued in respect of the relevant Interest Period;

- (iii) the redemption of the Euro 10 Year Non-Call Notes; or
- (iv) the date upon which a judgment is made for the voluntary or judicial liquidation of the Issuer (*liquidation judiciaire* or *liquidation amiable*) as contemplated under Condition 8 or the sale of the whole of the business (*cession totale de l'entreprise*) of the Issuer or if the Issuer is liquidated for any other reason.

Each amount of Arrears of Interest shall bear interest, in accordance with Article 1154 of the French *Code civil*, as if it constituted the principal of the Euro 10 Year Non-Call Notes at a rate which corresponds to the rate of interest from time to time applicable to the Notes (the “**Arrears Interest Rate**”) and the amount of such interest (the “**Additional Interest Amount**”) with respect to Arrears of Interest shall be due and payable pursuant to this paragraph (b) and shall be calculated by the Calculation Agent applying the Arrears Interest Rate to the amount of the Arrears of Interest and otherwise *mutatis mutandis* as provided in the foregoing provisions of this Condition.

The Additional Interest Amount accrued up to any Interest Payment Date shall be added in accordance with Article 1154 of the French *Code civil* to the amount of Arrears of Interest remaining unpaid on such Interest Payment Date so that it will itself become Arrears of Interest, for the purpose only of calculating the Additional Interest Amount accruing thereafter.

For the purpose hereof:

A “**Mandatory Payment Event**” means that:

- (i) a dividend, other distribution or payment of any nature was validly declared, paid or made in respect of any Equity Securities or any Parity Securities of the Issuer, or
- (ii) the Issuer has repurchased, redeemed, or otherwise acquired any Equity Securities or any Parity Securities of the Issuer other than, with respect to Equity Securities, in connection with the satisfaction by the Issuer of its obligations under any buy-back programme, share option, or free share allocation plan reserved for directors, officers and/or employees of the Issuer, liquidity agreement (*programme de liquidité*) or any associated hedging transaction;

save for, in each case, any compulsory dividend, other distribution, payment, repurchase, redemption or other acquisition required by the terms of such securities; and in the case of Parity Securities, any repurchase or other acquisition that was made below par.

“**Parity Securities**” means, at any time, any Deeply Subordinated Notes and any securities which rank *pari passu* with the Euro 10 Year Non-Call Notes including, for the avoidance of doubt, the undated deeply subordinated notes issued by the Issuer on 10 July 2013 and the €1,000,000,000 Undated Non-Call 5 Year Deeply Subordinated Fixed Rate Resettable Notes issued on 2 June 2014. The term Parity Securities shall apply *mutatis mutandis* to any instruments issued by any Subsidiary of the Issuer, where relevant, provided that each such instrument shall qualify as Parity Securities only to the extent such instrument is guaranteed by the Issuer or the Issuer otherwise assumes liability for it, and the Issuer’s obligations under the relevant guarantee or other assumption of liability rank *pari passu* with the Issuer’s obligations under Parity Securities.

“**Subsidiary**” means any fully consolidated subsidiary (as defined in Article L.233-1 of the French *Code de commerce*) of the Issuer.

(c) *Notice of Deferral and Payment of Arrears of Interests*

Notice of (i) deferral of any interest under the Euro 10 Year Non-Call Notes on any Interest Payment Date and (ii) any date upon which amounts in respect of Arrears of Interest and/or Additional Interest Amounts shall become due and payable shall be given to the Noteholders in accordance with Condition 10, and the Fiscal Agent and the Calculation Agent at least five (5) Business Days in Paris and in London, but no more than thirty (30) Business Days in Paris and in London, prior to such Interest Payment Date or date. So long as the Euro 10 Year Non-Call Notes are listed on Euronext Paris and the rules applicable to such stock exchange so require, notice of any such deferral shall also be given as soon as reasonably practicable to such stock exchange.

5 Redemption and Purchase

The Euro 10 Year Non-Call Notes may not be redeemed otherwise than in accordance with this Condition.

5.1 Final Redemption

Subject to any early redemption described below, the Euro 10 Year Non-Call Notes are undated securities with no specified maturity date.

5.2 Optional Redemption

The Issuer will have the right to redeem all of the Euro 10 Year Non-Call Notes (but not some only) on the First Call Date or upon any Interest Payment Date thereafter, subject to having given not more than sixty (60) nor less than thirty (30), calendar days' prior notice to the Noteholders (which notice shall be irrevocable). Such early redemption of the Euro 10 Year Non-Call Notes will be made at their principal amount together with any accrued interest and Arrears of Interest (including any Additional Interest Amounts thereon).

5.3 Redemption for Taxation Reasons

- (i) If, by reason of a change in French law or regulation, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment due in respect of the Euro 10 Year Non-Call Notes, not be able to make such payment without having to pay additional amounts as specified in Condition 7 below (a "**Gross-Up Event**"), the Issuer may at any time, subject to having given not more than sixty (60) nor less than thirty (30) calendar days' prior notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 10, redeem all of the Euro 10 Year Non-Call Notes (but not some only) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal and interest without withholding for French taxes.
- (ii) If the Issuer would on the occasion of the next payment in respect of the Euro 10 Year Non-Call Notes be prevented by French law from making payment to the Noteholders of the full amount then due and payable (a "**Withholding Tax Event**"), notwithstanding the undertaking to pay additional amounts contained in Condition 7 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 calendar days' prior notice to the Noteholders in accordance with Condition 10

redeem all of the Euro 10 Year Non-Call Notes (but not some only) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) on the latest practicable date on which the Issuer could make payment of the full amount payable in respect of the Euro 10 Year Non-Call Notes without withholding for French taxes, or, if such date is past, as soon as practicable thereafter.

- (iii) If an opinion of a recognised law firm of international standing has been delivered to the Issuer and the Fiscal Agent, stating that by reason of a change in French law or regulation, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the tax regime of any payments under the Euro 10 Year Non-Call Notes is modified and such modification results in the part of the interest payable by the Issuer in respect of the Euro 10 Year Non-Call Notes that is tax-deductible being reduced (a “**Tax Deductibility Event**”), the Issuer may, at its option, at any time (subject to having given not more than sixty (60) nor less than thirty (30) calendar days’ notice to Noteholders (which notice shall be irrevocable) in accordance with Condition 10), redeem all of the Euro 10 Year Non-Call Notes (but not some only) at (i) the Early Redemption Price (as defined below) where such redemption occurs before the First Call Date, or (ii) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after the First Call Date, provided that the effective date of redemption of which notice hereunder may be given shall be no earlier than the latest practicable date preceding the effective date on which the tax regime of interest payments under the Euro 10 Year Non-Call Notes is modified.

5.4 Redemption following an Accounting Event

If an Accounting Event shall occur after the Issue Date, the Issuer may at its option redeem all the Euro 10 Year Non-Call Notes (but not some only) at any time, subject to the Issuer having given the Noteholders not less than thirty (30), or more than sixty (60), Business Days’ prior notice (which notice shall be irrevocable) in accordance with Condition 10, at (i) the Early Redemption Price (as defined below) where such redemption occurs before the First Call Date, or (ii) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after the First Call Date; provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the last day before the date on which the proceeds of the Euro 10 Year Non-Call Notes must not or must no longer be recorded as “equity” pursuant to IFRS (as defined below) or any other accounting standards that may replace IFRS for the purposes of the annual consolidated financial statements of the Issuer.

“**Accounting Event**” means that an opinion of a recognised accountancy firm of international standing has been delivered to the Issuer and the Fiscal Agent, stating that, as a result of a change in the accounting rules or methodology effective after the Issue Date, the funds raised through the issue of the Euro 10 Year Non-Call Notes must not or must no longer be recorded as “equity” pursuant to the International Financial Reporting Standards (“**IFRS**”) or any other accounting standards that may replace IFRS for the purposes of the annual consolidated financial statements of the Issuer.

5.5 Redemption following a Rating Methodology Event

If a Rating Methodology Event shall occur after the Issue Date, the Issuer may at its option redeem all the Euro 10 Year Non-Call Notes (but not some only) at any time, subject to the Issuer having given the

Noteholders not less than thirty (30), or more than sixty (60), Business Days' prior notice (which notice shall be irrevocable) in accordance with Condition 10, at (i) the Early Redemption Price (as defined below) where such redemption occurs before the First Call Date, or (ii) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after the First Call Date provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the last day before the date on which the Euro 10 Year Non-Call Notes will no longer be eligible for the same or higher category of equity credit.

“Rating Methodology Event” means that the Issuer certifies in a notice to the Noteholders that an amendment, clarification or change has occurred in the equity credit criteria of any Rating Agency from whom the Issuer is assigned sponsored ratings, which amendment, clarification or change results in a lower equity credit for the Euro 10 Year Non-Call Notes than the then respective equity credit assigned on the Issue Date, or if equity credit is not assigned on the Issue Date, at the date when the equity credit is assigned for the first time.

“Rating Agency” means any of the following: Moody’s Investors Service Limited, Standard & Poor’s Ratings Services, any other rating agency of equivalent international standing requested from time to time by the Issuer to grant a rating to the Issuer and/or the Euro 10 Year Non-Call Notes and in each case, any of their respective successors to the rating business thereof.

5.6 Purchases

The Issuer may at any time purchase Euro 10 Year Non-Call Notes together with rights to interest and any other amounts relating thereto in the open market or otherwise at any price subject to applicable laws and regulations.

In the event that at least 80 per cent. of the initial aggregate principal amount of the Euro 10 Year Non-Call Notes has been purchased by the Issuer (a **“Repurchase Event”**), the Issuer may at its option, at any time, redeem all of the outstanding Euro 10 Year Non-Call Notes (but not some only) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon), subject to the Issuer having given the Noteholders not less than thirty (30), or more than sixty (60), Business Days' prior notice (which notice shall be irrevocable) in accordance with Condition 10.

5.7 Cancellation

All Euro 10 Year Non-Call Notes which are purchased by the Issuer pursuant to this Condition 5 will forthwith be cancelled (together with rights to interest and any other amounts relating thereto) by transfer to an account in accordance with the rules and procedures of Euroclear France. Any Euro 10 Year Non-Call Notes so cancelled may not be reissued or resold and the obligations of the Issuer in respect of any such Euro 10 Year Non-Call Notes shall be discharged.

5.8 Definitions

For the purposes of this Condition:

“Early Redemption Price” means 101 per cent. of the principal amount of the Euro 10 Year Non-Call Notes together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) up to the Early Redemption Date of the Euro 10 Year Non-Call Notes.

“**Early Redemption Date**” means the effective date of redemption of the Euro 10 Year Non-Call Notes made in accordance with this Condition.

6 Payments

6.1 Method of Payment

Payments of principal and interest (including, for the avoidance of doubt, any Arrears of Interest and Additional Interest Amounts) in respect of the Euro 10 Year Non-Call Notes will be made in euro by transfer to a euro-denominated account of the relevant Account Holder. All payments validly made to such Account Holders in favour of the Noteholders will be an effective discharge of the Issuer in respect of such payments.

All payments are subject in all cases to any applicable fiscal or other laws, regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7.

6.2 Payments on Business Days

If any due date for payment in respect of any Euro 10 Year Non-Call Note 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.

No commission or expenses shall be charged to the Noteholders in respect of such payments.

6.3 Fiscal Agent, Paying Agent and Calculation Agent

The names of the initial Agents and their specified offices are set out below:

Fiscal Agent, Principal Paying Agent and Calculation Agent

Citibank, N.A., London Branch

Citigroup Centre

Canada Square

London E14 5LB

United Kingdom

The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, Principal Paying Agent or Paying Agent and/or appoint additional or other Paying Agents or approve any change in the office through which any such Agent acts, provided that there will at all times be a Fiscal Agent and a Principal Paying Agent having a specified office in a European city. Notice of any such change or any change of specified office shall promptly be given as soon as reasonably practicable to the Noteholders in accordance with Condition 10 and, so long as the Euro 10 Year Non-Call Notes are listed on Euronext Paris and if the rules applicable to such stock exchange so require, to such stock exchange.

7 Taxation

All payments in respect of the Euro 10 Year Non-Call Notes shall be made free and clear of, and without withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the French Republic or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law.

If applicable law should require that payments of principal or interest made by the Issuer in respect of any Euro 10 Year Non-Call Note 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 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 Euro 10 Year Non-Call Note, as the case may be:

- (i) **Other connection:** to, or to a third party on behalf of, a Noteholder (including a beneficial owner (*ayant droit*)) 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 Euro 10 Year Non-Call Note or interest coupon by reason of his having some connection with the Republic of France other than the mere holding of the Euro 10 Year Non-Call Note or interest coupon; or
- (ii) **Presentation more than thirty (30) calendar days after the Relevant Date:** presented for payment more than thirty (30) calendar 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 or interest coupon to another Paying Agent in a Member State of the EU.

As used in these Conditions, “**Relevant Date**” in respect of any Euro 10 Year Non-Call Note or interest amount means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made. References in these Conditions to (i) “**principal**” shall be deemed to include any premium payable in respect of the Euro 10 Year Non-Call Notes, the Early Redemption Price and all other amounts in the nature of principal payable pursuant to Condition 5 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, if any, all Arrears of Interest and all Additional Interest Amount) 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.

Supply of Information: Each Noteholder shall be responsible for supplying to the Paying Agent via the clearing systems, 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.

8 Enforcement Events, no Events of Default and no Cross Default

There are no events of default in respect of the Euro 10 Year Non-Call Notes. There is no cross default under the Euro 10 Year Non-Call Notes.

However, each Euro 10 Year Non-Call Note shall become immediately due and payable at its principal amount, together with accrued interest thereon, if any, to the date of payment and any Arrears of Interest (including any Additional Interest Amounts thereon), in the event that a judgement is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer, or in the event of a transfer of the whole of the business of the Issuer (*cession totale de l'entreprise*) subsequent to the opening of a judicial recovery procedure, or if the Issuer is liquidated for any other reason. No payments will be made to holders of any class of the share capital of the Issuer before all amounts due, but unpaid, to all Noteholders have been paid by the Issuer.

9 Representation of the Noteholders

Noteholders will be grouped automatically for the defence of their common interests in a masse (in each case, the “**Masse**”).

The Masse will be governed by the provisions of the French *Code de commerce* with the exception of Articles L.228-48, L.228-59, L.228-65 I 3° only in the case of the transfers of assets of the Issuer 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:

9.1 Legal Personality

The Masse will be a separate legal entity and will act in part through a representative (the “**Representative**”) and in part through a general meeting of the Noteholders (the “**General Meeting**”). The Masse alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the Euro 10 Year Non-Call Notes.

9.2 Representative

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

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

The names and addresses of the initial Representative of the Masse and the alternate Representative are the following:

Initial Representative:

MASSQUOTE S.A.S.U.

RCS 529 065 880 Nanterre

7 bis rue de Neuilly

92110 Clichy

Mailing address:

33, rue Anna Jacquin

92100 Boulogne Billancourt

France

Represented by its Chairman

Alternate Representative:

Gilbert Labachotte

8 Boulevard Jourdan

75014 Paris

In connection with its functions or duties, the Representative will be entitled to a remuneration of €450 per year payable on the Issue Date and on each anniversary thereafter.

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 Representative 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.

9.3 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.

9.4 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 Euro 10 Year Non-Call 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 10 not less than fifteen (15) calendar 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.

9.5 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 Euro 10 Year Non-Call 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 Euro 10 Year Non-Call 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 Euro 10 Year Non-Call 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 10.

9.6 Information to Noteholders

Each Noteholder or Representative thereof will have the right, during the fifteen (15)-calendar 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.

9.7 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 Euro 10 Year Non-Call Notes.

9.8 Single Masse

The holders of Euro 10 Year Non-Call Notes of the same Series, and the holders of Euro 10 Year Non-Call Notes of any other Series which will be assimilated with other Euro 10 Year Non-Call Notes in accordance with Condition 12, shall, for the defence of their respective common interests, be grouped in a single Masse. The Representative appointed in respect of the Euro 10 Year Non-Call Notes will be the Representative of the single Masse.

10 Notices

- (a) Notice to the Noteholders will be valid if published at the option of the Issuer (i) so long as such Euro 10 Year Non-Call 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 (ii) they are published in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or (iii) they are published in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the AMF.
- (b) 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.
- (c) Notices required to be given to the Noteholders may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream, Luxembourg and any other clearing system through which the Euro 10 Year Non-Call Notes are for the time being cleared in substitution for the mailing and publication of a notice required by Conditions 10(a) and (b) above; except that (i) so long as the Euro 10 Year Non-Call Notes are listed and admitted to trading on Euronext Paris the rules of such regulated market so require, notices shall also be published in a leading daily newspaper of general circulation in France, and (ii) notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 9 shall also be published in a leading daily newspaper of general circulation in Europe.

11 Prescription

Claims against the Issuer for the payment of principal and interest in respect of the Euro 10 Year Non-Call Notes shall become prescribed 10 years (in the case of principal) and five years (in the case of interest) from the due date for payment thereof.

12 Further Issues

The Issuer may, from time to time without the consent of the Noteholders, issue further Euro 10 Year Non-Call Notes to be assimilated (*assimilables*) with the Euro 10 Year Non-Call Notes as regards their financial service, provided that such further notes and the Euro 10 Year Non-Call Notes shall carry rights identical in all respects (or in all respects except for the first payment of interest thereon) and that the terms of such further notes shall provide for such assimilation. In the event of such assimilation, the Noteholders and the holders of any assimilated notes will, for the defence of their common interests, be grouped in a single Masse having legal personality.

13 Governing Law and Jurisdiction

- (a) **Governing Law:** The Euro 10 Year Non-Call Notes and all non-contractual obligations arising from or connected with the Notes are governed by, and shall be construed in accordance with, French law.
- (b) **Jurisdiction:** Any claim against the Issuer in connection with any Euro 10 Year Non-Call Notes may be brought before any competent court located within the jurisdiction of the *Cour d'Appel of Paris*.

The following paragraph in italics does not form part of the Conditions.

Restrictions regarding redemption and repurchase of the Euro 5 Year Non-Call Notes and the Euro 10 Year Non Call Notes.

In relation to each Tranche, the Issuer intends (without thereby assuming a legal obligation), that if it redeems or repurchases any Notes (or any part thereof), it will so redeem or repurchase the relevant Notes (or any part thereof) only to the extent that such part of the aggregate principal amount of the Notes (or any part thereof) to be redeemed or repurchased as was categorised as equity by Standard & Poor's at the time of its issuance ("equity credit") does not exceed such part of the net proceeds received by the Issuer or any Subsidiary of the Issuer during the 360-day period prior to the date of such redemption or repurchase from the sale or issuance by the Issuer or such Subsidiary to third party purchasers (other than group entities of the Issuer) of securities which are assigned by Standard & Poor's, as the case may be, an aggregate "equity credit" (or such similar nomenclature used by Standard & Poor's from time to time) that is equal to or greater than the "equity credit" assigned to the relevant Notes (or any part thereof) to be redeemed or repurchased at the time of their issuance (but taking into account any changes in hybrid capital methodology or the interpretation thereof since the issuance of the relevant Tranche), unless:

- (i) the rating assigned by Standard & Poor's to the Issuer is at least "A-" (or such similar nomenclature then used by Standard & Poor's) and the Issuer is of the view that such rating would not fall below this level as a result of such redemption or repurchase; or*
- (ii) in the case of a repurchase, such repurchase is of less than (i) 10 per cent. of the aggregate principal amount of the relevant Notes originally issued in any period of 12 consecutive months or (ii) 25 per cent. of the aggregate principal amount of the relevant Notes originally issued in any period of 10 consecutive years; or*
- (iii) the relevant Notes are redeemed pursuant to a Rating Methodology Event (to the extent it is triggered by a change of methodology at Standard & Poor's), an Accounting Event, a Tax Deductibility Event, a Withholding Tax Event or a Gross-Up Event; or*
- (iv) the relevant Notes are not assigned an "equity credit" (or such similar nomenclature then used by Standard & Poor's) at the time of such redemption or repurchase; or*
- (v) such redemption or repurchase occurs on or after 2 June 2039 (in the case of the Euro 5 Year Non-Call Notes) and 2 June 2044 (in the case of the Euro 10 Year Non-Call Notes).*

Terms used but not defined in the above paragraphs shall have the same meaning as that set out in the Conditions.

USE OF PROCEEDS

The Notes are being issued for the Issuer's general corporate purposes (including reimbursement of debts and liability management transactions).

DESCRIPTION OF THE ISSUER

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 one of the world's leading industrial companies and a benchmark in the fields of gas, electricity and energy services.

It 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.

GDF SUEZ operates a well-balanced business model:

- through its presence in complementary business activities across the value chain;
- 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 a position that was further strengthened in 2011 and 2012 with the integration of International Power. While the Group still intends to maintain its position as a key player in Europe and a leader of the energy transition, it is now a benchmark energy provider in the emerging world;
- through its presence allocated between activities that are exposed to market uncertainties and others that offer recurring revenue (infrastructure, PPA-type contracts, etc.);
- through a balanced energy mix with priority given to low- and zero-carbon energy sources.

The markets in which the Group is expanding are currently undergoing profound change:

- increase in energy demand is concentrated in the fast growing economies;
- in Europe, the energy transition has begun in many countries;
- energy will be increasingly managed at local level, and even individually (consumer-player); and
- natural gas is playing a more central role at global level due to abundant resources as shale gas production develops and to strong growth in demand.

In view of this situation, the Group's two strategic priorities are:

- to be the benchmark energy player in the fast growing markets; and
- to be the leader in the energy transition in Europe.

GDF SUEZ's strategic priorities are implemented through its various activities.

In Europe, the Group has to adapt to the profound changes taking place in the energy sector and increase the priority it gives to its customer approach.

Internationally, GDF SUEZ aims to step up its development by positioning itself right across the value chain and expanding the range of businesses and regions.

Listed in Brussels (Belgium) and Paris (France), GDF SUEZ shares are included in the CAC 40 index, the main index published by NYSE Euronext Paris. GDF SUEZ is also included in all the major stock indices: BEL 20, Euro STOXX 50, STOXX Europe 600, MSCI Europe, EURO STOXX Utilities, STOXX Europe 600 Utilities, Euronext Vigeo World 120, Euronext Vigeo Europe 120 and Euronext Vigeo France 20.

In 2013, GDF SUEZ was ranked second among listed utilities worldwide by Forbes magazine in its annual ranking of the 2,000 largest listed global companies (95th in the general category, 6th among French companies).

The Group's fundamental values are drive, commitment, daring and cohesion.

As at 31 December 2013, GDF SUEZ is organized at operational level into five business lines:

- the Energy Europe business line is in charge of electricity production, energy management, and electricity and natural gas sales (all segments) in continental Europe. It is also in charge of natural gas distribution and storage in part of Europe¹;
- the Energy International business line is organized into five geographical regions (Latin America; North America; the United Kingdom and Europe; South Asia, the Middle East and Africa; and Asia-Pacific). It is active in electricity production and closely associated activities such as LNG regasification, seawater desalination and international retail sales outside continental Europe²;
- the Global Gas & LNG business line is in charge of the exploration and production of gas and oil, and the supply, transportation and sale of liquefied natural gas;
- the Infrastructures business line pools the activities of networks and infrastructures, mainly in France: transmission of natural gas, gasification of LNG, storage of natural gas and distribution of natural gas;
- the Energy Services business line offers its customers – industrial and tertiary companies and local authorities – sustainable energy and environmental efficiency solutions in engineering, installation and energy services.

The GDF SUEZ center (based both in Paris and Brussels) is responsible for guidance and control, and also provides expertise and service missions for its internal customers

See also section 4.1 of the GDF SUEZ 2013 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 31 December 2013, the share capital of GDF SUEZ stood at €2,412,824,089, divided into 2,412,824,089 fully paid-up shares with a par value of €1 each.

Breakdown of share capital

At 31 December 2013, the Issuer held 52,543,021 shares in treasury stock.

¹ Mainly in Hungary and Romania.

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

In fiscal year 2013, there were no change in the Issuer's share capital.

31 December 2013	% of share capital	% of voting rights^(a)
French State	36.7%	37.5%
Groupe Bruxelles Lambert (GBL)	2.4%	2.5%
Employee shareholding	2.4%	2.4%
CDC Group	1.9%	1.9%
CNP Assurances	1.0%	1.1%
Sofina	0.5%	0.5%
Treasury stock	2.2%	-
Management	Not significant	Not significant
Public	52.9%	54.1%
	100%	100%

(a) Calculated based on the number of shares and voting rights outstanding at 31 December 2013.

Under the terms of Act No.2004-803 of 9 August 2004 as amended by Act no. 2006-1537 dated 7 December 2006, the French State must at all times hold more than one third of GDF SUEZ's capital.

The shares of the Issuer are listed on Euronext Paris Eurolist market, (Compartment A), under ISIN Code FR0010208488 - Ticker : GSZ. They are also listed on Euronext Brussels.

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 stable outlook by Moody's and A/A-1 with negative outlook by S&P.

RECENT DEVELOPMENTS

The following recent developments have been published by GDF SUEZ:

Press release

**Successful hybrid bond issue and continued balance sheet optimization**

22 May 2014

GDF SUEZ today issued a second hybrid bond issue following its hybrid issue of July 2013, for an amount of €2 billion, taking advantage of exceptional market conditions for this type of financing. The Group was thus able to strengthen its balance sheet while diversifying its investor base.

The transaction was completed in two tranches, with an average coupon of 3.4%:

- a €1,000 million tranche callable from June 2019 with a 3% coupon, the lowest rate ever obtained for this type of financing, and
- a €1,000 million tranche callable from June 2024 with a 3.875% coupon.

The funds raised will mainly be used to repay or redeem debt. In view of this, the Group intends to soon launch a buy-back offer on some of its senior corporate bonds.

Isabelle Kocher, Executive Vice President and Chief Financial Officer, commented "Following the confirmation by Moody's of our A1 credit rating and the upgrade of the outlook and the success of our green bond issue, these dynamic debt management transactions fit perfectly with our ongoing balance sheet optimization program supporting the Group's growth strategy. The Group reiterates its balance sheet structure objectives: an 'A' category rating and a net debt to Ebitda ratio of ≤ 2.5 ."

These bonds will be accounted for as 100% equity under IFRS standards and as 50% equity by the Moody's and S&P rating agencies.

About GDF SUEZ

GDF SUEZ develops its businesses (power, natural gas, energy services) around a model based on responsible growth to take up today's major energy and environmental challenges: meeting energy needs, ensuring the security of supply, fighting against climate change and maximizing the use of resources. The Group provides highly efficient and innovative solutions to individuals, cities and businesses by relying on diversified gas-supply sources, flexible and low-emission power generation as well as unique expertise in four key sectors: independent power production, liquefied natural gas, renewable energy and energy efficiency services. GDF SUEZ employs 147,200 people worldwide and achieved revenues of €81.3 billion in 2013. The Group is listed on the Paris, Brussels and Luxembourg stock exchanges and is represented in the main international indices: CAC 40, BEL 20, DJ Euro Stoxx 50, Euronext 100, FTSE Eurotop 100, MSCI Europe and Euronext Vigeo (World 120, Eurozone 120, Europe 120 and France 20).

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Press release

**GDF SUEZ successfully issues the largest Green Bond to date**

12 May 2014

To support its ambitious development strategy in renewable energies and energy efficiency, GDF SUEZ today issued a Green Bond of €2.5 billion.

The bond has two tranches: a 6-year tranche of €1,200 million with a 1.375% annual coupon, and a 12-year tranche of €1,300 million with a 2.375% annual coupon. The average coupon amounts to 1.895% for a 9.1 years average duration. The bond was 3-times oversubscribed and very successful with French, German and UK institutional investors. Strong demand came from investors focused on environmental and socially responsible investing who bought 64% of the issue.

The funds of this bond issue will be used to finance the Group's growth not only in renewable energy projects such as wind farms and hydroelectric plants, but also in energy efficiency projects such as remote (smart) metering and the construction of integrated district heating networks powered by low-emission biomass plants.

On the occasion of the issue, GDF SUEZ Chairman and CEO Gérard Mestrallet stated: *"This unusually large issue will serve the strategic priorities and sustainable growth strategy of GDF SUEZ in renewables and energy efficiency in Europe and throughout the world. Last week, this strategic priority was confirmed by GDF SUEZ winning the competitive tender for offshore wind farms in France. Projects financed by this bond issue will enable the Group to address the great energy and environmental challenges we face: meeting energy needs, ensuring security of supply, combating climate change, and optimizing natural resources."*

To be eligible, the projects financed must meet a number of social and environmental criteria in five areas: environmental protection, contribution to local development and the well-being of local communities, fair and ethical relationships with suppliers and sub-contractors, human resources management, and good corporate governance for the selected projects. These criteria were developed by GDF SUEZ with the Vigeo ESG rating agency and are published on the GDF SUEZ website. Bond issue proceeds will be allocated according to a specific traceability procedure that will be checked by one of the GDF SUEZ statutory auditors.


Aware of its responsibility and of the major role it plays in the energy transition, the Group has publicly announced ambitious environmental objectives: to increase its installed capacity in renewable energies by 50% between 2009 and 2015, to increase by 40% its energy efficiency business activity in Europe by 2018, and to reduce by 10% its specific CO₂ emissions by 2020.

About GDF SUEZ

GDF SUEZ develops its businesses (power, natural gas, energy services) around a model based on responsible growth to take up today's major energy and environmental challenges: meeting energy needs, ensuring the security of supply, fighting against climate change and maximizing the use of resources. The Group provides highly efficient and innovative solutions to individuals, cities and businesses by relying on diversified gas-supply sources, flexible and low-emission power generation as well as unique expertise in four key sectors: independent power production, liquefied natural gas, renewable energy and energy efficiency services. GDF SUEZ employs 147,200 people worldwide and achieved revenues of €81,3 billion in 2013. The Group is listed on the Paris, Brussels and Luxembourg stock exchanges and is represented in the main international indices: CAC 40, BEL 20, DJ Euro Stoxx 50, Euronext 100, FTSE Eurotop 100, MSCI Europe and Euronext Vigeo (World 120, Eurozone 120, Europe 120 and France 20).

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Press release



April 28, 2014

Financial information 1st quarter 2014

- Performance impacted by an exceptionally mild winter in Europe
- + 5.9% organic growth in Current Operating Income¹, excluding weather and tariff effects in France
- Further reduction in net debt
- Annual targets confirmed

(2013 figures pro forma with equity consolidation of Suez Environnement as of January 1, 2013 and restated under IFRS 10-11)

Revenues	EUR 22.8 billion (-5.9% gross, -4.8% organic)
EBITDA ¹	EUR 4.2 billion (-15.6% gross, -11.5% organic)
Current operating income ¹	EUR 3.1 billion (-14.8% gross, -10.4% organic)
Net debt	EUR 26.7 billion (improved by EUR 2.5 billion compared to 12/31/13)

Excluding weather effect and tariff adjustment booked in Q1 2013 in France
for a total of EUR -0.55bn², variations are:

Revenues	+0.9% organic
EBITDA ¹	+0.0% organic
Current operating income ¹	+5.9% organic

Revenues at March 31, 2014 were EUR 22,818 million, down -5.9% on a gross basis and -4.8% on an organic basis. The decrease on an organic basis is mainly explained by the unfavorable impact of weather on natural gas sales (1st quarter 2014 was very mild in Europe and particularly in France while the 1st quarter 2013 had been particularly cold).

EBITDA¹ for the period was EUR 4,225 million, down -15.6% on a gross basis and -11.5% on an organic basis versus 1st quarter 2013. Excluding the impact of weather in France and the tariff adjustment booked in 2013, which together account for a negative variation of EUR 545 million, EBITDA was stable on an organic basis compared with 1st quarter 2013. In line with the Group's annual indications, it benefitted from efforts under the Perform 2015 action plan and from the continued expansion of the Group in renewable energies and in fast growing markets, with the commissioning of new assets and of new exploration & production fields. It continued to suffer, however, from lower power market prices in Europe, as expected, and it compares to a particularly favorable 1st quarter 2013 in power generation in Brazil.

¹ Including share in net income of associates; new definition of EBITDA

² Impact of EUR 545 millions on EBITDA and Current Operating Income, impact on revenues is estimated at EUR 1.2 billion

April 28, 2014 – Press release

1st quarter 2014 results

Current operating income¹ reached EUR 3,130 million, -14.8% on a gross basis and -10.4% on an organic basis compared with the end of March 2013. Excluding the impact of weather in France and the tariff adjustment booked in 2013, current operating income is growing +5.9% on an organic basis, in line with the Group's annual indications.

At March 31, 2014, net debt was EUR 26.7 billion, down EUR 2.5 billion from year-end 2013 out of which EUR 0.9 billion resulting from positive impact on working capital due to weather in France and includes notably for the period:

- EUR 3.3 billion of *Cash Flow from Operations* (equivalent to EUR 2.9 billion of *free cash flow*),
- EUR 1.4 billion of gross capex.

The net debt/Ebitda ratio was 2.18x far below the target $\leq 2.5x$. At the end of March 2014, the Group posted a high level of liquidity at EUR 18.5 billion, which included EUR 10.5 billion in cash. In early April, GDF SUEZ signed a EUR 5 billion 5-year multi-currency credit line with 25 banks, including two 1-year extension options, to refinance two undrawn credit lines maturing in 2014 and 2015. At 3.22%, the Group's average cost of gross debt continues to decrease, reflecting full year impact of measures taken in 2013.

Group's performances for the first quarter 2014 are in line with the expected trajectory for 2014 and therefore the Group is able to confirm its financial targets³:

- net recurring income Group share⁴ between EUR 3.3 and 3.7 billion, assuming average weather conditions and no significant regulatory changes. This target is based on an estimated Ebitda of between EUR 12.3 and 13.3 billion;
- net capex between EUR 6 and 8 billion;
- a net debt/EBITDA ratio less than or equal to 2.5x and an "A" category rating;
- a 2014 dividend with a 65-75% payout⁵, with a minimum of 1 euro per share, payable in cash. As a reminder, the Group maintained the 2013 dividend at 1.5 euro per share.

Significant events during the period

The Group successfully implemented its strategy focused on two objectives:

To be the benchmark energy player in fast growing markets

- Authorization to export LNG from the Cameron LNG project in the U.S. in which GDF SUEZ holds a 16.6% stake and 4 million tons per annum (mtpa) of liquefaction capacity;
- Signing of a 20-year sales contract with the Taiwanese company CPC covering 0.8 mtpa of LNG from Cameron LNG project;
- In Oman, inauguration of the Sohar 2 and Barka 3 power plants with total installed capacity of 1,488 MW;

³ These targets assume average weather conditions, no significant regulatory or macro economic changes, commodity price assumptions based on market conditions as of end December 2013 for the non-hedged portion of production, and average foreign exchange rates for 2014 as follows: €/US\$ 1.38, €/BRL 3.38. No change of assumptions for Doel 3 and Tihange 2 plants ; restart after the results of the tests expected mid June 2014.

⁴ Net income excluding restructuring costs, impairments, disposals, other non-recurring items and related tax impacts and nuclear contribution in Belgium.

⁵ Based on net recurring income, Group share.

April 28, 2014 – Press release

1st quarter 2014 results

- In Mexico, signing of a memorandum of understanding and cooperation with PEMEX to promote the development of energy projects;
- In Brazil, commercial operation of 5x75 MW of hydro (Jirau) and 115 MW of wind (Traini) capacities;
- In Uruguay, chartering of the world's largest floating storage and regasification terminal in connection with the GNL del Plata project;
- In Chile, LNG storage installations optimization in Mejillones terminal;
- In China, signing of a major cooperation agreement with Beijing Enterprise Group to develop energy projects in China and promote development of sustainable urban eco-districts;
- Commissioning of Amstel (Netherlands), Juliet (UK) and Gudrun (Norway) E&P fields.

To be leader in the energy transition in Europe

- Acquisition in the United Kingdom of wind energy developer West Coast Energy;
- In France, GDF SUEZ has been selected for 10 photovoltaic solar projects totaling 53.35 MWc;
- Contract awarded for the manufacture of future Gazpar smart meters;
- Promising development of biomethane injection in the French natural gas grid and 4 sites connected as of today;
- Renewal of heating networks contracts in France : Saint-Denis, Massy/Antony and Rennes.

In addition, proposal by the Magritte Group, gathering 11 of the largest European energy utilities on the Group's initiative, of nine recommendations to reform Europe's energy and climate policy in order to achieve three main objectives: competitiveness, sustainability and security of supply. In France, new decree on gas storage obligations constitutes a first step towards improvement of security of supply.

REVENUES BY BUSINESS LINE

(2013 figures pro forma with equity consolidation of Suez Environnement as of January 1, 2013 and restated under IFRS 10-11)

<i>in millions of euros</i>	Revenues March 31, 2014	Revenues March 31, 2013	Total change	Organic change
Energy International	3,568	3,853	-7.4%	+3.0%
Energy Europe	12,711	14,077	-9.7%	-9.5%
Global Gas & LNG*	1,660	1,586	+4.7%	+7.8%
Infrastructures*	900	796	+13.0%	+13.0%
Energy Services	3,979	3,933	+1.1%	-3.4%
GDF SUEZ Group	22,818	24,245	-5.9%	-4.8%

Total revenues, including intra-Group services, amounted to EUR 2,153 million for Global Gas & LNG business line and EUR 2,087 million for Infrastructures business line.

Revenues decreased -5.9% on a gross basis, due to a EUR +50 million scope effect (EUR -180 million for disposals and EUR +230 million for acquisitions, notably the Balfour Beatty Workplace acquisition in the U.K.) and EUR -330 million due to exchange rate fluctuations, mainly the Brazilian real, the Australian dollar and the US dollar. Revenues decreased -4.8% on an organic basis.

April 28, 2014 – Press release

1st quarter 2014 results**ENERGY INTERNATIONAL BUSINESS LINE**

<i>in millions of euros</i>	March 31, 2014	March 31, 2013	Total change	Organic change
Revenues*	3,568	3,853	-7.4%	+3.0%
Latin America	933	946	-1.4%	+12.3%
Asia Pacific	663	775	-14.5%	-2.5%
North America	995	959	+3.8%	+17.8%
UK and other Europe	840	1,043	-19.4%	-14.0%
South Asia, Middle East & Africa	137	130	+5.6%	+7.5%

*The Energy International Business Line has been reorganized into 5 regions versus 6 previously. The Asia-Pacific region now includes Australia, which previously formed a region, but no longer includes Pakistan, which is now part of the South Asia, Middle East & Africa region; Turkey is incorporated in the UK and other Europe region. Figures at 03/31/2013 have been restated to reflect this new organization.

Energy International business line revenues, at EUR 3,568 million, show a gross decrease of -7.4% and organic growth of +3.0%. These changes reflect, on the one hand the impact of the asset optimization program (EUR -141 million) and exchange rate fluctuations (EUR -249 million arising from the Euro appreciation against all main currencies) and on the other hand the organic growth from the commissioning of new power plants in Latin America and increased electricity prices, mainly in Brazil and North America.

LATIN AMERICA

Revenues for the Latin America region, which totaled EUR 933 million, were down -1.4% on a gross basis mainly due to the depreciation of the Brazilian real, while growing by +12.3% on an organic basis.

In Brazil, increased sales resulted from an increase in average sales prices due mainly to inflation indexation and the progressive startup of the Trairi wind farm (115 MW). Nevertheless, these increase in sales prices did not entirely offset higher energy purchase costs during the period.

The Group's activity in Peru expanded thanks to the commissioning of the Ilo thermal power plant (560 MW) in June 2013 and to increased customer demand. In Chile, a slight increase in revenues resulted from higher prices.

ASIA PACIFIC

Revenues for the region came to EUR 663 million, a decrease of -14.5% on a gross basis and a -2.5% decrease organically. This decline was due mainly to electricity production activities in Australia that suffered from reduced demand and lower availability, partially offset by an increase in sales to industrial customers in Thailand and good performance of the retail activity in Australia.

April 28, 2014 – Press release
1st quarter 2014 results

NORTH AMERICA

Revenues for the North America region totaled EUR 995 million, up +3.8% on a gross basis and +17.8% organically, thanks in particular to the good operating performance of electricity production assets in the United States due to very cold weather conditions early 2014 and to higher average sales prices on the retail electricity market in the United States.

UNITED KINGDOM AND OTHER EUROPE

Revenues for the region totaled EUR 840 million, representing a -19.4% reduction on a gross basis, due mainly to the portfolio optimization program in continental Europe, and a -14.0% decrease on an organic basis related to reduced volumes in the U.K.

SOUTH ASIA, MIDDLE EAST & AFRICA

Revenues for the region totaled EUR 137 million, showing a +5.6% increase on a gross basis and a +7.5% increase organically. This growth is related to increased revenues from operation and maintenance activities for new power plants in Oman (Barka 3 and Sohar 2) and in Saudi Arabia (Riyadh IPP). The gross increase also reflects the acquisition last December of Meenakshi in India (300 MW), partly offset by the partial disposal of Sohar.

ENERGY EUROPE BUSINESS LINE

<i>in millions of euros</i>	March 31, 2014	March 31, 2013	Total change	Organic change
Revenues	12,711	14,077	-9.7%	-9.5%
Central Western Europe (CWE)	11,058	12,136	-8.9%	-8.9%
Southern & Eastern Europe	1,652	1,941	-14.9%	-13.8%

Revenues for the Energy Europe Business Line amounted to EUR 12,711 million, down -9.7% on a gross basis. This decrease is explained mainly by the impact of weather conditions on gas sales (1st quarter 2014 having been particularly mild, while 1st quarter 2013 had been particularly cold) and by the tariff adjustment in France related to 2011 and 2012 and recorded in 2013.

CWE FRANCE

At the end of March 2014, CWE France revenues reached EUR 5,260 million, down by -27.3% compared with the end of March 2013, mainly due to the difference in weather conditions between 2013 and 2014 and to the tariff adjustment related to 2011 and 2012.

April 28, 2014 – Press release

1st quarter 2014 results

Natural gas sales were down, impacted by a mild winter (-10.7 TWh), while in 2013 the winter had been very cold (+13.2 TWh); lower sales were also due to reduced energy consumption and competitive pressure. GDF SUEZ retains a market share of approximately 82% on the retail market and of about 50% on the B2B market.

Electricity sales improved thanks to growth in sales to final customers, and despite lower power production by gas-fired plants, partially compensated by increased wind and hydro power production thanks to favorable 1st quarter 2014 wind and hydrology conditions.

CWE BENELUX – GERMANY

Revenues for CWE Benelux - Germany were EUR 3,087 million, down -18.9% from 2013. Electricity volumes sold were lower due to the impact of a fall-off of sales to customers in Belgium and to fewer market sales, despite higher electricity production than in 2013 because the two power plants, Doel 3 and Tihange 2, which had been shut down during the entire 1st quarter of 2013 were in operation throughout 1st quarter 2014 until March 25, 2014.

In Belgium and Luxembourg, electricity sales were down mainly due to lower sales on the wholesale market and erosion of market shares in 2013. Market share in Belgium on the retail market has stabilized at approximately 50% since the 2nd quarter of 2013. In the Netherlands, electricity sales were also lower, while in Germany they were slightly higher.

Natural gas sales volumes were down due to unfavorable weather conditions in 2014, while weather conditions had been favorable in 2013, and due to a declining market share in 2013 which however has stabilized around 45% in Belgium over the past six months.

SOUTHERN & EASTERN EUROPE

The Southern & Eastern Europe region saw a -14.9% decline in revenues due mainly to the decrease in gas sales and power production in Italy.

GLOBAL GAS & LNG BUSINESS LINE

<i>in millions of euros</i>	March 31, 2014	March 31, 2013	Total change	Organic change
Revenues	1,660	1,586	+4.7%	+7.8%
Revenues including intra-Group	2,153	2,217	-2.9%	n.a.

Contributory revenues at March 31, 2014 came to EUR 1,660 million, for a gross increase of +4.7% compared with the end of March 2013, and an organic increase of +7.8%.

The change in contributory revenues is explained by:

April 28, 2014 – Press release
1st quarter 2014 results

- increased LNG activity, with a strong arbitrage activity early 2014 in Asia and in Europe reflected by an increase of 5.7 TWh in external sales of LNG, that is 27.4 TWh totaling 34 cargoes at the end of March 2014, versus 21.7 TWh totaling 24 cargoes at the end of March 2013;
- a slight decrease in contributory hydrocarbon production (11.2 Million Barrels of Oil Equivalent (Mboe) at the end of March 2014 vs. 11.6 Mboe at the end of March 2013) due to a temporary outage in the Njord field in Norway.

Total hydrocarbon production at the end of March 2014 fell 0.5 Mboe to 12.7 Mboe versus 13.2 Mboe at the end of March 2013. For the year, the level of hydrocarbon production will benefit from the recent commissioning of the Amstel (Netherlands), Juliet (UK) and Gudrun (Norway) fields.

INFRASTRUCTURES BUSINESS LINE

<i>in millions of euros</i>	March 31, 2014	March 31, 2013	Total change	Organic change
Revenues	900	796	+13.0%	+13.0%
Revenues including intra-Group	2,087	2,161	-3.4%	n.a.

Total revenues of the Infrastructures business line, including intra-Group revenues, came to EUR 2,087 million, a decrease of -3.4% compared with the same period in 2013, as a result of:

- a reduction in volumes distributed by GrDF due to warmer weather conditions in 2014 than in 2013 (-31.3 TWh),
- lower sales of storage capacity in France,

and despite the annual adjustment of distribution infrastructure tariff (+4.1% on July 1, 2013) and of the transmission infrastructure tariff (+8.3% on April 1, 2013) in France.

In the same weather and regulatory context, contributory revenues reached EUR 900 million, up +13%. This growth reflects:

- development of transmission, storage and terminalling activities for third parties following continued market liberalization;
- increase in the gas purchase-sale operations to maintain the technical performance of storages.

April 28, 2014 – Press release
1st quarter 2014 results

ENERGY SERVICES BUSINESS LINE

<i>in millions of euros</i>	March 31, 2014	March 31, 2013	Total change	Organic change
Revenues	3,979	3,933	+1.1%	-3.4%

Energy Services business line revenues progressed to EUR 3,979 million at March 31, 2014, up +1.1%, supported by the acquisition at the end of 2013 of Balfour Beatty Workplace in the United Kingdom.

On an organic basis, revenues were down -3.4%, which can be explained, in particular, by the unfavorable effects of the mild weather and the last impacts of the expiration of cogeneration contracts in France and Italy following the end of compulsory programs to purchase electricity generated by these facilities.

These factors were partially offset by the increase in installations activities in France and Benelux, in particular in the electrical and climate engineering activities

The March 31, 2014 results presentation used during the investor conference call will be available to download from the Group's website:
<http://www.gdfsuez.com/en/investors/results/results-2014/>

UPCOMING EVENTS

- May 6, 2014 Final dividend payment⁶ (EUR 0.67 per share) for fiscal year 2013. Ex-dividend date is April 30, 2014
- July 31, 2014 Publication of first-half 2014 results
- October 15, 2014⁷ Interim dividend payment of EUR 0.50 per share for fiscal year 2014; ex-dividend date is October 13, 2014

⁶ Dividend subject to the vote of shareholders at the April 28, 2014 General Meeting.

⁷ Subject to implementation of the new settlement/delivery rule in France anticipated for October 6, 2014. In compliance with current rules, postponement of this reform would delay the payment date to October 16, 2014, instead of October 15, 2014.

April 28, 2014 – Press release
1st quarter 2014 results

ADDITIONAL ANALYSIS

Q1 2013 – IFRS ACCOUNTS ON A COMPARABLE BASIS WITH Q1 2014

In EUR million	Q1 2013 IFRS	Q1 2013 IFRS proforma SE	Q1 2013 IFRS proforma SE adjusted IFRS 10-11	Q1 2013 IFRS proforma SE adjusted IFRS 10-11 New definitions
				New Definition Comparable with Q1 2014
Revenues	28,054	24,564	24,246	24,246
<i>o/w Energy International</i>	3,953	3,953	3,853	3,853
<i>o/w Energy Europe</i>	14,268	14,268	14,077	14,077
<i>o/w Global Gaz & LNG</i>	1,594	1 594	1,586	1,586
<i>o/w Infrastructures</i>	802	802	796	796
<i>o/w Energy Services</i>	3,943	3,946	3,933	3,933
<i>o/w Suez Environnement</i>	3,494			
EBITDA (old definition)	5,559	4,989	4,893	
EBITDA (new definition)	5,568	5,050	5,003	5,003
COI (old definition)	3,819	3,574	3,504	
COI Including share in net income of associates (new definition)	3,927	3,689	3,672	3,672
Net debt	41,613	34,062	31,432	31,432

April 28, 2014 – Press release
1st quarter 2014 results

ANALYSIS OF REVENUES BY GEOGRAPHICAL AREA

REVENUES In EUR million	03/31/2014	%	03/31/2013	%	Change 2014/2013
France	9,301	40.8%	11,036	45.5%	-15.7%
Belgium	3,583	15.7%	2,851	11.8%	+25.7%
Sub-total France-Belgium	12,884	56.5%	13,887	57.3%	-7.2%
Other European Union	5,703	25.0%	6,124	25.3%	-6.9%
Other European countries	354	1.6%	287	1.2%	+23.1%
North America	983	4.3%	967	4.0%	+1.7%
Sub-total Europe + North America	19,924	87.3%	21,265	87.7%	-6.3%
Asia, Middle East, Oceania	1,764	7.7%	1,934	8.0%	-8.8%
South America	1,077	4.7%	1,012	4.2%	+6.4%
Africa	53	0.2%	34	0.1%	+55.9%
Sub-total rest of the world	2,894	12.7%	2,980	12.3%	-2.9%
TOTAL REVENUES	22,818	100%	24,245	100%	-5.9%

April 28, 2014 – Press release
1st quarter 2014 results

COMPARABLE BASIS ORGANIC GROWTH ANALYSIS

<i>In EUR million</i>	03/31/2014	03/31/2013	Organic change
Revenues	22,818	24,245	
Perimeter effect	-230	-180	
Exchange rate effect		-330	
Comparable basis	22,588	23,735	- 4.8 %

<i>In EUR million</i>	03/31/2014	03/31/2013	Organic change
EBITDA	4,225	5,003	
Perimeter effect	-25	- 108	
Exchange rate effect		- 152	
Comparable basis	4,200	4,743	-11.5 %
Comparable basis Excluding weather effect and tariff adjustment recorded in 2013 in France	4,385	4,383	+0.0 %

<i>In EUR million</i>	03/31/2014	03/31/2013	Organic change
Current Operating Income ⁸	3,130	3,672	
Perimeter effect	-19	-81	
Exchange rate effect		-118	
Comparable basis	3,111	3,473	- 10.4 %
Comparable basis Excluding weather effect and tariff adjustment recorded in 2013 in France	3,296	3,113	+ 5.9%

⁸ Including share in net income of associates.

April 28, 2014 – Press release
1st quarter 2014 results

Important notice

The figures presented here are those customarily used and communicated to the markets by GDF SUEZ. This message includes forward-looking information and statements. Such statements include financial projections and estimates, the assumptions on which they are based, as well as statements about projects, objectives and expectations regarding future operations, profits, or services, or future performance. Although GDF SUEZ management believes that these forward-looking statements are reasonable, investors and GDF SUEZ shareholders should be aware that such forward-looking information and statements are subject to many risks and uncertainties that are generally difficult to predict and beyond the control of GDF SUEZ, and may cause results and developments to differ significantly from those expressed, implied or predicted in the forward-looking statements or information. Such risks include those explained or identified in the public documents filed by GDF SUEZ with the French Financial Markets Authority (AMF), including those listed in the "Risk Factors" section of the GDF SUEZ reference document filed with the AMF on March 20, 2014 (under number D. 14-0176). Investors and GDF SUEZ shareholders should note that if some or all of these risks are realized they may have a significant unfavorable impact on GDF SUEZ.

About GDF SUEZ

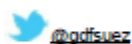
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Page 12 on 12

Press **release****GDF SUEZ General Shareholders' Meeting
All resolutions adopted
Implementation of a shareholder loyalty policy**

28 April 2014

The Combined Ordinary and Extraordinary General Shareholders' Meeting held April 28, 2014 and chaired by Gérard Mestrallet, Chairman and Chief Executive Officer of GDF SUEZ, was attended by 1,230 shareholders.

After hearing from the Chairpersons of the four Committees of the Board of Directors (Audit, Strategy and Investments, Appointments and Compensation, and Ethics, Environment and Sustainable Development Committees) and after reviewing the Board of Directors' Report on the past financial year, the General Shareholders' Meeting approved the financial statements and allocation of income for 2013.

The dividend was set at €1.50 per share for financial year 2013, unchanged from 2012, including an interim dividend of €0.83 per share paid November 20, 2013. The dividend balance, €0.67 per share, will be detached April 30, 2014 and paid on May 6, 2014.

During the General Shareholders' Meeting, the shareholders also approved a loyalty 10% dividend increase to reward and promote shareholders loyalty. The measure will benefit all shareholders who, at the close of a financial year, will have held registered shares for more than two years and continued to hold them through the year's dividend payment date. The loyalty dividend will be applied for the first time in 2017 to the dividend to be paid for financial year 2016 and will be capped for a single shareholder at 0.5% of share capital.

Close to 18,000 shareholders had voted prior to the General Meeting, including more than a half by Internet (+20% vs. 2013). GDF SUEZ followed through with and strengthened the shareholder electronic voting experience, and this year allowed all shareholders, regardless of the number of shares they held, to vote via the Internet.

The General Shareholders' Meeting was streamed live on the Group's Website.

The General Shareholders' Meeting also accepted the resignation of Mr. Paul Desmarais from his Director position, effective at the close of the Meeting, as well as the election by employees of the following Directors representing Group personnel: Mrs. Anne-Marie Mourer and Mr. Alain Beullier (re-elected) and Mr. Philippe Lepage (in replacement of Mr. Patrick Petitjean who did not ask for a renewal of his mandate).

About GDF SUEZ

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Press release

**GDF SUEZ early refinances €5-billion syndicated credit facilities**

3 April 2014

GDF SUEZ signed today a five-year €5 billion multi-currency credit line with a syndicate of 25 banks. The 5 year facility, which includes two one-year extension options, will be used for early refinancing of two undrawn credit lines expiring in 2014 and 2015.

GDF SUEZ was able to seize particularly favorable market conditions, improving significantly the cost of this liquidity thanks to a fixed margin of 20 bps.

The transaction was 40% oversubscribed, showing once again the attractiveness of the Group and the trust granted by its banking partners. The pool of banks is well spread geographically, through the involvement of Eurozone banks (~50%), Anglo-Saxon banks (~35%), as well as Japanese and Chinese banks.

Isabelle KOCHER, Executive Vice-President, Chief Financial Officer, comments : "This early refinancing enables the Group to maintain and extend an extremely robust liquidity while reducing its costs. Besides, the geographical diversity of our pool of banks will enable the Group to support its worldwide industrial growth strategy. "

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Press release



GDF SUEZ signs a major cooperation agreement with Beijing Enterprise Group to develop energy projects in Beijing and other parts of China and promote the development of sustainable urban eco-districts

March 26, 2014

On the occasion of the visit of a high Chinese delegation to France, Gérard Mestrallet, Chairman and CEO of GDF SUEZ, signed a cooperation agreement with Wang Dong, Chairman and CEO of Beijing Enterprise Group, to develop natural gas and energy efficiency projects in China. Chinese and French Presidents Xi Jinping and François Hollande were present at the signing.

The agreement follows several cooperative undertakings in China between subsidiaries of the two Groups, including joint ventures in gas engineering and waste incineration.

The current agreement extends the group's cooperation into several new areas:

- Development of "utility" type services in the new Technological Business District of Changping near Beijing, involving among others the construction of a tri-generation plant developed jointly by the two groups. The development of the Changping eco-district, a national priority in China, will make it possible to expand the area dedicated to Beijing research centers and universities.
- Natural gas storage, including a study of highly advanced storage facilities in order to develop the flexibility of Beijing Gas, a subsidiary of Beijing Enterprise Group, to serve its 7 million customers and extend its offer to a market of 25 million potential customers in Beijing. The switchover from coal to natural gas in Beijing is rapidly improving air quality, but the effort requires increased capacity and flexibility in gas storage.
- Training exchanges in the methods and technologies used respectively by French and Chinese teams, beginning with sessions for Beijing Enterprise teams at GDF SUEZ University in April 2014.
- Beijing Enterprises SITA Environmental Services Limited, a SUEZ Environnement subsidiary, will operate and maintain the Hunan Hengyang hazardous waste treatment plant and develop pre-commissioning, construction, and supervision projects for the Haidan renewable waste-to-energy conversion plant (which will handle a total of 29,000 metric tons of hazardous and medical waste per year). Furthermore SUEZ Environnement, via Degrémont, will contribute thanks to its innovative technologies, equipment, and operational expertise to a project for the desalination of one million metric tons of seawater per day for the city of Beijing.

Gérard Mestrallet, Chairman and CEO of GDF SUEZ stated, *"This agreement illustrates the commitment and strengthening involvement of GDF SUEZ in sustainable growth in China. The Group's long-term relationships in China have been marked by the 2011 cooperation agreement signed with China Investment Corporation (CIC), the 2012 partnership with PetroChina to develop six deep underground gas storage tanks, and the 2013 installation of a first floating LNG import terminal. The Group's expertise and know-how in the gas value chain and in energy services enable us to offer custom solutions that satisfy China's ambition to improve the air quality of its major cities."*

GDF SUEZ presence in China

GDF SUEZ has been present in China for over 40 years through the activities of its strategic partner SUEZ Environnement, which serves 15 million customers through 33 joint ventures in approximately twenty cities. Managed revenues generated by SUEZ Environnement reached €1.3 billion in 2012.

In 2008, GDF SUEZ opened a representative office in China and all of its energy business lines developed relationships with Chinese partners for projects in China and other countries.

In electrical power, GDF SUEZ supports joint carbon emissions reduction projects (Clean Development Mechanisms-CDM), while its engineering teams assist in the development of the Taishan EPR (European Pressurized Reactor) and support the development of hydroelectric projects in both China and other countries with Chinese partners.

In natural gas, GDF SUEZ signed a worldwide partnership in 2011 with the Chinese sovereign fund CIC granting the latter a 30% share in GDF SUEZ exploration and production activities. The Group sold 2.3 million metric tons of LNG to the China National Offshore Oil Corporation (CNOOC), with deliveries beginning in 2013, and installed the first floating regasification terminal in China. In 2012, GDF SUEZ also began a cooperation agreement with Petrochina to explore the upstream gas potential in Qatar, then extended the agreement to gas storage in China in 2013 (development support for six sites).

In energy services, following the launch in 2009 of a trigeneration project in western China with Chongqing Gas, the Group signed a partnership agreement in 2011 with the TIFI Group in Tianjin to develop an urban cooling network in the heart of the new Yujiapu financial district in the coastal area of Tianjin-Binhai. In late 2013, the Group opened its first energy services company, Cofely-Gient, in Chongqing.

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Press release

**GDF SUEZ acquires UK wind energy developer**

26 March 2014

GDF SUEZ is pleased to announce that it has acquired West Coast Energy ("WCE"), a leading independent wind energy developer. This acquisition strengthens GDF SUEZ's commitment to expand its wind portfolio in the UK.

West Coast Energy has been operating in the UK for over 18 years and has successfully developed 650 MW of wind capacity, representing 9% of the installed onshore wind capacity in the UK. WCE has a significant pipeline of onshore wind development projects under evaluation with a capacity of 200 MW. GDF SUEZ has been working in partnership with West Coast Energy to develop wind projects since 2008. West Coast Energy currently employs 55 people in its headquarters in Mold.

Steve Riley CEO and President of GDF SUEZ Energy UK-Europe said: "This investment confirms GDF SUEZ's strategy of pursuing growth in renewable generation in Europe. The West Coast Energy team have significant experience in wind energy development that will complement our existing in-house expertise in structuring, financing, building and managing projects in the UK market. This acquisition gives us an opportunity to increase our presence in renewables in the UK via high quality projects."

GDF SUEZ currently owns seven operating wind farms across the UK with a total capacity of 70 MW.

Notes:**Projects developed in partnership with West Coast Energy**

Carsington	(England)	8.2 MW
Crimp	(England)	2.4 MW
Flimby	(England)	6.2 MW
Blantyre Muir	(Scotland)	12.3 MW
Sober Hill	(England)	12.3 MW
Barlockhart Moor	(Scotland)	8.2 MW

GDF SUEZ in the UK is a key independent power producer

GDF SUEZ Energy in the UK is a key independent power producer by capacity with approximately 6.977 GW in operation in the UK market made up of a mixed portfolio of assets – coal, gas, CHP, wind, OCGT distillate, and the UK's foremost pumped storage facility. Several of these assets are owned and operated in partnership with Mitsui & Co. The generation assets represent approximately 6% of the UK's installed capacity. The company also has a retail business supplying electricity and gas to the Industrial and Commercial sector.

Notes – all capacities in this press release stated at 100%.

Press release

**Interim dividend for 2014**

March 25, 2014

GDF SUEZ announces the principle of an interim dividend payment of €0.5/share for financial year 2014, to be paid October 15, 2014¹, with an October 13, 2014 ex-dividend date.

This announcement is in line with the Group's new dividend policy announced on February 27, 2014, during the 2013 annual results presentation.

For the period 2014-2016, GDF SUEZ has committed to a dividend policy based on a payout ratio of 65-75% of net recurring income, Group share, with a minimum of €1/share payable in cash.

To reward shareholder loyalty, the Board of Directors will also recommend to shareholders establishment of a dividend increased by 10%, for shares in registered form for more than two years². This loyalty dividend will be applied for the first time in 2017 to the dividend to be paid for fiscal year 2016 and will be capped to 0.5% of social capital for a single shareholder.

For fiscal year 2013, the Board of Directors will propose to shareholders a stable dividend, payable in cash, of €1.50/share², whose balance (€0.67/share euro) will be paid May 6, 2014, with an April 30, 2014 ex-dividend date. The new dividend policy, combined with the accelerated investment program, aims to strengthen the Group's growth potential and create greater long-term value for shareholders.

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¹ Subject to implementation of the new settlement/delivery rule in France anticipated for October 6, 2014. Postponement of this reform would delay the payment date to October 16, 2014, instead of October 15, 2014 in compliance with current rules.

² To be submitted for shareholder approval at the Shareholders' General Meeting on April 28, 2014.

TAXATION

The following is a summary limited to certain tax considerations in France and in the European Union relating to the payments made in respect of the Notes and specifically contains information on taxes on the income from the securities withheld at source. 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 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 or certain entities.

On 24 March 2014, the Council of the European Union adopted a Council Directive amending and broadening the scope of the requirements described above. Member States are required to apply these new requirements from 1 January 2016. The changes will expand the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities. The Savings Directive will also apply a “look through approach” to certain payments where an individual resident in a Member State is regarded as the beneficial owner of that payment for the purposes of the Savings Directive. This approach may apply to payments made to or by, or secured for or by, persons, entities or legal arrangements (including trusts), where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

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.

In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information under the Directive.

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

France

The following summary does not address certain withholding tax considerations which may be relevant for Noteholders who concurrently hold shares of the Issuer and who are not otherwise affiliated with the Issuer within the meaning of Article 39-12 of the French Code général des impôts.

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

Payments of interest and other revenues made by the Issuer with respect to the Notes 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 75 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 on a bank account opened 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 75 per cent. subject to the more favourable provisions of a tax treaty, if applicable.

Notwithstanding the foregoing, neither the 75 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 the 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 French tax administrative guidelines (BOI-INT-DG-20-50-20140211, BOI-RPPM-RCM-30-10-20-40-20140211 and BOI-ANNX-000364-20120912), the 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 the Notes are:

- (i) 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
- (ii) 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.

Accordingly, payments of interest and other revenues under the Notes by the Issuer are not subject to the 75 per cent. withholding tax set out under Article 125 A III of the French *Code général des impôts* nor to the Deductibility Exclusion.

Pursuant to Article 125 A of the French *Code général des impôts*, subject to certain limited exceptions, interest and similar income paid to French tax resident individuals are subject to a 24 per cent. withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and other related contributions) are also levied by way of withholding tax at an aggregate rate of 15.5 per cent. on interest and similar income paid to French tax resident individuals.

SUBSCRIPTION AND SALE

Subscription Agreement

Barclays Bank plc, J.P. Morgan Securities plc, BNP Paribas, Deutsche Bank AG, London Branch, HSBC Bank plc, Banco Bilbao Vizcaya Argentaria, S.A., Crédit Agricole Corporate and Investment Bank, Goldman Sachs International, ING Bank N.V., Belgian Branch, Lloyds Bank plc, Merrill Lynch International, Mitsubishi UFJ Securities International plc, Mizuho International plc, SMBC Nikko Capital Markets Limited, Société Générale, The Royal Bank of Scotland plc and UniCredit Bank AG (the “**Managers**”) have, pursuant to a subscription agreement dated 28 May 2014 (the “**Subscription Agreement**”), jointly and severally agreed with the Issuer, subject to the satisfaction of certain conditions, to procure subscribers, failing which to subscribe, for the Notes at an issue price equal to:

- 99.430 per cent. of the principal amount of the Euro 5 Year Non-Call Notes; and
- 98.986 per cent. of the principal amount of the Euro 10 Year Non-Call Notes;

in each case less any applicable commission.

In addition, the Issuer will pay certain costs incurred by it and the Managers in connection with each issue of Notes. The Managers are entitled to terminate the Subscription Agreement in certain circumstances prior to the issue of the Notes. The Issuer has agreed to indemnify the Managers against certain liabilities in connection with the offer and sale of the Notes.

Selling Restrictions

United States

The Notes has 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.

Each Manager has represented and agreed that, except as permitted by the Subscription Agreement, it will not offer or sell the Notes (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each Manager 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 manager (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

This 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 Managers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Prospectus does not constitute an offer to any person in the United States or to any U.S. person. Distribution of this 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.

United Kingdom

Each Manager has represented and agreed that:

- (a) 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
- (b) 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 Managers has represented and agreed that 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, this Prospectus or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) persons providing investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*), other than individuals, as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier*.

General

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 this Prospectus or any other offering material, in any country or jurisdiction where action for that purpose is required.

Each Manager has agreed that it will comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this Prospectus or any other offering material 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 Manager shall have responsibility therefore.

GENERAL INFORMATION

1. Except as disclosed in this Prospectus, there has been no significant change in the financial or trading position of the Issuer or the Group since 31 March 2014.

Except as disclosed in this Prospectus, there has been no material adverse change in the prospects of the Issuer or the Group since 31 December 2013.

2. Except as disclosed in this Prospectus, 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 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.
3. The Euro 5 Year Non-Call Notes have been accepted for clearance through the Euroclear France, Euroclear and Clearstream, Luxembourg systems. The International Securities Identification Number (ISIN) of the Euro 5 Year Non-Call Notes is FR0011942226. The Common Code number for the Euro 5 Year Non-Call Notes is 107335200.

The Euro 10 Year Non-Call Notes have been accepted for clearance through the Euroclear France, Euroclear and Clearstream, Luxembourg systems. The International Securities Identification Number (ISIN) of the Euro 10 Year Non-Call Notes is FR0011942283. The Common Code number for the Euro 10 Year Non-Call Notes is 107343172.

The address of Euroclear is 1 boulevard du Roi Albert II, 1210 Bruxelles, Belgium and the address of Clearstream, Luxembourg is 42 avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg.

4. The Notes will be inscribed in the books of Euroclear France (acting as central depository). The address of Euroclear France is 66 rue de la Victoire, 75009 Paris, France.
5. The issue of the Notes has been authorised by a resolution of the Board of Directors (*Conseil d'administration*) of the Issuer held on 19 May 2014 and a decision of the Chief Executive Officer (*Président Directeur Général*) of the Issuer dated 23 May 2014.
6. Application has been made to the AMF to approve this document as a prospectus and this Prospectus has received visa n°14-251 from the AMF on 28 May 2014. Application has been made to list and admit to trading the Notes on Euronext Paris.
7. For the period of 12 months following the date of approval by the AMF of this Prospectus, the following documents will be available, during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection at the office of the Fiscal Agent or each of the Paying Agents:
 - (i) the *statuts* of the Issuer;
 - (ii) this Prospectus;
 - (iii) the 2012 GDF SUEZ Reference Document, the 2013 GDF SUEZ Reference Document; and
 - (iv) all reports, letters and other documents, historical financial statements, valuations and statements prepared by any expert at the Issuer's request any part of which is included or referred to in this Prospectus.
8. Printed copies of following documents may be obtained, free of charge, at the registered office of the Issuer during normal business hours and copies of such documents will be available on the website of the AMF (www.amf-france.org) and on the website of the Issuer (www.gdfsuez.com):

- (i) this Prospectus; and
 - (ii) the 2012 GDF SUEZ Reference Document and the 2013 GDF SUEZ Reference Document.
9. Mazars, Ernst & Young et Autres and Deloitte & Associés (all entities regulated by the *Haut Conseil du Commissariat aux Comptes* (“CNCC”) 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 2012 and 2013. 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.
 10. The estimated costs for the admission to trading of the Euro 5 Year Non-Call Notes are €5,500 and the estimated costs for the admission to trading of the Euro 10 Year Non-Call Notes are €8,000.
 11. The yield in respect of the Euro 5 Year Non-Call Notes up to their First Call Date is 3.125 per cent. *per annum* and is calculated on the basis of the issue price of the Euro 5 Year Non-Call Notes. The yield in respect of the Euro 10 Year Non-Call Notes up to their First Call Date is 4.000 per cent. *per annum* and is calculated on the basis of the issue price of the Euro 10 Year Non-Call Notes.
 12. As far as the Issuer is aware, no person involved in the issue of any of the Notes has an interest material to the issue.
 13. At the date of this Prospectus, as far as the Issuer is aware, there are no conflicts of interest material to the issue or offer of the Notes between the duties of the members of the Board of Directors (*Conseil d’administration*) and their private interests and/or their other duties.

PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE PROSPECTUS

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

GDF SUEZ

1 place Samuel de Champlain

92400 Courbevoie

France

Duly represented by:

Sergio Val

authorised signatory, pursuant to the power of attorney dated 23 May 2014

on 28 May 2014



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 Prospectus the visa no. 14-251 on 28 May 2014. 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.

Issuer

GDF Suez

1 place Samuel de Champlain
92400 Courbevoie
France

Joint Bookrunners, Global Coordinators and Structuring Advisers to the Issuer

Barclays Bank PLC

5 The North Colonnade
Canary Wharf
London E14 4BB
United Kingdom

J.P. Morgan Securities plc

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London E14 5JP
United Kingdom

Joint Bookrunners and Global Coordinators

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Deutsche Bank AG, London Branch

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United Kingdom

HSBC Bank plc

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J.P. Morgan Securities plc

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Joint Bookrunners

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Argentaria, S.A.**

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E14 5AA London
United Kingdom

**Crédit Agricole Corporate and
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Goldman Sachs International

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133 Fleet Street
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United Kingdom

ING Bank N.V., Belgian Branch

Avenue Marnix 24
1000 Brussels
Belgium

Lloyds Bank plc

10 Gresham Street
London EC2V7AE
United Kingdom

Merrill Lynch International

2 King Edward Street
London EC1A 1HQ
United Kingdom

Mitsubishi UFJ Securities

International plc

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25 Ropemaker Street
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United Kingdom

Mizuho International plc

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United Kingdom

**SMBC Nikko Capital Markets
Limited**

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United Kingdom

Société Générale

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75009 Paris
France

The Royal Bank of Scotland plc

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United Kingdom

UniCredit Bank AG

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Germany

Fiscal Agent, Principal Paying Agent and Calculation Agent

Citibank, N.A., London Branch

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United Kingdom

Auditors

Ernst & Young et Autres

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Paris – La Défense 1
France

Deloitte & Associés

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France

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To the Managers

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